

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. STOKES and SANDRA F. STOKES as Trustees of the JIMIJACK IRREVOCABLE TRUST; REDROCK FINANCIAL SERVICES; and NATIONSTAR MORTGAGE, LLC,

Respondents.

Electronically Filed
Oct 01 2021 10:15 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

Case No.: 82294

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

**APPENDIX
VOLUME 19 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

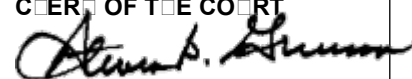
Fax: 702-541-9500

Attorney for Appellant Nona Tobin

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MAURICE WOOD
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134
Tel: (702) 463-7616 Fax: (702) 463-6224



JMOT

AARON R. MAURICE, ESQ.
Nevada Bar No. 6412
BRITTANY WOOD, ESQ.
Nevada Bar No. 7562
ELIZABETH E. ARONSON, ESQ.
Nevada Bar No. 14472

MAURICE WOOD

9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134
Telephone: (702) 463-7616
Facsimile: (702) 463-6224
E-Mail: amaurice@mauricewood.com
bwood@mauricewood.com
earonson@mauricewood.com

Attorneys for Defendants,
BRIAN CHIESI AND DEBORA CHIESI,
erroneously sued as Brian Chiesti and Debora
Chiesti, and QUICKEN LOANS INC.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

* * *

NONA TOBIN, an individual,
Plaintiff,

vs.

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

Defendants.

CASE NO. A-19-799890-C

DEPT NO. 22

**BRIAN AND DEBORA CHIESI AND
QUICKEN LOAN INC.'S JOINDER
TO DEFENDANT RED ROCK
FINANCIAL SERVICES' MOTION
TO DISMISS PLAINTIFF'S
AMENDED COMPLAINT**

Hearing Date: July 28, 2020

Hearing Time: 8:30 a.m.

*[filed concurrently with Request for
Judicial Notice]*

COME NOW, Defendants, Brian Chiesi and Debora Chiesi (collectively, "Chiesis"),
erroneously sued as Brian Chiesti and Debora Chiesti, and Quicken Loans Inc. (together with the
Chiesis, "Chiesi Defendants"), by and through their attorneys of record, MAURICE WOOD, and
hereby file their Joinder to Red Rock Financial Services' ("Red Rock") Motion to Dismiss
Plaintiff's Amended Complaint.

1 This Joinder is made and based on the Points & Authorities herein, any pleadings on file
2 with the Court and any oral argument which this Court may choose to entertain.

3 **POINTS AND AUTHORITIES**

4 **I.**

5 **INTRODUCTION**

6 Plaintiff Nona Tobin (“Tobin”), both in her individual capacity and in her capacity as
7 trustee of the Gordon B. Hansen Trust, has been attempting to set aside the August 15, 2014 NRS
8 Chapter 116 foreclosure sale (“HOA Foreclosure”) of 2763 White Sage Drive, Henderson, Nevada
9 89052 (“Property”) for years. Specifically, on January 31, 2017, and February 1, 2017, Tobin, in
10 her capacity as Trustee of the Gordon B. Hansen Trust, filed three pleadings in the matter of Joel
11 A. Stokes and Sandra F. Stokes, trustees of the Jimijack Irrevocable Trust vs. Bank of America et
12 al., Case No. A-15-720032-C (“Quiet Title Litigation”): (1) “Nona Tobin’s Crossclaim for Quiet
13 Title Against Sun City Anthem Community Association, Inc.”; (2) “Nona Tobin’s Answer to
14 Plaintiff’s Complaint and Counterclaim”; and (3) “Nona Tobin’s Crossclaim Against Thomas
15 Lucas d/b/a Opportunity Homes, LLC” (collectively, “Tobin’s Quiet Title Claims”). In the Quiet
16 Title Litigation, like here, Tobin asserted that the HOA Foreclosure was void and that various
17 parties were allegedly unjustly enriched by the HOA Foreclosure.

18 With regard to the claims asserted in the Quiet Title Litigation against the HOA, Judge
19 Kishner determined that the HOA properly followed the processes and procedures of NRS Chapter
20 116 for the HOA Foreclosure. On that basis, summary judgment was entered in favor of the HOA.
21 With regard to the counterclaim, following a bench trial, Judge Kishner entered judgment in favor
22 of the Jimijack Irrevocable Trust finding: (1) issue and claim preclusion, and the doctrine of the
23 law of the case precluded all claims against the Jimijack Irrevocable Trust as each claim was
24 contingent upon a finding that the HOA Foreclosure was void; and (2) even if the claims were not
25 barred by issue and claim preclusion, the counterclaims failed based on Tobin’s own trial
26 testimony in which she acknowledged the house had been subject to multiple short sales, the Trust
27 was in default with the lender and the HOA, and Tobin had received the Notice of Foreclosure
28 Sale. The Orders entered by Judge Kishner in the Quiet Title Litigation constitute a final judgment.

1 The final judgment in the Quiet Title Litigation was appealed to the Nevada Supreme Court
2 and remains pending. Rather than seeking a stay of the judgment pending appeal, Tobin filed this
3 new action, asserting the same claims that were previously rejected by Judge Kishner's final
4 judgment.

5 As set forth in Red Rock's Motion, and as will be demonstrated below, Tobin's claims here
6 are barred by issue preclusion and claim preclusion which act to bar further claims by parties *or*
7 *their privies* based on claims that were or could have been raised in the initial case. Accordingly,
8 Tobin's Amended Complaint should be dismissed with prejudice and this Court should award
9 Defendants their attorney's fees pursuant to NRS 18.010(2)(b) to deter Tobin from her ongoing
10 pattern of vexatious litigation.

11 **II.**

12 **STATEMENT OF FACTS RELEVANT TO THE CHIESI DEFENDANTS**

13 **A. Tobin is in privity with the Hansen Trust**

14 In 2003, Gordon B. Hansen and Marilyn Hansen purchased the Property for \$388,311. See
15 Request for Judicial Notice ("RJN"), Exhibit 1. On June 11, 2004, Marilyn Hansen transferred
16 her interest in the Property to Gordon Hansen. See RJN Exhibit 2. On July 22, 2004, Gordon
17 Hansen obtained a loan secured by the Property. See Amended Complaint ¶13(b).

18 On August 27, 2008, Gordon Hansen transferred the Property to the Gordon B. Hansen
19 Trust ("Hansen Trust"). See RJN Exhibit 3.

20 In 2012, Mr. Hansen died. At the time of Mr. Hansen's death, two loans secured by the
21 Property had balances in excess of the Property's fair market value (the first loan had an
22 outstanding balance of \$389,000 and the second loan had an outstanding balance of \$15,000). See
23 Amended Complaint ¶13(a)-(b).

24 In 2012, the Hansen Trust defaulted on the HOA assessments for the Property. See RJN,
25 Exhibit 4 (Finding of Fact No. 4).

26 On October 3, 2012, Tobin sent a letter to the HOA informing the HOA that Gordon
27 Hansen passed away ("Tobin Letter"). See RJN, Exhibit 4 (Finding of Fact No. 7). The Tobin
28 Letter acknowledged that the HOA assessments were delinquent and advised the HOA that Tobin

1 was attempting to short sell the Property. The Tobin Letter also advised the HOA that no further
2 assessments would be paid during the short sale process. See RJN, Exhibit 4 (Finding of Fact No.
3 9). No further HOA assessments were paid after the Tobin Letter. See RJN, Exhibit 4 (Finding of
4 Fact No. 10). The HOA thereafter properly followed the processes and procedures in foreclosing
5 upon the Property in accordance with NRS Chapter 116. See RJN, Exhibit 4 (Conclusion of Law
6 No. 11).

7 The HOA Foreclosure took place on August 15, 2014, whereby the HOA, through its agent
8 Red Rock, sold the Property to Thomas Lucas representing Opportunity Homes, LLC for \$63,100.
9 See RJN, Exhibit 4 (Finding of Fact No. 30).

10 On August 22, 2014, a foreclosure deed was recorded transferring title to the Property to
11 Opportunity Homes, LLC. See RJN Exhibit 5.

12 On June 9, 2015, Opportunity Homes, LLC transferred its interest in the Property to F.
13 Bondurant, LLC. See RJN Exhibit 6.

14 On June 9, 2015, F. Bondurant, LLC transferred its interest in the Property to Joel A. Stokes
15 and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (“Jimijack”). See RJN Exhibit
16 7. On June 16, 2015, Jimijack initiated the Quiet Title Litigation.

17 On November 15, 2016, Tobin in her capacity as Trustee of the Gordon B. Hansen Trust,
18 filed a Motion to Intervene in the Quiet Title Litigation. See RJN Exhibit 8.

19 On January 11, 2017, the Order Granting Applicant Nona Tobin’s Motion to Intervene was
20 entered in the Quiet Title Litigation. See RJN Exhibit 9.

21 On January 31, 2017, Tobin, in her capacity as Trustee of the Gordon B. Hansen Trust,
22 filed a document entitled “Nona Tobin’s Crossclaim for Quiet Title Against Sun City Anthem
23 Community Association, Inc.” See RJN Exhibit 10.

24 On February 1, 2017, Tobin, in her capacity as Trustee of the Gordon B. Hansen Trust,
25 filed a document entitled “Nona Tobin’s Answer to Plaintiff’s Complaint and Counterclaim”. See
26 See RJN Exhibit 11.

1 On February 1, 2017, Tobin, in her capacity as Trustee of the Gordon B. Hansen Trust,
2 filed a document entitled “Nona Tobin’s Crossclaim Against Thomas Lucas d/b/a Opportunity
3 Homes, LLC”. See RJN Exhibit 12.

4 Despite the fact that the valid HOA Foreclosure extinguished the Gordon B. Hansen Trust’s
5 interest in the Property, on March 28, 2017, Nona Tobin, in her capacity as the trustee of the
6 Gordon B. Hansen Trust, recorded a wild deed, purporting to transfer the Property to Nona Tobin
7 by Quitclaim Deed. See RJN, Exhibit 13. The Quitclaim Deed to Tobin constitutes a “wild” deed
8 (i.e., a deed outside the chain of title (see Snow v. Pioneer Title Ins. Co., 84 Nev. 480, 444 P.2d
9 125 (Nev. 1968))), as, at the time the Quitclaim Deed was recorded, the Gordon B. Hansen Trust’s
10 interest in the Property had already been extinguished as a result of the valid HOA Foreclosure
11 conducted nearly three years earlier. See RJN, Exhibit 4 (Conclusion of Law No. 11).

12 There is no question that Nona Tobin, in her individual capacity, is in privity with the
13 Gordon B. Hansen Trust, as the Quitclaim Deed purports to transfer any interest the Gordon B.
14 Hansen Trust had in the Property to Nona Tobin, individually. Bower v. Harrah's Laughlin, Inc.,
15 125 Nev. 470, 481, 215 P.3d 709, 718 (Nev. 2009)(A person is in privity with another if the person
16 acquired an interest in the subject matter affected by the judgment through one of the parties such
17 as by inheritance, succession, or purchase).

18 On April 17, 2019, Judge Kishner entered her Findings of Fact, Conclusions of Law and
19 Order on Cross-Defendant Sun City Anthem Community Association’s Motion to Summary
20 Judgment (“Quiet Title Order”). See RJN Exhibit 4. Judge Kishner’s Quiet Title Order includes
21 detailed factual findings with regard to the HOA Foreclosure. Judge Kishner found:

22 HOA has met its burden in establishing that there is no genuine issue
23 of material fact and that it is entitled to summary judgment. Tobin
24 has failed to meet her burden in opposing the Motion . . . The totality
of the facts evidence that the HOA properly followed the processes
and procedures in foreclosing upon the Property.

25 See RJN Exhibit 4 (Conclusion of Law No. 11).

26 Judge Kishner thereafter conducted a bench trial to resolve the only remaining claims in
27 the Quiet Title Litigation – the Counterclaims asserted by the Hansen Trust in the Answer and
28 Counterclaim. See RJN Exhibit 14, n.1. Following the bench trial, Judge Kishner entered judgment

1 in favor of the Jimijack finding that issue and claim preclusion, and the doctrine of the law of the
2 case precluded all claims against Jimijack as each claim was contingent upon a finding that the
3 HOA Foreclosure was void. See id. at Conclusion of Law Nos. 1-4. Because the Court had already
4 determined in its Quiet Title Order that the HOA Foreclosure followed the processes and
5 procedures of NRS Chapter 116, the Court found that none of the remaining claims could stand
6 against the Jimijack as Jimijack acquired title to the Property through the purchaser at the valid
7 HOA Foreclosure. In addition, the Court found that even if the claims were not barred by issue
8 and claim preclusion, the Counterclaims failed based on Tobin's own trial testimony in which she
9 acknowledged the house had been subject to multiple short sales, the Trust was in default with the
10 lender and the HOA, and Tobin had received the Notice of Foreclosure Sale. Id. at Conclusion of
11 Law No. 5.

12 On July 24, 2019, the Judgment was recorded in the Official Records of Clark County,
13 Nevada. Id.

14 **B. The Chiesi Defendants are in privity with Jimijack**

15 On May 1, 2019, Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack
16 Irrevocable Trust, transferred the Property to Joel A. Stokes. See RJN Exhibit 15. Thereafter, on
17 December 27, 2019, Joel Stokes sold the Property to the Chiesis for \$505,000. See RJN Exhibit
18 16. To finance their purchase of the Property the Chiesis obtained a \$353,500 loan from Quicken
19 Loans, Inc. See RJN Exhibit 17. Having acquired their interest in the Property from Joel Stokes,
20 the Chiesi Defendants are in privity with a party to the Quiet Title Litigation. Bower v. Harrah's
21 Laughlin, Inc., 125 Nev. 470, 481, 215 P.3d 709, 718 (Nev. 2009)(A person is in privity with
22 another if the person acquired an interest in the subject matter affected by the judgment through
23 one of the parties such as by inheritance, succession, or purchase). Tobin's Amended Complaint
24 does not allege – nor is there any evidence to suggest – that the Chiesi Defendants' purchase of
25 the Property was not at arm's length, for fair market value. The Chiesi Defendants purchased the
26 Property (and in the case of the lender, lent money secured by the Property) in good faith, for
27 valuable consideration. Tobin's assertion of an interest in the Property by way of the wild deed
28

1 fails as a matter of law. See Snow v. Pioneer Title Ins. Co., 84 Nev. 480, 444 P.2d 125 (Nev.
2 1968).

3 III.

4 STANDARD OF REVIEW

5 Pursuant to NRCP 12(b)(5), dismissal of a claim is appropriate if it appears with certainty
6 that a plaintiff can prove no set of facts which would entitle him or her to relief under the claim.
7 Edgar v. Wagner, 101 Nev. 226, 228, 699 P.2d 110, 112 (Nev. 1985). In making this
8 determination, all allegations pled must be accepted as true. Capital Mortgage Holding v. Hahn,
9 101 Nev. 314, 705 P.2d 126 (Nev. 1985). The test for determining whether the allegations are
10 sufficient to assert a claim for relief is whether the allegations give fair notice of the nature and
11 basis of a legally sufficient claim and the relief requested. See Riviera v. City of Reno, 100 Nev.
12 68, 70, 675 P.2d 407, 408 (Nev. 1984). The allegations in the complaint must be legally sufficient
13 to constitute the elements of the claim asserted. See Malfabon v. Garcia, 111 Nev. 793, 796, 898
14 P.2d 107, 108 (Nev. 1995). Where the plaintiff has failed to state the necessary elements of the
15 predicate claim, or has pled a claim which is legally barred as pled, the plaintiff fails to state a
16 claim upon which relief can be granted pursuant to Rule 12(b)(5), and the claim must be dismissed.
17 See Hale v. Burkhardt, 104 Nev. 632, 764 P.2d 866 (Nev. 1988). Whether claim preclusion is
18 available is a question of law. G.C. Wallace, Inc. v. Eighth Judicial Dist. Court, 127 Nev. 701,
19 705, 262 P.3d 1135, 1137 (Nev. 2011).

20 As will be demonstrated below, Tobin's Amended Complaint fails to state a claim against
21 the Chiesi Defendants upon which relief may be granted. Accordingly, dismissal is required under
22 NRCP 12(b)(5).

23 IV.

24 ARGUMENT

25 A. Tobins's Amended Complaint is barred by claim preclusion.

26 In 2008, the Nevada Supreme Court clarified Nevada law regarding *res judicata* and
27 collateral estoppel, adopting the modern terminology of claim and issue preclusion respectively,
28 and establishing separate tests for each. See Five Star Capital Corp. v. Ruby, 124 Nev. 1048, 194

P.3d 709 (2008). The Five Star Court set forth a three-part test for determining whether claim preclusion should apply: (1) the parties *or their privies* are the same; (2) the final judgment is valid; and (3) the subsequent action is based on the same claims or any part of them that were or could have been brought in the first case. Id. at 1054, 194 P.3d at 713. The majority of state and federal courts utilize these three factors. Id. at 1054, 194 P.3d at 713. Claim preclusion generally applies to all grounds of recovery, regardless of the nature or category of damages request. Id. At 1058, 194 P.3d at 715. A policy-driven doctrine, claim preclusion is designed to promote finality of judgments and judicial efficiency by requiring a party to bring all related claims against its adversary in a single suit, on penalty of forfeiture. Id. “[A]ll claim based on the same facts and alleged wrongful conduct that were or could have been brought in the first proceeding are subject to claim preclusion.” G.C. Wallace, 127 Nev. 701, 707, 262 P.3d 1135, 1139 (Nev. 2011)(finding that because a tenant’s default gave rise to both a landlord’s summary eviction as well as the landlord’s later damages for breaching the lease, the two actions were based upon an identical set of facts that could have been brought simultaneously). Here, each of the three Five-Star factors are met such that this Court should dismiss Tobin’s Amended Complaint.

1. The parties or their privies are the same.

Even though Nona Tobin did not have a record interest in the Property at the time she moved to intervene in the Quiet Title Litigation, there is no question that Nona Tobin, in her individual capacity, is in privity with the Gordon B. Hansen Trust, as the Quitclaim Deed purports to transfer any interest the Gordon B. Hansen Trusts had in the Property to Nona Tobin, individually. Bower v. Harrah's Laughlin, Inc., 125 Nev. 470, 481, 215 P.3d 709, 718 (Nev. 2009)(A person is in privity with another if the person acquired an interest in the subject matter affected by the judgment through one of the parties such as by inheritance, succession, or purchase). See RJN, Exhibit 13. Although the Quitclaim Deed to Tobin constitutes a “wild” deed (i.e., a deed outside the chain of title (see Snow v. Pioneer Title Ins. Co., 84 Nev. 480, 444 P.2d 125 (Nev. 1968))), Tobin is nonetheless bound by the final judgment entered against the Gordon B. Hansen Trust. Bower v. Harrah's Laughlin, Inc., 125 Nev. 470, 481, 215 P.3d 709, 718 (Nev. 2009).

1 **2. The final judgment is valid.**

2 The Quiet Title Litigation resulted in a final judgment entered on June 24, 2019. See RJN,
3 Exhibit 14. Before entry of the final judgment, Tobin, in her capacity as trustee, appealed. Rather
4 than seeking a stay of the judgment pending appeal, Tobin filed this new action, asserting the same
5 claims that were previously rejected by Judge Kishner’s final judgment. Regardless, a judgment
6 on appeal retains its preclusive effect for purposes of both claim and issue preclusion. See Edwards
7 v. Ghandour, 123 Nev. 105, 117, 159 P.3d 1086, 1094 (Nev. 2007), disagreed with on other
8 grounds in Five Star, 124 Nev. at 1053-54, 194 P.3d at 712-13.

9 **3. The subsequent action is based on the same claims.**

10 Issue preclusion may be applicable “even though the causes of action are substantially
11 different, if the same fact issue is presented.” LaForge v. State, University System, 116 Nev. 415,
12 420, 997 P.2d 130,134 (Nev. 2000)(citing Clark v. Clark, 80 Nev. 52, 56, 389 P.2d 69, 71 (1964)).
13 The court in the prior action must have addressed and decided the same underlying factual issues.
14 Id.

15 Here, while the claims for relief have been restated, the issue presented in the Amended
16 Complaint is the same issue that was previously fully adjudicated in the Quiet Title Litigation, i.e.,
17 whether the HOA Foreclosure was proper. Compare RJN Exhibits 10-12 with the Amended
18 Complaint in this action. In both of the Orders entered in the Quiet Title Litigation, Judge Kishner
19 considered, and rejected as futile, Tobin’s attempt to challenge the validity of the sale – based on
20 Tobin’s own letter and trial testimony. See RJN, Exhibits 4 and 14.

21 By filing a second complaint regarding the same transaction that was involved in the Quiet
22 Title Litigation, Tobin is impermissibly attempting to have this Court substitute its judgment for
23 that of Judge Kishner – and worse the Nevada Supreme Court’s review of the Quiet Title
24 Litigation. Tobin’s Amended Complaint goes against the public policy reasons supporting claim
25 preclusion which is founded upon the “public policy of limiting litigation by preventing a party
26 who had one full and fair opportunity to litigate an issue from again drawing it into controversy.”
27 Bower v. Harrah’s Laughlin, Inc., 125 Nev. 37, 215 P.3d 709, 718 (Nev. 2009). Tobin has already
28 caused several of the Defendants to this action to needlessly incur thousands of dollars in attorney’s

1 fees defending against the frivolously filed Quiet Title Litigation. Now, Tobin also forces new
2 innocent purchasers to defend against her frivolous claims.

3 Tobin's Amended Complaint constitutes a pattern of harassing and vexatious litigation.
4 This is precisely the type of case that the public policy supporting claim preclusion is designed
5 to prevent. Accordingly, this Court should find that Tobin's Complaint is barred by the doctrine
6 of claim preclusion.

7 **B. This Court should award the Chiesi Defendants their attorney's fees incurred in**
8 **defense of Tobin's frivolous claims.**

9 When a claim is brought or maintained without reasonable ground, NRS 18.010(2)(b)
10 allows the Court to award the prevailing party its attorney's fees incurred in defending against the
11 groundless claims. NRS 18.010(2)(b) provides:

12 (2) In addition to the cases where an allowance is authorized by
13 specific statute, the court may make an allowance of attorney's fees
14 to a prevailing party:

15

16 (b) Without regard to the recovery sought, when the court finds that
17 the claim, counterclaim, cross-claim or third-party complaint or
18 defense of the opposing party **was brought or maintained without**
19 **reasonable ground or to harass the prevailing party. The court**
20 **shall liberally construe the provisions of this paragraph in favor**
21 **of awarding attorney's fees in all appropriate situations.** It is the
22 intent of the Legislature that the court award attorney's fees pursuant
23 to this paragraph and impose sanctions pursuant to Rule 11 of the
24 Nevada Rules of Civil Procedure in all appropriate situations to
25 punish for and deter frivolous or vexatious claims and defenses
26 because such claims and defenses overburden limited judicial
27 resources, hinder the timely resolution of meritorious claims and
28 increase the costs of engaging in business and providing
professional services to the public.

(emphasis added).

23 The Nevada Supreme Court has interpreted NRS 18.010(2)(b) to require the trial court to
24 determine whether a party had reasonable grounds for its claims or defenses. See Bergman v.
25 Boyce, 109 Nev. 670, 856 P.2d 560 (Nev. 1993)(finding that the trial court abused its discretion
26 in denying defendant's motion for attorney's fees where some of plaintiff's claims were
27 groundless). A claim is groundless if the claim is not supported by any credible evidence. Id. at
28 675, 856 P.2d at 563.

Here, as set forth above, Tobin's Amended Complaint is the latest in a pattern of harassing and vexatious litigation. Although Judge Kishner previously denied the parties' request for sanctions, the Court did so "without prejudice." Unless this Court imposes sanctions against Tobin by requiring Tobin to reimburse the Chiesi Defendants for their attorney's fees, Tobin will continue to abuse the legal system by filing further frivolous and vexatious claims that overburden the limited judicial resources of this Court, thereby hindering the timely resolution of meritorious claims and increasing the costs of engaging in business and providing professional services to the public. This is precisely the type of case the Nevada Legislature sought to deter by enacting NRS 18.010(2)(b). Accordingly, this Court should award the Chiesi Defendants their reasonable attorney's fees.

V.

CONCLUSION

As demonstrated above and as previously determined by Judge Kishner, Tobin's claims against the Chiesi Defendants find no support in fact or law. Accordingly, Tobin's Amended Complaint should be dismissed, with prejudice, and this Court should award the Chiesi Defendants their attorney's fees pursuant to NRS 18.010(2)(b) to deter Tobin from continuing her pattern of vexatious litigation.

DATED this 6th day of July, 2020.

MAURICE WOOD

By /s/Brittany Wood

AARON R. MAURICE, ESQ.
Nevada Bar No. 006412
BRITTANY WOOD, ESQ.
Nevada Bar No. 007562
ELIZABETH E. ARONSON, ESQ.
Nevada Bar No. 14472
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134

Attorneys for Defendants,
BRIAN CHIESI AND DEBORA CHIESI,
erroneously sued as Brian Chiesti and Debora
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MAURICE WOOD
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134
Tel: (702) 463-7616 Fax: (702) 463-6224

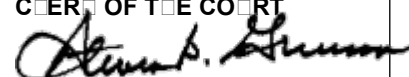
CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Maurice Wood, and that on the 6th day of July, 2020, I caused to be served a true and correct copy of the foregoing **BRIAN AND DEBORA CHIESI AND QUICKEN LOAN INC.'S JOINDER TO DEFENDANT RED ROCK FINANCIAL SERVICES' MOTION TO DISMISS PLAINTIFF'S 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.

/s/ Brittany Wood
An Employee of MAURICE WOOD

MAURICE WOOD
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134
Tel: (702) 463-7616 Fax: (702) 463-6224



RJFN

AARON R. MAURICE, ESQ.

Nevada Bar No. 6412

BRITTANY WOOD, ESQ.

Nevada Bar No. 7562

ELIZABETH E. ARONSON, ESQ.

Nevada Bar No. 14472

MAURICE WOOD

9525 Hillwood Drive, Suite 140

Las Vegas, Nevada 89134

Telephone: (702) 463-7616

Facsimile: (702) 463-6224

E-Mail: amaurice@mauricewood.com

bwood@mauricewood.com

earonson@mauricewood.com

Attorneys for Defendants,
BRIAN CHIESI AND DEBORA CHIESI,
erroneously sued as Brian Chiesti and Debora
Chiesti, and QUICKEN LOANS INC.

DISTRICT COURT

CLARK COUNTY, NEVADA

* * *

NONA TOBIN, an individual,
Plaintiff,

vs.

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

Defendants.

CASE NO. A-19-799890-C

DEPT NO. 22

REQUEST FOR JUDICIAL NOTICE

Hearing Date: July 28, 2020

Hearing Time: 8:30 a.m.

*[filed concurrently with Joinder to
Motion to Dismiss]*

COME NOW, Defendants, Brian Chiesi and Debora Chiesi (collectively, "Chiesis"),
erroneously sued as Brian Chiesti and Debora Chiesti, and Quicken Loans Inc. (together with the
Chiesis, "Chiesi Defendants"), by and through their attorneys of record, MAURICE WOOD, and
hereby request that this Court take judicial notice of the following:

1 1. Grant, Bargain, Sale Deed recorded in the Official Records of Clark County,
2 Nevada on July 31, 2003, as Instrument Number 200307310004442. A true and correct copy is
3 attached hereto as Exhibit 1.

4 2. Quitclaim Deed recorded in the Official Records of Clark County, Nevada on June
5 11, 2004, as Instrument Number 200406110005547. A true and correct copy is attached hereto as
6 Exhibit 2.

7 3. Grant, Bargain, Sale Deed recorded in the Official Records of Clark County,
8 Nevada on August 27, 2008, as Instrument Number 200808270003627. A true and correct copy
9 is attached hereto as Exhibit 3.

