

**THE COURT OF APPEALS OF THE STATE OF NEVADA**

NONA TOBIN,

Appellant,

v.

BRIAN CHIESI, an individual; DEBORA CHIESI, an individual; QUICKEN LOANS, INC.; JOEL A. STOKES, an individual; JOEL A. STOCKS and SANDRA F. STOKES as Trustees of the JIMI JACK IRREVOCABLE TRUST; REDROCK FINANCIAL SERVICES; and NATIONSTAR MORTGAGE, LLC,

Respondents.

Electronically Filed  
Oct 01 2021 10:11 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

Case No.: 82294

Dist. Court No.: A-19-799890-C

**APPENDIX  
VOLUME 18 of 22**

Prepared and Submitted by:

/s/ John W. Thomson

JOHN W. THOMSON, ESQ.

Nevada Bar No. 5802

THOMSON LAW PC

2450 St. Rose Pkwy, Ste 120

Henderson, NV 89074

Tel: 702-478-8282

Fax: 702-541-9500

*Attorney for Appellant Nona Tobin*



- 13.6            **Severability.** In the event any clause, provision or provisions of this Trust Indenture prove to be or be adjudged invalid or void for any reason, then such invalid or void clause, provision or provisions shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible.
- 13.7            **Physical Division of Property Not Necessary.** Physical segregation or division of the various trusts created hereunder is not required, except as may be necessary by the termination of any such trust. The Trustee is required to keep separate accounts for the various undivided trusts.
- 13.8            **Distribution Of Small Trust.** If the Trustee, in the Trustee's absolute discretion, determines that the amount held in Trust is not large enough to be administered in Trust on an economical basis, then the Trustee may distribute the Trust assets free of Trust to those persons then entitled to receive the same; or in the case of a minor beneficiary, the Trustee may, in the Trustee's discretion, also distribute to a custodial account under the Uniform Transfers to Minors Act or similar account for the benefit of the minor beneficiary.
- 13.9            **Headings.** The various clause headings used herein are for convenience of reference only and constitute no part of this Trust Indenture.
- 13.10           **More Than One Original.** This Trust Indenture may be executed in any number of copies and each shall constitute an original of one and the same instrument.
- 13.11           **Interpretation.** Whenever it shall be necessary to interpret this Trust, the masculine, feminine and neuter personal pronouns shall be construed interchangeably, and the singular shall include the plural and the singular.
- 13.12           **Definitions.** The following words are defined as follows:
- (a)            **"Principal" and "Income".** Except as otherwise specifically provided in this Trust Indenture, the determination of all matters with respect to what is principal and income of the Trust estate and the apportionment and allocation of receipts and expenses thereon shall be governed by the provisions of Nevada's Revised Uniform Principal and Income Act, or its

equivalent, as it may be amended from time to time and so long as such Act does not conflict with any provision of this instrument. Notwithstanding such Act, no allowance for depreciation shall be charged against income or net income payable to any beneficiary.

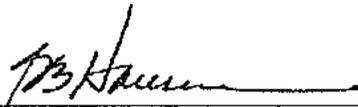
- (b) **"Education"**. Whenever provision is made in this Trust Indenture for payment for the "education" of a beneficiary, the term "education" shall be construed to include private schools, non profit and independent schools, pre-kindergarten through twelfth grade, include technical or trade schooling, college or postgraduate study, so long as pursued to advantage by the beneficiary at an institution of the beneficiary's choice. In determining payments to be made for a beneficiary's education, the Trustees shall take into consideration the beneficiary's related living and traveling expenses to the extent that they are reasonable.
- (c) **"Child, Children, Descendants or Issue"**. Except as otherwise set forth herein, as used in this instrument, the term "descendants" or "issue" of a person means all of that person's lineal descendants of all generations. The terms "child, children, descendants or issue" include adopted persons and a step-child or step-grandchild.
- (d) **"Tangible Personal Property"**. As used in this instrument, the term "tangible personal property" shall not include money, evidences of indebtedness, documents of title, securities and property used in a trade or business.

13.13 **Health Insurance Portability and Accountability Act Regulations.**

- (a) **HIPAA Regulations Require Special Release and Consent.** The federal regulation known as the Health Insurance Portability and Accountability Act (HIPAA) regarding disclosure of individually identifiable health information necessitates a special release and consent authority to all healthcare providers before medical information will be released to agents of the patient. It is the Trustor's intent to be in compliance with HIPAA.
- (b) **HIPAA Release Authority.** The Trustor hereby instructs that the Trustee(s) be treated as the Trustor wants to be treated with respect to the Trustor's rights and regarding the use and disclosure of the Trustor's individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act, 42 USC 1320d and 45 CFR 160-164.

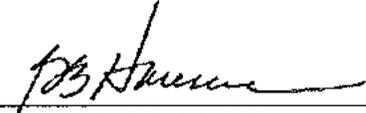
- (c) **Legal Consent for Disclosure of Health Care Information.** Any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other health care provider, any insurance company, the Medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services shall give, disclose and release to the Trustor's designated Trustee, without restriction, identifiable health information and medical records regarding any past, present or future medical or mental health condition, to include all information relating to the diagnoses treatment of HIV/AIDS, sexually transmitted diseases, mental illness and drug or alcohol abuse.
- (d) **Supersession of Prior Documents and Expiration Event.** The authority given the Trustee in this HIPAA legal consent shall supercede any prior agreements that the Trustor may have made with the Trustor's health care providers to restrict access or disclosure of the Trustor's individually identifiable health information. The authority given the Trustee has no expiration date and shall expire only in the event that the Trustor revokes the authority in writing and delivers it to the Trustor's health care provider.
- (e) **Release and Hold Harmless Provision.** In order to induce the disclosing party to disclose the aforesaid private and/or protected confidential information, the Trustor hereby forever releases and holds harmless said disclosing party who relies on this instrument from any liability under confidentiality rules arising from HIPAA as a consequence of said disclosure.

EXECUTED in Clark County, Nevada, on August 22, 2008.

  
\_\_\_\_\_  
GORDON B. HANSEN

ACCEPTANCE BY TRUSTEE

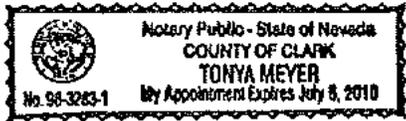
I certify that I have read the foregoing Declaration of Trust and understand the terms and conditions upon which the Trust estate is to be held, managed, and disposed of by me as Trustee. I accept the Declaration of Trust in all particulars and acknowledge receipt of the trust property described in Schedule "A" attached hereto, identified by my signature.

  
\_\_\_\_\_  
GORDON B. HANSEN

STATE OF NEVADA     )  
                                  ) ss.  
COUNTY OF CLARK    )

On August 22, 2008, before me, the undersigned, a Notary Public in and for such County and State, personally appeared GORDON B. HANSEN, known to me to be Trustor and Trustee whose name is subscribed to the within instrument and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



  
NOTARY PUBLIC

# EXHIBIT “4”

4 -1

20080827-0003627

<p>Fee: \$16.00 RPTT: EX#007  N/C Fee: \$0.00  08/27/2008 15:28:08  T20080191661  Requestor:  LEGAL EXPRESS  Debbie Conway SCR  Clark County Recorder Pgs: 4</p>
--

APN: 191-13-811-052

### GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That GORDON B. HANSEN, without consideration, does hereby Grant, Bargain, Sell and Convey to GORDON B. HANSEN, Trustee of the GORDON B. HANSEN TRUST, dated August 22, 2008, as amended, or restated, or his successors, all of his right, title and interest in that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

LOT EIGHTY-FIVE (85) IN BLOCK FOUR (4) OF FINAL MAP OF SUN CITY ANTHEM UNIT NO. 19 PHASE 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 102 OF PLATS, PAGE 80, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

Commonly known as: 2763 White Sage Drive, Henderson, NV 89052.

SUBJECT TO: 1. Powers of Trustee attached hereto as Exhibit "A" and by this reference incorporated herein.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

GRANTEES ADDRESS: Mr. Gordon B. Hansen, 2664 Olivia Heights Ave., Henderson, NV 89052

Witness his hand this 22<sup>nd</sup> day of August, 2008.

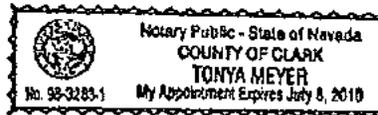
Gordon B. Hansen  
GORDON B. HANSEN

STATE OF NEVADA     )  
                                  ) ss.  
COUNTY OF CLARK    )

On this 22<sup>nd</sup> day of August, 2008, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared GORDON B. HANSEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Tonya Meyer  
Notary Public



Mail Tax Statements to:  
Mr. Gordon B. Hansen  
2664 Olivia Heights Ave.  
Henderson, NV 89052

When Recorded, Mail to:  
Mr. Gordon B. Hansen  
2664 Olivia Heights Ave.  
Henderson, NV 89052

Tobin 000040

AA3615

**EXHIBIT "A"**  
**POWERS OF TRUSTEE**

GORDON B. HANSEN, Trustee, is hereby vested with complete powers of disposition of the real estate herein described, including the power to plat, sell, encumber, mortgage and convey as a whole or in parcels, and no person dealing with said Trustee shall be obligated to look beyond the terms of this instrument for power in the Trustee to sell, encumber, mortgage or convey, the real estate described herein.

Said Grantee is likewise hereby excused from any and all duties of diligence and responsibility respecting the propriety of any act of said Trustee purporting to be done under or by virtue of the terms of this issue.

This conveyance is made in Trust pursuant to and in accordance with the "GORDON B. HANSEN TRUST" which was executed on August 22, 2008.

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number**

- a) 191-13-811-052
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

FOR RECORDER OPTIONAL USE ONLY	
Document/Instrument #:	_____
Book	Page: _____
Date of Recording:	<u>End of June</u>

**2. Type of Property:**

- a)  Vacant Land
- b)  Single Fam. Res.
- c)  Condo/Twnhse
- d)  2-4 Plex
- e)  Apt. Bldg
- f)  Comm'/Ind'l
- g)  Agricultural
- h)  Mobile Home
- i)  Other

3. Total Value/Sales Price of Property \$ \_\_\_\_\_  
 Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )  
 Transfer Tax Value: \$ \_\_\_\_\_  
 Real Property Transfer Tax Due \$ \_\_\_\_\_ 0

**4. If Exemption Claimed:**

- a. Transfer Tax Exemption per NRS 375.090, Section 7
- b. Explain Reason for Exemption: Transfer without consideration to or from a Trust

5. Partial Interest: Percentage being transferred: N/A%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS.375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Gordon B. Hansen Capacity Grantor  
 Signature \_\_\_\_\_ Capacity \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION (REQUIRED)**

Print Name: GORDON B. HANSEN  
 Address: 2763 White Sage Dr.  
 City: Henderson  
 State: NV Zip: 89052

**BUYER (GRANTEE) INFORMATION (REQUIRED)**

Print Name: GORDON B. HANSEN TRUST  
 Address: 2664 Olivia Heights Ave.  
 City: Henderson  
 State: NV Zip: 89052

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: Mr. Gordon B. Hansen Escrow #: \_\_\_\_\_  
 Address: 2664 Olivia Heights Ave.  
 City: Henderson State: NV Zip: 89052

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

3629

# EXHIBIT “5”

STATE OF NEVADA - DEPARTMENT OF HUMAN RESOURCES  
DIVISION OF HEALTH - VITAL STATISTICS

CERTIFICATE OF DEATH

2012000668  
STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK  
DECEDENT  
IF DEATH OCCURRED IN INSTITUTION SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS

1a DECEASED NAME (FIRST, MIDDLE, LAST, SUFFIX) <b>Gordon Bruce HANSEN</b>		2 DATE OF DEATH (Mo/Day/Year) <b>January 14, 2012</b>		3a COUNTY OF DEATH <b>Clark</b>	
3b CITY, TOWN, OR LOCATION OF DEATH <b>Henderson</b>		3c HOSPITAL OR OTHER INSTITUTION (Name if not either, give street and number) <b>St Rose Dominican Hospital Siena Campus</b>		3d If Hosp. or Inst. indicate DOA or Emer. Rm. (Inpatient/Specify) <b>Inpatient</b>	
4 SEX <b>Male</b>		5 RACE (Specify) <b>White</b>		6 Hispanic Origin? Specify No - Non-Hispanic	
7a AGE (Last birthday (Years)) <b>64</b>		7b UNDER 1 YEAR MOS DAYS <b>64</b>		7c UNDER 1 DAY HOURS MINS. <b>19:50</b>	
8 DATE OF BIRTH (Mo/Day/Yr) <b>January 26, 1947</b>		9a CITIZEN OF WHAT COUNTRY <b>United States</b>		9b MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) <b>Divorced</b>	
10 EDUCATION <b>18</b>		11 SURVIVING SPOUSE (If male, give maiden name)		12 Ever in US Armed Forces? <b>Yes</b>	
13 SOCIAL SECURITY NUMBER <b>547-68-0401</b>		14a USUAL OCCUPATION (Give kind of work done during most of Working Life. Even if Retired) <b>Police Officer</b>		14b KIND OF BUSINESS OR INDUSTRY <b>Law Enforcement</b>	
15a RESIDENCE - STATE <b>Nevada</b>		15b COUNTY <b>Clark</b>		15c CITY, TOWN OR LOCATION <b>Henderson</b>	
15d STREET AND NUMBER <b>2864 Oliva Heights Avenue</b>		15e INSIDE CITY LIMITS (Specify Yes or No) <b>Yes</b>		16 FATHER(PARENT) NAME (First, Middle, Last, Suffix) <b>Charles Arvid HANSEN</b>	
16a MOTHER(PARENT) NAME (First, Middle, Last, Suffix) <b>Maud Evelyn LEHSOU</b>		17 INFORMANT NAME (Type or Print) <b>Steven Eric HANSEN</b>		17b MAILING ADDRESS (If not at R.F.D. No. City or Town, State, Zip) <b>19813 Mesa Drive Tehachapi, California 93561</b>	
18a BIRTH (Mo/Day/Yr) <b>January 19, 2012</b>		18b HOUR OF DEATH <b>19:50</b>		18c NAME OF ATTENDING PHYSICIAN (Type or Print) <b>RITA CHUANG MD</b>	
19a BURIAL, CREMATION, REMOVAL, OTHER (Specify) <b>Cremation</b>		19b CEMETERY OR CREMATORY - NAME <b>Palm Crematory</b>		19c LOCATION - City or Town, State <b>Las Vegas Nevada 89101</b>	
20a FUNERAL DIRECTOR - SIGNATURE (Of Person Acting as Such) <b>BART BURTON</b> SIGNATURE AUTHENTICATED		20b FUNERAL DIRECTOR LICENSE <b>50</b>		20c NAME AND ADDRESS OF FACILITY <b>Neptune Society</b> <b>8570 Del Webb Blvd Las Vegas NV 89134</b>	
21 TRADE CALL - NAME AND ADDRESS					
22a On the basis of examination and/or investigation, in my opinion, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) <b>RITA CHUANG MD</b> SIGNATURE AUTHENTICATED					
22b DATE SIGNED (Mo/Day/Yr) <b>January 19, 2012</b>					
22c HOUR OF DEATH <b>19:50</b>					
22d PRONOUNCED DEAD AT (Mo/Day/Yr) <b>January 19, 2012</b>					
22e PRONOUNCED DEAD AT (Hour) <b>19:50</b>					
23a NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, DISORDERER) (Type or Print) <b>RITA CHUANG MD 2629 Horizon Ridge Henderson, NV 89052</b>				23b LICENSE NUMBER <b>9659</b>	
24a REGISTRAR (Signature) <b>SUSAN ZANNIS</b> SIGNATURE AUTHENTICATED				24b DATE RECEIVED BY REGISTRAR (Mo/Day/Yr) <b>January 19, 2012</b>	
24c DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Interval between onset and death	
25 IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c)) PART I (a) <b>Pancreatic cancer</b> DUE TO, OR AS A CONSEQUENCE OF (b) DUE TO, OR AS A CONSEQUENCE OF (c) DUE TO, OR AS A CONSEQUENCE OF (d) OTHER SIGNIFICANT CONDITIONS (Conditions contributing to death but not resulting in the underlying cause stated in Part I)					
26 AUTOPSY (Specify Yes or No) <b>No</b>				27 WAS CASE REFERRED TO CORONER (Specify Yes or No) <b>No</b>	
28a AGE, SEX, RACE, HEIGHT OR PENDING INVEST (Specify)		28b DATE OF INJURY (Mo/Day/Yr)		28c HOUR OF INJURY	
28d INJURY AT WORK (Specify Yes or No)		28e PLACE OF INJURY (At home, farm, street, factory, office building, etc. (Specify))		28f LOCATION - STREET OR R.F.D. No. CITY OR TOWN STATE	

PARENTS

DISPOSITION

TRADE CALL

CERTIFIER

REGISTRAR

CAUSE OF DEATH

CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE PRECEDING CAUSE LAST

STATE REGISTRAR

"CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE WITH THE REGISTRAR OF VITAL STATISTICS, STATE OF NEVADA." This copy was issued by the Southern Nevada Health District from State certified documents as authorized by the State Board of Health pursuant to NRS 440.175.

NOT VALID WITHOUT THE RAISED SEAL OF THE SOUTHERN NEVADA HEALTH DISTRICT

Lawrence K. Sands, D.O., MPH  
Registrar of Vital Statistics  
By: *[Signature]*

Date Issued: **JAN 23 2012**

# EXHIBIT “6”

**NONA TOBIN**  
**GORDON B HANSEN**  
 2884 OLIVIA HEIGHTS AVE  
 HENDERSON, NV 89052 7039

143  
 84-771724  
 44

8/17/12  
 Date

Pay to the Order of Sun City Anthem Com Assoc \$ 300.00  
Three hundred Dollars

NEVADA STATE BANK  
 THE DOOR TO YOUR FUTURE  
 P.O. BOX 500 LAS VEGAS, NEVADA 89155-0500  
 nevadastatbank.com

For SUC 1000204800H Nona Jol  
 153751166148 0143 8081234 NV

Silver Advantage

Credited to Acct  
 153751166148  
 Return Acct 153751166148

Date:10/23/12 Seq #:94234937 Account:640052155 Serial #:143 Amount:\$300.00 Dep Seq #:-

# EXHIBIT “7”



Red Rock Financial Services

November 5, 2012

The Estate of Gordon B. Hansen  
2763 White Sage Drive  
Henderson, NV 89052

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

Dear The Estate of Gordon B. Hansen,

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

Red Rock Financial Services is in receipt of the correspondence that the Homeowner has passed away. Our records have been updated to reflect that Gordon B. Hansen has passed away. Please be advised that our office has been retained to collect the delinquent balance owed to Sun City Anthem Community Association. Please contact our office within thirty (30) days from the date of this letter to discuss payment arrangements.

The current balance on the account is \$495.36. Enclosed is an accounting ledger for your review. Payments must be in the form of a cashier's check or money order made payable to Red Rock Financial Services and mailed to the address below. Failure to remit payment within 30 days from the date of this letter may result in the continuation of the collection process at additional costs to you.

Additional information regarding this account can be obtained at [www.rrfs.com](http://www.rrfs.com). Please contact the office of Red Rock Financial Services at 702-932-6887 with any questions.

Sincerely,

Red Rock Financial Services  
Enclosure(S)

Red Rock Financial Services ■ 7251 Amigo Street, Suite 100 Las Vegas, NV 89119

[www.rrfs.com](http://www.rrfs.com) ■ Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a banking electronic debit from your account at the financial institution indicated on your check. The electronic debit will be for the amount of your check, or additional amount will be added to the amount. If we cannot collect your electronic payment, we will debit a non-sufficient funds account. Please contact the Account Executive mentioned at (702) 932-6887 to learn more about payment options should you prefer to not have your payment processed in this manner.

Tobin 00004666

AA3623

Red Rock Financial Services

Account Detail

Sun City Anthem Community Association

Information as of: November 5, 2012

Red Rock Financial Services Account Number: R808634  
 Property Address: 2763 White Sage Dr, Henderson, NV 89052  
 Hansen, The Estate of Gordon B.

Detailed Summary

Date	Description	Amount	Balance	Check#
10/01/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00	
10/11/2011	Association Mgmt Payment	-\$240.00	\$10.00	52791
11/22/2011	Association Mgmt Payment	-\$10.00	\$0.00	61105
01/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
01/30/2012	Late Fee	\$25.00	\$300.00	
02/21/2012	Association Mgmt Payment	-\$300.00	\$0.00	00112
04/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
04/26/2012	Association Mgmt Payment	-\$275.00	\$0.00	127
07/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
07/31/2012	Late Fee	\$25.00	\$300.00	
08/31/2012	Late Fee	\$25.00	\$325.00	
09/13/2012	Management Company Collection Cost	\$150.00	\$475.00	
09/17/2012	Intent to Lien Letter	\$125.00	\$600.00	
09/17/2012	Intent Mailing Costs	\$8.97	\$608.97	
09/17/2012	Intent Mailing Costs	\$8.97	\$617.94	
09/24/2012	Vendor Adjustment	-\$150.00	\$467.94	
09/30/2012	Late Fee	\$25.00	\$492.94	
09/30/2012	Interest	\$1.21	\$494.15	
10/01/2012	Sun City Anthem QT Assmt	\$275.00	\$769.15	
10/18/2012	Red Rock Partial Payment	-\$300.00	\$469.15	PC 143
10/30/2012	Association Interest	\$1.21	\$470.36	
10/31/2012	Late Fee	\$25.00	\$495.36	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-8887 Fax: (702) 341-7733

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

Printed: 11/5/12

Tobin 000047

AA3624

**Red Rock Financial Services**  
**Account Detail**  
**Sun City Anthem Community Association**  
Information as of: November 5, 2012

Red Rock Financial Services Account Number: R808634  
Property Address: 2763 White Sage Dr, Henderson, NV 89052  
Hansen, The Estate of Gordon B.

## Detailed Summary

Date	Description	Amount	Balance	Check#
07/11/2008	Association Mgmt Payment	-\$275.00	\$0.00	6578
09/25/2008	Association Mgmt Payment	-\$175.00	-\$175.00	02057
10/01/2008	Sun City Anthem QT Assmt	\$175.00	\$0.00	
12/31/2008	Association Mgmt Payment	-\$240.00	-\$240.00	02074
01/01/2009	Sun City Anthem QT Assmt	\$240.00	\$0.00	
04/01/2009	Sun City Anthem QT Assmt	\$240.00	\$240.00	
04/07/2009	Association Mgmt Payment	-\$240.00	\$0.00	02090
07/01/2009	Sun City Anthem QT Assmt	\$240.00	\$240.00	
07/13/2009	Association Mgmt Payment	-\$240.00	\$0.00	23791
10/09/2009	Association Mgmt Payment	-\$240.00	-\$240.00	97004
01/01/2010	Sun City Anthem QT Assmt	\$240.00	\$0.00	
01/25/2010	Association Mgmt Payment	-\$240.00	-\$240.00	10803
04/01/2010	Sun City Anthem QT Assmt	\$240.00	\$0.00	
07/01/2010	Sun City Anthem QT Assmt	\$240.00	\$240.00	
07/30/2010	Late Fee	\$25.00	\$265.00	
08/16/2010	Association Mgmt Payment	-\$265.00	\$0.00	63164
10/07/2010	Association Mgmt Payment	-\$240.00	-\$240.00	98965
01/01/2011	Sun City Anthem QT Assmt	\$250.00	\$10.00	
02/18/2011	Association Mgmt Payment	-\$10.00	\$0.00	84899
04/01/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00	
04/30/2011	Late Fee	\$25.00	\$275.00	
05/20/2011	Association Mgmt Payment	-\$275.00	\$0.00	02215
07/01/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00	
07/30/2011	Late Fee	\$25.00	\$275.00	
08/18/2011	Association Mgmt Payment	-\$275.00	\$0.00	02227

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

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

Printed: 11/5/12

Tobin 000048

AA3625

**Red Rock Financial Services**  
**Account Detail**  
**Sun City Anthem Community Association**  
Information as of: November 5, 2012

Page 1

Red Rock Financial Services Account Number: R808634  
Property Address: 2763 White Sage Dr, Henderson, NV 89052  
Hansen, The Estate of Gordon B.

Detailed Summary

Date	Description	Amount	Balance	Check#
01/01/2006	Quarterly Assessment	\$235.00	\$235.00	
02/01/2006	Association Mgmt Payment	-\$235.00	\$0.00	
04/01/2006	Quarterly Assessment	\$235.00	\$235.00	
04/18/2006	Association Mgmt Payment	-\$235.00	\$0.00	
07/01/2006	Quarterly Assessment	\$235.00	\$235.00	
07/12/2006	Association Mgmt Payment	-\$235.00	\$0.00	
10/01/2006	Quarterly Assessment	\$235.00	\$235.00	
10/26/2006	Association Mgmt Payment	-\$235.00	\$0.00	
01/01/2007	Quarterly Assessment	\$235.00	\$235.00	
01/11/2007	Association Mgmt Payment	-\$235.00	\$0.00	
03/08/2007	Association Mgmt Payment	-\$235.00	-\$235.00	
04/01/2007	Quarterly Assessment	\$235.00	\$0.00	
06/08/2007	Association Mgmt Payment	-\$235.00	-\$235.00	
07/01/2007	Quarterly Assessment	\$235.00	\$0.00	
10/01/2007	Sun City Anthem QT Assmt	\$235.00	\$235.00	
10/11/2007	Association Mgmt Payment	-\$235.00	\$0.00	1873
01/01/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00	
01/11/2008	Association Mgmt Payment	-\$275.00	\$0.00	6761
03/01/2008	Special Assessment	-\$81.32	-\$81.32	
03/01/2008	Special Assessment	\$81.32	\$0.00	
04/01/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00	
04/08/2008	Association Mgmt Payment	-\$275.00	\$0.00	3313
06/01/2008	Unit Repair	\$81.32	\$81.32	
06/25/2008	Association Mgmt Payment	-\$81.32	\$0.00	2044
07/01/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

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

Printed: 11/5/12

Tobin 000049

AA3626

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

Building: 0002 SCA Big Sky  
 2450 Hampton Rd

Las Vegas, NV 89052

Ref ID	Resident Name Unit Address	Type	Date	Code	Charge Code Desc Bill Address	Chk No	Amount	Balance
0460 01	Gordon B Hansen 2763 White Saga Dr Henderson, NV 89052 Current Credit History Code:		CL		2664 Olivia Heights Ave Henderson, NV 89052 Effective Date: 09/30/2014			
							Beg Bal	00.00
		Charge	01/01/2006	QA	Conversion		235.00	235.00
		Pay	02/01/2006		Conversion		-235.00	00.00
		Charge	04/01/2006	QA	Billing		235.00	235.00
		Pay	04/16/2006		Batch Adjustment		-235.00	00.00
		Charge	07/01/2006	QA	Billing		235.00	235.00
		Pay	07/12/2006		Batch Adjustment		-235.00	00.00
		Charge	10/01/2006	QA	Billing		235.00	235.00
		Pay	10/26/2006		Batch Adjustment		-235.00	00.00
		Charge	01/01/2007	QA	Billing		235.00	235.00
		Pay	01/11/2007		Batch Adjustment		-235.00	00.00
		Pay	03/08/2007		Batch Adjustment		-235.00	-235.00
		Charge	04/01/2007	QA	Billing		235.00	00.00
		Pay	06/08/2007		Batch Adjustment		-235.00	-235.00
		Charge	07/01/2007	QA	Billing		235.00	00.00
		Charge	10/01/2007	SQA	Sun City Anthem Quarter		235.00	235.00
		Pay	10/11/2007		Receipt Processing	1873	-235.00	00.00
		Charge	01/01/2008	SQA	Sun City Anthem Quarter		275.00	275.00
		Pay	01/11/2008		Receipt Processing	5761	-275.00	00.00
		Charge	03/01/2008	SPA	Fence Painting		81.32	81.32
		Credit	03/01/2008	SPA	Reverse Fence Painting		-81.32	00.00
		Charge	04/01/2008	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	04/08/2008		Receipt Processing	3313	-275.00	00.00
		Charge	06/01/2008	RPR	Fence Painting		81.32	81.32
		Pay	06/25/2008		Receipt Processing	2044	-81.32	00.00
		Charge	07/01/2008	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	07/11/2008		Receipt Processing	6578	-275.00	00.00
		Pay	09/25/2008		Lockbox Payment	02057	-175.00	-175.00
		Charge	10/01/2008	SQA	Sun City Anthem QT Assm		175.00	00.00
		Pay	12/31/2008		Lockbox Payment	02074	-240.00	-240.00
		Charge	01/01/2009	SQA	Sun City Anthem QT Assm		240.00	00.00
		Charge	04/01/2009	SQA	Sun City Anthem QT Assm		240.00	240.00
		Pay	04/07/2009		Lockbox Payment	02090	-240.00	00.00
		Charge	07/01/2009	SQA	Sun City Anthem QT Assm		240.00	240.00
		Pay	07/13/2009		Lockbox Payment	23791	-240.00	00.00
		Pay	10/09/2009		Lockbox Payment	97004	-240.00	-240.00
		Charge	01/01/2010	SQA	Sun City Anthem QT Assm		240.00	00.00
		Pay	01/25/2010		Lockbox Payment	10803	-240.00	-240.00
		Charge	04/01/2010	SQA	Sun City Anthem QT Assm		240.00	00.00
		Charge	07/01/2010	SQA	Sun City Anthem QT Assm		240.00	240.00
		Charge	07/30/2010	LF	Late Fees		25.00	265.00
		Pay	08/18/2010		Lockbox Payment	63164	-265.00	00.00
		Pay	10/07/2010		Lockbox Payment	98965	-240.00	-240.00
		Charge	01/01/2011	SQA	Sun City Anthem QT Assm		250.00	10.00
		Pay	02/18/2011		Lockbox Payment	84899	-10.00	00.00
		Charge	04/01/2011	SQA	Sun City Anthem QT Assm		250.00	250.00

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

Building: 0002 SCA Big Sky  
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
Unit Address				Bill Address				
0480 01	Gordon B Hansen 2763 White Sage Dr Henderson, NV 89052				2664 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
	Charge		04/30/2011	LF	Late Fees		25.00	275.00
	Pay		05/20/2011		Lockbox Payment	02215	-275.00	00.00
	Charge		07/01/2011	SQA	Sun City Anthem QT Assm		250.00	250.00
	Charge		07/30/2011	LF	Late Fees		25.00	275.00
	Pay		08/18/2011		Lockbox Payment	02227	-275.00	00.00
	Charge		10/01/2011	SQA	Sun City Anthem QT Assm		260.00	250.00
	Pay		10/11/2011		Lockbox Payment	52791	-240.00	10.00
	Pay		11/22/2011		Lockbox Payment	61105	-10.00	00.00
	Charge		01/31/2012	SQA	Sun City Anthem QT Assm		275.00	275.00
	Charge		01/30/2012	LF	Late Fees		25.00	300.00
	Pay		02/21/2012		Lockbox Payment	00112	-300.00	00.00
	Charge		04/01/2012	SQA	Sun City Anthem QT Assm		275.00	275.00
	Pay		04/26/2012		Receipt Processing	127	-275.00	00.00
	Charge		07/01/2012	SQA	Sun City Anthem QT Assm		275.00	275.00
	Charge		07/31/2012	LF	Late Fees		25.00	300.00
	Charge		08/31/2012	LF	Late Fees		25.00	325.00
	Charge		09/30/2012	INT	Interest		01.21	326.21
	Charge		09/30/2012	LF	Late Fees		25.00	351.21
	Charge		10/01/2012	SQA	Sun City Anthem QT Assm		275.00	626.21
	Charge		10/31/2012	LF	Late Fees		25.00	651.21
	Pay		11/09/2012		Collection Payment Part	110612	-300.00	351.21
	Charge		11/30/2012	LF	Late Fees		25.00	376.21
	Charge		12/31/2012	INT	Interest		01.10	377.31
	Charge		12/31/2012	LF	Late Fees		25.00	402.31
	Charge		01/31/2013	SQA	Sun City Anthem QT Assm		275.00	677.31
	Charge		01/31/2013	LF	Late Fees		25.00	702.31
	Charge		03/02/2013	LF	Late Fees		25.00	727.31
	Credit		03/02/2013	LF	Sun City Anthem QT Assm		-25.00	702.31
	Charge		03/31/2013	INT	Interest		02.31	704.62
	Charge		03/31/2013	LF	Late Fees		25.00	729.62
	Charge		04/01/2013	SQA	Sun City Anthem QT Assm		275.00	1,004.62
	Charge		04/02/2013	LF	Late Fees		25.00	1,029.62
	Credit		04/02/2013	LF	Rev 04/02/13 LF		-25.00	1,004.62
	Charge		05/01/2013	LF	Late Fees		25.00	1,029.62
	Charge		05/31/2013	LF	Late Fees		25.00	1,054.62
	Charge		06/30/2013	INT	Interest		03.52	1,058.14
	Charge		06/30/2013	LF	Late Fees		25.00	1,083.14
	Charge		07/01/2013	SQA	Sun City Anthem QT Assm		275.00	1,358.14
	Charge		07/31/2013	LF	Late Fees		25.00	1,383.14
	Charge		08/31/2013	LF	Late Fees		25.00	1,408.14
	Charge		08/30/2013	INT	Interest		04.73	1,412.87
	Charge		09/30/2013	LF	Late Fees		25.00	1,437.87
	Charge		10/01/2013	SQA	Sun City Anthem QT Assm		275.00	1,712.87
	Charge		10/31/2013	LF	Late Fees		25.00	1,737.87
	Charge		11/30/2013	LF	Late Fees		25.00	1,762.87
	Charge		12/31/2013	INT	Interest		05.94	1,788.81

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

Building: 0002 SCA Big Sky  
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
0480 01	Gordon B Hansen 2763 White Sage Dr Henderson, NV 89052				2664 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
	Charge		12/31/2013	LF	Late Fees		25.00	1,793.81
	Credit		12/31/2013	LF	Reverse LF		-25.00	1,768.81
	Charge		01/01/2014	SQA	Sun City Anthem QT Assm		275.00	2,043.81
	Charge		01/30/2014	LF	Late Fees		25.00	2,068.81
	Charge		03/30/2014	INT	Interest		07.16	2,075.96
	Charge		04/01/2014	SQA	Sun City Anthem QT Assm		275.00	2,350.96
	Charge		04/30/2014	LF	Late Fees		25.00	2,375.96
	Charge		05/30/2014	INT	Interest		08.36	2,384.32
	Charge		06/30/2014	INT	Interest		08.36	2,392.68
	Charge		07/01/2014	SQA	Sun City Anthem QT Assm		275.00	2,667.68
	Charge		07/30/2014	LF	Late Fees		25.00	2,692.68
	Charge		08/27/2014	INT	RRFS INT 7/14		08.36	2,701.04
	Pay		08/27/2014		Collection Payment PIF	092114	-2,701.04	00.00
	Charge		08/28/2014	FINE	Landscape Maint.		25.00	25.00
	Charge		08/30/2014	INT	Interest		09.57	34.57
	Credit		08/30/2014	INT	REV 08/14 INT		-09.57	25.00
	Charge		09/05/2014	FINE	Landscape Maint		25.00	50.00
	Charge		09/12/2014	FINE	Landscape Maint		25.00	75.00
	Charge		09/23/2014	FINE	Landscape Maint. 9.19.1		25.00	100.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 F1		-25.00	75.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 F1		-25.00	50.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 F1		-25.00	25.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 F1		-25.00	00.00
							Res Balance	00.00

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

Building: 0002 SCA Big Sky  
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code	Desc	Check No	Amount	Balance
0480 02	Jimjack Irr Tr 2763 White Sage Dr Henderson, NV 89052					5 Summit Walk Trail Henderson, NV 89052			
	Current Credit History Code:		RM			Effective Date: 02/05/2016			
								Res Bal	00.00
		Charge	09/25/2014	ASFR	Account Setup Fee Resel			225.00	225.00
		Charge	09/25/2014	FINE	8/29 - 8/23/14 FINES			100.00	325.00
		Charge	10/01/2014	SQA	Sun City Anthem QT Assm			275.00	600.00
		Pay	10/21/2014		Lockbox Payment		02235	-275.00	325.00
		Credit	11/06/2014	FINE	posted in error			-100.00	225.00
		Pay	11/24/2014		Lockbox Payment		02245	-225.00	00.00
		Charge	01/01/2015	SQA	Sun City Anthem QT Assm			275.00	275.00
		Pay	01/26/2015		Lockbox Payment		02260	-275.00	00.00
		Charge	04/01/2015	SQA	Sun City Anthem QT Assm			275.00	275.00
		Pay	04/20/2015		Lockbox Payment		02287	-275.00	00.00
		Charge	07/01/2015	SQA	Sun City Anthem QT Assm			275.00	275.00
		Charge	07/30/2015	LF	Late Fees			25.00	300.00
		Charge	09/03/2015	LPC	PreCollections - Initia			50.00	350.00
		Pay	09/22/2016		Lockbox Payment		00137	-350.00	00.00
		Charge	10/01/2015	SQA	Sun City Anthem QT Assm			275.00	275.00
		Charge	10/30/2015	LF	Late Fees			25.00	300.00
		Charge	12/02/2015	LPC	PreCollections - Initia			50.00	350.00
		Pay	12/10/2015		Receipt Processing		119	-350.00	00.00
		Charge	01/01/2016	SQA	Sun City Anthem QT Assm			275.00	275.00
		Charge	01/30/2016	LF	Late Fees			25.00	300.00
		Pay	02/24/2016		Lockbox Payment		00172	-300.00	00.00
								Res Balance	00.00

# EXHIBIT “8”

Assessor Parcel Number: 191-13-811-052  
File Number: R808634

Inst #: 201212140001338  
Fees: \$17.00  
N/C Fee: \$0.00  
12/14/2012 09:37:58 AM  
Receipt #: 1421501  
Requestor:  
NORTH AMERICAN TITLE COMPAN  
Recorded By: MSH Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**Accommodation**

**LIEN FOR DELINQUENT ASSESSMENTS**

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

**NOTICE IS HEREBY GIVEN:** Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Sun City Anthem Community Association, herein also called the Association, in accordance with Nevada Revised Statutes 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:

2763 White Sage Dr, Henderson, NV 89052  
SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, in the County of Clark

Current Owner(s) of Record:

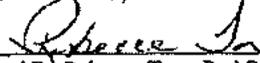
GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008

The amount owing as of the date of preparation of this lien is \*\*\$925.76.

This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.

