

1 Report Viewed
 Created by
Mercury Network

6046

[Data Courier](#) [Orders](#) [Fee Portal](#) [MARR](#) [Issues](#) [Preferences](#)

[Help](#) | [Contact Support](#) | [What's New](#) | [Terms of Use](#)

[Back](#) [Submit to UCDP](#) [Request Revision](#) [Send via SureReceipts](#) [Upload Revised File](#) [Start AQM](#)

You can send **10** reports to the borrower free of charge using our compliant eDisclosure solution, SureReceipts.

Property Details- 10550 Pattrington Ct



10550 Pattrington Ct Las Vegas, NV 89183

Borrower: Client: Wilber Holmes

Appraised Value: \$620,000

Appraisal Date: 06/15/2016

Assignment Type: Market Value

Product: GPRES1

Loan Type: -

Appraiser Name: W. Snow - Cert. Res. Appr.

Lender: Client: Wilber Holmes

Lender Address: -

Neighborhood: San Rafael

Sale Price: \$0

Prior Date: 12/17/2014

Prior Price: \$0

Docs

Click the PDF button below to download the printable PDF. The report delivered isn't supported by MISMO KML.

[PDF](#)

[MISMO KML](#)

Comps



History

6/15/2016 12:28:58 AM CDT
 Appraisal Uploaded by Bestappraisalinc@aol.com

From: bestappraisalinc@aol.com
To: wholmes711@aol.com
Uploaded On: 6/15/2016 12:28:58 AM, CDT
Available Until: 09/17/2016
Message:

Mr. Holmes,

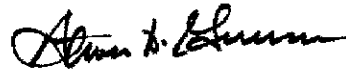
Thank you for the opportunity to provide appraisal services. The appraisal was completed on 6/15/2016. The appraisal value is \$620,000. The appraisal was completed by W. Snow - Cert. Res. Appr.

Sorry for the delay and thank you for the opportunity to provide appraisal services.

Wendell Snow

*As of 6/15
 2016*

W. Snow



CLERK OF THE COURT

1 WILBERT R HOLMES
2 10550 PATRINGTON CT.
3 LAS VEGAS NV 89183
4 702 281 5752
5 WHOLMES711@AOL.COM
6 Self-Represented

7 **EIGHTH DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

CASE NO.: D-15-523582

9
10 CAPUCINE Y HOLMES

11 vs.

12 WILBERT R HOLMES

13 Defendant.

J DEPT NO.:

DATE OF
HEARING: 09/21/2016 TIME OF

HEARING: 10:00 am Oral

Argument Requested:

Yes ☐ No X

14 **NOTICE OF MOTION**

15
16 TO: Opposing Party or Party's Attorney, if one, MARSHA KIMBLE- SIMMS ; and TO:
17 District Attorney – Family Support Division, if applicable.

18 This is a motion for: ☒ check all that

19 apply) ☐ Child Support Issues ☐ Contempt *CHANGE OF VENUE
20 ☐ Child Custody ☐ Spousal Support ☐ Visitation

21 **PLEASE TAKE NOTICE** that a hearing on the attached motion for relief will be held
22 before the Eighth Judicial District Court –Family Division located at: ☒ check one)

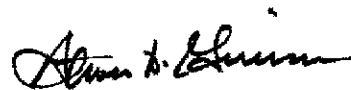
23 ☒ The Family Courts and Services Center, 601 N. Pecos Road Las Vegas, Nevada 89101 ☐
The Regional Justice Center, 200 Lewis Avenue Las Vegas, Nevada 89101

24 ☐ The Child Support Center of Southern Nevada, 1900 E. Flamingo Road # 100 Las Vegas,
25 Nevada 89119

26 Notice: You are required to file a written response to this motion with the Clerk of the Court within ten
27 (10) days of receipt and to serve a copy of the filed response on the other party. Failure to do so may
result in the requested relief being granted by the Court without hearing prior to the scheduled hearing.

28 Submitted By: 
(☒ check one) ☐ Plaintiff ☒ Defendant in Proper Person

**THIS SEALED
DOCUMENT,
NUMBERED PAGE(S)
175 - 180
WILL FOLLOW VIA
U.S. MAIL**



CLERK OF THE COURT

MOT

Marsha Kimble- Simms
Nevada Bar No. 8350
Cheyenne West Corporate Park
Simms Law Firm, Llc
2560 W. Brooks Ave, Suite #101
North Las Vegas, Nevada 89032
(702)275-4185 (o), 702) 664-0457 (f)
Attorney for CAPUCINE YOLANDA HOLMES

**DISTRICT COURT
CLARK COUNTY, NEVADA**

CAPUCINE YOLANDA HOLMES,

Plaintiff,

vs.

WILBERT ROY HOLMES,

Defendant.

} Case No.: D-15-523582-D

} Dept. No.: J

} **DATE OF HEARING:** 10/4/2016

} **TIME OF HEARING:** 10:00 AM

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF
OF THE COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE
REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE
SCHEDULED HEARING DATE.

**MOTION TO AMEND THE PLEADINGS, FOR AN ORDER TO ENFORCE AND FOR
AN ORDER TO SHOW CAUSE, AND TO SET ASIDE THE PREMARITAL
AGREEMENT**

COMES NOW Plaintiff, Capucine Yolanda Holmes, by and through her attorneys of
record, Marsha Kimble-Simms, Esq., of SIMMS LAW FIRM, LLC, and file this Motion to
Amend the Pleadings, for an Order to Enforce and For an Order to Show Cause and to Set
Aside the Premarital Agreement.

///

///

1 This Motion is based upon the attached Points an Authorities, attached exhibits,
2 affidavits, any and all pleadings and papers on the file in this matter, and any oral representation
3 to take place at the hearing on this Motion.

4 DATED this _____ day of _____, 2016.

5 SIMMS LAW FIRM, LLC

6
7 Marsha Kimble-Simms, Esq.
8 State Bar of Nevada No. 8530
9 2560 W. Brooks Ave., Suite 101
10 North Las Vegas, Nevada 89032
11 Attorney for Plaintiff,
12 CAPUCINE YOLANDA HOLMES

13 **NOTICE OF MOTION**

14 TO: WILBERT ROY HOLMES

15 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the undersigned will
16 bring the above and foregoing Motion on for hearing before the Court at the courtroom of the
17 above-entitled court, on the 4 day of October, 2016, at 10:00^{AM} a.m./p.m.,
18 Department J, of the Eighth Judicial District Court, Family Division, located at 601 N.
19 Pecos Road, Las Vegas, Nevada 89101.

20 Dated this 27 day of July, 2016.

21 SIMMS LAW FIRM, LLC

22
23 By: 

24 Marsha Kimble-Simms, Esq.
25 State Bar of Nevada No. 8530
26 2560 W. Brooks Ave., Suite 101
27 North Las Vegas, Nevada 89032
28 Attorney for Plaintiff,
CAPUCINE YOLANDA HOLMES

STATEMENT OF FACTS

This case arises out of a Dissolution of Marriage between the Plaintiff Capucine Yolanda Holmes (thereafter "Capucine") and Defendant Wilbert Roy Holmes (thereafter the "defendant"). The couple has been married for approximately seventeen years and the defendant has physically abused Capucine throughout the marriage. Capucine met the defendant in 1995 and began a romantic relationship. The defendant asked Capucine to date him exclusively in 1996 and to move into his home. She obliged.

Capucine worked at Ford Motor Company and attend school at Oakland Community College. On her off days when she would assist the defendant at his business called the Metro Renaissance Club. Capucine worked diligently side by side with the defendant. She did business development, management, administrative, culinary, bartending, waitressing and anything that was needed to make the success of the business.

In 1997 they traveled to Las Vegas for a vacation and the couple discussed marriage. The defendant proposed to Capucine in December of 1997 on Christmas. He gave Capucine a ring. They were to be married in Michigan and searched for homes in Michigan. The defendant told Capucine that he wanted to move to Las Vegas and he wanted her to come with him as his wife. The couple made preparations to sale his business the Metro Renaissance Club. He told Capucine that she contributed to the success of his business over the years and while they were together.

He told her he was impressed by the business she brought in from her connections with Ford Motor Company. Plus, the business she created from business meetings and seminars of Physicians who were family members and personal friends of hers. Also, when he injured his leg during accident at the club; she took over his business for a few months with great success. The

1 defendant told her that she showed her dedication and love by helping him in his time of need.
2 At that time the defendant asked her to move to Las Vegas she was graduating from Oakland
3 Community College and was part of Ford Total Production Maintenance Program at Ford Motor
4 Company where she served as a Team Leader.

5 When Capucine expressed concerns regarding leaving her career, family and home, the
6 defendant assured her that he would always take care of her financially and provide her with
7 health insurance, life insurance, and pay for her college. Also, he stated he would purchase her a
8 new car after they were married as he had just purchased a new Cadillac Escalade. They came to
9 Las Vegas together in April of 1999 and found a home that was being built and flew back to
10 Michigan.
11

12 They picked a date of July 3, 1999 for their weddings at the Little Church of the West in
13 Las Vegas. Capucine invited family and friends to attend her wedding and reception at the Four
14 Seasons Hotel in Las Vegas. Capucine returned to Las Vegas at the end of June after resigning
15 from her job at Ford Motor Company, which provided her medical, financial and retirement
16 benefits. Capucine moved to Nevada with no assets and no income.
17

18 On June 30, 1999 the defendant raised the issue of a Pre-Marital Agreement (See Exhibit
19 1) for the first time. The defendant gave Capucine a copy of the agreement on July 1, 1999 two
20 days before the wedding. At this point, Capucine was surprised, scared and hurt. She resigned
21 from her job, moved all her personal belongings, spent her all her money to move to Las Vegas
22 and was upset that the defendant would ask her to sign the Pre-Marital Agreement. The
23 defendant made it very clear that if she did not sign the agreement, that there would be no
24 wedding and she would not get items he promised such as house, car, and anything she wanted.
25
26
27
28

1 He told her that the document was just a formality for him to finalize his business at the
2 Metro Renaissance Club. Capucine did not understand any of it. She had cried the entire
3 evening and felt trapped due to the fact she had resigned from her job on a career path with Ford
4 Motor Company. Capucine moved to a town where she did not know anyone and was not aware
5 of her surroundings. Capucine refused to sign the agreement as she did not understand it.

6
7 On July 2, 1999 the defendant took Capucine to the bank where he did business. The
8 banker their told Capucine that he had seen these type of documents all the time and that Mr.
9 Holmes can add her to his accounts once after they were married. The defendant told Capucine
10 that if she signed the agreement after they were married he would place her name on all of his
11 bank accounts and she would have access to funds. The defendant told Capucine that he would
12 make sure she would always have what she wanted, needed and she would be taken care of for
13 the rest of her life.

14
15 Defendant is a retired senior accountant and entrepreneur. As an accountant the defendant
16 made \$120,000. Capucine is unemployed but has worked intermittingly throughout the
17 marriage. As the years progressed he became more paranoid and angry. In 2011 his invalid
18 mother came to live with them and Capucine became her care taker. The defendant became
19 jealous of the friendship that developed between his mother and Capucine and decided to punish
20 Capucine.
21

22 Defendant's mother stayed with them for six months until he put her in a nursing home in
23 order to get control of her money. His mother had a house worth \$300,000.00. The defendant put
24 the house in his name and his mother got a legal aid lawyer to get the house back. She told
25 Capucine she was the daughter she never had. The defendant became jealous telling his mother
26 "Oh, you don't love me." Shortly thereafter he sold two of Capucine's cars a 1997 Ford
27
28

1 Mustang convertible (See Exhibit 2) and a 2007 Chrysler 300 to purchase her a 2009 Mercedes
2 convertible CLK 550. (See Exhibit 3) He sold the Mercedes in 2013 leaving her without
3 transportation.

4 In 2014 he put the house up for sale. Planning to leave Capucine without the equity from
5 the home as specified in the Pre-Marital Agreement. Capucine invited a friend over to the house
6 and the friend told her they could make a lot of money renting out their home. If it were not for
7 greed, the defendant would have sold the house leaving Capucine with no place to live,
8 unemployed and with no transportation.

9
10 Shortly thereafter he began renting the house located at 10550 Patrington Court. From
11 2014 until 2015 the marital home was rented out and defendant told her he was making
12 approximately \$10,000 to \$12,000 a month. He used Several companies to rent out the house as
13 follows: Home Away, VRBO vacation Site, Craig's List, and Facebook. (See Exhibit 4) The
14 defendant was told to stop renting the home by the San Rafeal Community Homeowners ("HOA
15 thereafter"). The defendant responded by sending the HOA a letter showing that he lost
16 \$20,000.00 in bookings because of them. (See Exhibit 5).

17
18 While visitors resided in the home the defendant signed up for low income senior citizen
19 housing located on Decatur in Las Vegas. The defendant became mad because Capucine would
20 not sign her name to the application. He lived there for a couple of months and the he moved
21 into another low income senior complex located at 2675 Agate, #247, Las Vegas. (See Exhibit
22 6) The defendant lied to rent both places. Defendant's attorney discovered that he was
23 committing fraud on the Court by concealing his assets and withdrew from the case indicating
24 in her Motion To Withdraw as Attorney of Record for Defendant on page 3, lines 13-18, "Rule
25 166(2)(a) the client persists in a course of action involving the lawyer's services to
26
27
28

1 perpetrate a fraud; (b) the client has used the lawyer's services to perpetrate a crime or
2 fraud; (c) a client fails substantially to fulfill an obligation to the lawyer regarding the
3 lawyer regarding the lawyer's services..." (See Exhibit 7)

4 The defendant abused Capucine and in 2007 the defendant called the police and nothing
5 happened. The second time Capucine called the Police in June of 2015 and she was arrested. The
6 defendant initiated the fight and was on top of Capucine hitting her. She bite him and he stopped
7 hitting her. The defendant told the police he was an invalid man and she was a strong young
8 woman. Capucine was arrested and if she completed all of her court requirements the case would
9 be dismissed. She completed everything and the case was dismissed, however, during the
10 Domestic Violence Classes she learned she had Battered Woman Syndrome. She began to realize
11 the by studying handouts given in class that she was in the "Circle of Domestic Violence" (See
12 Exhibit 8) and that she needed a better life.

13 During domestic violence therapy she found the courage to leave the defendant. With
14 \$60.00 in her pocket she walked out and took three hundred dollars from the bank account to file
15 for divorce on November 5, 2015. She moved in with a friend and her friends have been feeding
16 her and providing her with love and support since she filed for divorce.

17 The defendant found out where she lived and began leaving threatening telephone calls
18 and emails on Facebook. In February 2016 (See Exhibit 9) and May of 2016 (See Exhibit 10)
19 Capucine was granted Temporary Restraining Orders against Domestic Violence (TPO
20 hereafter). After the May 2016 TPO was granted the defendant began calling the home where
21 Capucine lived and telling her housemate and left death threats on the answering machine.
22 Capucine played the messages for the Court and she was granted a Permeant TPO on June 2,
23 2016 until October 11, 2016. (See Exhibit 11) The TPO gave him permission to correspond with
24
25
26
27
28

1 her attorney Marsha Kimble-Simms. Since the parties separation, the defendant has continued to
2 harass Capucine.

3 Now the defendant is harassing her attorney requesting that Capucine sign a Divorce
4 Decree signing away her rights to the equity in the home. Attorney Marsha Kimble-Simms spoke
5 with the police and they told her the TPO was usual and they had never seen a TPO giving a
6 defendant the right to contact an attorney. They told Kimble-Simms it would be difficult to
7 protect her since the TPO gave defendant the aforementioned right of contact.
8

9 Mrs. Kimble-Simms spoke to the Chief Judge David Barker and he referred her to the
10 Chief Judge of Family Court Judge Charles Hoskin who recommended that she do a Motion to
11 Amend the TPO removing the authorization for contact. (See Exhibit 12) A hearing was set for
12 August 23, 2016, and by an Order Shortening Time a new hearing is set for August 2, 2016 at
13 9:00 am., in Department 19.
14

15 **POINTS AND AUTHORITIES**
16 **LEGAL ARUGUMENT**

17 **I.**

18 **PLAINTIFF ASKS THE COURT TO ALLOW HER TO AMEND HER**
19 **COMPLAINT IN THE INTEREST OF JUSTICE**

20 The Plaintiff the requests leave of Court to file an amended Complaint pursuant to
21 Nevada Rules of Civil Procedure 15 (a) on the grounds that justice so requires.

22 This pursuant N.R.C.P. 15 (a) Amendments which reads as follows:
23

24 A party may amend the party's pleading once as a matter of course at any time
25 before a responsive pleading is served or, if the pleading is one to which no
26 responsive pleading is permitted and the action has not been placed upon the trial
27 calendar, the party may so amend it at any time within 20 days after it is served.
28 Otherwise a party may amend the party's pleading only by leave of court or by
written consent of the adverse party; and leave shall be freely given when justice
so requires.

1 The Plaintiff is requesting that the Court amend the pleadings asking for spousal support
2 pursuant to NRS 125.190-200 and the following tort allegations are proposed to be added: abuse
3 of process, tortious interference of contract, invasion of privacy-public disclosure of
4 embarrassingly private facts, fraud, waste, and intentional affliction of emotional distress.