10 4. Findings of Fact, Conclusions of Law and Order on Cross-Defendant Sun City
11 Anthem Community Association's Motion for Summary Judgment filed on April 17, 2019, in the
12 Eighth Judicial District Court for the State of Nevada in the matter of Joel A. Stokes and Sandra
13 F. Stokes, trustees of the Jimijack Irrevocable Trust vs. Bank of America et al., Case No. A-15-
14 720032-C ("Quiet Title Litigation"). A true and correct copy is attached hereto as Exhibit 4.

15 5. Foreclosure Deed recorded in the Official Records of Clark County, Nevada on
16 August 22, 2014, as Instrument Number 201408220002548. A true and correct copy is attached
17 hereto as Exhibit 5.

18 6. Quitclaim Deed recorded in the Official Records of Clark County, Nevada on June
19 9, 2015, as Instrument Number 201506090001537. A true and correct copy is attached hereto as
20 Exhibit 6.

21 7. Quitclaim Deed recorded in the Official Records of Clark County, Nevada on June
22 9, 2015, as Instrument Number 201506090001545. A true and correct copy is attached hereto as
23 Exhibit 7.

24 8. Motion to Intervene Into Consolidated Quiet Title Cases A-15-720032-C and
25 Former Case A-16-730078 filed on November 15, 2016, in the Quiet Title Litigation. A true and
26 correct copy is attached hereto as Exhibit 8.

27 9. Order Granting Applicant Nona Tobin's Motion to Intervene filed on January 11,
28 2017, in the Quiet Title Litigation. A true and correct copy is attached hereto as Exhibit 9.

10. Nona Tobin's Crossclaim for Quiet Title Against Sun City Anthem Community Association, Inc. (HOA) filed on January 31, 2017, in the Quiet Title Litigation. A true and correct copy is attached hereto as Exhibit 10.

11. Nona Tobin's Answer to Plaintiff's Complaint and Counterclaim filed on February 1, 2017, in the Quiet Title Litigation. A true and correct copy is attached hereto as Exhibit 11.

12. Nona Tobin's Crossclaim Against Thomas Lucas d/b/a Opportunity Homes, LLC filed on February 1, 2017, in the Quiet Title Litigation. A true and correct copy is attached hereto as Exhibit 12.

13. Quitclaim Deed recorded in the Official Records of Clark County, Nevada on March 28, 2017, as Instrument Number 201703280001452. A true and correct copy is attached hereto as Exhibit 13.

14. Notice of Entry of Findings of Facts, Conclusions of Law and Judgment recorded in the Official Records of Clark County, Nevada on July 24, 2019, as Instrument Number 201907240003355. A true and correct copy is attached hereto as Exhibit 14.

15. Quitclaim Deed recorded in the Official Records of Clark County, Nevada on May 1, 2019, as Instrument Number 201905010003348. A true and correct copy is attached hereto as Exhibit 13.

16. Grant, Bargain, Sale Deed recorded in the Official Records of Clark County, Nevada on December 27, 2019, as Instrument Number 201912270001345. A true and correct copy is attached hereto as Exhibit 16.

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///

MAURICE WOOD
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134
Tel: (702) 463-7616 Fax: (702) 463-6224

1 17. Grant, Bargain, Sale Deed recorded in the Official Records of Clark County,
2 Nevada on December 27, 2019, as Instrument Number 201912270001346. A true and correct
3 copy is attached hereto as Exhibit 17.

4 DATED this 6th day of July, 2020.

5 MAURICE WOOD

6
7 By /s/Brittany Wood

AARON R. MAURICE, ESQ.
Nevada Bar No. 006412
BRITTANY WOOD, ESQ.
Nevada Bar No. 007562
ELIZABETH E. ARONSON, ESQ.
Nevada Bar No. 14472
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134

Attorneys for Defendants,
BRIAN CHIESI AND DEBORA CHIESI,
erroneously sued as Brian Chiesti and Debora
Chiesti, and QUICKEN LOANS INC.

MAURICE WOOD
9525 Hillwood Drive, Suite 140
Las Vegas, Nevada 89134
Tel: (702) 463-7616 Fax: (702) 463-6224

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Maurice Wood, and that on the 6th day of July, 2020, I caused to be served a true and correct copy of the foregoing **REQUEST FOR JUDICIAL NOTICE** 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.

/s/ Brittany Wood
An Employee of MAURICE WOOD

EXHIBIT 1

28
**STATE OF NEVADA
DECLARATION OF VALUE**

20030731
04442

1. Assessor Parcel Number(s):

- a) 191-13-811-052
b) _____
c) _____
d) _____

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument# _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

2. Type of Property:

- a) ☐ Vacant Land
b) ☒ Single Family Residence
c) ☐ Condo/Townhouse
d) ☐ 2-4 Plex
e) ☐ Apartment Building
f) ☐ Commercial/Industrial
g) ☐ Agricultural
h) ☐ Mobile Home
i) ☐ Other

3. Total Value/Sales Price of Property:

4. Deed in Lieu of Foreclosure Only (value of property)

5. Transfer Tax Value:

6. Real Property Transfer Tax Due:

\$ 388,311.02
\$ _____
\$ 388,311.02
\$ 971.25

7. If Exemption Claimed:

- a) Transfer Tax Exemption, per NRS 375.090, Section:
b) Explain Reason for Exemption:

8. 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: GRANTOR

Signature [Signature] Capacity: GRANTEE

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: DEL WEBB COMMUNITIES, INC. Print Name:
Address: 11500 SOUTH EASTERN AVENUE Address:
City: HENDERSON City:
State: NEVADA Zip: 89052 State:

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Phanessa
Address: 2763 White Sage Dr.
City: Henderson
State: NV Zip: 89052

COMPANY/PERSON REQUESTING RECORDING

LAWYERS TITLE OF NEVADA, INC., ESCROW NO.: 03-05-1663-A2
1210 SOUTH VALLEY VIEW BLVD., ESCROW OFFICER: DAPHNE WRIGHT & CATHERINE AGANOS
LAS VEGAS, NV 89102

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

4442

20030731
.04442

CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF
LAWYERS TITLE OF NEVADA

07-31--2003 14:08 CAB

OFFICIAL RECORDS

BOOK / INSTR: 20030731-04442

PAGE COUNT: 3

APN: 191-13-811-052
R.P.T.T. \$ 971.25

LAND AMERICA / LAWYERS TITLE:
WHEN RECORDED RETURN TO &
MAIL TAX STATEMENTS TO:
City First Mng Serv.
379 W. 500 S.
Bountiful, UT 84010

FEE: 16.00
RPTT: 971.25

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That **DEL WEBB COMMUNITIES, INC., an Arizona Corporation**, FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

**GORDON B. HANSEN AND MARILYN HANSEN, HUSBAND AND WIFE
AS JOINT TENANTS**

all that real property situate in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" Legal Description Attached

SUBJECT TO:

1. Taxes for the fiscal year 2003-2004.
2. Rights of way, reservations restrictions, easements and conditions of record.

APN: 191-13-311-052

LAND AMERICA / LAWYERS TITLE:

Together with all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

WITNESS my hand this 30th day of July, 2003.

DEL WEBB COMMUNITIES, INC., an Arizona Corporation

BY: 

S. O'CONNOR, Vice President

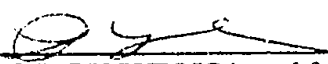
STATE OF NEVADA)

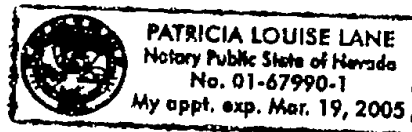
)ss:

COUNTY OF CLARK)

On this 30th day of July, 2003, personally appeared before me, a Notary Public in and for said County and State, S. O'Connor, Vice President, who acknowledged that he executed the above instrument.

WITNESS my hand and official seal.


NOTARY PUBLIC in and for said County and State.



20030731
.04442

ORDER NO.: 03051663

EXHIBIT a

(LEGAL)

APN#191-13-811-052

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.

EXHIBIT 2



20040611-0005547

Fee: \$42.00 RPT: EX0005
06/11/2004 15 45 35 120040038379
Req: REBECCA P WALLACE
Frances Deane
Clark County Recorder Pgs 4

APN# 191-13-811-052

11 digit number may be obtained at:
<http://sandgate.co.clark.nv.us/cicsAssessor/owner.htm>

COVER PAGE, DECLARATION OF VALUE

QUITCLAIM DEED

Type of Document

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

CU

Recording requested by:

Rebecca P. Wallace, ESO.

Return to:

Name Rebecca P. Wallace, Esq.

Address 1001 Whitney Ranch Dr. #140

City/State/Zip Henderson, NV 89014

This page added to provide additional information required by NRS 111.312 Sections 1-2
(An additional recording fee of \$1.00 will apply.)

This cover page must be typed or printed clearly in black ink only.

CS12/03

QUITCLAIM DEED

APN#: 191-13-811-052

THIS QUITCLAIM DEED, Executed this _____ day of _____, 2004 by
first party, Gordon B. Hansen & Marilyn Hansen,
whose post office address is 2763 White Sage Drive, Henderson, Nevada 89052,
to second party, Gordon B. Hansen,
whose post office address is 2763 White Sage Drive, Henderson, Nevada 89052.

WITNESSETH That the said first party, for good consideration and for the sum of One
and 00/100***** Dollars (\$1.00) paid by the said second party, the receipt whereof is
hereby acknowledged, does hereby remise, release and quitclaim unto the said second party
forever, all the right, title, interest and claim which the said first party 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:

Assessor Description: 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.

Property Address: 2763 White Sage Drive
Henderson, Nevada 89052

APN: 191-13-811-052

RECORDING REQUESTED BY:

REBECCA P. WALLACE, ESO.
1001 Whitney Ranch Dr. #140
Henderson, Nevada 89014

WHEN RECORDED MAIL TO:

REBECCA P. WALLACE, ESO.
1001 Whitney Ranch Dr. #140
Henderson, Nevada 89014

MAIL TAX STATEMENTS TO:

GORDON B. HANSEN
2763 White Sage Drive
Henderson, Nevada 89052

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:

Brenda Ricks
Signature of Witness

Marilyn Hansen
Signature of First Party

BRENDA RICKS
Print name of Witness

Marilyn Hansen
Print name of First Party

Sabrina M. Emmons
Signature of Witness

Gordon B. Hansen
Signature of Second Party

Sabrina M. Emmons
Print name of Witness

Gordon B. Hansen
Print name of Second Party

State of Nevada
County of Clark

On June 4, 2004 before me, Cynthia J. Beard (name of Notary)
appeared Marilyn I. Hansen (name of First Party)
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

(Seal)

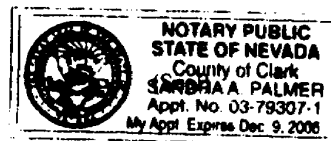
Cynthia J. Beard
Signature of Notary

Affiant Known ☒ Produced ID
Type of ID NV DL

State of Nevada
County of Clark

On June 4th 2004 before me, Sandra Palmer (name of Notary)
appeared Gordon B. Hansen (name of Second Party)
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.



Sandra Palmer
Signature of Notary

Affiant Known ☒ Produced ID
Type of ID NV DL

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/Townhse d) ☐ 2-4 Plex

e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l

g) ☐ Agricultural h) ☐ Mobile Home

☐ Other

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument # _____

Book _____ Page _____

Date of Recording: _____

Notes _____

3. Total Value/Sales Price of Property

Deed in Lieu of Foreclosure Only (value of property)

Transfer Tax Value:

Real Property Transfer Tax Due

\$ _____

\$ _____

\$ _____

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 5

b. Explain Reason for Exemption: Pursuant to Decree of Divorce

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 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 Marilyn Hansen

Capacity Grantor

Signature Gordon B. Hansen

Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name Marilyn Hansen

Address 2763 White Sage Dr.

City Henderson,

State NV Zip 89052

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name Gordon B. Hansen

Address 2763 White Sage Dr.

City Henderson

State NV Zip 89052

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

Print Name Rebecca P. Wallace, Esq.

Escrow # _____

Address 1001 Whitney Ranch Dr. #140

City Henderson

State NV

Zip 89014

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

5547

EXHIBIT 3

(4) -1

20080827-0003627

Fee: \$16.00 RPTT: EX#007
N/C Fee: \$0.00

08/27/2008 15:28:08
T20080191661

Requestor:
LEGAL EXPRESS

Debbie Conway SCA
Clark County Recorder Pgs: 4

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 22nd day of August, 2008.

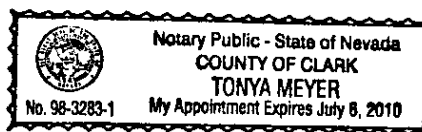
Gordon B. Hansen
GORDON B. HANSEN

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 22nd 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

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) _____

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

i) ☐ Other _____

FOR RECORDER OPTIONAL USE ONLY

Document/Instrument #: _____

Book _____

Page: _____

Date of Recording: _____

Cent of Trust
per

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

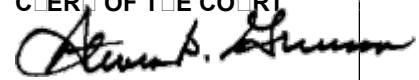
Zip: 89052

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

3627

EXHIBIT 4

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



LIPSON NEILSON, P.C.
KALEB D. ANDERSON, ESQ.
Nevada Bar No. 7582
DAVID T. OCHOA, ESQ.
Nevada Bar No. 10414
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 - Telephone
(702) 382-1512 - Facsimile
kanderson@lipsonneilson.com
dochoa@lipsonneilson.com
Attorneys for Cross-Defendant
Sun City Anthem Community Association

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

BANK OF AMERICA, N.A.,

Defendant.

NATIONSTAR MORTGAGE, LLC

Counter-Claimant,

vs.

JIMI JACK IRREVOCABLE TRUST,

Counter-Defendant.

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

Counter-Claimant,

vs.

JOEL A. STOKES and SANDRA F.
STOKES, as trustees of the 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**

ml
4-8-19

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

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

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

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

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

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

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

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

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

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

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

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

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,

2018.

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

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

CONCLUSIONS OF LAW

1. Summary Judgment is appropriate “when the pleadings and other evidence on file demonstrate that no ‘genuine issue to any material fact [remains] and that the moving party is entitled to a judgment as a matter of law.’” *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Additionally, “[t]he purpose of summary judgment ‘is to avoid a needless trial when an appropriate showing is made in advance that there is no genuine issue of fact to be tried, and the movant is entitled to judgment as a matter of law.’” *McDonald v. D.P. Alexander & Las Vegas Boulevard, LLC*, 121 Nev. 812, 815, 123 P.3d 748, 750 (2005) quoting *Coray v. Home*, 80 Nev. 39, 40-41, 389 P.2d 76, 77 (1964). Moreover, the non-moving party “must, by affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine issue for trial or have summary judgment entered against [it].” *Wood*, 121 Nev. at 32, 121 P.3d at 1031. Though inferences are to be drawn in favor of the non-moving party, an opponent to summary judgment, must show that it can produce evidence at trial to support its claim or defense. *Van Cleave v. Kietz-Mill Minit Mart*, 97 Nev. 414, 417, 633 P.2d 1220, 222 (1981).

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

3. “When sitting in equity, [], courts must consider the entirety of the 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).

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
S.Ct. 340, 41 L.Ed. 757. Other authorities might be cited, but the rule
appears to be universal.

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

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

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

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

26 11. HOA has met its burden in establishing that there is no genuine issue of
27 material fact and that it is entitled to summary judgment. Tobin has failed to meet her
28 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)

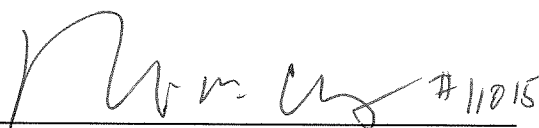
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144

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

Approved as to form and content:

Dated this 9th day of April, 2019


AKERMAN, LLP

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

Attorney for /Counterclaimant Nationstar

Dated this 9th day of April, 2019

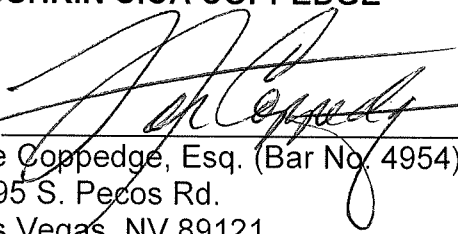
HONG & HONG

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

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

Dated this 4th day of April, 2019

MUSHKIN CICA COPPEDGE

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

Attorney for Nona Tobin

EXHIBIT 5

3-1

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

APN # 191-13-811-052

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

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.


Dated: August 18, 2014

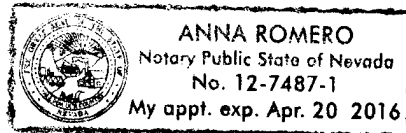

By: Christie Marling, employee of Red Rock Financial Services, agent for Sun City Anthem
Community Association

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

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 | | |

FOR RECORDERS OPTIONAL USE ONLY

Notes: 4

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 63,100.⁰⁰
Transfer Tax Value: \$ 353,529.⁰⁰
Real Property Transfer Tax Due: \$ ~~323.85~~ 1,805.40 ⁷²

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 Teco 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)

EXHIBIT 6

Inst #: 20150609-0001537

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

RPTT: \$1377.00 Ex: #

06/09/2015 12:58:36 PM

Receipt #: 2452509

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: F. Bondurant, LLC.

Address: 10781 West Twain Avenue

City/State/Zip: Las Vegas, NV 89135

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 4th day of June 2015, by Opportunity Homes LLC (hereinafter "Grantor(s)"), whose address is 2657 Windmill Parkway, Suite 145, Henderson, Nevada 89074, to F. Bondurant, LLC. (hereinafter "Grantee(s)"), whose address is 10781 West Twain Avenue, Las Vegas, Nevada 89135.

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:

Thomas Lucas
Grantor

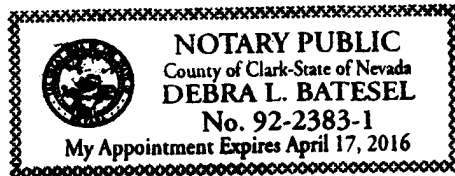
Thomas Lucas, Manager
Opportunity Homes LLC

State of Nevada)
) ss
County of Clark)

On this 4th day of June, 2015, before me, Debra L. Batesel, 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: Debra L. Batesel



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
i) ☐ Other _____

FOR RECORDERS OPTIONAL USE

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

(\$ _____)

c) Transfer Tax Value:

\$ _____

d) Real Property Transfer Tax Due

\$ 1377.00

4. If Exemption Claimed:

a. Transfer Tax Exemption, per 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: [Signature]

Capacity: Grantor

Signature: _____

Capacity: _____

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)

(REQUIRED)

Print Name: Opportunity Homes, LLC

Print Name: F. Bondurant, LLC

Address: 2657 Windmill pkwy.

Address: 10781 W. Twain

City: Henderson

City: Las Vegas

State: NV Zip: 89074

State: NV Zip: 89135

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

Print Name: Robert Goff Smith

File Number: _____

Address: 446 Beautiful

City: Las Vegas

State: Nevada Zip: 89138

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

EXHIBIT 7

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

(3)

Inst #: 20150609-0001545

Fees: \$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

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 8th 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 Jimijack 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.

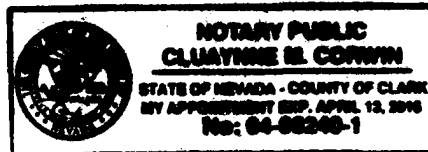
Signed, sealed and delivered in presence of:

yeun Lee
Grantor *yeun Lee Manager*

State of Nevada)
) ss
County of Clark)

On this 8th day of June, 2015, before me, *Cluayne 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: *Cluayne 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 [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 Jimi Jack

Address: 5 Summit Walk Trail Irrevocable Trust

City: Henderson

State: Nevada Zip: 89052

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

Print Name: Robert Goldsmith

Escrow # _____

Address: 446 Beautiful Hill

City: Las Vegas

State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 8


CLERK OF THE COURT

MOT
NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
Applicant in Intervention,
In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JOEL A. STOKES and SANDRA F. STOKES,
as trustees of the JIMIACK IRREVOCABLE
TRUST,

Plaintiffs,

vs.

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

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counter-Claimant,

Vs.

JIMIACK IRREVOCABLE TRUST;
OPPORTUNITY HOMES, LLC, a Nevada
limited liability company; F. BONDURANT,
LLC, a Nevada limited liability company;
DOES I through X, inclusive; and ROE
CORPORATIONS XI THROUGH XX,
inclusive,

Counter-Defendants

Case No.: A-15-720032-C

Dept. No.: XXXI

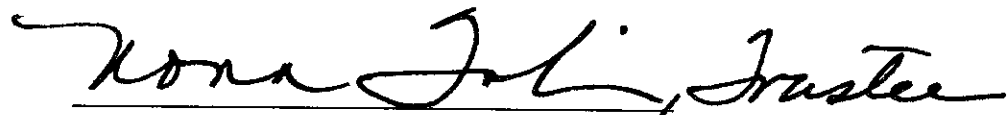
**MOTION TO INTERVENE INTO
CONSOLIDATED QUIET TITLE
CASES A -15-720032-C AND FORMER
CASE A -16-730078**

COMES NOW, NONA TOBIN (Herein "*Applicant*"), in proper person, and hereby move, pursuant to NRS § 12.130 and NRCP 24(a)(2) (intervention of right), or alternatively, NRCP 24(b)(2) (permissive intervention), to intervene as Defendant/Counter-Claimant in this consolidated case to quiet title to 2763 White Sage Drive, Henderson (Herein "*Subject Property*").

Subject Property is a Sun City Anthem residence built by Applicant's fiancé, Gordon Hansen and owned by his Grantor Trust, the Gordon B. Hansen Trust, dated August 22, 2008, until all title rights and possession stripped away without notice by a disputed foreclosure sale (Herein "*HOA sale*") for delinquent assessments (Herein "*HOA dues*") in August, 2014.

Applicant's motion is based on the attached Memorandum of Points and Authorities, and all pleadings and papers on file herein.

Dated this 14th day of November, 2016.



NONA TOBIN, Trustee

Gordon B. Hansen Trust, Dated 8/22/08

2664 Olivia Heights Avenue

Henderson NV 89052

Phone: (702) 465-2199

nonatobin@gmail.com

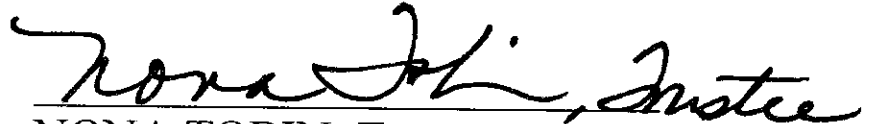
Applicant in Intervention,

In Proper Person

1 **NOTICE OF MOTION**

2 **NOTICE IS HEREBY GIVEN** that the Applicants' MOTION TO INTERVENE will
3 be heard in the above captioned court on the 20 day of December, 2016, at 9:00 AM
4 in Department 31.

5 Dated this 14 day of November, 2016.

6 
7 NONA TOBIN, Trustee
8 Gordon B. Hansen Trust, Dated 8/22/08
9 2664 Olivia Heights Avenue
10 Henderson NV 89052
11 Phone: (702) 465-2199
12 nonatobin@gmail.com
13 *Applicant in Intervention,*
14 *In Proper Person*

15 **MEMORANDUM OF POINTS AND AUTHORITIES**

16 **I.**

17 **INTRODUCTION**

18 The Gordon B. Hansen Trust (Herein "*GBH Trust*") Trust was the owner of the Subject
19 Property until title was taken as the result of the disputed August 15, 2014 foreclosure sale for
20 delinquent HOA dues. The Subject Property is located in the Sun City Anthem Community
21 Association (Herein "*HOA*"). Applicant NONA TOBIN (herein "*Applicant*") is the Successor
22 Trustee of the Gordon B. Hansen (Herein "*GBH Trust*") Trust, dated 8/22/08, since the death
23 of the Grantor on January 14, 2012. Further, Applicant is one of two surviving members and
24 co-beneficiaries of the GBH Trust.

1. The Applicant seeks to intervene as a Defendant against Plaintiffs JOEL A. STOKES

1 and SANDRA F. STOKES, (Herein “*Stokes*”) as trustees of the JIMIACK IRREVOCABLE
2 TRUST, (Herein “*Jimijack*”) who currently have possession of the Subject Property.

3 2. Applicant prays for this Court sitting in equity to quiet title in Applicant’s favor as the
4 Successor Trustee of the Gordon B. Hansen Trust, titleholder at the time of the disputed HOA
5 sale, over the competing title claims made by Plaintiffs Stokes, who Applicant will allege
6 acquired title fraudulently as successive purchasers after the HOA sale who cannot be
7 construed in any way as “bona fide purchasers for value” or as innocent parties whose interests
8 should be protected by this Court.

9 3. In addition to defending against Plaintiffs Stokes’ and Jimijack’s adverse claims to title,
10 Applicant will advance a counter-claim against them to prevent yet-another fraudulent transfer
11 of the Property during the pendency of these proceedings, for damages caused to Applicant by
12 their ill-gotten and unjust enrichment, and for a determination by this Court that their
13 participation in fraudulent acts subsequent to the HOA sale is justification to support stripping
14 from them all ownership rights and benefits to the Property independent of the decision to void
15 the HOA sale.

16 4. Applicant is proposing to intervene as the Trustee of the GBH Trust pursuant to the
17 powers granted to the Trustee explicitly in the Trust Agreement and by the powers listed in
18 NRS § 163.265 through NRS § 163.410 incorporated by reference.

19
20 **II.**
21 **ARGUMENT**

22 5. The Nevada Rules of Civil Procedure are largely based on the Federal Rules of Civil
23 Procedure and, therefore, federal case law is "strong persuasive authority" regarding questions
24 of their interpretation. *Exec. Mgmt., Ltd. v. Ticor Title Ins. Co.*, 118 Nev. 46, 53 (2002)

1 (quoting *Las Vegas Novelty, Inc. v. Fernandez*, 106 Nev. 113, 119 (1990)), and Nevada courts
2 have previously looked to federal interpretations of Federal Rule 24, governing intervention,
3 when construing Nevada's intervention rule. See *Am. Home Assurance Co. v. Eighth Judicial*
4 *Dist. Court*, 122 Nev. 1229, 1241-42 (2006) (citing *Trbovich v. United Mine Workers of Am.*,
5 404 U.S. 528, 538 (1972), for the proposition that, just like the federal rules, Nevada's rules
6 governing intervention require only a minimal showing to establish that the existing parties do
7 not adequately protect an applicant's interest).

8 6. Moreover, federal courts construe the intervention rules "broadly in favor of proposed
9 intervenors." *Wilderness Soc 'y v. U.S. Forest Service*, 630 F.3d 1173, 1179 (9th Cir. 2011)
10 (quoting *United States v. City of Los Angeles*, 288 F.3d 391, 397 (9th Cir. 2002)). They do so
11 because a "liberal policy in favor of intervention serves both efficient resolution of issues and
12 broadened access to the courts." *Id.*

13 **A. APPLICANT NONA TOBIN'S STANDING**

14 7. Standing was not lost when the Trust lost possession of the property as a result of the
15 disputed HOA foreclosure sale. The Nevada Supreme Court in *Shadow Wood HOA v. N.Y.*
16 *Cnty. Bancorp.*, 132 Nev. Adv. Op. 5 (2016), held that "plaintiff not in possession may still
17 seek to quiet title by invoking the court's inherent equitable jurisdiction to settle title disputes."
18 (citing *Low v. Staples*, 2 Nev. 209 (1866a) 2 Nev. at 211-13).

19 8. Local rule 7.42(b) that a "corporation may not appear in proper person", does not bar
20 "Nona Tobin, as Trustee of the Gordon B. Hansen Trust" from appearing in proper person in
21 her capacity as Trustee because the GBH Trust is not a corporation. The Trust was not formed
22 as a corporation under Nevada chapters 78 (Nevada corporation), 80 (foreign), 82 (non-profit),
23 or 86 (limited liability). Rather it is a Grantor Trust formed in Nevada under the provisions of
24 NRS chapter 163 re Creation of Trusts.

1 9. The Gordon B. Hansen Trust Agreement, dated August 22, 2008, as amended on
2 August 10, 2011) contains specific provisions granting powers of the Trustee that define
3 Applicant's authority to make this claim, including 9.1(h) "to institute, compromise and defend
4 any actions and proceedings" and 9.3 "The Trustee is authorized to employ attorneys...and
5 other such agents as the Trustee shall deem necessary or desirable."