\*\* The said amount may increase or decrease as assessments, late fees, interest, fines/violations, collection fees, costs or partial payments are applied to the account.

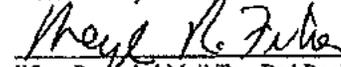
Dated: December 5, 2012

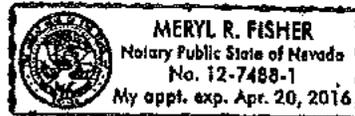
  
Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA            )  
COUNTY OF CLARK        )

On December 5, 2012, before me, personally appeared Rebecca Tom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
When Recorded Mail To: Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119  
702-932-6887



# EXHIBIT “9”

Assessor Parcel Number: 191-13-811-052  
File Number: R808634  
Property Address: 2763 White Sage Dr  
Henderson, NV 89052  
Title Order Number: 39334

Inst #: 201303120000847  
Fees: \$17.00  
N/C Fee: \$0.00  
03/12/2013 09:55:30 AM  
Receipt #: 1629577  
Requestor:  
NORTH AMERICAN TITLE SUNSET  
Recorded By: MSH Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE  
LIEN FOR DELINQUENT ASSESSMENTS**

◆ IMPORTANT NOTICE ◆

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

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!**

**NOTICE IS HEREBY GIVEN:** Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association, under the Lien for Delinquent Assessments, recorded on 12/14/2012, in Book Number 20121214, as Instrument Number 0001338, reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien, land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 10/31/2000, in Book Number 20001031, as Instrument Number 02253, has been breached. As of 07/01/2012 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of March 7, 2013, the amount owed is \$2,475.35. This amount will continue to increase until paid in full.

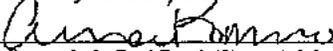
  
Prepared By Eungel Watson Red Rock Financial Services, on behalf of Sun City Anthem Community Association

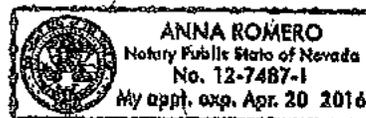
Dated: March 7, 2013

STATE OF NEVADA )  
COUNTY OF CLARK )

On March 7, 2013, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
When Recorded Red Rock Financial Services  
Mail To: 7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119  
702-932-6887



Tobin 000056

AA3634

# EXHIBIT “10”

Assessor Parcel Number: 191-13-811-052  
File Number: R808634

Inst #: 201304030001569  
Fees: \$17.00  
N/C Fee: \$0.00  
04/03/2013 11:28:14 AM  
Receipt #: 1660335  
Requestor:  
NORTH AMERICAN TITLE SUNSET  
Recorded By: SUC Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**NOTICE OF RESCISSION**

*Red Rock Financial Services, a division of RMI Management LLC, is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

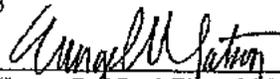
**NOTICE IS HERBY GIVEN:** Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association which the Lien for Delinquent Assessments was executed on 12/14/2012 as Book 20121214 and Instrument Number 0001338 of the Official Records in the Office of the Recorder of Clark County, Nevada and affecting the following described property situated in the County of Clark, State of Nevada, and more commonly known as:

2763 White Sage Dr, Henderson, NV 89052  
SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4,  
recorded at the Clark County, Nevada Recorders Office.

The owner(s) of record on said lien: GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008

Red Rock Financial Services and / or Sun City Anthem Community Association does hereby cancel, rescind and withdraw the Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments, recorded on 03/12/2013 as Book 20130312 and Instrument Number 0000847 of the Official Records in the Office of the Recorder of Clark County, Nevada.

Dated March 27, 2013

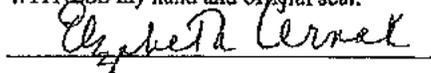


Prepared By Eungel Watson, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

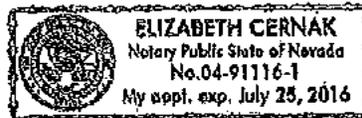
STATE OF NEVADA            )  
COUNTY OF CLARK         )

On March 27, 2013, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



When Recorded Mail To: Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119



Tobin 000057

AA3636

# EXHIBIT “11”



Numbers of Pages 6

May 29, 2013

Proudfit Realty  
Attn: Lee Cedola  
Via Email: [lee@proudfitrealty.com](mailto:lee@proudfitrealty.com)

Re: 2763 White Sage Dr, Henderson, NV 89052  
Sun City Anthem Community Association / R808634  
Escrow Number: 1316-3496

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

In response to your request for payoff figures for the above reference account, the following accounting ledger is a breakdown for the payoff request.

The current balance is \$3,055.47. This demand and its balance due will expire on 6/13/13. You **MUST** request an update as this balance will only be valid through the date above. Payment received after the expiration date will not be accepted if the balance has changed. Failure to remit the balance by the expiration date may result in the continuation of the collection process at an additional cost. Check(s) should be made payable to Red Rock Financial Services and mailed to the address below.

**Sun City Anthem Community Association and/or the management company's set up fees, as well as other fees and costs that are due at closing, if any, such as future assessments, are not included. You must contact RMI Management directly at [www.rmimc.com](http://www.rmimc.com) to request their demand statement for those additional amounts prior to closing.**

If you have any questions, please contact our office at 702-932-6887.

Regards,

Red Rock Financial Services

702.932.6887 | fax 702.341.7733 | 4775 W. Teco Avenue, Suite 140, Las Vegas, Nevada 89118 | [www.rifs.com](http://www.rifs.com)

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot credit your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

Tobin 000058

AA3638



Red Rock Financial Services  
Accounting Ledger  
Information as of: May 29, 2013

**Account Number:** 808634  
**Association:** Sun City Anthem Community Association  
**Property Address:** 2763 White Sage Dr, Henderson, NV 89052  
**Ledger Balance:** \$3,055.47  
**Homeowner(s):** The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ; WESTERN THRIFT & LOAN; MERS ; BANK OF AMERICA, N.A. ; WELLS FARGO BANK, N.A.

Posting	Description	Amount	Balance	Pmt Ref	Memo
1/1/2006	Quarterly Assessment	\$235.00	\$235.00		Conversion
2/1/2006	Association Mgmt Payment	(\$235.00)	\$0.00		Conversion
4/1/2006	Quarterly Assessment	\$235.00	\$235.00		Billing
4/18/2006	Association Mgmt Payment	(\$235.00)	\$0.00		Batch Adjustment
7/1/2006	Quarterly Assessment	\$235.00	\$235.00		Billing
7/12/2006	Association Mgmt Payment	(\$235.00)	\$0.00		Batch Adjustment
10/1/2006	Quarterly Assessment	\$235.00	\$235.00		Billing
10/26/2006	Association Mgmt Payment	(\$235.00)	\$0.00		Batch Adjustment
1/1/2007	Quarterly Assessment	\$235.00	\$235.00		Billing
1/11/2007	Association Mgmt Payment	(\$235.00)	\$0.00		Batch Adjustment
3/8/2007	Association Mgmt Payment	(\$235.00)	(\$235.00)		Batch Adjustment
4/1/2007	Quarterly Assessment	\$235.00	\$0.00		Billing
6/8/2007	Association Mgmt Payment	(\$235.00)	(\$235.00)		Batch Adjustment
7/1/2007	Quarterly Assessment	\$235.00	\$0.00		Billing
10/1/2007	Sun City Anthem QT Assmt	\$235.00	\$235.00		Sun City Anthem Quarterly Assessment
10/11/2007	Association Mgmt Payment	(\$235.00)	\$0.00	1873	Receipt Processing
1/1/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem Quarterly Assessment
1/11/2008	Association Mgmt Payment	(\$275.00)	\$0.00	6761	Receipt Processing
3/1/2008	Special Assessment	(\$81.32)	(\$81.32)		Reverse Fence Painting
3/1/2008	Special Assessment	\$81.32	\$0.00		Fence Painting
4/1/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt
4/8/2008	Association Mgmt Payment	(\$275.00)	\$0.00	3313	Receipt Processing
6/1/2008	Unit Repair	\$81.32	\$81.32		Fence Painting
6/25/2008	Association Mgmt Payment	(\$81.32)	\$0.00	2044	Receipt Processing
7/1/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt
7/11/2008	Association Mgmt Payment	(\$275.00)	\$0.00	6578	Receipt Processing
9/25/2008	Association Mgmt Payment	(\$175.00)	(\$175.00)	02057	Lockbox Payment
10/1/2008	Sun City Anthem QT Assmt	\$175.00	\$0.00		Sun City Anthem QT Assmt



**Red Rock Financial Services**  
**Accounting Ledger**  
 Information as of: May 29, 2013

**Account Number:** 808634  
**Association:** Sun City Anthem Community Association  
**Property Address:** 2763 White Sage Dr, Henderson, NV 89062  
**Ledger Balance:** \$3,055.47  
**Homeowner(s):** The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ; WESTERN THRIFT & LOAN; MERS ; BANK OF AMERICA, N.A. ; WELLS FARGO BANK, N.A.

Posting	Description	Amount	Balance	Pmt Ref	Memo
12/31/2008	Association Mgmt Payment	(\$240.00)	(\$240.00)	02074	Lockbox Payment
1/1/2009	Sun City Anthem QT Assmt	\$240.00	\$0.00		Sun City Anthem QT Assmt
4/1/2009	Sun City Anthem QT Assmt	\$240.00	\$240.00		Sun City Anthem QT Assmt
4/7/2009	Association Mgmt Payment	(\$240.00)	\$0.00	02090	Lockbox Payment
7/1/2009	Sun City Anthem QT Assmt	\$240.00	\$240.00		Sun City Anthem QT Assmt
7/13/2009	Association Mgmt Payment	(\$240.00)	\$0.00	23791	Lockbox Payment
10/9/2009	Association Mgmt Payment	(\$240.00)	(\$240.00)	97004	Lockbox Payment
1/1/2010	Sun City Anthem QT Assmt	\$240.00	\$0.00		Sun City Anthem QT Assmt
1/25/2010	Association Mgmt Payment	(\$240.00)	(\$240.00)	10803	Lockbox Payment
4/1/2010	Sun City Anthem QT Assmt	\$240.00	\$0.00		Sun City Anthem QT Assmt
7/1/2010	Sun City Anthem QT Assmt	\$240.00	\$240.00		Sun City Anthem QT Assmt
7/30/2010	Late Fees	\$25.00	\$265.00		Late Fees
8/18/2010	Association Mgmt Payment	(\$265.00)	\$0.00	63164	Lockbox Payment
10/7/2010	Association Mgmt Payment	(\$240.00)	(\$240.00)	98985	Lockbox Payment
1/1/2011	Sun City Anthem QT Assmt	\$250.00	\$10.00		Sun City Anthem QT Assmt
2/18/2011	Association Mgmt Payment	(\$10.00)	\$0.00	84899	Lockbox Payment
4/1/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00		Sun City Anthem QT Assmt
4/30/2011	Late Fees	\$25.00	\$275.00		Late Fees
5/20/2011	Association Mgmt Payment	(\$275.00)	\$0.00	02215	Lockbox Payment
7/1/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00		Sun City Anthem QT Assmt
7/30/2011	Late Fees	\$25.00	\$275.00		Late Fees
8/18/2011	Association Mgmt Payment	(\$275.00)	\$0.00	02227	Lockbox Payment
10/1/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00		Sun City Anthem QT Assmt
10/11/2011	Association Mgmt Payment	(\$240.00)	\$10.00	52791	Lockbox Payment
11/22/2011	Association Mgmt Payment	(\$10.00)	\$0.00	61105	Lockbox Payment
1/1/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt
1/30/2012	Late Fees	\$25.00	\$300.00		Late Fees
2/21/2012	Association Mgmt Payment	(\$300.00)	\$0.00	00112	Lockbox Payment



Red Rock Financial Services  
Accounting Ledger  
Information as of: May 29, 2013

**Account Number:** 808634  
**Association:** Sun City Anthem Community Association  
**Property Address:** 2763 White Sage Dr, Henderson, NV 89052  
**Ledger Balance:** \$3,055.47  
**Homeowner(s):** The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; WESTERN THRIFT & LOAN; MERS; BANK OF AMERICA, N.A.; WELLS FARGO BANK, N.A.

Posting	Description	Amount	Balance	Pmt Ref	Memo
4/1/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt
4/26/2012	Association Mgmt Payment	(\$275.00)	\$0.00	127	Receipt Processing
7/1/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt
7/31/2012	Late Fees	\$25.00	\$300.00		Late Fees
8/31/2012	Late Fees	\$25.00	\$325.00		Late Fees
9/13/2012	Management Company Collection Cost	\$150.00	\$475.00		Management Company Collection Fee
9/17/2012	Intent to Lien Letter	\$125.00	\$600.00		
9/17/2012	Mailing Costs	\$8.97	\$608.97		
9/17/2012	Mailing Costs	\$8.97	\$617.94		
9/24/2012	Vendor Adjustment	(\$150.00)	\$467.94		
9/30/2012	Late Fees	\$25.00	\$492.94		Late Fees
9/30/2012	Interest	\$1.21	\$494.15		Interest
10/1/2012	Sun City Anthem QT Assmt	\$275.00	\$769.15		Sun City Anthem QT Assmt
10/18/2012	Red Rock Partial Payment	(\$300.00)	\$469.15	PC 143	Partial Payment
10/31/2012	Late Fees	\$25.00	\$494.15		Late Fees
11/30/2012	Late Fees	\$25.00	\$519.15		Late Fees
12/5/2012	Lien Recording Costs	\$34.00	\$553.15		
12/5/2012	Lien Release	\$30.00	\$583.15		
12/5/2012	Lien for Delinquent Assessment	\$325.00	\$908.15		
12/5/2012	Mailing Costs	\$8.20	\$916.35		
12/5/2012	Mailing Costs	\$8.20	\$924.55		
12/20/2012	Payoff Demand	\$150.00	\$1,074.55		Ticor Title
12/31/2012	Late Fees	\$25.00	\$1,099.55		Late Fees
12/31/2012	Interest	\$1.10	\$1,100.65		Interest
1/1/2013	Sun City Anthem QT Assmt	\$275.00	\$1,375.65		Sun City Anthem QT Assmt
1/16/2013	Payoff Demand	\$50.00	\$1,425.65		Ticor Title
1/31/2013	Late Fees	\$25.00	\$1,450.65		Late Fees
2/6/2013	Intent to NOD	\$90.00	\$1,540.65		



Red Rock Financial Services  
Accounting Ledger  
Information as of: May 29, 2013

**Account Number:** 808634  
**Association:** Sun City Anthem Community Association  
**Property Address:** 2763 White Sage Dr, Henderson, NV 89052  
**Ledger Balance:** \$3,055.47  
**Homeowner(s):** The Gordon B. Hansen Trust, dated August 22, 2008;The Gordon B. Hansen Trust, dated August 22, 2008;SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ;WESTERN THRIFT & LOAN;MERS ;BANK OF AMERICA, N.A. ;WELLS FARGO BANK, N.A.

Posting	Description	Amount	Balance	Pmt Ref	Memo
3/2/2013	Late Fees	\$25.00	\$1,585.65		Late Fees
3/2/2013	Late Fees	(\$25.00)	\$1,540.65		Sun City Anthem QT Assmt
3/7/2013	NOD Mailing Costs	\$85.70	\$1,626.35		
3/7/2013	Notice of Default	\$400.00	\$2,026.35		
3/7/2013	NOD Recording Costs	\$22.00	\$2,048.35		
3/7/2013	NOD Release	\$30.00	\$2,078.35		
3/7/2013	NOD Release Recording Costs	\$22.00	\$2,100.35		
3/7/2013	Trustee Sale Guarantee	\$350.00	\$2,450.35		
3/27/2013	Vendor Adjustment	(\$350.00)	\$2,100.35		
3/27/2013	Red Rock Fee Adjustment	(\$559.70)	\$1,540.65		
3/31/2013	Late Fees	\$26.00	\$1,566.65		Late Fees
3/31/2013	Interest	\$2.31	\$1,567.96		Interest
4/1/2013	Sun City Anthem QT Assmt	\$275.00	\$1,842.96		Sun City Anthem QT Assmt
4/2/2013	Late Fees	\$25.00	\$1,867.96		Late Fees
4/2/2013	Late Fees	(\$25.00)	\$1,842.96		Rev 04/02/13 LF
4/4/2013	NOD Mailing Costs	\$85.70	\$1,928.66		
4/4/2013	Notice of Default	\$400.00	\$2,328.66		
4/4/2013	NOD Recording Costs	\$22.00	\$2,350.66		
4/4/2013	NOD Release	\$30.00	\$2,380.66		
4/4/2013	NOD Release Recording Costs	\$22.00	\$2,402.66		
4/4/2013	Trustee Sale Guarantee	\$350.00	\$2,752.66		
4/4/2013	NOD Mailing Charges Adjustment	(\$25.71)	\$2,726.96		
4/30/2013	Payoff Demand	\$150.00	\$2,876.96		Miles Bauer
5/1/2013	Late Fees	\$25.00	\$2,901.96		Late Fees
5/29/2013	Payoff Demand	\$150.00	\$3,051.96		Proudfit Realty
5/31/2013	Association Interest	\$3.52	\$3,055.47		

# EXHIBIT “12”

Assessor Parcel Number: 191-13-811-052  
File Number: R808634  
Property Address: 2763 White Sage Dr  
Henderson, NV 89052

Inet #: 201402120001527  
Fees: \$18.00  
N/C Fee: \$0.00  
02/12/2014 09:08:29 AM  
Receipt #: 1930419  
Requestor:  
RED ROCK FINANCIAL SERVICES  
Recorded By: MAT Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**NOTICE OF FORECLOSURE SALE  
UNDER THE LIEN FOR DELINQUENT ASSESSMENTS**

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

**WARNING! A SALE OF YOUR PROPERTY IS IMMINENT!  
UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS  
NOTICE BEFORE THE SALE DATE, YOU COULD LOSE  
YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE.  
YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE  
ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL  
SERVICES AT (702) 932-6887 or (702) 215-8130. IF  
YOU NEED ASSISTANCE, PLEASE CALL THE  
FORECLOSURE SECTION OF THE OMBUDSMAN'S  
OFFICE, NEVADA REAL ESTATE DIVISION AT (877)  
829-9907 IMMEDIATELY.**

Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association under the Lien for Delinquent Assessments. **YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS**, recorded on 12/14/2012 in Book Number 20121214 as Instrument Number 0001338 reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien. **UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT PUBLIC SALE.** If you need an explanation of the nature of the proceedings against you, you should contact an attorney.

The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 04/08/2013 in Book Number 20130408 as Instrument Number 0001087 of the Official Records in the Office of the Recorder.

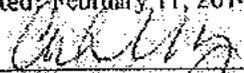
**NOTICE IS HEREBY GIVEN:** That on **03/07/2014**, at **10:00 a.m.** at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 2763 White Sage Dr, Henderson, NV 89052 and land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 of the Official Records in the

Assessor Parcel Number: 191-13-811-052  
File Number: R808634  
Property Address: 2763 White Sage Dr  
Henderson, NV 89052

Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state or federal savings and loan association, or savings association authorized to do business in the State of Nevada, in the amount of \$5,081.45 as of 2/11/2014, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold "as is".

The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded.

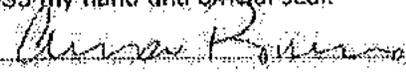
Dated: February 11, 2014

  
Prepared By Christie Marling, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

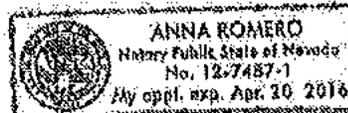
STATE OF NEVADA            )  
COUNTY OF CLARK        )

On February 11, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Reinstatement Information: (702) 483-2996 or Sale Information: (714) 573-7777

When Recorded Mail To:  
Red Rock Financial Services  
4775 W. Teco Avenue, Suite 140  
Las Vegas, Nevada 89118  
(702) 483-2996 or (702) 932-6887



Tobin 000065

AA3645

# EXHIBIT “13”



March 28, 2014

Chicago Title  
Attn: Rheanna Vasselle  
Via Email: [rheanna.flores@ctt.com](mailto:rheanna.flores@ctt.com)

Re: 2763 White Sage Dr, Henderson, NV 89052  
Sun City Anthem Community Association / R808634  
Escrow Number: 14025123-AR

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

In response to your request for payoff figures for the above referenced account, the following accounting ledger is a breakdown for the payoff request.

The current balance is \$4,962.64. This demand and its balance due will expire on 4/22/14. You MUST request an update as this balance will only be valid through the date above. Payment received after the expiration date may not be accepted if the balance has changed. Failure to remit the balance by the expiration date may result in the continuation of the collection process at an additional cost. Check(s) should be made payable to Red Rock Financial Services and mailed to the address below.

Sun City Anthem Community Association and/or the management company's set up fees, as well as other fees and costs that are due at closing, if any, such as future assessments, are not included. You must contact FirstService Residential, LLC Nevada directly at [www.fsresidential.com](http://www.fsresidential.com) to request their resale package for those additional amounts prior to closing.

If you have any questions, please contact our office at 702-932-6887.

Regards,  
Red Rock Financial Services

702.932.6887 | fax 702.341.7733 | 4775 W. Teco Avenue, Suite 140, Las Vegas, Nevada 89118 | [www.rfs.com](http://www.rfs.com)

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. The electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

Tobin 000066

AA3647

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>FirstService Residential, Nevada, LLC</b>	
	Business name/disregarded entity name, if different from above <b>DBA Red Rock Financial Services</b>	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) <b>4775 W. Teco Avenue, Suite #140</b> City, state, and ZIP code <b>Las Vegas, Nevada 89118</b>	Requester's name and address (optional)
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>								
<b>Employer identification number</b>								
8	8		0	3	5	8	1	3
2								

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Kimberlee Mubley</i>	Date ▶
------------------	--	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



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

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

Posting	Description	Amount	Balance	Pmt Ref	Memo
1/1/2006	Quarterly Assessment	\$235.00	\$235.00		Conversion
2/1/2006	Association Mgmt Payment	(\$235.00)	\$0.00		Conversion
4/1/2006	Quarterly Assessment	\$235.00	\$235.00		Billing
4/18/2006	Association Mgmt Payment	(\$235.00)	\$0.00		Batch Adjustment
7/1/2006	Quarterly Assessment	\$235.00	\$235.00		Billing
7/12/2006	Association Mgmt Payment	(\$235.00)	\$0.00		Batch Adjustment
10/1/2006	Quarterly Assessment	\$235.00	\$235.00		Billing
10/26/2006	Association Mgmt Payment	(\$235.00)	\$0.00		Batch Adjustment
1/1/2007	Quarterly Assessment	\$235.00	\$235.00		Billing
1/11/2007	Association Mgmt Payment	(\$235.00)	\$0.00		Batch Adjustment
3/8/2007	Association Mgmt Payment	(\$235.00)	(\$235.00)		Batch Adjustment
4/1/2007	Quarterly Assessment	\$235.00	\$0.00		Billing
6/8/2007	Association Mgmt Payment	(\$235.00)	(\$235.00)		Batch Adjustment
7/1/2007	Quarterly Assessment	\$235.00	\$0.00		Billing
10/1/2007	Sun City Anthem QT Assmt	\$235.00	\$235.00		Sun City Anthem Quarterly Assessment
10/11/2007	Association Mgmt Payment	(\$235.00)	\$0.00	1873	Receipt Processing
1/1/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem Quarterly Assessment
1/11/2008	Association Mgmt Payment	(\$275.00)	\$0.00	6761	Receipt Processing
3/1/2008	Special Assessment	(\$81.32)	(\$81.32)		Reverse Fence Painting
3/1/2008	Special Assessment	\$81.32	\$0.00		Fence Painting
4/1/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt
4/8/2008	Association Mgmt Payment	(\$275.00)	\$0.00	3313	Receipt Processing
6/1/2008	Unit Repair	\$81.32	\$81.32		Fence Painting
6/25/2008	Association Mgmt Payment	(\$81.32)	\$0.00	2044	Receipt Processing
7/1/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt
7/11/2008	Association Mgmt Payment	(\$275.00)	\$0.00	6578	Receipt Processing
9/25/2008	Association Mgmt Payment	(\$175.00)	(\$175.00)	02057	Lockbox Payment



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

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Posting	Description	Amount	Balance	Pmt Ref	Memo
10/1/2008	Sun City Anthem QT Assmt	\$175.00	\$0.00		Sun City Anthem QT Assmt
12/31/2008	Association Mgmt Payment	(\$240.00)	(\$240.00)	02074	Lockbox Payment
1/1/2009	Sun City Anthem QT Assmt	\$240.00	\$0.00		Sun City Anthem QT Assmt
4/1/2009	Sun City Anthem QT Assmt	\$240.00	\$240.00		Sun City Anthem QT Assmt
4/7/2009	Association Mgmt Payment	(\$240.00)	\$0.00	02090	Lockbox Payment
7/1/2009	Sun City Anthem QT Assmt	\$240.00	\$240.00		Sun City Anthem QT Assmt
7/13/2009	Association Mgmt Payment	(\$240.00)	\$0.00	23791	Lockbox Payment
10/9/2009	Association Mgmt Payment	(\$240.00)	(\$240.00)	97004	Lockbox Payment
1/1/2010	Sun City Anthem QT Assmt	\$240.00	\$0.00		Sun City Anthem QT Assmt
1/25/2010	Association Mgmt Payment	(\$240.00)	(\$240.00)	10803	Lockbox Payment
4/1/2010	Sun City Anthem QT Assmt	\$240.00	\$0.00		Sun City Anthem QT Assmt
7/1/2010	Sun City Anthem QT Assmt	\$240.00	\$240.00		Sun City Anthem QT Assmt
7/30/2010	Late Fees	\$25.00	\$265.00		Late Fees
8/16/2010	Association Mgmt Payment	(\$265.00)	\$0.00	63164	Lockbox Payment
10/7/2010	Association Mgmt Payment	(\$240.00)	(\$240.00)	98965	Lockbox Payment
1/1/2011	Sun City Anthem QT Assmt	\$250.00	\$10.00		Sun City Anthem QT Assmt
2/18/2011	Association Mgmt Payment	(\$10.00)	\$0.00	84599	Lockbox Payment
4/1/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00		Sun City Anthem QT Assmt
4/30/2011	Late Fees	\$25.00	\$275.00		Late Fees
5/20/2011	Association Mgmt Payment	(\$275.00)	\$0.00	02215	Lockbox Payment
7/1/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00		Sun City Anthem QT Assmt
7/30/2011	Late Fees	\$25.00	\$275.00		Late Fees
8/18/2011	Association Mgmt Payment	(\$275.00)	\$0.00	02227	Lockbox Payment
10/1/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00		Sun City Anthem QT Assmt
10/11/2011	Association Mgmt Payment	(\$240.00)	\$10.00	52791	Lockbox Payment
11/22/2011	Association Mgmt Payment	(\$10.00)	\$0.00	61105	Lockbox Payment
1/1/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt



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

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Posting	Description	Amount	Balance	Pmt Ref	Memo
1/30/2012	Late Fees	\$25.00	\$300.00		Late Fees
2/21/2012	Association Mgmt Payment	(\$300.00)	\$0.00	00112	Lockbox Payment
4/1/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt
4/26/2012	Association Mgmt Payment	(\$275.00)	\$0.00	127	Receipt Processing
7/1/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt
7/31/2012	Late Fees	\$25.00	\$300.00		Late Fees
8/31/2012	Late Fees	\$25.00	\$325.00		Late Fees
9/13/2012	Management Company Collection Cost	\$150.00	\$475.00		Management Company Collection Fee
9/17/2012	Intent to Lien Letter	\$125.00	\$600.00		
9/17/2012	Mailing Costs	\$8.97	\$608.97		
9/17/2012	Mailing Costs	\$8.97	\$617.94		
9/24/2012	Vendor Adjustment	(\$150.00)	\$467.94		
9/30/2012	Late Fees	\$25.00	\$492.94		Late Fees
9/30/2012	Interest	\$1.21	\$494.15		Interest
10/1/2012	Sun City Anthem QT Assmt	\$275.00	\$769.15		Sun City Anthem QT Assmt
10/18/2012	Red Rock Partial Payment	(\$300.00)	\$469.15	PC 143	Partial Payment
10/31/2012	Late Fees	\$25.00	\$494.15		Late Fees
11/30/2012	Late Fees	\$25.00	\$519.15		Late Fees
12/5/2012	Lien Recording Costs	\$34.00	\$553.15		
12/5/2012	Lien Release	\$30.00	\$583.15		
12/5/2012	Lien for Delinquent Assessment	\$325.00	\$908.15		
12/5/2012	Mailing Costs	\$8.20	\$916.35		
12/5/2012	Mailing Costs	\$8.20	\$924.55		
12/20/2012	Payoff Demand	\$150.00	\$1,074.55		Ticor Title
12/31/2012	Late Fees	\$25.00	\$1,099.55		Late Fees
12/31/2012	Interest	\$1.10	\$1,100.65		Interest
1/1/2013	Sun City Anthem QT Assmt	\$275.00	\$1,375.65		Sun City Anthem QT Assmt



Red Rock Financial Services  
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Posting	Description	Amount	Balance	Pmt Ref	Memo
1/16/2013	Payoff Demand	\$50.00	\$1,425.65		Ticor Title
1/31/2013	Late Fees	\$25.00	\$1,450.65		Late Fees
2/5/2013	Intent to NOD	\$90.00	\$1,540.65		
3/2/2013	Late Fees	\$25.00	\$1,565.65		Late Fees
3/2/2013	Late Fees	(\$25.00)	\$1,540.65		Sun City Anthem QT Assmt
3/7/2013	NOD Mailing Costs	\$85.70	\$1,626.35		
3/7/2013	Notice of Default	\$400.00	\$2,026.35		
3/7/2013	NOD Recording Costs	\$22.00	\$2,048.35		
3/7/2013	NOD Release	\$30.00	\$2,078.35		
3/7/2013	NOD Release Recording Costs	\$22.00	\$2,100.35		
3/7/2013	Trustee Sale Guarantee	\$350.00	\$2,450.35		
3/27/2013	Vendor Adjustment	(\$350.00)	\$2,100.35		
3/27/2013	Red Rock Fee Adjustment	(\$559.70)	\$1,540.65		
3/31/2013	Late Fees	\$25.00	\$1,565.65		Late Fees
3/31/2013	Interest	\$2.31	\$1,567.96		Interest
4/1/2013	Sun City Anthem QT Assmt	\$275.00	\$1,842.96		Sun City Anthem QT Assmt
4/2/2013	Late Fees	\$25.00	\$1,867.96		Late Fees
4/2/2013	Late Fees	(\$25.00)	\$1,842.96		Rev 04/02/13 LF
4/4/2013	NOD Mailing Costs	\$85.70	\$1,928.66		
4/4/2013	Notice of Default	\$400.00	\$2,328.66		
4/4/2013	NOD Recording Costs	\$22.00	\$2,350.66		
4/4/2013	NOD Release	\$30.00	\$2,380.66		
4/4/2013	NOD Release Recording Costs	\$22.00	\$2,402.66		
4/4/2013	Trustee Sale Guarantee	\$350.00	\$2,752.66		
4/4/2013	NOD Mailing Charges Adjustment	(\$25.71)	\$2,726.95		
4/30/2013	Payoff Demand	\$150.00	\$2,876.95		Miles Bauer
5/1/2013	Late Fees	\$25.00	\$2,901.95		Late Fees
5/29/2013	Payoff Demand	\$150.00	\$3,051.95		Proudfit Realty



Red Rock Financial Services  
Accounting Ledger  
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Posting	Description	Amount	Balance	Pmt Ref	Memo
5/31/2013	Late Fees	\$25.00	\$3,076.95		Late Fees
6/25/2013	Intent to NOS	\$90.00	\$3,166.95		
6/30/2013	Late Fees	\$25.00	\$3,191.95		Late Fees
6/30/2013	Interest	\$3.52	\$3,195.47		Interest
7/1/2013	Sun City Anthem QT Assmt	\$275.00	\$3,470.47		Sun City Anthem QT Assmt
7/31/2013	Late Fees	\$25.00	\$3,495.47		Late Fees
8/15/2013	Intent to Conduct Foreclosure	\$25.00	\$3,520.47		
8/31/2013	Late Fees	\$25.00	\$3,545.47		Late Fees
9/30/2013	Late Fees	\$25.00	\$3,570.47		Late Fees
9/30/2013	Interest	\$4.73	\$3,575.20		Interest
10/1/2013	Sun City Anthem QT Assmt	\$275.00	\$3,850.20		Sun City Anthem QT Assmt
10/31/2013	Late Fees	\$25.00	\$3,875.20		Late Fees
11/30/2013	Late Fees	\$25.00	\$3,900.20		Late Fees
12/31/2013	Late Fees	\$25.00	\$3,925.20		Late Fees
12/31/2013	Interest	\$5.94	\$3,931.14		Interest
12/31/2013	Late Fees	(\$25.00)	\$3,906.14		Reverse LF
1/1/2014	Sun City Anthem QT Assmt	\$275.00	\$4,181.14		Sun City Anthem QT Assmt
1/29/2014	Intent to Conduct Foreclosure	\$25.00	\$4,206.14		
1/30/2014	Late Fees	\$25.00	\$4,231.14		Late Fees
2/11/2014	NOS Mailing Costs	\$8.96	\$4,240.10		
2/11/2014	NOS Mailing Costs	\$8.96	\$4,249.06		
2/11/2014	NOS Mailing Costs	\$8.96	\$4,258.02		
2/11/2014	NOS Mailing Costs	\$8.96	\$4,266.98		
2/11/2014	NOS Mailing Costs	\$8.96	\$4,275.94		
2/11/2014	NOS Mailing Costs	\$8.96	\$4,284.90		
2/11/2014	NOS Mailing Costs	\$8.96	\$4,293.86		
2/11/2014	NOS Mailing Costs	\$8.96	\$4,302.82		
2/11/2014	NOS Mailing Costs	\$8.96	\$4,311.78		



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

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

/

# EXHIBIT "14"

Compliance View Screen [update]

Case	2014-659	Date Created	02/18/2014	 Audit Entry Items Documents Notes Disciplines Participants Add Discipline	
Legacy Compliance Status	191-13-811-052 NOS CLOSED	Date Received	02/13/2014		
Respondent ID	271957	How Received	LETTER		
Respondent Address	ESTATE OF GORDON B HANSEN, THE <input checked="" type="radio"/> Public <input type="radio"/> Mail ESTATE OF GORDON B HANSEN, THE 2763 WHITE SAGE DR HENDERSON, NV 89052	Receiving Board	RED		
Complainant ID	123186	Receiving Profession			
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS		
Comments:	R808834		Received By		Bonnie Schmidt
		Priority	SOUTH		
		Alleged Issues	OMB ADR - NRS 38.310(1)(a), DELINQUENT ASSESSMENTS		
		Case Nature	Chapter 38		

- Resolution
- Action Items
- Participants

Resolution [update]

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

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

Resolution Notes:

Action Items [add]

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

# EXHIBIT “15”

3-1

Inst #: 20140822-0002548  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$1805.40 Ex: #  
08/22/2014 09:53:30 AM  
Receipt #: 2130155  
Requestor:  
OPPORTUNITY HOMES LLC  
Recorded By: SOL Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

Mail and Return Tax statement to:  
Opportunity Homes, LLC  
2657 Windmill Parkway, #145  
Henderson, NV 89074

APN # 191-13-811-052

## FORECLOSURE DEED

The undersigned declares:

Red Rock Financial Services, herein called agent for (Sun City Anthem Community Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 12/14/2012 as instrument number 0001338 Book 20121214, in Clark County. The previous owner as reflected on said lien is GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008. Red Rock Financial Services as agent for Sun City Anthem Community Association does hereby grant and convey, but without warranty expressed or implied to: Opportunity Homes, LLC (herein called grantee), pursuant to NRS 116.3116 through NRS 116.31168, all its right, title and interest in and to that certain property legally described as: SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 which is commonly known as 2763 White Sage Dr Henderson, NV 89052.

### AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Sun City Anthem Community Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 03/12/2013 as instrument number 0000847 Book 20130312 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Sun City Anthem Community Association at public auction on 08/15/2014, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid \$63,100.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

Tobin 000081

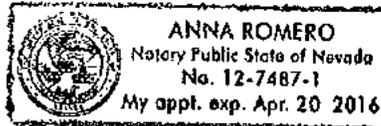
Dated: August 18, 2014

  
By: Christie Marling, employee of Red Rock Financial Services, agent for Sun City Anthem  
Community Association

STATE OF NEVADA                    )  
COUNTY OF CLARK                )

On August 18, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.





When Recorded Mail To: Opportunity Homes, LLC  
2657 Windmill Parkway, #145  
Henderson, NV 89074

Tobin 000082

# STATE OF NEVADA DECLARATION OF VALUE

**1. Assessor Parcel Number (s)**

- a) 191-13-811-052
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

**2. Type of Property:**

- |                             |              |  |                 |
|-----------------------------|--------------|--|-----------------|
| a) <input type="checkbox"/> | Vacant Land  | b) <input checked="" type="checkbox"/> | Single Fam Res. |
| c) <input type="checkbox"/> | Condo/Twnhse | d) <input type="checkbox"/>            | 2-4 Plex        |
| e) <input type="checkbox"/> | Apt. Bldg.   | f) <input type="checkbox"/>            | Comm'l/Ind'l    |
| g) <input type="checkbox"/> | Agricultural | h) <input type="checkbox"/>            | Mobile Home     |
| i) <input type="checkbox"/> | Other        |  |                 |

<b>FOR RECORDERS OPTIONAL USE ONLY</b>
Notes: <u>4</u>

**3. Total Value/Sales Price of Property:**

Deed in Lieu of Foreclosure Only (value of property) \$ 63,100.<sup>00</sup>

Transfer Tax Value: \$ 353,529.<sup>00</sup>

Real Property Transfer Tax Due: \$ ~~323.85~~ 1,805.40 <sup>07</sup>

**4. If Exemption Claimed:**

- a. Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_
- b. Explain Reason for Exemption: \_\_\_\_\_

**5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %**

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature *[Signature]* Capacity AGENT

Signature \_\_\_\_\_ Capacity \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**

(REQUIRED)

Print Name: Red Rock Financial Services

Address: 4775 West Taco Ave #140

City: Las Vegas

State: NV Zip: 89118

**BUYER (GRANTEE) INFORMATION**

(REQUIRED)

Print Name: Opportunity Homes, LLC

Address: 2657 Windmill Parkway, #145

City: Henderson

State: NV Zip: 89074

**COMPANY/PERSON REQUESTING RECORDING**

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_

Address: \_\_\_\_\_

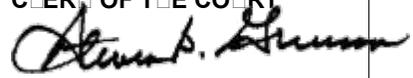
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

Tobin 000083

# EXHIBIT 4

# EXHIBIT 4



LIPSON NEILSON, P.C.  
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*Attorneys for Cross-Defendant  
Sun City Anthem Community Association*

DISTRICT COURT

CLEAR COUNTY, NEVADA

JOEL STONES and SANDRA F.  
STONES, as trustees of the JIMIJAC  
IRREVOCABLE TRUST,

Plaintiff,

vs.