5 1. **Spousal support** should be granted pursuant to NRS 125.190 in the interest of
6 Justice and if and when the court invalidates the Premarital Agreement due to Fraud, Duress,
7 and Unconscionability.
8

9 2. **Abuse of process** (Defendant has filed numerous lawsuits pretending to be
10 indigent against Capucine, her housemate, a charitable organization that she belonged to, and an
11 Executive Board member. Plaintiff sent a Memo (See Exhibit 13) to Chief Judge Natalie Tyrell
12 informing her that the defendant had pretended to be indigent and had filed four lawsuits for
13 free to harass Capucine. The memo with supporting documents showed that the Defendant
14 listed his home for \$799,999.00, stole \$135,000.00 from his brother's estate in 2008 reduced to
15 judgment. Mrs. Holmes memo also, includes a declaration that her husband rented out their
16 home valued at for approximately \$10,000 to \$12,000 a month. After verifying the information
17 Chief Judge Tyrell vacated all lawsuits. (See Exhibit 14)
18
19

20 The memorandum also included a Sun City Security Report indicating that the defendant
21 Trespassed and tried to batter and assault Capucine. A police report was also filed with
22 Henderson Police Department. (See Exhibit 15)
23

24 3. **Tortious Interference of Contract**, Mrs. Jean Locke-Jones from Block and
25 Associates offered Mrs. Holmes a job making approximately \$40,000 in income. Mrs. Holmes
26 told the defendant that she and Mrs. Locke-Jones would be working together. However,
27 defendant harassed Mrs. Locke-Jones causing her to withdraw the job offer. (See Exhibit 16)
28

1 4. **Invasion of Privacy** public disclosure of embarrassingly private facts. Defendant
2 published on Facebook in January 2016, that Mrs. Holmes had an abortion. (see Exhibit 17) He
3 published this numerous times on Facebook. Shortly, thereafter he posted on Facebook that he
4 intentionally was posting were "personal, but not private nature. (See Exhibit 18)

5 5. **Fraud.** Defendant did not disclose in the Premarital Agreement "Financial
6 Statement of Wilbert Holmes" (See Exhibit 19) that he owned two liquor licenses one from the
7 State of Michigan and Cabaret D City of Detroit Special License for alcohol. The State of
8 Michigan License was sold in 2003 four years after marriage. (See Exhibit 20) In addition, his
9 attorney Rachel Jacobson withdrew from the case in her Motion to Withdraw filed April 14,
10 2016. See page 3, lines 13-18 "Rule 166(2)(a) the client persists in a course of action involving
11 the lawyer's services to **perpetrate a fraud; (b) the client has used the lawyer's services to**
12 **perpetrate a crime or fraud; (c) a client fails substantially to fulfill an obligation to the**
13 **lawyer regarding the lawyer regarding the lawyer's services...**" (See Exhibit 7)

14 6. **Waste.** Knowing that the Premarital Agreement gave Mrs. Holmes a right to the
15 increase in the equity of the marital home defendant pulled equity out of the home twice. In
16 approximately 2008 he pulled money from the equity. In 2012 he pulled out approximately
17 \$150,000. The defendant intentionally encumbered the marital home even though he had
18 approximately \$750,000.00 (See Exhibit 21) in cash, stole \$112,0000 (reduced to Judgement
19 \$135,000.00) dollars from his brother's estate, and had money from the sale of liquor licenses
20 State of Michigan and Cabaret D City of Detroit Special Licenses. (See Exhibit 20)

21 7. **Intentional Infliction of Emotional Distress.** Defendant engaged in outrageous
22 and extreme conduct using Facebook to harassment Mrs. Holmes and her friends via postings
23 on Facebook, posting of private information that Mrs. Holmes had an abortion (See Exhibit 17),
24
25
26
27
28

1 posting pictures of men beating and choking women (See Exhibit 22), pictures of guns and him
2 at the range (See Exhibit 23) and threatening pictures on Facebook. By using the Court to harass
3 he and engaging in Abuse of process. The defendant has sent voluminous emails and postings
4 on Facebook threatening violence to Capucine, her friends, and house member. A TPO was
5 granted May 12, 2016 (See Exhibit 10) showing and Extended Order for Protection was granted
6 until October 11, 2016. (See Exhibit 11)

8 II.

9 THE REFUSAL TO OBEY A LAWFUL ORDER ISSUED BY THE COURT IS 10 AN ACT OF CONTEMPT.

11 NRS 22.010(3). The facts of contempt must be presented to the court through an
12 affidavit. NRS 22.030(2). A person found guilty of contempt may be fined up to \$500 for each
13 act of contempt, may be imprisoned for up to 25 days, or both. A person found guilty of
14 contempt may also be required to pay the reasonable expenses, including attorney's fees, of the
15 person seeking to enforce the order. NRS 22.100.

17 A. **Order.** The Court entered a written order on May 16, 2016. The order requires
18 the other party to do the following: the MARITAL APPRAISAL shall be APREPARED, by
19 SCOTT DUGAN, Defendant shall FRONT the COST; HOWEVER, in the END, said COST
20 shall be EQUALLY DIVIDED 50/50 by the Parties. (See Exhibit 24).

22 B. **Notice.** The other party was served with a copy of the court order on May 17,
23 2016.

24 C. **Violation.** The order is not being followed. The other party should be held in
25 contempt for violating the order in the following ways: Defendant failed to have the Court
26 Appointed Appraiser appraise our high end home and has the financial resources to do so. Since
27 filing for divorce the defendant has been spending money taking expensive trips. He took a trip
28

1 to Rio De Janiero, Brazil from December 25, 2015 to January 14, 2016. (See Exhibit 25)

2 Another trip to Rio de Janeiro, Brazil on March 2, 2016. (See Exhibit 26). On March 15 he went
3 to Costa Rica posting on Facebook his arrival and pictures of his hotel, house keeper, and him
4 enjoying himself. (See Exhibit 27)

5 D. **Harm.** I am being harmed or will be harmed by the other party's violation in the
6 following ways: Since no appraisal has been done my financial interest in the high end home
7 cannot be determined placing me at a severe financial disadvantage.

8 E. **Enforcement.** I would like the Court to issue any orders necessary to effectuate
9 compliance with the court order. If the Court pleases Capucine requests that the \$2000 for the
10 Court ordered appraisal be reduced to Judgment so she can collect the funds.

11
12
13 **III.**

14 **PLAINTIFF'S MOTION TO SET ASIDE THE PREMARITAL AGREEMENT**
15 **BASED ON FRUAD, COERSION, AND DURESS**

16 A. *This Court should set aside the parties' Pre-Marital Agreement as it does not*
17 *comply with the Requirements set forth in NRS 123A*

18
19 Pursuant to NRS 123A, the parties' Pre-Marital Agreement ("Agreement") executed into
20 July 2, 1999 is void and therefore unenforceable on the grounds of fraud, unconscionability,
21 duress and due to the fact that is was involuntarily signed by Capucine. As set forth hereinafter,
22 the circumstances of the execution of the Agreement, as well as it terms, not only show that the
23 Agreement is unconscionable, but also that Capucine did not enter into it voluntarily under NRS
24 123A.
25
26
27
28

1 Pursuant to NRS to NRS 123A the Uniform Premarital Agreement Act, a premarital
2 agreement is enforceable without consideration if it is writing and signed by both parties.¹ A
3 premarital agreement may, among other things eliminate alimony.² However, NRS 123A.080
4 provides that a prenuptial agreement is unenforceable if it was unconscionable at execution,
5 involuntarily signed, or the parties did not fully disclose their assets and obligations before the
6 agreement's execution.
7

8 Under common law, prenuptial agreement is enforceable unless it is "unconscionable,
9 obtained through fraud, misrepresentation, material nondisclosure or duress." Buettner v.
10 Buettner, 89 Nev. 39,45,505 P.2d 600, 604 (1973). The Supreme Court of Nevada held in
11 Sogg v. Nevada State Bank, one may overcome the presumption of invalidity by showing that
12 the disadvantaged party: (1) had ample opportunity to consult an attorney, (2) was not coerced,
13 (3) possessed substantial business acumen, and (4) understood the financial resources of the
14 rights being forfeited under the agreement.³
15

16 Pursuant to Buettner and Sogg and the following facts of the instant case, the premarital
17 agreement between Will and Capucine entered into July 2, 1999 is void and unenforceable on
18 the grounds of being unconscionable.
19

20 Capucine: (1) was coerced into signing the agreement, (2) did not possess substantial
21 business acumen at the time of the signing of the agreement and (3) did not understand the
22 financial resources of her husband-to-be and the rights that she was asked to forfeit under the
23 agreement. Further, the agreement was signed only a few days before the marriage, when
24
25

26 ¹ NRS 123A.040

27 ² NRS 123A.050

28 ³ SOGG V. Nevada State Bank, 108 Nev. At 312, 832 P.2d 781 (1992).

1 Capucine was frightened and afraid because she had quit her job and was totally dependent on
2 the defendant.

3 *(1) Capucine was coerced into signing the agreement*

4 When Capucine and the defendant decided to get married she was unemployed with no
5 assets of her own and few resources. At that time, the defendant was college graduate with a
6 degree in Business Administration and had sold his business for seven hundred and fifty
7 thousand dollars (\$750,000). (See Exhibit 2) Capucine and the defendant set a wedding date on
8 July 3, 1999. While awaiting the wedding date, the defendant requested Capucine two days
9 before the wedding to sign the Agreement. Capucine felt pressured. It was close to the wedding
10 date and she didn't feel that she had an option not to sign such Agreement.
11
12

13 The defendant threatened that he would call off the wedding if she did try to go against
14 the agreement., Capucine was under emotional and economic duress to sign to sign said
15 Agreement: she just moved to Las Vegas and had no friends or family members to turn to, she
16 was unemployed and about to lose everything if the wedding did not go through. So naturally,
17 postponing or cancelling the wedding was not an option at that time. This amounted to coercion.
18

19 Given this agreement was presented to her shortly before the wedding and Will threats
20 of calling off the wedding if she did not sign it, in essence, this amounted to an all or nothing
21 proposition for Capucine if she wanted to get married she needed to sign the Agreement
22 regardless of its contents.
23

24 Therefore, Capucine was coerced into signing the Agreement and this court should void
25 this Agreement as unconscionable.

26 ///

27 ///

1
2 **2. Capucine did not possess substantial business acumen at the time of signing of the**
3 **agreement.**

4 This Agreement should be deemed unenforceable on the ground that it was
5 unconscionable due to the fact that at the time of signing Cap did not possess the business
6 acumen to protect her own interests and make an informed decision.

7 Cap did not possess the business acumen nor knowledge of the rights that she was
8 forfeiting under applicable Nevada law, to realize the seriousness of the situation. Therefore, the
9 defendant cannot claim that Capucine was put on notice for such forfeiture with this Agreement.
10 Ultimately, Capucine did not possess the financial background to make an informed decision
11 before she signed the Agreement. Accordingly, Capucine did not possess the business acumen
12 to protect her own rights and therefore this court should deem the agreement between the parties
13 void and unenforceable on the grounds of unconscionability.
14
15

16 **3. Capucine did not understand the financial resources of her husband -to be and the**
17 **rights that she was asked to forfeit under the agreement.**

18 The agreement should be held void and unenforceable on ground that it was
19 unconscionable due to fact that Will breached his fiduciary duty to Capucine and did not fully
20 disclose his obligations before the Agreement's execution.

21 The Nevada Supreme Court in Sogg⁴, acknowledged that fiancé's share a confidential,
22 fiduciary relationship, each has a responsibility to act with good faith and fairness to the other.
23 Such a responsibility contemplates that each party will make full and fair disclosure prior to the
24 execution of a premarital agreement. Will breached this responsibility. While the defendant did
25
26

27 ⁴ Sogg, 108 Nev. At 312, 832 P. 2d at 784
28

1 include a list of assets that he wanted to keep as separate property, the Agreement did not list
2 his financial obligations. NRS 123A.080 (1) (c) (1) mandates that financial disclosure include
3 in a Premarital Agreement both assets and obligations of the parties. In that respect, this
4 Agreement is unconscionable.

5 The disclosure that the defendant provided as "Exhibit 6" was neither complete nor fair
6 because he failed to disclosure that he owned liquors (See Exhibit 7). Therefore, any decision
7 that Capucine made when she did sign the Agreement was not an informed one. Moreover, the
8 defendant breached his fiduciary duty to Capucine.

9 The consideration of breach of fiduciary duty and non- disclosure of assets and
10 obligation bears directly on the issue of the enforceability of premarital agreements.⁵ NRS
11 123A.080 (1) provides that (emphasis added)
12

13 1. A premarital agreement is not enforceable if the party against whom enforcement is
14 sought proves that:

15 (a) That party did not execute the agreement voluntarily;

16 (b) The agreement was unconscionable when it was executed; or

17 (c) Before execution of the agreement, that party (emphasis added):

18 (1) **Was not provided a fair and reasonable disclosure of the property or
19 Financial obligations of the other party;**

20 (2) Did not voluntarily and expressly waive, in writing, any right to
21 Disclosure of the property or financial obligations of the other party
22 beyond the disclosure; and

23 (3) Did not have, or reasonably could not have had, an adequate knowledge of
24 The property or financial obligations of the other party.

25 Capucine has proven that she was not provided with a fair and reasonable disclosure of
26 the defendant's financial obligations; therefore, this court should void the Agreement and deem
27 it unenforceable.

28 ⁵ Sogg, 108 Nev. At 312, 832 P. 2d at 784.

NRS 123A.080 (1)

1 4. This court should award Capucine attorney's fees in the preliminary amount of
2 \$10,000.

3 NRS 18.010 in its pertinent part provides for an award of attorney's fees as follows (emphasis added):

- 4 1. The compensation of an attorney and counselor for his services is governed by
5 agreement, express or implied, which is not restrained by law.
6 2. In addition to the cases where an allowance is authorized by specific statute, the court
7 may make an allowance of attorney's fees to a prevailing party:
8 (a) When he has not recovered more than \$20,000; or
9 (b) **Without regard to the recovery sought, when the court finds that the claim,**
10 **counterclaim, cross claim or third party complaint or defense of the opposing party**
11 **was brought or maintained without reasonable ground or to harass the prevailing**
12 **party.** The court shall liberally construe the provisions of this paragraph in favor of the
13 awarding attorney fees in all appropriate situations. It is the intent of the Legislature that
14 court award attorney's fees pursuant to this paragraph and impose sanctions pursuant to
15 Rule 11 of the Nevada Rules of Civil Procedure in all appropriate situations to punish
16 for and deter frivolous or vexatious claims and defenses because such claims and
17 defenses overburden limited judicial resources, hinder the timely resolution of
18 meritorious claims and increase the costs of engaging in business and providing
19 professional services to public.
20 3. In awarding attorney's fees, the court may pronounce its decision on the fees at the
21 conclusion of the trial or special proceeding without written motion and with or without
22 presentation of additional evidence.

23 In light of the foregoing, this court has discretion under NRS 18.010 to award attorney's
24 fees to Capucine in the amount of \$10,000 for having to enlist services legal counsel and \$5000
25 for having to bring this Motion.

26 Furthermore, the Nevada Supreme Court held in Sargeant that the wife and husband
27 ought to be equal footing when they are defending their rights in court. See Sargeant v.
28 Sargeant, 88 Nev. 223 (1972). Capucine is unemployed, due to tortious interference and Will is
business man in Las Vegas community. Clearly, the parties are not on equal footing before this
court. Capucine no income than defendant.

Since the parties' separation Capucine has been forced to file this Motion due to the fact
that the defendant failed to get the Court ordered appraisal in doing that, Capucine will incur

1 attorney fees which will undoubtedly impact her life as she has not been able to secure
2 employment because of the defendant outrageous conduct.

3 In addition, and in light of the foregoing the parties' Pre- Marital Agreement is void.
4 Nevertheless, Capucine was forced to enlist the services of her attorney in order to file the
5 instant Motion to set aside the same.

6 Therefore, Capucine requests that this court award her attorney in the amount of
7 \$15,000, pursuant to and in accordance with Sargeant for the filing of an instant motion.
8


9 VI.

10 Conclusion

11 Based upon the foregoing, Capucine therefore moves the Court for an Order:

- 12 1. Amend the Pleadings;
13 2. Ordering holding defendant in contempt for failure to comply with Court order;
14 3. Set Aside the Premarital Agreement;
15 4. Award Attorney fees in the amount of \$15,000; Sargeant and NRS 18.010;
16 5. A request to reduce the \$2000 for appraisal fee to judgement so Capucine can
17 attach defendant's property to pay for the aforementioned appraisal.

18 DATED this 22th day of July, 2016

19 
20 MARSHA KIMBLE-SIMMS, ESQ. 8530
21 2560 W. Brooks Ave., #101
22 North Las Vegas, Nevada 89031
23 Attorney for Capucine Yolanda Holmes
24
25
26
27
28

AFFIDAVIT OF PLAINTIFF

STATE OF NEVADA)
)
COUNTY OF CLARK) ss.

CAPICINE, being first duly sworn, upon his oath, deposes and says that:

1. I am the Plaintiff in the above entitled action.
2. I have read the foregoing Motion and know the contents thereof; that the pleading is true of my own knowledge, except for those matters therein contained stated upon information and belief, and that as to those matters, I believe them to be true.
3. I declare under penalty under the law of the State of Nevada that the foregoing is True and correct.

DATED this 21th day of July 2016.

Submitted by: *Capucine Holmes*
CAPUCINE YOLANDA HOLMES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

Pursuant to NCRP 5 (b), I certify that on the 20 day, of July, 2016, service of the foregoing a copy of MOTION TO AMEND EXTENDED PROTECTIVE ORDER and MOTION FOR SHORTENING TIME AND ORDER FOR SHORTENING was made by depositing a true and correct copy of the same, enclosed in a sealed envelope upon which first class postage was fully prepaid, in the United States mail as Las Vegas, Nevada addressed as follows:

Wilbert Roy Holmes
10550 Pattrington Court
Las Vegas, Nevada 89183

Dated this 22 day of July, 2016


An employee of The Simms Law Firm

ANTENUPTIAL AGREEMENT

AGREEMENT made as of the _____ day of _____, 1999, by and between Wilbert Roy Holmes, hereinafter called "Will," and Capucine Yolanda Davis, hereinafter called "Capucine."

RECITALS

The following is a recital of facts underlying this Agreement.

- A. It is the intention of Will and Capucine to marry each other in the near future in Nevada where they have only recently relocated and intend to reside. Will and Capucine have discussed in great detail, for at least a year, their intention to enter into this agreement prior to marriage and the provisions included herein.
- B. Will, 52 years of age, has been married. Will and his first wife, who divorced in 1993, had two children: Angela, presently aged twenty-one (21), and Adrienne, presently aged eighteen (18). Will is retired, semi-disabled and anticipates his future income will be comprised of his pension, potential disability payments and investment income generated from the sale of real estate in Michigan under a fifteen (15) year land contract.
- C. Capucine is 31 years of age. She has not been previously married and has no children. Capucine quit her full-time job at Ford Motor Company earning \$21.13 per hour, with benefits, in anticipation of her marriage to Will and the parties' relocation to Nevada. It is anticipated she will attend school full time, work only part-time and complete her undergraduate degree within two years and that Will will pay for the tuition, books and fees associated with obtaining said degree.
- D. Will has a pre-marital estate which is substantially larger than that of Capucine, the nature and extent of which are itemized in Exhibit A.
- E. Capucine has a pre-marital estate, the value of which is set forth in Exhibit B.
- F. Will and Capucine intend to make Wills governing the disposition of their separate properties and estates at death. Each party recognizes and acknowledges that a Will may be changed or revoked by either party at any time. The Wills of Will and Capucine will not be reciprocal, joint or mutual, nor will they be made pursuant to a contract to make a Will.
- G. Each party acknowledges that the other has made full disclosure of his or her property and estate and that he or she is entering into this Agreement freely, voluntarily and with full knowledge. It is acknowledged further that the

limitations contained in this Agreement are intended to limit the right of each party to participate in the estate of the other in the event their future marital relationship is terminated by death or by legal proceedings instituted during the term of this Agreement.