6 10. In particular, this litigation to quiet title of the subject property back to the Trust by this
7 Court issuing an order to set aside the disputed HOA sale, Applicant is exercising the power of
8 a Trustee incorporated by reference in the Trust document, and of NRS § 163.375 which states:

9 "A fiduciary may compromise, adjust, arbitrate, sue on or defend, abandon or
10 otherwise deal with and settle claims in favor of or against the estate or trust as
11 the fiduciary deems advisable, and the fiduciary's decision shall be conclusive
12 between the fiduciary and the beneficiaries of the estate or trust and the person
against or for whom the claim is asserted, in the absence of fraud by such person,
and, in the absence of fraud, bad faith or gross negligence of the fiduciary, shall
be conclusive between the fiduciary and the beneficiaries of the estate or trust."

13 11. That NRCP 23.2 authorizes this action in that:

14 "An action brought by or against the members of an unincorporated association as a
15 class by naming certain members as representative parties may be maintained only if
16 it appears that the representative parties will fairly and adequately protect the interests
of the association and its members."

17 12. That Nona Tobin and Steve Hansen are the sole members and co-beneficiaries of the
18 GBH Trust, per section as amended by the only amendment to the Trust, dated August 10,
19 2011.

20 13. That Steve Hansen has elected to not participate in this litigation, as evidenced by his
21 declaration in support of Applicant's quiet title claims, which is attached hereto as **Exhibit 1:**
22 ***Trust documents.***

23 //

1 **A. JUDICIAL ESTOPPEL PRECLUDES PLAINTIFFS’ OPPOSING**
2 **APPLICANT’S MOTION TO INTERVENE**

3 14. Plaintiff’s June 30, 2016 motion to consolidate Nationstar’s case under NRCP 42(a)
4 asserted that “actions involving a common question of law or fact are pending before the
5 Court, it may order a joint hearing or trial or any or all of the matters in issue...” as well as that
6 “Consolidation is necessary and proper because the (Nationstar) case and the present case are
7 identical, i.e., the extinguishment of the deed of trust at the time of the HOA foreclosure sale;
8 and the subject property is identical.”

9 15. Plaintiff’s arguments to consolidate the Nationstar case apply equally in justifying
10 Applicant’s Motion to Intervene.

11 16. Applicant requests the Court not consider any opposition to intervention by Applicant
12 unless it is based on different and compelling grounds.

13 **B. INTERVENE PURSUANT TO RULE 24(A)(2) INTERVENTION OF RIGHT**

14 17. Applicant’s motion to intervene should be granted because Applicant satisfies the
15 requirements for intervention of right under NRCP 24(a)(2). Specifically, the requirements
16 are:

- 17 i. The applicant must claim an interest relating to the property or the transaction which is
18 the subject of the action;
19 ii. The applicant is so situated that the disposition of the action may as a practical matter
20 impair or impede the applicant’s ability to protect that interest;
21 iii. The applicant’s interest is not adequately represented by existing parties; and
22 iv. The motion is timely.

23 **i. Applicant Nona Tobin Has Substantial Interest In The Property, Which Is The**
24 **Subject Of The Action**

18. The subject property is: 2763 White Sage Drive (APN 191-13-811-052) in Sun City

1 Anthem Community Association (HOA) in Henderson.

2 19. The property was owned by the Gordon B. Hansen Trust (Herein “*GBH Trust*”) from
3 August 27, 2008 until it was sold at the disputed foreclosure sale that took place on August 15,
4 2014 (Herein “*HOA sale*”).

5 20. Applicant is a beneficiary of, and the Trustee of, the GBH Trust, property owner at the
6 time of the sale.

7 21. Should Applicant’s claims prevail, title would be returned to the GBH Trust, as the
8 Real Party in Interest. The interests of the GBH Trust are adverse to the interest of Plaintiffs,
9 Joel and Sandra Stokes (Herein “*Stokes*”), and their questionably legal Jimijack Irrevocable
10 Trust (Herein “*Jimijack*”).

11 22. The determination by this Court of whether or not the disputed HOA sale was valid is
12 the deciding factor between the competing claims to quiet title by the Plaintiffs and by the
13 Applicant.

14 23. Applicant requests that this Court determine and declare that the disputed HOA sale
15 was, as Applicant will plead, statutorily non-compliant, fraught with procedural due process
16 violations and/or fraudulently conducted by HOA Agents such that the HOA sale was rendered
17 fatally flawed and should be voided. Once voided, all claims by Plaintiffs Stokes or Jimijack
18 are also rendered null and void.

19 24. Part of the dispute over the HOA sale is whether or not the statutory and procedurally-
20 *required* notices were sent to the property owner’s known address of record. Evidence that
21 notices were not sent will be provided based on the personal knowledge of the Applicant as
22 well as based on HOA records and bank records and communications in her possession.

23 **ii. Applicant’s Interests Could be Impaired by the Outcome of this Case**

24 25. The second prong of NRCP 24(a)(2) requires applicants to demonstrate they will

1 "either gain or lose by the direct legal operation and effect of the judgment which might be
2 rendered in the suit between the original parties." *Stephens v. First Nat 'l Bank of Nev.*, 64 Nev.
3 292, 304-05 (1947) (quoting *Harlan v. Eureka Mining Co.*, 10 Nev. 92, 94-95 (1875)).

4 26. Applicant is asking the Court in equity to decide between competing claims to title,
5 and, considering the totality of the circumstances, to quiet title in favor of Applicant as Trustee
6 of the Gordon B. Hansen Trust whose title interests were removed without due process by a
7 defective HOA sale.

8 27. Here, Applicant stands to directly gain or lose the GBH Trust's title interest by the
9 effect of a quiet title judgment. In fact, it is impossible in this case, for Plaintiffs Joel and
10 Sandra Stokes in to achieve the result they seek without harming the Applicant's title interests.

11 **iii. Applicant's Interests are not Adequately Represented by Existing Parties**

12 28. The existing parties do not adequately represent the Applicant's interests. Nevada
13 courts follow federal law holding that, to satisfy this fourth prong, an applicant-intervenor need
14 only show that the representation afforded by existing parties "may be" inadequate. *Am. Home*
15 *Assurance Co.*, 122 Nev. at 1241-42 (citing *Trbovich*, 404 U.S. at 538 n.10).

16 29. While the above-captioned Defendants have a general interest in defending their title
17 interest, Applicant has a very different, unique, separate, and *adverse* title interest. Thus, it is
18 impossible for the existing parties to represent Applicant's interest, since the interests of each
19 party are adverse.

20 **iv. The Motion is Timely**

21 30. As to the timeliness of Applicant's motion, NRS § 12.130 allows: "before the trial
22 commences ... [intervention] in an action under the Nevada Rules of Civil Procedure (NRCP).
23 NRCP 24 governs intervention, providing for both intervention of right and permissive
24 intervention." *Am. Home Assurance Co. v. Eighth Judicial Dist. Court*, 122 Nev. 1229, 1235

1 (2006) (footnote omitted).

2 31. Applicant's motion is timely because she seeks intervention at the early stages of this
3 litigation. *Estate of Lomastro ex rel. Lomastro v. Am. Family Ins. Grp.*, 124 Nev. 1060, 1070
4 n.29 (2008) ("intervention is timely if the procedural posture of the action allows the intervenor
5 to protect its interest"). Indeed, under the authority of *American Home Assurance Company v.*
6 *Eighth Judicial District Court*, 122 Nev. 1229, 1235 (2006), intervention is timely if the
7 application is filed any time "before the trial commences "

8 32. Here, Applicant moved to intervene well within the time period in which the parties are
9 conducting discovery. In fact, this action was recently consolidated with Case No. A-16-
10 730078-C by an August 19, 2016 Order, which is a case that just recently had an Early Case
11 Conference. See docket for Case No. A-15-720032-C, *Notice of 16.1 Early Case Conference*,
12 filed on 6/28/16. Thus, the timeliness of this motion to intervene cannot reasonably be
13 disputed.

14 33. Applicant also agrees to abide by any previously set schedule so as not to prejudice any
15 of the existing parties. See *Lawler v. Ginocchio*, 94 Nev. 623, 626 (1978) ("The most important
16 question to be resolved in the determination of the timeliness of an application for intervention
17 is not the length of the delay by the intervenor but the extent of prejudice to the rights of the
18 existing parties resulting from the delay.") Thus, granting Applicant's motion to intervene will
19 not delay resolution of this lawsuit.

20 34. Applicant moved with alacrity to intervene; as such, Applicant satisfied NCRP
21 24(a)(2)'s requirement by filing a timely application.

22 35. In addition, the facts in this case show that the statute of limitations is tolled by NRS
23 38.350 based on the parties failure to complete the NRS 38.310(1)(a) mandatory pre-
24 foreclosure mediation process HOA Agents initiated, but did not complete, prior to the

1 illegally-held HOA sale.

2 36. NRS 38.350 states: “Any statute of limitations applicable to a claim described in NRS
3 38.310 is tolled from the time the claim is submitted to mediation or arbitration or referred to a
4 program pursuant to NRS 38.300 to 38.360, inclusive, until the conclusion of mediation or
5 arbitration of the claim and the period for vacating the award has expired, or until the issuance
6 of a written decision and award pursuant to the program.”

7 37. Applicant has shown that she meets all four criteria for intervention of right. But even
8 if this Court were to determine that Applicant had not met the criteria for intervention of right,
9 the Court should still grant permissive intervention.

10 **C. INTERVENE PURSUANT TO RULE 24(B)(2) PERMISSIVE INTERVENTION**

11 38. Alternatively, Applicant seeks permissive intervention under NRCP 24(b)(2). Applicant
12 Nona Tobin’s claims or defenses share a common question of law with the main action,
13 intervention will not cause undue delay or prejudice to the existing parties, and Applicant’s
14 participation in this case will not prejudice the rights of the original parties.

15 **III.**

16 **PROCEDURE FOR INTERVENTION**

17 **A. THIS MOTION HAS BEEN SERVED UPON THE PARTIES AS PROVIDED 18 BY RULE 5**

19 39. Procedure for correctly filing a motion to intervene is delineated in NRCP rule 24(c)
20 which states:

- 21 a) A person desiring to intervene shall serve a motion to intervene upon the parties
22 as provided in Rule 5;
- 23 b) The motion shall state the grounds therefor;
- 24 c) shall be accompanied by a pleading setting forth the claim or defense for which

1 intervention is sought.

2 40. Applicant has served this motion to the active parties in this case. However, there are
3 parties who are captioned in this case that have never been served.

4 41. Applicant requests judicial notice of the fact that Sun City Anthem Community
5 Association, Inc. (Herein “HOA”) was named as a Defendant in the A720032, case, *Joel and*
6 *Sandra Stokes as Trustees of Jimijack Irrevocable Trust vs. Bank of America and Sun City*
7 *Anthem Community Association, Inc.*, but the HOA was never served in accordance with Rule
8 5. As a consequence, the HOA is not included in the Court’s e-filing system.

9 42. This failure to properly serve named parties has resulted in others being excluded from
10 the e-file master, i.e. F. Bondurant, LLC (added by Nationstar), Bank of America and
11 Opportunity Home, LLC, are the other named parties in the consolidated case who, to the best
12 of Applicant’s knowledge, are also not being served or receiving any of the filings into
13 consolidated A-15-720032/A-16-730078 cases.

14 43. Applicant requests Court require opposing counsels to correct this error and add these
15 pre-existing named Defendants or their attorneys to the e-file master list so they can be
16 appropriately served all filings into the two cases by all parties, including Applicant.

17 **APPLICANT’S PROPOSED PLEADINGS**

18 44. Applicant’s proposed pleadings against all existing parties except Nationstar are
19 attached hereto as exhibits.

20 45. Applicant reserves the right to file claims against Nationstar at a later time as
21 Nationstar’s claims differ from, and are not contingent on the resolution of, the dispute
22 between Applicant and the Stokes to equitable title and possession of the Property. Nationstar
23 claims to ownership of the security interest can be addressed later with no disadvantage to any
24 of the parties.

List of Exhibits

Exhibit 1: *Documents related to Applicant's standing as the Trustee of the Gordon B. Hansen Trust, Dated 8/22/08*

- a) Declaration of Steve Hansen
- b) Certificate of Incumbency for Nona Tobin
- c) Identity Affidavit for Nona Tobin
- d) Grant, Sale and Bargain Deed transferred Subject Property to GBH Trust 8/27/08
- e) Certificate of the Gordon B. Hansen Trust, dated 8/22/08, as amended 8/10/11

Exhibit 2: *June 9, 2015 Quit Claim Deed purporting to convey title to the Stokes that Applicant alleges is fraudulent and legally insufficient to convey real property.*

Exhibit 3: *Applicant's Answer, and Counterclaim Against the Plaintiffs Stokes*

- a) Answer (admitting or denying) the allegations of the original June 16, 2015 complaint in the A-15-720032 case, Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust vs. Bank of America, N.A.; Sun City Anthem Community Association, Inc.; et al.;
- b) Affirmative defenses;
- c) Applicant's counterclaim against Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust that seeks to invalidate all claims they have to title, possession or profits; plus
- d) request for damages for their ill-gotten gains and unjust enrichment; and
- e) for an injunction to prevent any transfer or wasting of the property during pendency of these proceedings;

Exhibit 4: *Cross-Claim Against the HOA*

A cross-claim proposed against Defendant, SUN CITY ANTHEM COMMUNITY

1 ASSOCIATION, INC. (Herein “HOA”), to void the HOA sale that was illegally held under its
2 authority. Applicant will allege that HOA Agents conducted the disputed HOA sale a) under
3 the HOA’s usurped authority, b) that violated Applicant’s rights to due process, c) that was
4 statutorily and procedurally non-compliant, d) that failed to provide the mandatory pre-
5 foreclosure mediation process, and e) concealed their illegal conduct of the HOA sale to evade
6 enforcement. Applicant’s cross-claim against the HOA will pray for an order from this Court to
7 void the HOA sale and to return title to the Gordon B. Hansen Trust, owner at the time of the
8 fatally-flawed sale.

9 ***Exhibit 5 Cross-claim against Thomas Lucas***

10 A cross-claim is proposed against Thomas Lucas d/b/a Manager, OPPORTUNITY
11 HOMES, LLC (Herein “OP Homes”), as the high bidder at the disputed HOA sale who took
12 title for the commercially unreasonable sum of \$63,100 as recorded on August 22, 2014 by a
13 Foreclosure Deed based on a rescinded Notice of Default and a cancelled Notice of Sale.
14 Applicant will allege that Op Homes is actually an illegitimate shell that existed solely as the
15 alter ego of Thomas Lucas to permit him to conceal that a) the HOA sale was not an arms-
16 length transaction, b) that he had insider information due to his position as a licensed Realtor
17 and his prior business relationship with HOA Agents, all of which disqualified him as a
18 disinterested “bona fide purchaser for value”, thereby making the HOA sale void.

19 ***Exhibit 6 Cross-claim against Yuen K. Lee, d/b/a F. Bondurant, LLC***

20 A cross-complaint against F. BONDURANT, LLC, that held recorded title to the
21 Subject Property for eight minutes on June 9, 2015 and whose “Manager”, Yuen K. Lee’s
22 signature was fraudulently notarized as being Thomas Lucas’ signature on the Quit Claim
23 Deed that conveyed the Subject Property’s title to the Stokes.

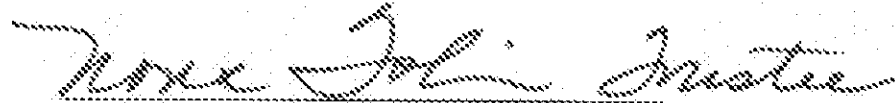
V.

CONCLUSION

Based on the foregoing, Applicant should be permitted to protect the title interest of the the Gordon B. Hansen Trust, which was the titleholder of record at the time of the disputed HOA foreclosure sale.

Applicant requests that the Court grant Applicant's Motion to Intervene as quiet title Defendant, in its entirety.

Dated this 14 day of November, 2016.



NONA TOBIN, Trustee

Gordon B. Hansen Trust, Dated 8/22/08

2664 Olivia Heights Avenue

Henderson NV 89052

Phone: (702) 465-2199

nonatobin@gmail.com

Applicant in Intervention,

In Proper Person

1
2
3 **CERTIFICATE OF SERVICE**

4 I, Nona Tobin, hereby certify that on this 14th day of November, 2016, I served copies
5 of the foregoing MOTION TO INTERVENE to all parties via the Wiznet's electronic service
6 email notification system.

7 
8 Nona Tobin, *Applicant for Intervention*

Exhibit 1

Gordon B. Hansen Trust Documents

	<u>Effective</u> <u>Date</u>	<u>Date</u> <u>Recorded</u>	<u>Document</u>
A	10/2/16		Declaration of Steve Hansen
B	1/14/12	5/23/16	Certificate of Incumbency/ Death Certificate
C	1/14/12	5/20/13	Identity Affidavit
D		8/27/08	Grant, Sale and Bargain Deed that Transferred Property to GBH Trust
E	8/22/08		Certificate of the Gordon B. Hansen Trust Agreement

State of California

County of Kern

Declaration of Steve Hansen

I, Steve Hansen, was listed as a co-applicant on a July 29, 2016, Motion to Intervene on case A730078, Nationstar Mortgage Co. v. Opportunity Homes, LLC which was subsequently combined with case A720032, Jimijack v. Bank of America and Sun City Anthem Community Association, LLC.

I am writing this declaration to inform the court that I have been notified by Nona Tobin, that on September 29, 2016, our Motion to Intervene on the two existing lawsuits with conflicting claims to the title to my late father's house was denied. I was told the motion was denied, in part, because I was listed as a party, but I was not present. I also understand that Nona submitted an affidavit with only her signature which raised questions my intentions as an absent pro se litigant.

I don't have the time or money to work on this. My name was only on the Motion to Intervene because Nona Tobin, Successor Trustee of the Gordon B. Hansen Trust and Executor of his Estate, thought I should be named since we are both 50% beneficiaries of the Gordon B. Hansen Trust which owned my dad's house when the HOA foreclosed on it after he died.

From my perspective, my name doesn't need to be on the lawsuit. Nona has always taken care of everything for my dad's estate, just like she took care of him before he died.

I don't have any information about the details of the case. I just understand that she is trying to get my dad's house back because she believes that what the banks and the HOA did was beyond unfair to the point of being actually criminal.

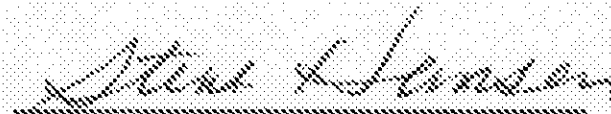
I will support her in whatever she wants to do about it, but I will not be able to come to court personally to help so I'm fine with my name being taken off the case. I live in Tehachapi, California, at least a four-hour drive away. I have an hour commute each way to a full-time job. I have family issues, including a wife with some health problems, that take all my energy so I don't to want to spend my limited remaining time on this. I work full-time, but it is still

impossible for me or contribute financially or to take any time off of work. I'm fine with Nona doing it if that's how she wants to spend her time.

Nona has always kept me informed of what she was doing related to my dad's affairs. There has never been any question. I know I can trust her to do the right thing and treat both of us beneficiaries even-handedly as the Executor of my dad's estate and as the Trustee of his Trust.

Per NRS 53.045, this unsworn declaration is being submitted in lieu of a sworn affidavit. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 2nd day of October, 2016



Steve Hansen
21417 Quail Springs Rd.
Tehachapi, CA
(661) 513-6616

Escrow NO: 14025231-144-CD

APN: 191-13-811-052

WHEN RECORDED MAIL TO and MAIL TAX
STATEMENT TO:

GORDON B. HANSEN TRUST
2664 OLIVIA HEIGHTS AVENUE
HENDERSON, NV 89052

Inst #: 20160523-0001416

Fees: \$19.00

N/C Fee: \$0.00

05/23/2016 01:09:56 PM

Receipt #: 2771946

Requestor:

GORDON B HANSEN TRUST

Recorded By: COJ Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

ESCROW NO: 14025231-144-CD

CERTIFICATE OF INCUMBENCY

STATE OF Nevada)
COUNTY OF Clark) SS.

Nona Tobin, being first duly sworn upon oath, deposes and states as follows:

1. That Gordon Bruce Hansen, as Grantor, and Gordon Bruce Hansen, as Trustee(s) created the Gordon B. Hansen TRUST under an Agreement dated August 22, 2008, and amended August 10, 2011, (hereafter referred to as the "Trust").

The Trust provides that upon the death of Gordon Bruce Hansen, then Nona Tobin shall serve as surviving/ successor Trustee(s).

2. That Gordon Bruce Hansen, the Grantor/Trustee of said Trust has died and certified copy of the Death Certificate is attached hereto as Exhibit "A".

3. Nona Tobin, hereby files this Certificate and does hereby accept the appointment of surviving/ successor trustee(s) as provided for in the Trust.

1D

AA3876

Dated this 20 day of JUNE, 2014.

Nona Tobin

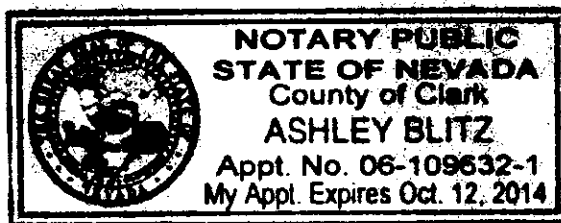
Nona Tobin

State of Nevada)
County of Clark) SS.

On JUNE 20, 2014, personally appeared before me, a Notary
Public NONA TOBIN

who acknowledged that she executed the above instrument.

Ashley Blitz
(Notary Public)



**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

PARENTS

DISPOSITION

TRADE CALL

CERTIFIER

REGISTRAR

CAUSE OF
DEATH

CONDITIONS IF
ANY WOUND
GAVE RISE TO
IMMEDIATE
CAUSE
STATING THE
UNDERLYING
CAUSE LAST

1. DECEASED NAME (FIRST MIDDLE LAST SUFFIX) Gordon Bruce HANSEN			2. DATE OF DEATH (Mo/Day/Year) January 14, 2012			3. COUNTY OF DEATH Clark		
4. CITY, TOWN, OR LOCATION OF DEATH Henderson			5. HOSPITAL OR OTHER INSTITUTION - Name (If not either, give street and number) St Rose Dominican Hospital - Siena Campus			6. If Hosp. or Inst. indicate DOA, OR Emer. Room Inpatient (Specify) Inpatient		
7. RACE White (Specify)			8. Hispanic Origin? Specify No - Non-Hispanic			9. AGE - Last birthday (Years) 64		
10. STATE OF BIRTH (If not U.S.A. name country) California			11. CITIZEN OF WHAT COUNTRY United States			12. EDUCATION 18		
13. SOCIAL SECURITY NUMBER 547-68-6401			14. USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life, Even if Retired) Police Officer			15. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Divorced		
16. RESIDENCE - STATE Nevada			17. COUNTY Clark			18. CITY, TOWN OR LOCATION Henderson		
19. STREET AND NUMBER 2664 Olivia Heights Avenue			20. SURVIVING SPOUSE (If wife, give maiden name) Ever in US Armed Forces? Yes			21. INSIDE CITY LIMITS (Specify Yes or No) Yes		
22. FATHER/PARENT NAME (First Middle Last Suffix) Charles Arvid HANSEN			23. MOTHER/PARENT NAME (First Middle Last Suffix) Maud Evelyn LEHSOU					
24. INFORMANT NAME (Type or Print) Sтивен Eric HANSEN			25. MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip) 19813 Mesa Drive Tehachapi, California 93561					
26. BURIAL, CREMATION, REMOVAL, OTHER (Specify) Cremation			27. CEMETERY OR CREMATORY - NAME Palm Crematory			28. LOCATION - City or Town, State Las Vegas Nevada 89101		
29. FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such) BART BURTON SIGNATURE AUTHENTICATED			30. FUNERAL DIRECTOR LICENSE 50			31. NAME AND ADDRESS OF FACILITY Neptune Society 8570 Del Webb Blvd. Las Vegas, NV 89134		
32. TRADE CALL - NAME AND ADDRESS								
33. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) RITA CHUANG MD SIGNATURE AUTHENTICATED			34. 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)					
35. DATE SIGNED (Mo/Day/Yr) January 19, 2012			36. HOUR OF DEATH 19:50			37. DATE SIGNED (Mo/Day/Yr)		
38. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)			39. PRONOUNCED DEAD (Mo/Day/Yr)			40. PRONOUNCED DEAD AT (Hour)		
41. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print) RITA CHUANG MD 2629 Horizon Ridge Henderson, NV 89052			42. LICENSE NUMBER 9659					
43. REGISTRAR (Signature) SUSAN ZANNIS SIGNATURE AUTHENTICATED			44. DATE RECEIVED BY REGISTRAR (Mo/Day/Yr) January 19, 2012			45. DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
46. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c)) Pancreatic cancer			Interval between onset and death					
(a) DUE TO, OR AS A CONSEQUENCE OF			Interval between onset and death					
(b) DUE TO, OR AS A CONSEQUENCE OF			Interval between onset and death					
(c) DUE TO, OR AS A CONSEQUENCE OF			Interval between onset and death					
47. OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in Part I			48. AUTOPSY (Specify Yes or No) No			49. WAS CASE REFERRED TO CORONER (Specify Yes or No) No		
50. ACC. SURVIVE FROM ONSET OR PENDING INVEST (Specify)			51. DATE OF INJURY (Mo/Day/Yr)			52. HOUR OF INJURY		
53. INJURY AT WORK (Specify Yes or No)			54. PLACE OF INJURY - At home, farm, street, factory, office, building, etc. (Specify)			55. LOCATION - STREET OR R.F.D. No., CITY OR TOWN, STATE		

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., M.P.H.

Registrar of Vital Statistics

By

Date Issued:

JAN 23 2012

SOUTHERN NEVADA HEALTH DISTRICT • 625 Shadow Lane P.O. Box 3902 • Las Vegas, Nevada 89127 • 702-759-1010 • Tax ID# 88-0151573

1E

AA3878

DATE:
ADMINISTRATOR/EXECUTOR:
LOAN NO:
PROPERTY ADDRESS:

IDENTITY AFFIDAVIT

TO BE COMPLETED BY

Before me, the undersigned Notary Public, personally came and appeared the undersigned Administrator/Executor, who being duly sworn did depose and state the following:

1. My full legal name is NONA TOBIN
(First) (Middle) (Last) (Jr., Sr., III)
2. The address of my principal residence is 2664 OLIVIA HEIGHTS AVE.
(Street Address)
HENDERSON NV 89052
(City) (State) (Zip)
3. My date of birth is 12/07/1948
(Month/Day/Year)
4. Last 4 digits of Taxpayer Identification Number 4985
5. Representative's Title: Successor Trustee of the Gordon B. Hansen Trust (i.e. Administrator, Executor, Trustee)
6. The State and number of my driver's license or identification card are NV 170 205 5736
(State) (Number)
11/23/2011 12/07/2015
(Issue Date) (Expiration Date)

I swear under oath that the information provided in this Affidavit is true and correct to the best of my knowledge. I consent to the transfer of the information contained in this Affidavit for the sole purposes of verifying my identity and preventing fraud. I understand that this information will not be disclosed to any party for any other purpose.

WITNESS THE HAND AND SEAL OF THE UNDERSIGNED.

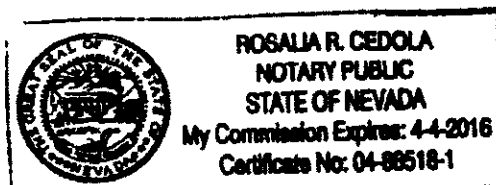
State of NEVADA
County of CLARK

Nona Tobin, Successor Trustee
Administrator/Executor
of the Gordon B. Hansen Trust

Subscribe and sworn to (or affirmed) before me on this 20th day of MAY, 20 13, by
NONA TOBIN, proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Signature Rosalina Cedola

Seal



(9) -1

20080827-0003627

Fee: \$16.00 RPTT: EX#007
NIC Fee: \$0.00
08/27/2008 15:28:08
T20080191661
Requestor:
LEGAL EXPRESS
Debbie Conway SCA
Clark County Recorder Pgs: 4

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 22nd day of August, 2008.