BANK OF AMERICA, N.A.; SUN CITY  
ANTHEM COMMUNIT ASSOCIATION,  
INC.; DOES I through and ROE  
BUSINESSENTITIES I through ,  
inclusive,

Defendants.

NATIONSTAR MORTGAGE, LLC

Counter-Claimant,

vs.

JIMIJAC IRREVOCABLE TRUST;  
OPPORTUNIT HOMES, LLC, a Nevada  
limited liability company; F. BONDORANT,  
LLC, a Nevada limited liability company;  
DOES I through , inclusive; and ROE  
CORPORATIONS I through ,  
inclusive,

Counter-Defendants.

NONA TOBIN, an individual, and Trustee  
of the ORDON B. HANSEN TRUST.

CASE NO.: A-15-720032-C

Dept. 000

**NOTICE OF ENTRY OF FINDINGS OF  
FACT, CONCLUSIONS OF LAW AND  
ORDER ON CROSS-DEFENDANT SUN  
CITY ANTHEM COMMUNIT  
ASSOCIATION'S MOTION FOR  
SUMMARY JUDGMENT**

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

1 Dated 8/22/08  
2 Counter-Claimant,  
3 vs.  
4 JOEL A. STONES and SANDRA F.  
5 STONES, as trustees of the JIMI JACOBSON  
6 IRREVOCABLE TRUST,  
7 Counter-Defendants.  
8  
9 NONA TOBIN, an individual, and Trustee  
10 of the ORDON B. HANSEN TRUST.  
11 Dated 8/22/08  
12 Cross-Claimant,  
13 vs.  
14 SON CITI ANTHEM COMMUNITAS  
15 ASSOCIATION, INC., DOES 1-10, AND  
16 ROE CORPORATIONS 1-10, inclusive,  
17 Counter-Defendants.  
18  
19 NONA TOBIN, an individual, and Trustee  
20 of the ORDON B. HANSEN TRUST.  
21 Dated 8/22/08  
22 Cross-Claimant,  
23 vs.  
24 OPPORTUNITAS HOMES, LLC, THOMAS  
25 LUCAS, Manager,  
26 Counter-Defendant.  
27  
28 NONA TOBIN, an individual, and Trustee  
of the ORDON B. HANSEN TRUST.  
Dated 8/22/08  
Cross-Claimant,  
vs.  
DENISE LEE, an Individual, d/b/a  
Manager, F. BONDORANT, LLC,  
Counter-Defendant.



**CERTIFICATE OF SERVICE**

I hereby certify that on the 18<sup>th</sup> day of April, 2019, service of the foregoing  
**NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER  
ON CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION'S  
MOTION FOR SUMMARY JUDGMENT** to the Clerk's Office using the Odyssey E-File  
& Serve System for filing and transmittal to the following Odyssey E-File & Serve  
registrants:

Melanie D Morgan, Esq.  
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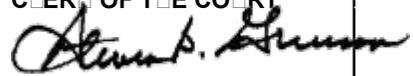
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*Attorney for Nona Tobin an individual and  
Trustee of the Gordon B. Hansen Trust,  
dated 8/22/25*

*/s/ Sydney Ochoa*

---

An Employee of LIPSON NEILSON, P.C.



1 LIPSON NEILSON, P.C.  
2 KALEB D. ANDERSON, ESQ.  
3 Nevada Bar No. 7582  
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12 Attorneys for Cross-Defendant  
13 Sun City Anthem Community Association

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**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

11 JOEL STOKES and SANDRA F.  
12 STOKES, as trustees of the JIMI JACK  
13 IRREVOCABLE TRUST,

14 Plaintiff,

15 vs.

16 BANK OF AMERICA, N.A.,

17 Defendant.

18 NATIONSTAR MORTGAGE, LLC

19 Counter-Claimant,

20 vs.

21 JIMI JACK IRREVOCABLE TRUST,

22 Counter-Defendant.

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

26 Counter-Claimant,

27 vs.

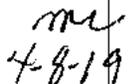
28 JOEL A. STOKES and SANDRA F.  
STOKES, as trustees of the JIMI JACK  
IRREVOCABLE TRUST, SUN CITY

CASE NO.: A-15-720032-C

Dept. XXXI

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW AND ORDER ON CROSS-  
DEFENDANT SUN CITY ANTHEM  
COMMUNITY ASSOCIATION'S MOTION  
FOR SUMMARY JUDGMENT**

Lipson, Neilson P.C.  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144



1 ANTHEM COMMUNITY ASSOCIATION,  
2 INC., YUEN K. LEE, an Individual, d/b/a/  
3 Manager, F. BONDURANT, LLC, and  
DOES 1-10, and ROE CORPORATIONS  
1-10, inclusive,

4 Counter-Defendants,

5  
6 On February 5, 2019, Cross-Defendant Sun City Anthem Community Association  
7 filed its Motion for Summary Judgment ("Motion"). On February 12, 2019 Nationstar  
8 Mortgage, LLC filed its Joinder thereto. On March 5, 2019, Nona Tobin, individually and  
9 as Trustee of the Gordon B. Hansen Trust filed her Opposition to the Motion. On March  
10 6, 2019, Cross-Defendant Sun City Anthem Community Association filed its Reply in  
11 Support of the Motion for Summary Judgment. On March 5, 2019, the Court issued its  
12 Minute Order granting the Motion, having not received any opposition to the Motion.

13 The Motion was heard on March 26, 2019 at 9:30 a.m. in the above captioned  
14 matter. In attendance were David T. Ochoa on behalf of Sun City Anthem Community  
15 Association ("HOA" or "Sun City Anthem"), Joe Coppedge on behalf of Nona Tobin,  
16 individually and as Trustee of the Gordon B. Hansen Trust ("Tobin"), Joseph Hong on  
17 behalf of Joel Stokes and Sandra F. Stokes, as trustee of the Jimijack Irrevocable Trust  
18 ("Purchaser"), and also on behalf of F. Bondurant, LLC, and Melanie Morgan on behalf of  
19 Nationstar Mortgage, LLC ("Nationstar"). At the hearing, the parties stipulated to  
20 vacating the March 5, 2019 Minute Order and to hear the Motion on its merits.  
21 Additionally, Purchaser and F. Bondurant, LLC, made an Oral request to Join the Motion,  
22 to which Tobin objected.

23 The Court having reviewed the papers and pleadings, and having heard oral  
24 argument, issues the following findings of fact, conclusions of law and order:

25 **FINDINGS OF FACT**

26 1. In 2003, Gordon B. Hansen obtained a loan to purchase the real property  
27 located at 2763 White Sage Drive, Henderson, NV 89052 (the "Property").  
28

1           2.       The Property was subject to the HOA's Covenants, Conditions and  
2 Restrictions "CC&Rs".

3           3.       In 2008, title to Property was transferred to the Gordon B. Hansen Trust  
4 (the "Trust"). Nona Tobin became the sole trustee of the Trust in January 2012 when  
5 Gordon Hansen passed away.

6           4.       In 2012, the Trust defaulted on the homeowners' assessments.

7           5.       On September 17, 2012, Red Rock Financial ("Red Rock"), the HOA's  
8 collection company, sent Gordon Hansen letters indicating that his account was in  
9 collections with them.

10          6.       On September 20, 2012, Sun City Anthem sent Gordon Hansen a Notice  
11 of Hearing that his account was delinquent and they were considering suspending  
12 membership privileges.

13          7.       On October 3, 2012, Tobin sent a letter to Sun City Anthem informing Sun  
14 City Anthem that Gordon Hansen passed away ("Tobin Letter").

15          8.       The Tobin Letter included a copy of the Notice of Hearing sent by Sun City  
16 Anthem as it was stamped by Red Rock as received on October 8, 2012 with other  
17 parts of the letter.

18          9.       The Tobin Letter also stated she was late and delinquent on assessments,  
19 that she was attempting to short sale the Property, and she did not intend to pay any  
20 additional assessments after the enclosed check.

21          10.      Tobin in fact never paid assessments after the October 2012 Tobin Letter.

22          11.      Tobin was handling affairs for The Estate of Gordon N. Hansen and  
23 owned her own property in Sun City Anthem at an Olivia Heights address.

24          12.      On November 5, 2012, Red Rock sent letters to both addresses (Olivia  
25 Heights and White Sage) addressed to The Estate of Gordon N. Hansen, informing that  
26 they received the notification that Gordon Hansen had passed, and requesting the  
27 Estate contact the office within thirty days of the letter.

28

1           13.    The Ledger and Payment Allocation indicate that payment was applied to  
2 the July 1, 2012 Quarter Assessment and the July 31, 2012 Late Fee.

3           14.    On December 14, 2012, the HOA, through Red Rock recorded a notice of  
4 delinquent assessment lien.

5           15.    On March 12, 2013, the HOA, through Red Rock, recorded a notice of  
6 default and election to sell. The first notice of default was rescinded on or about April 3,  
7 2013.

8           16.    On April 8, 2013, a second notice of default and election to sell was  
9 recorded by the HOA through Red Rock.

10          17.    The second notice of default and election to sell correctly notes the start of  
11 the delinquency since July 1, 2012.

12          18.    The Red Rock Ledger indicates the July 1, 2012 assessment payment  
13 was late, this was put in the second notice of default and election to sell, and is  
14 confirmed by the Tobin Letter.

15          19.    On February 12, 2014, the HOA, through Red Rock, recorded a notice of  
16 foreclosure sale.

17          20.    The Notice of Sale correctly referenced the second notice of default and  
18 election to sell that was recorded on April 8, 2013.

19          21.    Red Rock complied with all mailing requirements. Mailings went to both  
20 the Property address (White Sage) and Tobin's home address (Olivia Heights). Tobin  
21 signed for some of the mailings herself.

22          22.    The sale was scheduled for March 7, 2014, in the Notice of Sale. The  
23 sale was posted and published.

24          23.    The sale was postponed three times.

25          24.    The postponements were made in part to help Tobin attempt to short sale  
26 the Property.

27          25.    Tobin contracted with Craig Leidy to help her short sale the Property.  
28

1           26.     Craig Leidy requested the HOA waive thousands of dollars off the debt.

2           27.     The HOA communicated that it would waive some amounts but could not  
3 grant the waiver to the extent requested.

4           28.     Communication between Nationstar and Craig Leidy appears to indicate  
5 the balance was too high for Nationstar to allow the short sale.

6           29.     Sometime in May 2014, The Estate of Gordon Hansen entered into a  
7 Purchase Agreement with MZK Residential LLC, contingent on short sale approval.  
8 Tobin initialed every page of the agreement.

9           30.     The HOA foreclosure took place on August 15, 2014, whereby the HOA,  
10 through Red Rock, sold the Property to Thomas Lucas representing Opportunity Homes  
11 LLC for \$63,100.00.

12          31.     A foreclosure deed in favor of Opportunity Homes LLC was recorded on  
13 August 22, 2014.

14          32.     On October 13, 2014, Tobin sent an email to Craig Leidy, where she  
15 indicated her belief that he failed to protect the Trust's interest, that she believed he was  
16 working with the Purchaser Thomas Lucas, and also that she was aware that Red Rock  
17 interplead the excess proceeds.

18          33.     On August 11, 2017, A Notice of Entry Order Granting Thomas Lucas and  
19 Opportunity Homes, LLC's Motion for Summary Judgment was filed in this case. The  
20 Order states:

21                   While it is true that Mr. Lucas is a real estate licensee and an  
22 independent agent working with BHHS, BHHS is a real estate  
23 company that employs more than 800 real estate agents in Las  
24 Vegas valley alone, and Mr. Lucas is not bound by the agreements  
25 that Tobin could have signed with other BHHS agents.

26          34.     Tobin has filed one cause of action for Quiet Title/Declaratory Relief  
27 against the HOA.

28          35.     On January 10, 2019, the Court issued a Minute Order on Tobin's Motion  
to Amend Answer, Counterclaim, and Crossclaims that was filed on November 30,

1 2018.

2 36. No separate order or entry of order was filed regarding the Amended  
3 Answer, Counterclaim, and Crossclaims.

4  
5 37. The Amended Answer, Counterclaim, and Crossclaims was not separately  
6 filed.

#### 7 CONCLUSIONS OF LAW

8 1. Summary Judgment is appropriate “when the pleadings and other  
9 evidence on file demonstrate that no ‘genuine issue to any material fact [remains] and  
10 that the moving party is entitled to a judgment as a matter of law.” *Wood v. Safeway,*  
11 *Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Additionally, “[t]he purpose of  
12 summary judgment ‘is to avoid a needless trial when an appropriate showing is made in  
13 advance that there is no genuine issue of fact to be tried, and the movant is entitled to  
14 judgment as a matter of law.” *McDonald v. D.P. Alexander & Las Vegas Boulevard,*  
15 *LLC*, 121 Nev. 812, 815, 123 P.3d 748, 750 (2005) quoting *Coray v. Home*, 80 Nev. 39,  
16 40-41, 389 P.2d 76, 77 (1964). Moreover, the non-moving party “must, by affidavit or  
17 otherwise, set forth specific facts demonstrating the existence of a genuine issue for trial  
18 or have summary judgment entered against [it].” *Wood*, 121 Nev. at 32, 121 P.3d at  
19 1031. Though inferences are to be drawn in favor of the non-moving party, an  
20 opponent to summary judgment, must show that it can produce evidence at trial to  
21 support its claim or defense. *Van Cleave v. Kietz-Mill Minit Mart*, 97 Nev. 414, 417, 633  
22 P.2d 1220, 222 (1981).

23 2. A party cannot defeat summary judgment by contradicting itself. See  
24 *Aldabe v. Adams*, 81 Nev. 280, 284–85, 402 P.2d 34, 36–37 (1965) (refusing to credit  
25 sworn statement made in opposition to summary judgment that was in direct conflict  
26 with an earlier statement of the same party).

27 3. “When sitting in equity, [], courts must consider the entirety of the  
28 circumstances that bear upon the equities.” *Shadow Wood HOA v. N.Y. Cmty.*

1 *Bancorp.*, 132 Nev. Adv. Op. 5, 366 P.3d 1105, 1114 (2016), referencing: see e.g., *In*  
2 *re Petition of Nelson*, 495 N.W.2d 200, 203 (Minn.1993).

3  
4 4. “[I]t is well established that due process is not offended by requiring a person  
5 with actual, timely knowledge of an event ... to exercise due diligence and take  
6 necessary steps to preserve [his] rights.” *In re Medaglia*, 52 F.3d at 455; see also *SFR*  
7 *Investments Pool 1 v. U.S. Bank*, 130 Nev. Adv. Op. 75, 334 P.3d 408, 418 (2014).

8 5. “Equitable estoppel functions to prevent the assertion of legal rights that in  
9 equity and good conscience should not be available due to a party’s conduct.” *In re*  
10 *Harrison Living Tr.*, 121 Nev. 217, 223, 112 P.3d 1058, 1061–62 (2005).

11  
12 This court has previously established the four elements of equitable  
13 estoppel: (1) the party to be estopped must be apprised of the true facts;  
14 (2) he must intend that his conduct shall be acted upon, or must so act  
15 that the party asserting estoppel has the right to believe it was so  
16 intended; (3) the party asserting the estoppel must be ignorant of the true  
17 state of facts; (4) he must have relied to his detriment on the conduct of  
18 the party to be estopped.

19 *Id.*

20 6. “It is a well-known maxim that a person who comes into an equity court  
21 must come with clean hands.” *Income Inv’rs v. Shelton*, 3 Wash. 2d 599, 602, 101 P.2d  
22 973, 974 (1940). “The doctrine bars relief to a party who has engaged in improper  
23 conduct in the matter in which that party is seeking relief. As such, the alleged  
24 inequitable conduct relied upon must be connected with the matter in litigation . . .”  
25 *Truck Ins. Exch. v. Palmer J. Swanson, Inc.*, 124 Nev. 629, 637–38, 189 P.3d 656, 662  
26 (2008).

27 7. In determining whether a party’s connection with an action is sufficiently offensive  
28 to bar equitable relief, two factors must be considered: (1) the egregiousness of the  
misconduct at issue, and (2) the seriousness of the harm caused by the misconduct.

1 Only when these factors weigh against granting the requested equitable relief will the  
2 unclean hands doctrine bar that remedy. The district court has broad discretion in  
3 applying these factors, and we will not overturn the district court's determination unless  
4 it is unsupported by substantial evidence. *Las Vegas Fetish & Fantasy Halloween Ball,*  
5 *Inc. v. Ahern Rentals, Inc.*, 124 Nev. 272, 276, 182 P.3d 764, 767 (2008).  
6

7 8. The Nevada Supreme Court in *Las Vegas Fetish & Fantasy Halloween*  
8 *Ball, Inc. v. Ahern Rentals, Inc.* cited to *Income Inv'rs v. Shelton*, 3 Wash. 2d 599, 602,  
9 101 P.2d 973, 974–75 (1940), for its position on denying equity to a party with unclean  
10 hands. The Income Inv'rs Court stated:

11 Equity will not interfere on behalf of a party whose conduct in connection  
12 with the subject-matter or transaction in litigation has been  
13 unconscientious, unjust, or marked by the want of good faith, and will not  
14 afford him any remedy. 1 Pomeroy's Equity Jurisprudence (4th ed.) 739, §  
15 398; *Dale v. Jennings*, 90 Fla. 234, 107 So. 175; *Bearman v. Dux Oil &*  
16 *Gas Co.*, 64 Okl. 147, 166 P. 199; *Deweese v. Reinhard*, 165 U.S. 386, 17  
17 S.Ct. 340, 41 L.Ed. 757. Other authorities might be cited, but the rule  
18 appears to be universal.

19 If the parties were guilty of the conduct which the trial court found that they  
20 were, the appellant comes squarely within the rule that equity will deny it  
21 relief, because coming into a court of equity and asking relief after wilfully  
22 concealing, withholding, and falsifying books and records, is certainly not  
23 coming in with clean hands.

24 *Income Inv'rs v. Shelton*, at 974–75.

25 9. In order to set aside a homeowner's association foreclosure sale, there must  
26 be a showing of fraud, unfairness or oppression. *Nationstar Mortg. LLC v. Saticoy Baly*  
27 *LLC Series 2227 Shadow Canyon*, 133 Nev. Adv. Rep. 91 (2017).  
28

10. In opposition to the Motion, Tobin has offered what she has represented to  
be a screenshot from the Ombudsman's office as a result of a public records request.

11. HOA has met its burden in establishing that there is no genuine issue of  
material fact and that it is entitled to summary judgment. Tobin has failed to meet her  
burden in opposing the Motion because the screenshot was not authenticated as

1 necessary pursuant to NRCP 56. Additionally, even if authenticated, the screenshot  
2 does not create a genuine issue of material fact because it does not establish that the  
3 sale was cancelled prior to the time of the foreclosure sale, the basis for the remarks,  
4 and whether the statements as indicated are the Ombudsman's opinions or the truth.  
5 The totality of the facts evidence that the HOA properly followed the processes and  
6 procedures in foreclosing upon the Property.

7  
8 **ORDER**

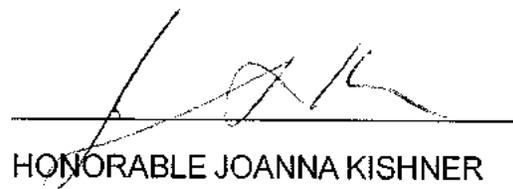
9 The court GRANTS the stipulation of all parties to allow for Cross-Defendant Sun  
10 City Anthem Community Association's Motion for Summary Judgment to be heard on its  
11 merits, therefore, the Court's Minute Order of March 5, 2019 shall be vacated.

12 Joel Stokes and Sandra F. Stokes, as trustee of the Jimijack Irrevocable Trust's  
13 Oral Request to Join Cross-Defendant Sun City Anthem Community Association's  
14 Motion for Summary Judgment is DENIED because it was requested in the midst of a  
15 motion that was completely briefed.

16 The Court GRANTS Cross-Defendant Sun City Anthem Community Association's  
17 Motion for Summary Judgment.

18 The Court GRANTS Nationstar's Limited Joinder to Sun City Anthem Community  
19 Association's Motion for Summary Judgment.

20 Dated this 15 day of April, 2019.

21  
22   
23 HONORABLE JOANNA KISHNER

24 Submitted by:

25 **LIPSON NEILSON P.C.**

26   
27 \_\_\_\_\_  
28 Kaleb D. Anderson, Esq. (Bar No. 7582)  
David T. Ochoa, Esq. (Bar No. 10414)

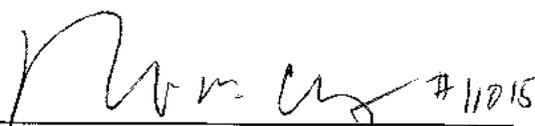
1 9900 Covington Cross Drive, Suite 120  
2 Las Vegas, Nevada 89144

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

5 Approved as to form and content:

6  
7 Dated this 14 day of April, 2019

8 **AKERMAN, LLP**

9  
10 By:  #11015  
11 Melanie D. Morgan, Esq. (Bar No. 8215)  
12 1635 Village Center Circle Ste. 200  
13 Las Vegas, NV 89134

14 *Attorney for /Counterclaimant Nationstar*

7 Dated this 4 day of April, 2019

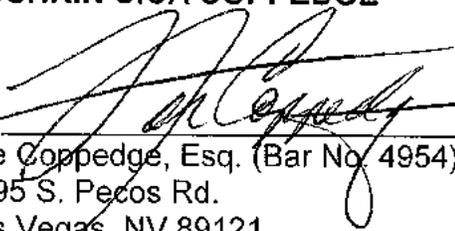
8 **HONG & HONG**

9  
10 By:   
11 Joseph Y. Hong, Esq. (Bar No: 5995)  
12 1980 Festival Plaza Dr., Suite 650  
13 Las Vegas, NV 89135

14 *Attorney for Plaintiff/Counterdefendant*  
15 *Jimijack Irrevocable Trust and*  
16 *F Bondurant, LLC*

16 Dated this 4 day of April, 2019

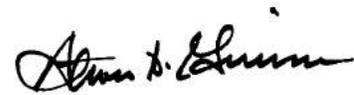
17 **MUSHKIN CICA COPPEDGE**

18  
19 By:   
20 Joe Coppedge, Esq. (Bar No. 4954)  
21 4495 S. Pecos Rd.  
22 Las Vegas, NV 89121

23 *Attorney for Nona Tobin*

# EXHIBIT 5

# EXHIBIT 5



CLERK OF THE COURT

1 **AACC**  
NONA TOBIN, Trustee  
2 Gordon B. Hansen Trust, Dated 8/22/08  
2664 Olivia Heights Avenue  
3 Henderson NV 89052  
Phone: (702) 465-2199  
4 [nonatobin@gmail.com](mailto:nonatobin@gmail.com)  
*Defendant-in-Intervention/Cross-Claimant,*  
5 *In Proper Person*

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

7  
8 **JOEL A. STOKES and SANDRA F. STOKES,**  
as trustees of the JIMI JACK IRREVOCABLE  
9 TRUST,

10 Plaintiffs,

11 vs.

12 **BANK OF AMERICA, N.A.; SUN CITY**  
ANTHEM COMMUNITY ASSOCIATION,  
13 INC.; DOES 1 through X and ROE BUSINESS  
ENTITIES 1 through 10, inclusive,

14 Defendants.

15  
16 **NONA TOBIN, an individual, and Trustee of**  
the GORDON B. HANSEN TRUST, dated  
17 8/22/08

18 Counter-Claimant,

19 vs.

20 **JOEL A. STOKES and SANDRA F. STOKES,**  
as trustees of the JIMI JACK IRREVOCABLE  
21 TRUST,

22 Counter- Defendants.  
23  
24

Case No.: A-15-720032-C

Dept. No.: XXXI

**NONA TOBIN'S ANSWER TO  
PLAINTIFF'S COMPLAINT AND  
COUNTERCLAIM**

1 **ANSWER**

2 COME NOW, Defendant-in-Intervention, NONA TOBIN, Trustee of the Gordon B.  
3 Hansen Trust, an individual, (Hereinafter "*Defendant*"), in proper person, and hereby answers  
4 the five claims for relief in Plaintiffs' June 16, 2015, complaint and affirms or denies the  
5 Plaintiffs' allegations as follows:

6 1. Defendant admits the allegations contained in paragraphs: 3, and 8 of Plaintiffs'  
7 complaint.

8 2. Defendant denies the allegations contained in paragraphs: 1, 4, 5, 6, 9, 11, 12, 13,  
9 14, 15, 16, 17, 18, 20, 21, 22, 23, 25, 26, 27, 28, 30, 31, 32, 34, 35, and 36 of Plaintiffs'  
10 complaint.

11 3. Defendant is without sufficient knowledge or information to form a belief as to  
12 truth of the allegations contained in paragraphs: 2, 7, 10, 19, 24, 29, and 33 of Plaintiffs'  
13 complaint, and deny these allegations upon that basis.

14 **AFFIRMATIVE DEFENSES**

15 **FIRST AFFIRMATIVE DEFENSE**  
16 **(Failure to State a Claim)**

17 Plaintiffs' Complaint fails to state a claim against Defendant upon which relief can be  
18 granted.

19 **SECOND AFFIRMATIVE DEFENSE**  
20 **(Priority)**

21 Defendant's equitable Grant, Bargain, Sale Deed takes priority over Plaintiffs' fraudulent  
22 Quit Claim Deed.

23 **THIRD AFFIRMATIVE DEFENSE**  
24 **(Assumption of Risk)**

Plaintiffs, at all material times, calculated, knew and understood the risks inherent in the

1 situations, actions, omissions, and transactions upon which they now base their various claims  
2 for relief, and with such knowledge, Plaintiffs undertook and thereby assumed such risks and is  
3 consequently barred from all recovery by such assumption of risk.

4 **FOURTH AFFIRMATIVE DEFENSE**  
5 **(Commercial Reasonableness)**

6 Per *Shadow Wood Court*, (*Shadow Wood Homeowners Association Inc. v. NY Com. Bank*  
7 132 Nev. Adv Op 5 at 15 (2016), this Court must invalidate the HOA Sale as the sale price was  
8 less than 20% of Fair Market Value and the sale involved unjust enrichment, and fraudulent acts,  
9 and omissions and fraudulent concealment of misdeeds.

10 **FIFTH AFFIRMATIVE DEFENSE**  
11 **(Equitable Doctrines and NRS 116.1113 Obligation of good faith)**

12 Defendant alleges that the Plaintiffs' claims are barred by the equitable doctrines of  
13 unclean hands and failure to act in good faith.

14 **SIXTH AFFIRMATIVE DEFENSE**  
15 **(Fraudulent Concealment)**

16 Plaintiffs and their attorneys fraudulently concealed their complicity with the HOA  
17 Agents and the straw buyer in the manner, the timing, and financing in taking title and  
18 possession to Defendant's property, hereby contributing to the elements that made the sale  
19 voidable, i.e., that the property was not purchased by a bona fide purchaser for value originally  
20 at the August 15, 2014 HOA sale and that none of the subsequent purchasers, if any, were  
21 innocent third parties whose interests are worthy of any protection.

22 **SEVENTH AFFIRMATIVE DEFENSE**  
23 **(Waiver and Estoppel)**

24 Defendant alleges that by reason of Plaintiffs ' acts and omissions, Plaintiffs have waived  
their rights and are estopped from asserting their claims against Defendant.

///

1 **EIGHTH AFFIRMATIVE DEFENSE**  
2 **(Void for Vagueness and Ambiguity)**

3 Chapter 116.3116-NRS116.31168 and other statutes, bylaws and CC&Rs that govern  
4 liens and collections for overdue assessments, notices, and the HOA's granting of its authority to  
5 its Agent or Trustee to conduct foreclosure sales for delinquent assessments are void for  
6 vagueness and ambiguity.

7 **NINTH AFFIRMATIVE DEFENSE**  
8 **(Violation of Due Process)**

9 Defendant cannot be deprived of her property interest in violation of the Procedural Due  
10 Process Clause of the 5th and 14th Amendments of the United States Constitution and Article 1,  
11 Sec. 8, of the Nevada Constitution. The August 19, 2016 *Bournes Valley Court Trust v. Wells*  
12 *Fargo*, Ninth Circuit Appellate Court Decision, No. 15-15233 D.C. No. 2:13-cv-00649-PMP-  
13 NJK established the NRS 116 statutes controlling HOA foreclosures violated the banks'  
14 Constitutional protection. The facts of the case will show that the due process rights and title  
15 interests of Defendant as the property owner were also violated by the HOA Agents'  
16 implementation of the flawed statute.

17 *"We hold that the Statute's "opt-in" notice scheme... facially violated the lender's*  
18 *constitutional due process rights under the Fourteenth Amendment to the Federal*  
19 *Constitution. We therefore vacate the district court's judgment and remand for*  
20 *proceedings consistent with this opinion."*

21 *Id.*

22 A determination that the disputed HOA sale was defective would unwind the title record  
23 of the Subject Property, and open the door for quiet title judgment in the Defendant's favor.

24 **TENTH AFFIRMATIVE DEFENSE**  
**(Violation of Procedural Due Process)**

The HOA sale was conducted in a manner that deprived Defendant of her property

1 interest without due process pursuant to: Due Process Clause of the Nevada Constitution and  
2 United States Constitution, violations of the Sun City Anthem Community Association, Inc.  
3 (HOA) governing documents; non-compliance with NRS 116.31085, NRS 38.310, NRS  
4 116.31162 through NRS 116.31168, for reasons equivalent to due process violations lenders  
5 experienced by the opt-in notice scheme of NRS 116.3116 et seq.

6  
7 **ELEVENTH AFFIRMATIVE DEFENSE**  
**(Supremacy Clause)**

8 The HOA sale is void or otherwise does not operate to deprive Defendant of her equitable  
9 title or any other property rights pursuant to the Supremacy Clause of the United States  
10 Constitution.

11 **TWELFTH AFFIRMATIVE DEFENSE**  
**(Property Clause)**

12 The HOA sale is void or does not operate to deprive Defendant of equitable title or any  
13 other property rights pursuant to the Property Clause of the United States Constitution.

14  
15 **THIRTEENTH AFFIRMATIVE DEFENSE**  
**(Unjust Enrichment)**

16 Defendant alleges that the Plaintiffs' adverse possession of the Subject Property and any  
17 and all rents they have collected since the date they acquired possession of the Subject Property,  
18 have unjustly enriched Plaintiffs.

19  
20 **FOURTEENTH AFFIRMATIVE DEFENSE**  
**(Failure to Mitigate Damages)**

21 Defendant alleges that the Plaintiffs' claims are barred in whole or in part because of the  
22 Plaintiffs' failure to take reasonable steps to mitigate the damage in this case.

23 ///

1 **FIFTEENTH AFFIRMATIVE DEFENSE**  
2 **(Additional Affirmative Defenses)**

3 Defendant hereby incorporate by reference those affirmative defenses enumerated in Rule  
4 8 of the Nevada Rules of Civil Procedure as though fully set forth herein. In the event further  
5 investigation or discovery reveals the applicability of any such defenses, Defendant reserves the  
6 right to seek leave of court to amend this answer to specifically assert the same. Such defenses  
7 are herein incorporated by reference for the specific purpose of not waiving same.

8 WHEREFORE, Defendant prays for judgment against Plaintiffs as follows:

- 9 1. That Plaintiffs take nothing by way of their Complaint;  
10 2. That the Court make a judicial determination that Defendant's claim of title is  
11 superior to Plaintiffs' claim to title;  
12 3. For legal fees and costs of suit herein incurred; and,  
13 4. For such other and additional relief as the Court deems proper under the  
14 circumstances.

15 **COUNTERCLAIM**

16 COMES NOW, Defendant-in-Intervention/Counter-Claimant, NONA TOBIN, (Herein  
17 "*Counter-Claimant*" or "*Tobin*"), in proper person, and hereby submits her Counterclaim  
18 against Counter-Defendants, Joel A. Stokes and Sandra F. Stokes, as trustees of the JimiJack  
19 Irrevocable Trust, Does I through X; and Roe Corporations XI through XX, inclusive  
(collectively, "*Counter-Defendants*").

20 **I.**

21 **PARTIES, JURISDICTION, AND VENUE**

22 1. Counter-Claimant, NONA TOBIN, Trustee of the GORDON B. HANSEN TRUST,  
23 Dated 8/22/08, (Herein "*Counter-Claimant*" or "*Tobin*"), is an Individual, and is a resident of  
24 Sun City Community Association, Inc. (HOA), Henderson, Nevada. She is a beneficiary of, and

1 the Trustee of, the Gordon B. Hansen Trust, dated 8/22/08 as amended 8/10/11 (Herein “*GBH*  
2 *Trust*”), the titleholder of the Subject Property at the time of the disputed foreclosure sale (Herein  
3 “HOA sale”) for delinquent assessments (Herein “HOA dues”).

4 2. Upon information and belief, Counter-Defendants, JOEL A. STOKES and SANDRA  
5 F. STOKES, (Herein “*Stokes*” or “*Counter-Defendants*”) are the trustees of the JimiJack  
6 Irrevocable Trust (Herein “*Jimijack*”), and are residents of Nevada.

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

10 4. The Real Property that is the subject of this civil action is in Sun City Anthem  
11 Community Association, Inc. (HOA), and is commonly known as: 2763 White Sage Drive,  
12 Henderson, Nevada 89052, A.P.N 191-13-811-052 (“*Subject Property*”).

13 5. Venue and jurisdiction is proper as this action is within the jurisdictional limits of this  
14 Court. Venue is proper because the Subject Property involved in this case is located in, and a  
15 substantial part of the event or omissions giving rise to Counter-Claimant’s claims occurred in  
16 Clark County, Nevada.

17 6. That pursuant to NRS 30.010 et seq. and NRS 40.010, this Court has the power and  
18 authority to declare Counter-Claimant’s rights and interests in the Property and to resolve  
19 Counter- Defendants' adverse claims in the Property.

20 7. Further, that pursuant to NRS 30.010 et seq., this Court has the power and authority to  
21 declare the rights and interest of the parties following the acts and omissions of the HOA and  
22 HOA Agents in foreclosing the Property.

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**III.**

**GENERAL ALLEGATIONS**

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

9. That on or about July 30, 2003, Gordon B. Hansen (Herein "*Hansen*"), purchased the Subject Property. The Deed of Trust executed by Hansen features Western Thrift & Loan as the Lender, Mortgage Electronic Registration Systems, Inc. ("MERS") as the Beneficiary, Joan H. Anderson as the Trustee, and secured a loan in the amount of \$436,000.00.

10. Gordon Hansen retained the property as his principal residence and sole property in a 2004 divorce settlement. Marilyn Hansen signed a Quit claim Deed, recorded on June 11, 2004, relinquishing all interest. All secured Deeds of Trust in both their names were paid off and re-conveyed to be solely in Gordon Hansen's name at the time of the divorce.

11. Gordon Hansen created the Gordon B. Hansen Trust, dated August 22, 2008, and deeded 2763 White Sage Dr., Henderson NV, 89052, (herein "*Subject Property*") into the GBH Trust on August 27, 2008.

12. The Trust held the title to the Subject Property until the Foreclosure Deed from the August 15, 2014 HOA sale was recorded on August 22, 2014.

13. NONA TOBIN, Trustee of the Gordon B. Hansen Trust, dated 8/22/08, was nominated to be the Successor Trustee in the event of Gordon B. Hansen's death, and actually became the Successor Trustee when Hansen died on January 14, 2012. His son, Steve Hansen, is the only other member of the Trust, and they are equal beneficiaries.

14. That on August 15, 2014, the Subject Property was sold at an HOA foreclosure sale that was held by Sun City Anthem Community Association, Inc., and was purchased by Opportunity Homes, LLC, alter ego of Realtor Thomas Lucas, for a commercially unreasonable sum of

1 \$63,100.00.

2 15. That the HOA foreclosure sale violated Nevada law, and was otherwise procedurally  
3 defective, null, and *void*.

4 16. That the Stokes claim to be the sole owners in fee since June 3, 2015, is invalid as the  
5 HOA foreclosure sale was defective due to its many statutory and procedural violations and due  
6 to the Stokes' complicity with HOA Agents and/or others in the subsequent fraudulent re-  
7 conveyance of the Subject Property to them on September 25, 2014, directly after the HOA sale.

8 **FIRST CAUSE OF ACTION:**

9 **(Quiet Title and Equitable Relief)**

10 17. The HOA Sale is void and should be set aside or rescinded for failure of HOA, the  
11 HOA Agents and the fictitious Defendants to assure due process to Counter-Claimant via the  
12 provision of proper, and sufficient notices or conduct hearings, appeals, or pre-foreclosure  
13 mediation as required by Nevada statutes and the HOA governing documents.

14 18. Due to the numerous defects in the chain of title via the invalid HOA sale, and invalid  
15 subsequent transfers of title, Counter-Defendants are not bona fide title holders and are co-  
16 conspirators in the fraudulent conveyance of the property, and Counter-Claimant is entitled to  
17 declaratory relief, quieting title in her favor.

18 19. For all the reasons set forth, Counter-Claimant is entitled to a determination from this  
19 Court, pursuant to NRS 40.010, that Counter-Claimant rights to title should be restored, and that  
20 Counter-Claimant's rights are superior to the interests of Counter-Defendants, and that Counter-  
21 Claimant is entitled to a declaratory judgment quieting title in her favor.

22 20. That Counter-Claimant is entitled to determination from this Court that the HOA Sale is  
23 unlawful and void and conveyed no legitimate interest to Counter-Defendants.  
24

1 21. That Counter-Claimant has been required to incur legal fees and costs for the  
2 prosecution of this matter, and therefore, is entitled to reasonable legal fees and costs.

3 22. That Subsequent Purchasers STOKES/JIMJACK and F. BONDURANT were not Bona  
4 Fide Purchasers nor Innocent Third Parties who deserve the Court's protection. (*Smith v. United*  
5 *States*, 373 F.2d 419, 424 as cited in *Shadow Wood*.)