NOW THEREFORE, in consideration of the marriage to be solemnized and of the mutual promises and undertakings hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree to the following:

1. **RIGHTS UPON DEATH OF THE OTHER.** Each party shall own, hold, possess, and have the power to devise and bequeath and transfer all real, personal, intangible, or mixed property that he or she may own at the time of their marriage, or subsequently acquire, as he or she may choose. In default of any will or codicil by either party, the other party shall take no share or interest in the decedent's estate as surviving spouse or heir-at-law, and the decedent's estate shall in all other respects descend and be distributed in accordance with the statutes of the State of Michigan then governing intestate estates, with the decedent's last will and testament in the event he or she shall die testate, or with any inter vivos trust. The parties intend to execute wills in 1998 or soon thereafter and agree that, while the wills may provide for the other party in a manner to bequeath more than the Agreement does, the wills will not in any manner provide for less than that which has been provided for in this Agreement. However, in the event of the death of Will prior to his execution of a will, Capucine will be awarded twenty-thousand (\$20,000) Dollars from the estate in full satisfaction of any claims.

2. **WAIVERS** Each party hereby waives and releases any and all rights and claims of every kind, nature, and description that he or she may acquire in the estate or property of the other party as a result of the death of the other party, including (but not by way of limitation) any and all rights of intestacy, rights to dower, rights of election (including the right to elect against the decedent's will), rights to spouse's allowance, rights to maintenance, rights to homestead or allowance, rights to exempt property allowance, and rights to use of a dwelling house, under the present or future statutes and laws or common law of the State of Michigan or any other jurisdiction, except as otherwise provided for in this Agreement.

3. **SOLE OWNERSHIP AND CONTROL OF EXISTING ASSETS.** Each party during his or her lifetime shall keep and retain sole ownership, control, and enjoyment of all real, personal, intangible, or mixed property now owned by him or her, free and clear of any claim by the other party.

4. **USE OF INCOME DURING MARRIAGE.** Unless specifically jointly titled, all income is owned separately. The voluntary co-mingling of income or the purchase of assets for the joint or mutual benefit or enjoyment of the parties and enhancement of the marriage will not constitute waiver of this provision or an indication of changed intent or abandonment of this provision as to the funds so spent, the assets purchased or any other past or future income.

5. DEBTS. All individual debt at the time of the marriage will remain the responsibility of the individual who incurred the debt originally. Any individual debt that is incurred during marriage will be the sole responsibility of the person incurring the debt.

6. DIVISION OF ASSETS IF MARRIAGE IS DISSOLVED. In the event that the marriage of Will and Capucine shall terminate as a result of divorce, then, in full satisfaction, settlement, and discharge of any and all rights or claims of alimony, support, property division, or other rights or claims of any kind, nature, or description incident to marriage and divorce (including any right to payment of legal fees incident to a divorce), under the present or future statutes and laws or common law of the State of Michigan or any other jurisdiction (all of which are hereby waived and released), the parties agree that all property acquired after the marriage between the parties shall be divided as follows:

a. Any property acquired in either party's individual capacity or name during the marriage, including any investment accounts and/or contributions to retirement plans (including but not limited to IRAs, 401(k) plans, 403bs, TSAs, SEP IRAs, IRA rollovers, and pension plans), shall remain the sole and separate property of the party named on the account or the party who acquired the property in his or her individual capacity or name.

b. Will will retain the marital home that he is now in the process of building and Capucine will release and/or waive any dower rights, homestead rights, or other rights or claims of any kind or nature under the present or future statutes, she has on said home.

c. Each person retains any furniture or other items that he or she brought into the marriage.

d. If an action for dissolution of the marriage is filed by either party before two (2) full years of marriage, neither party will have any claim against the other party's income, asset appreciation, interest, earnings or separate property, and in lieu thereof, Will shall pay and Capucine shall accept the following: Twenty-thousand (\$20,000) Dollars.

e. If an action for dissolution of the marriage is filed by either party after two (2) full years of marriage, all assets acquired after marriage by either party, other than the marital home referred to in Paragraph b above and assets acquired with income from separate property, will be deemed marital property and divided 50/50 between the parties. With respect to the marital home, any increase in the equity of the marital home from the point of the end of two full years of marriage to the time of divorce will be split 50/50 between the parties.

7. IMMUNIZATION OF PARTIES' ASSETS AND INCOME. The foregoing agreed-upon distribution of property in the event of a dissolution of the marriage is intended to immunize totally all of the parties' premarital and post-marital separately-owned properties and income, interest, dividends, appreciation, and distributions from all sources,

from any and all claims by either party of any interest therein by way of equitable distribution, alimony or otherwise. Further, during the marriage, each party shall have complete control of all of his or her premarital and post-marital separate properties as though he or she were still single, and each party agrees to execute all documents that may be required to accomplish the same.

8. AGREEMENT PROVIDES FOR LESS IN THE DISSOLUTION OF MARRIAGE. Capucine has ascertained and weighed all of the facts, conditions, and circumstances likely to influence her judgment herein (including, but not limited to, the financial information set forth in Exhibit A attached hereto and incorporated herein by reference), and she clearly understands and freely and voluntarily consents to all of the provisions hereof, fully recognizing that by the execution of this agreement she will be entitled to a very substantially lesser portion of Will's property or estate than if this Agreement were not executed.

9. ALIMONY IS FOREVER BARRED. Under no circumstances whatsoever, shall either party have to pay maintenance or spousal support or alimony of any nature or any kind, and spousal support or alimony is forever barred. The parties agree that neither will make any claim for spousal support or alimony.

10. SEVERABILITY. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, then such provision shall be deemed separate and severable from all other provisions of this Agreement. All remaining provisions of this Agreement shall continue in full force and effect.

11. TRANSFERS. Notwithstanding anything to the contrary herein contained, each party hereto may give, devise, or bequeath any of his or her property to the survivor and may make gifts or other conveyances to the other or to third parties at any time.

12. WHEN AGREEMENT TAKES EFFECT. The considerations for this Agreement are the mutual promises herein contained and the marriage about to be solemnized. This Agreement shall become effective upon its execution by the parties and the subsequent marriage of the parties.

13. CONVEYANCES. Each party shall, without compensation, join as grantor in any and all conveyances of property made by the other party or by his or her heirs, devisees, or personal representatives, thereby relinquishing all claim to the property so conveyed, including without limitation any dower or homestead rights. And further, each party shall, upon the other's request, take any and all steps to execute, acknowledge, and deliver to the other party any and all further instruments necessary or expedient to effectuate the purpose and intent of this Agreement.

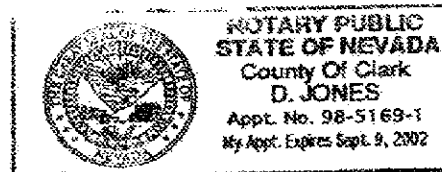
14. DISCLOSURE OF ASSETS AND INCOME. Each party acknowledges that the other party has advised him or her of the other party's means, resources, income, and the nature and extent of the other party's properties and holdings (including, but not limited to, the financial information set forth in Exhibit A and Exhibit B attached hereto and

(s) Cepucine H. Davis
Cepucine Yolanda Davis

STATE OF NEVADA)
Clark COUNTY) ss.

On this 2 day of July, 1999, before me personally appeared Wilbert Roy Holmes, and made oath that he has read the foregoing Antenuptial Agreement by him subscribed, consulted legal counsel with respect to the Agreement, understands the terms of the Agreement and signs the document of his own free will and accord.

15/ [Signature]
Notary Public, Clark County
My commission expires 9/9/2002



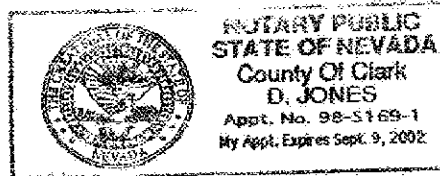
STATE OF NEVADA)
Clark COUNTY) ss.

On this 2 day of July, 1999, before me personally appeared Capucine Yolanda Davis, and made oath that she has read the foregoing Antenuptial Agreement by

her subscribed, consulted legal counsel with respect to the Agreement, understands the terms of the Agreement and signs the document of her own free will and accord.

/s/ D Jones
Notary Public, Clark County
My commission expires 9-9-2002

D:\75925.1
ID: CAP



FINANCIAL STATEMENT OF WILBERT ROY HOLMES

JUNE 28, 1999

ASSETS:

Cash and Savings:

Cash, Savings Accounts, CDs	6,000.00
---------------------------------------	----------

Money-Market Funds	8,700.00
------------------------------	----------

Taxable Investments. (excluding retirement accounts)

Stocks	1,600.00
------------------	----------

Stock and Bond Mutual Funds	99,800.00
---------------------------------------	-----------

Investment Real Estate	800,000.00
----------------------------------	------------

Cash value of life insurance	1,600.00
--	----------

Retirement Accounts Annuities	62,000.00
---	-----------

Home and Personal Property

Cars, recreational vehicles, art, collectibles, jewelry and furnishings	<u>35,000.00</u>
---	------------------

TOTAL ASSETS	958,900.00
-------------------------------	-------------------

LIABILITIES

Car loans/lease	-20,000.00
---------------------------	------------

Credit Card Balances	-2,000.00
--------------------------------	-----------

Installment Loans	-2,000.00
-----------------------------	-----------

TOTAL LIABILITIES	(24,000.00)
------------------------------------	--------------------

TOTAL NET ASSETS	934,900.00
-----------------------------------	-------------------

EXHIBIT B
FINANCIAL STATEMENT OF CAROLINE YOLANDA DAVIS

JUNE 28, 1999

ASSETS	
Savings	\$ 2,000.00
LIABILITIES	
Debt for Automobile	\$ 2,600.00

** TOTAL PAGE 10 **

Application for Michigan Vehicle Title

142P0930227

TRANSACTION TYPE TRANSFER TITLE ONLY		PLATE	PLATE EXPIRATION DATE		REG. FEE 0.00
YEAR 1997	MAKE FORD	MODEL	VEHICLE IDENTIFICATION NUMBER 1FALP4445VF202288		TITLE FEE 17.00
BODY STYLE CONVERTBL	FEE CAT/WEIGHT 000020	ODOMETER 065912 A	OWNER'S OR VER. LICENSE NUMBER D120108961184	FULL RIGHTS TO SURVIVOR N	TAX 0.00
OWNER'S NAME(S) AND ADDRESS CAPUCINE YOLANDA DAVIS 23480 GENEVA ST OAK PARK MI 48237					REG. TRANSFER 0.00
					TOTAL 17.00
					Co. Cd. 63

FIRST SECURED PARTY NONE	SECOND SECURED PARTY NONE
--	---

APPLICANT IDENTIFICATION	
<input type="checkbox"/> Owner	<input type="checkbox"/> Others
Name: _____	
I.D. presented: _____	
Reason for Duplicate Title: <input type="checkbox"/> Lost <input type="checkbox"/> Stolen <input type="checkbox"/> Misplaced	

LEGAL PAPERS		
TYPE OF DOCUMENT	COUNTY	STATE
COURT	FILE OR DOCKET	DATE EXAMINED
BRANCH OFFICE	EXAMINER (if any)	

CLAIM FOR TAX EXEMPTION	USE TAX RETURN	PURCHASE DATE:
REASON: MOTHER TO DAUGHTER	1. Purchase price or retail value, whichever is greater. 0.00	04/03/2003 SELLER'S NAME AND ADDRESS: CAPUCINE YOLANDA DAVIS & ROSETTA
I certify the tax exemption shown above is valid. Initial box: <div style="border: 1px solid black; width: 50px; height: 50px; display: inline-block; vertical-align: middle;"></div>	2. 6% Tax 0.00	
	3. Credit for tax paid to a reciprocal state (proof attached) 0.00	
	4. Tax Being Paid 0.00	
I certify I own this vehicle and all information on this application is correct to the best of my knowledge.		
New Owner's/Applicants' Signature X		<p style="text-align: center;">Contact a Secretary of State Branch office if you do not receive your new title within 60 days</p> <p style="text-align: center;">This form or your title must be presented to purchase or transfer plates.</p>
New Owner's/Applicants' Signature X		

Final determination of the correct tax liability will be made by the Michigan Department of Treasury. You may be required to document your tax return or prove you are entitled to the exemption claimed. If you cannot support your claim, minimum penalties include the added tax, a negligence penalty, plus interest from the date of filing this application. Additional penalties can be imposed including criminal prosecution or assessing up to 175% of the tax due.

EXEMPTION - TRANSFERS BETWEEN RELATIVES: An exemption from use tax is allowed when the new owner is the spouse, father, mother, brother, sister, child, stepparent, stepchild, stepbrother, stepsister, half brother, half sister, grandparent, grandchild, legal ward, or legally-appointed guardian of the previous owner. Documentation proving the relationship may be requested by the Michigan Department of Treasury.

VALIDATION:

04032003 J4 P093 142 0227 17.00 INST 142P0930227

AMOUNT RECEIVED	CHANGE

11L (5/89)

Terri Lynn Land, Secretary of State
Authority granted under Public Act 300 of 1949 as amended.

STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE

VIN NDBTK72F89T101489	YEAR 2009	MAKE MERZ	MODEL CLK550	VEHICLE BODY PCV	TITLE NUMBER NV005154552
DATE ISSUED 01/24/2012	ODOMETER MILES 15715	FUEL TYPE G	SALES TAX PD	EMPTY WT 3965	GROSS WT 5999
VEHICLE COLOR	ODOMETER BRAND			BRANDS	
ACTUAL MILES					

OWNER(S) NAME AND ADDRESS

HOLMES CAPUCINE YOLANDA
HOLMES WILBERT ROY
10550 PATRINGTON CT
LAS VEGAS NV 89183-4562

OR

LIENHOLDER NAME AND ADDRESS

MERCEDES-BENZ FIN SERV USA LLC
PO BOX 997542
SACRAMENTO CA 95899

LIENHOLDER RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:

SIGNATURE OF AUTHORIZED AGENT

DATE

PRINTED NAME OF AGENT AND COMPANY

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.
The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer

Nevada Driver's License Number or Identification Number

☐ AND
☐ OR

Printed Full Legal Name of Buyer

Nevada Driver's License Number or Identification Number

Address

City

State

Zip Code

I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

☐ NO
☐ TENTHS

The mileage stated is in excess of its mechanical limits.

The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.

Exempt - Model year over 5 years old.

ODOMETER READING

Signature of Seller(s)/Agent/Dealership

Printed Name of Seller(s)/Agent/Dealership

I am aware of the above odometer certification made by the seller/agent. ☐

Dealer's License Number

Date of Sale

Signature of Buyer

Printed Full Legal Name of Buyer

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

CONTROL NO.

3494677C

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

Name: CAPUCINE YOLANDA HOLMES
Address: 10550 PATRINGTON
City: LAS VEGAS
State: NV
County: CLARK
Zip: 89117
Bus Phone: (702) 270-4132
Res Phone: (702) 270-4132
Stock No: 1400SDX
Salesman: BABIN, E.
Date: 12/14/2011
Deal #6521

SECTION B: DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH-IN-LENDING ACT

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
60	436.61	Monthly beginning 01/29/2012
N/A	N/A	N/A
N/A	N/A	N/A

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate
2.99 %

FINANCE CHARGE The dollar amount the credit will cost you
\$ 1922.14

Amount Financed The amount of credit provided to you or on your behalf
\$ 24274.46

Total of Payments The amount you will have paid after you have made all payments as scheduled
\$ 26196.60

Total Sales Price The total cost of your purchase on credit, including your down payment of \$ 22500.00
\$ 48696.60

INSURANCE: Credit life insurance, credit disability insurance and debt cancellation (e) means an estimate coverage, which is also known as GAP coverage, are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Term	Signature(s)
Credit life	\$ N/A	N/A	I want credit life insurance <input checked="" type="checkbox"/> <u>Signature</u>
Joint credit life	\$ N/A	N/A	We want joint credit life insurance <input checked="" type="checkbox"/> <u>Signature</u>
Credit disability	\$ N/A	N/A	I want credit disability insurance <input checked="" type="checkbox"/> <u>Signature</u>
Credit life and disability	\$ N/A	N/A	I want credit life and disability insurance <input checked="" type="checkbox"/> <u>Signature</u>
Joint credit life and disability	\$ N/A	N/A	We want joint credit life and disability insurance <input checked="" type="checkbox"/> <u>Signature</u>
Debt cancellation coverage (GAP coverage)	\$ N/A	N/A	I want debt cancellation coverage (GAP Coverage) <input checked="" type="checkbox"/> <u>Signature</u>

You may obtain property insurance from anyone you want that is acceptable to the Creditor above. If you get the insurance from the Creditor you will pay \$ N/A and the term of the insurance will be N/A.

Security: You are giving a security interest in the goods or property being purchased.
☐ Other (Check if applicable) N/A

Filing fee \$ N/A Nonliving insurance \$ N/A

Late Charge: If a payment is more than 10 days late, you will be charged \$15 or 8 percent of the payment, whichever is less.

Prepayment: If you pay off early, you will not have to pay a penalty.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and penalties.

SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

This contract is made the 14th (day) of December (month) of 2011 (year), between you, the Buyer(s) shown above, and us, the Seller shown as Creditor above. Having been quoted a cash price and a credit price and having chosen to pay the credit price (shown as the Total Sales Price in Section B above), you agree to buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in this contract as "Collateral"):

New or Used USED Year and Make: 2009 MERCEDES-BENZ

Series CLASSA Body Style CV No. Cyl. 8

If truck, ton capacity N/A

Manufacturer's Serial Number WDBTK72F89T101489

Use for which purchased ☒ Personal ☐ Business ☐ Agriculture

INCLUDING:

- | | | |
|--|---|---|
| <input type="checkbox"/> Sun/Moon Roof | <input type="checkbox"/> Air Conditioning | <input type="checkbox"/> Automatic Transmission |
| <input type="checkbox"/> Power Steering | <input type="checkbox"/> Power Door Locks | <input type="checkbox"/> Power Seats |
| <input type="checkbox"/> Power Windows | <input type="checkbox"/> Tilt Wheel | <input type="checkbox"/> Vinyl Top |
| <input type="checkbox"/> Cassettes | <input type="checkbox"/> Cruise Control | <input type="checkbox"/> AM/FM Stereo |
| <input type="checkbox"/> Compact Disc Player | | |

Color Black Tires Black Lc No 0

You, severally and jointly, promise to pay us the Total of Payments (shown in Section B above) according to the Payment Schedule (also shown in Section B above), until paid in full, together with interest after maturity at the Annual Percentage Rate disclosed above.