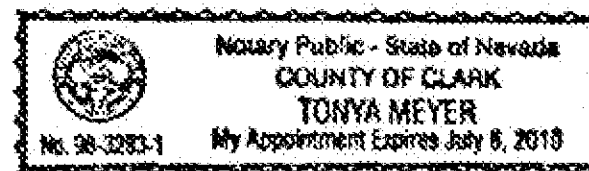
Gordon B. Hansen
GORDON B. HANSEN

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 22nd 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

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) _____

2. Type of Property:

a) ☐ Vacant Land

b) ☒ Single Fam. Res.

c) ☐ Condo/Townhouse

d) ☐ 2-4 Plex

e) ☐ Apt. Bldg

f) ☐ Comm'l/Ind'l

g) ☐ Agricultural

h) ☐ Mobile Home

i) ☐ Other _____

FOR RECORDER OPTIONAL USE ONLY

Document/Instrument #: _____

Book _____

Page: _____

Date of Recording: _____

Clark of Trust

per

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

Address: 2664 Olivia Heights Ave.

City: Henderson

State: NV

Escrow #: _____

Zip: 89052

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

3627

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

CERTIFICATE OF REVOCABLE LIVING TRUST

AFFIANT being first duly sworn, deposes and says:

Contemporaneously with the execution of this Certificate, the undersigned, GORDON B. HANSEN, a resident of Clark County, Nevada, has executed that certain document entitled, the "GORDON B. HANSEN TRUST" dated August 22, 2008, which provides in pertinent parts as follows:

1. **TRUSTOR:** The Trustor under the terms of said Trust is GORDON B. HANSEN.
2. **TRUSTEE:** The Trustee under said Trust is GORDON B. HANSEN.
3. **SUCCESSOR TRUSTEE:** In the event of the death or incapacity of the original Trustee, NONA TOBIN, currently residing in Henderson, Nevada, shall serve as the Successor Trustee of all of the Trusts hereunder. If NONA TOBIN should become deceased, unable or unwilling to serve as a Successor Trustee, STEVEN ERIC HANSEN, currently residing in Tehachapi, California, shall serve as Successor Trustee of all of the Trusts hereunder.
4. **POWER TO AMEND OR REVOKE:** During the life of the Trustor, the Trust may be revoked in whole or in part by an instrument in writing signed by the Trustor and delivered to the Trustee. The Trustor may, at any time during the Trustor's life, amend any of the terms of the Trust by an instrument in writing signed by the Trustor and delivered to the Trustee.
5. **IDENTIFICATION NUMBER:** The Identification Number of the Trust shall be the social security number of the Trustor.
6. **FORM AND TITLE:** When transferring title to the Living Trust or naming the Living Trust as a beneficiary, new title should be held or the designation should be made as follows: "GORDON B. HANSEN as Trustee of the GORDON B. HANSEN TRUST, dated August 22, 2008," or "GORDON B. HANSEN, Trustee u/a/d 8/22/08." The term u/a/d stands for "under agreement dated."

7. **POWERS OF TRUSTEE:**

- (a) To register any securities or other property held hereunder in the name of Trustee or in the name of a nominee, with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, and to hold in bearer form any securities or other property held hereunder so that title thereto will pass by delivery, but the books and records of Trustee shall show that all such investments are part of his respective funds.
- (b) To hold, manage, invest and account for the separate Trusts in one or more consolidated funds, in whole or in part, as he may determine. As to each consolidated fund, the division into the various shares comprising such fund need be made only upon Trustee's books of account.
- (c) To lease Trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling and unitization agreements.
- (d) To borrow money, mortgage, pledge or lease Trust assets for whatever period of time Trustee shall determine, even beyond the expected term of the respective Trust.
- (e) To hold and retain any property, real or personal, in the form in which the same may be at the time of the receipt thereof, as long as in the exercise of his discretion it may be advisable so to do, notwithstanding same may not be of a character authorized by law for investment of Trust funds.
- (f) To invest and reinvest in his absolute discretion, and he shall not be restricted in his choice of investments to such investments as are permissible for fiduciaries under any present or future applicable law, notwithstanding that the same may constitute an interest in a partnership.
- (g) To advance funds to any of the Trusts for any Trust purpose. The interest rate imposed for such advances shall not exceed the current rates.
- (h) To institute, compromise, and defend any action and/or proceeding.
- (i) To vote, in person or by proxy, at corporate meetings any shares of stock in any Trust created herein, and to participate in or consent to any voting Trust, reorganization, dissolution, liquidation, merger, or other action affecting any such shares of stock or any corporation which has issued such shares of stock.

- (j) To partition, allot, and distribute, in undivided interest or in kind, or partly in money and partly in kind, and to sell such property as the Trustee may deem necessary to make division or partial or final distribution of any of the Trusts.
- (k) To determine what is principal or income of the Trusts and apportion and allocate receipts and expenses as between these accounts.
- (l) To make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other person deemed suitable by the Trustee, or by direct payment of such beneficiary's expenses.
- (m) To employ agents, attorneys, brokers, and other employees, individual or corporate, and to pay them reasonable compensation, which shall be deemed part of the expenses of the Trusts and powers hereunder.
- (n) To accept additions of property to the Trusts, whether made by the Trustor, a member of the Trustor's family, by any beneficiaries hereunder, or by any one interested in such beneficiaries.
- (o) To hold on deposit or to deposit any funds of any Trust created herein, whether part of the original Trust fund or received thereafter, in one or more savings and loan associations, bank or other financing institution and in such form of account, whether or not interest bearing, as Trustee may determine, without regard to the amount of any such deposit or to whether or not it would otherwise be a suitable investment for funds of a trust.
- (p) To open and maintain safety deposit boxes in the name of this Trust.
- (q) To make distributions to any Trust or beneficiary hereunder in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property so distributed. The Trustor requests but does not direct, that the Trustee make distributions in a manner which will result in maximizing the aggregate increase in income tax basis of assets of the estate on account of federal and state estate, inheritance and succession taxes attributable to appreciation of such assets.
- (r) The powers enumerated in NRS 163.265 to NRS 163.410, inclusive, are hereby incorporated herein to the extent they do not conflict with any other provisions of this instrument.
- (s) The enumeration of certain powers of the Trustee shall not limit his general powers, subject always to the discharge of his fiduciary obligations, and being

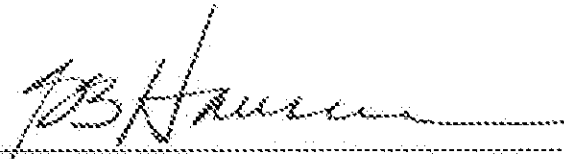
vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.

- (t) The Trustee shall have the power to invest Trust assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected.
- (u) In regard to the operation of any closely held business of the Trust, the Trustee shall have the following powers:
 - (1) The power to retain and continue the business engaged in by the Trust or to recapitalize, liquidate or sell the same.
 - (2) The power to direct, control, supervise, manage, or participate in the operation of the business and to determine the manner and degree of the fiduciary's active participation in the management of the business and to that end to delegate all or any part of the power to supervise, manage or operate the business to such person or persons as the fiduciary may select, including any individual who may be a beneficiary or Trustee hereunder.
 - (3) The power to engage, compensate and discharge, or as a stockholder owning the stock of the Corporation, to vote for the engagement, compensation and discharge of such managers, employees, agents, attorneys, accountants, consultants or other representatives, including anyone who may be a beneficiary or Trustee hereunder.
 - (4) The power to become or continue to be an officer, director or employee of a Corporation and to be paid reasonable compensation from such Corporation as such officer, director and employee, in addition to any compensation otherwise allowed by law.
 - (5) The power to invest or employ in such business such other assets of the Trust estate.
- (v) To borrow money at interest rates then prevailing from any individual, bank or other source, irrespective of whether any such individual or bank is then acting as Trustee,

and to create security interests in the Trust property by mortgage, pledge, or otherwise, to make a guaranty of, including a third party guaranty.

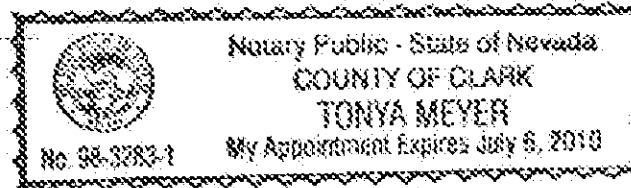
8. **REPRESENTATIONS.** The Trustor represents the Trust has not been revoked or amended to make any representations contained in this certification incorrect and that the signature below is that of the currently acting Trustee.

FURTHER YOUR AFFIANT SAYETH NAUGHT.


GORDON B. HANSEN

SUBSCRIBED and SWORN to before me
this 22nd day of August, 2008.


NOTARY PUBLIC



APPROVED AS TO FORM:


for ANDREW M. COX, ESQ.
ATTORNEY FOR TRUSTOR

Exhibit 2

June 9, 2015 Quit Claim Deed

F. Bondurant, LLC

To

Joel A. Stokes and Sandra F. Stokes

As Trustees

Of

Jimijack Irrevocable Trust

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

Inet #: 20150609-0001545

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

RPTT: \$1377.00 Ex: #

06/09/2016 01:08:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 8th 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 Jimijack 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:

Yewn Lee
Grantor *Yewn Lee Manager*

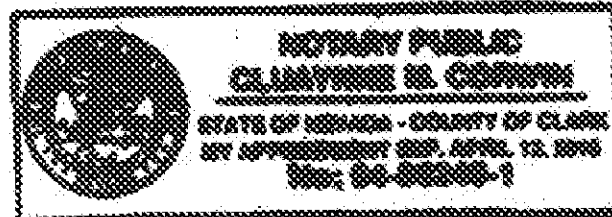
State of Nevada

}
} ss
}

County of Clark

On this 8th day of June, 2015, before me, *Clayton M. Cowan*, 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. Cowan*

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 [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

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

Print Name: Robert Goldsmith
Address: 446 Beautiful Hill
City: Las Vegas

Escrow # _____
State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

Case No.: A-15-720032-C

Dept. No.: XXXI

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

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

Counter-Claimant,

vs.

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

Counter- Defendants.

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.

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17 **AFFIRMATIVE DEFENSES**

18 **FIRST AFFIRMATIVE DEFENSE**
19 **(Failure to State a Claim)**

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

22 **SECOND AFFIRMATIVE DEFENSE**
23 **(Priority)**

24 Defendant's equitable Grant, Bargain, Sale Deed takes priority over Plaintiffs' fraudulent

Quit Claim Deed.

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

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

**FOURTH AFFIRMATIVE DEFENSE
(Commercial Reasonableness)**

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

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

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

**SIXTH AFFIRMATIVE DEFENSE
(Fraudulent Concealment)**

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

1 **SEVENTH AFFIRMATIVE DEFENSE**
2 **(Waiver and Estoppel)**

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

5 **EIGHTH AFFIRMATIVE DEFENSE**
6 **(Void for Vagueness and Ambiguity)**

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

10 **NINTH AFFIRMATIVE DEFENSE**
11 **(Violation of Due Process)**

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

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

22 *Id.*

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

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TENTH AFFIRMATIVE DEFENSE
(Violation of Procedural Due Process)

The HOA sale was conducted in a manner that deprived Defendant of her property interest without due process pursuant to: Due Process Clause of the Nevada Constitution and United States Constitution, violations of the Sun City Anthem Community Association, Inc. (HOA) governing documents; non-compliance with NRS 116.31085, NRS 38.310, NRS 116.31162 through NRS 116.31168, for reasons equivalent to due process violations lenders experienced by the opt-in notice scheme of NRS 116.3116 et seq.

ELEVENTH AFFIRMATIVE DEFENSE
(Supremacy Clause)

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

TWELFTH AFFIRMATIVE DEFENSE
(Property Clause)

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

THIRTEENTH AFFIRMATIVE DEFENSE
(Unjust Enrichment)

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

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1 **FOURTEENTH AFFIRMATIVE DEFENSE**
2 **(Failure to Mitigate Damages)**

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

5 **FIFTEENTH AFFIRMATIVE DEFENSE**
6 **(Additional Affirmative Defenses)**

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

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

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

17 **COUNTERCLAIM**

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

23 **I.**

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

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

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

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

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

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

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. The only real property that Gordon Hansen owned was the Subject Property. The Subject Property was the only item of value in the Gordon B. Hansen Trust at the time of his death, as all of the money that had previously been in the Trust account was exhausted prior to his death.

14. 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.

15. 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 for a commercially unreasonable sum of \$63,100.00.

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

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

18. That the Stokes claim to legal title, which totally depends on the extinguishment of the first Deed of Trust, has been nullified pursuant to Ninth Circuit Court of Appeals recent ruling in the previously-cited *Bourne Valley* case.

FIRST CAUSE OF ACTION:
(Quiet Title and Equitable Relief)

19. The HOA Sale is void and should be set aside or rescinded for failure of HOA, the HOA Agents and the fictitious Defendants to assure due process to Counter-Claimant via the provision of proper, and sufficient notices or conduct hearings, appeals, or pre-foreclosure

1 mediation as required by Nevada statutes and the HOA governing documents.

2 20. Due to the numerous defects in the chain of title via the invalid HOA sale, and invalid
3 subsequent transfers of title, Counter-Defendants are not bona fide title holders, and Counter-
4 Claimant is entitled to declaratory relief, quieting title in her favor.

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

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

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

13 24. That Subsequent Purchasers were not Bona Fide Purchasers nor Innocent Third Parties
14 is a factor for the Court to evaluate if making a Quiet Title Award to the Counter-Claimant who
15 may be harmed by the award of relief. (*Smith v. United States*, 373 F.2d 419, 424 as cited in
16 *Shadow Wood*.)

17 25. Counter-Claimant alleges that the Stokes and other subsequent purchasers have
18 "Unclean Hands" and further alleges that:

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

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

7 47. That F. Bondurant, Named Defendant in the A-730078 case, the other supposed
8 successive purchaser, also has many flaws in the manner in which title passed briefly through the
9 name of an entity in default, as well as the fact that the F. Bondurant "Manager" Yuen K. Lee's
10 signature is on the falsely notarized deed as Thomas Lucas conveying the property to the Stokes.

11 48. That JIMIACK lacks standing to be the Real Party in Interest, as it is not a properly
12 licensed and registered entity to conduct business in Nevada, per NRS Chapter 76, 78, 80, 86 or
13 88 or 88A.

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

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

20 51. That owning and receiving rents from HOA foreclosures is business for which proper
21 business licensing is required (NRS 363.015).

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

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

6 54. That STOKES are using protections and accessing freedoms afforded to other types of
7 trusts under NRS 163 and NRS 164 intended to illegitimately protect property from forfeiture
8 rather than the more conventional use of Grantor Trusts to protect assets after the death of the
9 Grantor.

10 55. That STOKES are illegally utilizing the designation “Irrevocable Trust” as a ruse to
11 protect ill-gotten, fraudulently conveyed assets from seizure or forfeiture from without required
12 registration or annual reporting to the Nevada Secretary of State (NV SOS).

13 **SECOND CAUSE OF ACTION:**

14 **FRAUDULENT RE-CONVEYANCE**

15 **June 9, 2015 Quit Claim Deed Was Ineffective To Convey Interest**

16 56. Counter-Claimant alleges that notarial violations related to the June 9, 2016 Quit Claim
17 Deed Granting Title to Stokes are sufficient to render it null and void as a legal instrument, and
18 therefore it has no power to convey title to the Stokes or Jimijack, and Defendant
19 challenges/rebutts their claims, per NRS 111.340.

20 57. That the transfer instrument which gave title to Counter-Defendants Stokes and/or
21 Jimijack does not meet the competent proof standards as set forth in NRS § 11.345, and is
22 therefore invalid, and that Counter-Claimant is legally authorized to rebut the transfer, pursuant to
23 NRS § 111.340.

1 58. That Stokes' Counsel deliberately withheld from the Court's attention, the one recorded
2 document that purports to convey title to them, in order to conceal serious defects and their
3 complicity in it.

4 59. To correct this failing, a true and correct copy of the June 9, 2015 Quit Claim Deed that
5 is the sole documentation of the Stokes interest in the Subject Property, is attached hereto as
6 **Exhibit 2.**

7 60. That there are multiple notarial violations that were committed by notary, CluAynne A.
8 Corwin ("*Ms. Corwin*"), who falsely attested to the authorizing signature, which is sufficient to
9 invalidate the document, and which carry criminal penalties:

- 10 a. Ms. Corwin using her stamp as an offer of proof that for an instrument known to be
11 false NRS 240.075;
- 12 b. not making an entry into her journal of legally-required information NRS 240.120
13 (1)(b)(c)(d)(e)(f)(g);
- 14 c. not requiring identification (NRS 240.,120(4), NRS 240.155 (1)(2);
- 15 d. notarizing the signature of someone who was not in her presence, (NRS 240.155),
- 16 e. refusing to give TOBIN an acknowledgement that there was no notarial entry in her
17 journal;
- 18 f. refusing to provide a certified copy of the page where the entry should have been;
19 and
- 20 g. Refusing to allow her journal to be inspected for other signatures she notarized
21 involving parties in this case, or their Counsel, Mr. Hong. *See*, NRS 240.120(6)(a)
22 NRS 240.147.

23 61. Counter-Claimant alleges that the notary, CluAynne A. Corwin, and her attorney,
24 Peter Mortenson, share a law office with F. Bondurant's non-commercial agent and Stokes'
attorney, Joseph Hong, and that their actions_unfairly advantaged Hong's client, the Stokes.

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

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

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

7 (b) "the employer is liable for any damages proximately caused by the misconduct of the
8 notary".

9 64. NRS 205.395(1)(b) creates criminal penalties for "every person who executes or
10 notarizes a document purporting to create an interest in...real property, that is recorded in the
11 office of the county recorder...and who knows or has reason to know that the document
12 ...contains a material misstatement or false claim or is otherwise invalid has made a false
13 representation ...(2)...is guilty of a category C felony..."

14 65. That the instrument cannot legally convey real property due to the violations of the
15 *Statute of Frauds*:

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

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

20 68. c) NRS 111.345 does not permit an improperly notarized instrument to legally convey
21 real property or to be received into evidence.

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THIRD CAUSE OF ACTION:
UNJUST ENRICHMENT

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

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

71. That the Stokes acquired the Subject Property for a commercially unreasonable sum of One Dollar.

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

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

74. That the Stokes have acquired multiple HOA foreclosures which share a common defect in the chain of title through the same questionable "Quit Claim for One Dollar Method", and that their knowledge of specific title defects made these properties the perfect targets to perpetuate an extraordinarily profitable "rental scam", i.e., be able to collect rents on a property purchased for pennies on a dollar and without paying a mortgage, taxes, or insurance for a very long time because there was no clear owner of the security interest with standing to foreclose.

75. That the Stokes' accumulation of excessive profits from acquiring multiple similarly-distressed HOA foreclosure properties is not a product their astute real estate investment acumen or strategy or a fortuitous happenstance of timing, but rather by illicit acts in complicity with the

1 buyers and sellers at the HOA sales that permitted them to unjustly and covertly to enrich
2 themselves.

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

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

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

20 79. That Counter-Defendants and fictitious Counter-Defendants have benefitted from the
21 unlawful HOA Sale and nature of the real property.

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

4 81. That if Counter-Claimant's counterclaim is successful in quieting title against
5 Counter-Defendants, and setting aside the defective HOA Sale, Counter-Defendants and
6 fictitious Counter-Defendants will have been unjustly enriched by the HOA Sale and usage of
7 the Property.

8 82. Counter-Claimant has suffered and will continue to suffer damages if Counter-
9 Defendants and fictitious Counter-Defendants are allowed to retain their interests in the Property
10 and the funds received from the HOA Sale, including but not limited to, any rental income they
11 may be receiving from the property.

12 **FOURTH CAUSE OF ACTION:**

13 **CIVIL CONSPIRACY**

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

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

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

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

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

9 a) formation and use of a corporation to transfer to it the existing liability of another
10 person or entity (Shea v. Leonis, supra, 14 Cal. 2d 666)

11 b) the concealment and misrepresentation of the identity of the responsible
12 ownership, management and financial interest [210 Cal. App. 2d 840]

13 c) disregard of legal formalities and the failure to maintain arm's length relationships
14 among related entities (Riddle v. Leuschner, supra, 51 Cal. 2d 574)

15 d) the use of a corporation as a mere shell, instrumentality or conduit for a single
16 venture or the business of an individual or another corporation (McCombs v.
17 *Rudman*, supra, 197 Cal. App. 2d 46; *Asamen v. Thompson*, supra, 55 Cal. App.
18 2d 661)

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

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

89. That Counter-Defendants JOEL AND SANDRA STOKES; HOA agents, RMI, President, Kevin Wallace; FSR, President, Steven Parker; RRFS, President Joel Just; RRFS agents Christie Marling, Rebecca Tom, and Eungel Watson; BHHS Realtor Thomas Lucas, Attorney Joseph Hong; Attorney Peter Mortenson; Notary CluAynne M. Corwin; Yuen K. Lee as individual and as Manager of defaulted F. Bondurant, LLC; Realtor Robert Goldsmith; BHHS Realtor Carlos Caipa; BHHS Realtor Kristen Madden; and fictitious Defendants, acted covertly, in concert to: a) Conduct and/or participate in the HOA sale from which others were excluded; and/or b) concealed the true nature, financing and timing of subsequent transfers of title and/or c) to market the Subject Property.

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

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

a) violated their licenses to purchase at the HOA sale and/or to facilitate fraudulent re-conveyances;

b) utilized insider information in violation of the Exclusive Agency (ER) agreement Tobin had with BHHS Broker, Forrest Barbee;

1 c) violated MLS directives by marketing an HOA foreclosed-property on the MLS;

2 d) caused to be recorded the fraudulent June 9, 2015, Quit Claim Deeds that falsified
3 the chain of title;

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

8 **FIFTH CAUSE OF ACTION:**

9 **PRELIMINARY AND PERMANENT INJUNCTIONS**

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

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

16 95. That Counter-Defendants claim an ownership interest in the Property that is adverse to
17 Counter-Claimant;

18 96. That Counter-Defendants' have unfairly profited from possession of the Property since
19 the HOA sale;

20 97. That Counter-Defendants are trying to quiet title by nefarious means before other
21 interested parties' claims are heard.

22 98. That Counter-Defendants and their agents, have used aggressive, inappropriate and
23 illegal methods to attempt to sell the property before the claims of other interested parties can be
24 heard on their merits by a) making false statements to the Court to get rulings to Quiet Title in

1 their favor; b) use a licensed Realtor to use the MLS to market an HOA foreclosure property for
2 sale in violation of MLS policy; c) did not honor Nationstar's January 22, 2015, Request for
3 Notice recorded per NRS 107; and d) have never recorded a Lis Pendens which would have
4 provided appropriate public Notice of their June 16, 2015 lawsuit.

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

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

10 100. That the Stokes marketed the Subject Property in direct violation of the published
11 policy the Greater Las Vegas Valley Association of Realtors (GLVAR) to not use the Multiple
12 Listing Service (MLS) for marketing HOA foreclosure properties.

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

19 **Misrepresentations to the Court**

20 102. Judicial notice is requested of the fact that the Stokes' Counsel declared, under penalty
21 of perjury, in their July 6, 2016 Order Shortening Time that "*Jimijack is a party to the Real*
22 *Estate Purchase Agreement with a third party...Thus, based on the July 14, 2016 status hearing,*
23
24

1 *Jimijack is hopeful and believes that the third party buyer will agree to a short extension for the*
2 *close of escrow from June 27, 2016 to July 15, 2016.”*

3 103. Stokes’ Counsel’s statement to the Court, made under penalty of perjury,
4 misrepresented the material fact that the October 23, 2015 contingent sale already had a
5 projected October 30, 2016 closing date (as published in the MLS records and printed by
6 Counter-Claimant, on June 10, 2016) which resulted in their unfairly getting an order on their
7 motion to shorten time.

8 104. That any sale or transfer of the Property, prior to the judicial determination of the
9 respective rights and interests of the parties, should be rendered invalid.

10 105. Counter-Claimant has a reasonable probability of success on the merits of the Counter-
11 Claim, and compensatory damages will not compensate for the irreparable harm suffered if
12 Counter-Claimant loses title to a bona fide purchaser.

13 **PRAYER**

14 WHEREFORE, Counter-Claimant prays for judgment against the Counter-Defendants,
15 jointly and severally, as follows:

- 16 a. For a declaration and determination that Counter-Claimant’s interest is superior to
17 the interest of Plaintiff, and all other Counter-Defendants;
18 b. In the alternative, that the Stokes/Jimijack have no ownership rights whatsoever to
19 the Subject Property and quiet title is awarded to Counter-Claimant;
20 c. For a declaration and determination that even if all transfers of title to the
21 Property were subject to Hansen's Deed of Trust, legal ownership, including the
22 right to foreclose on the underlying debt, has not yet been determined;
23 d. For a declaration and determination that the HOA Sale is null, void, and did not
24

1 convey title from Counter-Claimant;

2 e. For a declaration and determination that the HOA sale was invalid and null and
3 void for the HOA's and HOA Agents' statutory and procedural violations;

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

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

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

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

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

22 k. For a declaration and determination that the HOA sale was not commercially
23 unreasonable with a sales price at 18% of fair market value;

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

1 u. For reasonable costs and fees incurred by Counter-Claimant for the prosecution of
2 this matter;

3 v. For any other relief the Court may deem just and proper.

4 Dated this ____ day of November, 2016.

5
6 _____
NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
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8
9 *Defendant in Intervention/Counter-Claimant*
10 *In Proper Person*
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nonaTOBIN@gmail.com
Defendant-in-Intervention/Cross-Claimant,
In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

Case No.: A-15-720032-C

Dept. No.: XXXI

**NONA TOBIN'S CROSSCLAIM
AGAINST SUN CITY ANTHEM
COMMUNITY ASSOCIATION, INC.
(HOA)**

NATIONSTAR MORTGAGE, LLC,

Counter-Claimant,

Vs.

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

Counter-Defendants

1
2 NONA TOBIN, an individual, Trustee of the
3 GORDON B. HANSEN TRUST, dated
4 8/22/08

5 Cross-Claimant,

6 vs.

7 SUN CITY ANTHEM COMMUNITY
8 ASSOCIATION, INC.,

9 Cross-Defendant.
10

11 **CROSSCLAIM**

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

16 **I.**

17 **PARTIES, JURISDICTION, AND VENUE**

18 1. Cross-Claimant, NONA TOBIN, is an Individual, and is a resident of Sun City
19 Community Association, Inc. (Herein "*HOA*") Henderson, Nevada. TOBIN is a both a
20 beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein "*GBH TRUST*"), dated
21 8/22/08, the titleholder of the Subject Property at the time of the disputed foreclosure sale
22 (Herein "*HOA sale*") for delinquent assessments (Herein "*HOA dues*").

23 2. Cross-Defendant, SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., is a
24 Nevada Non-profit Corporation formed under NRS 82 and operating under NRS 116. HOA

1 conducted its business entirely through HOA AGENTS under contract from inception until HOA
2 went to self-management on April 1, 2016.

3 3. The March 31, 2014 HOA Management contract was with FirstService Residential,
4 Nevada, LLC (FSR).

5 4. The February 26, 2010 HOA Management contract was with RMI Management, LLC
6 (RMI), signed by Kevin Wallace, RMI President.

7 5. The HOA surprisingly contracted separately for debt collection on April 27, 2012
8 with Red Rock Financial Services (RRFS), although RRFS is not a separate legal entity, and
9 FSR carries the only NRS 649 debt collector license d/b/a Red Rock Financial Services.

10 6. RMI, FSR and RRFS will be referred to herein collectively as “*HOA AGENTS*” as
11 they are not as yet existing parties as Named Defendants.

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

15 8. The Real Subject Property that is the subject of this civil action is commonly known
16 as: 2763 White Sage Drive, Henderson, Nevada 89052, A.P.N 191-13-811-052 (“*Subject*
17 *Property*”).