6 23. Counter-Claimant alleges that the Stokes and other subsequent purchasers have  
7 "Unclean Hands", are not bona fide purchasers for value, and not innocent third parties, and:

8 24. That NRS 111.180 (2) rules out the Stokes, Jimijack, and F. Bondurant, LLC in default,  
9 and Yuen Lee as innocent parties in that the subsequent purchaser cannot be deemed bona fide if  
10 they "had actual knowledge, constructive notice or reasonable cause to know of the fraud  
11 intended."

12 25. That Joel and Sandra Stokes cannot be construed to be innocent third parties because  
13 of: a) their knowledge of other HOA foreclosures and clouded titles they own; b) their  
14 participation in fraudulent acts during the property's re-conveyance after the sale; c) their failure  
15 to properly register and license Jimijack as a business entity while attempting to use it as a shield  
16 against the property's forfeiture in an adverse judgment; and d) their knowledge of the defects in  
17 this property's title that increased their probability of gaining an unjust windfall from a first deed  
18 of trust without a clear owner of the Note.

19 26. That F. Bondurant, LLC in default, as the other supposed successive purchaser, also has  
20 many flaws in the manner title passed briefly through an entity in default.

21 27. That the F. Bondurant "Manager" Yuen K. Lee's signature is on the falsely notarized  
22 deed as if LEE were LUCAS who had the authority to convey the property to the Stokes.

23 28. That JIMIACK lacks standing to be the Real Party in Interest, as it is not a properly  
24

1 licensed and registered entity to conduct business in Nevada, per NRS Chapter 76, 78, 80, 86 or  
2 88 or 88A.

3 29. That Stokes' self-identification as the Real Party in Interest is unexpected and evolving  
4 renaming themselves between or within court filings, sometimes as Trustees of Jimijack,  
5 sometimes as Jimijack, an unregistered, unrecorded, and licensed entity of questionable legality.

6 30. That Joel and Sandra Stokes are taking title to property without escrow or standard  
7 documentation, in a similarly unexpected and evolving manner, sometimes as Trustees, sometime  
8 as individuals, sometimes as Jimijack, the unregistered entity, and sometimes, as co-owners.

9 31. That owning and receiving rents from HOA foreclosures is business for which proper  
10 business licensing is required (NRS 363.015).

11 32. That the Stokes have excessively profited from this and other HOA foreclosure  
12 properties by failing to register as a business, thereby evading commercial taxes as well as by  
13 receiving rents while not paying any mortgage, property taxes, or property insurance;

14 33. Alternatively, that Stokes are illegally operating as a business trust without being  
15 registered with the NV Secretary of State as a business trust, pursuant to NRS 88A.

16 34. That STOKES are using protections and accessing freedoms afforded to other types of  
17 trusts under NRS 163 and NRS 164 intended to illegitimately protect property from forfeiture  
18 rather than the more conventional use of Grantor Trusts to protect assets after the death of the  
19 Grantor.

20 35. That STOKES are illegally utilizing the designation "Irrevocable Trust" as a ruse to  
21 protect ill-gotten, fraudulently conveyed assets from seizure or forfeiture from without required  
22 registration or annual reporting to the Nevada Secretary of State (NV SOS).

23 ///



- 1 f. refusing to provide a certified copy of the page where the entry should have been;  
2 and
- 3 g. Refusing to allow her journal to be inspected for other signatures she notarized  
4 involving parties in this case, or their Counsel, Mr. Hong. *See*, NRS 240.120(6)(a)  
5 NRS 240.147

6 40. Counter-Claimant alleges that the notary, CluAynne A. Corwin, and her attorney,  
7 Peter Mortenson, share a law office with F. Bondurant’s non-commercial agent and Stokes’  
8 attorney, Joseph Hong, and that their actions\_unfairly advantaged Hong’s client, the Stokes.

9 41. That Hong and the Stokes should all be considered complicit in executing, causing to  
10 be notarized and recorded, an instrument to claim an interest in real property which contained the  
11 material misstatement of who appeared before the notary to execute the Quit Claim Deed.

12 42. That NRS 240.150(2)(a)(b) define the liability for this notarial misconduct rests with  
13 the notary’s employer as it was done within the course and scope of her employment.

14 (a) The employer’s liability may include a civil penalty of up \$2,000 per violation and

15 (b) “the employer is liable for any damages proximately caused by the misconduct of the  
16 notary”.

17 43. NRS 205.395(1)(b) creates criminal penalties for “every person who executes or  
18 notarizes a document purporting to create an interest in...real property, that is recorded in the  
19 office of the county recorder...and who knows or has reason to know that the document  
20 ...contains a material misstatement or false claim or is otherwise invalid has made a false  
21 representation ...(2)...is guilty of a category C felony...”

22 44. That the instrument cannot legally convey real property due to the violations of the  
23 *Statute of Frauds*:

24 45. a) NRS 111.125(1)(2) proof required from subscribing witness was insufficient;

1 46. b) NRS 111.315 was violated in that the document was not "...proved, acknowledged  
2 and certified in the manner prescribed in this chapter..." prior to being "recorded in the office of  
3 the recorder of the county in which the property is situated...";

4 47. c) NRS 111.345 does not permit an improperly notarized instrument to legally convey  
5 real property or to be received into evidence.

6 **THIRD CAUSE OF ACTION:**

7 **UNJUST ENRICHMENT**

8 48. Counter-Claimant incorporates and re-alleges all previous paragraphs, as if fully set  
9 forth herein.

10 49. Counter-Claimant alleges that the Stokes have unfairly had the exclusive title,  
11 possession, use and enjoyment of the Subject Property since September 26, 2014 since it was  
12 illegally taken from the Counter-Claimant by the illegally-conducted HOA sale.

13 50. That the Stokes acquired the Subject Property for a commercially unreasonable sum of  
14 One Dollar.

15 51. That the Stokes underpaid the Real Property Transfer Tax by claiming a fair market  
16 value of \$273,000 at the same time as they listed the property on the MLS for \$569,900.

17 52. That the Stokes have collected \$1,500/month in rent for over two years for the Subject  
18 Property, one of multiple HOA foreclosures they own, and have not paid anything toward  
19 mortgages, any homeowners insurance, or any taxes, real estate or commercial, in relation to  
20 their rental business.

21 53. That the Stokes have acquired multiple HOA foreclosures which share a common  
22 defect in the chain of title through the same questionable "Quit Claim for One Dollar Method",  
23 and that their knowledge of specific title defects made these properties the perfect targets to  
24

1 perpetuate an extraordinarily profitable “rental scam”, i.e., be able to collect rents on a property  
2 purchased for pennies on a dollar and without paying a mortgage, taxes, or insurance for a very  
3 long time because there was no clear owner of the security interest with standing to foreclose.

4 54. That the Stokes’ accumulation of excessive profits from acquiring multiple similarly-  
5 distressed HOA foreclosure properties is not a product their astute real estate investment acumen  
6 or strategy or a fortuitous happenstance of timing, but rather by illicit acts in complicity with the  
7 buyers and sellers at the HOA sales that permitted them to unjustly and covertly to enrich  
8 themselves.

9 55. That this knowledge of defects in title was illegally and covertly provided to the  
10 Stokes, rendering them conspirators in fraudulent re-conveyance of these properties depriving  
11 Counter-Claimant of the title and all other benefits and profits of ownership of the Property.

12 56. That the HOA “Resident Transaction Report” for the Subject Property establishes that  
13 there was collusion between the HOA Agent that conducted the HOA sale (RRFS) and the HOA  
14 Agent who had the HOA management contract (FSR) and Realtor Thomas Lucas d/b/a Op  
15 Homes to illegally, and covertly, pass possession of the property on September 25, 2014 to the  
16 Stokes which: a) contradicted title changes recorded in both the June 9, 2015, Quit Claim Deeds;  
17 and b) cheated the HOA of the CC&R section 8.12-mandated Asset Enhancement fee from all  
18 three supposed titleholders, totally approximately \$2,000 (1/3 of 1% of three (fraudulently-  
19 under-stated) gross sales prices) or \$4,500 if based on fair market value, and c) cheated the HOA  
20 of the \$225.00 New Member set-up fees due from each of the supposed intervening owners, i.e.,  
21 Thomas Lucas d/b/a Opportunity Homes LLC or Yuen K. Lee d/b/a F. Bondurant, LLC in  
22 default, i.e., another \$450 kept by the HOA’s self-serving Agents and not given to the HOA.

1 57. That the Stokes have unfairly profited from not getting business licenses or  
2 commercial registration for Jimijack, thereby evading taxes and fees that would have been  
3 required of a properly registered and licensed entity that does business in the State of Nevada.

4 58. That Counter-Defendants and fictitious Counter-Defendants have benefitted from the  
5 unlawful HOA Sale and nature of the real property.

6 59. That Counter-Defendants and fictitious Counter-Defendants have benefitted by failing  
7 to pay the taxes, insurance or homeowner's association, Asset Enhancement, and New Member  
8 transfer fees since the time of the HOA Sale.

9 60. That if Counter-Claimant's counterclaim is successful in quieting title against  
10 Counter-Defendants, and setting aside the defective HOA Sale, Counter-Defendants and  
11 fictitious Counter-Defendants will have been unjustly enriched by the HOA Sale and usage of  
12 the Property.

13 61. Counter-Claimant has suffered and will continue to suffer damages if Counter-  
14 Defendants and fictitious Counter-Defendants retain their interests in the Property and the funds  
15 received from the HOA Sale, including but not limited to, any rental income they may be  
16 receiving from the property.

17 **FOURTH CAUSE OF ACTION:**

18 **CIVIL CONSPIRACY**

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

21 63. That Counter-Defendants JOEL AND SANDRA STOKES acted in concert to conceal  
22 illegal acts resulting in unfairly depriving Counter-Claimant of the Subject Property for the  
23 unjust enrichment of themselves and undeserving fellow conspirators.

1       64. That Counter-Defendants JOEL AND SANDRA STOKES and others complicit in  
2 fraudulent conduct of HOA sale and re-conveyance of property to non-bona fide purchasers  
3 unfairly deprived Counter-Claimant of the Subject Property for their own unjust enrichment in  
4 that notice of the actual sale was given to BHHS Realtor Tom Lucas who had a previously  
5 purchased an HOA foreclosure property from RRFS, but did not give notice of the actual sale to  
6 Cross-Claimant's agent, BHHS Realtor Craig Leidy.

7       65. All the elements of an actionable conspiracy were met in this case: a) two or more  
8 persons, b) unlawful objective to be achieved; c) an agreement on the objective or means to  
9 achieve the objective; d) overt act(s) in furtherance of the conspiracy; and e) a resulting injury or  
10 damages.

11       66. That conspirators have illegally used improperly licensed and registered entities to  
12 further their unfair enterprises and concealing and perpetrating unlawful conveyance of the  
13 Subject Property for their unjust enrichment which resulted in Counter-Claimant's loss of title  
14 and possession of the Subject Property through:

- 15       a) formation and use of a corporation to transfer to it the existing liability of another  
16       person or entity (Shea v. Leonis, supra, 14 Cal. 2d 666)
- 17       b) the concealment and misrepresentation of the identity of the responsible  
18       ownership, management and financial interest [210 Cal. App. 2d 840]
- 19       c) disregard of legal formalities and the failure to maintain arm's length relationships  
20       among related entities (Riddle v. Leuschner, supra, 51 Cal. 2d 574)
- 21       d) the use of a corporation as a mere shell, instrumentality or conduit for a single  
22       venture or the business of an individual or another corporation (McCombs v.  
23       *Rudman*, supra, 197 Cal. App. 2d 46; *Asamen v. Thompson*, supra, 55 Cal. App.

1           2d 661

2           e) the use of the same office or business location; the employment of the same  
3           employees and/or attorney (*McCombs v. Rudman*, supra; *Talbot v. Fresno-Pacific*  
4           *Corp.*, supra; *Thomson v. L. C. Roney Co.*, supra; *Pan Pacific Sash & Door Co. v.*  
5           *Greendale Park, Inc.*, supra)

6           f) the confusion of the records of the separate entities [210 Cal. App. 2d  
7           839] (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574)

8           67. That Counter-Defendants JOEL AND SANDRA STOKES, HOA Agents; BHHS  
9           Realtor Thomas Lucas, Attorney Joseph Hong; Attorney Peter Mortenson; Notary CluAynne  
10          M. Corwin; Yuen K. Lee as individual and as Manager of defaulted F. Bondurant, LLC; Realtor  
11          Robert Goldsmith; BHHS Realtor Kristen Madden; and fictitious Defendants, acted covertly, in  
12          concert to: a) Conduct and/or or profit unjustly from the HOA sale from which others were  
13          excluded; and/or b) concealed the true nature, financing and timing of subsequent transfers of  
14          title and/or c) to market the Subject Property contrary to MLS.

15          68. That conspirators: a) made improper, insufficient and selective notification to the HOA  
16          Board, enforcement officials, and Counter-Claimant, b) utilized bogus and/or illegally structured  
17          entities for fraudulent concealment of their illegal acts, c) withheld or provided false information  
18          to enforcement agencies and the HOA Board and/or d) misused the Multiple Listing Service  
19          (MLS) system, the County land records system and other public systems to evade detection.

20          69. That Counter-Defendants JOEL AND SANDRA STOKES and the conspiring Realtors  
21          facilitated fraudulent transfers that allowed fellow conspirators to evade paying the required real  
22          property transfer taxes (RPTT) and HOA-mandated New Member Set-up Fee and Asset  
23          Enhancement Fees, and in so doing, the conspirators:

- 1 a) violated their licenses to purchase at the HOA sale and/or to facilitate fraudulent re-  
2 conveyances;
- 3 b) utilized insider information in violation of the Exclusive Agency (ER) agreement  
4 Tobin had with BHHS Broker, Forrest Barbee;
- 5 c) violated MLS directives by marketing an HOA foreclosed-property on the MLS;
- 6 d) caused to be recorded the fraudulent June 9, 2015, Quit Claim Deeds that falsified  
7 the chain of title;

8 70. That Cross-Defendants' conduct deviated from the usual course of business when  
9 conveying property in Nevada and failed to utilize the customary written documentation,  
10 purchase agreements, neutral escrow for proper handling and accounting for funds taken in and  
11 disbursed, and proper recording of instruments of conveyance.

12 **FIFTH CAUSE OF ACTION:**  
13 **PRELIMINARY AND PERMANENT INJUNCTIONS**

14  
15 71. Counter-Claimant incorporates and re-alleges all previous paragraphs, as if fully set  
16 forth herein.

17 72. Counter-Claimant requests that the Court temporarily and permanently enjoin the  
18 Stokes, Jimijack, their agents and/or assigns from marketing, transferring or controlling profits  
19 from the Subject Property during the pendency of this action.

20 73. That Counter-Defendants claim an ownership interest in the Property that is adverse to  
21 Counter-Claimant;

22 74. That Counter-Defendants' have unfairly profited from possession of the Property since  
23 the HOA sale;

24

1 75. That Counter-Defendants are trying to quiet title by nefarious means before other  
2 interested parties' claims are heard.

3 76. That Counter-Defendants and their agents, have used aggressive, inappropriate and  
4 illegal methods to attempt to sell the property before the claims of other interested parties can be  
5 heard on their merits by a) making false statements to the Court to get rulings to Quiet Title in  
6 their favor; b) use a licensed Realtor to use the MLS to market an HOA foreclosure property for  
7 sale in violation of MLS policy; c) did not honor Nationstar's January 22, 2015, Request for  
8 Notice recorded per NRS 107; and d) have never recorded a Lis Pendens which would have  
9 provided appropriate public Notice of their June 16, 2015 lawsuit.

10 **Unauthorized marketing of property on the MLS**

11 77. The Stokes disingenuously claimed in their June 16, 2015 complaint that "*Plaintiffs do*  
12 *not have marketable title and cannot sell the property, market the property, insure the property*  
13 *or take out loans against the property*" on the very day they listed the Subject Property for sale  
14 on the MLS for \$569,900.

15 78. That the Stokes marketed the Subject Property in direct violation of the published  
16 policy the Greater Las Vegas Valley Association of Realtors (GLVAR) to not use the Multiple  
17 Listing Service (MLS) for marketing HOA foreclosure properties. (Exhibit)

18 79. That the Stokes utilized licensed Realtor Robert Goldsmith (who was also utilized to  
19 record the two fraudulent Quit Claim Deed on June 9, 2015) to violate MLS regulations to re-  
20 list it 13 times at progressively lower prices until a contingent sale at \$437,900 was posted on  
21 October 23, 2015, which incidentally, was one week after the default judgment was entered  
22 against BANA which absent Nationstar's learning of the judgment, might have allowed their  
23 sale of the Property to be completed debt-free, for an unjust \$437,900 profit.



1 Stokes' complicity in the fraudulent conveyance of the Subject Property;

2 c. For a declaration and determination that the HOA Sale is null, void, and did not  
3 convey title from Counter-Claimant to any alleged purchaser;

4 d. For a declaration and determination that the HOA sale was invalid and null and  
5 void for the HOA's and HOA Agents' statutory and procedural violations;

6 e. For a declaration and determination that the conduct of Counter-Defendants and  
7 the HOA Agents in connection with the HOA sale and the subsequent transfer of  
8 title to Counter-Defendants was accompanied by actual fraud, deceit, or trickery.

9 f. Declaration by the Court that neither the Realtor Thomas Lucas d/b/a Opportunity  
10 Homes, LLC, purported purchaser at the HOA sale, nor F. Bondurant, LLC or the  
11 Stokes/Jimijack were bona fide purchasers for value in arms-length,  
12 commercially reasonable transactions, thereby negating any and all of their  
13 claimed rights to ownership of the Subject Property;

14 g. For a declaration and determination that Jimijack is not properly formed as a  
15 business entity and, as such, cannot be a real party in interest or, in any way,  
16 shield the Stokes from being dispossessed of the property by Court order.

17 h. For a declaration and determination that the Stokes' manner for taking title in  
18 their own names while simultaneously claiming Jimijack is the real party in  
19 interest, and implying that their ownership is "Irrevocable" is, at a minimum,  
20 duplicitous and renders their title claims null and void.

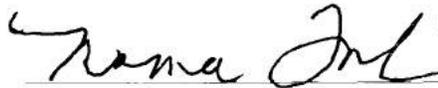
21 i. For a declaration and determination that F. Bondurant, LLC and the Stokes were  
22 complicit in the fraudulent re-conveyances and are not, in any way, innocent third  
23 parties whose rights are worthy of the Court's protection;

24

- 1 j. For a declaration and determination that the HOA sale was not commercially  
2 unreasonable with a sales price at 18% of fair market value;
- 3 k. For a declaration and determination that the subsequent transfers which gave title  
4 to Counter-Defendants were not commercially reasonable, as only \$1.00 was  
5 given in consideration.
- 6 l. That Counter-Defendants are not *bona fide* purchasers for value, and that the  
7 HOA sale transfers of Subject Property failed to meet the NRS 111.180 or the  
8 *ShadowWood* standards;
- 9 m. For a preliminary and permanent injunction that Counter-Defendants, their  
10 successors, assigns, and agents are prohibited from conducting a sale or transfer  
11 of the Subject Property, or from encumbering the title to the Subject Property;
- 12 n. For a preliminary injunction that Counter-Defendants, their successors, assigns,  
13 and agents be required to segregate and deposit all rents with the Court or to a  
14 Court-approved trust account over which Counter-Defendants have no control;
- 15 o. For a preliminary injunction that Counter-Defendants, their successors, assigns,  
16 and agents pay all taxes, insurance, HOA dues and fees during the pendency of  
17 these proceedings;
- 18 p. For actual damages against the Stokes for (\$50,000 is estimated to be equivalent  
19 to two years of rent, property taxes and insurance) and the amount would escalate  
20 during the pendency of this action;
- 21 q. For treble the actual damages amount as punitive damages to compensate  
22 Counter-Clamant for Counter-Defendants' complicity in the illegal actions,  
23 including fraudulent transfer of the property;
- 24

- 1 r. For general damages in an amount in excess of \$10,000;  
2 s. For specific damages in an amount as yet undetermined;  
3 t. For reasonable costs and fees incurred by Counter-Claimant for the prosecution of  
4 this matter;  
5 u. For any other relief the Court may deem just and proper.

6 Dated this 31<sup>st</sup> day of January, 2017.

7 

8 NONA TOBIN, Trustee  
9 Gordon B. Hansen Trust, Dated 8/22/08  
10 2664 Olivia Heights Avenue  
11 Henderson NV 89052  
12 Phone: (702) 465-2199  
13 [nonatobin@gmail.com](mailto:nonatobin@gmail.com)  
14 *Defendant in Intervention/Counter-Claimant*  
15 *In Proper Person*  
16  
17  
18  
19  
20  
21  
22  
23  
24

EXHIBIT 1

6/8/15 FRAUDULENT QUIT CLAIM DEED

FROM

F. BONDURANT, LLC (in default)

TO

JOEL A. & SANDRA STOKES

AS TRUSTEES OF

JIMIACK IRREVOCABLE TRUST (undated)

EXHIBIT 1

Inst #: 20150609-0001545

Fee: \$18.00 N/C Fee: \$0.00

RPTT: \$1377.00 Ex: #

06/09/2015 01:06:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

Name: Joel A. Stokes and Sandra F. Stokes

Address: 5 Summit Walk Trail

City/State/Zip: Henderson, NV 89052

---

**QUITCLAIM DEED**

THIS QUITCLAIM DEED, Executed this 9<sup>th</sup> day of June 2015, by F. Bondurant, LLC. (hereinafter "Grantor(s)"), whose address is 10781 West Twain Avenue, Las Vegas, NV 89135, to Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimjack Irrevocable Trust (hereinafter "Grantee(s)"), whose address is 5 Summit Walk Trail, Henderson, Nevada 89052.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD (\$1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

*Jeun Lee*  
Grantor  
*Jeun Lee Manager*

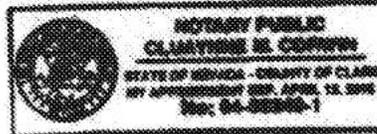
State of Nevada

County of Clark

} ss

On this 8<sup>th</sup> day of June, 2015, before me, *Clayton M. Corwin*, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.



Signature: *Clayton M. Corwin*

No 04-08240-1  
April 12, 2016

**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)  
 a. 191-13-811-052  
 b. \_\_\_\_\_  
 c. \_\_\_\_\_  
 d. \_\_\_\_\_

2. Type of Property:  
 a.  Vacant Land      b.  Single Fam. Res.  
 c.  Condo/Twnhse    d.  2-4 Plex  
 e.  Apt. Bldg          f.  Comm'l/Ind'l  
 g.  Agricultural      h.  Mobile Home  
 Other \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. a. Total Value/Sales Price of Property \$ 270,000  
 b. Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )  
 c. Transfer Tax Value: \$ \_\_\_\_\_  
 d. Real Property Transfer Tax Due \$ 1377.00

**4. If Exemption Claimed:**

- a. Transfer Tax Exemption per NRS 375.090, Section \_\_\_\_\_  
 b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Handwritten Signature] Capacity: Manager

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION  
(REQUIRED)**

Print Name: F. Bondurant LLC  
 Address: 10781 W. Twain  
 City: Las Vegas  
 State: Nevada Zip: 89135

**BUYER (GRANTEE) INFORMATION  
(REQUIRED)**

Print Name: Joel A Stokes and Sandra Stokes Trust  
 Address: 5 Summit Walk Trail  
 City: Henderson  
 State: Nevada Zip: 89052  
 Irrevocable Trust

**COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)**

Print Name: Robert Goldsmith  
 Address: 444 Beautiful Hill  
 City: Las Vegas

Escrow # \_\_\_\_\_  
 State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 2

RESIDENT TRANSACTION REPORT

JIMI JACK BECOMES

RESIDENT 048002 ON 9/25/14

REPLACING GORDON HANSEN

RESIDENT 048001

WHOSE ACCOUNT WAS CLOSED ON 9/25/14

EXHIBIT 2

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

Building: 0002 SCA Big Sky  
 2460 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name Unit Address	Type	Date	Code	Charge Code Desc Bill Address	Check No	Amount	Balance
0480 02	Jimjack Inn Tr 2763 White Sage Dr Henderson, NV 89052				5 Summit Walk Trail Henderson, NV 89052			
	Current Credit History Code:		RM		Effective Date: 02/05/2016			
							Beg Bal	00.00
		Charge	09/25/2014	ASFR	Account Setup Fee Resal		225.00	225.00
		Charge	09/25/2014	FINE	9/29 - 9/23/14 FINES		100.00	325.00
		Charge	10/01/2014	SQA	Sun City Anthem QT Assm		275.00	600.00
		Pay	10/21/2014		Lockbox Payment	02235	-275.00	325.00
		Credit	11/06/2014	FINE	posted in error		-100.00	225.00
		Pay	11/24/2014		Lockbox Payment	02245	-225.00	00.00
		Charge	01/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	01/26/2015		Lockbox Payment	02260	-275.00	00.00
		Charge	04/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	04/20/2015		Lockbox Payment	02267	-275.00	00.00
		Charge	07/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	07/30/2015	LF	Late Fees		25.00	300.00
		Charge	09/03/2015	LPC	PreCollections - Initia		50.00	350.00
		Pay	09/22/2015		Lockbox Payment	00137	-350.00	00.00
		Charge	10/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	10/30/2015	LF	Late Fees		25.00	300.00
		Charge	12/02/2015	LPC	PreCollections - Initia		50.00	350.00
		Pay	12/10/2015		Receipt Processing	119	-350.00	00.00
		Charge	01/01/2016	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	01/30/2016	LF	Late Fees		25.00	300.00
		Pay	02/24/2016		Lockbox Payment	00172	-300.00	00.00
							Res Balance	00.00

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

Building: 0602 SCA Big Sky  
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
0480 01	Gordon B Hansen 2763 White Sage Dr Henderson, NV 89052				2864 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
		Charge	12/31/2013	LF	Late Fees		25.00	1,793.81
		Credit	12/31/2013	LF	Reverse LF		-25.00	1,768.81
		Charge	01/01/2014	SQA	Sun City Anthem QT Assm		275.00	2,043.81
		Charge	01/30/2014	LF	Late Fees		25.00	2,068.81
		Charge	03/30/2014	INT	Interest		07.15	2,075.96
		Charge	04/01/2014	SQA	Sun City Anthem QT Assm		275.00	2,350.96
		Charge	04/30/2014	LF	Late Fees		25.00	2,375.96
		Charge	05/30/2014	INT	Interest		08.36	2,384.32
		Charge	06/30/2014	INT	Interest		08.36	2,392.68
		Charge	07/01/2014	SQA	Sun City Anthem QT Assm		275.00	2,667.68
		Charge	07/30/2014	LF	Late Fees		25.00	2,692.68
		Charge	08/27/2014	INT	RRFS INT 7/14		08.36	2,701.04
		Pay	08/27/2014		Collection Payment PIF	082114	-2,701.04	00.00
		Charge	08/29/2014	FINE	Landscape Maint.		25.00	25.00
		Charge	08/30/2014	INT	Interest		09.57	34.57
		Credit	08/30/2014	INT	REV 08/14 INT		-09.57	25.00
		Charge	08/26/2014	FINE	Landscape Maint		25.00	50.00
		Charge	09/12/2014	FINE	Landscape Maint		25.00	75.00
		Charge	09/23/2014	FINE	Landscape Maint. 9.19.1		25.00	100.00
		Credit	09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	75.00
		Credit	09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	50.00
		Credit	09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	25.00
		Credit	09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	00.00
							Res Balance	00.00

EXHIBIT 3

GVLAR POLICY PROHIBITING  
USE OF THE MULTIPLE LISTING SERVICE  
TO MARKET HOA FORECLOSURES

EXHIBIT 3



## HOA LIEN FORECLOSURES AND THE MLS

By: David B. Sanders Esq.  
GLVAR General Counsel

The MLS Committee has determined that it is the best interests of the MLS to exclude HOA Lien foreclosure properties in the MLS at this current time.

### *Background*

Nevada Supreme Court issued its ruling regarding HOA liens in *SFR Investments Pool I, LLC v. U.S. Bank, N.A.*, 130 Nev. Adv. Op. 75 (Sept. 18, 2014). The Court found that the foreclosure upon an HOA lien can be conducted either judicially or non-judicially and that sale DOES extinguish the first deed of trust on the property when conducted properly. While clarifying those two issues, the Supreme Court's decision leaves several questions unanswered.

Please recall that the appeal was from an order dismissing SFR Investment's complaint on a motion to dismiss, not a final adjudication of property rights. *The Nevada Supreme Court did not hold that SFR obtained title to the property free and clear of U.S. Bank's loan, nor did it hold that the foreclosure sale conducted by the HOA could not be set aside by the trial court.* Instead, it remanded the matter for further proceedings.

### *Questions Remain*

There are a number of unresolved issues related to the Statute and the Court's ruling in SFR Investments.

- (a) What happens if the mortgage holder tenders payment of the super priority portion of the lien and the tender is rejected? (Many of the for profit collection agencies that HOAs employ to foreclose on HOA liens refuse to accept a tender for less than the total amount alleged due not just the super-priority portion.) The Opinion in *SFR* indicates that if such a tender was made and rejected then the sale is invalid.
- (b) Does the purchase of the property at the HOA foreclosure sale have priority over the mortgage holder if the HOA simultaneously forecloses on the subpriority portion of the lien? HOAs typically foreclose on the HOA's entire lien.
- (c) Is the purchaser of property at an HOA sale, which likely paid a small fraction of the value of the property, a bona-fide purchaser for value?
- (d) Can the sale of property by an HOA be voided by the holder of a first priority lien because it was not given adequate notice or due process of law? (There is a genuine issue if the foreclosure procedure outlined in NRS 116 violates a lienholders constitutional right of due process. SFR Investments in this case complied with the more vigorous foreclosure requirements of NRS 107 thus the issue was not presented to the Court.)

### *FHFA and Federal Preemption*



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Even more concerning is the Federal Preemption issue. As you know a majority of loans are backed by Freddie Mac and Fannie Mae. Both entities are "quasi federal entities" meaning that there is a genuine issue if an HOA can even extinguish the federal government's interest in the property. When state law and federal law conflict, federal law displaces, or preempts, state law, due to the Supremacy Clause of the Constitution. U.S. Const. art. VI, § 2. Preemption applies regardless of whether the conflicting laws come from legislatures, courts, administrative agencies, or constitutions. For example, the Voting Rights Act, an act of Congress, preempts state constitutions, and FDA regulations may preempt state court judgments in cases involving prescription drugs.

Existing federal law preempts any state law that attempts to extinguish a federal interest. There is active litigation in Nevada federal court to determine this very issue.

#### *Lender Response*

Lender response to this ruling has been very aggressive. Lenders are routinely suing over these foreclosures. Lenders are naming all parties involved in the transaction, including the HOA Trustees, the HOA Boards and HOA Board Members in their individual capacities. This could potentially include the seller's agent, the potential buyer and buyer's agent as well as GLVAR.

It is also unlikely that a broker's (or for that matter GLVAR's) E&O Insurance would cover such litigation as listing such a property in the MLS prior to the conclusion of a successful quiet title action is an intentional act. Should GLVAR be sued for any individual listing, membership dues would be spent to defend the Association in Court.

#### *The Nevada Legislature*

As you know the Nevada legislature is in session. There are bills already being drafted that would reverse the Nevada Supreme Court's decision. In a few short months we will know if the Legislature will act on this issue.

#### *Title Industry*

Several major title insurance companies refuse to issue title insurance on HOA foreclosure properties due to these unknowns and will not do so without a successful quiet title action.

#### *There is a Solution*

There is a simple solution to these issues: it is to allow the Courts to determine answers to these questions. The purchasers of HOA lien foreclosed properties should initiate a quiet title action in State Court. That action will resolve the issues of tender and notice. There is current litigation in Federal Court regarding Federal Preemption and that issue will be resolved in the near future.

#### *MLS Position*

Until these issues are resolved, the MLS Committee has determined that properties are akin to fractional ownership and will be excluded from the MLS. This issue will be revisited once the Courts have issued appropriate guidelines.



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AA3710

# EXHIBIT 4

## MLS PROPERTY ARCHIVE

2/16/12 TO 10/23/15

PRINTED ON 6/10/16

6/16/15 Stokes listed property for \$569,000

6/16/15 Stokes filed their complaint in case A720032

10/14/15 Thirteenth time the Stokes relisted it at a lower price

10/23/15 Contingent sale for \$437,900 through BHHS Realtor Kristen Madden

EXHIBIT 4

Property Archive Information

ML#	Tax ID	PropTyp	Status	Price	Date	Agent	Broker
1548524	191-13-811-052	RES	C	\$ 437,900	10/23/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 437,900	10/14/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 444,900	10/02/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 457,900	09/16/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 465,900	09/09/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 471,900	09/02/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 474,900	08/27/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 494,900	08/16/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 499,900	07/28/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 509,900	07/20/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 516,900	07/14/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 524,900	07/10/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 529,900	07/03/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 569,900	06/16/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1424197	191-13-811-052	RES	X	\$ 390,000	11/01/2014	001098	AMEG05
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1424197	191-13-811-052	RES	ER	\$ 390,000	08/01/2014	001098	AMEG05
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1424197	191-13-811-052	RES	ER	\$ 380,000	07/25/2014	001098	AMEG05
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1424197	191-13-811-052	RES	C	\$ 380,000	03/10/2014	001098	AMEG05
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1424197	191-13-811-052	RES	ER	\$ 380,000	02/25/2014	001098	AMEG05
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1227006	191-13-811-052	RES	ER	\$ 395,000	07/10/2013	099056	PDFT
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1227006	191-13-811-052	RES	W	\$ 395,000	07/10/2013	099056	PDFT
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1227006	191-13-811-052	RES	C	\$ 395,000	05/14/2013	099056	PDFT
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED

Property Archive Information

ML#	Tax ID	PropTyp	Status	Price	Date	Agent	Broker
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 395,000	04/01/2013	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	C	\$ 335,000	08/13/2012	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 335,000	07/21/2012	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 375,000	02/16/2012	099056 Area 606	PDFT Zip 89052

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED

GLVAR	Single Family Residential			Ownership			06/10/2016 11:30 AM				
ML#	1548524	Offc	URBN	PubID	220273	Status	C	Area	606	L/Price	\$437,900
Address	2763 /WHITE SAGE /Drive			Unit		StatusUpdate				LP/SqFt	\$199
Building #		Bldr/Manf		Model		CondoCnv		Zip	89052	YrBuilt	2004/RE
County	CLARK	Parcel#	191-13-811-052	Zoning	SINGLE	Studio		City/Town	Henderson	State	NV
Cmnty	NONE	Subdiv	SUN CITY ANTHEM UNIT #19 PHASE	Age Restricted, CC&RS, Clubhouse, COMMUNITY Golf, COMMUNITY Pool, Gated No						AgeRestrict	Y
Assoc/Comm Feet Desc				COMMUNITY Spa, Exercise Room, Tennis							
Elem K-2	WOLF	Elem 3-5	WOLF	YrRound	N	Junior	DELW	Highsch	LIBR	Subdiv#	
								CensTrct	57.14	MetroMap	95-F6

PROPERTY INFORMATION												
						#Baths	FB	3/4	HB	Tot		
Bldg Desc	1STORY					Prop Desc	2	1	0	3		
Type	DETACHED					Conv						
Roof	TILE					Unit Desc	#Bedrms	3	#Den/Oth	0	#Loft	0
Garage	2/ATTACHD, AUTODR, ENTRYHS, FINISHD					Carport	0	Prkng Desc				
AppxlivArea	2,200	#Acres +/-	0.190	Lot SqFt	8,276	Lot Desc	14LESS	ApprxTotalLivArea	2,460			
ApprxAddLivArea	260	Length		Width		ConvertRealProp		MH-YrBlt				
Manuf				PvPool	Y/HEATED, INGRND			Pool Size +/-				
PvSpa	Yes											

Dir South on eastern from rose parkway on to anthem parkway at split pass hampton right on wild iris left on foxtail left on white sage.

Public Remarks Beautiful liberty model with casita, pool and views of the city. A high elevated lot. There's a formal living room and dining room and a large open kitchen and a separate family room. New Tile in the master bath. Large master with a separate tub and separate shower. Garage has separate area for gold cart. There is a 260 square foot casita out front. Total living 2460 square feet. AGENT BONUS 1500.00

Ag/Ag Remarks Please use Pam at linear title. Thank you for showing.