To secure such payment, you grant to us a purchase money security interest under the Uniform Commercial Code in the Collateral and in all accessories to and proceeds of the Collateral insurance in which we or our assignee are named as beneficiary or loss payee, including any proceeds of such insurance or refunds of unearned premiums, or both, are assigned as additional security for this obligation and any other obligation created in connection with this sale. We, our successors and assigns, hereby waive any other security interest or mortgage which would otherwise secure your obligations under this contract except for the security interests and assignments granted by you in this contract.

Address where Collateral will be located:

Street 10550 PATRINGTON City LAS VEGAS

County NV State NV

Your address after receipt of possession of Collateral

Street 10550 PATRINGTON City LAS VEGAS

County NV State NV

NOTICE OF RESCISSION RIGHTS

If buyer signs here, the notice of rescission rights on the reverse side is applicable to this contract.

Buyer's Signature X [Signature]

Co-Buyer's Signature X [Signature]

STATE DISCLOSURE REQUIREMENTS: The provisions of Section B and Section C above are incorporated into this agreement for purposes of state disclosure requirements.

Additional Terms and Conditions: The additional terms and conditions set forth on the reverse side hereof and a part of this contract and are incorporated herein by reference.

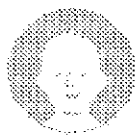
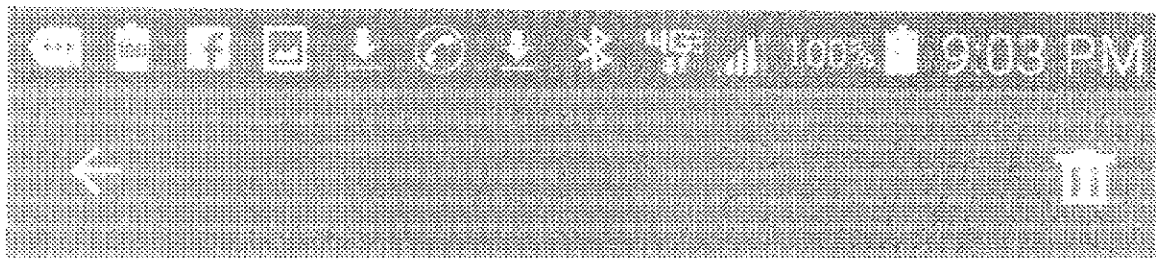
OPTION: You pay no Finance Charge if the Total Amount Financed, Item No. 12, Section D, is paid in full on or before the N/A (day) of _____ (month) of _____ (year).

SELLER'S INITIALS: _____

SECTION C: ITEMIZATION OF AMOUNT FINANCED

1 Vehicle Selling Price	\$ 38995.00
Plus Documentary Fees	\$ 495.00
Plus: Emission Inspection Fee	\$ N/A
Plus Other (N/A)	\$ N/A
Plus Other (DEPOSIT)	\$ 525.00
Taxable Selling Price	\$ 40015.00
2 Total Sales Tax	\$ 3241.21
3 Amounts Paid to Public Officials	
a Telling Fee	\$ 28.25
b Registration Fee	\$ N/A
c Other (N/A)	\$ N/A
TOTAL OFFICIAL FEES (Add 3a through 3c)	\$ 28.25
4 Plus Other Charges	
a Extended Service Contract	\$ 2595.00
b Driveway Permit	\$ N/A
c Other (TIT)	\$ 895.00
d Other (N/A)	\$ N/A
TOTAL OTHER CHARGES (Add 4a through 4d)	\$ 3490.00
5 Total Cash Sales Price (Add 1 through 4)	\$ 46774.46
6 Gross Trade-in Allowance	\$ N/A
Net Trade-in Allowance	\$ 0.00
7 Down Payment (Other Than Net Trade-in Allowance)	
a Trade-in Sales Tax Credit	\$ N/A
b Cash	\$ 22500.00
c Manufacturer's Rebate	\$ N/A
d Other (N/A)	\$ N/A
Down Payment (Add 7a through 7d)	\$ 22500.00
8 TOTAL DOWN PAYMENT AND NET TRADE-IN ALLOWANCE (Add 6 and 7)	\$ 22500.00
9 UNPAID BALANCE OF CASH SALES PRICE (Subtract 8 from 5)	\$ 24274.46
10 Plus Optional Insurance Charges*	
a Credit Life Insurance Premium	\$ N/A
b Credit Disability Insurance Premium	\$ N/A
c Debt Cancellation Coverage (GAP Coverage)	\$ N/A
d Other Insurance	\$ N/A
11 Other Amounts Financed	
a N/A	\$ N/A
b N/A	\$ N/A
12 TOTAL AMOUNT FINANCED (Add 9, 10 and 11)	\$ 24274.46

*Seller may retain or resell a portion of this amount.



wholmes711



To: Me

11/02/2015 8:35 PM

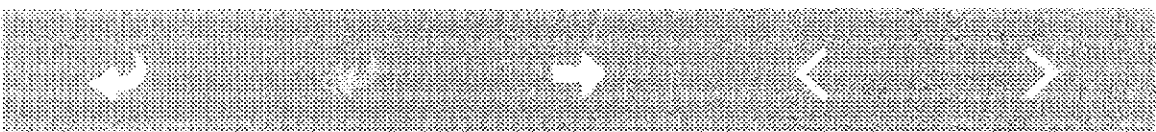


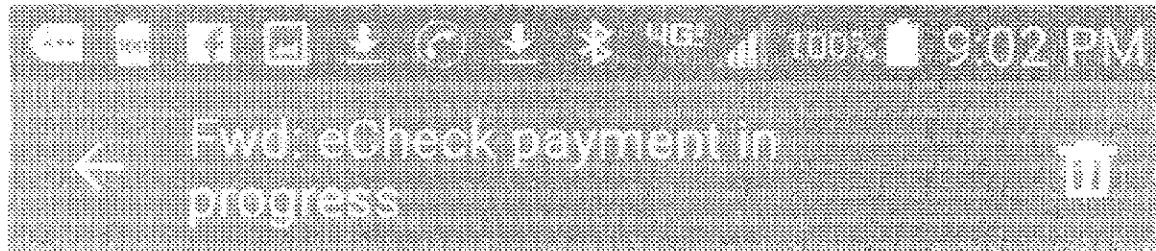
As you can see I have started to confirm
Rentals again. Getting a lot in inquiries.

I have confirmed 4 already Christmas.

Call me please I will listen for the house
phone....we/you can make legit money right
away. Let's do this together.

Sent from my Verizon Wireless 4G LTE
smartphone





----- Original message -----

From: siddharth prajapati via PayPal

<member@paypal.com>

Date: 11/02/2015 4:42 PM (GMT-08:00)

To: WILBERT HOLMES

<WHOLMES711@AOL.COM>

Subject: eCheck payment in progress



Funds Are on the Way!

Hello WILBERT HOLMES,

You have just been sent a payment by eCheck. You will receive the money in about 3-5 business days (estimated 11/5/2015 - 11/9/2015). We recommend that you wait until the money arrives before shipping items. We'll email you when this eCheck payment has been deposited into your account.

eCheck details

Amount: \$700.00 USD
Transaction ID: 0MM96417A5186462V

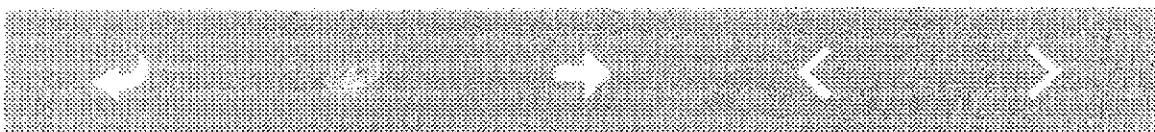
Payment details

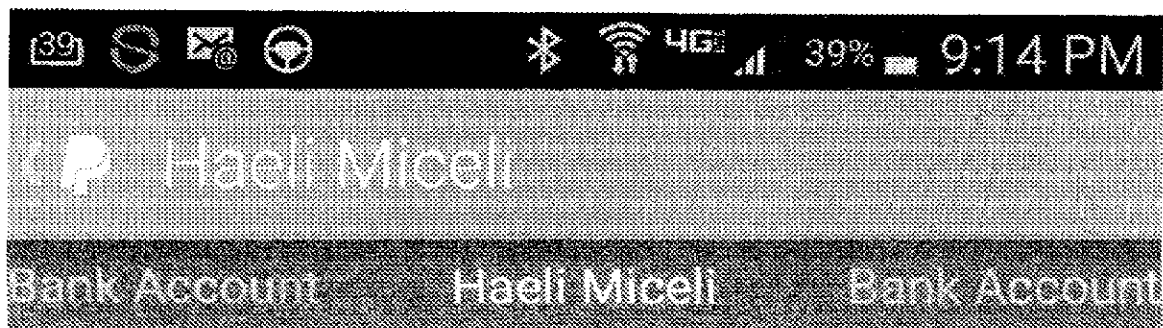
Buyer: siddharth prajapati
Subject: Vegas Rental Property Deposit for Nov-13th - 15th, 2015

Sincerely,
PayPal

PROTECT YOUR PASSWORD

NEVER give your password to anyone, including PayPal employees. Protect yourself against fraudulent websites by opening a new web browser (e.g. Internet Explorer or Firefox) and typing in the PayPal URL every time you log in to your account.





Activity Details

Date September 21, 2015 9:01:57 PM

Status Completed

Amount + \$2,427.20

Type Received Payment

Transaction ID 0B556516GD621742P

Message: For vrbo 4011314 Nov 26th-29th



10:07 PM



san rafael b...



TO: SAN RAFAEL COMMUNITY HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS

I Wilbert R. Holmes and wife Capagne Y. Holmes are 16 year original homeowners in the San Rafael community.

I am responding to the current matter of receiving the punitive, "alleged" violation letters and fines imposed by the San Rafael BOD. I have responded previously to the same matter. Please see the **attachment A**, letter. I did not receive a reply or acknowledgment of my letter from the BOD. I spoke with Ms. Terri Acedilla, community manager of FIRST SERVICE thereafter. She stated they/you "never got it." I sent her a copy of the letter and verification it had been sent by email, as requested.

I am responding again and firmly disputing these allegations of violations and fines that have been imposed against our property.

I am listing my responses below:

The first violation letter I received is dated June 16, 2015, see the **attachment B**, letter.

My reply/dispute is, none of these sightings occurred. I have yet to receive detail proof that shows what occurred, for me to warrant receiving these letters containing "causing a disturbance to your neighbors". Please see def. Residential use, **attachment C**.

I must interject here that recently within the last year we have obtained new residents next door to us (I refrain from saying "NEIGHBORS") They have saw fit to do a lot of UN-neighborly actions within the one year of their residence:

Entering my property, house and yard uninvited, trespassing.

Asking personal questions to handicapped members of my family of our intentions to sell our property.

Spreading lies and false information to long time "real neighbors" concerning my family and our private personal affairs.

These are just a few problem issues the new residents have caused.

It is quite obvious to me that these residents have their own bigoted issue/problem associating with **people of color**. Please see the info concerning myself in my first letter **attachment A** to the BOD.

Question I have for the BOD: Are these punitive actions that can be ruled upon by the BOD?

The most current letter I received dated October 8, 2015, see **attachment D**, contains the following:

Violation Type: Health Safety Welfare - Business Activity Comments: Article VIII, Section 2 (dd) of the CC&Rs - It was again reported that a business activity is continuing to be conducted at the property, this is causing a significant disturbance to your neighbors with the police having been called in. Please

correct this matter by ceasing all business activity.

My dispute with this is, once again, there is no verifiable proof that:

"a business activity is continuing to be conducted at the property, this is causing a significant disturbance to your neighbors with the police having been called in".

Although the "new resident" residing next door to us did in fact submit a **unjustified frivolous complaint** to the Clark County Government, **attachment E**.



san rafeal b...



correct this matter by ceasing all business activity

My dispute with this is, once again, there is no variable proof that:

"a business activity is continuing to be conducted at the property, this is causing a significant disturbance to your neighbors with the police having been called in".

Although the "new resident" residing next door to me did in fact submit a **unjustified frivolous complaint** to the Clark County Government, **attachment E**:

Issue Category: Residential Nuisance Issue Type: Daily, Weekly, Monthly rentals Nature of Violation: The homeowner has the house listed on VRBO.com which shows it rented for Friday and Saturday nights' The guests are arriving from California and unpacking their cars now, at 4PM. See the ad at: www.Vrbo.com/3945317

This demeaning false ridiculous complaint, as I define it, is saying that I **don't** have the right to have **guests arriving from California and unpacking their cars, at 4PM.**

Also I am breaking the law by **advertising** (what is freedom of advertising?)

the ad at: www.Vrbo.com/3945317

Upon my detail review and the defining of the laws and ordinances and codes within Clark County NV, I find that **Vacation Home Rentals are allowed**. Of course one would have to operate within the rules and regulations.

The **Clark County Public Response Office Code Enforcement** 2911 E. Sunset Road Las Vegas NV 89129-2707, required that I submit a **REHABILITATION PLAN** that contained the Rental Agreement I planned on using for my **proposed Vacation Home Rentals**. Of which I did. The **REHABILITATION PLAN** is **approved** by Code Enforcement, see **attachment F**.

I also did the same detail review of our **SAN RAFAEL** laws and ordinances and codes including **ARTICLE VIII business activity** and **Rental Property Rules/Restrictions** edition of September 12, 2004, see **attachment G and H**.

From these documents it is clear that Home Rentals are allowed within the San Rafael Community

I know from your punitive letters and fines imposed, I have been **unjustly persecuted**, **that is not acceptable**.

I have communicated with other state authorities on this matter. I am prepared to submit a grievance and complaint to the **STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY REAL ESTATE DIVISION** also other legal authorities both private and public.

I am Hereby, respectfully requesting that this matter be resolved at our immediate communicated level.

I also request that all the fines against my property be canceled, omitted with a letter from the HOA



10:07 PM



san rafeal b...



3

I have communicated with other state authorities on this matter. I am prepared to submit a grievance and complaint to the STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY REAL ESTATE DIVISION also other legal authorities both private and public.

I am Hereby, respectfully requesting that this matter be resolved at our immediate communicated level

I also request that all the fines against my property be canceled, omitted with a letter from the HOA admitting this matter was all done in error. Also remuneration for losses in home business activity due to the false illegal allegations and complaints submitted. ~~amount of \$20,000.00~~

Your immediate response and acknowledgment and resolve to this this serious matter is appreciated and expected

Most Sincerely,
San Rafael Residents and Neighbor

Wilbert R. Holmes
Capucine Y. Holmes

NOTE: my new resident next door and complainant is

Mr. Grey Gatlin, your current treasurer on the BOD

A definite conflict of interest person in reviewing ~~anything~~ to do with Wilbert R. Holmes
Capucine Y. Holmes

LEGAL AID CENTER
of Southern Nevada

December 24, 2015

Wilbert Roy Holmes
2675 Agate #247
Las Vegas, NV 89183

RE: Your Pro Bono Application

Dear Mr. Holmes:

This letter is to inform you your case has been accepted into our pro bono program. We now will begin the process of finding a volunteer attorney to handle your case. This process often takes between 30 and 90 days. Once your case has been placed with an attorney, we will notify you and provide you with the name and telephone number of the attorney who has agreed to take your case. It will then be your responsibility to contact the pro bono attorney to schedule your first appointment. If we are unable to place your case within 90 days, we will notify you and we may need to close your case.

If you informed us you have a court action pending, we have notified the court that you are on our waiting list and a copy of the letter that was sent to the court is attached. However, although we will make every effort, we cannot guarantee your case will be placed with an attorney in time for any scheduled court dates. It is your responsibility to appear at and to be appropriately prepared for all court appearances. Take a copy of the attached letter with you and show the judge. (The judge's copy might be at the bottom of the court file.)

If you change your telephone number or address before your case is placed, please notify this office immediately. If we are unable to contact you, we will be forced to close your case and we will not be able to assist you with your legal problem. Additionally, you must notify us of any developments in your case and provide us with copies of any new documents in your case, as we cannot place your case with a volunteer without complete information. Furthermore, if for some reason you decide you do not need our assistance, please let us know immediately so we can spend our time helping others who still need our services.

Finally, if you are the victim of a crime, you may qualify for financial assistance for certain expenses you have incurred (such as medical expenses, lost wages, or dental bills, etc.) To determine if you qualify for this assistance, please call the Nevada Victims of Crime Program at: [702] 486-2740.

Wilbert Roy Holmes
December 24, 2015
Page 2

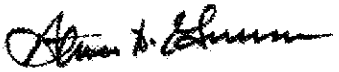
We thank you for your patience.

Sincerely,

A handwritten signature in dark ink, appearing to read 'MLK', with a long, sweeping horizontal line extending to the right.

Melanie L. Kushnir, Esq.
Pro Bono Project Director

MLK:swb


CLERK OF THE COURT

MOT
RACHEL M. JACOBSON, ESQ
Nevada Bar No. 7827
JACOBSON LAW OFFICE, LTD
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
PH: 702/601-0770
FAX: 702/990-6445

DISTRICT COURT
CLARK COUNTY, NEVADA

CAPUCINE YOLANDA HOLMES,

PLAINTIFF,

vs.

WILBERT ROY HOLMES,

DEFENDANT.

Case No. D-15-523582-D

Dept. No. J

Date of Hearing: 5/17/16

Time of Hearing: 10:00 A.M.

MOTION TO WITHDRAW AS ATTORNEY OF RECORD FOR DEFENDANT

NOTICE: PURSUANT TO EDCR 5.25(b) YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE.

COMES NOW, RACHEL M. JACOBSON, ESQ., of the law office of JACOBSON LAW LTD., attorney of record for Defendant, WILBERT ROY HOLMES, and moves this Court for an order allowing her to withdraw from further representation of Defendant in this matter.

...

...

...

...

...

JACOBSON LAW OFFICE, LTD.
64 NORTH PECOS ROAD, SUITE 200
HENDERSON, NEVADA 89074
TELEPHONE (702) 681-0770

1 This Motion is based upon the Points and Authorities attached hereto, the Declaration of
2 Rachel M. Jacobson, Esq., attached hereto, the pleading and papers on file herewith, and such
3 argument as may be made by counsel at the time of the hearing of this matter.

4 DATED this 14th day of April, 2016.

5 Respectfully submitted by,
6 JACOBSON LAW OFFICE, LTD.

7 

8 RACHEL M. JACOBSON, ESQ.
9 Nevada Bar No. 007827
10 64 North Pecos Road, Suite 200
11 Henderson, Nevada 89074
12 PH: 702/601-0770

13 NOTICE OF MOTION

14 TO: Wilbert Roy Holmes, *Defendant*;
15 Capucine Yolanda Holmes, *Plaintiff*; and
16 Marsha Kimble-Simms, Esq., *Attorney for Plaintiff*.