18 9. Venue and jurisdiction is proper as this action is within the jurisdictional limits of this
19 Court. Venue is proper because the Subject Property involved in this case is located in, and the
20 disputed HOA sale giving rise to Cross-Claimant’s claims occurred in Clark County, Nevada.

21 10. This Court has the authority to unwind and nullify all title changes precipitated by the
22 fatally-flawed HOA sale and return title to the Gordon B. Hansen Trust “GBH TRUST”, that
23 was the titleholder at the time of the sale, on August 15, 2014, subject to whatever liens as may
24 later be determined to encumber the title.

1 ///

2 ///

3 **II.**

4 **STATEMENT OF FACTS**

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

7 8. Gordon B. Hansen (Herein "*GBH*" or "*Hansen*") owned the Subject Property from
8 the time it was built in 2003, and originally held title with his then-wife, Marilyn.

9 9. Marilyn Hansen executed a Quit Claim Deed on June 4, 2004 (recorded June 11,
10 2004) granting her marital interest in the Subject Property to him as his sole Subject Property in
11 the divorce settlement.

12 10. GBH recorded the transfer of the Subject Property into the Gordon B. Hansen Trust,
13 dated August 22, 2008, on August 27, 2008, and the GBH TRUST retained the title until the
14 disputed HOA foreclosure sale on August 15, 2014.

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

18 12. Nona TOBIN (Herein "*Counter-Claimant*" or "*TOBIN*") became the Successor
19 Trustee of the GBH TRUST upon the Grantor's death. TOBIN was the fiancée, and later, the
20 caregiver for Hansen.

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

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

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

5 16. Rather than abandon the Subject Property or to allow it to fall into disrepair and
6 become a blight in this HOA, TOBIN allowed the renters who were down on their luck to remain
7 rent-free as caretakers after Hansen’s death. Within a few weeks, TOBIN listed the Subject
8 Property for a short sale with Proudfit Realty in February, 2012, and it was on the market for 459
9 days, during which there were two contingent sales.

10 17. In spite of TOBIN’s attempts to minimize deterioration of the Subject Property which
11 she believed to be solely in the financial interest of the bank, Bank of America (Herein “*BANA*”)
12 refused to protect the Subject Property, engaged in abusive debt collection practices, robo-calling
13 TOBIN’s residence up to 500 times while simultaneously refusing to close multiple escrows and
14 even refusing to accept TOBIN’s offer of a deed in lieu in July, 2013.

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

18 19. After six months of BANA’s losing documents, demanding repeated submission of
19 dozens of pages of documents, and BANA’s Investor’s refusal to accept any appraisals or offers,
20 the Buyers withdrew their offer and moved out in April, 2013.

21 20. In May, 2013, TOBIN accepted a \$395,000 offer, contingent on BANA’s Investor’s
22 approval (\$6,000 above the \$389,000 balance due on the loan and \$80,000 above the appraisal),
23 but after two months of hassles and problems with BANA’s closing escrow, the offer was
24 withdrawn.

1 21. Due to BANA's Investor's non-acceptance of the offer, the full payment of all HOA
2 claims was also lost, i.e. \$2,317 from Buyer and \$3,055.47 from BANA for delinquent dues, late
3 fees, and collection charges, and the asset enhancement fee (1/3 of 1% of gross sales price
4 required by CC&Rs section 8.12).

5 22. TOBIN paid the HOA dues for the Subject Property through September 30, 2012. until
6 The first quarter of nonpayment of HOA dues began October 1, 2012, and the first day of actual
7 and continuing delinquency was October 31, 2012.

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

11 24. HOA AGENTS did not correctly process TOBIN's check (\$300 for July 1 \$275 dues
12 + July 31 \$25 late fee for Subject Property) delivered to the HOA on August 17, 2012 (together
13 with her properly-processed HOA dues check for TOBIN's residence), and the account was
14 erroneously placed pre-maturely into collections on September 17, 2012, 43 days before the first
15 day of actual delinquency.

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

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

1 27. All notices from HOA AGENTS were given to the Realtors who also processed the
2 RRFS payoff demands sent to servicing bank, Bank of America (BANA) or, after December 1,
3 2013, to the new servicing bank, Nationstar, during the various escrows.

4 28. When TOBIN, in complete frustration, offered the keys to BANA, she notified them
5 that she would no longer financially support the Subject Property in the face of their neglect and
6 abuse. TOBIN stopped paying for, and turned off, the utilities.

7 29. BANA took possession by changing the locks and putting a lock box on the house,
8 but refused to pay for utilities or do anything at all to preserve the Subject Property. Once the
9 utilities were turned off, TOBIN had to deal with City of Henderson Code Compliance to drain
10 the pool when it turned green.

11 30. BANA required TOBIN to go through a several month process to determine if the
12 Subject Property qualified for a “deed-in-lieu” and then notified TOBIN verbally that it did not
13 qualify, and that BANA was closing the file with no action. BANA did not return possession or
14 change locks back and did not remove the lockbox when they refused to take title.

15 31. BANA sent TOBIN a written notice that Nationstar would be the new servicing bank
16 for the loan effective December 1, 2013, and BANA was never heard from again.

17 32. Exhausted from, by then, two years of debt collection harassment from BANA and
18 then Nationstar as well as having serious concerns about the liability to the Trust of having title to
19 the vacant Subject Property without having possession of it, TOBIN asked Realtor Craig LEIDY
20 (Herein “*LEIDY*”) to help her. LEIDY inspected the house and found that BANA had only
21 secured the front door, but had left the back door unlocked.

22 33. TOBIN re-took possession of the unlocked house and signed a new listing agreement
23 with Realtor Craig LEIDY, Berkshire Hathaway Home Services (BHHS) f/k/a Prudential, on
24 February 20, 2014 through June 20, 2014, which was later extended to October 31, 2014.

1 34. TOBIN signed a “Do Not Call” form to get Nationstar to deal only with LEIDY, but no
2 sooner had the bank robo-calls stopped, and TOBIN was inundated with bank-demanded
3 documents to sign to get a short sale approved and the HOA AGENT, Red Rock Financial
4 Services (RRFS) intensified its demands.

5 35. TOBIN gave LEIDY the February 12, 2014 HOA Notice of Sale (NOS) that the HOA
6 sale was scheduled on March 7, 2014. LEIDY went to RRFS office and met with Agent Christie
7 Marling because there were immediate offers on the Subject Property to get the HOA sale
8 postponed.

9 36. Before the HOA sale was actually held, there were multiple postponements because,
10 upon information and belief, there were multiple offers, an internet auction, and several
11 contingency sales that fell out of escrow due to repeated refusals by the Investor to accept offers.

12 37. The HOA sale was actually held on August 15, 2014 with no notice to Cross-
13 Claimant’s BHHS agent LEIDY who had requested and received notices previously.

14 38. As soon as LUCAS notified LEIDY of the new planned date for the HOA sale, LEIDY
15 attempted to reach RRFS agent Christie Marling, but she was unavailable to respond to his
16 request for postponement.

17 39. TOBIN only found out the sale had occurred after the fact verbally from LEIDY, and
18 never received notice herself, written or verbal, from the HOA or HOA AGENTS that the HOA
19 sale was to be held, or had been held, and

20 40. That all the title rights of the GBH TRUST to the Subject Property were taken without
21 notice which had been requested.

22 41. That the HOA foreclosure sale violated Nevada law, and was procedurally defective,
23 and thus, null, and *void*.

1 42. That the HOA sale was procedurally defective and thereby abridged Counter-
2 Claimant's title and other Subject Property rights without Constitutionally-, statutorily- and
3 procedurally-mandated due process.

4 43. That due to the fact that the Subject Property was purchased at the HOA sale for less
5 than 20% of the fair market value to a licensed Realtor with specific knowledge of the issues with
6 the chain of title, the Buyer at the HOA sale was not a *bona fide* purchaser.

7 44. That the HOA sale was void as statutorily non-compliant;

8 45. That HOA AGENTS illegally held the HOA sale without completing the mandatory
9 pre-foreclosure mediation process and

10 46. That HOA AGENTS withheld and/or provided false information to enforcement
11 officials to evade detection of their illegal acts which resulted in the wrongful foreclosure of the
12 Subject Property and damages to Cross-Complainant by the loss of title, possession, and use of
13 said Subject Property.

14 **FIRST CAUSE OF ACTION:**

15 **Wrongful Foreclosure (Against The HOA and HOA AGENTS)**
16 **Statutorily Non-Compliant**

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

19 48. The HOA did not conduct an equitable, Constitutionally-valid foreclosure sale in
20 compliance with the mandatory pre-requisites and conditions defined in the governing statutes
21 NRS (2013) 116.31162-NRS 116.31168, NRS 38.310(a), NRS 116.31085.

22 49. NRS 116.3116 was violated by HOA AGENTS in that the December 14, 2012 lien
23 included unauthorized and false charges.

24 50. NRS 116.31162 was violated by HOA AGENTS in that the non-conforming notices

1 were not consistently, or timely, sent to the Owner's address of record, and the pattern resulted in
2 the unfair removal of the owners' Subject Property rights without due process and for the unjust
3 enrichment of HOA AGENTS and their confederates.

4 51. There are defects with the notice of sale that the Court should rule rendered it invalid:
5 1) LEIDY had previously received four requested notices of changes to the original March 7,
6 2014 sale date, but was not notified when the sale actually occurred; 2) HOA AGENTS falsely
7 told Nevada enforcement agents that the Notice of Sale was canceled on May 15, 2014 because
8 the "owner was retained".

9 52. NRS 116.31164 was violated by HOA AGENTS in that 1) oral postponement of the
10 sale exceeded NRS 107 limits; 2) HOA AGENTS structured the collection and foreclosure
11 process to their own unjust enrichment instead of exclusively for the benefit of the HOA which
12 had the statutory right to bid on and own the Subject Property, sue or take other actions beside
13 foreclosure; 3) Violated Section 3(b) by failing to deliver a copy of the Foreclosure Deed to the
14 Nevada Real Estate Division (NRED) Ombudsman (OMB) within 30 days after the sale. This
15 intentional failure allowed HOA AGENTS to keep covert the fact that they held the HOA sale
16 illegally after falsely telling the Ombudsman (OMB) that the Notice of Sale (NOS) was canceled
17 on May 15, 2014 because the "owner was retained."

18 53. NRS 116.31085 governs limitations on power of executive board to meet in executive
19 session; procedure governing hearings on alleged violations; requirements concerning minutes of
20 certain meetings. The guaranteed forms of due process were not provided in that: a) The HOA
21 Board did not hold a hearing allowing b) presentation of evidence c) right to counsel, d) the right
22 to present witnesses or comply with section (5)...provide even "the minimum protections that
23 the executive board must provide before it may make a decision. The provisions of subsection 4
24 do not preempt any provisions of the governing documents that provide greater protections."

54. The HOA violated and continues to violate section (6) “The executive board shall maintain minutes of any decision made pursuant to subsection 4 concerning an alleged violation and, upon request, provide a copy of the decision to the person who was subject to being sanctioned at the hearing or to the person's designated representative” in that they refuse direct requests from the affected individual’s representative wrongly claiming to be bound by unspecified NRS 116 provisions requiring confidentiality of all executive session discussions with no exceptions.

SECOND CAUSE OF ACTION:

Failure To Provide Due Process: Procedurally Noncompliant (Against The HOA And HOA AGENTS)

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

56. Cross-Claimant was damaged and suffered the loss of the Subject Property without being provided due process because the HOA failed to conform to the procedural due process requirements mandated by their Governing Documents, their HOA Rules and Regulations, and their Resolution Establishing the Governing Documents Enforcement Policy & Process.

57. The “greater protections”, guaranteed by both the HOA Bylaws and the HOA’s November 17, 2011 Resolution Establishing the Governing Documents Enforcement Policy & Process, were not utilized in this case, resulting in further procedural due process violations against TOBIN which contribute to the justification for voiding the HOA sale.

58. On August 13, 2014, exactly two days before the surprise HOA foreclosure sale was held, a Notice of Sanctions was sent to TOBIN's residence, notifying the owner of the Subject Property of the procedural due process being offered to address an allegation of dead plants on the Subject Property, an outstanding example of how the process was supposed to be handled

1 when done correctly and how well HOA AGENTS knew to apply the procedure for handling
2 allegations of CC&R violations when applied to trivial violations.

3 59. The HOA Board, as a standard practice, made the most momentous decision about the
4 Subject Property and the appropriate sanction for the owner in delinquency, i.e. whether a) to
5 purchase the Subject Property, b) to offer a payment plan or other mitigation, c) to sue in small
6 claims court or d) or to foreclose thereby issuing the ultimate sanction of completely losing the
7 \$400,000 Subject Property, based solely on allegations made in secret by its Managing Agent
8 (FSR) and its Debt Collector Agent (FSR d/b/a RRFS).

9 60. That HPA Agents are financially incentivized to disregard the HOA member's rights
10 to due process and to manipulate the HOA Board into essentially having only a "kangaroo court"
11 for collections issues.

12 61. The HOA and HOA AGENTS failed to conform to the very specific steps "that
13 provide greater protections" and are required whenever there is an allegation that a homeowner
14 has violated the governing documents that may result in a sanction, e.g., 1) notice of the violation
15 and possible sanction, 2) request for the owner to reply in writing, and 3) a notification that a
16 hearing will be held at a specific time/day, and 4) that the owner has a chance to reschedule it
17 once. None of these greater protections were offered in this case that led to the sanction of losing
18 all rights to a house valued at approximately \$400,000.

19 62. The resolution also provided that the owner "will have the right to make a statement to
20 the Hearing Panel, present written testimony, provide documentation, and/or invite a witness to
21 testify on their behalf." None of these guaranteed due process rights were offered in the case that
22 ended in foreclosure, the ultimate sanction for violation of the CC&Rs.

23 63. That the resolution provided guaranteed due process including a) a hearing is held
24 which the Owner may choose to attend, b) a decision is made, c) a Notice of Sanctions letter

1 goes to the Owner that d) allows the Owner 15 days to e) appeal to the Board of Directors, e)
2 The Board reviews the appeal in executive session, f) but allows the Owner to make a statement
3 to the Board and then g) the HOA Board makes its decision in private. Again, none of these due
4 process steps happened in this case.

5 63. That the resolution is intended to articulate the protocol for providing due process
6 when the violation of the CC&Rs is failure to pay delinquent HOA dues is made clear by the two
7 exceptions to notice requirements that are made for collections issues:

8 64. The resolution articulates two exceptions to the standard notices required before an
9 HOA member can be sanctioned for an alleged violation of the CC&Rs procedures when the
10 allegation is a collections issue, both of which are cryptic to the point of being nonsensical and
11 seriously beg the question of Constitutionality:

12 65. a) *“For Collection Account Hearings the Notice of Hearing and the Sanction to be*
13 *imposed for accounts at collections are both noticed in one letter: (sic)”* and

14 66. b) *“If the appeal ;was (sic) made directly to the Community Association and not via*
15 *the collection agency then the Association shall send an Appeal Hearing Determination letter*
16 *within five (5) business day after the Appeal Hearing.”*

17 67. Whatever those two exceptions may mean or don't mean, there simply was no
18 invitation to a hearing, no appeal, and no notice that the decision had been made to foreclose by
19 the HOA Board.

20 68. There has never been any notice from the HOA or the HOA AGENTS that the HOA
21 sale actually occurred even though all Cross-Claimant's title rights to a \$400,000 house had been
22 removed without notice or due process.

23 69. The extreme irony is that at the exact same time, relating to the exact same Subject
24 Property, an allegation was made of a trivial violation of the CC&Rs, i.e., dead plants, for which

1 the exact same Owner could be sanctioned. for this trivial violation of the CC&Rs for which the
2 full due process.

3 70. For the trivial violation of dead plants, an HOA AGENT, employed by FSR,
4 implemented the procedure for due process impeccably:

5 71. a) with notice of the violation of dead plants,

6 72. b) with the possible sanction of \$100,

7 73. c) a hearing

8 74. d) that the owner could attend,

9 75. e) opportunity to defend against the allegations,

10 76. f) appeal to the Board, and then

11 77. g) on August 13, 2014 the Notice Sanctions for of \$100, two days before the surprise
12 HOA sale took all Cross-Claimant's rights the \$400,000 house without any due process or even
13 notice afterward that the sale had occurred.

14 78. The HOA Board's most momentous decision of how to sanction Cross-Claimant, an
15 HOA member, based on an allegation of delinquent HOA dues was to decide among their legal
16 options: a) to purchase the Subject Property in delinquency, b) to offer a payment plan, c) to sue
17 in small claims court or d) to foreclose, was made based solely on allegations made in secret by
18 HOA AGENTS who financially benefitted from wrongful foreclosure of the Subject Property.

19 79. That HOA AGENTS conducted the collection process in a manner that deceived the
20 HOA Board and tricked them into not following their own procedures and into making decisions
21 which caused damages to Cross-Claimant.

22 //

23 //

24 //

1 **THIRD CAUSE OF ACTION:**

2 **CIVIL CONSPIRACY**

3 **(Against HOA AGENTS)**

4 80. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set
5 forth herein All the elements of an actionable conspiracy were met in this case: a) two or more
6 persons, b) unlawful objective to be achieved; c) an agreement on the objective or means to
7 achieve the objective; d) overt act(s) in furtherance of the conspiracy; and e) a resulting injury or
8 damages.

9 81. That HOA AGENTS acted in concert to conceal illegal acts resulting in unfairly
10 depriving Cross-Claimant of the Subject Property for the unjust enrichment of themselves and
11 undeserving fellow conspirators.

12 82. That HOA AGENTS, RMI, RMI President, Kevin Wallace; FSR, FSR President
13 Steven Parker; RRFS President Joel Just; RRFS agents Christie Marling, Rebecca Tom,
14 Eungel Watson; BHHS Realtor Thomas LUCAS; Joel and Sandra Stokes; Attorney Joseph
15 Hong; Attorney Peter Mortenson; Notary CluAynne M. Corwin; Yuen K. Lee as Manager of
16 defaulted F. Bondurant, LLC; Realtor Robert Goldsmith; BHHS Realtor Carlos Caipa;
17 BHHS Realtor Kristen Madden; BHHS Owner Mark Stark; BHHS Broker, Forrest Barbee,
18 and fictitious Defendants, acted covertly, in concert to:

19 83. Conduct and/or participate in the HOA sale from which others were excluded; and/or
20 concealed the true nature, financing and timing of subsequent transfers of title and/or to
21 market the Subject Property utilizing: a) improper, insufficient and selective notification, b)
22 through the use of bogus and/or illegally structured entities, c) providing false information to
23 enforcement agencies and the HOA Board d) misusing the MLS system and other methods.

24 84. HOA AGENTS and others complicit in fraudulent conduct of HOA sale and re-
conveyance of Subject Property to non-bona fide purchasers to unfairly deprive Cross-

1 Claimant of the Subject Property for their own unjust enrichment in that notice of the actual
2 sale was given to BHHS Realtor Tom LUCAS who had a previously purchased an HOA
3 foreclosure Subject Property from RRFS, but did not give notice of the actual sale to Cross-
4 Claimant's agent, BHHS Realtor Craig LEIDY.

5 85. That it is unknown if any notices, or other publicity, made the date of the HOA sale
6 was actually held known to any other party besides BHHS Realtor Thomas LUCAS.

7 86. Cross-claimant alleges that conspirators have illegally used improperly licensed and
8 registered entities to further their unfair enterprises and concealing and perpetrating unlawful
9 conveyance of the Subject Property for their unjust enrichment which resulted in Cross-
10 Claimant's loss of title and possession of the Subject Property through:

- 11 a) formation and use of a corporation to transfer to it the existing liability of another
12 person or entity (Shea v. Leonis, supra, 14 Cal. 2d 666)
- 13 b) the concealment and misrepresentation of the identity of the responsible
14 ownership, management and financial interest [210 Cal. App. 2d 840]
- 15 c) disregard of legal formalities and the failure to maintain arm's length relationships
16 among related entities (Riddle v. Leuschner, supra, 51 Cal. 2d 574)
- 17 d) the use of a corporation as a mere shell, instrumentality or conduit for a single
18 venture or the business of an individual or another corporation (McCombs v.
19 Rudman, supra, 197 Cal. App. 2d 46; Asamen v. Thompson, supra, 55 Cal. App.
20 2d 661)
- 21 e) the use of the same office or business location; the employment of the same
22 employees and/or attorney (McCombs v. Rudman, supra; Talbot v. Fresno-Pacific
23 Corp., supra; Thomson v. L. C. Roney Co., supra; Pan Pacific Sash & Door Co. v.
24 Greendale Park, Inc., supra)

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

3 87. That Cross-Defendants' conduct deviated from the usual course of business and the
4 customary written documentation, purchase agreements, neutral escrow for proper handling
5 and accounting for funds taken in and disbursed, and proper recording of instruments of
6 conveyance, thereby perpetuating a fraud which caused damages to Cross-Claimantcross-
7 Claimant alleges that the conspiring Realtors Cross-Claimant alleges that in order to facilitate
8 transfers that allowed fellow conspirators to evade paying the required real Subject Property
9 transfer taxes (RPTT) and HOA-mandated New Member Set-up Fee and Asset Enhancement
10 Fees, the conspirators:

- 11 a) violated their licenses to facilitate fraudulent conveyances,
- 12 b) utilized insider information in violation of the Exclusive Agency agreement TOBIN
13 had with BHHS, Forrest Barbee, Broker to purchase at the HOA sale;
- 14 c) violated MLS directives to market the Subject Property,
- 15 d) caused to be recorded the fraudulent June 9, 2015 Quit Claim Deeds that falsified
16 the chain of title;

17 **FOURTH CAUSE OF ACTION:**
18 **FRAUDULENT CONCEALMENT**
19 **(Against HOA AGENTS)**

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

22 89. That the HOA AGENTS withheld/provided false information to enforcement officials
23 to conceal illegal conduct of HOA sale.
24

1 90. That the HOA AGENTS violated NRS 38.310 (1)(a) that defines mediation as a
2 necessary prerequisite of a valid HOA foreclosure.

3 91. That the HOA AGENTS violated NAC 116A.345 (2)(b) by providing false
4 information to enforcement officials by telling the Ombudsman (OMB) that the “Owner was
5 retained” so the HOA could avoid completing the mandatory mediation process and still
6 conduct the foreclosure sale,

7 92. That the HOA AGENTS tricked the OMB into believing that the mediation process
8 was no longer necessary by telling the OMB the “Owner was retained.”

9 93. That the enforcement agency canceled the “OMB NOS” (Notice of Sale) case on May
10 15, 2014.

11 94. After deceiving the enforcement agency, HOA AGENTS held the foreclosure sale on
12 August 15, 2014, illegally anyway, even though the mandatory NOS process was cancelled
13 on May 15, 2014 based on their deception thereby permitting HOA AGENTS to evade
14 enforcement by having the sale without having done the required mediation and without the
15 OMB certificate of completion required by NAC 38.350 (7)(a).

16 95. That the HOA AGENTS concealed the unlawful sale by failing to deliver the
17 Foreclosure Deed to the OMB within 30 days as required (per 2013) NRS 116.31164 (3)(b).

18 96. That the HOA AGENTS thereby thwarted the NRED from exercising its enforcement
19 authority granted to them by NRS 116.615 and NRS 116.625 to prevent the unlawful sale,
20 thereby taking away the Subject Property rights of the heirs of the legitimate homeowner
21 without constitutionally-protected and statutorily-defined due process.

22 //

23 //

1 **FIFTH CAUSE OF ACTION:**

2 **UNJUST ENRICHMENT**

3 **(Against HOA AGENTS)**

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

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

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

10 a) There were no expenses of sale as the cost to conduct a foreclosure sale is limited to
11 \$125.00 by the April 27, 2012 RRFS Delinquent Assessment Collection
12 Agreement, and the lien of \$5,081.45 already included erroneous, duplicative and
13 unauthorized charges.

14 b) There was no expense of securing possession. The Subject Property was vacant, and
15 the key just handed to the Buyer.

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

21 d) Satisfaction of subordinate claims. None of the excess proceeds went to any of the
22 entities who had recorded liens. Or, alternatively, if any of the lienholders did
23
24

1 receive the excess proceeds, none of the lienholders properly accounted for
2 receiving any funds, and none removed their liens.

3 e) Remittance of any excess to the unit's owner. Within a few months after the sale,
4 TOBIN attempted to claim the excess proceeds since it was clear the HOA
5 AGENTS were treating the bank loan as "extinguished". In response to direct
6 inquiries, HOA AGENTS were deceptive and refused to speak with TOBIN about
7 the claim, stating at different times in late 2014: 1) that she had no standing, 2) that
8 RRFS had no record of her in relation to the Subject Property, and 3) that RRFS had
9 turned the money over to the court to distribute.

10 **SIXTH CAUSE OF ACTION:**

11 **BREACH OF CONTRACT**

12 **(Against HOA and HOA AGENTS)**

13
14 100. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set
15 forth herein, and further alleges:

16 101. That the HOA AGENTS violated numerous provisions of their contracts with the
17 HOA to the specific detriment of Cross-Claimant's title rights. For example, That the HOA
18 AGENTS violated the HOA/RRFS 4/27/12 Delinquent Collection Assessment Agreement",
19 section 4 by untimely processing of TOBIN's August 17, 2012 HOA dues payment that
20 resulted in unauthorized and pre-mature beginning of the collections process;

21 102. HOA AGENTS violated HOA/RRFS 4/27/12 Delinquent Collection Assessment
22 Agreement", section 5 by "The (HOA) authorizes Red Rock to offer delinquent homeowners
23 payment plans or extensions up to 24 months in duration without the Board of Directors'
24 authorization...".

1 103. Although the HOA is responsible for the acts of its agents under the principle of
2 Respondeat Superior, it cannot be ignored that HOA AGENTS used deceit and trickery,
3 usurped the HOA Board's authority, failed to act as fiduciaries, and covertly engaged in foul
4 play for their own unjust profit at the expense of Cross-Claimant and this HOA, if not many
5 others.

6 104. On August 15, 2014 the HOA AGENT FSR d/b/a RRFS held the HOA sale without
7 any notice to the owner. After the illegal sale, the HOA AGENTS not only did not provide a
8 Notice of Sanctions Letter or in any way communicate that HOA AGENTS had used the
9 HOA's authority to take the ultimate sanction against the owner without due process.

10 105. NRS 116.1113 imposes an obligation of good faith which was violated by HOA
11 AGENTS when they conducted the HOA sale for their own enrichment and in violation of the
12 rights of due process of TOBIN and their contractual and fiduciary obligations to the HOA whose
13 authority they usurped.

14 106. That the HOA has separate contracts with the Managing Agent (FSR) and its Debt
15 Collector Agent (RRFS) who failed to disclose that it is actually the Managing Agent (FSR) that
16 holds the debt collection license d/b/a RRFS and that separate contracts is a ruse.

17 107. In the management contract with FSR, RRFS is described merely as an "Affiliate" that
18 the HOA "is not required to use", falsely implying that RRFS is a separate legal entity with its
19 own separate debt collector license.

20 108. Failure to disclose this very significant financial conflict of interest in addition to HOA
21 AGENTS' multiple violations of laws, regulations, and the governing documents invokes section
22 5.3 of the March 31, 2014 FSR Management Agency Agreement that requires FSR to defend,
23 indemnify and hold HOA harmless for FSR's negligence and statutory and procedural violations.
24

1 109. Section 7, second paragraph of the April 27, 2012 RRFS Delinquent Assessment
2 Collection Agreement is triggered both by HOA AGENTS' violation of that agreement, but by
3 their violations of statutes, governing documents and HOA rules and regulations.