Master Bed Room	15x13	CEILFN, WICLOS	2nd Bedroom	15x13	
3rd Bedroom	10x10		Dining Room	13x11	FORDIN, LIVDIN
Family Room	18x14	SEPFAM	Kitchen		NOOK, ISLAND, RECESS, PANTRY, SLDCTP, TILE

Living Room	19x14	ENTFOY, FORMAL, REAR	Master Bath		DBLSNK, SEPSHW, SEPTUB
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MBR Down?	Bed Dn	Y	Ba Dn	Y	Ba Dn Desc	F
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Constructn	FRMSTUC	Furnished Desc	NOFURN
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Refrg N	Dispos Y	Dishw Y	Washer Inc	N	Dryer Inc	N	Dryer/Util	G	Location	AREA
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OthApplnces	MICROWV, WTCNDO
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Interior	ALARMW, BLINDS, CEILFN, WINDOWCOV	Oven Desc	STOVEG
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Firepl	1/GAS	Flooring	CARPET, CARTHR, CERAMIC
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Firepl Loc	LIVING	Fence	BF/BRICK
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House Face	North	House Views		Equest	NONE
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Exterior	BITOBBQ, BYARDAC, CIRCDRV, CVPATIO	Miscel	NONE
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Landscap	DESERT	Water	PUBLIC
----------	--------	-------	--------

Heat Sys	CENTRAL	Sewer	PUBLIC
----------	---------	-------	--------

Cool Sys	CENTRAL	Soil Elec	None
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Utility Info	UNDGRND	Energy	NONE	Internet	Y	Public Address	Y	AVM	Y	Commentary	Y
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AssocFee	Y	AssocName	Sun City Anthem	Assoc Ph	702-614-4800	Master Plan Fee	\$0
----------	---	-----------	-----------------	----------	--------------	-----------------	-----

AssocFee1	\$275/Q	AssocFee2		Assessmt	N	Assessment Amt	
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Assoc Fee Includes	MGMT, REC, RESERV	SID/LID?	N	SID/LID		SID/LID Ann	
--------------------	-------------------	----------	---	---------	--	-------------	--

Earn Dep	\$5	Ann Tax	\$3,363	Court App	Y	Short Sale	N	Forecl N	Repo/REO	N	Litig/Typ	N
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Finance Consid	CASH, CONV	FIRPTA?	N	NOD		Rent		Poss	COE
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Lockbox	N	LockboxLocation	Front Door	TempOffMktStatus		T Status	Date
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L/Agent	Robert Goldsmith	L/APH	702-308-5294	REALTOR	Y	PhotExd		LeaseEnd	
---------	------------------	-------	--------------	---------	---	---------	--	----------	--

Office	Urban Nest Realty	OffcPh	702-853-2444	Bonus	SO	CoOp	3.000%	Flat Fee	
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Off Add	10220 W Charleston Blvd #3, Las Vegas 89135	BrokerName	David Tina	Vr	N	Ex	N
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Agt Fax #	702-617-4901	Email	robells@homes@aol.com	VTour	Y	OwnLic	N
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Resident	Vacant	ResPh	702-308-5294	Occup	VAC	Power	ON	AuctTyp		ListDt	06/16/2015
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Showing	KEYANY	GateCode		WD		AuctDt		ExpDt		Act	DOM	129
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ContDesc	FINANCING	ComboLB	#*081	GateCode2		OrigListPrice	\$569,900					
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Energy-Efficient/GREEN Information:

Green Building Certification No

CONTINGENT/PENDING/ SOLD INFORMATION:

Accept/Date	10/23/2015	EstClo/Date	10/30/2016	DaysListingtoClose		Orig L.Price	\$569,900
-------------	------------	-------------	------------	--------------------	--	--------------	-----------

Sold Terms	VA	ActClo/Date		BuyersAgtPublicID	232958	Sale Price	
------------	----	-------------	--	-------------------	--------	------------	--

Sellers Contrib		Prop Condition		Buyer Broker	AMEG05	SP/SqFt	
-----------------	--	----------------	--	--------------	--------	---------	--

OwnrCarry		Days On Market	129	Broker Office	BHHS Nevada Properties, 3185 St. Rose Parkway #100, Henderson 89052-3977
-----------	--	----------------	-----	---------------	--

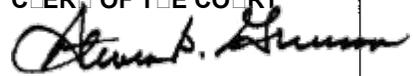
Auction Buyer Premium				BuyerAgentName	Kristen Madden/702-458-8888
-----------------------	--	--	--	----------------	-----------------------------

Add Auction Sold Terms		Sale Type			
------------------------	--	-----------	--	--	--

Presented by: Office Name BHHS Nevada Properties Agent Craig Leidy

# EXHIBIT 6

# EXHIBIT 6



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

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**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

10 JOEL STOKES and SANDRA F.  
11 STOKES, as trustees of the JIMI JACK  
12 IRREVOCABLE TRUST,

13 Plaintiffs,

14 vs.

15 BANK OF AMERICA, N.A.,

16 Defendant.

17 NATIONSTAR MORTGAGE, LLC

18 Counter-Claimant,

19 vs.

20 JIMI JACK IRREVOCABLE TRUST,

21 Counter-Defendant.

22  
23 NONA TOBIN, Trustee of the GORDON  
24 B. HANSEN TRUST. Dated 8/22/08

25 Counter-Claimant,

26 vs.

27 JOEL A. STOKES and SANDRA F.  
28 STOKES, as trustees of the JIMI JACK  
IRREVOCABLE TRUST, SUN CITY  
ANTHEM COMMUNITY ASSOCIATION.

CASE NO.: A-15-720032-C

Dept. XXXI

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW AND ORDER**

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

1 INC., YUEN K. LEE, an Individual, d/b/a/  
2 Manager, F. BONDURANT, LLC, and  
3 DOES 1-10, and ROE CORPORATIONS  
4 1-10, inclusive,

5  
6 Counter-Defendants,

7 On September 3, 2019, the Court heard and considered the following Motions:

8 (1) Nona Tobin's Motion for a New Trial Per Rule 54(B) and RULE  
9 59(1)(A)(B)(C)(F) ("Motion for New Trial");

10 (2) Nona Tobin's Motion to Dismiss Pursuant to NRS 38.310(2) ("Motion to  
11 Dismiss");

12 (3) Counterdefendants' Response to Nona Tobin's Motion for New Trial and  
13 Motion to Dismiss and Countermotion to Strike from the Record the Rogue  
14 Motions and for Attorney's Fees and Costs Pursuant to EDCR Rule 7.6(b)(1)  
15 and/or (3);

16 (4) Sun City Anthem Community Association's Joinder to Counterdefendants'  
17 Response and Sun City Anthem Community Association's Countermotion to  
18 Strike Notice of Lis Pendens, for a Vexatious Litigant Order, and for Attorney's  
19 Fees Pursuant to NRS 18.010 and EDCR 7.6.

20 Non Party Nona Tobin appeared on her own behalf; Joseph Hong, Esq. appeared  
21 for Counterdefendants Joel A Stokes and Sandra F. Stokes, as Trustees of the Jimijack  
22 Irrevocable Trust, Yuen K Lee and F. Dondurant, LLC; Kaleb Anderson, Esq. appeared  
23 for Sun City Anthem Community Association; and Donna Wittig, Esq. appeared for  
24 Nationstar Mortgage, LLC.

25 Being fully briefed, and the Court having considered the Motions, Oppositions,  
26 and Replies, and being fully advised in the premises, finds as follows:

27 ///

28 ///

**FINDINGS OF FACT**

- 1
- 2 1. Nona Tobin, an individual, is not, and has never been, a party to this case.
- 3 2. Nona Tobin's involvement in this case is limited to her role as trustee of the
- 4 GORDON B. HANSEN TRUST Dated 8/22/08.
- 5 3. Nona Tobin, as Trustee of the GORDON B. HANSEN TRUST Dated 8/22/08 is
- 6 represented in this matter by Joe Coppedge Esq.
- 7 4. Despite pronouncements from this Court regarding Nona Tobin's status as a
- 8 non-party in this matter, all parties to the case have perpetuated confusion as
- 9 to Nona Tobin's status as a party by continuing to make reference to Nona
- 10 Tobin, as an individual, as a party to the case.
- 11 5. Although this Court orally granted a Motion to Withdraw by Attorney
- 12 Coppedge, no final Order was filed. Pursuant to *Division of Child and Family*
- 13 *Services, Dept. of Human Resources, State of Nevada v. Eighth Judicial*
- 14 *District Court ex rel. County of Clark*, 120 Nev. 445, 92 P.3d 1239 (2004), the
- 15 oral pronouncement of the Court is ineffectual without a written, signed, and
- 16 filed order.
- 17 6. On July 23, 2019, Nona Tobin, as Trustee of the GORDON B. HANSEN
- 18 TRUST Dated 8/22/08 filed a Notice of Appeal.
- 19 7. On July 22, 2019, Nona Tobin, as an individual, filed a Motion for a New Trial
- 20 Per Rule 54(B) and RULE 59(1)(A)(B)(C)(F).
- 21 8. On July 29, 2019, Nona Tobin, as an individual, filed a Motion to Dismiss
- 22 Pursuant to NRS 38.310(2).
- 23 9. On August 7, 2019, Nona Tobin, as an individual, filed a Notice of Lis
- 24 Pendens.

25 ///  
26 ///  
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28 ///

CONCLUSIONS OF LAW

1. Because she is not now, nor has she ever been, as party to this case, Nona Tobin is not authorized to file anything with this court in her individual capacity.
2. The only way Nona Tobin is involved in this matter is in her capacity as Trustee of the GORDON B. HANSEN TRUST Dated 8/22/08. In this capacity, she is represented by attorney Joe Coppedge, Esq..
3. Because she is not a party to the case, all documents filed with this Court by Nona Tobin as an individual, are rogue documents and are stricken from the record. This includes both the Motion to Dismiss and Motion for New Trial (and all oppositions or replies) and the Notice of Lis Pendens.
4. In addition to being stricken as rogue documents, the Motion to Dismiss and Motion for a New Trial denied under NRCp 62.1, as there is no <sup>basis for</sup> relief possible given the pending appeal *and the lack of authority provided.*
5. Counterdefendants have requested attorney's fees from Nona Tobin as part of their response to the Motion to Dismiss and Motion for a New Trial. Because <sup>inter alia</sup> the Court has no jurisdiction over Nona Tobin as an individual, <sup>the</sup> this Court has <sup>no jurisdiction over her.</sup> *no basis upon which fees could be assessed Agt her.*
6. Further, all parties to the case have contributed to the confusion regarding Nona Tobin's (as an individual) status in the case, so this Court finds no basis for an award of attorney's fees.

ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that non-party Nona Tobin's Motion for a New Trial Per Rule 54(B) and RULE 59(1)(A)(B)(C)(F) is stricken from the Record as a rogue document.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that non-party Nona Tobin's Motion to Dismiss Pursuant to NRS 38.310(2) is stricken from the Record as a rogue document.

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

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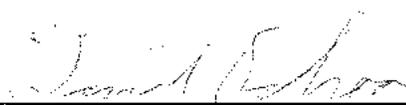
**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the Motion to expunge the lis pendens is GRANTED.

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Counter defendants' Requests for Attorney's fees are denied without prejudice.

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Counterdefendant Sun City Anthem Community Association's Counter Motion to have Nona Tobin deemed a vexation litigant is denied *without prejudice.*

Dated this 20 day of ~~October~~, 2019.  
*November*

  
JOANNA S. KISHNER  
HONORABLE JOANNA KISHNER

Submitted by:  
**LIPSON NEILSON, P.C.**  
  
By:   
Kaleb D. Anderson, Esq. (Bar No. 7582)  
David T. Ochoa, Esq. (Bar No. 10414)  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144  
  
Attorneys for Cross-Defendant  
Sun City Anthem Community Association

1 Approved as to form and content

2 Dated this \_\_\_\_ day of October, 2019

3 **AKERMAN, LLP**

4  
5 By: Signature waived  
6 Melanie D. Morgan, Esq. (Bar No. 8215)  
7 1635 Village Center Circle Ste. 200  
Las Vegas, NV 89134

8 *Attorneys for Defendants*

Dated this 29<sup>th</sup> day of October, 2019

**HONG & HONG**

By: s/ Joseph Hong  
Joseph Y. Hong, Esq. (Bar No: 5995)  
1980 Festival Plaza Dr., Suite 650  
Las Vegas, NV 89135

*Attorney for Plaintiff/Counterdefendant  
Jimijack Irrevocable Trust*

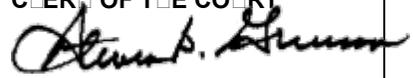
10 Dated this \_\_\_\_ day of October, 2019

11 **MUSHKIN CICA COPPEDGE**

12  
13 By: Declined to sign  
14 Joe Coppedge, Esq. (Bar No. 4954)  
15 4495 S. Pecos Rd.  
Las Vegas, NV 89121

16 *Attorney for Nona Tobin*

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**JMOT**

MELANIE D. MORGAN, ESQ.  
Nevada Bar No. 8215

DONNA M. WITTIG, ESQ.  
Nevada Bar No. 11015

**AKERMAN LLP**

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Telephone: (702) 634-5000  
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Email: melanie.morgan@akerman.com  
Email: donna.wittig@akerman.com

*Attorney for Nationstar Mortgage LLC*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

NONA TOBIN, an individual,  
  
Plaintiff,

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

vs.

BRIAN CHIESTI, an individual; DEBORA  
CHIESTI, an individual; QUICKEN LOANS  
IN.; JOEL A STOKES, an individual; JOEL A.  
STOKES AND SANDRA STOKES as Trustees  
of JIMIACK IRREVOCABLE TRUST;  
JIMIACK IRREVOCABLE TRUST;  
NATIONSTAR MORTGAGE LLC; RED  
ROCK FINANCIAL SERVICES; DOES I  
through X inclusive; and ROE  
CORPORATIONS I through V, inclusive

**NATIONSTAR'S JOINDER TO  
DEFENDANT RED ROCK FINANCIAL  
SERVICES' MOTION TO DISMISS  
FIRST AMENDED COMPLAINT**

Defendants.

Defendant Nationstar Mortgage LLC d/b/a Mr. Cooper, joins in defendant Red Rock Financial Services' motion to dismiss amended complaint, filed on June 23, 2020.

**INTRODUCTION**

Red Rock's motion to dismiss correctly points out that each claim plaintiff Nona Tobin brings against Red Rock was or should have been litigated in previous litigation against Sun City Anthem Community Association (the **HOA**), and others, including Nationstar. The same reasons precluding this action against Red Rock apply to Nationstar—and even further, Nationstar *was* a party to the prior litigation, yet Ms. Tobin failed to raise any claims against it. Nationstar adopts the arguments and

**AKERMAN LLP**

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

1 legal authority set forth in Red Rock's motion, and supplements with the additional arguments and  
2 authorities below.

3 **ADDITIONAL FACTS AND ARGUMENT RELEVANT TO NATIONSTAR**

4 **A. Nationstar was a party to the prior litigation**

5 In the prior litigation, case no. A-15-720032-C, Ms. Tobin, as trustee of the Gordon B. Hansen  
6 Trust intervened and brought cross-claims against the HOA and F. Bondurant, LLC, and Opportunity  
7 Homes, LLC, and a counterclaim against the purchasers, Joel A. Stokes and Sandra F. Stokes, as  
8 trustees of the Jimijack Irrevocable Trust (**Jimijack**). Although Nationstar was a party to the litigation,  
9 Ms. Tobin never plead any claims against Nationstar.

10 **B. Res judicata bars claims against Nationstar**

11 Ms. Tobin had the opportunity to bring claims against Nationstar in the prior case, but failed  
12 to do so. Her arguments are barred by res judicata and claim preclusion. Claim preclusion applies  
13 where "(1) the parties or their privies are the same, (2) the final judgment is valid, and (3) the  
14 subsequent action is based on the same claims or any part of them that were or could have been brought  
15 in the first case." *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1054, 194 P.3d 709, 713 (2008)  
16 *holding modified by Weddell v. Sharp*, 131 Nev. Adv. Op. 28, 350 P.3d 80 (2015). Claim preclusion  
17 "embraces all grounds of recovery that were asserted in a suit, as well as those that could have been  
18 asserted." *Five Star* 194 P.3d at 715.

19 Ms. Tobin, as trustee, was a party to the prior case. Although she attempts to file her claims  
20 here individually (perhaps to avoid claim preclusion) she cannot do so, as set forth in Red Rock's  
21 motion. Nonetheless, as an individual she is still clearly in privity with her status as a trustee—and  
22 represents the same interest, goals and objectives, regardless of her capacity. Further, Ms. Tobin  
23 attempted to intervene individually in the prior case and the court denied her attempt. Nationstar was  
24 a party to the prior case and is made defendant here.

25 Not only did Tobin have the opportunity to bring claims against Nationstar in the prior case,  
26 she actually took steps to do so. On November 30, 2018, Tobin filed a motion to amend answer,  
27 counterclaim, and crossclaims seeking to "clarify her claim for quiet title to include all parties,  
28 including. . . Nationstar[.]" (**Exhibit A**, Motion for Leave to Amend). The court granted the motion.

1 (**Exhibit B**, minutes). Despite that, Tobin never filed an order, much less an entry of order, granting  
2 her motion for leave to amend. In addition, Tobin never filed the amended pleading naming Nationstar  
3 as a party. (**Exhibit C**, docket). Tobin knew Nationstar was a party, represented to the court that she  
4 had colorable claims against Nationstar, successfully obtained leave to amend to add Nationstar as a  
5 party, but failed to file the amended pleading. Tobin cannot now use this action to complete the efforts  
6 she abandoned in the prior action.

7 The district court entered a valid final judgment—granting summary judgment on certain  
8 claims and issuing a decision after a bench trial. Ms. Tobin's pending appeal of those decisions is  
9 irrelevant to finality for claim preclusion purposes. *Edwards v. Ghandour*, 159 P.3d 1086, 1093 n. 17  
10 (Nev. 2007) (“[A] judgment on appeal retains its preclusive effect for purposes of both claim and issue  
11 preclusion.”); *see also*, *City of Las Vegas v. Bluewaters Fam. Ltd. Partn.*, 55878, 2013 WL 431045,  
12 at \*1 (Nev. Jan. 31, 2013). All of the claims brought here (challenging the validity of the foreclosure  
13 sale) were or should have been brought in the prior case. Res judicata bars Ms. Tobin's claims against  
14 Nationstar.

### 15 CONCLUSION

16 For the reasons stated herein and those set forth in Red Rock's motion to dismiss the amended  
17 complaint, this court should dismiss Ms. Tobin's complaint.

18 Dated: June 25, 2020

19 **AKERMAN LLP**

20 */s/ Melanie D. Morgan*

21 MELANIE D. MORGAN, ESQ.

22 Nevada Bar No. 8215

23 DONNA M. WITTIG, ESQ.

24 Nevada Bar No. 11015

25 1635 Village Center Circle, Suite 200

26 Las Vegas, Nevada 89134

27 *Attorneys for Nationstar Mortgage LLC*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of AKERMAN LLP, and that on this 25th day of June, 2020, I caused to be served a true and correct copy of the foregoing **NATIONSTAR'S JOINDER TO DEFENDANT RED ROCK FINANCIAL SERVICES' MOTION TO DISMISS FIRST AMENDED COMPLAINT**, in the following manner:

**(ELECTRONIC SERVICE)** Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List as follows:

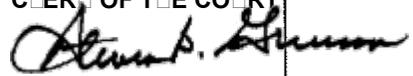
<p>John W. Thomson, Esq. Nevada Bar No. 5802 THOMSON LAW PC 2450 St. Rose Parkway, Suite 120 Henderson, NV 89074</p> <p><i>Attorney for Plaintiff Nona Tobin</i></p>	<p>David R. Koch, Esq. (NV Bar No. 8830) Steven B. Scow, Esq. (NV Bar No. 9906) Brody B. Wight, Esq. (NV Bar No. 13615) KOCH &amp; SCOW, LLC 11500 South Eastern Avenue, Suite 210 Henderson, NV 89052</p> <p><i>Attorneys for Defendant Red Rock Financial Services, LLC</i></p>
<p>Joseph Hong, Esq. Nevada Bar No. 5995 HONG &amp; HONG PLLC 1980 Festival Plaza Drive, Suite 650 Las Vegas, NV 89135</p> <p><i>Attorney for Plaintiffs Joel A. Stokes and Jimijack Irrevocable Trust</i></p>	<p>Brittany Wood, Esq. Nevada Bar No. 7562 MAURICE WOOD 9525 Hillwood Drive, Suite 140 Las Vegas, NV 89134</p> <p><i>Attorneys for Defendants Debora Chiesti and Quicken Loans Inc.</i></p>

/s/ Patricia Larsen

An employee of AKERMAN LLP

# **EXHIBIT A**

# **EXHIBIT A**



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

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

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

14 Plaintiffs,  
15 vs.

16 BANK OF AMERICA, N.A.; SUN CITY  
17 ANTHEM COMMUNITY  
18 ASSOCIATION, INC.; DOES I through X  
and ROE BUSINESS ENTITIES I through  
X, inclusive,

19 Defendants.

20 NATIONSTAR MORTGAGE, LLC,

21 Counter-Claimant,  
22 vs.

23 JIMI JACK IRREVOCABLE TRUST;  
24 OPPORTUNITY HOMES, LLC, a Nevada  
25 limited liability company; F.  
26 BONDURANT, LLC, a Nevada limited  
27 liability company; DOES I through X,  
inclusive; and ROE CORPORATIONS XI  
through XX, inclusive,

28 Counter-Defendants.

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

**MOTION TO AMEND ANSWER,  
COUNTERCLAIM, AND  
CROSSCLAIMS**

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

3 Counter-Claimant,

4 vs.

5 JOEL A. STOKES and SANDRA F. STOKES,  
6 as trustees of the JIMI JACK IRREVOCABLE  
7 TRUST,

8 Counter-Defendants.

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

11 Cross-Claimant,  
12 vs.

13 SUN CITY ANTHEM COMMUNITY  
14 ASSOCIATION, INC., NATIONSTAR  
15 MORTGAGE, L.L.C.,  
16 DOES 1-10, AND  
17 ROE CORPORATIONS 1-10, inclusive,

18 Counter-Defendants.

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

21 Cross-Claimant,

22 vs.

23 OPPORTUNITY HOMES, LLC, THOMAS  
24 LUCAS, Manager,

25 Counter-Defendant.

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

28 Cross-Claimant,

vs.

YUEN K. LEE, an Individual, d/b/a Manager,  
F. BONDURANT, LLC,

Counter-Defendant.

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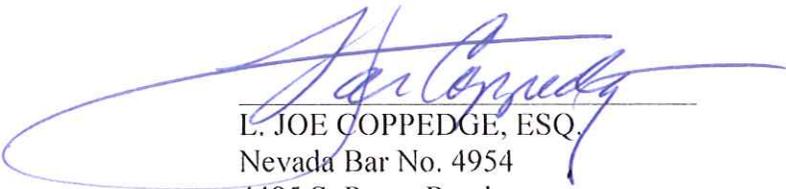
**MOTION TO AMEND ANSWER, COUNTERCLAIM, AND CROSSCLAIMS**

Defendant in Intervention/Counterclaimant/Cross-Claimant, Nona Tobin, as Trustee of the Gordon B. Hansen Trust, by and through her undersigned counsel, hereby respectfully moves this Court pursuant to NRCP 15(a) for an Order granting her Motion to Amend her Counterclaim and Crossclaims, and assert a Third-Party Complaint.

Counter-Claimant/Cross-Claimant’s Motion Amend (hereinafter “Motion”) is made and based on the following Points and Authorities, the pleadings and papers on file herein, and any argument of counsel made at the hearing of this Motion.

Dated this 30 day of November, 2018.

MUSHKIN • CICA • COPPEDGE



L. JOE COPPEDGE, ESQ.  
Nevada Bar No. 4954  
4495 S. Pecos Road  
Las Vegas, NV 89121

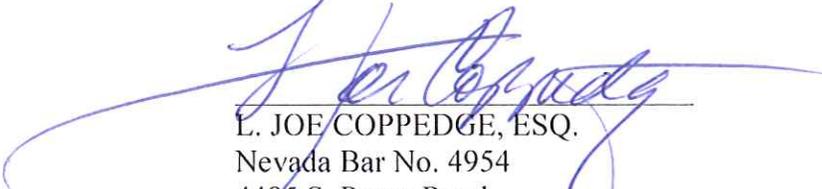
**NOTICE OF MOTION**

TO: ALL INTERESTED PARTIES and their Attorneys.

PLEASE TAKE NOTICE, that the undersigned will bring the above Motion on for hearing before the above-entitled Court, on the 10 day of Jan., 2019, at the hour of 9:00 o’clock a. m. of that day or as soon thereafter as counsel can be heard.

Dated this 30 day of November, 2018.

MUSHKIN • CICA • COPPEDGE



L. JOE COPPEDGE, ESQ.  
Nevada Bar No. 4954  
4495 S. Pecos Road  
Las Vegas, NV 89121



1 after it is served. Otherwise a party may amend the party's  
2 pleading only by leave of court or by written consent of the  
3 adverse party; and leave shall be freely given when justice so  
4 requires. A party shall plead in response to an amended pleading  
5 within the time remaining for response to the original pleading or  
6 within 10 days after service of the amended pleading, whichever  
7 period may be the longer, unless the court otherwise orders.

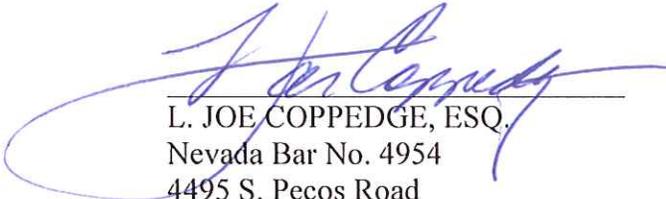
8 As indicated by the express wording of the rule, leave to amend must be freely given.  
9 *Hill v. Summa Corp.*, 90 Nev. 79, 518 P.2d 1094 (1974). Attached hereto as Exhibit 1 is Nona  
10 Tobin's Proposed Amended Answer, Counterclaim, Cross-Claim and Third-Party Complaint,  
11 which clarifies the factual allegations and claims for relief.

12 **III. Conclusion**

13 Wherefore, Defendant in Intervention, Nona Tobin, as Trustee of the Gordon B. Hansen  
14 Trust respectfully requests that she be granted leave to file her Amended Answer, Counterclaim,  
15 Cross-Claim and Third-Party Complaint.

16 Dated this 30 day of November, 2018.

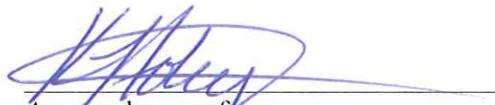
17 MUSHKIN • CICA • COPPEDGE

18   
19 L. JOE COPPEDGE, ESQ.  
20 Nevada Bar No. 4954  
21 4495 S. Pecos Road  
22 Las Vegas, NV 89121

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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **Motion to Amend Answer, Counterclaim, And Crossclaims** was submitted electronically for filing and/or service with the Eighth Judicial District Court on this 30<sup>th</sup> day of November, 2018. Electronic service of the foregoing document shall be upon all parties listed on the Odyssey eFileNV service contact list:

  
An employee of  
MUSHKIN • CICA • COPPEDGE

# EXHIBIT “1”

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

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

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

14 Plaintiffs,  
15 vs.

16 BANK OF AMERICA, N.A.; SUN CITY  
17 ANTHEM COMMUNITY ASSOCIATION,  
18 INC.; DOES I through X and ROE  
BUSINESS ENTITIES I through X, inclusive,

19 Defendants.

20 NATIONSTAR MORTGAGE, LLC,

21 Counter-Claimant,  
22 vs.

23 JIMI JACK IRREVOCABLE TRUST;  
24 OPPORTUNITY HOMES, LLC, a Nevada  
limited liability company; F. BONDURANT,  
25 LLC, a Nevada limited liability company;  
DOES I through X, inclusive; and ROE  
26 CORPORATIONS XI through XX, inclusive,

27 Counter-Defendants.  
28

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

**NONA TOBIN'S, AS TRUSTEE OF  
THE GORDON B. HANSEN TRUST,  
AMENDED ANSWER,  
COUNTECLAIM, CROSS-CLAIM AND  
THIRD-PARTY COMPLAINT**

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

3 Counter-Claimant,

4 vs.

5 JOEL A. STOKES and SANDRA F. STOKES,  
6 as trustees of the JIMI JACK IRREVOCABLE  
TRUST,

7 Counter-Defendants.

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

10 Cross-Claimant,

11 vs.

12 SUN CITY ANTHEM COMMUNITY  
13 ASSOCIATION, INC., NATIONSTAR  
14 MORTGAGE, LLC; DOES 1-10, AND ROE  
CORPORATIONS 1-10, inclusive,

Counter-Defendants.

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

17 Cross-Claimant,

18 vs.

19 OPPORTUNITY HOMES, LLC, THOMAS  
20 LUCAS, Manager,

21 Counter-Defendant.

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

24 Cross-Claimant,

25 vs.

26 YUEN K. LEE, an Individual, d/b/a Manager, F.  
27 BONDURANT, LLC,

28 Counter-Defendant.

1 NONA TOBIN, Trustee of the GORDON B.  
2 HANSEN TRUST. Dated 8/22/08

3 Third-Party Plaintiff,

4 vs.

5 RED ROCK FINANCIAL SERVICES, LLC, a  
6 Nevada limited liability company

7 Third-Party Defendant.

8 **NONA TOBIN’S, AS TRUSTEE OF THE GORDON B. HANSEN TRUST,**  
9 **AMENDED ANSWER, COUNTECLAIM, CROSS-CLAIM**  
10 **AND THIRD-PARTY COMPLAINT**

11 Defendant-in-Intervention/Counterclaimant/Cross-Claimant/Third-Party Plaintiff, Nona  
12 Tobin, as Trustee of the Gordon B. Hansen Trust (“Tobin”), by and through her attorneys,  
13 Mushkin Cica Coppedge submits this Amended Answer to the Complaint filed by Plaintiffs, Joel  
14 A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust as follows:

15 1. Tobin admits the allegations contained in paragraphs 3, and 8 of Plaintiffs’  
16 complaint.

17 2. Tobin denies the allegations contained in paragraphs: 1, 4, 5, 6, 9, 11, 12, 13, 9,  
18 14, 15, 16, 17, 18, 20, 21, 22, 23, 25, 26, 27, 28, 30, 31, 32, 34, 35, and 36 of Plaintiffs' complaint.

19 3. Tobin is without sufficient knowledge or information to form a belief as to truth  
20 of the allegations contained in paragraphs: 2, 7, 10, 19, 24, 29, and 33 of Plaintiffs' complaint,  
21 and deny these allegations upon that basis.

22 **AFFIRMATIVE DEFENSES**

23 **FIRST AFFIRMATIVE DEFENSE**

24 **(Failure to Mitigate Damages)**

25 Plaintiff’s claims are barred in whole or in part because of the Plaintiffs' failure to take  
26 reasonable steps to mitigate the damage in this case.

27 **SECOND AFFIRMATIVE DEFENSE**

28 **(Priority)**

Plaintiffs’ sole recorded claim to the property, a Quit Claim Deed rife with notarial

1 violations that is contradicted by the Sun City record of ownership, is insufficient to give  
2 Plaintiff's claims to title priority over Counterclaimant's Grant, Sale, Bargain Deed.

3 **THIRD AFFIRMATIVE DEFENSE**

4 **(Assumption of Risk)**

5 Plaintiffs, at all material times, calculated, knew and understood the risks inherent in the  
6 situations, actions, omissions, and transactions upon which they now base their various claims for  
7 relief, and with such knowledge, Plaintiffs undertook and thereby assumed such risks and is  
8 consequently barred from all recovery by such assumption of risk.

9 **FOURTH AFFIRMATIVE DEFENSE**

10 **(Commercial Reasonableness)**

11 Per *Shadow Wood Court*, (*Shadow Wood Homeowners Association Inc. v. NY Com. Bank*  
12 132 Nev. Adv Op 5 at 15 (2016), this Court must invalidate the HOA Sale as the sale price was  
13 less than 20% of Fair Market Value, and the sale involved unfairness, oppression, including  
14 conducting a surprise sale after the Notice of Sale was cancelled and all parties with a known  
15 interest being excluded from an opportunity to bid.

16 **FIFTH AFFIRMATIVE DEFENSE**

17 **(Equitable Doctrines and NRS 116.1113 Obligation of good faith)**

18 Plaintiffs' claims are barred by the equitable doctrines of unclean hands and failure to act  
19 in good faith.

20 **SIXTH AFFIRMATIVE DEFENSE**

21 **(Fraudulent Concealment)**

22 Plaintiff's manner, timing, and financing being granted title and possession property,  
23 contributed to the elements that made the sale voidable in that the Property was not purchased by  
24 a bona fide purchaser for value, and that none of the alleged subsequent purchasers, if any, were  
25 innocent third parties whose interests are worthy of any protection by voiding the sale.

26 **SEVENTH AFFIRMATIVE DEFENSE**

27 **(Waiver and Estoppel)**

28 By Plaintiff's acts and omissions, Plaintiffs have waived their rights and are estopped from

1 asserting their claims against Defendant.

2 **EIGHTH AFFIRMATIVE DEFENSE**

3 **(Violations of Due Process Guaranteed by Statute)**

4 Counter-claimant cannot be deprived of her property without first being provided the  
5 minimum due process protection guaranteed to homeowners prior to being sanctioned for an  
6 alleged violation of SCA governing documents pursuant to statutes NRS 116.3102(3)(4); NRS  
7 116.3103; NRS 116.31031; NRS 116.31085(4)(4a)(4b)(5)(6f); NRS 116A.640(8); and NRS  
8 116.31162 through NRS 116.31168.

9 **NINTH AFFIRMATIVE DEFENSE**

10 **(Failure to Provide Due Process Guaranteed by SCA Governing Documents)**

11 Counter-claimant cannot be deprived of her property as she was not provided the  
12 minimum due process protection guaranteed to homeowners prior to being sanctioned for an  
13 alleged violation of SCA governing documents pursuant to SCA CC&Rs 7.4, and SCA bylaws  
14 3.26, and SCA 11/17/11 Policy Governing Process for Enforcement of the Governing Documents,  
15 and SCA Board Resolution on Delinquent Assessments, effective October 1, 2013.

16 **TENTH AFFIRMATIVE DEFENSE**

17 **(Additional Affirmative Defenses)**

18 Defendant hereby incorporate by reference those affirmative defenses enumerated in Rule  
19 8 of the Nevada Rules of Civil Procedure as though fully set forth herein. In the event further  
20 investigation or discovery reveals the applicability of any such defenses, Defendant reserves the  
21 right to seek leave of court to amend this answer to specifically assert the same. Such defenses  
22 are herein incorporated by reference for the specific purpose of not waiving same.

23 **PRAYER**

24 WHEREFORE, Counterclaimant prays for judgment as follows:

- 25 1. That the Court make the judicial determination that the foreclosure sale was void  
26 due to non-compliance with the statutes;
- 27 2. That the Court make the judicial determination that Tobin's claim to title is  
28 superior to Jimijack's as the sale was conducted in a manner which denied Tobin the due process

1 required before an owner can be sanctioned for a violation of the governing documents.

2 3. That the Court make the judicial determination that the sale was commercially  
3 unreasonable.

4 4. That Plaintiffs recover nothing on account of the claims made in the Complaint  
5 and each of its purported claims;

6 5. For reasonable attorney fees and costs.

7 6. For such other and further relief as the Court may deem just and proper in this  
8 case.

9 Dated this \_\_\_ day of \_\_\_\_\_, 2018.

10 MUSHKIN • CICA • COPPEDGE

11  
12 \_\_\_\_\_  
13 L. JOE COPPEDGE, ESQ.  
14 Nevada Bar No. 4954  
15 4495 S. Pecos Road  
16 Las Vegas, NV 89121

17  
18 *Attorneys for Nona Tobin, an individual and  
19 as Trustee of the Gordon B. Hansen Trust*

20  
21  
22  
23 **COUNTERCLAIM**

24 Defendant-in-Intervention/Counterclaimant/Cross-Claimant/Third-Party Plaintiff Nona  
25 Tobin, as Trustee of the Gordon B. Hansen Trust (“Counterclaimant” or “Tobin”), by and through  
26 her attorneys Mushkin Cica Coppedge, submits her Amended Counterclaim against Joel A.  
27 Stokes and Sandra F. Stokes, as Trustees for the Jimijack Irrevocable Trust as follows:

28 **INTRODUCTION**

1. This action is for quiet title, declaratory relief and unjust enrichment involving a  
deficient HOA lien foreclosure sale. The HOA sale is void or voidable due to the failure to comply  
with the statutory requirements of a valid sale and the denial of due process guaranteed to Tobin.

**JURISDICTION, VENUE**

2. The real property which is the subject of this civil action is a residence commonly

1 known as the 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-811-052, (the  
2 “Property”).

3 3. This action is within the jurisdictional limits of this Court and venue is appropriate  
4 because the Property is located within the jurisdiction of this Court.

5 4. Tobin is authorized to bring this action in the State of Nevada pursuant to NRS  
6 40.010 against parties who claim an adverse interest in the Property.

7 5. This Court has authority to make declaratory judgments pursuant to NRS 30.010.

8 **PARTIES**

9 6. Upon Information and belief, Joel A. Stokes and Sandra F. Stokes, as Trustees for  
10 the Jimijack Irrevocable Trust (“Plaintiff” or Jimijack”). Jimijack is an unknown entity, operating  
11 in Nevada as an unlicensed business to acquire title to HOA foreclosed properties. Jimijack  
12 currently holds title to the Property.

13 7. Nona Tobin is the Trustee of the Gordon B. Hansen Trust dated August 22, 2008,  
14 (“Tobin”), which previously held title to the Property.

15 8. Nationstar Mortgage, LLC (“Nationstar”) is an entity of unknown origin that is  
16 purportedly the assigned beneficiary under the Deed of Trust signed by Gordon B. Hansen.  
17 Nationstar may claim some interest in the Property.

18 9. Sun City Anthem Community Association (“Sun City” or the “HOA”) is a Nevada  
19 non-profit corporation licensed to do business in the State of Nevada. Sun City may claim some  
20 interest in the Property.

21 10. Red Rock Financial Services, LLC (“RRFS” or the “HOA’s Agent”) is a Nevada  
22 limited liability company, and at all relevant times was doing business in Nevada as the HOA’s  
23 agent.

24 11. Upon information and belief, Doe Defendants 1 through 10 are individuals  
25 unknown to Tobin who, therefore, sue said Defendants by fictitious names who may claim some  
26 interest in the Property. Tobin will seek leave of Court to amend this Complaint to reflect the true  
27 names and identities of the Doe Defendants when known.

28 12. Upon information and belief, Roe Defendants 11 through 20 are entities unknown

1 to Tobin who therefore, sues said Defendants by fictitious names who may claim some interest  
2 in the Property. Plaintiff will amend this Complaint to reflect the true names and identities of the  
3 Roe Defendants when known.

#### 4 STATEMENT OF FACTS

5 1. On or about July 31, 2003, Gordon B. Hansen, together with his then wife Marilyn,  
6 purchased the property located at 2763 White Sage Drive, Henderson, Nevada 89052, APN 191-  
7 13-811-052 (the "Property").

8 2. Gordon and Marilyn divorced, and on or about June 10, 2004, Marilyn Hansen  
9 quit claimed the Property to Gordon Hansen as a part of the divorce settlement.

10 3. On or August 22, 2008, the Gordon B. Hansen Trust (the "Trust") was formed,  
11 and Nona Tobin was identified as a successor trustee.

12 4. On August 27, 2008, title to the property was transferred to the Gordon B. Hansen  
13 Trust.

14 5. Gordon B. Hansen died on January 14, 2012, and Tobin became the sole trustee  
15 of the Trust.

16 6. On August 17, 2012, Tobin delivered two (2) checks, check no. 142 and check no.  
17 143, to the Sun City Anthem Community Association (the "HOA") at 2459 Hampton Road,  
18 Henderson NV 89052, each in the amount of \$300.00.

19 7. Check no. 142 was payment for the HOA quarterly dues for Tobin's personal  
20 residence located at 2664 Olivia Heights Avenue, Henderson, Nevada 89052 for the quarter  
21 commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in the amount  
22 of \$25.00. Check No. 142 cleared the bank on August 23, 2012.

23 8. Check no. 143 was payment for the HOA quarterly dues for the Property for the  
24 period commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in the  
25 amount of \$25.00. Although delivered on August 17, 2012, check no. 143 did not clear the bank  
26 until October 23, 2012.