17 PLEASE TAKE NOTICE that the undersigned will bring the foregoing MOTION TO
18 WITHDRAW AS ATTORNEY OF RECORD FOR DEFENDANT on for hearing before the
19 above-entitled Court on the 17th day of May, 2016 at the hour of 10:00 Am. or as
soon thereafter as counsel may be heard.

20 Dated this 14th day of April, 2016.

21 Respectfully submitted by,
22 JACOBSON LAW OFFICE, LTD.

23 

24 RACHEL M. JACOBSON, ESQ.
25 Nevada Bar No. 007827
26 64 North Pecos Road, Suite 200
27 Henderson, Nevada 89074
28 PH: 702/601-0770

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 RELEVANT FACTS

4 Attorney, RACHEL M. JACOBSON, ESQ., hereby submits this request to withdraw as
5 attorney of record for Defendant, WILBERT ROY HOLMES, due to an impasse in representation
6 and communication between the Defendant and the undersigned and the office of the undersigned
7 rendering this matter unreasonably difficult.
8

9 II.

10 ARGUMENT

11 Nevada Supreme Court Rule 166(2) provides that a lawyer may withdraw from
12 representing a client "if withdrawal can be accomplished without material adverse effect on the
13 interests of the client." Rule 166(2) also allows a lawyer to withdraw if: (a) the client persists in a
14 course of action involving the lawyer's services that the lawyer reasonably believes is criminal or
15 fraudulent; (b) the client has used the lawyer's services to perpetrate a crime or fraud; (c) a client
16 insists upon pursuing an objective that the lawyer considers repugnant or imprudent; (d) the client
17 fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has
18 been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled; (e)
19 the representation will result in an unreasonable financial burden on the lawyer or has been
20 rendered unreasonably difficult by the client; or (f) other good cause for withdrawal exists.
21

22 E.D.C.R. 7.40(B)(2)(i) provides that when no attorney has been retained to replace the
23 attorney withdrawing, the Court may nonetheless grant a written motion to withdraw. The Rule
24 further provides that if the application to withdraw is made by the attorney, the attorney must
25 include in an affidavit the address, or last known address, at which the client may be served with
26 notice of further proceedings taken in the case in the event the application for withdrawal is
27
28

JACOBSON LAW OFFICE, LTD.
64 NORTH PECOS ROAD, SUITE 200
HENDERSON, NEVADA 89074
TELEPHONE (702) 601-0770

1 granted. The attorney must also serve a copy of the application upon the client and all other
2 parties to the action or their attorneys.

3 Attached hereto is the Declaration of RACHEL M. JACOBSON, Esq., in compliance
4 therewith.

5
6 III.

7 CONCLUSION

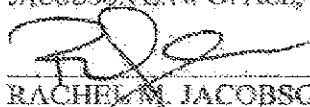
8 Based on the foregoing, the undersigned hereby submits her request to withdraw as
9 attorney of record for Defendant, WILBERT ROY HOLMES, as Mr. Holmes has failed to
10 communicate with his counsel.

11 The last known address and contact information for Mr. Holmes are as follows:

12 Mr. Wilbert Roy Holmes
13 10550 Patrington Court
14 Las Vegas, Nevada 89183
15 Cell Phone: (702) 281-5752
Email address: wholmes711@yahoo.com

16 Dated this 4 day of April, 2016.

17 Respectfully submitted by,
18 JACOBSON LAW OFFICE, LTD.

19 
20 RACHEL M. JACOBSON, ESQ.
21 Nevada Bar No. 007827
22 64 North Pecos Road, Suite 200
23 Henderson, Nevada 89074
24 PHE: 702/601-0770
25 FAX: 702/990-6445
26
27
28

DISTRICT COURT
CLARK COUNTY, NEVADA

Capucine Yolanda Holmes,

Plaintiff,

v.

Wilbert Roy Holmes,

Defendant.

CASE NO.: D-15-523582-D

DEPT NO.: J

FAMILY COURT
MOTION/OPPOSITION FEE
INFORMATION SHEET
(NRS 19.0312)

Party Filing Motion/Opposition : ☐ Plaintiff/Petitioner ☒ Defendant/Respondent

Motion to Withdraw as Attorney for Defendant

Motions and
Oppositions to Motions
filed after entry of a final
order pursuant to NRSS
125, 125B or 125C are
subject to the Re-open
filing fee of \$25.00,
unless specifically
excluded (NRS 19.0312)

NOTICE:

If it is determined that a motion or
opposition is filed without payment
of the appropriate fee, the matter
may be taken off the Court's
calendar or may remain undecided
until payment is made.

Mark correct answer with an "X"


1. No final Decree or Custody Order has been
entered. ☒ YES ☐ NO
2. This document is filed solely to adjust the amount of
support for a child. No other request is made.
☐ YES ☒ NO
3. This Motion is made for reconsideration or a new
trial and is filed within 10 days of the Judge's Order
if YES, provide file date of Order: 9/18/14
☐ YES ☒ NO

If you answered YES to any of the questions above,
you are not subject to the \$25 fee.

Motion/Opposition ☐ IS ☒ IS NOT subject to \$25 filing fee

Dated this 14th of August, 2016.

Carol Beitler
Printed Name of Preparer


Signature of Preparer



The more times the cycle is completed the less time it takes to complete.

The "Honeymoon"

Abusers act differently after violent episodes. Some ignore or deny the violence. Some blame their "anger" on something you said or did. Some fear losing you and act genuinely sorry. This phase is often called the "honeymoon". The abuser will try to make up for his violence. He may act sorry, send cards and flowers, buy presents, help around the house, spend time with his kids, go to church, get counseling, or make promises. The abuser may seek pity. It's important to realize that this phase is an attempt to draw you back into the relationship. This phase is never a real "honeymoon".

Tension

This feels like walking on eggshells. Nothing is right. There is no way to predict what the abuser wants.

While there may not be physical violence (or at least physical violence is minimal), there is emotional abuse, intimidation and threats. Fear of violence is often as coercive as violence itself.

As the cycle is repeated, the violence usually increases in frequency and severity.

Violence

This is the actual violent episode. It includes physical, emotional or sexual abuse. A crime is committed.

The Cycle of Violence

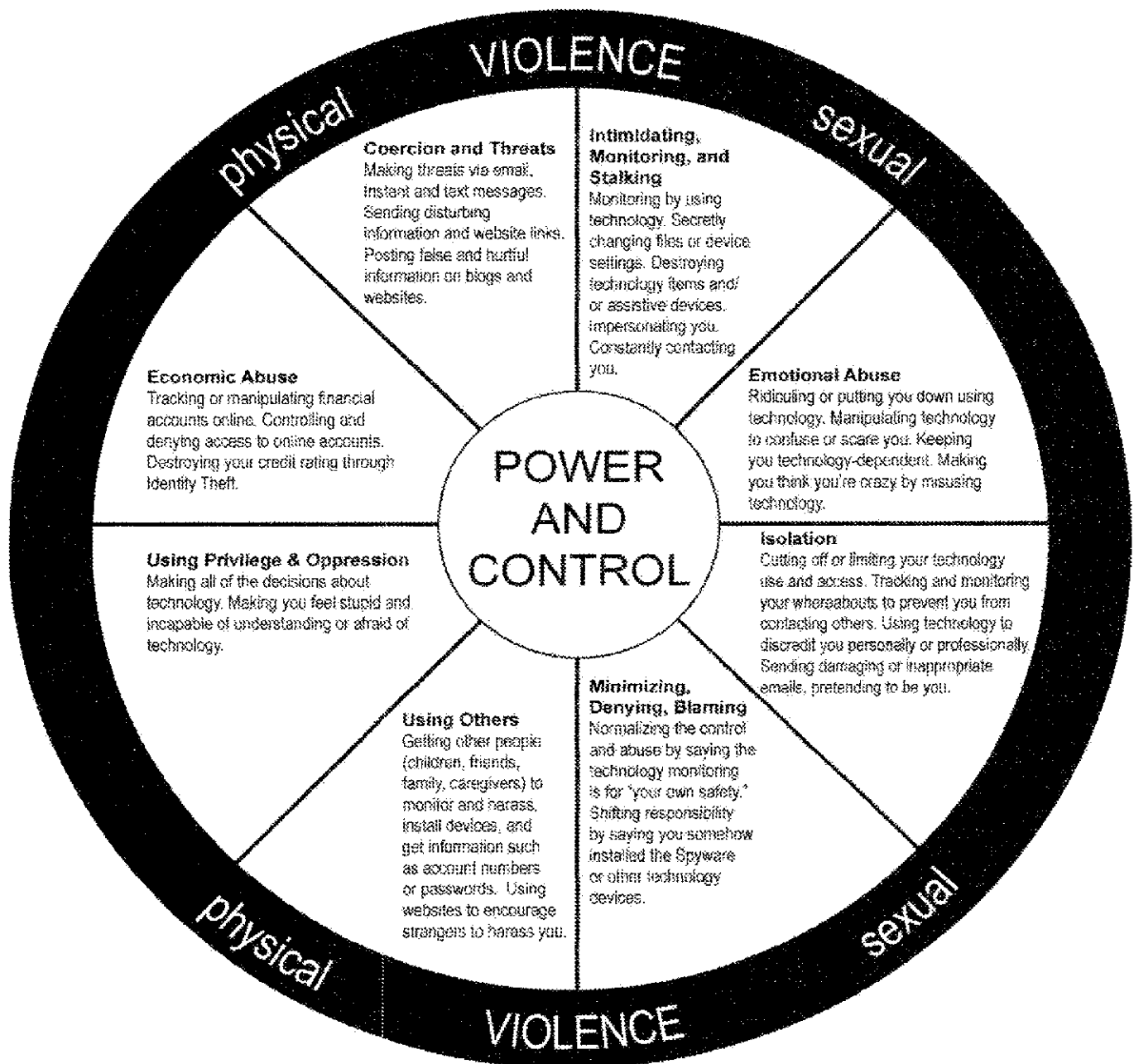


The Alabama Coalition Against Domestic Violence, P.O. Box 4762, Montgomery, AL 36101

Cycle of violence concept developed by Dr. Lenore Walker in the early 1970s

Power & Control Wheel: On Technology & Abuse

This diagram illustrates some ways that abusers can misuse technology within the context of sexual assault, domestic violence, and stalking. Technologies abusers misuse include, but are not limited to, cordless phones, radio scanners, and baby monitors; emails, text messaging, and instant messaging; computers and software applications; the Internet and websites; spyware or other computer monitoring tools; TTY (text telephones), relay services, and other assistive devices; GPS and other location tracking services; cell phones and other handheld computer phones; cameras and other recording equipment; fax machines; and a variety of other surveillance equipment.



ORDR
204722

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA


CLERK OF THE COURT

Case No. T16169488T

Dept No. TPO/I

CAPUCINE YOLANDA HOLMES

Applicant,

vs.

WILBERT ROY HOLMES

Adverse Party,

TEMPORARY ORDER
FOR PROTECTION AGAINST
DOMESTIC VIOLENCE

Date Issued: 02/10/16

Date Expires: 03/07/16

VIOLATION OF THIS ORDER IS A CRIME

YOU, THE ADVERSE PARTY, ARE NOTIFIED THAT YOU CAN BE ARRESTED even if the person who obtained this Order invites or allows you to contact them. You have the sole responsibility to avoid or refrain from violating the terms of this Order. Only the Court can change this Order upon written application.

YOU ARE FURTHER NOTIFIED THAT IF YOU ARE ARRESTED FOR VIOLATING THIS ORDER you will not be admitted to bail sooner than 12 hours after your arrest if: (1) the arresting officer determines that the violation is accompanied by a direct or indirect threat of harm; or (2) you have previously violated a temporary or extended order for protection of the type for which you have been arrested; or (3) at the time of the violation or within 2 hours after the violation, you have: (a) a concentration of alcohol of 0.08 or more in your blood or breath; or (b) an amount of a prohibited substance in your blood or urine that is equal to or greater than the amount set forth in subsection 3 of NRS 484.379.

YOU ARE FURTHER NOTIFIED that child stealing/kidnapping is a felony.

THIS ORDER is valid and enforceable throughout the State of Nevada. This Order meets all Full Faith and Credit provisions of the Violence Against Women Act, and is enforceable in all 50 states, the District of Columbia, U.S. Territories and Indian Nations. All other courts and law enforcement agencies with jurisdiction within the United States and all Indian Nations shall give full faith and credit to this Order pursuant to 18 U.S.C. Sec. 2265.

An application and affidavit having been filed in this Court by the above-named Applicant requesting that a Temporary Order for Protection against Domestic Violence be issued by this Court against **YOU**, the above-named Adverse Party, or the Court having received specific facts by telephone/facsimile pursuant to NRS 33.020(5), and the Court having jurisdiction over the parties and the matter pursuant to NRS 33.010, *et seq.*, and it appearing to the satisfaction of the Court from specific facts shown by a verified application that an act of domestic violence has occurred, there exists a threat of domestic violence, and/or you represent a credible threat to the physical safety of the Applicant or minor child(ren) and good cause appearing for issuing such Order without hearing, **YOU ARE HEREBY ORDERED** as follows:

1 **YOU ARE PROHIBITED**, either directly or through an agent, from threatening, physically
2 injuring or harassing the Applicant and/or minor child(ren). **YOU ARE FURTHER**
3 **PROHIBITED** from selling, damaging, destroying, giving away, or otherwise disposing of, or
tampering with, any property owned by the Applicant, or in which Applicant has an interest;

4 **YOU ARE PROHIBITED** from any contact whatsoever with the Applicant, including but not limited to, in person,
5 by telephone, through the mail, through electronic mail (e-mail), or through another person;

6 1. X **YOU ARE EXCLUDED AND ORDERED** to stay at least 100 yards away from Applicant's
7 residence located in CLARK COUNTY, NEVADA, ☒ CONFIDENTIAL, at , or any other place that Applicant
8 may reside. **YOU** shall not interfere with Applicant's possession and use of residence, including utilities,
9 phones, leases and other related residential services;

10 2. N/A A law enforcement officer, within whose jurisdiction Applicant/Adverse Party's residence is
11 located, shall on **ONE OCCASION ONLY** accompany Applicant/Adverse Party's to Applicant/Adverse Party's
12 residence located at NOT APPLICABLE and shall stand by while Not Applicable obtains clothing,
13 toiletries and the following additional items: NOT APPLICABLE.

14 **(ANY PROPERTY NOT LISTED ABOVE IN DISPUTE SHALL REMAIN IN THE RESIDENCE UNLESS IT IS**
15 **SPECIFICALLY IDENTIFIED IN THIS ORDER)**

16 3. N/A The Court, having jurisdiction under and meeting the requirements of Chapter 125A of the
17 Nevada Revised Statutes (UCCJA), grants to Applicant temporary custody of the following minor child(ren) of the
18 parties: NOT APPLICABLE; **YOU ARE PROHIBITED** from interfering with Applicant's custody of
19 the minor child(ren) named in this paragraph. It is in the best interest of the child(ren) that no negative, insulting, or
disparaging comments be made by one party against the other party in the presence of the minor child(ren);

20 4. N/A Custody, visitation, and support of the minor child(ren) of the parties shall remain as ordered in
21 the Decree of Divorce/Order entered between the parties in Case Number NOT APPLICABLE in the NOT
22 APPLICABLE Judicial District Court of the State of Nevada;

23 5. N/A **YOU ARE EXCLUDED AND ORDERED** to stay at least 100 yards away from the minor
24 child(ren)'s school, or day care, including, but not limited to the places listed below: located in CLARK COUNTY,
25 NEVADA ☐ CONFIDENTIAL, or at.

1
2 6. X **YOU ARE EXCLUDED AND ORDERED** to stay at least 100 yards away from these place(s) of
3 employment or any other place that Applicant may be employed. **YOU ARE PROHIBITED** from any contact
4 whatsoever with Applicant's place of employment, in person, by telephone, by mail, or any other means of
5 communication, located in CLARK COUNTY, NEVADA. ☒ CONFIDENTIAL, at .

6 7. X **YOU ARE EXCLUDED AND ORDERED** to stay at least 100 yards away from the following
7 places, frequented regularly by Applicant and/or minor child(ren) located in CLARK COUNTY, NEVADA. SECOND
8 BAPTIST CHURCH WILLIAM PEARON COMMUNITY CENTER BLUE MARTINI SILVERTON HOTEL/CASINO .
9 ☐ CONFIDENTIAL, at ☒ 500 MADISON AVENUE, LAS VEGAS 1625 WEST CAREY AVENUE, NORTH LAS
10 VEGAS 6593 SOUTH LAS VEGAS BLVD, LAS VEGAS 3333 BLUE DIAMOND ROAD, LAS VEGAS.

11 8. X The following provisions and exceptions are made a part of the order:
12 HEARING TO EXTEND TPO - MARCH 7, 2016 AT 2:00 PM.

13 **THIS ORDER WILL REMAIN IN EFFECT UNTIL 11:59 P.M. ON THE DATE SET FORTH ON PAGE 1**
14 **UNLESS THE JUDGE ORDERS OTHERWISE.** If an Application for an Extended Order is filed, this Temporary
15 Order will remain in effect until the hearing on an extended order is held.

16 If you wish to dispute the order or have it changed, you may request a hearing by filing a written request with
17 this Court. Court staff will give you information about how to file your request. The Court will set a hearing on your
18 request as quickly as possible.

19 **IT IS FURTHER ORDERED** that a copy of this Order shall be transmitted forthwith together with the verified
20 Application and supporting Affidavit, to the Clark County Sheriff's Civil Bureau, who will promptly attempt to serve
21 the same upon the Adverse Party, and upon service, file a Return of Service form with the Court by the end of the
22 next business day after service is made.
23
24
25

1
2 **ORDER TO LAW ENFORCEMENT**

3 (A) Any law enforcement officer who has probable cause to believe a violation of any provision of this Order
4 has occurred is ordered to arrest the Adverse Party. Such party is to be charged with a criminal violation of this
5 Order, in addition to any other criminal charges which may be justified.

6 (B) If such law enforcement officer cannot verify that the Adverse Party was served with a copy of the
7 Application and Order, the officer shall inform the Adverse Party of the following: (1) the specific terms of this
8 Order; (2) that the Adverse Party now has notice of the provisions of this Order; (3) that a violation of this Order will
9 result in the Adverse Party's arrest; (4) the location of the Court that issued the original Order and the hours during
10 which the Adverse Party can obtain a copy of the Order; and (5) the date and time set for a hearing on an
11 Application for an Extended order, if any. The law enforcement officer shall then provide written proof of notice to
12 the officer's agency and to the court.