4 110. HOA AGENTS' actions in violating statutes violates the contract provision in the
5 FSR Management Agreement requiring FSR to manage the HOA "...pursuant to all
6 provisions of the NRS and NAC pertaining to the governance of ...(HOAs)". FSR violations:

- 7 a) NRS 116.1113 Violation of duty of good faith
- 8 b) NRS 116A.630 (1)(a) Violation of fiduciary duty
- 9 c) NRS 116A.630 (1)(b) Failure to exercise ordinary and reasonable care
- 10 d) NRS 116A.620 Failure to comply with statutory standards of practice
- 11 e) 116A.355(2)(f) Failure to disclose to a client any material fact
- 12 f) NRS 116A.355(2)(h) Failure to account for or remit money within a reasonable
13 time
- 14 g) NRS 16A.355(2) (i) Exceeded the authority granted to him or her by the client
- 15 h) NRS 116A.345(9) Collecting fees or charges that were not specified in the
16 management agreement
- 17 i) NRS116A.355(2)(f). Deceitful, fraudulent, or dishonest conduct to the
18 Association and the Division.

19
20 **PRAYER**

21 WHEREFORE, Cross-Claimant prays for judgment against the Cross-Defendants, jointly
22 and severally, as follows:

- 23 a. For a declaration and determination that the HOA Sale is null, void, and did
24 not convey title from, or in any way diminish, Cross-Claimant's right to

- possession, use and profit from the Subject Property;
- b. For a declaration and determination that the HOA sale was invalid and null and void for the HOA's and HOA AGENTS' statutory and procedural violations;
- c. For a declaration and determination that the conduct of Cross-Defendant HOA AGENTS in connection with the HOA sale and the subsequent transfer of title to Counter-Defendants was accompanied by actual fraud, deceit, or trickery for which HOA and HOA AGENTS are liable to pay punitive damages to Cross-Claimant;
- d. For a declaration and determination that any and all of their claimed rights to ownership of the Subject Property by Realtor Thomas LUCAS d/b/a Opportunity Homes, LLC, purported purchaser at the HOA sale, Yuen K. Lee and/or F. Bondurant, LLC and the Stokes and/or Jimijack are null and void due to their complicity with HOA AGENTS' actions and omissions in failing to conduct arms-length, commercially reasonable transactions that resulted in fraudulent conveyances to non-bona-fide purchasers for value;
- e. That Counter-Defendants are not *bona fide* purchasers for value, and that the HOA sale transfers of Subject Property failed to meet the NRS 111.180 or the *ShadowWood* standards;
- f. For general damages in an amount in excess of \$10,000;
- g. For treble actual damages in punitive damages to compensate for HOA AGENTS' complicity in the illegal actions, including fraudulent transfer of the Subject Property;
- h. For specific damages in an amount as yet undetermined;

1 i. For reasonable costs and fees incurred by Counter-Claimant for the
2 prosecution of this matter;

3 j. For any other relief the Court may deem just and proper.

4 Dated this ____ day of November, 2016.

5
6 _____
NONA TOBIN, Trustee
7 Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
8 Henderson NV 89052
Phone: (702) 465-2199
9 nonaTOBIN@gmail.com
10 *Defendant-in-Intervention, Cross-Claimant*
In Proper Person
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23
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NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
Defendant-in-Intervention/Cross-Claimant,
In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counter-Claimant,

vs.

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

Counter-Defendants

Case No.: A-15-720032-C

Dept. No.: XXXI

**NONA TOBIN'S CROSSCLAIM
AGAINST THOMAS LUCAS D/B/A
OPPORTUNITY HOMES, LLC**

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

3 Cross-Claimant,

4 vs.

5 OPPORTUNITY HOMES, LLC, THOMAS
6 LUCAS, Manager

7 Cross-Defendant.

8
9 **NONA TOBIN'S CROSSCLAIM AGAINST THOMAS LUCAS**
D/B/A OPPORTUNITY HOMES, LLC

10 COMES NOW, Cross-Claimant, NONA TOBIN, Trustee of the Gordon B. Hansen Trust,
11 (hereinafter "*Cross-Claimant*" or "*TOBIN*"), in proper person, and hereby submits her cross
12 claim against THOMAS LUCAS (Herein "*LUCAS*") d/b/a OPPORTUNITY HOMES, LLC
13 (Herein "*OP HOMES*") AS FOLLOWS:

14 **I.**

15 **PARTIES, JURISDICTION, AND VENUE**

16 1. Cross-Claimant, NONA TOBIN (Herein "*Cross-Claimant*" or "*TOBIN*"), is an
17 Individual, and is a resident of Sun City Community Association, Inc. (HOA), Henderson,
18 Nevada. She is both a beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein
19 "*GBH TRUST*"), the titleholder of the Subject Property at the time of the disputed foreclosure
20 sale (Herein "*HOA sale*") for delinquent assessments (Herein "*HOA dues*").

21 2. Cross-Defendant TOMAS LUCAS (Herein "*LUCAS*") is a licensed Realtor (license
22 number BS.0000599) who works for Berkshire Hathaway Nevada Properties (Herein "*BHHS*")
23 under the Broker, Forrest Barbee, at 3185 St. Rose Parkway #100, Henderson, 89052.

24 3. OPPORTUNITY HOMES, LLC (Herein "*OP HOMES*") was registered with the

1 Nevada Secretary of State on March 21, 2014 as a Limited Liability Company (#E0150942014-
2 3), listing no members and only naming LUCAS as both the sole Manager and the Non-
3 commercial Registered Agent. No physical address was given to the Nevada Secretary of State
4 (NV SOS) as required to register as an LLC, only 2657 Windmill Parkway, Suite 145,
5 Henderson 89074, which is actually a mail box in Mail Box etc. and will not accept process of
6 service.

7 4. The Real Property that is the subject of this civil action consists of a residence
8 commonly known as 2763 White Sage Drive, Henderson NV, 89052, identified by APN# 191-
9 13-811-052 hereinafter referred to as "*Subject Property*".

10 5. Subject Property is located in a Homeowners association called: Sun City Anthem
11 Community Association, Inc. (Herein, "HOA").

12 6. The real property involved is located within the jurisdictional limits of the court.

13 7. The parties live and/or do business within City of Henderson and Clark County,
14 Nevada.

15 8. Venue is correct because Court has authority to grant equitable relief from a defective
16 HOA sale per *Shadow Wood HOA v. N.Y Cmty. Bancorp* 132 Nev. Adv Op 5 at 15.

17 **FIRST CAUSE OF ACTION:**

18 **QUIET TITLE AND EQUITABLE RELIEF**

19 **(Rescinded Notice of Default, Cancelled Notice of Sale, No Bona Fide Purchaser)**

20
21 9. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
22 herein, and further alleges:

23 10. That although NRS 116.31166 (2013), states that certain recitals in an HOA trustee's
24 sale deed are "conclusive proof of the matters recited," that is insufficient to render such deeds

1 unassailable per Shadow Wood HOA v. N.Y. Cmty. Bancorp 132 Nev. Adv. Op. No. 5 because,
2 as in this case, misrepresentation and fraud was involved.

3 11. A Foreclosure Deed recorded on August 22, 2014, against Subject Property, included
4 the false recitals claiming that:

5 “AGENT STATES THAT: This conveyance is made pursuant to the powers
6 conferred upon agent by Nevada Revised Statutes, the Sun City Anthem
7 Community Association governing documents (CC&R's) and that certain Lien for
8 Delinquent Assessments, described herein. Default occurred as set forth in a Notice of
9 Default *and* Election to Sell, recorded on 03/12/2013 as instrument number 0000847
10 Book 20130312 which was recorded in the office of the recorder of said county. Red
11 Rock Financial Services has complied with all requirements of law including, but not
12 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.”

13 12. That the claim on the Deed that the property was sold at “...public auction on 08/15/14,
14 at the place indicated on the Notice of Sale...” is false by the omission of “at the time” in that the
15 only published Notice of Sale stated the sale would be held on March 7, 2014.

16 13. That there was never any published notice that the HOA sale would actually be held at
17 a time other than 10 AM on March 7, 2014, despite there being at least four postponements.

18 14. That the claims made on the foreclosure deed are false in that they are based on the
19 cancelled/rescinded Notice of Default recorded on March 12, 2013, instrument 0000847-Book
20 20130312.

21 15. The March 12, 2013 Notice of Default had been cancelled and rescinded by the April 3,
22 2013 instrument number 201304030001569 which stated:

23 “Red Rock Financial Services and/or Sun City Anthem Community
24 Association does hereby cancel, rescind and withdraw the Notice of Default

1 and Election to Sell Pursuant to the Lien for Delinquent Assessments,
2 recorded on 03/12/2013 as Book 20130312 and Instrument Number 0000847
3 of the Official Records in the Office of the Recorder of Clark County,
4 Nevada.”

5 16. Further, that the claim that there was a “Notice of Sale” in effect at the time of the HOA
6 sale as described in the Foreclosure Deed is false in that the Nevada Real Estate Division
7 Ombudsman (OMB) had been told by Red Rock Financial Services that the “OMB Notice of
8 Sale” pre-foreclosure mediation process should be cancelled because “Owner was Retained”.

9 17. That this false information, “Owner was Retained”, provided to enforcement officials
10 caused the Ombudsman to cancel the Notice of Sale on May 15, 2014, resulting in the August 15,
11 2014 sale HOA Agents held illegally to be statutorily non-compliant and therefore, null and void.

12 18. That Realtor Thomas Lucas d/b/a Opportunity Homes LLC was Not a Bona Fide
13 Purchaser for Value in an Arms-Length Transaction .

14 19. That the HOA sale is void as there was no bona fide purchaser per NRS 111.180, who
15 had no unfair advantage over other potential bidders who met the statutory conditions: 1) act in
16 good faith; 2) purchase for valuable consideration; and 3) not have actual knowledge, constructive
17 notice of, or reasonable cause to know that there exists a defect in, or adverse rights, title or
18 interest to, the real property.

19 20. That the Buyer, Realtor Thomas LUCAS (Herein “*LUCAS*”) d/b/a OPPORTUNITY
20 HOMES (Herein “*OP HOMES*”) does not meet any of these criteria.

21 21. That the “Good Faith” condition was not met. OP HOMES was the name in which
22 LUCAS purchased the property at the HOA sale, but evidence indicates that OP HOMES is
23 actually illegally functioning as his alter ego, allowing LUCAS to act in a manner which would
24 not otherwise be legal for a licensed Realtor, and which violates NRS 86.141, i.e., forming an
LLC for an illegal purpose. NRCP Rule 9(a) specifies a challenge “the legal existence of any

1 party” is to be made by “specific negative averment, which shall include such supporting
2 particulars as are peculiarly within the pleader’s knowledge.”

3 22. That NRS 86.211 authorizes a challenge to rebut the sufficiency of the Articles of
4 Organization of an LLC, and the facts set forth and to make such rebuttal a part of a record of a
5 court of competent jurisdiction.

6 23. That there are irregularities in OP HOMES corporate filings, which exists in the public
7 record, and indicate bad faith as well as specific violations of Nevada, Clark County, and City of
8 Henderson statutes and ordinances governing commercial registration and business licensing:

9 24. a) an attempt to conceal ownership by claiming to be a Manager rather than a Member
10 (NRS 86.151),

11 25. b) Articles of Organization do not identify a physical residential or office address as
12 required by NRS 86.161.

13 26. c) LUCAS is listed as OP HOMES’ only Manager and the Noncommercial Registered
14 Agent at the same address: 2657 Windmill Parkway, Suite 145, Henderson 89074 is actually a
15 mail box. (NRS 86.231).

16 27. d) LLC registered with only an unverifiable address that cannot be used for service of
17 summons, a violation of NRS 86.231. Affidavit of due diligence filed on January 26, 2016,
18 illustrates the problem created in this case.

19 28. e) that there is no public record of any business licenses in Henderson or Clark County
20 as Thomas LUCAS, as an individual or as Thomas LUCAS, LLC, or as OPPORTUNITY
21 HOMES LLC.

22 29. That the second condition was not met: “Purchase for valuable consideration.” The
23 Subject Property in this case, was purchased for \$63,100 which was less than 18% of the
24 \$353,529 value listed on the 8/22/14 Statement of Value for Transfer Tax that Thomas LUCAS

1 caused to be recorded with the Foreclosure Deed. A purchase below 20% of fair market value has
2 been established in multiple court cases to be “commercially unreasonable.” *Shadow Wood*
3 *Homeowners Association, Inc. v. NY Com. Bank* 132 Nev. Adv. Op 5 at 15 (2016) *citing*
4 *Restatement (Third) of Prop: Mortgages* §8.3 cmt b.(1997)(“A court is warranted in invalidating a
5 sale where the price is less than 20 percent of fair market”).

6 30. That the third condition was not met: Buyer must not have “actual knowledge,
7 constructive notice of, or reasonable cause to know that there exists a defect in, or adverse rights,
8 title or interest to, the real property.”

9 31. LUCAS had an existing commercial relationship with HOA Agent, Red Rock Financial
10 Services (RRFS) that conducted the disputed HOA sale and was a previous purchaser as OP
11 HOMES, LLC, of at least one other HOA foreclosure sale conducted by the same RRFS agent as
12 the one who managed the HOA sale of the Subject Property.

13 32. That the corporate veil must be pierced as OP HOMES, LLC, is not a legally valid
14 entity, buy an alter-ego of LUCAS.

15 33. That OP HOMES served the illegal purpose of allowing BHHS Realtor Thomas
16 LUCAS to unfairly and covertly utilize the insider information he obtained as a licensee.

17 34. That LUCAS violated his duties as a BHHS Realtor and violated protections
18 guaranteed in the contract that NONA TOBIN, Trustee of the Gordon B. Hansen Trust, dated
19 8/22/08 had with LUCAS’ BHHS Broker, Forrest Barbee.

20 35. That it is a thinly-disguised fiction that LUCAS’ alter ego, OP HOMES, LLC,
21 purchased the property at the HOA sale, and not LUCAS himself, inappropriately using his
22 position at BHHS, insider knowledge and BHHS Realtor license.

23 36. On February 20, 2014, TOBIN signed an Exclusive Authorization and Right to Sell
24 Exchange or Lease Brokerage Listing Agreement (ER) with Craig Leidy, (Herein “*Leidy*”),

1 Realtor with Berkshire Hathaway Home Services (BHHS), (FKA Prudential) who worked under
2 the license of Broker Forrest Barbee, and renewed the ER to extend from June 20, 2014 through
3 October 31, 2014.

4 37. Thomas LUCAS was also a Realtor (Nevada Realtor license BS.0000599) working
5 under Broker Forrest Barbee at BHHS, a position from which Thomas LUCAS had actual or
6 constructive notice of: a) problems with the title, b) the pre-sale disputes between the owner and
7 Nationstar over their refusal to name the investor, c) the refusal of the “investor” to close escrow
8 after a \$350,000 bid in a public auction BHHS agent Leidy put on www.auction.com two months
9 before the sale, instructing Leidy to re-list it at a higher price, and d) the bank’s “investor’s”
10 rejection of a \$375,000 offer on August 1, 2014, two weeks before the HOA sale.

11 38. That Cross-Defendant LUCAS, d/b/a OP HOMES knew the HOA sale was going to
12 proceed while the listing agent, Craig Leidy, who had requested (and received notification four
13 times previously from HOA Agents conducting the sale) was not given notice regarding the
14 scheduled time for the HOA sale.

15 39. That as a result Cross-Defendants’ breach of contract, Cross-Claimant entitled to a
16 declaratory judgment, quieting title in her favor.

17 **SECOND CAUSE OF ACTION:**
18 **BREACH OF BHHS CONTRACT**
19 **(Against Realtor LUCAS and BHHS Broker and Owner)**

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

22 41. That TOBIN had an Exclusive Right to Sell (ER) listing agreement with BHHS Realtor
23 Craig Leidy (Herein “LEIDY”) of Berkshire Hathaway Home Services, Nevada (BHHS) (f/k/a
24

1 Prudential) signed by BHHS Broker Forrest Barbee, to list and sell the Subject Property for an
2 original term of February 20, 2014 through June 20, 2014.

3 42. That the ER agreement with BHHS was extended from June 20, 2014 through October
4 31, 2014 by a change order signed July 25, 2014.

5 43. That Cross-Defendant LUCAS had access to information which prevents him from
6 being a “bona fide purchaser” due to the fact that now, and at the time of the HOA sale, LUCAS
7 was a licensed Nevada Realtor serving under the license of Forrest Barbee, Broker, who had the
8 exclusive ER listing agreement with TOBIN from six months before the HOA sale to two months
9 after the HOA sale.

10 44. That Cross Defendant and purported high bidder at the HOA sale, OPPORTUNITY
11 HOMES, LLC (Herein “*OP HOMES*”) was actually a sham LLC that served to cloak the identity
12 of BHHS Realtor LUCAS and served as LUCAS’ alter ego to shield LUCAS from liability for
13 illegal acts done in violation of his BHHS Realtor license under Forrest Barbee while Barbee and
14 BHHS were under contract with, and had a fiduciary duty to, TOBIN, as Successor Trustee of the
15 Gordon B. Hansen Trust, owner of the Subject Property. On August 1, 2014, TOBIN went to the
16 BHHS office on St. Rose Parkway (where LUCAS also displays his license) to sign documents to
17 extend the listing and raise the asking price as demanded by Nationstar’s Investor.

18 45. While there, in the same BHHS office where LUCAS works, TOBIN told BHHS
19 Realtor, Carlos Caipa (License (S.0047323) that: a) she was fed up with the hassles with the
20 banks, b) that she had documentation that neither BANA nor Nationstar owned her loan, c) that
21 Nationstar would never answer her request for them to identify the Investor, and d) that she was
22 ready to sue them to cancel the debt.

1 46. That TOBIN's disclosure to Caipa in the BHHS office two weeks before the sale,
2 further indicates that LUCAS had constructive notice of the very information that would
3 encourage a speculative purchase of Subject Property.

4 47. That the HOA sale was held on August 15, 2014, with no notice given to Cross-
5 Claimant's BHHS agent LEIDY, who had requested and received notices previously.

6 48. That the purchaser at the HOA sale was BHHS Realtor, LUCAS, d/b/a/
7 OPPORTUNITY HOMES, LLC, who told Leidy the day before the sale that one of his listings
8 was to be sold the next day, and since LUCAS was going to bid on it, he asked Leidy for
9 information about the property.

10 49. That, once informed of the HOA sale by LUCAS, Leidy attempted to reach HOA
11 Agent, RRFS agent Christie Marling, but she was unavailable to respond to a request for
12 postponement.

13 50. That on August 29, 2014, LEIDY sent TOBIN an email with a
14 "Withdrawal/Termination" order to cancel the BHHS listing Exclusive Right to Sell (ER)
15 agreement which had a October 31, 2014 end date, to terminate effective August 20, 2014 (five
16 days after the HOA sale).

17 51. That LEIDY claimed that the termination of the listing would stop the calls on the
18 property and that "*The new owner is an agent in our office by the name of Tom Lucas. He intends*
19 *to keep the property.*"

20 52. That on September 11, 2014, TOBIN sent an email to LEIDY in which TOBIN refused
21 to cancel the BHHS ER listing agreement.

22 53. That Cross-claimant summarized her understanding of LUCAS and BHHS' role in the
23 HOA sale in that same September 11, 2014 email to LEIDY:
24

1 *“Then on August 15 I emailed you that there had been an HOA*
2 *committee hearing about the dead plants and that a clock starting on fines.*
3 *After that you called me and said a lot had been happening since we had*
4 *spoken, to wit:*

5 1. *there had been a foreclosure sale by Red Rock for delinquent HOA*
6 *dues at some unspecified time*

7 2. *the new owner was a friend of yours and an agent in your Berkshire*
8 *Hathaway office*

9 3. *the purchase price had been \$63,000*

10 4. *the trust no longer had any responsibilities or concerns about the*
11 *property as all the headaches now belonged to the new owner*

12 5. *you would no longer be working with me/the Trust; you would be*
13 *working with the new owner to negotiate whatever needed to be resolved*
14 *with the bank, the HOA etc.”*

15 54. That email exchanges between TOBIN and LEIDY from July 24, 2014 through October
16 15, 2014, incorporate allegations that a) LUCAS as a BHHS Realtor had actual or constructive
17 knowledge that the beneficiary on the deed of trust refused to close multiple escrows, and b) that
18 Nationstar was not the beneficiary and would not say who was would not say who the investor
19 actually was, and

20 55. That these contemporaneous emails further demonstrate that a) LUCAS was a BHHS
21 Realtor, b) that LUCAS told LEIDY that he was the buyer, and that he was going to keep the
22 property and that c) LUCAS contacted LEIDY before the sale to get more information about the
23 property prior to bidding on it.

24 56. That these emails also demonstrate that Red Rock Financial Services (RRFS) did not
give notice to either Cross-Claimant or her BHHS agent LEIDY about when the HOA sale would
be held and were deceptive after the HOA sale regarding the distribution of the proceeds and by
their deception blocked TOBIN from making a legitimate claim to the excess.

57. That as a result Cross-Defendant's breach of contract, Cross-Claimant has suffered damages in an amount in excess of \$10,000.00, and to be determined at trial.

THIRD CAUSE OF ACTION:

EQUITABLE RELIEF

(HOA Sale Was Unconscionable and Commercially Unreasonable)

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

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

60. That, following the guidance of the Court decisions cited below, both the conditions of:
a) unreasonably low price and b) fraudulent, oppressive and unfair conduct by the Cross-Defendants, LUCAS and HOA and HOA Agents exist in a sufficient degree of severity that the Court should set aside the HOA sale of the Subject property.

61. “Mere inadequacy of price is not sufficient to justify setting aside a foreclosure sale, absent a showing of fraud, unfairness or oppression”. *Turner v. Dewco Services, Inc.*, 87 Nev. 14, 479__P.2d__462 (1971); *Brunzell v. Woodbury*, 85 Nev. 29, 449__P.2d__158 (1969); *Golden v. Tomiyasu*, 79 Nev. 503, 387__P.2d__989(1963), *cert. denied*, 382 U.S. 844, 86 S. Ct. 89, 15 L. Ed. 2d 85 (1965).” *Long v. Towne*, 98 Nev. 11, 14, 639 P.2d 528, 530 (1982).

62. That the HOA sale should be set aside for reasons stated in *Parker v. Glenn* 72 Ga. 637 (1884) “when the inadequacy of consideration is great and the notice of sale given by the officers is vague, or from any act of his, bidders are kept away from the place of sale, who would have bid

1 for the land, if there, an unconscionable advantage was obtained by the purchaser, who bid off the
2 land at a grossly inadequate price, a court of equity will interfere and set aside the sale so made.”

3 63. That the Restatement of Property: Mortgages 8.3 Comment (c) states that:

4 “Even where the foreclosure price for less than the fair market value cannot
5 be characterized as ‘grossly inadequate’, if the foreclosure proceeding is
6 defective under local law in some other respect, a court is warranted in
7 invalidating the sale and may even be required to do so. Such defects may
8 include, for example, chilled bidding, an improper time or place of sale,
9 fraudulent conduct by the mortgagee, a defect notice of sale, or even selling
10 too much or too little of the mortgaged real estate. For example, even a
11 slight irregularity of the foreclosure process coupled with a sales price that
12 is substantially below fair market value may justify or even compel the
13 invalidation of the sale.” (Emphasis added.)

14 64. That the property was valued of \$353,529 on the State of Nevada Statement of Value
15 Form used to determine the transfer tax on August 22, 2014 when the foreclosure deed was
16 recorded and the \$63,100 Thomas LUCAS paid d/b/a OPPORTUNITY HOMES, LLC was less
17 than 18% of that measure of fair market value (FMV).

18 65. In all measures of fair market value, the sale price of the Subject Property was grossly
19 inadequate in that it was:

20 66. 14.5% of the \$436,000 2004 Western Thrift First DOT, the beneficial interest of which
21 Nationstar claims,

22 67. 16.2% of the February 13, 2012, \$389,000 unpaid balance on the \$436,000 Deed of
23 Trust.

24 68. 17.2% of the June 10, 2014 winning bid of \$367,500 (including 5% bid fee) in the
public auction (www.Auction.com) which Nationstar informed BHHS Listing Agent Craig Leidy
was required by the Investor, but which the Investor subsequently rejected.

69. 16.8% of the \$375,000 offer Nationstar’s Investor rejected on August 1, 2014, while
demanding that LEIDY conduct a second www.Auction.com sale and that TOBIN sign a change

1 order to increase the asking price from \$380,000 to \$390,000, two weeks before the HOA
2 foreclosure sale.

3 70. 14.4% of the \$437,900 contingency sale price accepted by the STOKES on 10/23/15
4 after the Property had been re-listed against MLS rules 13 times by Realtor (license S.0075862)
5 Robert Goldsmith.

6 71. 11.1% of \$569,900 STOKES listed the Property for on the MLS, June 16, 2015, the
7 same day they filed their original Quite Title suit against the wrong bank, BANA.

8 72. Cross-Claimant alleges that Court must invalidate the HOA Sale as the sale price was
9 less than 20% of Fair Market Value and the sale involved unjust enrichment, oppression, fraud
10 and fraudulent concealment.

11 73. The U.S. Supreme Court in Ballentyne v. Smith 205 U. S. 285 (1907) indicated that
12 when the inadequacy of price is great, then the slightest circumstances of unfairness will operate
13 to set aside the sale.

14 74. That as a result Cross-Defendant's illegal purchase of the subject property at the HOA
15 sale, Cross-Claimant has suffered damages in an amount in excess of \$10,000.00, and to be
16 determined at trial.

17 **FOURTH CAUSE OF ACTION:**

18 **CIVIL CONSPIRACY**

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

21 78. That Cross-Defendant LUCAS acted in concert to conceal illegal acts resulting in
22 unfairly depriving Cross-Claimant of the Subject Property for his unjust enrichment and that of
23 undeserving fellow conspirators.

24 79. That Cross-Defendant LUCAS and others complicit in fraudulent conduct of HOA

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

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

10 81. That BHHS Realtor Thomas LUCAS; HOA AGENTS, RMI, RMI President, Kevin
11 Wallace; FSR, FSR President, Steven Parker; RRFS President, Joel Just; RRFS agents Christie
12 Marling, Rebecca Tom, Eungel Watson; Joel and Sandra STOKES; Attorney Joseph Hong;
13 Attorney Peter Mortenson; Notary CluAynne M. Corwin; Yuen K. Lee as Manager of defaulted
14 F. Bondurant, LLC; Realtor Robert Goldsmith; BHHS Realtor Carlos Caipa; BHHS Realtor
15 Kristen Madden; BHHS Owner Mark Stark; BHHS Broker, Forrest Barbee, and fictitious
16 Defendants, acted covertly, in concert to:

- 17 a) Conduct and/or participate in the HOA sale from which others were excluded; and/or
18 b) concealed the true nature, financing and timing of subsequent transfers of title and/or
19 c) to market the Subject Property:

20 82. That conspirators have illegally used improperly licensed and registered entities to
21 further their unfair enterprises and concealing and perpetrating unlawful conveyance of the
22 Subject Property for their unjust enrichment which resulted in Cross-Claimant's loss of title and
23 possession of the Subject Property through:

- 24 a) formation and use of a corporation to transfer to it the existing liability of another

- 1 person or entity (Shea v. Leonis, supra, 14 Cal. 2d 666);
- 2 b) the concealment and misrepresentation of the identity of the responsible
- 3 ownership, management and financial interest [210 Cal. App. 2d 840];
- 4 c) disregard of legal formalities and the failure to maintain arm's length relationships
- 5 among related entities (Riddle v. Leuschner, supra, 51 Cal. 2d 574);
- 6 d) the use of a corporation as a mere shell, instrumentality or conduit for a single
- 7 venture or the business of an individual or another corporation (McCombs v.
- 8 *Rudman*, supra, 197 Cal. App. 2d 46; *Asamen v. Thompson*, supra, 55 Cal. App.
- 9 2d 661;
- 10 e) the use of the same office or business location; the employment of the same
- 11 employees and/or attorney (*McCombs v. Rudman*, supra; *Talbot v. Fresno-Pacific*
- 12 *Corp.*, supra; *Thomson v. L. C. Roney Co.*, supra; *Pan Pacific Sash & Door Co. v.*
- 13 *Greendale Park, Inc.*, supra);
- 14 f) the confusion of the records of the separate entities [210 Cal. App. 2d
- 15 839] (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574);
- 16 89. That conspirators damaged Cross-Claimant's title rights in that they:
- 17 a) made improper, insufficient and selective notification to the HOA, enforcement
- 18 officials, and Cross-Claimant;
- 19 b) utilized bogus and/or illegally structured entities for fraudulent concealment of their
- 20 illegal acts;
- 21 c) withheld or provided false information to enforcement agencies and the HOA Board
- 22 necessary for them to perform their duties of enforcement and oversight; and/or
- 23 d) misused the Multiple Listing Service (MLS) system, the County land records
- 24 system and other public systems to evade detection.