27 9. Check No. 143 in the amount of \$300.00 was incorrectly credited by the HOA's  
28 debt collector, Red Rock Financial Services ("RRFS") to the account for the Property on or about

1 October 18, 2012 as shown by the RRFS ledger sent on November 5, 2012 to the Property (but  
2 not the owner's address of record).

3 10. The Resident Transaction Report shows that the \$300 from check no. 143 was  
4 credited as "Collection Payment Part(ial)" rather than as \$275 plus \$25 late fee for the July 2012  
5 quarter, which would have brought the account current with a zero balance instead of the \$495.15  
6 RRFS claimed was still owing. NAC116A.345(7) prohibits an HOA agent from applying  
7 assessment payments first to fees.

8 11. On or about September 13, 2012, the RRFS ledger shows charges of \$150.00 for  
9 "Management Company Collection Cost", and \$125.00 plus mailing fees for an "Intent to Lien  
10 Letter" on the Property's account with the HOA, unauthorized as the account was referred to  
11 collection before there was a default. The error of adding and compounding collection fees which  
12 were not owing was never corrected by the HOA.

13 12. On or about December 14, 2012, the HOA caused a Notice of Delinquent  
14 Assessments (the "Lien") to be recorded against the Property which claimed the amount of  
15 \$925.76 was delinquent and owed as of December 5, 2012 when at that time, only \$275.00 was  
16 due and owing for the period commencing October 1, 2012. The Lien included erroneous charges  
17 and did not credit assessments paid when the amount was below the minimum past due amount  
18 when collection can begin.

19 13. As of December 14, 2012, the maximum amount of the delinquency for the  
20 Property's HOA account was \$300.00, consisting of then-current quarterly dues in the amount of  
21 \$275.00, together with late fees in the amount of \$25.00.

22 14. On or about March 12, 2013, a Notice of Default and Election to Sale (the "First  
23 Notice of Default") was issued and served by RRFS.

24 15. The First Notice of Default was rescinded on or about April 3, 2013.

25 16. On or about April 8, 2013, a second Notice of Default and Election to Sale (the  
26 "Second Notice of Default") was issued and served by RRFS. This notice incorrectly states that  
27 no payments of any kind have been made since July 1, 2012, contradicting RRFS' own October  
28 18, 2012 ledger entry which credits Check No. 143 in the amount of \$300.00, albeit to fees instead

1 of first to assessments.

2 17. On or about April 30, 2013, RRFS responded to a payoff demand from “Miles  
3 Bauer”, agents for Bank of America (BANA), and claimed that \$2,876.95 was due and payable  
4 as of April 30, 2013.

5 18. On or about February 12, 2014, a Notice of Foreclosure Sale (“Notice of Sale”)  
6 was issued and served by RRFS, which claimed \$5,081.45 was due and owing, and scheduled the  
7 sale for March 7, 2014.

8 19. On March 28, 2014, RRFS sent an Accounting ledger to Chicago Title in response  
9 to a payoff demand related to a contingent sale to Red Rock Region Investments LLC in which  
10 the amount before fees claimed as due and owing on February 11, 2014 was \$4,240.10, and that  
11 the amount due on March 28, 2014 was \$4,687.64. The Notice of Sale claims that \$5,081.45 was  
12 due as of February 11, 2014 but no ledger went to the owner with the Notice of Sale recorded on  
13 February 12, 2014.

14 20. On or about February 20, 2014, Tobin signed a listing agreement with Craig Leidy  
15 and gave him authority to handle all notices and contact with the HOA’s agents, RRFS, and  
16 Nationstar, the new loan servicer as of December 1, 2013.

17 21. The Notice of Sale incorrectly referenced the First Notice of Default, which had  
18 been cancelled.

19 22. The Notice of Sale was sent to the Ombudsman on February 13, 2014 as required  
20 by NRS 116.311635(2)(b)(3). However, on May 15, 2014, RRFS notified the Ombudsman that  
21 the Notice of Sale was cancelled, the Trustee sale was cancelled, and the Owner was retained.

22 23. The Property was sold on August 15, 2014 although no valid notice of sale was in  
23 effect as the Notice of Sale was cancelled on or about May 15, 2014.

24 24. The August 22, 2014 Foreclosure Deed, the recording of which was requested by  
25 Opportunity Homes, LLC claims the Property was sold for \$63,100 based upon the First Notice  
26 of Default, dated March 12, 2013, which was rescinded on April 3, 2013.

27 25. The August 22, 2014 Foreclosure Deed contains the false recitals that 1) default  
28 had occurred as described in the rescinded Notice of Default and Election to Sell; 2) there had

1 been no payments made after July 1, 2012; 3) that as of February 11, 2014, \$5,081.45 was due  
2 and owing and that 4) RRFS “complied with all the requirements of law”.

3 26. NRS 116.31164(3)(b) (2013) requires that “the person conducting the  
4 sale...deliver a copy of the deed to the Ombudsman within 30 days after the deed is delivered to  
5 the purchaser...”, but no foreclosure deed has ever been delivered to the Ombudsman.

6 27. NRS 116.31164 (3)(c) 1-5 requires the order in which the proceeds of the sale are  
7 to be paid out. However, no distribution was made to any claimant out of the reported \$63,100  
8 collected for the sale except for the \$2,701.04 that paid the HOA in full.

9 **FIRST CAUSE OF ACTION:**

10 **(Quiet Title/Declaratory Relief against Counterdefendants)**

11 13. Tobin repeats and realleges all previous paragraphs as if fully set forth herein.

12 14. Pursuant to NRS 30.010 and NRS 40.010, this Court has the power to declare the  
13 parties’ right and interests with respect to the Property.

14 15. Among other things, the HOA and its agents failed to provide proper notices as  
15 required by the Nevada Statutes Chapter 116 and the CC&R’s to ensure that due process  
16 requirements were satisfied, and therefore, the HOA Sale is void and should be set aside and/or  
17 rescinded.

18 16. Specifically, the HOA, acting through its agents, did not comply with the statutory  
19 notice requirements delineated in NRS 116.311635 as no second Notice of Sale was issued after  
20 the February 12, 2014 Notice of Sale was cancelled.

21 17. The only Notice of Sale that was posted and published weekly for three weeks,  
22 with certified notice provided to the owner and to the Ombudsman to monitor compliance with  
23 the statutes, was cancelled on April 15, 2014 and never replaced.

24 18. Thus, there was no second set of the three required public notices before the sale  
25 of the subject property was allegedly conducted on August 15, 2014.

26 19. Further, the initial notice was not sent to the owner’s address of record, but only  
27 to the Property, after the HOA and its agent was notified that the owner of the Property had died.

28 20. Erroneous and unauthorized fees were charged and improperly accounted for and

1 never corrected in violation of NRS 116A.640(8).

2 21. NRS 116.31164(3)(b) (2013) was violated as no copy of the foreclosure deed was  
3 ever delivered to the Ombudsman.

4 22. NRS 116.31164(3)(c) was violated because RRFS did not distribute the proceeds  
5 as required by this statute, kept \$60,000 of the sale proceeds.

6 23. The HOA Agents did not conform to the procedures for conducting the sale as  
7 defined in NRS 116.31164 (2013), including improper notice when the sale was postponed,  
8 failing to deliver the deed to the Ombudsman, and failing to distribute the proceeds of the sale as  
9 defined in the statute.

10 24. Therefore, the recitals in the foreclosure deed were false, and the sale was not  
11 conducted in a commercially reasonable manner, in good faith and in compliance with the  
12 statutes.

13 25. Moreover, the sales price at the HOA Sale is not commercially reasonable when  
14 compared to the fair market value of the Property.

15 26. As a result, actual controversies have arisen and now exist between the parties  
16 regarding title to the Property.

17 27. Tobin is entitled to a declaration of the rights and obligations of the parties and  
18 specifically seeks a judgment declaring that the HOA Sale is null and void and that title to the  
19 Property should be vested in Tobin.

20 28. Tobin is further entitled to a declaration of the rights and obligations of the parties  
21 and specifically seeks a judgment declaring that title to the Property should be vested in her as  
22 the sale was not commercially reasonable.

23 29. Tobin has been required to retain counsel to prosecute this action and is entitled to  
24 recover her reasonable attorney's fees and costs.

25 **SECOND CAUSE OF ACTION**

26 **(Unjust Enrichment against Counterdefendants)**

27 30. Tobin restates and realleges all previous paragraphs as if fully set forth herein.

28 31. Tobin has been deprived of the benefit and use of the Property by

1 Counterclaimants.

2 32. Counterclaimants have benefitted by the unlawful HOA Sale.

3 33. Counterclaims have been unjustly enriched by the HOA Sale and usage of the  
4 Property, including but not limited to the receipt of rent payments in an unknown amount.

5 34. As a direct and proximate result of the wrongful conduct of Jimijack's unjust  
6 enrichment, Tobin has suffered damages in an amount in excess of \$15,000.00.

7 35. Tobin has been required to retain counsel to prosecute this action and is entitled to  
8 recover her reasonable attorney's fees and costs.

9 **PRAYER**

10 Wherefore, Tobin prays for judgment against Counterdefendants as follows:

11 1. For a judgment declaring that the HOA Sale is null and void and that title to the  
12 Property should be vested in Tobin;

13 2. For general and special damages in an amount in excess of \$15,000;

14 3. For attorney's fees and cost of suit incurred herein; and

15 4. For any and all other relief which is just and proper.

16 Dated this \_\_\_ day of \_\_\_\_\_, 2018.

17 MUSHKIN • CICA • COPPEDGE

18  
19 \_\_\_\_\_  
20 L. JOE COPPEDGE, ESQ.  
21 Nevada Bar No. 4954  
22 4495 S. Pecos Road  
23 Las Vegas, NV 89121

24  
25 *Attorneys for Nona Tobin, as Trustee of the  
26 Gordon B. Hansen Trust*

27 **CROSSCLAIM**

28 Defendant-in-Intervention/Counterclaimant/Cross-Claimant/Third-Party Plaintiff Nona  
Tobin, as Trustee of the Gordon B. Hansen Trust ("Counterclaimant" or "Tobin"), by and through  
her attorneys Mushkin Cica Coppedge, submits her amended Crossclaim against Nationstar

1 Mortgage, LLC and Sun City Anthem Community Association as follows:

2 **INTRODUCTION**

3 1. This action is for quiet title, declaratory relief and unjust enrichment involving a  
4 deficient HOA lien foreclosure sale. The HOA sale is void or voidable due to the failure to comply  
5 with the statutory requirements of a valid sale and the denial of due process guaranteed to Tobin.

6 **JURISDICTION, VENUE**

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

10 3. This action is within the jurisdictional limits of this Court and venue is appropriate  
11 because the Property is located within the jurisdiction of this Court.

12 4. Tobin is authorized to bring this action in the State of Nevada pursuant to NRS  
13 40.010 against parties who claim an adverse interest in the Property.

14 5. This Court has authority to make declaratory judgments pursuant to NRS 30.010.

15 **PARTIES**

16 6. Upon Information and belief, Joel A. Stokes and Sandra F. Stokes, as Trustees for  
17 the Jimijack Irrevocable Trust (“Plaintiff” or “Jimijack”). Jimijack is an unknown entity,  
18 operating in Nevada as an unlicensed business to acquire title to HOA-foreclosed properties.  
19 Jimijack currently holds title to the Property.

20 7. Nona Tobin is the Trustee of the Gordon B. Hansen Trust dated August 22, 2008,  
21 (“Tobin”), which previously held title to the Property.

22 8. Nationstar Mortgage, LLC (“Nationstar”) is an entity of unknown origin that is  
23 purportedly the assigned beneficiary under the Deed of Trust signed by Gordon B. Hansen.  
24 Nationstar may claim some interest in the Property.

25 9. Sun City Anthem Community Association (“Sun City” or the “HOA”) is a Nevada  
26 non-profit corporation licensed to do business in the State of Nevada. Sun City may claim some  
27 interest in the Property.

28 10. Red Rock Financial Services, LLC (“RRFS” or the “HOA’s Agent”) is a Nevada

1 limited liability company, and at all relevant times was doing business in Nevada as the HOA's  
2 agent.

3 11. Upon information and belief, Doe Defendants 1 through 10 are individuals  
4 unknown to Tobin who, therefore, sue said Defendants by fictitious names who may claim some  
5 interest in the Property. Tobin will seek leave of Court to amend this Complaint to reflect the true  
6 names and identities of the Doe Defendants when known.

7 12. Upon information and belief, Roe Defendants 11 through 20 are entities unknown  
8 to Tobin who therefore, sues said Defendants by fictitious names who may claim some interest  
9 in the Property. Plaintiff will amend this Complaint to reflect the true names and identities of the  
10 Roe Defendants when known.

### 11 STATEMENT OF FACTS

12 13. On or about July 31, 2003, Gordon B. Hansen, together with his then wife Marilyn,  
13 purchased the property located at 2763 White Sage Drive, Henderson, Nevada 89052, APN 191-  
14 13-811-052 (the "Property").

15 14. Gordon and Marilyn divorced, and on or about June 10, 2004, Marilyn Hansen  
16 quit claimed the Property to Gordon Hansen as a part of the divorce settlement.

17 15. On or August 22, 2008, the Gordon B. Hansen Trust (the "Trust") was formed,  
18 and Nona Tobin was identified as a successor trustee.

19 16. On August 27, 2008, title to the property was transferred to the Gordon B. Hansen  
20 Trust.

21 17. Gordon B. Hansen died on January 14, 2012, and Nona Tobin became the sole  
22 trustee of the Trust.

23 18. On August 17, 2012, Tobin delivered two (2) checks, check no. 142 and check no.  
24 143, to the Sun City Anthem Community Association (the "HOA") at 2459 Hampton Road,  
25 Henderson NV 89052, each in the amount of \$300.00.

26 19. Check no. 142 was payment for the HOA quarterly dues for Tobin's personal  
27 residence located at 2664 Olivia Heights Avenue, Henderson, Nevada 89052 for the quarter  
28 commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in the amount

1 of \$25.00. Check No. 142 cleared the bank on August 23, 2012.

2 20. Check no. 143 was payment for the HOA quarterly dues for the Property for the  
3 period commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in the  
4 amount of \$25.00. Although delivered on August 17, 2012, check no. 143 did not clear the bank  
5 until October 23, 2012.

6 21. Check No. 143 in the amount of \$300.00 was incorrectly credited by the HOA's  
7 debt collector, Red Rock Financial Services ("RRFS") to the account for the Property on or about  
8 October 18, 2012 as shown by the RRFS ledger sent on November 5, 2012 to the Property (but  
9 not the owner's address of record).

10 22. The Resident Transaction Report shows that the \$300 from check no. 143 was  
11 credited as "Collection Payment Part(ial)" rather than as \$275 plus \$25 late fee for the July 2012  
12 quarter, which would have brought the account current with a zero balance instead of the \$495.15  
13 RRFS claimed was still owing. NAC116A.345(7) prohibits an HOA agent from applying  
14 assessment payments first to fees.

15 23. On or about September 13, 2012, the RRFS ledger shows charges of \$150.00 for  
16 "Management Company Collection Cost", and \$125.00 plus mailing fees for an "Intent to Lien  
17 Letter" on the Property's account with the HOA, unauthorized as the account was referred to  
18 collection before there was a default. The error of adding and compounding collection fees which  
19 were not owing was never corrected by the HOA.

20 24. On or about December 14, 2012, the HOA caused a Notice of Delinquent  
21 Assessments (the "Lien") to be recorded against the Property which claimed the amount of  
22 \$925.76 was delinquent and owed as of December 5, 2012 when at that time, only \$275.00 was  
23 due and owing for the period commencing October 1, 2012. The Lien included erroneous charges  
24 and did not credit assessments paid when the amount was below the minimum past due amount  
25 when collection can begin.

26 25. As of December 14, 2012, the maximum amount of the delinquency for the  
27 Property's HOA account was \$300.00, consisting of then-current quarterly dues in the amount of  
28 \$275.00, together with late fees in the amount of \$25.00.

1           26.     On or about March 12, 2013, a Notice of Default and Election to Sale (the “First  
2 Notice of Default”) was issued and served by RRFs.

3           27.     The First Notice of Default was rescinded on or about April 3, 2013.

4           28.     On or about April 8, 2013, a second Notice of Default and Election to Sale (the  
5 “Second Notice of Default”) was issued and served by RRFs. This notice incorrectly states that  
6 no payments of any kind have been made since July 1, 2012, contradicting RRFs’ own October  
7 18, 2012 ledger entry which credits Check No. 143 in the amount of \$300.00, albeit to fees instead  
8 of first to assessments.

9           29.     On or about April 30, 2013, RRFs responded to a payoff demand from “Miles  
10 Bauer”, agents for Bank of America (BANA), and claimed that \$2,876.95 was due and payable  
11 as of April 30, 2013.

12          30.     On or about February 12, 2014, a Notice of Foreclosure Sale (“Notice of Sale”) was issued and served by RRFs, which claimed \$5,081.45 was due and owing, and scheduled the sale for March 7, 2014.

15          31.     On March 28, 2014, RRFs sent an Accounting ledger to Chicago Title in response  
16 to a payoff demand related to a contingent sale to Red Rock Region Investments LLC in which  
17 the amount before fees claimed as due and owing on February 11, 2014 was \$4,240.10, and that  
18 the amount due on March 28, 2014 was \$4,687.64. Note that the Notice of Sale claims that  
19 \$5,081.45 was due as of 2/11/14 but no ledger went to the owner with the Notice of Sale recorded  
20 on 2/12/14.

21          32.     On or about February 20, 2014, Tobin signed a listing agreement with Craig Leidy  
22 and gave him authority to handle all notices and contact with the HOA’s agents, RRFs, and  
23 Nationstar Mortgage, the new loan servicer as of December 1, 2013.

24          33.     The Notice of Sale incorrectly referenced the First Notice of Default, which had  
25 been cancelled.

26          34.     The Notice of Sale was sent to the Ombudsman on February 13, 2014 as required  
27 by NRS 116.311635(2)(b)(3). However, on May 15, 2014, RRFs notified the Ombudsman that  
28 the Notice of Sale was cancelled, the Trustee sale was cancelled, and the Owner was retained.



1 the statutes, was cancelled on April 15, 2014 and never replaced.

2 45. Thus, there was no second set of the three required public notices before the sale  
3 of the subject property was allegedly conducted on August 15, 2014.

4 46. Further, the initial notice was not sent to the owner's address of record, but only  
5 to the Property, after the HOA and its agent was notified that the owner of the Property had died.

6 47. Erroneous and unauthorized fees were charged and improperly accounted for and  
7 never corrected in violation of NRS 116A.640(8).

8 48. NRS 116.31164(3)(b) (2013) was violated as no copy of the foreclosure deed was  
9 never delivered to the Ombudsman.

10 49. NRS 116.31164(3)(c) was violated because RRFS did not distribute the proceeds  
11 as required by this statute, kept \$60,000 of the sale proceeds,

12 50. The HOA Agents did not conform to the procedures for conducting the sale as  
13 defined in NRS 116.31164 (2013), including improper notice when the sale was postponed,  
14 failing to deliver the deed to the Ombudsman, and failing to distribute the proceeds of the sale as  
15 defined in the statute.

16 51. The recitals in the foreclosure deed were false, and the sale was not conducted in  
17 a commercially reasonable manner, in good faith and in compliance with the statutes.

18 52. The sales price at the HOA Sale is not commercially reasonable when compared  
19 to the fair market value of the Property.

20 53. As a result, actual controversies have arisen and now exist between the parties  
21 regarding title to the Property.

22 54. Pursuant to NRS 30.010 and NRS 40.010, this Court has the power to declare the  
23 parties' right and interests with respect to the Property.

24 55. Cross-claimants may claim some right, title or interest in the Property.

25 56. Cross-claimants claims with respect to the Property, if any, are inferior to those of  
26 Tobin.

27 57. Tobin is entitled to a declaration of the rights and obligations of the parties and  
28 specifically seeks a judgment declaring that the HOA Sale is null and void and that title to the

1 Property should be vested in Tobin, and that her interest and rights in the Property are superior to  
2 all other parties.

3 58. Tobin is further entitled to a declaration of the rights and obligations of the parties  
4 and specifically seeks a judgment declaring that title to the Property should be vested in her as  
5 the sale was not commercially reasonable.

6 59. Tobin has been required to retain counsel to prosecute this action and is entitled to  
7 recover her reasonable attorney's fees and costs.

8 **PRAYER**

9 Wherefore, Tobin prays for judgment against Cross-defendants as follows:

10 1. For a judgment declaring that the HOA Sale is null and void and that title to the  
11 Property should be vested in Tobin;

12 2. For a judgment declaring Tobin's interest and rights in the Property are superior  
13 to all other parties.

14 3. For attorney's fees and cost of suit incurred herein; and

15 4. For any and all other relief which is just and proper.

16 Dated this \_\_\_ day of \_\_\_\_\_, 2018.

17 MUSHKIN • CICA • COPPEDGE

18  
19 \_\_\_\_\_  
20 L. JOE COPPEDGE, ESQ.  
21 Nevada Bar No. 4954  
22 4495 S. Pecos Road  
23 Las Vegas, NV 89121

24 *Attorneys for Nona Tobin, as Trustee of the  
25 Gordon B. Hansen Trust*

26 **THIRD-PARTY COMPLAINT**

27 Defendant-in-Intervention/Counterclaimant/Cross-Claimant/Third-Party Plaintiff Nona  
28 Tobin, as Trustee of the Gordon B. Hansen Trust ("Counterclaimant" or "Tobin"), by and through  
her attorneys Mushkin Cica Coppedge, submits her amended Third-Party Complaint against Red

1 Rock Financial Service, LLC as follows:

2 **INTRODUCTION**

3 1. This action is for quiet title, declaratory relief and unjust enrichment involving a  
4 deficient HOA lien foreclosure sale. The HOA sale is void or voidable due to the failure to comply  
5 with the statutory requirements of a valid sale and the denial of due process guaranteed to Tobin.

6 **JURISDICTION, VENUE**

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

10 3. This action is within the jurisdictional limits of this Court and venue is appropriate  
11 because the Property is located within the jurisdiction of this Court.

12 4. Tobin is authorized to bring this action in the State of Nevada pursuant to NRS  
13 40.010 against parties who claim an adverse interest in the Property.

14 5. This Court has authority to make declaratory judgments pursuant to NRS 30.010.

15 **PARTIES**

16 6. Upon Information and belief, Joel A. Stokes and Sandra F. Stokes, as Trustees for  
17 the Jimijack Irrevocable Trust (“Plaintiff” or Jimijack”). Jimijack is an unknown entity, operating  
18 in Nevada as an unlicensed business to acquire title to HOA-foreclosed properties. Jimijack  
19 currently holds title to the Property.

20 7. Nona Tobin is the Trustee of the Gordon B. Hansen Trust dated August 22, 2008,  
21 (“Tobin”), which previously held title to the Property.

22 8. Nationstar Mortgage, LLC (“Nationstar”) is an entity of unknown origin that is  
23 purportedly the assigned beneficiary under the Deed of Trust signed by Gordon B. Hansen.  
24 Nationstar may claim some interest in the Property.

25 9. Sun City Anthem Community Association (“Sun City” or the “HOA”) is a Nevada  
26 non-profit corporation licensed to do business in the State of Nevada. Sun City may claim some  
27 interest in the Property.

28 10. Red Rock Financial Services, LLC (“RRFS” or the “HOA’s Agent”) is a Nevada

1 limited liability company, and at all relevant times was doing business in Nevada as the HOA's  
2 agent.

3 11. Upon information and belief, Doe Defendants 1 through 10 are individuals  
4 unknown to Tobin who, therefore, sue said Defendants by fictitious names who may claim some  
5 interest in the Property. Tobin will seek leave of Court to amend this Complaint to reflect the true  
6 names and identities of the Doe Defendants when known.

7 12. Upon information and belief, Roe Defendants 11 through 20 are entities unknown  
8 to Tobin who therefore, sues said Defendants by fictitious names who may claim some interest  
9 in the Property. Plaintiff will amend this Complaint to reflect the true names and identities of the  
10 Roe Defendants when known.

### 11 STATEMENT OF FACTS

12 13. On or about July 31, 2003, Gordon B. Hansen, together with his then wife Marilyn,  
13 purchased the property located at 2763 White Sage Drive, Henderson, Nevada 89052, APN 191-  
14 13-811-052 (the "Property").

15 14. Gordon and Marilyn divorced, and on or about June 10, 2004, Marilyn Hansen  
16 quit claimed the Property to Gordon Hansen as a part of the divorce settlement.

17 15. On or August 22, 2008, the Gordon B. Hansen Trust (the "Trust") was formed,  
18 and Nona Tobin was identified as a successor trustee.

19 16. On August 27, 2008, title to the property was transferred to the Gordon B. Hansen  
20 Trust.

21 17. Gordon B. Hansen died on January 14, 2012, and Nona Tobin became the sole  
22 trustee of the Trust.

23 18. On August 17, 2012, Tobin delivered two (2) checks, check no. 142 and check no.  
24 143, to the Sun City Anthem Community Association (the "HOA") at 2459 Hampton Road,  
25 Henderson NV 89052, each in the amount of \$300.00.

26 19. Check no. 142 was payment for the HOA quarterly dues for Tobin's personal  
27 residence located at 2664 Olivia Heights Avenue, Henderson, Nevada 89052 for the quarter  
28 commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in the amount

1 of \$25.00. Check No. 142 cleared the bank on August 23, 2012.

2 20. Check no. 143 was payment for the HOA quarterly dues for the Property for the  
3 period commencing July 1, 2012 in the principal amount of \$275.00, together with late fees in the  
4 amount of \$25.00. Although delivered on August 17, 2012, check no. 143 did not clear the bank  
5 until October 23, 2012.

6 21. Check No. 143 in the amount of \$300.00 was incorrectly credited by the HOA's  
7 debt collector, Red Rock Financial Services ("RRFS") to the account for the Property on or about  
8 October 18, 2012 as shown by the RRFS ledger sent on November 5, 2012 to the Property (but  
9 not the owner's address of record).

10 22. The Resident Transaction Report shows that the \$300 from check no. 143 was  
11 credited as "Collection Payment Part(ial)" rather than as \$275 plus \$25 late fee for the July 2012  
12 quarter, which would have brought the account current with a zero balance instead of the \$495.15  
13 RRFS claimed was still owing. NAC116A.345(7) prohibits an HOA agent from applying  
14 assessment payments first to fees.

15 23. On or about September 13, 2012, the RRFS ledger shows charges of \$150.00 for  
16 "Management Company Collection Cost", and \$125.00 + mailing fees for an "Intent to Lien  
17 Letter" on the Property's account with the HOA, unauthorized as the account was referred to  
18 collection before there was a default. The error of adding and compounding collection fees which  
19 were not owing was never corrected by the HOA.

20 24. On or about December 14, 2012, the HOA caused a Notice of Delinquent  
21 Assessments (the "Lien") to be recorded against the Property which claimed the amount of  
22 \$925.76 was delinquent and owed as of December 5, 2012 when at that time, only \$275.00 was  
23 due and owing for the period commencing October 1, 2012. The Lien included erroneous charges  
24 and did not credit assessments paid when the amount was below the minimum past due amount  
25 when collection can begin.

26 25. As of December 14, 2012, the maximum amount of the delinquency for the  
27 Property's HOA account was \$300.00, consisting of then-current quarterly dues in the amount of  
28 \$275.00, together with late fees in the amount of \$25.00.

1           26.     On or about March 12, 2013, a Notice of Default and Election to Sale (the “First  
2 Notice of Default”) was issued and served by RRFS.

3           27.     The First Notice of Default was rescinded on or about April 3, 2013.

4           28.     On or about April 8, 2013, a second Notice of Default and Election to Sale (the  
5 “Second Notice of Default”) was issued and served by RRFS. This notice incorrectly states that  
6 no payments of any kind have been made since July 1, 2012, contradicting RRFS’ own October  
7 18, 2012 ledger entry which credits Check No. 143 in the amount of \$300.00, albeit to fees instead  
8 of first to assessments.

9           29.     On or about April 30, 2013, RRFS responded to a payoff demand from “Miles  
10 Bauer”, agents for Bank of America (BANA), and claimed that \$2,876.95 was due and payable  
11 as of April 30, 2013.

12          30.     On or about February 12, 2014, a Notice of Foreclosure Sale (“Notice of Sale”) was issued and served by RRFS, which claimed \$5,081.45 was due and owing, and scheduled the sale for March 7, 2014.

15          31.     On March 28, 2014, RRFS sent an Accounting ledger to Chicago Title in response  
16 to a payoff demand related to a contingent sale to Red Rock Region Investments LLC in which  
17 the amount before fees claimed as due and owing on February 11, 2014 was \$4,240.10, and that  
18 the amount due on March 28, 2014 was \$4,687.64. Note that the Notice of Sale claims that  
19 \$5,081.45 was due as of 2/11/14 but no ledger went to the owner with the Notice of Sale recorded  
20 on 2/12/14.

21          32.     On or about February 20, 2014, Tobin signed a listing agreement with Craig Leidy  
22 and gave him authority to handle all notices and contact with the HOA’s agents, RRFS, and  
23 Nationstar Mortgage, the new loan servicer as of December 1, 2013.

24          33.     The Notice of Sale incorrectly referenced the First Notice of Default, which had  
25 been cancelled.

26          34.     The Notice of Sale was sent to the Ombudsman on February 13, 2014 as required  
27 by NRS 116.311635(2)(b)(3). However, on May 15, 2014, RRFS notified the Ombudsman that  
28 the Notice of Sale was cancelled, the Trustee sale was cancelled, and the Owner was retained.



1 **SECOND CAUSE OF ACTION**

2 **(Unjust Enrichment)**

3 46. Tobin restates and realleges all previous paragraphs as if fully set forth herein.

4 47. Upon information and belief, RRFS has failed and refused to distribute all  
5 proceeds from the foreclosure sale as required by law, and has unjustly retained such proceeds  
6 for its own benefit.

7 48. Tobin is entitled to any excess of the sales proceeds.

8 49. However, RRFS has failed and refused to remit any of the sales proceeds to Tobin.

9 50. As a result, RRFS has been unjustly enriched.

10 51. As a direct and proximate result of RRFS's wrongful conduct, Tobin has suffered  
11 damages in an amount in excess of \$15,000.00.

12 52. Tobin has been required to retain counsel to prosecute this action and is entitled to  
13 recover her reasonable attorney's fees and costs.

14 **PRAYER**

15 Wherefore, Tobin prays for judgment against RRFS as follows:

- 16 1. For general and special damages in an amount in excess of \$15,000;  
17 2. For attorney's fees and cost of suit incurred herein; and  
18 3. For any and all other relief which is just and proper.

19 Dated this \_\_\_ day of \_\_\_\_\_, 2018.

20 MUSHKIN • CICA • COPPEDGE

21  
22 \_\_\_\_\_  
23 L. JOE COPPEDGE, ESQ.  
24 Nevada Bar No. 4954  
4495 S. Pecos Road  
Las Vegas, NV 89121

25 *Attorneys for Nona Tobin, as Trustee of the*  
26 *Gordon B. Hansen Trust*

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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **Nona Tobin’s Amended Answer, Counterclaim, Cross-Claim and Third-Party Complaint** was submitted electronically for filing and/or service with the Eighth Judicial District Court on this \_\_\_\_ day of \_\_\_\_\_, 2018. Electronic service of the foregoing document shall be upon all parties listed on the Odyssey eFileNV service contact list.

\_\_\_\_\_  
An employee of  
MUSHKIN • CICA • COPPEDGE

# **EXHIBIT B**

# **EXHIBIT B**

# REGISTER OF ACTIONS

## CASE NO. A-15-720032-C

Joel Stokes, Plaintiff(s) vs. Bank of America NA, Defendant(s)

§  
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§

Case Type: **Other Title to Property**  
Date Filed: **06/16/2015**  
Location: **Department 31**  
Cross-Reference Case Number: **A720032**  
Supreme Court No.: **79295**

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### RELATED CASE INFORMATION

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#### Related Cases

A-16-730078-C (Companion Case)

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### PARTY INFORMATION

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<b>Counter Claimant</b>	<b>Gordon B. Hansen Trust Dated 8/22/08</b>	<b>Lead Attorneys</b>
<b>Counter Claimant</b>	<b>Nationstar Mortgage, LLC</b>	<b>Melanie D. Morgan</b> <i>Retained</i> 702-634-5000(W)
<b>Counter Claimant</b>	<b>Tobin, Nona</b>	<b>Pro Se</b>
<b>Counter Defendant</b>	<b>Stokes, Joel A</b>	<b>Joseph Y. Hong</b> <i>Retained</i> 702-870-1777(W)
<b>Counter Defendant</b>	<b>Stokes, Sandra F</b>	<b>Joseph Y. Hong</b> <i>Retained</i> 702-870-1777(W)
<b>Cross Claimant</b>	<b>Gordon B. Hansen Trust Dated 8/22/08</b>	
<b>Cross Claimant</b>	<b>Tobin, Nona</b>	<b>Pro Se</b>
<b>Cross Defendant</b>	<b>Lee, Yuen K.</b>	
<b>Cross Defendant</b>	<b>Sun City Anthem Community Association Inc</b>	<b>David A. Clark</b> <i>Retained</i> 7023822200(W)
<b>Defendant</b>	<b>Bank of America NA</b>	<b>Dana J. Nitz</b> <i>Retained</i> 702-475-7964(W)
<b>Defendant</b>	<b>Sun City Anthem Community Association Inc</b>	<b>David A. Clark</b> <i>Retained</i> 7023822200(W)

**Plaintiff JimiJack Irrevocable Trust****Joseph Y. Hong**  
Retained  
702-870-1777(W)

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**EVENTS & ORDERS OF THE COURT**

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01/10/2019 **Motion to Amend Answer** (9:00 AM) (Judicial Officer Kishner, Joanna S.)  
*Defendant In Intervention/Counterclaimant/Cross-Claimant's, Nona Tobin, as Trustee of the Gordon B. Hansen Trust, Motion to Amend Answer, Counterclaim and Crossclaims*

**Minutes**

01/10/2019 9:00 AM

- Ms. Coppedge stated the motion was unopposed. The Court raised its concern regarding the age of the case and EDCR 1.90. Ms. Coppedge stated they were not seeking to add any new claims and it does not affect the current trial date. Colloquy regarding claims remaining. Ms. Coppedge indicated that the quiet title on the HOA sale remains, there are parties that have been dismissed and others that have disclaimed an interest. Mr. Anderson indicated the parties would confer to clean up the caption. Accordingly, COURT ORDERED Motion GRANTED based on the representation that it does not add additional parties or cross-claims and it will not affect the trial date. The Court further stated it would revisit the proper case caption at the upcoming Status Check, if necessary.