13 (C) It shall be the duty of the law enforcement officer serving this Order to remove the Adverse Party from
14 Applicant's residence as set forth in paragraph 1.

15 **All fees are deferred.**

16 **IT IS ORDERED, ADJUDGED AND DECREED that the herein Temporary Protection Order Findings and**
17 **Recommendations are hereby approved. These Orders are effective immediately.**

18 **DATED: February 10, 2016**

19 

20 _____
21 **District Court Judge**
22 **(For Assigned Judge)**
23
24
25

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

PURSUANT TO THE VIOLENCE AGAINST WOMEN ACT, 18 U.S.C. §2265, THE TEMPORARY ORDER FOR PROTECTION OF THE COURT SHALL BE GIVEN FULL FAITH AND CREDIT IN ANY OTHER STATE OR TRIBAL LAND AND SHALL BE ENFORCED AS IF IT WERE AN ORDER ISSUED IN THAT STATE OR TRIBAL LAND.

IF YOU TRAVEL ACROSS STATE OR FEDERAL LAND LINES WITH THE INTENT TO VIOLATE THE TEMPORARY ORDER FOR PROTECTION AND SUBSEQUENTLY VIOLATE SUCH ORDER, YOU MAY BE CONVICTED OF COMMITTING A FEDERAL OFFENSE UNDER THE VAWA, 18 U.S.C. §2262(a)(1). YOU MAY ALSO BE CONVICTED OF COMMITTING A FEDERAL OFFENSE IF YOU CAUSE THE APPLICANT TO CROSS STATE OR TRIBAL LAND LINES FOR THIS PURPOSE. 18 U.S.C. §2262(a)(2).


CLERK OF THE COURT

1 APPO

2 DISTRICT COURT,
3 FAMILY DIVISION,
4 CLARK COUNTY, NEVADA

5 Capucine Yolanda Holmes

6 Applicant,

Case No. r-16-169488-T

7 vs.

Dept: J

8 Wilbert Roy Holmes

9 Adverse Party.

10 APPLICATION FOR A TEMPORARY AND/OR EXTENDED ORDER FOR PROTECTION
11 AGAINST DOMESTIC VIOLENCE

12 Please write or print clearly. Use black or dark blue ink. Complete this Application to the best of your
13 knowledge.

14 Applicant states the following facts under penalty of perjury:

- 15 1. Applicant's Date of Birth: 3/10/1968 Adverse Party's Date of Birth: 11/21/46
16 Relationship: I am the wife
17 (for example, wife, ex-husband, girlfriend, father, sister, etc.) of the Adverse Party.
18 A. Length of relationship: 16 yrs
19 B. Have you ever lived together? Yes ☒ No ☐ If so, how long? _____
20 C. Are you living together now? Yes ☐ No ☒
21 D. Date of Separation: 10/16/15
22 E. We have child(ren) TOGETHER: Yes ☐ No ☒ If yes, where and with whom are these
23 child(ren) living? _____

- 24 2. My address is: ☒ **CONFIDENTIAL**. (If confidential, do not write address here)

25 If address is not confidential, write below:

Address _____

City _____ County _____ State _____ Zip Code _____

I ☐ own ☐ rent this residence. Lease/title is held in all the following name(s):

How long have you been living in this residence? 3 months

- 3 Adverse Party's address is:

Address 10550 Patrington Ct.

City Las Vegas County Clark State NV Zip Code 89183

How long has the Adverse Party been living in this residence? 16 years

-1-

T: NO CODE APP012109

4 My place of employment is ☒ **CONFIDENTIAL**. (if confidential, do not write address here)
If not confidential, state place of employment.

Name of employer _____

Address: _____

City _____ County _____ State _____

5. Adverse Party's employer is _____ Self-Employed

Address: _____

City _____ County _____ State _____ Zip Code _____

6. (a) The name(s) and date(s) of birth of the minor child(ren) of whom I am the parent, appointed guardian, or who live in my home, are as follows:

NAME (first and last)	DATE OF BIRTH	APPLICANT'S CHILD (Yes/No)	ADVERSE PARTY'S CHILD (Yes/No)	WHO CHILD LIVES WITH
1.		Circle one Yes <input type="checkbox"/> No <input type="checkbox"/>	Circle one Yes <input type="checkbox"/> No <input type="checkbox"/>	
2.		Circle one Yes <input type="checkbox"/> No <input type="checkbox"/>	Circle one Yes <input type="checkbox"/> No <input type="checkbox"/>	
3.		Circle one Yes <input type="checkbox"/> No <input type="checkbox"/>	Circle one Yes <input type="checkbox"/> No <input type="checkbox"/>	
4.		Circle one Yes <input type="checkbox"/> No <input type="checkbox"/>	Circle one Yes <input type="checkbox"/> No <input type="checkbox"/>	
5.		Circle one Yes <input type="checkbox"/> No <input type="checkbox"/>	Circle one Yes <input type="checkbox"/> No <input type="checkbox"/>	
6.		Circle one Yes <input type="checkbox"/> No <input type="checkbox"/>	Circle one Yes <input type="checkbox"/> No <input type="checkbox"/>	

(b) Have you or the Adverse Party ever been awarded custody/guardianship of the minor child(ren) by

Court Order? ☐ Yes ☐ No

Who was awarded custody/guardianship? ☐ Applicant ☐ Adverse Party

By what Court? _____

Court Case No. (if known) _____

- 1 7. Please check the appropriate box, IF YOU or the ADVERSE PARTY have ever filed a case in any court
2 for a ☒ Divorce, ☐ Custody, ☐ Paternity, ☐ Child Support, ☐ Guardianship, ☐ Order for Protection
3 Against Domestic Violence, ☐ Stalking/Harassment Order. Please indicate when and where the case(s)
4 was filed, and list the case number(s) if known.
5 11/9/2015 Clark County Family Court
6
7
8 8. (a) Has CHILD PROTECTIVE SERVICES (CPS) ever been contacted regarding any member of the
9 household in the past year ☐ Yes ☐ No
10 (b) Is CPS currently involved with this family? ☐ Yes ☐ No
11 If yes, give details, including the caseworker's name:
12
13
14 9. (a) Does the Adverse Party possess a firearm, or does the Adverse Party have a firearm under his or her
15 custody or control? ☒ Yes ☐ No ☐ I don't know.
16 (b) Has the Adverse Party ever threatened, harassed, or injured you, the minor child(ren), or anyone else
17 with a firearm or any other weapon? ☒ Yes ☐ No ☐ I don't know.
18 If yes, give details:
19 [2015]
20 He hit me with the gun and I fell down then he kicked and spit on me. He put the gun to my
21 head and stated I should be dead .. He has stated hat my head should be on a stick.
22 He stated feels emotional and the pills he takes makes him feel he can't control his emotion
23 he does not know what he may do. He is harassing me constantly through many sources.
24
25 10. (a) ☒ I have been or reasonably believe I will become a victim of domestic violence committed by the
Adverse Party.
(b) ☐ The child(ren) have been or are in danger of becoming a victim of domestic violence committed by
the Adverse Party.

1 In the following space, state the facts which support your Application. Be as specific as you can, starting
2 with the most recent incident. Include the approximate dates and locations, and whether law enforcement
3 or medical personnel have been involved.

4 THIS APPLICATION IS A PUBLIC RECORD

5 The adverse party Will R. Holmes is stalking, harrassing,
6 intimidating, blackmailing and using coercion towards
7 me. He is using Facebook to continue to abuse me
8 by utilizing the internet media sources. The adverse
9 party has sent messages, emails and other things
10 to create blackmail, coercion and intimidation tactics.
11 He sends messages on a daily basis. He threatens
12 me by stating that he wants to put my head on a
13 stick. He has stated he want me dead. He has
14 obtained my phone records illegally. He has contacted
15 my friends and potential business associates through
16 messages, emails, phone calls and other forms of communication
17 He has sent derogatory message to myself, friends and
18 business associates. He has used social media to
19 send out slanderous information. My husband has
20 physically, mentally and verbally abused me over
21 the years and I fear for my life.

22 On 3/6/16 the adverse party Will R. Holmes entered
23 an event of the Detroit Connection, Inc. which I
24 applicant Capucine Holmes serves as the Vice President.
25 The event had approximately 300 people in
attendance. The President of Detroit Connection, Inc.
told me earlier that day of 3/6/16 that she received

PLEASE DO NOT WRITE ON THE BACKS OF ANY PAGES.

+

a phone call from Mr. Holmes stating he wanted to attend the event. She stated to me that ~~when~~ she told Mr. Holmes the event was sold out and he would not be able to attend. Mr. Holmes entered the event at Sun City Anthem - Hanreman Hall at approximately 9:15 p.m. He was approached by the President Christy Cason and co-founder Jackie Cook to show his ticket as he needed one to attend. He stated he did not have one and was asked to leave. Mr. Holmes stated he was not leaving. Mr. Holmes approached me aggressively with a cane (waxing and tapping). He stated "that bitch is trying to get me thrown out of here." "she is a whore". He was belligerent with a lot of derogatory statements. I tried to get away from him. I left the area and he followed me as I entered the dance floor to get away from him among guests who were dancing. He approached me aggressively again. He had a camera on me. He started calling me a whore and a piece of shit. He kept his camera on and off of me as I exited the floor. He then followed me shouting derogatory and threatening statements. The police was called and he tried to approach me again as the police and other people intervened. There is a video recording and written reports of his actions toward me.

SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.
INCIDENT/ACCIDENT REPORT FORM

2450 Hampton Road, Henderson, NV 89052, TEL: 702.614.5800, FAX: 702.614.5813

DATE: 2/6/16 TIME: 10:25 ☒ AM ☐ PM TYPE OF INCIDENT: TRESSPASSING
LOCATION: ☒ Inside ☐ Outside BUILDING: ☒ Anthem ☐ Independence ☐ Liberty Other: RED DRESS BALLA
SPECIFIC LOCATION: HANNEMAN HALL
CONDITIONS/WEATHER: N/A

PERSONS INVOLVED (COMPLAINANT, SUBJECT, VICTIM, ETC.): Use Page 2 for Additional Space

NAME: WILBERT HOLMES
ADDRESS: 10550 Pattington Ct
CITY/STATE/ZIP: Las Vegas, NV 89183 PHONE: 702-281-5752

MEDICAL TREATMENT REQUIRED: ☐ YES ☒ NO MEDICAL TREATMENT REFUSED: ☐ YES ☐ NO 911/311 CALLED: ☐ YES ☐ NO

WAS PERSONAL PROTECTION EQUIPMENT USED: ☐ YES ☒ NO

DID BLOODY/INFECTIOUS MATERIAL MAKE CONTACT WITH YOUR SKIN: ☐ YES ☐ NO (If yes was checked fill out a C-1 form)

TRANSPORTED BY EMERGENCY RESPONDERS: ☐ YES ☒ NO WHERE TO: _____

PHOTOGRAPHS TAKEN: ☐ YES ☒ NO

PLEASE PROVIDE COPIES OF PHOTOS TO SUN CITY ANTHEM MANAGEMENT STAFF

INCIDENT DESCRIPTION (INCLUDE WHO, WHAT, WHY, AND ACTION TAKEN)

There were two gentlemen, one Wilbert Holmes, the other not identified. They did not purchase tickets for the event. The tickets are advance purchase only. Mrs. Carson approached Mr. Holmes, & HE STARTED BEING BELLIGERANT. SHE ASKED HIM TO LEAVE POLITELY, HE REFUSED & SAID SECURITY HAD TO PAY HIM. AT THIS FUNCTION, THERE WERE TWO SECURITY PERSONNEL. THEIR NAMES: SONNY KAMINSKI AND JERMAN REYENE WITH GREEN VALLEY SECURITY. MS. CARSON ASKED MR. KAMINSKI TO ASK MR. HOLMES TO LEAVE WHICH HE DID BUT MR. HOLMES REFUSED. THE SECURITY WAITED AN HOUR AT WHICH TIME MR. HOLMES DID NOT LEAVE. MR. KAMINSKI & THE SECURITY OFFICER CALLED THE METRO DURING THIS TIME MR. HOLMES APPROACHED HIS WIFE & MADE NEGATIVE COMMENTS. HE CALLED HER "WHORE". THE POLICE ESCORTED MR. HOLMES OUT OF THE BUILDING.

FOLLOW UP INFORMATION

THE POLICE REPORT # IS: 160206000646, OFFICER
T. BAILEY # 1538

ADDITIONAL PERSON(S) INVOLVED (WITNESS, COMPLAINANT, SUBJECT, VICTIM, ETC.)

NAME: CHRISTY CASON ^{DETROIT CONNECTION} PRESIDENT SIGNATURE: [Signature]
ADDRESS 4610 Cliff Breeze
CITY/STATE/ZIP Las Vegas, NV 89081 PHONE 702-505-2439

ADDITIONAL PERSON(S) INVOLVED (WITNESS, COMPLAINANT, SUBJECT, VICTIM, ETC.)

NAME: TOMMY CASON SIGNATURE: _____
ADDRESS 4610 Cliff Breeze
CITY/STATE/ZIP Las Vegas NV 89081 PHONE 702-505-2439

ADDITIONAL PERSON(S) INVOLVED (WITNESS, COMPLAINANT, SUBJECT, VICTIM, ETC.)

NAME: CA PRICINE HOLMES (WIFE) SIGNATURE: [Signature]
ADDRESS 4610 CLIFF BREEZE
CITY/STATE/ZIP LAS VEGAS, NV 89081 PHONE 702-642-2628

REPORT MADE BY

NAME: FAYNE (FAY) JONES SIGNATURE: [Signature]
MANAGEMENT STAFF POSITION: NIGHTTIME MONITOR

REPORT REVIEWED BY

MANAGER: _____ DATE: _____ SIGNATURE: _____

REPORT ONLY: ☐ YES ☒ NO SUBMITTED TO INSURANCE: ☐ YES ☒ NO INVESTIGATION: ☒ Y

DATE LOGGED: _____ SIGNATURE: _____

FACILITIES MANAGER: _____ DATE: _____ SIGNATURE: _____

COMMUNITY MANAGER: _____ DATE: _____ SIGNATURE: _____

**PLEADING
CONTINUES
IN NEXT
VOLUME**

IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Jul 27 2017 01:21 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

WILBERT R. HOLMES,
Appellant(s),

vs.

CAPUCINE Y. HOLMES,
Respondent(s),

Case No: D-15-523582-D

Docket No: 73291

RECORD ON APPEAL VOLUME 1

ATTORNEY FOR APPELLANT
WILBERT R. HOLMES,
PROPER PERSON
10550 PATRINGTON CT.
LAS VEGAS, NV 89183

ATTORNEY FOR RESPONDENT
CAPUCINE Y. HOLMES,
PROPER PERSON
637 TWILIGHT BLUE AVE.
NORTH LAS VEGAS, NV 89032

I N D E X

<u>VOLUME:</u>	<u>PAGE NUMBER:</u>
1	1 - 240
2	241 - 480
3	481 - 720
4	721 - 826

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
1	11/16/2015	AFFIDAVIT OF SERVICE	4 - 15
2	07/29/2016	AFFIDAVIT OF SERVICE	333 - 334
2	09/02/2016	AFFIDAVIT OF SERVICE	360 - 361
3	01/24/2017	AFFIDAVIT OF SERVICE	716 - 717
4	02/14/2017	AFFIDAVIT OF SERVICE	746 - 747
2	12/11/2016	AFFIRMATION - CASE CONFERENCE REPORT OR PRE-TRIAL MEMORANDUM PURSUANT TO NRS 239.030	457 - 457
1	05/16/2016	AMENDED ANSWER AND COUNTERCLAIM	92 - 96
3	01/05/2017	AMENDED PRE-TRIAL MEMORANDUM	649 - 662
3	01/17/2017	AMENDED PRE-TRIAL MEMORANDUM	700 - 710
1	12/07/2015	ANSWER AND COUNTERCLAIM FOR DIVORCE (NO CHILDREN)	19 - 22
1	07/15/2016	APPLICATION TO PROCEED IN FORMA PAUPERIS (SEALED)	150 - 154
1	07/19/2016	APPLICATION TO PROCEED IN FORMA PAUPERIS (SEALED)	175 - 180
1	11/19/2015	APPLICATION TO PROCEED IN FORMA PAUPERIS (SEALED)	16 - 18
2	10/11/2016	APPLICATION TO PROCEED IN FORMA PAUPERIS (SEALED)	371 - 373
4	02/16/2017	BUYER SETTLEMENT STATEMENT	752 - 755
4	02/21/2017	BUYER SETTLEMENT STATEMENT	758 - 760
4	06/14/2017	CASE APPEAL STATEMENT	802 - 803
2	08/04/2016	CERTIFICATE OF MAILING	339 - 341
2	08/31/2016	CERTIFICATE OF MAILING	348 - 348
2	12/13/2016	CERTIFICATE OF MAILING	466 - 466

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
3	12/20/2016	CERTIFICATE OF MAILING	555 - 555
3	12/22/2016	CERTIFICATE OF MAILING	603 - 603
3	12/31/2016	CERTIFICATE OF MAILING	604 - 604
3	01/05/2017	CERTIFICATE OF MAILING	663 - 663
1	12/17/2015	CERTIFICATE OF SERVICE	23 - 26
1	04/18/2016	CERTIFICATE OF SERVICE	83 - 83
2	10/17/2016	CERTIFICATE OF SERVICE	379 - 379
3	01/18/2017	CERTIFICATE OF SERVICE	711 - 711
4	07/27/2017	CERTIFICATION OF COPY AND TRANSMITTAL OF RECORD	
4	02/09/2017	CLERK OF THE COURT'S NOTICE OF CHANGE OF HEARING	736 - 737
4	04/06/2017	CLOSING INSTRUCTIONS	761 - 762
1	11/05/2015	COMPLAINT FOR DIVORCE (NO CHILDREN)	1 - 3
4	06/01/2017	DECREE OF DIVORCE	764 - 774
2	08/05/2016	DEFENDANT WILBERT HOLMES MEMORANDUM OF LAW IN SUPPORT OF MOTION TO DISQUALIFY JUDGE RENA G. HUGHES UNDER 28U.S.C.144	342 - 346
2	12/11/2016	DEFENDANT'S PRE-TRIAL MEMORANDUM	407 - 456
4	07/27/2017	DISTRICT COURT MINUTES	808 - 826
3	02/01/2017	DIVORCE STATUS AND FINALIZATION REQUEST	718 - 719
4	02/16/2017	DOCUMENT OF PROPERTY SETTLEMENT STATEMENT PURCHASE SHEET	750 - 751
1	06/29/2016	EX PARTE MOTION FOR AN ORDER SHORTENING TIME	114 - 121
2	07/25/2016	EX PARTE MOTION FOR AN ORDER SHORTENING TIME	330 - 331
2	10/19/2016	EX PARTE MOTION FOR AN ORDER SHORTENING TIME	383 - 391