90. That Cross-Defendant LUCAS and the conspiring Realtors facilitated fraudulent transfers that allowed fellow conspirators to evade paying the required real property transfer taxes (RPTT) and HOA-mandated New Member Set-up Fee and Asset Enhancement Fees, and in so doing, the conspirators:

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

91. That Cross-Defendant LUCAS' conduct deviated from the usual course of business when conveying property in Nevada and failed to a) utilize the customary written documentation, b) purchase agreements, c) neutral escrow, d) properly handle and account for funds taken in and disbursed, and e) properly record instruments of conveyance.

92. That as a result Cross-Defendant's acts of civil conspiracy, Cross-Claimant has suffered damages in an amount in excess of \$10,000.00, and to be determined at trial.

P R A Y E R

WHEREFORE, Cross-Claimant prays for judgment against the Cross-Defendants, jointly and severally, as follows:

- a. For a declaration and determination that any, and all, of the present and past claimed rights to ownership of the subject property by Realtor Thomas LUCAS d/b/a OPPORTUNITY HOMES, LLC, purported purchaser at the

- 1 HOA sale, and/or Yuen K. Lee and/or F. Bondurant, LLC and the STOKES
2 and/or Jimijack are null and void due to their complicity with HOA Agents'
3 actions and omissions in failing to conduct arms-length, commercially
4 reasonable transactions that resulted in fraudulent conveyances to non-bona-
5 fide purchasers for value;
- 6 b. That Cross-Defendant LUCAS was not a *bona fide* purchaser for value, and
7 that all of the HOA sale-related transfers of subject property failed to meet the
8 NRS 111.180 or the *ShadowWood* standards;
- 9 c. For general damages in an amount in excess of \$10,000;
- 10 d. For treble actual damages in punitive damages to compensate for Cross-
11 Defendant Realtor THOMAS LUCAS' complicity in the illegal actions,
12 including fraudulent transfer of the property;
- 13 e. For specific damages in an amount as yet undetermined;
- 14 f. For reasonable costs and fees incurred by Cross-Claimant for the prosecution
15 of this matter;
- 16 g. For any other relief the Court may deem just and proper.

17 Dated this ____ day of November, 2016.

18
19
20 _____
NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
21
22 Defendant-in-Intervention/Cross-Claimant,
23 In Proper Person
24

CRCM
NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
Defendant-in-Intervention/Cross-Claimant,
In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counter-Claimant,

vs.

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

Counter-Defendants

Case No.: A-15-720032-C

Dept. No.: XXXI

**NONA TOBIN'S CROSSCLAIM
AGAINST YUEN K. LEE D/B/A F.
BONDURANT, LLC**

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

3 Cross-Claimant,

4 vs.

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

7 Cross-Defendant.

8
9 **NONA TOBIN'S CROSSCLAIM AGAINST**
YUEN K. LEE D/B/A F. BONDURANT, LLC

10 COMES NOW, Cross-Claimant, NONA TOBIN, Trustee of the Gordon B. Hansen Trust,
11 dated 8/22/08, in proper person, and hereby submits her cross claim against YUEN K. LEE d/b/a
12 F. BONDURANT, LLC, as follows:

13 .
14 **PARTIES, JURISDICTION, AND VENUE**

15 1. Cross-Claimant, NONA TOBIN (Herein "*Cross-Claimant*" or "*Tobin*"), is an
16 Individual, and is a resident of Sun City Community Association, Inc., Henderson, Nevada.
17 TOBIN is a both a beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein "*GBH*
18 *Trust*"), the titleholder of the Subject Property at the time of the disputed foreclosure sale (Herein
19 "*HOA sale*") for delinquent assessments (Herein "*HOA dues*").

20 2. Cross-Defendant, YUEN K. LEE (Herein "*LEE*") is an individual, and upon
21 information and belief, is a resident of Clark County, Nevada. LEE is listed as the sole Manager
22 and the non-Commercial agent for F. Bondurant, LLC.

23 3. F. BONDURANT, LLC, is a Nevada Limited Liability Company in default, and was
24 registered with the Nevada Secretary of State on March 25, 2015, by filing Articles of

1 Organization filed, document 20150134260-04, for F. Bondurant, LLC as entity number
2 E0149612015-2, with no known members.

3 4. The initial list of managers filed March 25, 2015, identified Yuen K. Lee, Manager,
4 and Yuen K. Lee, Non-commercial agent, to be registered at 10781 W. Twain Ave., Las Vegas,
5 NV 89135, which is the law offices of Joseph Y. Hong, attorney for the Plaintiffs in this case,
6 Joel and Sandra Stokes.

7 5. The Real Property that is the “Subject” of this civil action consists of a residence
8 commonly known as 2763 White Sage Drive, Henderson NV, 89052, identified by APN# 191-
9 13-811-052 hereinafter referred to as “*Subject Property*”.

10 6. Subject Property is located in a Homeowners association called: Sun City Anthem
11 Community Association, Inc. (herein “HOA”).

12 7. The real property involved is located within the jurisdictional limits of the court.

13 8. The parties live and/or do business within City of Henderson and Clark County,
14 Nevada.

15 9. Venue is correct because Court has authority to grant equitable relief from a defective
16 HOA sale per *Shadow Wood HOA v. N.Y Cmty. Bancorp.* 132 Nev. Adv. Op. No. 5.

17 II.

18 GENERAL ALLEGATIONS

19 10. Count-Claimant alleges that the purported purchaser at the disputed August 15, 2014
20 HOA sale and Grantee of the Foreclosure Deed is false.

21 11. That Opportunity Homes, LLC, is not a valid purchaser in that Opportunity Homes,
22 LLC was a sham entity illegally registered to serve only as the alter ego of Thomas Lucas,
23 licensed Realtor (BS.0000599) who was affiliated with Berkshire Hathaway Home Services,
24 Nevada, (Herein “BHHS”) under Broker Forrest Barbee.

1 12. That Forrest Barbee and BHHS had an exclusive right to sell (ER) listing agreement
2 with Counter-Claimant TOBIN, Successor Trustee of the Gordon B. Hansen Trust, from February
3 20, 2014 through October 31, 2014.

4 13. That Thomas Lucas, through his position as a Realtor and BHHS agent that was listing
5 the Subject Property for sale, had actual or constructive knowledge of the problems that banks
6 had in approving even full price offers and/or in closing multiple escrows and/or getting title
7 insurance.

8 14. That the HOA foreclosure sale was held without notice to Counter-Claimant or to her
9 BHHS listing agent or to any other interested party, but notice was given to BHHS agent LUCAS.

10 15. That Thomas Lucas did not qualify as a bona fide purchaser for value as he failed to
11 meet any of the conditions to be bona fide as delineated in NRS § 111.180, and as such, had no
12 legitimate property interest to convey to F. Bondurant, LLC.

13 16. That there was no bona fide purchaser at the HOA sale, the HOA sale is null and void
14 as it was not an arms-length transaction selling to a disinterested and innocent third party.

15 17. That a Quit Claim Deed, executed on June 4, 2015, by Thomas Lucas, as Manager,
16 Opportunity Homes, LLC, and recorded on June 9, 2015 by Realtor Robert Goldsmith, did not
17 have the authority to convey interest in the Subject Property to F. Bondurant, LLC;

18 18. In that, Thomas LUCAS had insider information, purchased at a commercially
19 unreasonable price, and by utilizing a sham LLC, did not act in good faith, and therefore, did not
20 qualify as a bona fide purchaser; and/or,

21 19. That HOA Agents FSR did not account for, nor collect fees from, neither Thomas
22 Lucas, nor Opportunity Homes, LLC, nor from Yuen K. Lee nor F. Bondurant, LLC and none
23 were set up in the HOA accounting system as Owners of the Subject Property as a result of the
24 HOA sale or subsequent transfers;

1 20. That HOA Agents did not at any point account for, nor collect fees from, Yuen K. Lee,
2 nor F. Bondurant, LLC as an Owner of the Subject Property.

3 21. That the HOA Resident Transaction Report for the Subject Property closed Gordon B.
4 Hansen's account (Resident ID 048001) on the Subject Property on September 25, 2014 and on
5 the same day, on the next page in the sequentially-numbered ledger, re-opened the account in the
6 name of "Jimjack Irr Tr" (Resident ID 048002) with the first transaction being a charge for
7 "Account Setup Fee" of \$225.00;

8 22. That the HOA Fee Schedule requires that every new owner when there is a re-sale owes
9 the HOA a \$225.00 Homeowner Set Up Fee that FSR is required to collect is confirmed in
10 Attachment B, Listing of Charges "\$225.00 Homeowner Set Up Fee on a transaction" of the
11 FirstService Residential HOA Management Agreement, dated 3/31/14.

12 23. That the HOA's "Delinquent Assessment Collection Agreement", with Red Rock
13 Financial Services (RRFS), signed by Joel Just, as President of Red Rock Financial Services,
14 dated April 27, 2012, was deceptive, as it allowed HOA Agents to conspire with Yuen K. Lee,
15 Thomas Lucas and other fictitious Defendants to covertly and fraudulently transfer the Subject
16 Property without revealing who got the Subject Property, when they actually got it, how much
17 money changed hands each time the Subject Property was transferred, and who got the proceeds.

18 24. That Red Rock Financial Services (RRFS) was not a separate legal entity, but rather
19 only the fictitious name of "FirstService Residential d/b/a Red Rock Financial Services." that held
20 the only NRS § 649 debt collection license.

21 25. That FSR as the HOA management company violated their fiduciary duty to act solely
22 in the interests of the HOA and its members was fraudulently concealed and allowed the
23 conspiracy with Counter-Defendants and Cross-Defendants to cause damages to Cross-Claimant.

1 26. That FSR failed to disclose to the HOA the significant financial conflict of interest that
2 FSR had while covertly acting as FSR d/b/a RRFS the debt collector permitted them to evade
3 detection of their failure to conduct impartial, arms-length HOA foreclosure sales and their
4 involvement in subsequent fraudulent transfers, such as the one from Thomas Lucas to F.
5 Bondurant, LLC, which, based on FSR's HOA records, may or may not have actually occurred.

6 27. That the HOA record of assessments and fines for each property was purportedly
7 maintained by FSR the Management Company does not acknowledge by proper accounting in the
8 Resident Transaction Report that the Subject Property was sold to Thomas Lucas or Opportunity
9 Homes, LLC, at the August 15, 2014, HOA sale, by their alter ego FSR d/b/a RRFS the debt
10 collector, or that the Subject Property was at some point transferred to F. Bondurant, LLC.

11 28. That, at a minimum, the HOA was cheated out of \$225.00 set up fee, that FSR did not
12 charge Thomas Lucas and that FSR did not charge Yuen K. Lee or F. Bondurant, LLC.

13 29. Or alternatively, that if FSR claims that their 3/31/14 HOA Management Agreement
14 permitted their retention of those funds, then FSR/RRFS was using that FSR contract provision to
15 charge excessive collection fees beyond what is statutorily permitted by NRS § 116.310313 or by
16 the maximum fees permitted by the HOA fee schedule and their RRFS agreement.

17 30. That Thomas Lucas did not pay to the HOA the Asset Enhancement Fee of 1/3 of 1%
18 of the gross sales price required by CC&Rs section 8.12 cheated the HOA out of \$210.12, if
19 \$63,100 were in fact the gross sales price paid to RRFS.

20 31. That the amount the HOA would have been cheated out of for LUCAS' non-payment
21 of the Asset Enhancement Fee would have been \$1,180.78 if calculated on the \$353,529 listed on
22 the Nevada Statement of Value recorded with the foreclosure Deed recorded 8/22/14.

23 32. That, alternatively, if this amount, or any amount, was paid, then FSR of FSR d/b/a
24 RRFS either illegally retained it or FSR failed to properly account for it in the HOA records.

1 33. That the collusion between FSR/RRFS and Thomas Lucas extended to include Yuen K.
2 Lee and F. Bondurant, LLC and the Stokes to conceal the actual nature of the transfers of title
3 after the HOA sale, and how money was moved between the conspirators, resulted in damages to
4 the Cross-Claimant in excess of \$10,000 by the confederates' deceptive transfers of title and
5 possession of the Subject Property.

6 ///

7 **FIRST CAUSE OF ACTION:**

8 **FRAUDULENT CONVEYANCE**

9
10 34. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
11 herein, and further alleges:

12 35. That HOA Agents and conspirators did not charge neither Yuen K. Lee nor F.
13 Bondurant, LLC the Asset Enhancement Fee (1/3 of 1% of gross sale price) or the mandatory
14 \$225.00 new member Account Set Up Fee indicates that HOA Agents FSR and FSR d/b/a RRFS
15 did not treat F. Bondurant, LLC as ever having owned the Subject Property.

16 36. That the Quit Claim Deed Thomas Lucas executed on June, 4, 2015 and Robert
17 Goldsmith recorded on June 9, 2015 which purported to convey Opportunity Homes, LLC's
18 interest in the subject property to F. Bondurant, LLC is false in that it is inconsistent with the
19 HOA records of property ownership.

20 37. Alternatively, if Yuen K. Lee claims actual title to the Subject Property was conveyed
21 to F. Bondurant, LLC when the Quit Claim Deed was executed on June 4, 2015, then Yuen K.
22 Lee fraudulently failed to pay to the HOA both the \$225.00 New Member Set Up Fee and the
23 mandatory Asset Enhancement Fee of 1/3 of 1% of the Gross Sales price.

1 38. That Yuen K. Lee's failure to pay the Asset Enhancement Fee would had cheated the
2 HOA out of an amount equaling between a) \$901.80 if the gross sales price were actually equal to
3 the low ball figure of \$270,000 listed on the Statement of Value, recorded with the Quit Claim
4 Deed on June 9, 2015 at 12:58:36 PM, by Robert Goldsmith or, b) alternatively, \$1,903.47 if the
5 Asset Enhancement Fee had been based on the \$569,900 price Robert Goldsmith listed it for sale
6 on the Multiple Listing Service on that same day.

7 39. That the second Quit Claim Deed recorded June 9, 2015 at 1:06:29 PM against the
8 Subject Property was executed by "Yuen K. Lee, Manager" and fraudulently notarized as the
9 signature of "Thomas Lucas, Manager of Opportunity Homes, LLC", purported to convey all F.
10 Bondurant's interest in the Subject Property to Joel and Sandra Stokes, as Trustees of Jimijack
11 Irrevocable Trust.

12 40. That CluAynne M. Corwin violated NRS § 240.155 when she notarized that the Quit
13 Claim Deed was executed on June 8, 2015, and that *"did personally appear before me the
14 person of Thomas Lucas, Manager, of Opportunity Homes, LLC, personally known to me (or
15 proved to me on the basis of satisfactory evidence) to be the person whose name is
16 subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his
17 capacity, that by his signature on this instrument did execute the same."*

18 41. That CluAynne M. Corwin violated NRS § 240.120(1)(b)(c)(d)(e)(f)(g) to document on
19 the June 8, 2015 page of her Notary Journal that the notarial act she supposedly performed to
20 provide legal proof for the validity of the Quit Claim Deed purporting to convey title from F.
21 Bondurant to Joel and Sandra Stokes, had actually occurred.

22 42. That CluAynne M. Corwin, is a notary at the same law office address, 10781W. Twain
23 Ave., Las Vegas 89135 as the Stokes attorney, Joseph Y. Hong, and Yuen K. Lee, non-
24 commercial agent, and manager of F. Bondurant, LLC in default.

43. That Cross-Claimant may rebut the certificate of acknowledgement pursuant to NRS § 340 as not being conclusive and that these notarial violations of NRS § 240.120 et seq. and NRS § 111.125, NRS § 111.315, NRS § 111.345 rendered the fraudulently notarized Quit Claim Deed invalid to legally convey interest in real property.

44. That the legitimate title and possession of the Subject Property belonging to the Cross-Claimant has been damaged by the false claims of Yuen K. Lee d/b/a F. Bondurant, LLC in default.

SECOND CAUSE OF ACTION:

QUIET TITLE AND EQUITABLE RELIEF

(HOA Sale/Subsequent Transfers Void For Unclean Hands and No Bona Fide Purchasers)

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

46. That the HOA sale is void and subsequent conveyance of the property were void as there was no bona fide purchaser per NRS 111.180 without unfair advantage over other potential bidders.

47. That to be a bona fide purchaser, one must meet the statutory conditions: a) act in good faith; b) purchase for valuable consideration; and c) not have actual knowledge, constructive notice of, or reasonable cause to know that there exists a defect in, or adverse rights, title or interest to, the real property.

48. That the supposed subsequent purchaser, Yuen K. Lee d/b/a Manager, F. Bondurant, LLC in default does not meet any of these three criteria.

49. A. Good Faith condition was not met. Cross-Claimant alleges that F. Bondurant, LLC violated NRS 86.141, in that it is an entity formed for an illegal purpose.

1 50. That NRCP Rule 9(a) permits Cross-Claimant to challenge “the legal existence of any
2 party” by “specific negative averment, which shall include such supporting particulars as are
3 peculiarly within the pleader’s knowledge”.

4 51. That NRS 86.211 also authorizes a challenge to rebut the sufficiency of the Articles of
5 Organization of an LLC and the facts set forth therein and to make such rebuttal a part of a record
6 of a court of competent jurisdiction.

7 52. That irregularities in F. Bondurant, LLC, corporate filings in the public record indicate
8 bad faith as well as specific violations of Nevada, Clark County, and City of Henderson statutes
9 and ordinances governing commercial registration and business licensing:

10 53. That the corporate veil must be pierced as F. Bondurant, LLC, is not a legally valid
11 entity as it is in default.

12 54. That there was an attempt to conceal ownership by Yuen K. Lee’s claiming to be a
13 Manager rather than a Member (NRS § 86.151).

14 55. That Yuen K. Lee or F. Bondurant, LLC, do not have any business licenses in
15 Henderson or Clark County as required by NRS § 76.100 (6) and NRS § 76.180.

16 56. That pursuant to NRS § 86.155 a Limited Liability Corporation continues in perpetuity
17 un less dissolved pursuant to NRS § 86.4895 *et seq.* and that for F. Bondurant, LLC, no Articles
18 of Dissolution have been filed in conformance with NRS 86.531 or NRS 86.541

19 57. That for F. Bondurant, LLC, no annual reports have been filed; no annual lists; and no
20 fees have been paid after the initial March 25, 2015 Articles of Organization were filed.

21 58. B. Second condition was not met: Purchase for valuable consideration. The Quit Claim
22 Deed granting “all the right, title, interest and claim” to the Subject Property “...for the good
23 consideration and for the sum of One Dollar (\$1.00) which, if true, would certainly have been a
24

1 “commercially unreasonable” purchase that would have disqualified Yuen K. Lee and/or F.
2 Bondurant, LLC from being a bona fide purchaser for value of a property worth at least \$400,000.

3 59. Alternatively, and bizarrely, if it were not purchased for One Dollar, the only other
4 indication of the gross price, either paid or received, would be the \$270,000 value that was used
5 for computing the transfer tax on both Quit Claim Deeds recorded on June 9, 2015 for F.
6 Bondurant, LLC taking title and passing it on eight minutes later for the same \$270,000 value
7 claimed.

8 60. That the \$270,000 listed on the Statement of Value for Transfer Tax was recorded with
9 the 6/9/15 Quit Claim Deed was an understatement of the actual value of the property, and had it
10 been transferred for that amount, the Transfer Tax due to the County Recorder at time of filing
11 were underpaid by understating the actual value of the Subject Property by at least \$130,000.

12 61. C. Third condition was not met: Buyer must not have “actual knowledge, constructive
13 notice of, or reasonable cause to know that there exists a defect in, or adverse rights, title or
14 interest to, the real property.”

15 62. That F. Bondurant, LLC is a bogus entity which Cross-Claimant alleges was created for
16 the sole illegal function of being an intermediary that unfairly stripped Cross-Claimant’s title by
17 the fraudulent conveyance of title to the Subject Property to the Stokes.

18 63. That Cross-Claimant has been damaged by the actions and omissions of Yuen K. Lee
19 d/b/a F. Bondurant, LLC by the flagrant disregard of legal requirements to being a properly
20 licensed and registered entity or to be a bona fide purchaser and by making fraudulent claims
21 against Cross-Claimant’s legitimate title to the Subject Property.

22 //

23 //

1 THIRD CAUSE OF ACTION:

2 CIVIL CONSPIRACY

3
4 64. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
5 herein, and further alleges

6 65. That Cross-Defendant Yuen K. Lee acted in concert to conceal illegal acts resulting in
7 unfairly depriving Cross-Claimant of the Subject Property for his unjust enrichment and that of
8 undeserving fellow conspirators.

9 66. That F. Bondurant, LLC and its non-commercial agent and manager, Yuen K. Lee,
10 share the law office with Joseph Y. Hong, attorney for the Plaintiffs Stokes which facilitated their
11 ability to conspire to fraudulently transfer title to the Subject Property to the detriment of Cross-
12 Claimant.

13 67. That all the elements of an actionable conspiracy were met in this case: a) two or more
14 persons, b) unlawful objective to be achieved; c) an agreement on the objective or means to
15 achieve the objective; d) overt act(s) in furtherance of the conspiracy; and e) a resulting injury or
16 damages. That Cross-Defendant Yuen K. Lee and others complicit in fraudulent conduct of HOA
17 sale and re-conveyance of property to non-bona fide purchasers unfairly deprived Counter-
18 Claimant of the Subject Property for their own unjust enrichment.

19 68. That conspirators have illegally used improperly licensed and registered entities to
20 further their unfair enterprises and concealing and perpetrating unlawful conveyance of the
21 Subject Property for their unjust enrichment which resulted in Cross-Claimant's loss of title and
22 possession of the Subject Property through:

- 23 a) formation and use of a corporation to transfer to it the existing liability of another
24 person or entity (*Shea v. Leonis*, supra, 14 Cal. 2d 666)

- 1 b) the concealment and misrepresentation of the identity of the responsible
2 ownership, management and financial interest [210 Cal. App. 2d 840]
- 3 c) disregard of legal formalities and the failure to maintain arm's length relationships
4 among related entities (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574)
- 5 d) the use of a corporation as a mere shell, instrumentality or conduit for a single
6 venture or the business of an individual or another corporation (*McCombs v.*
7 *Rudman*, supra, 197 Cal. App. 2d 46; *Asamen v. Thompson*, supra, 55 Cal. App.
8 2d 661)
- 9 e) the use of the same office or business location; the employment of the same
10 employees and/or attorney (*McCombs v. Rudman*, supra; *Talbot v. Fresno-Pacific*
11 *Corp.*, supra; *Thomson v. L. C. Roney Co.*, supra; *Pan Pacific Sash & Door Co. v.*
12 *Greendale Park, Inc.*, supra)
- 13 f) the confusion of the records of the separate entities [210 Cal. App. 2d
14 839] (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574)

15 69. That Cross-Defendant, Yuen K. Lee, as an individual and as Manager of defaulted F.
16 Bondurant, LLC, colluded with BHHS Realtor LUCAS; Counter-Defendants STOKES; Attorney
17 Joseph Hong; Attorney Peter Mortenson; Notary CluAynne M. Corwin; Realtor Robert
18 Goldsmith; and fictitious Defendants, to act covertly, in concert to conceal the true nature,
19 financing and timing of subsequent transfers of title of the Subject Property.

20 70. That Cross-Defendant Yuen K. Lee and fellow conspirators facilitated fraudulent
21 transfers that allowed conspirators to evade paying the required real property transfer taxes
22 (RPTT) and HOA-mandated New Member Set-up Fee and Asset Enhancement Fees.

23 71. That Cross-Defendant Yuen K. Lee' and fellow conspirators' conduct deviated from
24 the usual course of business when conveying property in Nevada and failed to utilize the

1 customary written documentation, normal purchase agreements, neutral escrow for proper
2 handling and accounting for funds taken in and disbursed, and from the proper proving and
3 recording of instruments of conveyance.

4 72. That Cross-Defendant Yuen K. Lee executed and caused to be recorded the fraudulent
5 June 9, 2015, Quit Claim Deeds that falsified and clouded the chain of title, thereby damaging
6 Cross-Claimant and depriving her of title and possession and profit of the Subject Property.

7 //

8
9 **PRAYER**

10 WHEREFORE, Cross-Claimant prays for judgment against the Cross-Defendants, jointly
11 and severally, as follows:

- 12 a. For a declaration and determination that any and all of the present and past
13 claimed rights to ownership of the Subject Property by Realtor Thomas Lucas
14 d/b/a Opportunity Homes, LLC, purported purchaser at the HOA sale, Yuen
15 K. Lee and/or F. Bondurant, LLC and the Stokes and/or Jimijack are null and
16 void due to their complicity with HOA Agents' actions and omissions in
17 failing to conduct arms-length, commercially reasonable transactions that
18 resulted in fraudulent conveyances to non-bona-fide purchasers for value;
- 19 b. That actual and punitive damages be awarded to the Cross-Claimant against
20 all parties who participated in any fraud, fraudulent concealment, civil
21 conspiracy, willful and malicious violations of governing statutes for unjust
22 enrichment, recording, notarizing or filing of documents known to contain
23 false information, or other violations of licensing, commercial registration, or
24 notarial misconduct that contributed to the Trust's loss of the subject property.

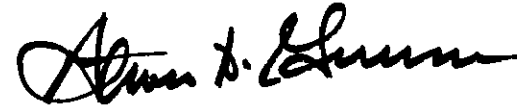
- 1 c. That Cross-Defendant neither Yuen K. Lee nor F. Bondurant, LLC was not a
2 *bona fide* purchaser for value, and that all of the HOA sale-related transfers of
3 subject property in which he/it was involved failed to meet the NRS 111.180
4 or the *Shadow Wood* standards;
- 5 d. For general damages in an amount in excess of \$10,000;
- 6 e. For treble actual damages in punitive damages to compensate for Cross-
7 Defendant YUEN K. LEE' complicity in the illegal actions, including
8 fraudulent transfer of the property;
- 9 f. For specific damages in an amount as yet undetermined;
- 10 g. For reasonable costs and fees incurred by Cross-Claimant for the prosecution
11 of this matter;
- 12 h. For any other relief the Court may deem just and proper.
- 13
- 14

15 Dated this ____ day of November, 2016.

16

17 _____
NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
18 *Defendant-in-Intervention/Cross-Claimant,*
19 *In Proper Person*
20
21
22
23
24

EXHIBIT 9



CLERK OF THE COURT

ORDR

NONA TOBIN, Trustee

Gordon B. Hansen Trust, Dated 8/22/08

2664 Olivia Heights Avenue

Henderson NV 89052

Phone: (702) 465-2199

nonatobin@gmail.com

Defendant-in-Intervention, Cross-Claimant, Counter-Claimant

In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counter-Claimant,

vs.

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

Counter-Defendants

Case No.: A-15-720032-C

Dept. No.: XXXI

**ORDER GRANTING APPLICANT
NONA TOBIN'S MOTION TO
INTERVENE**

Hearing date: December 20, 2016

Hearing time: 9:00 a.m.



1 This matter came for hearing before the Court on December 20, 2016, at 9:00 AM.
2 Applicant/Intervening Defendant/Counter-Claimant Nona Tobin, Trustee of the Gordon
3 B. Hansen Trust, appeared in Proper Person while Plaintiffs/Counter-Defendants, Joel
4 A. Stokes and Sandra F, Stokes, as Trustees of the Jimijack Irrevocable Trust, were represented
5 by Joseph Y. Hong, Esq., of Hong & Hong, a Professional Law Corporation.