[Parties Present](#)[Return to Register of Actions](#)

# EXHIBIT C

# EXHIBIT C

## REGISTER OF ACTIONS

### CASE NO. A-15-720032-C

Joel Stokes, Plaintiff(s) vs. Bank of America NA, Defendant(s)

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Case Type: **Other Title to Property**  
 Date Filed: **06/16/2015**  
 Location: **Department 31**  
 Cross-Reference Case Number: **A720032**  
 Supreme Court No.: **79295**

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#### RELATED CASE INFORMATION

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**Related Cases**

A-16-730078-C (Companion Case)

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#### PARTY INFORMATION

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		<b>Lead Attorneys</b>
<b>Counter Claimant</b>	<b>Gordon B. Hansen Trust Dated 8/22/08</b>	
<b>Counter Claimant</b>	<b>Nationstar Mortgage, LLC</b>	<b>Melanie D. Morgan</b> <i>Retained</i> 702-634-5000(W)
<b>Counter Claimant</b>	<b>Tobin, Nona</b>	<b>Pro Se</b>
<b>Counter Defendant</b>	<b>Stokes, Joel A</b>	<b>Joseph Y. Hong</b> <i>Retained</i> 702-870-1777(W)
<b>Counter Defendant</b>	<b>Stokes, Sandra F</b>	<b>Joseph Y. Hong</b> <i>Retained</i> 702-870-1777(W)
<b>Cross Claimant</b>	<b>Gordon B. Hansen Trust Dated 8/22/08</b>	
<b>Cross Claimant</b>	<b>Tobin, Nona</b>	<b>Pro Se</b>
<b>Cross Defendant</b>	<b>Lee, Yuen K.</b>	
<b>Cross Defendant</b>	<b>Sun City Anthem Community Association Inc</b>	<b>David A. Clark</b> <i>Retained</i> 7023822200(W)
<b>Defendant</b>	<b>Bank of America NA</b>	<b>Dana J. Nitz</b> <i>Retained</i> 702-475-7964(W)
<b>Defendant</b>	<b>Sun City Anthem Community Association Inc</b>	<b>David A. Clark</b> <i>Retained</i> 7023822200(W)
<b>Plaintiff</b>	<b>JimiJack Irrevocable Trust</b>	<b>Joseph Y. Hong</b> <b>AA3765</b>

## EVENTS &amp; ORDERS OF THE COURT

## DISPOSITIONS

- 10/16/2015 **Default Judgment** (Judicial Officer: Kishner, Joanna S.)  
Debtors: Bank of America NA (Defendant)  
Creditors: JimiJack Irrevocable Trust (Plaintiff)  
Judgment: 10/16/2015, Docketed: 10/23/2015
- 08/09/2017 **Summary Judgment** (Judicial Officer: Kishner, Joanna S.)  
Debtors: Nona Tobin (Cross Claimant)  
Creditors: Oppurtunity Homes LLC (Cross Defendant)  
Judgment: 08/09/2017, Docketed: 08/09/2017
- 08/09/2017 **Order of Dismissal** (Judicial Officer: Kishner, Joanna S.)  
Debtors: Nona Tobin (Cross Claimant)  
Creditors: Oppurtunity Homes LLC (Cross Defendant)  
Judgment: 08/09/2017, Docketed: 08/09/2017
- 09/19/2017 **Order of Dismissal Without Prejudice** (Judicial Officer: Kishner, Joanna S.)  
Debtors: Nona Tobin (Cross Claimant)  
Creditors: Sun City Anthem Community Association Inc (Cross Defendant)  
Judgment: 09/19/2017, Docketed: 09/20/2017  
Comment: Certain Claims
- 02/20/2019 **Order of Dismissal Without Prejudice** (Judicial Officer: Kishner, Joanna S.)  
Debtors: F. Bondurant LLC (Counter Defendant), Oppurtunity Homes LLC (Counter Defendant)  
Creditors: Nationstar Mortgage, LLC (Counter Claimant)  
Judgment: 02/20/2019, Docketed: 02/20/2019
- 04/17/2019 **Summary Judgment** (Judicial Officer: Kishner, Joanna S.)  
Debtors: Nona Tobin (Cross Claimant)  
Creditors: Sun City Anthem Community Association Inc (Cross Defendant)  
Judgment: 04/17/2019, Docketed: 04/17/2019
- 05/31/2019 **Order of Dismissal With Prejudice** (Judicial Officer: Kishner, Joanna S.)  
Debtors: JimiJack Irrevocable Trust (Counter Defendant)  
Creditors: Nationstar Mortgage, LLC (Counter Claimant)  
Judgment: 05/31/2019, Docketed: 06/03/2019
- 06/24/2019 **Judgment** (Judicial Officer: Kishner, Joanna S.)  
Debtors: Nona Tobin (Counter Claimant, Cross Claimant), Gordon B. Hansen Trust Dated 8/22/08 (Counter Claimant, Cross Claimant)  
Creditors: JimiJack Irrevocable Trust (Counter Defendant), Yuen K. Lee (Cross Defendant)  
Judgment: 06/24/2019, Docketed: 06/25/2019

## OTHER EVENTS AND HEARINGS

- 06/16/2015 **Complaint**  
*Complaint*
- 08/12/2015 **Summons**  
*Summons*
- 08/19/2015 **Default**  
*Default*
- 08/20/2015 **Three Day Notice of Intent to Default**  
*Notice Of Intent To Take Default Judgment*
- 08/25/2015 **Memorandum of Costs and Disbursements**  
*Memorandum Of Costs And Disbursements*
- 08/25/2015 **Application for Default Judgment**  
*Application For Entry Of Default Judgment*
- 09/08/2015 **Notice of Hearing**  
*Notice of Hearing*
- 10/05/2015 **Notice of Change of Hearing**  
*Notice of Change of Hearing*
- 10/13/2015 **Motion for Prove Up** (10:00 AM) (Judicial Officer Kishner, Joanna S.)  
*Plaintiff's Motion for Hearing on Entry of Default Judgment*  
[Parties Present](#)  
[Minutes](#)  
10/13/2015 Reset by Court to 10/13/2015  
Result: Granted
- 10/16/2015 **Default Judgment**  
*Judgment By Default Against Defendant, Bank Of America, N.A.*
- 04/12/2016 **Motion for Substitution**  
*Motion to Substitute Party, Intervene and Set Aside Default Judgment*
- 04/12/2016 **Initial Appearance Fee Disclosure**  
*Initial Appearance Fee Disclosure*
- 04/12/2016 **Declaration**  
*Declaration of Edgar C. Smith in Support of Motion to Substitute Party, Intervene and Set Aside Default Judgment*
- 04/26/2016 **Opposition to Motion**  
*Plaintiff, Jimijack Irrevocable Trust's, Opposition To Proposed Intervenor, Nationstar Mortgage, LLC's, Motion To Substitute Party, Intervene And Set Aside Default Judgment*
- 05/10/2016 **Reply in Support**

- Reply in Support of Motion to Substitute Party, Intervene and Set Aside Default Judgment
- 05/17/2016 **Motion for Substitution** (9:00 AM) (Judicial Officer Kishner, Joanna S.)  
Other Nationstar Mortgage LL's Motion to Substitute party, Intervene and set aside Default Judgment  
[Parties Present](#)  
[Minutes](#)  
Result: Granted
- 06/02/2016 **Answer and Counterclaim**  
Defendant in Intervention Nationstar Mortgage, LLC's Answer to Plaintiffs' Complaint and Counterclaim
- 06/03/2016 **Notice of Lis Pendens**  
Notice of Lis Pendens
- 06/07/2016 **Order**  
Order Granting in Part Nationstar Mortgage, LLC's Motion to Substitute Party, Intervene and Set Aside Default Judgment
- 06/08/2016 **Notice of Entry of Order**  
Notice of Entry of Order
- 06/09/2016 **Motion to Dismiss**  
Plaintiff, Jimijack Irrevocable Trust's, Through Its Trustees, Motion To Dismiss Defendant In Intervention Nationstar Mortgage, LLC.'s Answer And Counterclaim
- 06/16/2016 **Ex Parte Application**  
Plaintiff's Ex Parte Application For Order Shortening Time
- 06/17/2016 **Order Shortening Time**  
Order Shortening Time
- 06/17/2016 **Opposition to Motion to Dismiss**  
Nationstar's Opposition to Motion to Dismiss
- 06/21/2016 **Reply to Opposition**  
Plaintiff, Jimijack Irrevocable Trust's Reply to Nationstar's Opposition to Motion to Dismiss
- 06/23/2016 **Motion to Dismiss** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
Plaintiff, Jimijack Irrevocable Trust's, Through Its Trustees, Motion To Dismiss Defendant In Intervention Nationstar  
[Parties Present](#)  
[Minutes](#)  
07/14/2016 Reset by Court to 06/23/2016  
Result: Denied Without Prejudice
- 06/27/2016 **Affidavit of Service**  
Affidavit of Service
- 06/28/2016 **Notice of Early Case Conference**  
Notice of N.R.C.P. 16.1 Early Case Conference
- 06/30/2016 **Motion to Consolidate**  
Jimijack Irrevocable Trust's Motion To Consolidate Case No. A-16-730078-C And Case No. A-15-720032-C
- 07/06/2016 **Motion for Summary Judgment**  
Plaintiff, Jimijack Irrevocable Trust's, Through Its Trustees, Motion For Summary Judgment On Order Shortening Time
- 07/14/2016 **Status Check** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
RE: Possible consolidation with A730078 (DC 23 case)  
[Parties Present](#)  
[Minutes](#)  
07/14/2016 Reset by Court to 07/14/2016  
Result: Matter Heard
- 07/19/2016 **Non Opposition**  
Nationstar Mortgage, LLC's Non-Opposition to JimiJack Irrevocable Trust's Motion to Consolidate
- 07/20/2016 **Opposition to Motion For Summary Judgment**  
Nationstar's Opposition to Motion for Summary Judgment
- 07/21/2016 **Order**  
Order Denying JimiJack Irrevocable Trust's Motion to Dismiss
- 07/25/2016 **Reply to Opposition**  
Plaintiff, Jimijack Irrevocable Trust's, Through Its Trustees, Reply To Nationstar Mortgage, LLC's Opposition To Motion For Summary Judgment On Order Shortening Time
- 07/26/2016 **Order**  
Order
- 07/29/2016 **Notice of Entry of Order**  
Notice Of Entry Of Order
- 08/04/2016 **Motion to Consolidate** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
Jimijack Irrevocable Trust's Motion To Consolidate Case No. A-16-730078-C And Case No. A-15-720032-C  
[Parties Present](#)  
08/05/2016 Reset by Court to 08/04/2016  
Result: Granted
- 08/04/2016 **Motion for Summary Judgment** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
Plaintiff, Jimijack Irrevocable Trust's, Through Its Trustees, Motion For Summary Judgment On Order Shortening Time  
[Parties Present](#)  
08/16/2016 Reset by Court to 08/04/2016  
Result: Denied Without Prejudice
- 08/04/2016 **All Pending Motions** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
[Parties Present](#)  
[Minutes](#)  
Result: Matter Heard
- 08/10/2016 **Notice of Department Reassignment**  
Notice of Department Reassignment
- 08/11/2016 **Notice of Entry of Order**  
Notice of Entry of Order Denying Jimijack Irrevocable Trust's Motion to Dismiss
- 08/26/2016 **Order Granting Motion**

- Order Granting Motion to Consolidate and Denying Motion for Summary Judgment
- 08/30/2016 **Opposition to Motion**  
*Plaintiff, Jimijack Irrevocable Trust's, Opposition To Nona Tobin And Steve Hansen's Motion To Intervene*
- 09/09/2016 **Reply to Opposition**  
*Reply to Plaintiff, JimiJack Irrevocable Trust's Opposition to Nona Tobin and Steve Hansen's Motion to Intervene*
- 09/16/2016 **Notice of Change of Hearing**  
*Notice of Change of Hearing*
- 09/23/2016 **Affidavit in Support**  
*Affidavit of Nona Tobin in Support of Nona Tobin and Steve Hansen's Motion to Intervene*
- 09/29/2016 **Motion to Intervene** (9:00 AM) (Judicial Officer Kishner, Joanna S.)  
*Third Parties Nona Tobin and Steve Hansen's Motion to Intervene*  
[Parties Present](#)  
[Minutes](#)  
*09/16/2016 Reset by Court to 09/29/2016*
- Result: Denied Without Prejudice
- 11/15/2016 **Motion to Intervene**  
*Motion to Intervene Into Consolidated Quiet Title Cases A-15-720032-C and Former Case A-16-730078*
- 12/05/2016 **Opposition to Motion**  
*Plaintiff, Jimijack Irrevocable Trust's, Opposition To Motion To Intervene*
- 12/12/2016 **Reply to Opposition**  
*Reply to Plaintiff, Jimijack Irrevocable Trust's Opposition to Motion to Intervene*
- 12/20/2016 **Motion to Intervene** (9:00 AM) (Judicial Officer Kishner, Joanna S.)  
*Nona Tobin's Motion to Intervene Into Consolidated Quiet Title Cases A-15-720032-C and Former Case A-16-730078*  
[Parties Present](#)  
[Minutes](#)
- Result: Granted
- 01/11/2017 **Order**  
*Order Granting Applicant Nona Tobin's Motion to Intervene*
- 01/12/2017 **Notice of Entry of Order**  
*Notice of Entry of Order Granting Applicant Nona Tobin's Motion to Intervene*
- 01/31/2017 **Crossclaim**  
*Nona Tobin's Crossclaim for Quiet Title Against Sun City Anthem Community Association, Inc. (HOA)*
- 02/01/2017 **Answer and Counterclaim**  
*Nona Tobin's Answer to Plaintiff's Complaint and Counterclaim*
- 02/01/2017 **Initial Appearance Fee Disclosure**  
*Initial Appearance Fee Disclosure*
- 02/01/2017 **Crossclaim**  
*Nona Tobin's Crossclaim Against Thomas Lucas D/B/A Opportunity Homes, LLC*
- 02/01/2017 **Crossclaim**  
*Nona Tobin's Crossclaim Against Yuen K. Lee d/b/a F. Bondurant, LLC*
- 02/05/2017 **Summons**  
*Summons Yuen K.Lee dba F. Bondurant*
- 02/05/2017 **Summons**  
*Summons - Sun City Anthem Community Association Inc*
- 02/06/2017 **Summons**  
*Summons Thomas Lucas d/b/a Opportunity Homes LLC*
- 02/23/2017 **Motion to Dismiss**  
*Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim*
- 02/23/2017 **Initial Appearance Fee Disclosure**  
*Initial Appearance Fee Disclosure*
- 03/03/2017 **Opposition and Countermotion**  
*(Withdrawn 9/19/17) Opposition to Sun City anthem Community Association's Motion to Dismiss and Counter Motion for Order Voiding the HOA Sale*
- 03/07/2017 **Three Day Notice of Intent to Default**  
*Three Day Notice of Intent to Take Default*
- 03/07/2017 **Three Day Notice of Intent to Default**  
*Three Day Notice of Intent to Take Default*
- 03/07/2017 **Three Day Notice of Intent to Default**  
*Three Day Notice of Intent to Take Default*
- 03/08/2017 **Motion for Summary Judgment**  
*Thomas Lucas's and Opportunity Homes, LLC's Motion for Summary Judgment*
- 03/08/2017 **Disclaimer of Interest**  
*Disclaimer of Interest*
- 03/13/2017 **Disclaimer of Interest**  
*Disclaimer Of Interest*
- 03/13/2017 **Reply to Counterclaim**  
*Plaintiff's Reply To Nona Tobin's Counterclaim*
- 03/13/2017 **Answer to Crossclaim**  
*Yuen K. Lee's Answer To Nona Tobin's Crossclaim*
- 03/16/2017 **Substitution of Attorney**  
*Cross-Defendant Sun City Anthem Community Association's Substitution Of Counsel Pursuant To EDCR Rule 7.40 (B)(1)*
- 03/22/2017 **Motion to Dismiss**  
*Cross-Defendant Sun City Anthem Community Association's Motion To Dismiss Nona Tobin's Cross-Claims*
- 03/22/2017 **Opposition to Motion For Summary Judgment**  
*Opposition to Cross-Defendants, Thomas Lucas' and Opportunity Homes, LLC's, Motin for Summary Judgment*
- 03/27/2017 **Declaration**  
*Declaration of Nationstar Mortgage, LLC in Support of Nationstar's Opposition to Opportunity Homes, LLC's Motion for Summary Judgment*
- 03/27/2017 **Opposition to Motion For Summary Judgment**  
*Nationstar's Opposition to Opportunity Homes, LLC's Motion for Summary Judgment*
- 03/27/2017 **Reply in Support**  
*Cross-Defendant Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss*

- 03/28/2017 **Motion to Dismiss** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
**03/28/2017, 04/27/2017, 05/25/2017**  
*Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim*  
[Parties Present](#)  
[Minutes](#)  
 Result: Continued
- 03/28/2017 **Disclaimer of Interest**  
*Disclaimer of Interest*
- 03/31/2017 **Opposition**  
*(Withdrawn 9/19/17) Cross-Defendant Sun City Anthem Community Association's Opposition to Nona Tobin's Countermotion to Void the Sale*
- 04/05/2017 **Opposition to Motion to Dismiss**  
*Opposition to Sun City Anthem's Motion to Dismiss*
- 04/10/2017 **Reply to Opposition**  
*Reply to Sun City Anthem Community Association's Opposition to Nona Tobin's Motion to Void the Sale*
- 04/18/2017 **Reply in Support**  
*Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss*
- 04/19/2017 **Reply to Opposition**  
*Thomas Lucas and Opportunity Homes, LLC's Reply to Nona Tobin's Opposition to Motion for Summary Judgment*
- 04/20/2017 **Reply to Opposition**  
*Opportunity Homes, LLC's Reply to Nationstar Mortgage, LLC's Opposition to Motion for Summary Judgment*
- 04/27/2017 **Opposition and Countermotion** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
*Opposition To Sun City Anthem Community Association's Motion To Dismiss And Counter Motion For Order Voiding The HOA Sale*  
*03/28/2017 Reset by Court to 04/06/2017*  
*04/06/2017 Reset by Court to 04/27/2017*  
 Result: Denied Without Prejudice
- 04/27/2017 **Motion for Summary Judgment** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
*Thomas Lucas's and Opportunity Homes, LLC's Motion for Summary Judgment*  
*04/18/2017 Reset by Court to 04/27/2017*  
 Result: Motion Granted
- 04/27/2017 **Motion to Dismiss** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
*Cross-Defendant Sun City Anthem Community Association's Motion To Dismiss Nona Tobin's Cross-Claims*  
 Result: Denied Without Prejudice
- 04/27/2017 **All Pending Motions** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
[Parties Present](#)  
[Minutes](#)  
 Result: Matter Heard
- 05/23/2017 **Status Check** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
**05/23/2017, 05/25/2017**  
*Status Check: Corporate Counsel (Gordon B. Hansen Trust)*  
[Parties Present](#)  
[Minutes](#)  
*05/18/2017 Reset by Court to 05/23/2017*  
 Result: Continued
- 05/24/2017 **Notice of Appearance**  
*Notice of Appearance of Counsel*
- 05/25/2017 **All Pending Motions** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
[Parties Present](#)  
[Minutes](#)  
 Result: Matter Heard
- 06/21/2017 **Order Denying Motion**  
*Order Denying Motion for Summary Judgment*
- 06/22/2017 **Notice of Entry of Order**  
*Notice of Entry of Order Denying Motion for Summary Judgment*
- 08/09/2017 **Order**  
*Order Granting Thomas Lucs and Opportunity Homes, LLC's Motion for Summary Judgment*
- 08/11/2017 **Notice of Entry**  
*Notice of Entry of Order Granting Thomas Lucas and Opportunity Homes, LLC's Motion for Summary Judgment*
- 08/16/2017 **Memorandum of Costs and Disbursements**  
*Thomas Lucas and Opportunity Homes, LLC S Memorandum of Costs*
- 09/15/2017 **Notice of Early Case Conference**  
*Notice of N.R.C.P. 16.1 Early Case Conference*
- 09/19/2017 **Order**  
*Order*
- 09/20/2017 **Notice of Entry**  
*Notice of Entry of Order*
- 11/09/2017 **Notice**  
*Notice of Completion of Mediation Pursuant to NRS 38.310*
- 02/09/2018 **Individual Case Conference Report**  
*Individual Case Conference Report*
- 03/16/2018 **Notice to Appear for Discovery Conference**  
*Notice to Appear for Discovery Conference*
- 04/10/2018 **Substitution of Attorney**  
*Substitution Of Counsel For Defendant In Intervension And Counterclaimant Nationstar Mortgage Llc,*
- 04/17/2018 **Discovery Conference** (10:30 AM) (Judicial Officer Bulla, Bonnie)  
*Discovery Conference*  
[Parties Present](#)  
[Minutes](#)

Result: Matter Heard

04/20/2018 **Answer to Crossclaim**  
*Cross-Defendant Sun City Anthem Community Association s Answer To Cross-Claims By Nona Tobin, An Individual And Trustee Of The Gordon B. Hansen Trust*

05/15/2018 **Status Check** (9:30 AM) (Judicial Officer Bulla, Bonnie)  
*Status Check: JCCR*  
[Parties Present](#)  
[Minutes](#)

Result: Scheduling Order Will Issue

05/15/2018 **Joint Case Conference Report**  
*Joint Case Conference Report*

07/10/2018 **Scheduling Order**  
*Scheduling Order*

09/13/2018 **Order Setting Civil Non-Jury Trial and Calendar Call**  
*Order Setting Civil Non Jury Trial, Pre Trial Conference, Calendar Call and Status Check*

11/30/2018 **Motion to Amend**  
*Motion to Amend Answer, Counterclaim, and Crossclaims*

12/05/2018 **Notice of Appearance**  
*Notice of Appearance*

01/10/2019 **Motion to Amend Answer** (9:00 AM) (Judicial Officer Kishner, Joanna S.)  
*Defendant In Intervention/Counterclaimant/Cross-Claimant's, Nona Tobin, as Trustee of the Gordon B. Hansen Trust, Motion to Amend Answer, Counterclaim and Crossclaims*  
[Parties Present](#)  
[Minutes](#)

Result: Motion Granted

02/04/2019 **Notice**  
*Notice of Issuance of Subpoena Duces Tecum to Americana, LLC dba Berkshire Hathaway Home Services Nevada Properties*

02/04/2019 **Notice**  
*Notice of Issuance of Subpoena Duces Tecum to Red Rock Financial Services, LLC*

02/04/2019 **Notice**  
*Notice of Issuance of Subpoena Duces Tecum to Nevada Legal News*

02/05/2019 **Motion for Summary Judgment**  
*Cross-Defendant Sun City Anthem Community Association s Motion For Summary Judgment*

02/12/2019 **Joinder**  
*Nationstar Mortgage LLC's Limited Joinder To Sun City Anthem Community Association's Motion For Summary Judgment*

02/13/2019 **Initial Appearance Fee Disclosure**  
*Initial Appearance Fee Disclosure*

02/20/2019 **Stipulation and Order for Dismissal Without Prejudice**  
*Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes LLC and F. Bondurant LLC*

02/20/2019 **Notice of Entry of Stipulation and Order**  
*Notice of Entry of Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes, LLC and F. Bondurant, LLC*

03/05/2019 **Motion for Summary Judgment** (4:45 PM) (Judicial Officer Kishner, Joanna S.)  
**03/05/2019, 03/26/2019**  
*Cross-Defendant Sun City Anthem Community Association's Motion For Summary Judgment*  
[Parties Present](#)  
 03/12/2019 Reset by Court to 03/05/2019

Result: Granted

03/05/2019 **Joinder** (4:45 PM) (Judicial Officer Kishner, Joanna S.)  
**03/05/2019, 03/26/2019**  
*Nationstar Mortgage LLC's Limited Joinder To Sun City Anthem Community Association's Motion For Summary Judgment*  
[Parties Present](#)  
 03/12/2019 Reset by Court to 03/05/2019

Result: Granted

03/05/2019 **Opposition to Motion For Summary Judgment**  
*Cross-Claimant Nona Tobin's Opposition to Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment*

03/05/2019 **All Pending Motions** (4:45 PM) (Judicial Officer Kishner, Joanna S.)  
[Minutes](#)

Result: Matter Heard

03/06/2019 **Reply in Support**  
*Cross-Defendant Sun City Anthem Community Association s Reply In Support Of Its Motion For Summary Judgment*

03/07/2019 **Stipulation and Order**  
*Stipulation and Order Reforming Caption*

03/07/2019 **Notice of Entry of Stipulation and Order**  
*Notice of Entry of Stipulation and Order Reforming Caption*

03/12/2019 **Amended Notice of Entry of Order**  
*Amended Notice of Entry of Stipulation and Order Reforming Caption*

03/18/2019 **Three Day Notice of Intent to Default**  
*Nationstar Mortgage Llc's Three Day Notice Of Intent To Take Default Against Jimijack Irrevocable Trust*

03/21/2019 **Motion for Summary Judgment**  
*Nationstar Mortgage LLC's Motion for Summary Judgment (Hearing Requested)*

03/22/2019 **Clerk's Notice of Hearing**  
*Notice of Hearing*

03/25/2019 **Reply to Counterclaim**  
*Jimijack Irrevocable Trust's Reply To Nationstar Mortgage, LLC.'s Counterclaim*

03/26/2019 **Status Check** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
[Parties Present](#)  
 03/14/2019 Reset by Court to 03/26/2019

Result: Matter Heard

- 03/26/2019 **All Pending Motions** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
[Parties Present](#)  
[Minutes](#)  
 Result: Matter Heard
- 04/12/2019 **Notice of Settlement**  
*Notice of Settlement*
- 04/15/2019 **Stipulation and Order**  
*Stipulation and Order to Extend Briefing Schedule for Nationstar Mortgage LLC's Motion for Summary Judgment and Continue Hearing*
- 04/17/2019 **Findings of Fact, Conclusions of Law and Order**  
*Findings Of Fact, Conclusions Of Law And Order On Cross-Defendant Sun City Anthem Community Association s Motion For Summary Judgment*
- 04/18/2019 **Notice of Entry**  
*NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER ON CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION S MOTION FOR SUMMARY JUDGMENT*
- 04/19/2019 **Response**  
*Nationstar Mortgage LLC's Response to Nona Tobin's Opposition to Nationstar Mortgage LLC's Motion for Summary Judgment against Jimijack and Countermotion for Summary Judgment*
- 04/22/2019 **Notice of Entry of Stipulation and Order**  
*Notice Of Entry Of Stipulation And Order To Extend Briefing Schedule For Nationstar Mortgage LLC s Motion For Summary Judgment Anc [sic] Continue Hearing*
- 04/23/2019 **Opposition and Countermotion** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
*Tobin Opposition to Nationstar Motion for Summary Judgment Against Jimijack and Countermotion for Summary Judgment*  
 Result: Matter Heard
- 04/23/2019 **Opposition and Countermotion** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
*Tobin Opposition to Nationstar Motion for Summary Judgment Against Jimijack and Countermotion for Summary Judgment*  
 Result: Matter Heard
- 04/23/2019 **Notice of Withdrawal of Motion**  
*Notice of Withdrawal of Nationstar Mortgage LLC's Motion for Summary Judgment*
- 04/23/2019 **All Pending Motions** (9:00 AM) (Judicial Officer Kishner, Joanna S.)  
[Parties Present](#)  
[Minutes](#)  
 Result: Matter Heard
- 04/25/2019 **Pre Trial Conference** (10:15 AM) (Judicial Officer Kishner, Joanna S.)  
[Parties Present](#)  
[Minutes](#)  
 Result: Matter Heard
- 04/29/2019 **Motion**  
*Motion for Reconsideration*
- 04/30/2019 **Clerk's Notice of Hearing**  
*Notice of Hearing*
- 04/30/2019 **Notice of Lis Pendens**  
*Notice of Lis Pendens*
- 05/02/2019 **Opposition**  
*Cross-Defendant Sun City Anthem Community Association's Opposition ti Cross Claimant Nona Tobin's Motion for Reconsideration*
- 05/03/2019 **Joinder**  
*Nationstar Mortgage Llc's Limited Joinder To Sun City Anthem Community Association's Opposition To Nona Tobin's Motion For Reconsideration*
- 05/03/2019 **Joinder to Opposition to Motion**  
*Joel Stokes And Sandra F. Stokes, As Trustees Of The Jimijack Irrevocable Trust s, Joinder To Sun City Anthem Community Association s Opposition To Nona Tobin s Motion For Reconsideration*
- 05/07/2019 **CANCELED Motion for Summary Judgment** (9:30 AM) (Judicial Officer Becker, Nancy)  
*Vacated - per Judge  
 NationStar Mortgage LLC's Motion for Summary Judgment  
 04/23/2019 Reset by Court to 05/07/2019*
- 05/21/2019 **Status Check** (9:00 AM) (Judicial Officer Kishner, Joanna S.)  
*Status Check: Settlement Documents*  
[Parties Present](#)  
[Minutes](#)  
 Result: Matter Heard
- 05/23/2019 **Motion**  
*Motion to Substitute Real Party in Interest and to Withdraw as Counsel of Record for Counterclaimant Nona Tobin on Order Shortening Time*
- 05/23/2019 **Reply**  
*Reply to Cross-Defendant Sun City Anthem Community Association s Opposition to Tobin s Motion for Reconsideration*
- 05/24/2019 **Receipt of Copy**  
*Receipt of Copy - Akerman*
- 05/24/2019 **Receipt of Copy**  
*Receipt of Copy - Lipson Neilson*
- 05/24/2019 **Receipt of Copy**  
*Receipt of Copy - Hong*
- 05/24/2019 **Receipt of Copy**  
*Receipt of Copy - Tobin*
- 05/24/2019 **Opposition to Motion**  
*CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION S OPPOSITION TO MOTION TO SUBSTITUTE REAL PARTY IN INTEREST AND TO WITHDRAW AS COUNSEL OF RECORD FOR COUNTERCLAIMANT NONA TOBIN ON ORDER SHORTENING TIME*
- 05/24/2019 **Supplement**  
*Supplement to Motion to Substitute Real Party in Interest and to Withdraw as Counsel of Record for Counterclaimant Nona Tobin*
- 05/24/2019 **Opposition to Motion**  
*Joel A. Stokes And Sandra F. Stokes, As Trustees Of The Jimijack Irrevocable Trust s, Opposition To Motion To Substitute Real Party In Interest And To Withdraw As Counsel Of Record For Counterclaimant Nona Tobin On Order Shortening Time*
- 05/29/2019 **Motion For Reconsideration** (8:30 AM) (Judicial Officer Kishner, Joanna S.)  
*Cross-Claimant Nona Tobin's Motion For Reconsideration*

05/30/2019 *Reset by Court to 05/29/2019*

Result: Denied

05/29/2019 **Motion for Substitution** (8:30 AM) (Judicial Officer Kishner, Joanna S.)

*Motion To Substitute Real Party In Interest And To Withdraw As Counsel Of Record For Counterclaimant Nona Tobin On Order Shortening Time*

Result: Off Calendar

05/29/2019 **All Pending Motions** (8:30 AM) (Judicial Officer Kishner, Joanna S.)

*All Pending Motions (5/29/2019)*

[Parties Present](#)

[Minutes](#)

Result: Matter Heard

05/31/2019 **Order Denying**

*Order Denying Motion for Reconsideration*

05/31/2019 **Notice of Entry**

*Notice of Entry of Order Denying Motion for Reconsideration*

05/31/2019 **Stipulation and Order for Dismissal With Prejudice**

*(A720032, A730078) Stipulation and Order for the Dismissal of Nationstar Mortgage LLC's Claims Against Jimijack Irrevocable Trust with Prejudice*

05/31/2019 **Notice of Entry of Stipulation & Order for Dismissal**

*Notice of Entry of Stipulation and Order for the Dismissal of Nationstar Mortgage LLC's Claims Against Jimijack Irrevocable Trust with Prejudice*

06/03/2019 **Calendar Call** (8:45 AM) (Judicial Officer Kishner, Joanna S.)

[Parties Present](#)

[Minutes](#)

*05/21/2019 Reset by Court to 05/23/2019*

*05/23/2019 Reset by Court to 06/03/2019*

Result: Matter Heard

06/03/2019 **Pre-trial Memorandum**

*Counterclaimant, Nona Tobin's Pretrial Memorandum*

06/03/2019 **Finding of Fact and Conclusions of Law**

*(UNSIGNED BY JUDGE) Counterclaimant, Nona Tobin's [Proposed] Findings of Fact and Conclusions of Law*

06/05/2019 **Bench Trial** (8:30 AM) (Judicial Officer Kishner, Joanna S.)

**06/05/2019, 06/06/2019**

[Parties Present](#)

[Minutes](#)

*05/28/2019 Reset by Court to 06/05/2019*

Result: Trial Continues

06/05/2019 **Findings of Fact, Conclusions of Law and Judgment**

*Counterdefendants, Joel A. Stokes And Sandra F. Stokes, As Trustees Of The Jimijack Irrevocable Trust And Yuen K. Lee, An Individual, D/B/A Manager, F. Bondurant, LLC. s Proposed Findings Of Facts, Conclusions Of Law And Judgment*

06/17/2019 **Motion to Withdraw As Counsel**

*Motion to Withdraw as Counsel of Record for Nona Tobin, an Individual on Order Shortening Time*

06/17/2019 **Motion to Intervene**

*TOBIN MOTION TO INTERVENE AS AN INDIVIDUAL PER RULE 24*

06/20/2019 **Proof of Service**

*Proof of Service Re: Nona Tobin, An Individual*

06/21/2019 **Decision** (3:00 AM) (Judicial Officer Kishner, Joanna S.)

[Minutes](#)

Result: Minute Order - No Hearing Held

06/21/2019 **Declaration**

*Nona Tobin Declarations in support of MINV as an individual*

06/24/2019 **Order**

*Order on Findings of Fact, Conclusions of Law, and Judgment*

06/24/2019 **Notice of Entry of Findings of Fact, Conclusions of Law**

*Notice Of Entry Of Findings Of Facts, Conclusions Of Law And Judgment*

06/28/2019 **Opposition to Motion**

*Counterdefendants Opposition To Nona Tobin s Motion To Intervene Consolidated Cases A-15-720032-C And A-16-730078 Per Rule 24*

07/01/2019 **Reply in Support**

*NONA TOBIN REPLY IN SUPPORT OF MUSHKIN WITHDRAWAL AS COUNSEL OF RECORD*

07/02/2019 **Reply**

*NONA TOBIN REPLY TO OPPOSITION TO MOTION TO INTERVENE*

07/08/2019 **Transcript of Proceedings**

*Recorder's Transcript of Hearing: All Pending Motions April 27, 2017*

07/08/2019 **Transcript of Proceedings**

*Recorder's Transcript of Hearing: All Pending Motions April 23, 2019*

07/09/2019 **Motion to Withdraw as Counsel** (9:00 AM) (Judicial Officer Barker, David)

*Motion To Withdraw As Counsel*

[Parties Present](#)

[Minutes](#)

Result: Granted

07/16/2019 **Order to Statistically Close Case**

*Civil Order to Statistically Close Case*

07/16/2019 **Transcript of Proceedings**

*Transcript: All Pending Motions 5/25/17*

07/16/2019 **Transcript of Proceedings**

*Transcript: All Pending Motions 1/10/19*

07/16/2019 **Transcript of Proceedings**

*Transcript: All Pending Motions 3/26/19*

07/16/2019 **Transcript of Proceedings**

*Transcript: Pretrial Conference 4/25/19*

07/16/2019 **Transcript of Proceedings**  
*Transcript: Status Check - Settlement Documents 5/21/19*

07/16/2019 **Transcript of Proceedings**  
*Transcript: All Pending Motions 5/29/19*

07/16/2019 **Transcript of Proceedings**  
*Transcript: Calendar Call 6/3/19*

07/16/2019 **Transcript of Proceedings**  
*Transcript: Bench Trial - Day 1 - 6/5/19*

07/19/2019 **Transcript of Proceedings**  
*Amended Transcript of Proceedings of Pretrial Conference to Correct Attorney Name Only 4/25/19*

07/23/2019 **Notice of Hearing**  
*Notice of Hearing*

07/23/2019 **Notice of Appeal**  
*Notice of Appeal*

07/23/2019 **Case Appeal Statement**  
*Case Appeal Statement*

07/23/2019 **Notice of Appearance**  
*Notice of Appearance*

07/24/2019 **Case Appeal Statement**  
*NONA TOBIN'S INDIVIDUAL CASE APPEAL STATEMENT*

07/24/2019 **Notice of Appeal**  
*NONA TOBIN'S INDIVIDUAL NOTICE OF APPEAL*

07/25/2019 **Case Appeal Statement**  
*Case Appeal Statement*

07/26/2019 **Amended Case Appeal Statement**  
*NONA TOBIN'S SIGNED CASE APPEAL STATEMENT*

07/26/2019 **Notice**  
*Notice of Nona Tobin/Gordon B. Hansen Trust Dated 8/22/08 Completion of Mediation Pursuant to NRS 38.310*

07/30/2019 **Clerk's Notice of Hearing**  
*Notice of Hearing*

08/06/2019 **Notice of Posting of Cost Bond**  
*Notice of Posting Cost Bond on Appeal*

08/07/2019 **Response**  
*Counterdefendants Response To Nona Tobin s Motion For A New Trial Per Rule 54(B) And Rule 59(1)(A)(B) (C) (F) And Motion To Dismiss Pursuant To NRS 38.310(2) And Countermotion To Strike From The Record The Rogue Motions And For Attorney s Fees And Costs Pursuant To E.D.C.R. Rule 7.60(b)(1) And/Or (3)*

08/07/2019 **Notice of Lis Pendens**  
*Notice of Lis Pendens*

08/08/2019 **Motion for Attorney Fees and Costs**  
*Counter-Defendant Sun City Anthem Community Association's Motion for Attorneys' Fees and Costs Against the Gordon B. Hansen Trust*

08/08/2019 **Joinder**  
*Sun City Anthem Community Association's Joinder to: Counterdefendants Response to Nona Tobin's Motion for a New Trial per Rule 54(B) and Rule 59 (1)((A)(B)(C)(F) and Motion to Dismiss Pursuant to NRS 38.310(2) and Countermotion to Strike from the Record the Rogue Motions and Sun City Anthem Community Associations Countermotion to Strike Notice of Lis Pendens with Attached Complaint, for a Vexatious Litigant Order, and for Attorneys' Fees Pursuant to NRS 18.010 and EDCR 7.60*

08/09/2019 **Clerk's Notice of Hearing**  
*Notice of Hearing*

08/13/2019 **Joinder**  
*Counterdefendants Joinder To Sun City Anthem Community Association s Countermotion To Strike Notice Of Lis Pendens With Attached Complaint*

08/14/2019 **Notice**  
*Notice of Transcripts Requested For Appeal*

08/14/2019 **Notice of Posting of Cost Bond**  
*Notice of Posting of Cost Bond*

08/14/2019 **Notice of Lis Pendens**  
*Notice of Lis Pendens*

08/19/2019 **Opposition**  
*Opposition to Counterdefendant Sun City Anthem Community Association's Motion for Attorney's Fees and Costs Against the Gordon B. Hansen Trust*

08/22/2019 **Reply in Support**  
*Counter-Defendant Sun City Anthem Community Association's Reply in Support of its Motion for Attorney's Fees and Costs Against the Gordon B. Hansen Trust*

08/26/2019 **Recorders Transcript of Hearing**  
*Recorder's Transcript of Hearing All Pending Motions 9/29/16*

08/26/2019 **Recorders Transcript of Hearing**  
*Amended Transcript to correct title of motion: Third Parties Nona Tobin and Steve Hansen's Motion to Intervene 9/29/16*

08/26/2019 **Recorders Transcript of Hearing**  
*Recorder's Transcript of Hearing Nona Tobin's Motion to Intervene Into Consolidated Quiet Title Cases A-15-720032-C and Former Case A-16-730078 12/20/16*

08/26/2019 **Recorders Transcript of Hearing**  
*Transcript: Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim 3/28/17*

08/26/2019 **Recorders Transcript of Hearing**  
*Recorder's Transcript of Hearing: Status Check Tuesday, May 23, 2017*

08/26/2019 **Recorders Transcript of Hearing**  
*Transcript: Bench Trial Day 2 - 6/6/19*

08/26/2019 **Findings of Fact, Conclusions of Law and Order**  
*Nona Tobin's Proposed Findings of Fact, Conclusions of Law, and Order of Dismissal Pursuant to NRS 38.310(2)*

09/03/2019 **Motion for New Trial** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
*Nona Tobin's Motions for a New Trial Per Rule 54 (B) and Rule 59 (1)(A)(B)(C)(F)*  
*08/27/2019 Reset by Court to 09/03/2019*

09/03/2019 **Motion to Dismiss** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
*Result: Stricken*