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
4	02/14/2017	EX PARTE MOTION FOR AN ORDER SHORTENING TIME	748 - 749
1	01/05/2016	GENERAL FINANCIAL DISCLOSURE FORM (SEALED)	41 - 48
1	03/16/2016	GENERAL FINANCIAL DISCLOSURE FORM (SEALED)	63 - 70
2	12/12/2016	GENERAL FINANCIAL DISCLOSURE FORM (SEALED)	458 - 465
3	01/10/2017	GENERAL FINANCIAL DISCLOSURE FORM (SEALED)	682 - 689
3	01/10/2017	GENERAL FINANCIAL DISCLOSURE FORM (SEALED)	690 - 696
1	07/12/2016	INTERROGATORIES	136 - 149
2	12/18/2016	MALICIOUS PROSECUTION DETAIL AND EXHIBITS (CONTINUED)	470 - 480
3	12/18/2016	MALICIOUS PROSECUTION DETAIL AND EXHIBITS (CONTINUATION)	481 - 542
2	10/18/2016	MOTION	380 - 382
3	02/05/2017	MOTION AND NOTICE OF MOTION FOR AN ORDER TO ENFORCE AND/OR FOR AN ORDER TO SHOW CAUSE REGARDING CONTEMPT (CONTINUED)	720 - 720
4	02/05/2017	MOTION AND NOTICE OF MOTION FOR AN ORDER TO ENFORCE AND/OR FOR AN ORDER TO SHOW CAUSE REGARDING CONTEMPT (CONTINUATION)	721 - 735
1	07/16/2016	MOTION FOR CHANGE OF VENUE	155 - 173
1	07/22/2016	MOTION TO AMEND THE PLEADINGS, FOR AN ORDER TO ENFORCE AND FOR AN ORDER TO SHOW CAUSE, AND TO SET ASIDE THE PREMARITAL AGREEMENT (CONTINUED)	181 - 240
2	07/22/2016	MOTION TO AMEND THE PLEADINGS, FOR AN ORDER TO ENFORCE AND FOR AN ORDER TO SHOW CAUSE, AND TO SET ASIDE THE PREMARITAL AGREEMENT (CONTINUATION)	241 - 329
4	07/18/2017	MOTION TO STAY	804 - 807

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
1	04/14/2016	MOTION TO WITHDRAW AS ATTORNEY OF RECORD FOR DEFENDANT	77 - 82
2	12/01/2016	MOTION TO WITHDRAW AS COUNSEL OF RECORD	401 - 405
4	06/08/2017	NOTICE OF APPEAL	787 - 787
1	02/02/2016	NOTICE OF APPEARANCE AND REQUEST FOR NOTICE	49 - 50
4	06/01/2017	NOTICE OF ENTRY OF DECREE OF DIVORCE	775 - 786
1	05/17/2016	NOTICE OF ENTRY OF ORDER	97 - 100
4	06/09/2017	NOTICE OF ENTRY OF ORDER	788 - 799
1	05/16/2016	NOTICE OF ENTRY OF ORDER RE: MOTION TO WITHDRAW AS ATTORNEY OF RECORD FOR DEFENDANT	86 - 89
2	10/26/2016	NOTICE OF HEARING	393 - 393
1	07/18/2016	NOTICE OF MOTION	174 - 174
2	08/18/2016	NOTICE OF MOTION	347 - 347
2	10/19/2016	NOTICE OF MOTION	392 - 392
1	12/30/2015	NOTICE OF NRCP 16.2 CASE MANAGEMENT CONFERENCES	39 - 40
2	10/05/2016	NOTICE OF RESCHEDULING OF EVIDENTIARY HEARING	364 - 365
1	02/09/2016	NOTICE OF RESCHEDULING OF HEARING	55 - 55
1	02/22/2016	NOTICE OF RESCHEDULING OF HEARING	62 - 62
1	03/30/2016	NOTICE OF RESCHEDULING OF HEARING	71 - 72
2	10/26/2016	NOTICE OF RESCHEDULING OF HEARING	394 - 395
2	11/29/2016	NOTICE OF RESCHEDULING OF HEARING	399 - 400
4	02/18/2017	NOTICE OF RESCHEDULING OF HEARING	756 - 757
2	10/17/2016	NOTICE OF TAKING EVIDENTIARY HEARING OFF CALENDAR	378 - 378

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
1	02/18/2016	NOTICE OF UNAVAILABILITY	59 - 61
2	08/31/2016	OPPOSITION TO MOTION TO DISQUALIFY JUDGE RENA G. HUGHES	349 - 355
2	09/23/2016	ORDER DENYING MOTION TO DISQUALIFY	362 - 363
4	04/06/2017	ORDER FROM HEARING 4-05-17	763 - 763
1	05/16/2016	ORDER RE: MOTION TO WITHDRAW AS ATTORNEY OF RECORD FOR DEFENDANT	84 - 85
1	05/16/2016	ORDER REGARDING HEARING OF APRIL 6, 2016	90 - 91
2	07/26/2016	ORDER SHORTENING TIME	332 - 332
2	12/07/2016	ORDER SHORTENING TIME	406 - 406
2	10/10/2016	ORDER TO PROCEED IN FORMA PAUPERIS (SEALED)	369 - 370
3	01/04/2017	PRE TRIAL MEMORANDUM EXHIBIT E AND F	617 - 648
3	01/08/2017	PRE TRIAL MEMORANDUM - UPDATED FIN DISCLO FORM WITH EXHIBIT J (SEALED)	666 - 681
3	01/05/2017	PRE TRIAL MEMORANDUM COMPUTATION SCHEDULE A A	664 - 665
3	01/16/2017	PRE TRIAL MEMORANDUM EXHIBIT A AND D UPDATED	697 - 699
3	12/22/2016	PRE-TRIAL MEMORANDUM	556 - 602
2	08/03/2016	PROOF OF SERVICE	335 - 338
4	02/10/2017	PROPERTY DETAIL REQUESTED	738 - 745
1	05/26/2016	REPLY TO AMENDED ANSWER AND COUNTERCLAIM	101 - 113
1	12/23/2015	REPLY TO COUNTERCLAIM	27 - 38
1	07/12/2016	REQUEST FOR PRODUCTION OF DOCUMENTS	133 - 135
1	07/07/2016	SUBPOENA DUCES TECUM	122 - 132
2	08/31/2016	SUBPOENA DUCES TECUM	356 - 359

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
3	01/20/2017	SUBPOENA DUCES TECUM	712 - 715
1	02/08/2016	SUBPOENA DUCES TECUM FOR BUSINESS RECORDS (NO APPEARANCE REQUIRED)	51 - 54
1	02/18/2016	SUBSTITUTION OF ATTORNEY	56 - 58
1	04/11/2016	TRIAL MANAGEMENT ORDER	73 - 76
2	10/06/2016	TRIAL MANAGEMENT ORDER	366 - 368
2	10/11/2016	TRIAL MANAGEMENT ORDER	374 - 377
2	10/26/2016	TRIAL MANAGEMENT ORDER	396 - 398
3	12/19/2016	UPDATED PRE TRIAL MEMORANDUM	543 - 554
3	01/03/2017	UPDATED PRE TRIAL MEMORANDUM	605 - 616
2	12/14/2016	UPDATED WITNESS LETTER/KIM PANFIELD	467 - 469
4	06/09/2017	WITHDRAWAL OF ATTORNEY	800 - 801

Heather J. Hemin
CLERK OF THE COURT

COMD

Name: Capucine Y. Holmes

Address: 10550 Pairington Ct.

City, State, Zip: Las Vegas, NV 89183

Phone: 702-270-4312

Email: ucine68@yahoo.com

Self-Represented Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Capucine Y. Holmes

Plaintiff,

vs.

Wilbert R. Holmes

Defendant.

CASE NO.: D-15-523582-D

DEPT: Dept: J

COMPLAINT FOR DIVORCE (No Children)

Plaintiff (*your name*) Capucine Y. Holmes, respectfully states:

1. (*Name of Nevada resident*) Wilbert R. Holmes has been a resident of the State of Nevada for at least six weeks prior to filing this Complaint for Divorce and intends to make Nevada his/her home for an indefinite period of time.
2. The parties were married on (*date of marriage*) July 3, 1999 in (*city*) Las Vegas, (*state*) Nevada. The parties are incompatible.
3. **Children.** There are no minor children in common born to or adopted by the parties.
(☒ *check one*)
☒ Neither spouse is pregnant.
☐ The following spouse is pregnant: (*name of pregnant spouse*) _____.
The other spouse ☐ is / ☐ is not the parent of the unborn child. The child is due to be born on (*date*): _____.
☐ It is unknown whether either spouse is currently pregnant.

4. Community Property. (☒ *check one*)

- ☐ There is no community property to divide.
- ☐ Any community property has already been divided.
- ☐ I do not know the full extent of the community property.
- ☒ The community property should be divided as follows:

Plaintiff:

1. Marital Home- 10550 Patrington Ct., Las Vegas, NV
2. Furniture, 2011 Hyundai Equus
3. Bank Accounts - Personal
4. IRA

Defendant:

1. Marital Home- 10550 Patrington Ct., Las Vegas, NV
2. Furniture, 2011 Hyundai Equus
3. Bank Accounts- Personal & Business
4. Pension, IRA, Safe Deposit Box

5. Community Debt. (☒ *check one*)

- ☐ There is no community debt to divide.
- ☐ Any community debt has already been divided.
- ☐ I do not know the full extent of the community debt.
- ☒ The community debt should be divided as follows:

Plaintiff:

1. House Mortgage-10550 Patrington Ct, Las Vegas, NV
2. 2011 Hyundai Equus
3. _____
4. _____

Defendant:

1. House Mortgage-10550 Patrington Ct, Las Vegas, NV
2. 2011 Hyundai Equus
3. _____
4. _____

6. Alimony. (☒ check one)

☐ No alimony is requested.

☐ (Name) Wilbert R. Holmes should pay (amount) \$ 2000
per month in alimony for the next (number) 10 years.

7. Name Change. (☒ check one)

☒ No name change is requested for the Wife.

☐ Wife would like her former name of (insert name) _____ restored.

Plaintiff requests:

1. That the marriage existing between Plaintiff and Defendant be dissolved and that Plaintiff be granted an absolute Decree of Divorce and that each of the parties be restored to the status of a single, unmarried person;
2. That the Court grant the relief requested in this Complaint; and
3. For such other relief as the Court finds to be just and proper.

DATED this (day) 5 day of (month) November, 20 15.

Submitted By: (your signature) ▶
(print your name)

Capucine Y. Holmes
Capucine Y. Holmes

VERIFICATION

Under penalties of perjury, I declare that I am the Plaintiff in the above-entitled action; that I have read the foregoing Complaint and know the contents thereof; that the pleading is true of my own knowledge, except for those matters therein contained stated upon information and belief, and that as to those matters, I believe them to be true.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this (day) 5 day of (month) November, 20 15.

Submitted By: (your signature) ▶
(print your name)

Capucine Y. Holmes
Capucine Y. Holmes

CE38

Electronically Filed
11/16/2015

Alvin S. Levin
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

CAPUCINE YOLANDA HOLMES,
PLAINTIFF
VS.
WILBERT ROY HOLMES,
DEFENDANT.

CASE NO: D-15-523582-D
DEPARTMENT J

AFFIDAVIT OF SERVICE

Submitted by:

Prepared by Clerk

Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

**CONSTABLE'S OFFICE
LAS VEGAS TOWNSHIP**

November 13, 2015

CAPUCINE HOLMES
10550 PATRINGTON CT
LAS VEGAS, NV 89183

In the matter regarding:

Case#: D-15-523592-D

Defendant: WILBERT R. HOLMES

Your documents were SERVED. You must bring the Affidavit of Service to District Court.

Thank you for the opportunity to assist you with your case. Should you have questions or concerns in the future, please do not hesitate to contact this office.

Sincerely,

Las Vegas Township
Constables Office

By: MJ
Las Vegas Township Constable Clerk

302 E. Carson Ave 5th Floor • Box 552110
Las Vegas, NV 89155-2110
(702) 455-4099 • Fax: (702) 385-2436

EX-OFFICIO CONSTABLE'S OFFICE
P.O. BOX 552110
LAS VEGAS, NEVADA 89155-2110

CIVIL PROCESS FORM

LVTC #	30731
CASE #	D-15-323582-D
ZIP CODE:	89183
COURT DATE:	12-14-15
SERVICE FEE:	\$41.00
FOR OFFICE USE ONLY	

PLEASE COMPLETE THE FOLLOWING INFORMATION ABOUT THE PERSON OR COMPANY WE ARE SERVING
IF WE ARE TO SERVE A COMPANY OR CORPORATION, PROVIDE THE NAME AND TITLE OF PERSON TO BE SERVED
(I.E. - OWNER NAME, CORPORATE OFFICER, RESIDENT AGENT, ETC.)

NAME OR BUSINESS NAME: Wilbert R. Holmes

ADDRESS (WITH APT. or SUITE# AND ZIP CODE): 10550 Patrington CT LV NV 89183

EMPLOYER NAME/ADDRESS: _____

BEST TIME TO SERVE AT HOME: _____ a.m./p.m. WORK: _____ a.m./p.m.

PHONE NUMBER OF PERSON TO BE SERVED - HOME: _____ WORK: _____

DESCRIPTION: RACE: _____ SEX: _____ AGE: _____ HEIGHT: _____ WEIGHT: _____ HAIR: _____ EYES: _____

VEHICLE: YEAR: _____ MAKE: _____ MODEL: _____ COLOR: _____ LIC. PLATE: _____ STATE: _____

OTHER INFORMATION TO HELP US SERVE THE PARTY: _____

PLAINTIFF'S PHONE - DAYS: (702) 985-7668 EVENINGS: _____

PLAINTIFF'S NAME AND ADDRESS: Capucine Holmes

10550 Patrington CT

LV, NV 89183 *Please call plaintiff once served

DEPUTY SERVICE NOTES

DEPUTY ASSIGNED: TSEU DATE ASSIGNED: NOV 12 2015

SERVICE ATTEMPT INFORMATION

1. DATE: 11/12/15 TIME: 8:10 LOCATION: 10550 Patrington CT

2. DATE: _____ TIME: _____ LOCATION: _____

3. DATE: _____ TIME: _____ LOCATION: _____

DEPUTY NOTES: W. R. Holmes

EX-OFFICIO CONSTABLE'S OFFICE
P.O. BOX 552110
LAS VEGAS, NEVADA 89155-2110

FORULARIO DE PROCESO CIVIL

POR FAVOR LLENE EL FORMULARIO CON LA INFORMACIÓN SOBRE LA PERSONA O COMPAÑIA QUE SERA NOTIFICADA
SI ES UNA EMPRESA OR CORPORACIÓN, PROVEA EL NOMBRE DEL PROPIETARIO, LOS FUNCIONARIOS DE LA CORPORACIÓN O EL AGENTE RESIDENT.

NOMBRE O NOMBRE DE LA EMPRESA: _____

DIRECCIÓN (NÚMERO DE APARTAMENTO/SUITE Y CÓDIGO POSTAL): _____

NOMBRE DEL EMPLEADOR Y DIRECCIÓN: _____

MEJOR HORA PARA NOTIFICAR @ RESIDENCIA: _____ a.m./p.m. @ TRABAJO: _____ a.m./p.m.

NÚMERO DE TELÉFONO - RESIDENCIA: _____ TRABAJO: _____

DESCRIPCIÓN: RAZO: _____ SEXO: _____ EDAD: _____ ESTATURA: _____ PESO: _____ PELO _____ OJOS: _____

VEHÍCULO: AÑO: _____ MARCA: _____ COLOR: _____ NUMERO DE PLACA: _____ ESTADO: _____

OTRA INFORMACIÓN QUE NOS AUYDARA PARA NOTIFICAR AL DEMANDALO: _____

TELÉFONO DIRUNO DEL DEMANDANTE _____ NOCTURNO: _____

DIRECCIÓN DEL DEMANDANTE: _____

EX-OFFICIO CONSTABLE'S OFFICE

302 E. CARSON AVENUE - 5TH FLOOR

P.O. BOX 552110

LAS VEGAS, NEVADA 89155-2110

CARUCINE Holmes

Plaintiff

D-15-523582-D

Case Number

vs.

Affidavit of Service

WILBERT R. Holmes

Defendant

STATE OF NEVADA)

)SS:

COUNTY OF CLARK)

I, E.TSEU #9574, being duly sworn or under penalty of perjury, states: that at all times relevant, I was a citizen of the United States, over the age of Eighteen years of age, and not a party to or interested in the proceedings in which this affidavit is made.

That on the 12 day of NOVEMBER, 2015, I received the following documents:

SUMMONS, COMPLAINT FOR DIVORCE, VERIFICATION
JOINT PRELIMINARY INJUNCTION DOMESTIC

And that I served the same on the Defendant, WILBERT Holmes
on NOVEMBER 12 2015, at the hour of 8:10 A.M. by:

1. For personal service: Delivering and leaving a copy with the Defendant at (insert address of service)
10555 PATRINGTON COURT LAS VEGAS NEVADA 89183
2. For substitute service: Delivering and leaving a copy with (insert name/description of person served and their relationship to the Defendant)

a person of suitable age or discretion residing at the Defendant's dwelling, house, or usual place of abode at (insert address)

3. For service on a business or entity: Delivering and leaving a copy with (insert name or physical description of person served)
_____, who is Defendant's (check one) ☐ president or other head, ☐ secretary,
☐ cashier, ☐ managing agent, ☐ resident agent, or ☐ other (specify) _____ at
(insert address at which you served) _____

Date: 11/12/15 Printed Name E.TSEU #9574 Signature: E.TSEU #9574

Las Vegas Township Constable's Office 302 E. Carson Avenue 5th Floor Las Vegas, NV 89101 Phone: (702) 455-4099

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 20____.

NOTARY PUBLIC in and for the County of _____

State of _____

WILBERT HOLMES

Printed Name

[Signature]

Signature

1 **SUMM**

2 **Plaintiff's Name:** Capucine Holmes

3 **Address:** 10550 Pattington Ct.