6 The motion to Intervene and Notice of Hearing was electronically served to all parties
7 included on the Wiz-net E-file Master Service list for the consolidated cases. Plaintiff/Counter-
8 Defendant Nationstar Mortgage, LLC, received e-service through their Counsel, Wright, Finlay
9 & Zak, LLP, but no appearance at the hearing was made on behalf of Nationstar Mortgage,
10 LLC.

11 The Court, having considered the pleadings and papers on file and heard the arguments
12 of the parties present at the hearing, and for good cause appearing, hereby rules as follows:

13 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Applicant
14 Nona Tobin's Motion to Intervene into consolidated cases No. A-15-720032-C and
15 A-16-730078-C, of which Case No. A-15-720032-C serves as the main case is GRANTED.

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24 ///

with twenty (20) days
on or before January , 2017
Mortgage, LLC, may be filed no later

10 day of Jan


DISTRICT COURT JUDGE

DISTRICT COURT JUDGE

Respectfully submitted,
Kona Jali

NONA TOBIN, Trustee
Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
Henderson NV 89052
Phone: (702) 465-2199
Defendant-in-Intervention/Counter-Claimant
In Proper Person

Approved as to form and content,

**HONG & HONG, A PROFESSIONAL
LAW CORPORATION**

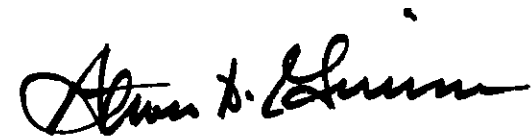
Joseph Y. Hong, Esq.
Nevada Bar No. 5995
10781 W. Twain Avenue
Las Vegas, NV 89135
*Attorney for Plaintiff/Counter-Defendant,
Joel A. and Sandra F. Stokes, as trustees
of Jimijack Irrevocable Trust*

Approved as to form and content.

WRIGHT, FINLAY & ZAK, LLP

Edgar C. Smith, Esq.
Nevada Bar. No. 05506
7785 West Sahara Ave., Suite 200
Las Vegas, NV 89135
*Attorney for Counter-Defendant,
Nationstar Mortgage, LLC*

EXHIBIT 10



CLERK OF THE COURT

CRCM

NONA TOBIN, Trustee

Gordon B. Hansen Trust, Dated 8/22/08

2664 Olivia Heights Avenue

Henderson NV 89052

Phone: (702) 465-2199

nonatobin@gmail.com

Defendant-in-Intervention/Cross-Claimant,

In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

Case No.: A-15-720032-C

Dept. No.: XXXI

**NONA TOBIN'S CROSSCLAIM
FOR QUIET TITLE AGAINST SUN CITY
ANTHEM COMMUNITY ASSOCIATION,
INC. (HOA)**

NATIONSTAR MORTGAGE, LLC,

Counter-Claimant,

Vs.

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

Counter-Defendants

1 NONA TOBIN, an individual, Trustee of the
2 GORDON B. HANSEN TRUST, dated
3 8/22/08

4 Cross-Claimant,

5 vs.

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

9 Cross-Defendants.

10 **CROSSCLAIM**

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

15 **I.**
16 **PARTIES**

17 1. Cross-Claimant, NONA TOBIN, is an Individual, and is a resident of Sun City
18 Community Association, Inc. (Herein "*HOA*") Henderson, Nevada. TOBIN is a both a
19 beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein "*GBH TRUST*"), dated
20 8/22/08, the titleholder of the Subject Property at the time of the disputed foreclosure sale
21 (Herein "*HOA sale*") for delinquent assessments (Herein "*HOA dues*").

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

1 HOA went to self-management on April 1, 2016.

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

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

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

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

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

18 8. RMI, FSR and RRFS will be referred to herein collectively as “*HOA AGENTS*”.
19 Distinguishing their legal status, conformance with HOA contracts and fiduciary duty, regardless
20 of overlapping fictitious names and licensing, is left to the HOA to determine. This
21 determination will only be necessary if the HOA decides to align itself with HOA Agents against
22 Cross-Claimant TOBIN’s motion to void the HOA sale as fraudulently conducted by HOA
23 Agents usurping the HOA’s authority.

24 9. Counter-Defendants DOES 1-10, and ROE CORPORATIONS 1-10 are unknown at

1 this time. Cross-Claimant expressly reserves the right to add additional parties when and if the
2 names of such parties become available.

3 **II.**

4 **VENUE AND JURISDICTION**

5 10. The Subject Property that is the subject of this civil action is commonly known as:
6 2763 White Sage Drive, Henderson, Nevada 89052, A.P.N 191-13-811-052 (“*Subject*
7 *Property*”).

8 11. Venue and jurisdiction is proper as this action is within the jurisdictional limits of this
9 Court. Venue is proper because the Subject Property involved in this case is located in the Sun
10 City Anthem Community Association, Inc. whose authority to foreclose is granted to it by NRS
11 116 et seq., and because the disputed HOA sale giving rise to Cross-Claimant’s claims occurred
12 in Clark County, Nevada.

13 12. This Court, sitting in equity, has the authority to quiet title to Cross-Claimant, and to
14 unwind and nullify all title changes precipitated by the fatally-flawed, statutorily-noncompliant
15 HOA sale.

16 13. If this Court determines that the HOA sale is null and void as it was conducted
17 improperly and/or was legally deficient in other ways, this Court has the authority to return
18 equitable title, ownership and possession to the Gordon B. Hansen Trust “GBH TRUST”, as the
19 titleholder on August 15, 2014 at the time of the sale, subject to whatever liens as may be
20 determined later as valid to encumber the legal title.

21 14. This Court is not bound by the provisions of NRS 38.310(2) as these claims involve
22 title to real property, and thus, retains jurisdiction.

23 15. Cross-defendant HOA is a necessary party to, and this Cross-claim is a necessary
24 component of, the determination of which party in the consolidated A-15-720032 case should

1 receive quiet title.

2 16. Whether Plaintiffs Stokes d/b/a Jimijack's or TOBIN's claims to title, possession and
3 ownership rights in the Subject Property prevail is contingent on whether the HOA sale is
4 voided, and the HOA was named as a party in the Plaintiffs' original complaint.

5 17. Cross-claims herein assert that there was fraud on the part of HOA Agents and
6 collusion between them and others, including Plaintiffs, to fraudulently transfer title to Plaintiffs
7 Stokes d/b/a Jimijack to the detriment of both TOBIN, the GBH TRUST, and the HOA.

8 18. The HOA has rebuffed TOBIN's attempts to informally resolve the matter, although
9 she remains willing to do so in any manner which is non-prejudicial to her vis-à-vis Plaintiffs.

10 II.

11 STATEMENT OF FACTS

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

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

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

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

22 23. Hansen's address of record had been at 2664 Olivia Heights Ave., a residence also in
23 the HOA which has been TOBIN's residence from 2004 to the present.
24

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

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

7 26. Rather than abandon the Subject Property or to allow it to fall into disrepair and
8 become a blight in this HOA, TOBIN allowed the renters who were down on their luck to remain
9 rent-free as caretakers after Hansen’s death.

10 27. Within a few weeks of Hansen’s death, TOBIN listed the Subject Property for a short
11 sale with “Proudfit Realty,” and it was on the market for 459 days, during which TOBIN was
12 subjected to abusive collection practices and bizarre behavior by servicing Bank of America
13 (“BOA”) which resulted in two sales that fell out of escrow.

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

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

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

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

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

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

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

3 35. On 11/5/12, RRFS sent a notice to the property (2763 White Sage) stating they
4 received TOBIN's letter regarding the Owner's death, but did not send the notice to the dead
5 Owner's address of record, which was TOBIN's residence – 2664 Olivia Heights, which is the
6 address also listed on the check.

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

9 37. Because HOA AGENTS did not correctly process TOBIN's check (\$300.00 for July 1
10 \$275.00 dues + July 31 \$25.00 late fee for Subject Property) delivered to the HOA on August 17,
11 2012 (together with her properly-processed HOA dues check for TOBIN's residence), the Subject
12 Property was erroneously placed prematurely into collections on September 17, 2012, 43 days
13 before the first day of actual delinquency.

14 38. The HOA AGENTS falsely informed the HOA Board and recorded the wrong date
15 and amount of default in all notices, falsely claiming the account was delinquent as of July 1,
16 2012, and that as of October 31, 2012 (the first date of actual delinquency) that the assessment
17 balance was \$382.26.

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

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

1 41. TOBIN gave all notices she received from HOA AGENTS to the Realtors to handle as
2 part of the multiple escrows, but TOBIN was too overwhelmed by the abusive practices of BANA
3 to notice the details of the erroneous claims of RRFS.

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

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

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

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

19 46. TOBIN had the Subject Property listed with Berkshire Hathaway Home Services
20 ("BHHS") from 2/20/14 through 10/31/14, and the actual buyer at the HOA sale was BHHS
21 Realtor, Thomas Lucas ("LUCAS") who had insider information that rendered him a *non-bona*
22 *fide* purchaser for value and rendered the HOA sale a non-arms-length transaction.

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

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

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

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

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

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

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

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

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

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

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1 Foreclosure Deed to the Nevada Real Estate Division (NRED) Ombudsman (OMB) within 30
2 days after the sale.

3 63. This intentional failure allowed HOA AGENTS to keep covert the fact that they held
4 the HOA sale illegally after cancelling the Notice of Sale (NOS) on May 15, 2014, because the
5 “owner was retained.” **(Exhibit 5).**

6 64. NRS 116.31085 governs limitations on power of executive board to meet in executive
7 session; procedure governing hearings on alleged violations; requirements concerning minutes of
8 certain meetings. The guaranteed forms of due process were not provided in that: a) The HOA
9 Board did not hold a hearing allowing; b) presentation of evidence c) right to counsel, d) the
10 right to present witnesses or comply with section (5)...provide even “the minimum protections
11 that the executive board must provide before it may make a decision. The provisions of
12 subsection 4 do not preempt any provisions of the governing documents that provide greater
13 protections.”

14 65. The HOA violated and continues to violate section (6) “The executive board shall
15 maintain minutes of any decision made pursuant to subsection 4 concerning an alleged violation
16 and, upon request, provide a copy of the decision to the person who was subject to being
17 sanctioned at the hearing or to the person's designated representative” in that they refuse direct
18 requests from the affected individual’s representative wrongly claiming to be bound by
19 unspecified NRS 116 provisions requiring confidentiality of all executive session discussions
20 with no exceptions. **(Exhibit 6).**

21 **The HOA Sale Is Null and Void For Noncompliance with HOA Governing Documents**
22 **and HOA Board Policy**

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

1 67. Cross-Claimant was damaged and suffered the loss of the Subject Property without
2 being provided due process because the HOA failed to conform to the procedural due process
3 requirements mandated by their Governing Documents, their HOA Rules and Regulations, and
4 their Resolution Establishing the Governing Documents Enforcement Policy & Process.
5 **(Exhibits 7, 8, 9).**

6 68. The “greater protections”, guaranteed by both the HOA Bylaws and the HOA’s
7 November 17, 2011 Resolution Establishing the Governing Documents Enforcement Policy &
8 Process, were not utilized in this case, resulting in further procedural due process violations
9 against TOBIN which contribute to the justification for voiding the HOA sale. **(Exhibit 10).**

10 69. On August 13, 2014, exactly two days before the surprise HOA foreclosure sale was
11 held, a Notice of Sanctions was sent to TOBIN’s residence, notifying the owner of the Subject
12 Property of the procedural due process being offered to address an allegation of dead plants on
13 the Subject Property, an outstanding example of how the process was supposed to be handled
14 when done correctly and how well HOA AGENTS knew to apply the procedure for handling
15 allegations of CC&R violations when applied to trivial violations.

16 70. The HOA Board, as a standard practice, made the most momentous decision about the
17 Subject Property and the appropriate sanction for the owner in delinquency, i.e. whether a) to
18 purchase the Subject Property, b) to offer a payment plan or other mitigation, c) to sue in small
19 claims court, or d) to foreclose thereby issuing the ultimate sanction of completely losing the
20 \$400,000 Subject Property, based solely on allegations made in secret by its Managing Agent
21 (FSR) and its Debt Collector Agent (FSR d/b/a RRFS), which were false.

22 71. That HOA Agents are financially incentivized to disregard the HOA member’s rights
23 to due process and to manipulate the HOA Board into essentially having only a “kangaroo court”
24 for collections issues.

1 72. The HOA and HOA AGENTS must conform to the very specific steps “that provide
2 greater protections” and are required whenever there is an allegation that a homeowner has
3 violated the governing documents that may result in a sanction, e.g., 1) notice of the violation
4 and possible sanction, 2) request for the owner to reply in writing, and 3) a notification that a
5 hearing will be held at a specific time/day, and 4) that the owner has a chance to reschedule it
6 once.

7 73. None of these greater protections were offered to TOBIN in this case, and that led to
8 the sanction of losing all rights to a house valued at approximately \$400,000.

9 74. The resolution also provided that the owner “will have the right to make a statement to
10 the Hearing Panel, present written testimony, provide documentation, and/or invite a witness to
11 testify on their behalf.” None of these guaranteed due process rights were offered in the case that
12 ended in foreclosure, the ultimate sanction for violation of the CC&Rs.

13 63. That the resolution is intended to articulate the protocol for providing due process
14 when the violation of the CC&Rs is failure to pay delinquent HOA dues is made clear by the two
15 exceptions to notice requirements that are made for collections issues:

16 64. The resolution articulates two exceptions to the standard notices required before an
17 HOA member can be sanctioned for an alleged violation of the CC&Rs procedures when the
18 allegation is a collections issue, both of which are cryptic to the point of being nonsensical:

19 65. a) *“For Collection Account Hearings the Notice of Hearing and the Sanction to be*
20 *imposed for accounts at collections are both noticed in one letter: (sic)”* and,

21 66. b) *“If the appeal ;was (sic) made directly to the Community Association and not via*
22 *the collection agency then the Association shall send an Appeal Hearing Determination letter*
23 *within five (5) business day after the Appeal Hearing.”*

24 67. Cross-Claimant TOBIN was deprived of all due process, as there was no invitation to a

1 hearing, no appeal, and no notice that the decision had been made to foreclose by the HOA
2 Board.

3 68. There has never been any notice from the HOA or the HOA AGENTS that the HOA
4 sale had occurred, even though such a sale all Cross-Claimant's title rights to a \$400,000 house
5 had been removed without notice or due process.

6 69. The extreme irony is that at the exact same time, relating to the exact same Subject
7 Property, an allegation was made of a trivial violation of the CC&Rs, i.e., dead plants, for which
8 the exact same Owner could be sanctioned.

9 70. For the trivial violation of dead plants, an HOA AGENT, employed by FSR,
10 implemented the procedure for due process impeccably:

11 71. a) with notice of the violation of dead plants, b) with the possible sanction of \$100, c)
12 a hearing, d) that the owner could attend, e) opportunity to defend against the allegations, f)
13 appeal to the Board, and then g) on August 13, 2014 the Notice Sanctions for of \$100, two days
14 before the surprise HOA sale took all Cross-Claimant's rights the \$400,000 house without any
15 due process or even notice afterward that the sale had occurred.

16 72. The HOA Board's most momentous decision of how to sanction Cross-Claimant, an
17 HOA member, based on an allegation of delinquent HOA dues was to decide among their legal
18 options: a) to purchase the Subject Property in delinquency, b) to offer a payment plan, c) to sue
19 in small claims court or d) to foreclose, was made based solely on allegations made in secret by
20 HOA AGENTS who financially benefitted from wrongful foreclosure of the Subject Property.

21 73. That HOA AGENTS conducted the collection process in a manner that deceived the
22 HOA Board and tricked them into not following their own procedures and into making decisions
23 which caused damages to Cross-Claimant.

24 ///

1 **The HOA sale was not commercially reasonable.**

2 74. That the property was valued of \$353,529 on the State of Nevada Statement of Value
3 Form used to determine the transfer tax on August 22, 2014 when the foreclosure deed was
4 recorded, and the \$63,100 Thomas LUCAS paid d/b/a OPPORTUNITY HOMES, LLC was less
5 than 18% of that measure of fair market value (FMV).

6 75. In all measures of fair market value, the sale price of the Subject Property was grossly
7 inadequate, particularly as it sold for 16.8% of the \$375,000 offer Nationstar's Investor rejected
8 on August 1, 2014, two weeks before the HOA foreclosure sale.

9 76. Nationstar's rejection of the \$375,000 offer and demand to raise the list price from
10 \$380,000 to \$390,000 on August 1, 2014 was known to the BHHS Agent LUCAS and, upon
11 information and belief, known to HOA Agents who conducted the HOA sale as well.

12 77. That the HOA Sale is void as the sale price was less than 20% of Fair Market Value
13 and the sale involved unjust enrichment, oppression, fraud and fraudulent concealment.

14 **THIRD CAUSE OF ACTION:**

15 **CIVIL CONSPIRACY**

16 78. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
17 herein All the elements of an actionable conspiracy were met in this case: a) two or more
18 persons, b) unlawful objective to be achieved; c) an agreement on the objective or means to
19 achieve the objective; d) overt act(s) in furtherance of the conspiracy; and e) a resulting injury or
20 damages.

21 79. That HOA AGENTS acted in concert to conceal illegal acts resulting in unfairly
22 depriving Cross-Claimant of the Subject Property for the unjust enrichment of themselves and
23 undeserving fellow conspirators.

1 80. That HOA AGENTS, BHHS Realtor Thomas LUCAS; Joel and Sandra Stokes; Notary
2 CluAynne M. Corwin; Yuen K. Lee as Manager of defaulted F. Bondurant, LLC; and fictitious
3 Defendants, acted covertly, in concert to:

4 81. Conduct and/or participate in the HOA sale from which others were excluded; and/or
5 concealed the true nature, financing and timing of subsequent transfers of title and/or to market
6 the Subject Property utilizing: a) improper, insufficient and selective notification, b) through the
7 use of bogus and/or illegally structured entities, c) providing false information to enforcement
8 agencies and the HOA Board d) misusing the MLS system to illegally re-convey the Subject
9 Property.

10 82. HOA AGENTS and others complicit in fraudulent conduct of HOA sale and re-
11 conveyance of Subject Property to non-bona fide purchasers to unfairly deprive Cross-Claimant
12 of the Subject Property for their own unjust enrichment in that notice of the actual sale was given
13 to BHHS Realtor Tom LUCAS who had a previously purchased an HOA foreclosure Subject
14 Property from RRFS, but RRFS did not give notice of the actual sale to Cross-Claimant's agent,
15 BHHS Realtor Craig LEIDY.

16 83. That it is unknown if any notices, or other publicity, made the true date of the HOA sale
17 known to any other party besides BHHS Realtor LUCAS.

18 84. Cross-claimant alleges that conspirators have illegally used improperly licensed and
19 registered entities to further their unfair enterprises and concealing and perpetrating unlawful
20 conveyance of the Subject Property for their unjust enrichment which resulted in Cross-
21 Claimant's loss of title and possession of the Subject Property.

22 85. That Cross-Defendants' conduct deviated from the usual course of business and the
23 customary written documentation, purchase agreements, neutral escrow for proper handling and
24 accounting for funds taken in and disbursed, and proper recording of instruments of conveyance,

1 thereby perpetuating a fraud which caused damages to Cross-Claimant.

2 86. Conspirators evaded paying the required real Subject Property transfer taxes (RPTT) and
3 HOA-mandated New Member Set-up Fee and Asset Enhancement Fees.

4 **FOURTH CAUSE OF ACTION:**
5 **FRAUDULENT CONCEALMENT**
6

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

9 88. That the HOA AGENTS withheld/provided false information to enforcement officials
10 to conceal their illegal conduct of HOA sale.

11 89. That the HOA AGENTS violated NRS 38.310 (1)(a) process that defines mediation
12 as a necessary prerequisite of a valid HOA foreclosure.

13 90. That the HOA AGENTS provided false information to enforcement officials by
14 telling the Ombudsman (OMB) that the "Owner was retained" so the HOA could avoid
15 completing the OMB Notice of Sale (NOS) process and still conduct the foreclosure sale,

16 91. That the HOA AGENTS tricked the OMB into believing that the OMB-NOS process
17 was no longer necessary by telling the OMB the "Owner was retained."

18 92. That the enforcement agency canceled the February 14, 2012 Notice of Sale on May
19 15, 2014.

20 93. After deceiving the enforcement agency, HOA AGENTS held the foreclosure sale on
21 August 15, 2014, illegally anyway, even though the mandatory NOS process was cancelled on
22 May 15, 2014 based on their deception thereby permitting HOA AGENTS to evade enforcement
23 by having the HOA sale without a Notice of Sale in effect.

24 94. That the HOA AGENTS concealed the unlawful sale by failing to deliver the

1 Foreclosure Deed to the OMB within 30 days as required NRS (2013) 116.31164 (3)(b).

2 **FIFTH CAUSE OF ACTION:**

3 **UNJUST ENRICHMENT**

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

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

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

10
11 a) There were no expenses of sale as the cost to conduct a foreclosure sale is limited
12 to \$125.00 by the April 27, 2012 RRFS Delinquent Assessment Collection Agreement,
13 and the lien of \$5,081.45 already included erroneous, duplicative and unauthorized
14 charges.

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

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

22 d) Satisfaction of subordinate claims. None of the excess proceeds went to any of the
23 entities who had recorded liens. Or, alternatively, if any of the lienholders did receive the
24

1 excess proceeds, none of the lienholders properly accounted for receiving any funds, and
2 none removed their liens.

3 e) Remittance of any excess to the unit's owner. Within a few months after the sale,
4 TOBIN attempted to claim the excess proceeds since it was clear the HOA AGENTS were
5 treating the bank loan as "extinguished". In response to direct inquiries, HOA AGENTS
6 were deceptive about their illegal retention of the proceeds of the illegally-conducted sale
7 and refused to speak with TOBIN about her claim, stating at different times in late 2014:
8 1) that she had no standing, 2) that RRFS had no record of her in relation to the Subject
9 Property, and 3) that RRFS had turned the money over to the court to distribute.

10 **SIXTH CAUSE OF ACTION:**

11 **BREACH OF CONTRACT**

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

15 99. That the HOA AGENTS violated numerous provisions of their contracts with the HOA
16 to the specific detriment of Cross-Claimant's title rights. For example, That the HOA AGENTS
17 violated the HOA/RRFS 4/27/12 Delinquent Collection Assessment Agreement", section 4 by
18 untimely processing of TOBIN's August 17, 2012 HOA dues payment that resulted in
19 unauthorized and pre-mature beginning of the collections process;

20 100. HOA AGENTS violated HOA/RRFS 4/27/12 Delinquent Collection Assessment
21 Agreement", section 5 by "The (HOA) authorizes Red Rock to offer delinquent homeowners
22 payment plans or extensions up to 24 months in duration without the Board of Directors'
23 authorization...".

24 101. On August 15, 2014 the HOA AGENT FSR d/b/a RRFS held the HOA sale without

1 any notice to the owner.

2 102. After the illegal sale, the HOA AGENTS did not provide a Notice of Sanctions Letter
3 or in any way communicate that HOA AGENTS had used the HOA's authority to take the
4 ultimate sanction against the owner without due process.

5 103. NRS 116.1113 imposes an obligation of good faith which was violated by HOA
6 AGENTS when they conducted the HOA sale for their own enrichment and in violation of the
7 rights of due process of TOBIN and their contractual and fiduciary obligations to the HOA
8 whose authority they usurped.

9 104. That the HOA has separate contracts with the Managing Agent (FSR) and its Debt
10 Collector Agent (RRFS) who failed to disclose that it is the Managing Agent (FSR) that holds
11 the debt collection license d/b/a RRFS and that a separate contract is a ruse to camouflage their
12 substantial conflict of interest.

13 105. In the management contract with FSR, RRFS is described merely as an "Affiliate" that
14 the HOA "is not required to use", falsely implying that RRFS is a separate legal entity with its
15 own separate debt collector license.

16 106. Failure to disclose this very significant financial conflict of interest in addition to HOA
17 AGENTS' multiple violations of laws, regulations, and the governing documents invokes section
18 5.3 of the March 31, 2014 FSR Management Agency Agreement that requires FSR to defend,
19 indemnify and hold HOA harmless for FSR's negligence and statutory and procedural violations.

20 107. Section 7, second paragraph of the April 27, 2012 RRFS Delinquent Assessment
21 Collection Agreement is triggered both by HOA AGENTS' violation of that agreement, but by
22 their violations of statutes, governing documents and HOA rules and regulations.

23 108. HOA AGENTS' actions in violating statutes violates the contract provision in the FSR
24 Management Agreement requiring FSR to manage the HOA "...pursuant to all provisions of the

1 NRS and NAC pertaining to the governance of ...(HOAs)". FSR violations:

- 2 a) NRS 116.1113 Violation of duty of good faith
- 3 b) NRS 116A.630 (1)(a) Violation of fiduciary duty;
- 4 c) NRS 116A.630 (1)(b) Failure to exercise ordinary and reasonable care;
- 5 d) NRS 116A.620 Failure to comply with statutory standards of practice;
- 6 e) 116A.355(2)(f) Failure to disclose to a client any material fact;
- 7 f) NRS 116A.355(2)(h) Failure to account for or remit money within a reasonable
- 8 time;
- 9 g) NRS 16A.355(2) (i) Exceeded the authority granted to him or her by the
- 10 client;
- 11 h) NRS 116A.345(9) Collecting fees or charges that were not specified in the
- 12 management agreement;
- 13 i) NRS116A.355(2)(f). Deceitful, fraudulent, or dishonest conduct to the
- 14 Association and the Division.

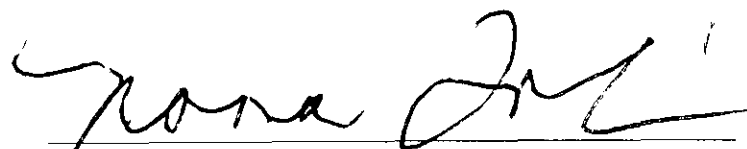
13 **PRAYER**

14 WHEREFORE, Cross-Claimant prays for judgment against the Cross-Defendants, jointly
15 and severally, as follows:

- 16 a. For a declaration and determination that the HOA Sale is null, void, and
- 17 without effect to convey title from, or in any way diminish, Cross-Claimant's
- 18 right to possession, use and profit from the Subject Property;
- 19 b. For a declaration and determination that the HOA sale was invalid and null
- 20 and void for the HOA's and HOA AGENTS' statutory and procedural
- 21 violations;
- 22 c. For a declaration and determination that the conduct of Cross-Defendant HOA
- 23 AGENTS in connection with the HOA sale and the subsequent transfer of title
- 24 to Counter-Defendants was accompanied by actual fraud, deceit, or trickery
- for which HOA AGENTS are liable to pay punitive damages to Cross-
- Claimant;

- 1 d. For a declaration and determination that any and all of their claimed rights to
2 ownership of the Subject Property by Realtor Thomas LUCAS d/b/a
3 Opportunity Homes, LLC, purported purchaser at the HOA sale, Yuen K. Lee
4 and/or F. Bondurant, LLC and the Stokes and/or Jimijack are null and void
5 due to their complicity with HOA AGENTS' actions and omissions in failing
6 to conduct arms-length, commercially reasonable transactions that resulted in
7 fraudulent conveyances to non-bona-fide purchasers for value;
8 e. That Counter-Defendants are not *bona fide* purchasers for value, and that the
9 HOA sale transfers of Subject Property failed to meet the NRS 111.180 or the
10 *ShadowWood* standards;
11 f. For general damages in an amount in excess of \$10,000;
12 g. For treble actual damages in punitive damages to compensate for HOA
13 AGENTS' complicity in the illegal actions, including fraudulent transfer of
14 the Subject Property;
15 h. For specific damages in an amount as yet undetermined;
16 i. For reasonable costs and fees incurred by Counter-Claimant for the
17 prosecution of this matter;
18 j. For any other relief the Court may deem just and proper.

19 Dated this 31st day of January, 2017.

20 

21 NONA TOBIN, Trustee
22 Gordon B. Hansen Trust, Dated 8/22/08
23 2664 Olivia Heights Avenue
24 Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
Defendant-in-Intervention, Cross-Claimant
In Proper Person