- Tobin Motion to Dismiss Pursuant to NRS 38.310(2)*  
Result: Stricken
- 09/03/2019 **Response and Countermotion** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
*Counter-Defendants' Response To Nona Tobin's Motion For A New Trial Per Rule 54(B) And Rule 59(1)(A)(B) (C) (F) And Motion To Dismiss Pursuant To NRS 38.310(2) And Countermotion To Strike From The Record The Rogue Motions And For Attorney's Fees And Costs Pursuant To E.D.C.R. Rule 7.60(b)(1) And/Or (3)*  
Result: Granted in Part
- 09/03/2019 **Joinder** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
*Sun City Anthem Community Association's Joinder to: Counterdefendants Response to Nona Tobin's Motion for a New Trial per Rule 54(B) and Rule 59 (1)((A)(B)(C)(F) and Motion to Dismiss Pursuant to NRS 38.310(2) and Countermotion to Strike from the Record the Rogue Motions and Sun City Anthem Community Associations Countermotion to Strike Notice of Lis Pendens with Attached Complaint, for a Vexatious Litigant Order, and for Attorneys' Fees Pursuant to NRS 18.010 and EDCR 7.60*  
Result: Granted in Part
- 09/03/2019 **Joinder** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
*Counterdefendants' Joinder to Sun City Anthem Community Association's Countermotion to Strike Notice of Lis Pendens With Attached Complaint*  
Result: Granted
- 09/03/2019 **All Pending Motions** (9:30 AM) (Judicial Officer Kishner, Joanna S.)  
*All Pending Motions (9/03/2019)*  
[Parties Present](#)  
[Minutes](#)  
Result: Matter Heard
- 09/05/2019 **Recorders Transcript of Hearing**  
*Transcript: Pending Motions 9/3/19*
- 09/10/2019 **Motion for Attorney Fees and Costs** (10:00 AM) (Judicial Officer Kishner, Joanna S.)  
*Counter-Defendant Sun City Anthem Community Association's Motion for Attorneys' Fees and Costs Against the Gordon B. Hansen Trust 09/10/2019 Reset by Court to 09/10/2019*  
Result: Denied
- 09/10/2019 **Opposition and Countermotion** (10:00 AM) (Judicial Officer Kishner, Joanna S.)  
*Opposition to Sun City Anthem's Motions and to Strike Lis Pendens and for A Vexatious Litigant Order and Two Motions for Attorney Fees and Countermotion for an Order to Show Cause Why Sanctions Should not be Imposed*  
Result: Stricken
- 09/10/2019 **All Pending Motions** (10:00 AM) (Judicial Officer Kishner, Joanna S.)  
*All Pending Motions (9/10/2019)*  
[Parties Present](#)  
[Minutes](#)  
Result: Matter Heard
- 09/24/2019 **Order Denying Motion**  
*Order Denying Sun City Anthem Community Association's Motion for Attorney's Fees and Costs Against the Gordon B. Hansen Trust*
- 09/24/2019 **Amended Notice of Entry of Order**  
*Notice of Entry of Order Denying sun City Anthem Community Association s Motion For Attorney s Fees And Cost Against The Gordon B. Hansen Trust*
- 11/22/2019 **Findings of Fact, Conclusions of Law and Order**  
*Findings of Fact, Conclusions of Law and Order*
- 11/22/2019 **Notice of Entry of Order**  
*Notice of Entry of Order of Findings of Fact, Conclusions of Law and Order*
- 12/19/2019 **Notice of Appeal**  
*Notice of Appeal*
- 12/20/2019 **Notice of Appeal**  
*Notice of Appeal*
- 12/30/2019 **Case Appeal Statement**  
*Case Appeal Statement*
- 01/06/2020 **Case Appeal Statement**  
*Case Appeal Statement*

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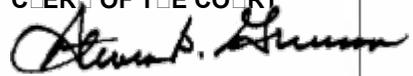
**FINANCIAL INFORMATION**


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	<b>Counter Claimant</b> Gordon B. Hansen Trust Dated 8/22/08		
	Total Financial Assessment		24.00
	Total Payments and Credits		24.00
	<b>Balance Due as of 06/25/2020</b>		<b>0.00</b>
12/20/2019	Transaction Assessment		24.00
12/20/2019	Efile Payment	Receipt # 2019-76264-CCCLK	Gordon B. Hansen Trust Dated 8/22/08 (24.00)
	<b>Counter Claimant</b> Nationstar Mortgage, LLC		
	Total Financial Assessment		623.00
	Total Payments and Credits		623.00
	<b>Balance Due as of 06/25/2020</b>		<b>0.00</b>
04/13/2016	Transaction Assessment		223.00
04/13/2016	Efile Payment	Receipt # 2016-36130-CCCLK	Nationstar Mortgage, LLC (223.00)
02/13/2019	Transaction Assessment		200.00
02/13/2019	Efile Payment	Receipt # 2019-09744-CCCLK	Nationstar Mortgage, LLC (200.00)
03/21/2019	Transaction Assessment		200.00
03/21/2019	Efile Payment	Receipt # 2019-17897-CCCLK	Nationstar Mortgage, LLC (200.00)

<b>Counter Claimant</b> Tobin, Nona			
	Total Financial Assessment		495.00
	Total Payments and Credits		295.00
	<b>Balance Due as of 06/25/2020</b>		<b>200.00</b>
02/01/2017	Transaction Assessment		223.00
02/01/2017	Efile Payment	Receipt # 2017-10421-CCCLK	Tobin, Nona (223.00)
04/10/2019	Transaction Assessment		200.00
07/23/2019	Transaction Assessment		24.00
07/23/2019	Efile Payment	Receipt # 2019-44889-CCCLK	Nona Tobin, as Trustee of the Gordon B. Hansen Trust (24.00)
07/24/2019	Transaction Assessment		24.00
07/24/2019	Efile Payment	Receipt # 2019-45267-CCCLK	Nona Tobin, as Trustee of the Gordon B. Hansen Trust (24.00)
12/19/2019	Transaction Assessment		24.00
12/19/2019	Efile Payment	Receipt # 2019-76059-CCCLK	Tobin, Nona (24.00)
<b>Counter Defendant</b> F. Bondurant LLC			
	Total Financial Assessment		223.00
	Total Payments and Credits		223.00
	<b>Balance Due as of 06/25/2020</b>		<b>0.00</b>
03/14/2017	Transaction Assessment		223.00
03/14/2017	Efile Payment	Receipt # 2017-24401-CCCLK	F. Bondurant LLC (223.00)
<b>Counter Defendant</b> JimiJack Irrevocable Trust			
	Total Financial Assessment		281.50
	Total Payments and Credits		281.50
	<b>Balance Due as of 06/25/2020</b>		<b>0.00</b>
06/16/2015	Transaction Assessment		270.00
06/16/2015	Efile Payment	Receipt # 2015-63177-CCCLK	JimiJack Irrevocable Trust (270.00)
07/15/2016	Transaction Assessment		2.00
07/15/2016	Payment (Window)	Receipt # 2016-67788-CCCLK	Kristen E Madden (2.00)
06/03/2019	Transaction Assessment		4.50
06/03/2019	Payment (Window)	Receipt # 2019-33478-CCCLK	Nona Tobin (4.50)
07/12/2019	Transaction Assessment		5.00
07/12/2019	Payment (Window)	Receipt # 2019-42597-CCCLK	Now Services Inc (5.00)
<b>Counter Defendant</b> Oppurtunity Homes LLC			
	Total Financial Assessment		200.00
	Total Payments and Credits		200.00
	<b>Balance Due as of 06/25/2020</b>		<b>0.00</b>
03/08/2017	Transaction Assessment		200.00
03/08/2017	Efile Payment	Receipt # 2017-22640-CCCLK	Oppurtunity Homes LLC (200.00)
<b>Counter Defendant</b> Stokes, Joel A			
	Total Financial Assessment		200.00
	Total Payments and Credits		200.00
	<b>Balance Due as of 06/25/2020</b>		<b>0.00</b>
07/06/2016	Transaction Assessment		200.00
07/06/2016	Efile Payment	Receipt # 2016-64601-CCCLK	Stokes, Joel A (200.00)
<b>Cross Defendant</b> Lee, Yuen K.			
	Total Financial Assessment		30.00
	Total Payments and Credits		30.00
	<b>Balance Due as of 06/25/2020</b>		<b>0.00</b>
03/14/2017	Transaction Assessment		30.00
03/14/2017	Efile Payment	Receipt # 2017-24402-CCCLK	Lee, Yuen K. (30.00)
<b>Cross Defendant</b> Sun City Anthem Community Association Inc			
	Total Financial Assessment		423.00
	Total Payments and Credits		423.00
	<b>Balance Due as of 06/25/2020</b>		<b>0.00</b>
02/23/2017	Transaction Assessment		223.00
02/23/2017	Efile Payment	Receipt # 2017-18239-CCCLK	Sun City Anthem Community Association Inc (223.00)
02/06/2019	Transaction Assessment		200.00
02/06/2019	Efile Payment	Receipt # 2019-07861-CCCLK	Sun City Anthem Community Association Inc (200.00)





1 **JMOT**  
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10 *Attorney for Joel A. Stokes,*  
11 *Joel A. Stokes and Sandra Stokes,*  
12 *as trustees of the Jimijack Irrevocable*  
13 *Trust, and Jimijack Irrevocable Trust*

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

12 NONA TOBIN, an Individual,

13 **Plaintiff,**

14 vs.

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

24 **Defendants.**

Case No.: A-19-799890-C

Dept. No.: XXII

**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)**

23 COME NOW, Defendants, Joel A. Stokes, Joel A. Stokes and Sandra Stokes, as trustees of  
24 the Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust (collectively "Jimijack"), by and  
25 through their attorney of record, Joseph Y. Hong, Esq., and hereby join in Defendant, Red Rock  
26 Financial Services', Motion to Dismiss First Amended Complaint, filed on June 23, 2020, and  
27 additionally move for attorney's fees and costs pursuant to E.D.C.R. Rule 7.60(b)(1) and/or (3).  
28

1 This Joinder is based on the following points and authorities, all pleadings and papers filed  
2 in this action and the previous action, case # A-15-720032-C, the attached declaration, and any  
3 argument of counsel at the time of hearing.

4 DATED this 25<sup>th</sup> day of June, 2020.

6 HONG & HONG LAW OFFICE

8 /s/ Joseph Y. Hong

9 JOSEPH Y. HONG, ESQ.

10 State Bar No. 005995

11 1980 Festival Plaza Drive, Suite 650

12 Las Vegas, Nevada 89135

13 *Attorney for Joel A. Stokes, Joel A. Stokes*  
14 *and Sandra Stokes, as trustees of the*  
15 *Jimijack Irrevocable Trust, and Jimijack*  
16 *Irrevocable Trust*

17 **MEMORANDUM OF POINTS AND AUTHORITIES**

18 **I. SUMMARY OF JOINDER**

19 Red Rock's Motion to Dismiss correctly points out that each claim Plaintiff, Nona Tobin  
20 ("Tobin"), brings against Red Rock was or should have been litigated in the previous litigation,  
21 case # A-15-720032 -C ("Previous Litigation") against Sun City Anthem Community  
22 Association ("HOA"), and others, including Jimijack. The same reasons precluding this action  
23 against Red Rock apply to Jimijack, and even further since this is now the *second* attempt by  
24 Tobin to skirt the doctrine of res judicata. Tobin's egregious conduct, which is a per se violation  
25 of E.D.C.R. Rule 7.60(b)(1) and/or (3), cannot be ignored nor condoned wherein Jimijack should  
26 be reimbursed its attorney's fees and costs related to its instant Joinder pursuant to E.D.C.R.  
27 Rule 7.60(b)(1) and/or (3).

28 ///

1 Jimijack adopts the arguments and legal authority set forth in Red Rock's Motion to  
2 Dismiss, and supplements with the following additional points and authorities.

3 **II. ARGUMENT**

4 **A. The Doctrine of Res Judicata Absolutely Bars the Claims Against Jimijack and**  
5 **Mandates, as a Matter of Nevada Law, For the Dismissal of this Action in its**  
6 **Entirety With Prejudice**

7 The analysis is very simple. In this action, Tobin is seeking to void the HOA foreclosure  
8 sale for the Subject Property that was conducted in August 2014 by challenging the validity of  
9 same wherein all of Tobin's claims against all the named defendants are based on the HOA  
10 foreclosure sale. Tobin, as the trustee of the Gordon B. Hansen Trust dated 8/22/08 ("Gordon  
11 Hansen Trust"), was seeking the very same relief in the Previous Litigation. This is absolutely  
12 undisputed. Thus, as the Court is aware, the only possible way Tobin can be successful in  
13 voiding the HOA sale is to prevail against the HOA and/or its trustee, Red Rock. That is, Tobin  
14 cannot, in any possible manner, maintain any claims against Jimijack or even the current owners,  
15 Brian and Debora Chiesti, and Quicken Loans, the company that provided the loan to Brian and  
16 Debora Chiesti for their purchase of the Subject Property from Jimijack, if Tobin cannot void the  
17 underlying HOA foreclosure sale that was conducted in August 2014. There are no ifs, ands or  
18 butts about it.

20 Tobin, in the Previous Litigation, was unsuccessful in voiding the HOA foreclosure sale.  
21 This is absolutely undisputed. *See copy of FFCL granting the HOA's Motion for Summary*  
22 *Judgment attached as Exhibit 6 to Red Rock's instant Motion to Dismiss*. Tobin, however,  
23 knowing that there was no possible manner to obtain any relief against Jimijack since Tobin was  
24 unsuccessful against the HOA, still pushed forward to a Bench Trial against Jimijack on June 5<sup>th</sup>  
25 and 6<sup>th</sup>, 2019 before the Honorable Judge Joanna S. Kushner. After the Bench Trial, the  
26 Honorable Judge Kushner entered the Findings of Facts, Conclusions of Law and Judgment in  
27  
28

1 favor of Jimijack and even noted the effects of res judicata. *See copy of FFCL attached hereto*  
2 *as Exhibit "A."* Tobin now, for the *second* time, attempts to again re-litigate exactly the same  
3 issues involving the HOA foreclosure sale.

4 As the Court will agree, Tobin's instant action must be dismissed in its entirety pursuant  
5 to the doctrine of res judicata. It makes absolutely no difference if Tobin desperately attempts to  
6 argue that she is allegedly the new party in interest since it is undisputed that she is in direct  
7 privity with the Gordon Hansen Trust. Also, it makes no difference that Tobin is raising claims  
8 against Red Rock in this action since it is undisputed that Red Rock, as the trustee/agent for the  
9 HOA, conducted the HOA foreclosure sale and the Previous Litigation absolutely adjudicated the  
10 claims against the HOA, based on the actions of Red Rock, in favor of the HOA.

11  
12 **B. Jimijack is Entitled to be Reimbursed its Attorney's Fees and Costs Related to**  
13 **Tobin's Frivolousness and Unwarranted First Amended Complaint Pursuant**  
14 **to EDCR Rule 7.60(b)(1) and/or (3)**

15 There is no more a fitting situation than the present for the application of EDCR Rule  
16 7.60(b)(1) and/or (3). As stated earlier, this is now Tobin's *second* attempt to skirt the doctrine  
17 of res judicata. Not only did Tobin participate in the Previous Litigation as the trustee for the  
18 Gordon Hansen Trust and, therefore, was clearly aware of the outcome—since an appeal to the  
19 Nevada Supreme Court was filed by her as trustee of the Gordon Hansen Trust---, Tobin was  
20 absolutely aware that she is in direct privity with the Gordon Hansen Trust even if her allegation  
21 that she is the party in interest is taken as true. Tobin's frivolous First Amended Complaint has  
22 unnecessarily multiplied these proceedings, wasted the judicial resources of this Court, and has  
23 forced Jimijack to incur additional attorney's fees and costs. Jimijack, therefore, should be  
24 reimbursed its attorney's fees and costs related to Tobin's First Amended Complaint in the  
25 amount of **\$3,165.00** pursuant to EDCR Rule 7.60(b)(1) and/or (3). *See Declaration of Counsel*  
26 *attached hereto as Exhibit "B."*  
27  
28

1 **III. CONCLUSION**

2 Based on the foregoing, Red Rock's Motion to Dismiss, and Nationstar Mortgage, LLC's  
3 Joinder, Tobin's First Amended Complaint must be dismissed with prejudice as a matter of  
4 Nevada law, and the corresponding lis pendens expunged. Jimijack further respectfully requests  
5 that Tobin be Ordered to reimburse Jimijack's attorney's fees and costs in the amount of  
6 **\$3,165.00** that were incurred in having to prepare and file the instant Joinder pursuant to EDCR  
7 Rule 7.60(b)(1) and/or (3).  
8

9 DATED this 25<sup>th</sup> day of June, 2020.

10 HONG & HONG LAW OFFICE

11  
12  
13 /s/ Joseph Y. Hong  
14 JOSEPH Y. HONG, ESQ.  
15 State Bar No. 005995  
16 1980 Festival Plaza Drive, Suite 650  
17 Las Vegas, Nevada 89135  
18 *Attorney for Joel A. Stokes, Joel A. Stokes*  
19 *and Sandra Stokes, as trustees of the*  
20 *Jimijack Irrevocable Trust, and Jimijack*  
21 *Irrevocable Trust*  
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**CERTIFICATE OF ELECTRONIC SERVICE**

Pursuant to NRCP 5(b)(2)(D), I certify that I am an employee of Joseph Y. Hong, Esq., and that on this 25<sup>th</sup> day of June, 2020, I served a true and correct copy of the foregoing **JOEL A. STOKES, JOEL A. STOKES AND SANDRA STOKES, AS TRUSTEES OF THE JIMI JACK IRREVOCABLE TRUST, AND JIMI JACK 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)** by electronic transmission through the Eighth Judicial District Court EFP system (Odyssey eFileNV) pursuant to NEFCR 9 upon each party in this case who is registered as an electronic case filing user with the Clerk.

*By/s/ Debra L. Batesel*  
\_\_\_\_\_  
An employee of Joseph Y. Hong, Esq.

**EXHIBIT "A"**



1 **ORDR**

2  
3 **EIGHTH JUDICIAL DISTRICT COURT**  
4 **CLARK COUNTY, NEVADA**  
5

6 NONA TOBIN, as Trustee of the  
7 GORDON B. HANSEN TRUST dated  
8 8/22/08,

Case No.: A-15-720032-C

Consolidated with A-16-730078-C

8 Counterclaimant,

9 vs.

10 JOEL A. STOKES AND SANDRA F.  
11 STOKES, as Trustees of the JIMI JACK  
12 IRREVOCABLE TRUST; YUEN K.  
13 LEE, an individual, d/b/a  
14 Manager, F. BONDURANT, LLC.,

Counter-Defendants.

15 **FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT<sup>1</sup>**  
16

17 This matter, having come on for Bench Trial commencing on June 5<sup>th</sup> and  
18 6<sup>th</sup>, 2019, with L. Joe Coppedge appearing on behalf of Counterclaimant the  
19 Gordon B. Hansen Trust, dated 8/22/08; and Joseph Hong appearing on behalf  
20 of all Counter-Defendants. All parties having an opportunity to present their  
21  
22

23 <sup>1</sup> The consolidated cases commenced with multiple parties being named and the initial caption  
24 read in part, "Joel A. Stokes and Sandra F. Stokes as trustees of the Jimijack Irrevocable Trust  
25 Plaintiffs, vs. Bank of America N.A. Defendants, et. al". All claims by all other parties, other than  
26 those of the Counterclaimant against Counter-Defendants have either been resolved or  
27 eliminated due to rulings of the Court. Thus, the only claims that were asserted to remain for trial  
28 were the Counterclaimant's claims against Counter-Defendants. Accordingly, the caption, as set  
forth above, correctly sets forth the parties that were asserted to have remained for purposes of  
trial.

1 case, the Court having considered the evidence, the previous Orders and  
2 Judgments in this case, and good cause appearing therefore, enters the  
3 following Findings of Fact and Conclusions of Law:

4 **FINDINGS OF FACTS**

5  
6 1. Counterclaimant, the Gordon B. Hansen Trust Dated 8/22/08  
7 ("Hansen Trust") claims in intervention against Counter-Defendants, Joel A.  
8 Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust  
9 ("Jimijack"); and Yuen K. Lee, an individual d/b/a Manager F. Bondurant, LLC.  
10 ("Lee"), involving a real property commonly known as 2763 White Sage Drive,  
11 Henderson, Nevada 89052, APN 191-13-811-052 (the "Subject Property") were  
12 the only remaining claims set for trial to commence on June 5, 2019.

13  
14 2. On January 11, 2017, the Hansen Trust intervened in the present  
15 action via Order, with Notice of Entry thereof, filed on January 12, 2017. The  
16 Hansen Trust alleged claims of Quiet Title and Equitable Relief, Civil Conspiracy,  
17 Fraudulent Conveyance, Unjust Enrichment, and Breach of Contract against the  
18 Sun City Anthem Community Association ("HOA"). The Hansen Trust alleged  
19 claims for Quiet Title and Equitable Relief, Fraudulent Re-conveyance, Unjust  
20 Enrichment, Civil Conspiracy, and Injunctive Relief against Jimijack. The Hansen  
21 Trust alleged claims for Fraudulent Conveyance, Quiet Title and Equitable Relief,  
22 and Civil Conspiracy against Lee d/b/a F. Boudurant. The Hansen Trust  
23 alleged claims for Quiet Title and Equitable Relief, Breach of Contract, Equitable  
24 Relief (stet) and Civil Conspiracy against Opportunity Homes and Thomas Lucas.  
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1 The essence of the Hansen Trust's claims in the consolidated cases was  
2 asserted to be that it sought to void the HOA foreclosure sale of the Subject  
3 Property. In each of the pleadings filed against each of the respective parties,  
4 the Hansen Trust set forth that Nona Tobin was the Trustee of the Hansen Trust  
5 dated 8/22/08, and that the claims were brought by the Trustee of the Hansen  
6 Trust on behalf of the Trust. Given it was asserted in all of the claims in the  
7 respective pleadings that the Hansen Trust was the purported owner of the  
8 property at issue at the time of the foreclosure sale, and that Ms. Tobin was the  
9 successor Trustee, the Court finds that the pleadings are consistent with the  
10 intention of the Court's Order granting intervention by the Hansen Trust. There  
11 was no intention by the Court to grant intervention to Ms. Tobin as an individual  
12 as there was no assertion in the January 2017 Motion to Intervene or in what  
13 were titled "cross-claims" and "counter-claims" that anyone or entity had asserted  
14 any joint or other form of ownership right with the Hansen Trust at the time of the  
15 foreclosure at issue.<sup>2</sup>  
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20 <sup>2</sup> The Court notes that on May 24, 2019, less than two weeks before trial was to commence,  
21 Counterclaimant filed a "Supplement" without leave of Court which had a "quitclaim deed" dated  
22 March 27, 2017 attached. It was contended that Ms. Tobin as the successor trustee of the  
23 Hansen Trust quitclaimed to herself as an individual effective March 27, 2017 whatever interest  
24 the Hansen Trust had in the subject property for no consideration. While the Court takes no  
25 position as to whether the quitclaim deed was proper within the terms of the trust as the Court  
26 was not shown the trust nor did anyone testify as to the language of the trust, the Court notes that  
27 the Court Record shows that in a prior pleading there were representations by Counterclaimant  
28 through its Trustee, Ms. Tobin, that she was one of two beneficiaries of the Trust. Second, even  
if the Court were to view the Supplement and its attachment as allowable, from a chronological  
standpoint, the purported transfer of ownership rights (whatever they were purported to be) did  
not take place until about two months after there was Notice of Entry of the Order on the Motion  
to Intervene which granted intervention to the Hansen Trust only in the present case. Thus,  
regardless of whether the "quitclaim deed" was valid or not, Ms. Tobin was not a proper party to  
the instant litigation as there was no timely request for her to intervene or any legal authority

1           3.     After the Hansen Trust filed what it asserted to be "cross-claims"  
2 and a "counter-claim", various pleadings were filed by the Intervenor Hansen  
3 Trust in which the phrase "Nona Tobin as an individual" was set forth in the  
4 caption and in some cases in the body of the document, despite the fact the  
5 Motion to Intervene was filed by the Trustee on behalf of the Trust and  
6 Intervention was only granted to the Hansen Trust. From a review of the Court  
7 Record, it appears that other parties to the action also included the incorrect  
8 caption that had been used by Intervenor Hansen Trust in some of their  
9 pleadings. It was not until a couple of months before trial was to commence in  
10 2019 that the error was brought to the attention of the Court. In 2019<sup>3</sup>, the Court  
11 was informed, and the Odyssey Record of the Eighth Judicial District confirms,  
12 that contrary to the scope of the Intervention granted by the Court, at some point  
13 in 2017 the Hansen Trust inserted Ms. Tobin's name incorrectly in the caption  
14 and then used her name in an individual capacity at some points in pleadings. In  
15 those same pleadings, however, the nature of the actions relating to the  
16 ownership of the property which was purportedly was owned by the Hansen  
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21 presented to the Court that she could intervene on her own behalf after she contended that she  
22 quitclaimed whatever interest the Hansen Trust purportedly had on or about March 27, 2017. As  
23 intervention by Ms. Tobin as an individual as distinct from her role as trustee was not timely or  
24 properly presented and hence was not granted, the Court finds that the trial properly commenced  
25 and concluded between the only parties that remained in the case.

26 <sup>3</sup> Indeed, at hearing(s) in 2019 after the Court was put on notice of what had occurred, in the  
27 presence of Ms. Tobin who was present as Trustee of the Hansen Trust with her counsel, the  
28 Court reminded all parties that it needed to strike pleadings that had been filed by Ms. Tobin  
herself. The Court confirmed with the parties that Ms. Tobin's role was solely as Trustee of the  
Hansen Trust and the Hansen Trust was represented by counsel. See, e.g. Hearing of April 23,  
2019, where the Court was informed, and then subsequent hearings where Ms. Tobin was  
present with her counsel where the issue was again communicated.

1 Trust at the time of the foreclosure remained the same. Further, there was no  
2 request of the Court, nor any grant of intervention by the Court, to allow Ms.  
3 Tobin to appear as an individual. Instead, Ms. Tobin's role was as Trustee of the  
4 Hansen Trust.

5  
6 4. On April 27, 2017, the Court heard Lucas and Opportunity Homes  
7 Motions for Summary Judgment and ruled thereon. There were other pending  
8 Motions including the HOA Motion to Dismiss the Hansen Trust's claims and  
9 related countermotions, which at the request of those who were present, were  
10 continued. The Court was informed that the Hansen Trust was not represented  
11 by counsel as required by EDCR 7.42. The remaining hearings were then reset  
12 to May 23<sup>rd</sup> and then May 25<sup>th</sup> to allow the Hansen Trust to obtain counsel and  
13 be prepared. On May 25<sup>th</sup>, 2017, the parties withdrew some of the pending  
14 Motions and requested that the ruling on others, including the HOA's Motion to  
15 Dismiss as to all of the Hansen's Trust's claims, be deferred as some of the  
16 parties were seeking NRED mediation.  
17

18 5. At the parties' request, the Court did not rule on those pending  
19 Motions. On September 19, 2017, the parties filed a Stipulation and Order and  
20 the following day they filed Notice of Entry Thereof. The Stipulation addressed  
21 all of the Counterclaimant Hansen Trust's claims with the HOA. Pursuant to the  
22 Stipulation and Order, the HOA's Motion, as it applied to the Hansen Trust (and  
23 to the extent that Ms. Tobin asserted at the time she was a party), was dismissed  
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1 other than the quiet title claim.<sup>4</sup> The Stipulation filed on September 17<sup>th</sup> provided:

- 2
- 3 1. That all claims against the HOA be dismissed without  
prejudice for the parties to attend mediation.
- 4
- 5 2. That the Court does not make a decision as to the quiet  
title claim at this time.
- 6
- 7 3. That the Court does not make any determination as to  
actions taken after the filing of the HOA's Motion at this  
8 time.
- 9
- 10 4. That the Counter-Motion(s) filed by Nona Tobin an  
Individual and Trustee of the Gordon B Hansen Trust be  
11 withdrawn without prejudice at this time.

12 **ORDER**

13 Based on the stipulations of the parties:

14

15 **THE COURT ORDERS:** All claims against Sun City  
16 Anthem Community Association are dismissed without  
prejudice to attend NRED mediation, except for the  
17 quiet title claim.

18 **THE COURT ORDERS** the counter-motions filed March  
3, 2017 and March 31, 2017 be **WITHDRAWN**  
19 **WITHOUT PREJUDICE.**

20 **THE COURT FUTHER ORDERS** the Motion to Dismiss  
21 is **GRANTED**, pursuant to a stipulation of the parties to  
all claims other than quiet title

22

23

24 <sup>4</sup> At the time of the Stipulation in 2017, the Court had not been informed that Ms. Tobin was not a  
25 proper party but merely an individual who had incorrectly been added to the caption. Placing  
26 oneself on a caption or in a pleading does not confer party status on that individual when  
intervention is only granted to the entity who claimed an interest in the property at the time of the  
foreclosure.

1 THE COURT FURTHER ORDERS the Motion to  
2 Dismiss is DENIED WITHOUT PREJUDICE in regards  
3 to the quiet title claim.

4 6. In light of the parties Stipulation to attend NRED mediation, the  
5 case was pending until the Court received notice that the NRED mediation had  
6 been completed. A Notice of completion of mediation was filed in November  
7 2017. Thereafter, in April 2018, the HOA filed an Answer to the only remaining  
8 claim between it and the Hansen Trust—i.e. Quiet Title. That was the only  
9 remaining claim pursuant to the parties Stipulation the preceding September.

10 7. In February 2019, the HOA filed a Motion for Summary Judgment  
11 with a limited Joinder by Nationstar.<sup>5</sup> At the request of the parties, the matter  
12 was heard on March 26, 2019. After a full oral argument, and taking fully into  
13 account the pleadings as well as the allowable evidence and oral argument, the  
14 Court GRANTED the HOA's Motion and Nationstar's limited Joinder thereto. The  
15 Court set forth its reasoning in open Court and then detailed its reasoning in the  
16 Findings of Fact and Conclusions of Law and Judgment thereon, which were filed  
17 on or about April 17, 2019 ("FFCL"). Notice of Entry was filed on April 18, 2019.

18 8. In its ruling on the HOA's Motion for Summary Judgment, the Court  
19 expressly found that "the totality of the facts evidence that the HOA properly  
20 followed the process and procedures in foreclosing upon the Property." See  
21 *FFCL filed on April 17, 2019, page 9, lines 5-6*. The Court, therefore, granted the  
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26 <sup>5</sup> That same month Nationstar, Opportunity Homes, and F. Bonderant filed a Stipulation to  
27 Dismiss with respect to their claims vis a vis each other. The parties also filed a Stipulation to  
28 Reform the Caption.

1 HOA's Motion for Summary Judgment as to the Hansen Trust's claim against the  
2 HOA for Quiet Title and Equitable Relief in seeking to void the HOA foreclosure  
3 sale. *See FFCL filed on April 17, 2019.*

4  
5 9. On April 23, 2019, at the hearing for Nationstar's Motion for  
6 Summary Judgment, the Court was informed that the only parties remaining in  
7 the case due to rulings and resolutions were Counterclaimant Hansen Trust, the  
8 Stokes on behalf of Jimijack and Lee d/b/a F. Bondurant. The Court was  
9 informed that prior captions had incorrectly set forth that Ms. Tobin was a party in  
10 her individual capacity. The Court was further informed and shown that  
11 Intervenor status had only been granted to the Hansen Trust which Ms. Tobin  
12 acted in the capacity of Trustee. Ms. Tobin, according to the official record of the  
13 consolidated cases, had never been granted leave to intervene as an individual.  
14 In light of the fact there was a pending resolution between various entities, but  
15 there were still counterclaims outstanding involving the Hansen Trust, the Pre-  
16 Trial Conference set for April 25, 2019, remained on calendar so that the trial  
17 could be set with respect to the remaining claims of the Hansen Trust.  
18

19  
20 10. At that same April 23<sup>rd</sup> hearing, due to the fact that Ms. Tobin had  
21 filed documents on her own whilst the Trust was represented by counsel, those  
22 purported pleadings filed by Ms. Tobin were considered rogue documents. Since  
23 they were rogue documents, they were stricken in accordance with the rules.

24  
25 11. On April 29, 2019, the Hansen Trust filed a Motion for  
26 Reconsideration of the Court's ruling on the HOA's Motion for Summary  
27

1 Judgment. The hearing on the Motion was held on May 29, 2019. After full oral  
2 argument and a review of the pleadings, the Motion was denied.<sup>6</sup> On May 30,  
3 2019, the Court entered its Order Denying the Hansen Trust's Motion for  
4 Reconsideration of its ruling granting Summary Judgment in favor of the HOA.  
5 The denial was based both on procedural and substantive grounds. The Order  
6 Denying the Motion for Reconsideration was filed on May 31, 2019, and the  
7 Notice of Entry of same was filed on May 31, 2019.  
8

9 12. On June 5, 2019, the Bench Trial commenced. Ms. Tobin testified  
10 on behalf of Counterclaimant. Counterclaimant did not call any other witnesses.  
11 After a full trial on the merits of the case, and taking into account the evidence  
12 the Court can take into account, the Court finds that Counterclaimant did not  
13 meet her burden by a preponderance of the evidence on any of her claims for  
14 Quiet Title and Equitable Relief, Fraudulent Reconveyance, Unjust Enrichment,  
15 Civil Conspiracy and Injunctive Relief as alleged against Jimijack.  
16

17 8. After a full trial on the merits of the case, and taking into account  
18 the evidence the Court can take into account, the Court further finds that  
19 Counterclaimant did not meet her burden by a preponderance of the evidence on  
20 any of her claims for Fraudulent Conveyance, Quiet Title and Equitable Relief  
21 and Civil Conspiracy against Lee on behalf of F. Bonderant.  
22

23 **CONCLUSIONS OF LAW**  
24

25 <sup>6</sup> At that hearing, the Court again reminded Ms. Tobin and her counsel that it was not proper for  
26 Ms. Tobin, who was represented by counsel, to file documents on her own and also that her role  
in the consolidated cases was as Trustee for the Hansen Trust consistent with the Court's ruling  
in 2017 on the Motion to Intervene.  
27

1           1.     NRS Chapter 116 specifically authorizes a homeowners'  
2 association to foreclose on the entirety of its delinquent assessment lien against  
3 the homeowner. *See NRS 116.31162-116.31168*. In this case, the Court has  
4 found that the HOA complied with the statutes, all required notices were  
5 provided, there was a default when the power of sale was exercised, and the  
6 HOA had the authority to foreclose upon the Subject Property. *See FFCL filed*  
7 *on April 17, 2019*. Thus, pursuant to NRS Chapter 116, any and all rights and  
8 interests the Hansen Trust had in the Subject Property was divested and  
9 extinguished at the time of the HOA foreclosure sale.

11           2.     “A valid and final judgment on a claim precludes a second action  
12 on that claim or any part of it.” *Univ. of Nev. v. Tarkanian*, 110 Nev. 581, 599  
13 (1994). Claim preclusion applies when: “(1) the parties or their privies are the  
14 same; (2) the final judgment is valid; and (3) the subsequent action is based on  
15 the same claims or any part of them that were or could have been brought in the  
16 first case.” *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1054 (2008). The  
17 Hansen Trust’s claim for Quiet Title/Equitable Relief in seeking to void the HOA  
18 sale was fully adjudicated by the Court pursuant to the HOA’s Motion for  
19 Summary Judgment wherein the Court entered its FFCL, which was filed on  
20 April 17, 2019. The Hansen Trust, therefore, cannot re-litigate the same claim or  
21 any part thereof. The other claims also fail as they request the Court make a  
22 ruling inconsistent with its ruling on the Motion for Summary Judgment.

25           3.     “The doctrine of the law of the case cannot be avoided by a more  
26

1 detailed and precisely focused argument subsequently made after reflection  
2 upon the previous proceedings." *Hall v. State*, 91 Nev. 314, 316, 535 P.2d 797,  
3 799 (1975). The Court's FFCL granting Summary Judgment in favor of the HOA  
4 that was filed on April 17, 2019, is the law of the case as to the Hansen Trust's  
5 claim for Quiet Title and Equitable Relief in seeking to void the HOA sale. The  
6 Hansen Trust, therefore, cannot avoid the doctrine of the law of the case which  
7 not only precludes its Quiet Title and Equitable Relief claims but since its other  
8 claims against Jimijack and Lee and contingent upon a finding in its favor on the  
9 quiet title claim or the premises upon which it is built, those claims fail as well.  
10

11 4. In addition to the claims already being precluded given there is  
12 both issue preclusion through law of the case, in the present matter, the Court  
13 had also denied the Counterclaimant's Motion for Reconsideration shortly before  
14 the trial commenced. Thus, the Court had already reviewed its decision both  
15 procedurally and substantively. Accordingly, the law of the case in the present  
16 action would apply for the independent reason that the underlying decision had  
17 already been reviewed and re-affirmed by the Court.  
18

19 5. Even if Counterclaimant could try to contend that any of its claims  
20 were not barred by issue and claim preclusion, then Counterclaimant's claims all  
21 still fail as it failed to meet its burden of proof on any of its claims. Specifically,  
22 Ms. Tobin as Trustee for the Hansen Trust conceded on direct examination that  
23 the house had been subject to multiple short sale potential escrows as the  
24 house was in default with the lender. She also conceded that there was a late  
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1 payment to the HOA. Thus, at least \$25.00 was owed to the HOA at some  
2 point. While she disagreed whether the HOA could assess the charges that she  
3 asserted were added to the Hansen Trust account as a result of the Hansen  
4 Trust's failure to pay its dues on time, she provided no evidence that the charges  
5 were inaccurate or impermissible. She also testified that she received a Notice  
6 of Foreclosure Sale on the property. She failed to identify any individuals with  
7 whom the Hansen Trust had a contract with or any individuals who engaged in a  
8 purported conspiracy. Thus, the testimony of the Trustee of the Hansen Trust  
9 demonstrated that the Hansen Trust could not meet its burden on any of the  
10 claims asserted against any of the Counter-Defendants. The failure of  
11 Counterclaimant to meet its burden of proof is an independent basis which  
12 requires the Court to find in favor of Counter-Defendants and against  
13 Counterclaimant.  
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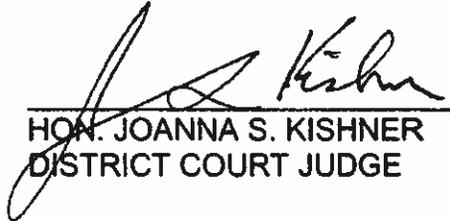
16 **THEREFORE, PURSUANT TO THE ABOVE FINDINGS OF FACT AND**  
17 **CONCLUSIONS OF LAW, IT IS HEREBY ORDERED, ADJUDGED, AND**  
18 **DECREED** that Judgment shall be entered in favor of Jimijack and Lee and  
19 against the Hansen Trust as to all claims alleged against them by the Hansen  
20 Trust .  
21

22 **IT IS FURTHER HEREBY ORDERED, ADJUDGED, AND DECREED**  
23 that the Lis Pendens recorded against the Subject Property by the Hansen Trust  
24 shall be cancelled and expunged.  
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Counsel for Counter-Defendants is directed pursuant to NRCP 58 (b) and (e) to file and serve Notice of Entry of the Court's findings and Judgment within fourteen days hereof.

IT IS SO ORDERED this 24<sup>th</sup> day of June, 2019.

  
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HON. JOANNA S. KISHNER  
DISTRICT COURT JUDGE

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**CERTIFICATE OF SERVICE**

I hereby certify that on or about the date filed, a copy of this Order was served via Electronic Service to all counsel/registered parties, pursuant to the Nevada Electronic Filing Rules, and/or served via in one or more of the following manners: fax, U.S. mail, or a copy of this Order was placed in the attorney's file located at the Regional Justice Center:

**ALL PARTIES SERVED VIA E-SERVICE**

  
TRACY L. CORDOBA-WHEELER  
Judicial Executive Assistant

**EXHIBIT "B"**