4 **Las Vegas, NV 89183**

5 **Telephone:** 702-270-4312

6 **Email Address:** ucine68@yahoo.com

7 **In Proper Person**

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

10 Capucine Holmes

11 **Plaintiff,**

12 **vs.**

13 Wilbert R. Holmes

14 **Defendant.**

CASE NO.: D-15-523582-D

DEPT: Dept: j

15 **SUMMONS**

16 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
17 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND IN WRITING WITHIN**
18 **20 DAYS. READ THE INFORMATION BELOW VERY CAREFULLY.**

19 **To the Defendant named above:**

20 A civil complaint or petition has been filed by the Plaintiff against you for the relief as set
21 forth in that document (see the complaint or petition). The object of this action is: *(check one)*

22 ☒ **Divorce.**

23 ☐ **Annulment.**

24 ☐ **Legal Separation.**

25 ☐ **Custody, Paternity, Visitation, and/or Child Support.**

☐ **Other:** _____

1 If you intend to defend this lawsuit, within 20 days after this summons is served on you
2 (not counting the day of service), you must:

- 3 1. File with the Clerk of Court, whose address is shown below, a formal written answer to
4 the complaint or petition.
5 2. Pay the required filing fee to the court, or file an Application to Proceed *In Forma*
6 *Pauperis* and request a waiver of the filing fee.
7 3. Serve a copy of your answer upon the Plaintiff whose name and address is shown below.
8

9
10 If you fail to respond, the Plaintiff can request your default. The court can then enter a
11 judgment against you for the relief demanded in the complaint or petition.

12 STEVEN D. GRIERSON
13 CLERK OF COURT
ANDREW WATSON

14 By: Andrew Watson 11/5/15
15 Deputy Clerk Date

16 Family Courts and Services Center
17 601 North Pecos Road
Las Vegas, Nevada 89155

18 Regional Justice Center
19 200 Lewis Avenue
Las Vegas, Nevada 89155

20 Issued on Behalf of Plaintiff:

21 Plaintiff's Name: Capucine Holmes

22 Address: 10550 Patrington Ct.

23 City, State, Zip Las Vegas, NV 89183

24 Information and forms to assist you are available, free of charge, at
25 the Family Law Self-Help Center at the Family Courts and Services
Center, 601 N. Pecos Road, Las Vegas, Nevada, and on the center's
website at

Heather L. Hemin
CLERK OF THE COURT

COMD
Name: Capucine Y. Holmes
Address: 10550 Pairington Ct
City, State, Zip: Las Vegas, NV 89183
Phone: 702-270-4312
Email: ucine68@yahoo.com
Self-Represented Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

<u>Capucine Y. Holmes</u> Plaintiff, vs. <u>Wilbert R. Holmes</u> Defendant.	CASE NO.: <u>D-15-523582-D</u> DEPT: <u>Dept: J</u>
--	--

COMPLAINT FOR DIVORCE (No Children)

Plaintiff (*your name*) Capucine Y. Holmes, respectfully states:

1. (*Name of Nevada resident*) Wilbert R. Holmes has been a resident of the State of Nevada for at least six weeks prior to filing this Complaint for Divorce and intends to make Nevada his/her home for an indefinite period of time.
2. The parties were married on (*date of marriage*) July 3, 1999 in (*city*) Las Vegas, (*state*) Nevada. The parties are incompatible.
3. Children. There are no minor children in common born to or adopted by the parties.
(☒ *check one*)
☒ Neither spouse is pregnant.
☐ The following spouse is pregnant: (*name of pregnant spouse*) _____
The other spouse ☐ is / ☐ is not the parent of the unborn child. The child is due to be born on (*date*): _____
☐ It is unknown whether either spouse is currently pregnant.

© Clark County Family Law Self-Help Center

Complaint for Divorce (No Kids) – November 2014

* You are responsible for knowing the law about your case. For more information on the law, this form, and free classes, visit the Family Law Self-Help Center at 601 N. Pecos Road. To find an attorney, call the State Bar of Nevada at (702) 382-0504.

4. Community Property. (☒ check one)

- ☐ There is no community property to divide.
☐ Any community property has already been divided.
☐ I do not know the full extent of the community property.
☒ The community property should be divided as follows:

Plaintiff:

1. Marital Home- 10550 Patrington Ct., Las Vegas, NV
2. Furniture, 2011 Hyundai Equus
3. Bank Accounts - Personal
4. IRA

Defendant:

1. Marital Home- 10550 Patrington Ct., Las Vegas, NV
2. Furniture, 2011 Hyundai Equus
3. Bank Accounts- Personal & Business
4. Pension, IRA, Safe Deposit Box

5. Community Debt. (☒ check one)

- ☐ There is no community debt to divide.
☐ Any community debt has already been divided.
☐ I do not know the full extent of the community debt.
☒ The community debt should be divided as follows:

Plaintiff:

1. House Mortgage-10550 Patrington Ct, Las Vegas, NV
2. 2011 Hyundai Equus
3. _____
4. _____

Defendant:

1. House Mortgage-10550 Patrington Ct, Las Vegas, NV
2. 2011 Hyundai Equus
3. _____
4. _____

6. Alimony. (☒ check one)

☐ No alimony is requested.

☐ (Name) Wilbert R. Holmes should pay (amount) \$ 2000
per month in alimony for the next (number) 10 years.

7. Name Change. (☒ check one)

☒ No name change is requested for the Wife.

☐ Wife would like her former name of (insert name) _____ restored.

Plaintiff requests:

1. That the marriage existing between Plaintiff and Defendant be dissolved and that Plaintiff be granted an absolute Decree of Divorce and that each of the parties be restored to the status of a single, unmarried person;
2. That the Court grant the relief requested in this Complaint; and
3. For such other relief as the Court finds to be just and proper.

DATED this (day) 5 day of (month) November, 2015.

Submitted By: (your signature) ▶
(print your name)

Capucine Y. Holmes
Capucine Y. Holmes

VERIFICATION

Under penalties of perjury, I declare that I am the Plaintiff in the above-entitled action; that I have read the foregoing Complaint and know the contents thereof; that the pleading is true of my own knowledge, except for those matters therein contained stated upon information and belief, and that as to those matters, I believe them to be true.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this (day) 5 day of (month) November, 2015.

Submitted By: (your signature) ▶
(print your name)

Capucine Y. Holmes
Capucine Y. Holmes

1 JPI

2 Plaintiff's Name: Capucine Y. Holmes

3 Address: 10550 Pattrington Ct.

4 Las Vegas, NV 89183

5 Telephone: 702-270-4312

6 Email Address: ucine68@yahoo.com

7 In Proper Person

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Capucine Y. Holmes

Plaintiff,

vs.

Wilbert R. Holmes

Defendant.

CASE NO.: D-15-523582-D

DEPT: Dept: J

**JOINT PRELIMINARY INJUNCTION
DOMESTIC**

NOTICE! This injunction is effective upon the requesting party when issued and against the other party when served. This injunction shall remain in effect from the time of its issuance until trial or until dissolved or modified by the court.

TO: Plaintiff and Defendant:

YOU, AND ANY OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR A PERSON IN ACTIVE CONCERT OR PARTICIPATION WITH YOU, ARE HEREBY PROHIBITED AND RESTRAINED FROM:

1. Transferring, encumbering, concealing, selling or otherwise disposing of any of your joint, common or community property of the parties or any property which is the subject of a claim of community interest, except in the usual course of business or for the necessities of life, without the written consent of the parties or the permission of the court.
2. Molesting, harassing, stalking, disturbing the peace of or committing an assault or battery on the person of the other party or any child, step-child or any other relative of the parties.

1 3. Removing any child of the parties then residing in the State of Nevada with an intent or
2 effect to deprive the court of jurisdiction as to the child without the prior written consent
3 of all the parties or the permission of the court.
4

5 STEVEN D. GRIERSON
6 CLERK OF THE COURT

7 By: Andrew Watson 11/5/15
8 Deputy Clerk (Date)

9 Family Court and Services Center
601 North Pecos Road
10 Las Vegas, Nevada 89101

11 Regional Justice Center
200 Lewis Street
12 Las Vegas, Nevada 89101

13 Submitted By:

14 Shirley G. Horner
15 Signature

**THIS SEALED
DOCUMENT,
NUMBERED PAGE(S)
16 - 18
WILL FOLLOW VIA
U.S. MAIL**

Electronically Filed
12/07/2015


CLERK OF THE COURT

ACDAS

Name: WILBERT R. HOLMES

Address: 10550 PATRINGTON CT.

City, State, Zip: LAS VEGAS NV 89183

Phone: 702 2815752

Email: WHOLMES711@AOL.COM

Self-Represented Defendant

**DISTRICT COURT
CLARK COUNTY, NEVADA**

CAPUCINE Y. HOLMES

Plaintiff.

vs.

WILBERT R. HOLMES

Defendant.

CASE NO.: D-15-523582-D

DEPT: J

ANSWER AND COUNTERCLAIM FOR DIVORCE (No Children)

Defendant (your name) WILBERT R. HOLMES, respectfully states:

1. Defendant admits the following allegations: (write the paragraph numbers from the Complaint you agree with) PARAGRAPHS NO. 1, 2,
2. Defendant denies the following allegations: (write the paragraph numbers from the Complaint you disagree with) PARAGRAPHS NO. 3(box 2), 4, 5, 6,(NOT CHECKED) 7
3. Defendant is without sufficient knowledge to admit or deny the following allegations: (write the paragraph numbers you are unsure about) PARA 3

AFFIRMATIVE DEFENSES

- ☐ Neither party is a Nevada resident.
- ☐ There is another case concerning these parties in another state.
- ☒ Other: DOMESTIC VIOLENCE CASE NO. 15M13321X CAPUCINE HOLMES DEFENDANT

© Clark County Family Law Self-Help Center

Answer & Counterclaim for Divorce (No Kids) – Nov. 2014

* You are responsible for knowing the law about your case. For more information on the law, this form, and free classes, visit www.familylawsetrhelpcenter.org or the Family Law Self Help Center at 601 N. Pecos Road. To find an attorney, call the State Bar of Nevada at (702) 382-0504.

COUNTERCLAIM FOR DIVORCE

1. (Name of Nevada resident) WILBERT R. HOLMES has been a resident of the State of Nevada for at least six weeks prior to filing this Counterclaim for Divorce and intends to make Nevada his/her home for an indefinite period of time.
2. The parties were married on (date of marriage) JULY 3, 1999 in (city) LAS VEGAS, (state) NEVADA. The parties are incompatible.
3. **Children.** There are no minor children in common born to or adopted by the parties.
☒ check one)
☐ Neither spouse is pregnant.
☐ The following spouse is pregnant: (name of pregnant spouse) CAPUCINE Y HOLMES.
The other spouse ☐ is / ☒ is not the parent of the unborn child. The child is due to be born on (date): ?
☐ It is unknown whether either spouse is currently pregnant.
4. **Community Property.** (☒ check one)
☐ There is no community property to divide.
☐ Any community property has already been divided.
☐ I do not know the full extent of the community property.
☐ The community property should be divided as follows:

Plaintiff:

1. _____
2. _____
3. _____
4. _____

Defendant:

1. _____
2. _____
3. _____
4. _____

5. **Community Debt.** (☒ *check one*)

- ☒ There is no community debt to divide.
- ☐ Any community debt has already been divided.
- ☐ I do not know the full extent of the community debt.
- ☐ The community debt should be divided as follows:

Plaintiff:

1. _____
2. _____
3. _____
4. _____

Defendant:

1. _____
2. _____
3. _____
4. _____

6. **Alimony.** (☒ *check one*)

- ☒ No alimony is requested.
- ☐ (Name) _____ should pay (amount) \$ _____
per month in alimony for the next (number) _____ years.

7. **Name Change.** (☒ *check one*)

- ☐ No name change is requested for the Wife.
- ☒ Wife would like her former name of (insert name) CAPUCINE Y DAVIS
restored.

Defendant requests:

1. That the marriage existing between Plaintiff and Defendant be dissolved and that Defendant be granted an absolute Decree of Divorce and that each of the parties be restored to the status of a single, unmarried person;

2. That the Court grant the relief requested in this Counterclaim; and
3. For such other relief as the Court finds to be just and proper.

DATED this (day) 7th day of (month) December 20 15.

Submitted By: (your signature) ▶
print your name)

WILBERT R. HOLMES

VERIFICATION

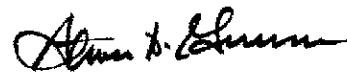
Under penalties of perjury, I declare that I am the Defendant in the above-entitled action; that I have read the foregoing Answer and Counterclaim and know the contents thereof; that the pleading is true of my own knowledge, except for those matters therein contained stated upon information and belief, and that as to those matters, I believe them to be true.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this (day) 7th day of (month) Dec 20 15.

Submitted By: (your signature) ▶
print your name)

WILBERT R. HOLMES



CLERK OF THE COURT

1 CERY

2 Name: WILBERT R HOLMES

3 Address: 10550 FAIRINGTON CT.

4 LAS VEGAS NV 89183

5 Telephone: 702 201 575 52

6 Email Address: WHOLMES711@AOL.COM

7 In Proper Person

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 CAPUCINE Y HOLMES

11 Plaintiff,

CASE NO.: D-15-523582-D

12 DEPT:

13 vs.

14 WILBERT R HOLMES

CERTIFICATE OF SERVICE

15 Defendant.

16 I, (name of person who served the documents) WILBERT R HOLMES, declare under
17 penalty of perjury under the law of the State of Nevada that the following is true and correct. That

18 I served the: (check all that apply)

19 ☐ Motion

20 ☒ Answer

21 ☐ Financial Disclosure Form

22 ☐ Opposition

23 ☐ Reply

24 ☐ Notice of Entry of Judgment / Order / Decree

25 ☐ Other: _____

26 In the following manner: (check one)

27 ☒ Mail: By depositing a copy in the U.S. Mail in the State of Nevada, postage prepaid, on
28 the (day) _____ of (month) _____, 20 _____ addressed to:

(Print the name and address of the person you mailed the documents to.)

CAPUCINE Y HOLMES

2344 Kenneth AVE

Henderson, NV 89052

29 ☐ Electronic: Through the Court's electronic service system on (date) _____

at (time) _____ (7 A.M. to 5 P.M.)

30 DATED this 11 day of DECEMBER, 20 15

31 Submitted By: (Signature) + 

CSERV

Name: WILBERT R HOLMES

Address: 10530 PARKINGTON CT

LAS VEGAS NV 89122

Telephone: 702 261 57 62

Email Address: WHOLMES711@AOL.COM

In Proper Person:

**DISTRICT COURT
CLARK COUNTY, NEVADA**

CAPUCINE Y HOLMES

Plaintiff,

CASE NO.: D-15-823582-D

DEPT: 3

vs.

WILBERT R HOLMES

CERTIFICATE OF SERVICE

Defendant.

I, *(name of person who served the documents)* WILBERT R HOLMES, declare under penalty of perjury under the law of the State of Nevada that the following is true and correct. That I served the: *(check all that apply)*

☐ Motion

☒ Answer

☐ Financial Disclosure Form

☐ Opposition

☐ Reply

☐ Notice of Entry of Judgment / Order / Decree

☐ Other: _____

In the following manner: *(check one)*

☒ **Mail:** By depositing a copy in the U.S. Mail in the State of Nevada, postage prepaid, on the (day) 11 of (month) 12, 2015 addressed to:

(Print the name and address of the person you mailed the document to)

CAPUCINE Y HOLMES

4610 Cliff Breeze Dr

North Las Vegas, NV 89018

☐ **Electronic:** Through the Court's electronic service system on (date) _____

at (time) _____ a.m. or p.m.

DATED this 11 day of December, 2015

Submitted By: (Signature) *

Robert R. Holmes

1 PI
2 Plaintiff's Name: Capucine Y. Holmes
3 Address: 40550 Pahrump Rd.
4 Las Vegas, NV 89183
5 Telephone: 702-770-4312
6 Email Address: ucane65@yahoo.com
7 In Proper Person

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
DISTRICT COURT
CLARK COUNTY, NEVADA

Capucine Y. Holmes

Plaintiff

VS.

Wilbert R. Holmes

Defendant.

CASE NO.: D-15-523582-D
DEPT: Dept. J

JOINT PRELIMINARY INJUNCTION
DOMESTIC

13 NOTICE! This injunction is effective upon the requesting party when issued and against
14 the other party when served. This injunction shall remain in effect from the time of its
15 issuance until trial or until dissolved or modified by the court.

16 TO: Plaintiff and Defendant:

17 YOU, AND ANY OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR A PERSON IN
18 ACTIVE CONCERT OR PARTICIPATION WITH YOU, ARE HEREBY PROHIBITED AND
19 RESTRAINED FROM:

- 20 1. Transferring, encumbering, concealing, selling or otherwise disposing of any of your
21 joint, common or community property of the parties or any property which is the subject
22 of a claim of community interest, except in the usual course of business or for the
23 necessities of life, without the written consent of the parties or the permission of the
24 court.
- 25 2. Molesting, harassing, stalking, disturbing the peace of or committing an assault or
battery on the person of the other party or any child, step-child or any other relative of
the parties.

3. Removing any child of the parties then residing in the State of Nevada with an intent or effect to deprive the court of jurisdiction as to the child without the prior written consent of all the parties or the permission of the court.

STEVEN D. GRIERSON
CLERK OF THE COURT

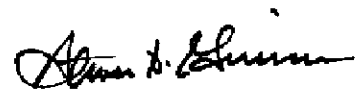
By: Andrew Watson 11/5/15
Deputy Clerk (Date)

Family Court and Services Center
601 North Pecos Road
Las Vegas, Nevada 89101

Regional Justice Center
200 Lewis Street
Las Vegas, Nevada 89101

Submitted By:

Shirley G. Roman
Signature



CLERK OF THE COURT

RCCM
Marsha Kimble-Simms, Esq.
Nevada Bar No.:008530
SIMMS LAW FIRM, LLC
1918 Night Shadow Ave.
North Las Vegas, Nevada 89031
(702) 275-4185 (O)
(702) 664-0457 (F)
SIMMSLAWFIRM@AOL.COM
Attorney for Defendant,
CAPUCINE Y. HOLMES

DISTRICT COURT
CLARK COUNTY, NEVADA

CAPUCINE Y. HOLMES,	)	Case No.: D-15-523582-D
	)	Department: J
Plaintiff,)	
)	
vs.)	
)	
WILBERT R. HOLMES,	)	REPLY TO COUNTERCLAIM
)	
Defendant)	
)	

COMES NOW, Plaintiff CAPUCINE Y. HOLMES, by and through her attorneys, Marsha Kimble-Simms, Esq. of The Simms Law Firm, LLC and for her response to Defendant's Counterclaim for Divorce, sets forth as follows:

1. Plaintiff admits each and every allegation contained in paragraphs 1 and 2.

2. Plaintiff denies each and every allegation in to paragraphs 3, 4 (Community Property be divided per Antenuptial Agreement. See Exhibit I), 5 (Community Debt divided per Antenuptial Agreement (See Exhibit I), 6, and 7.

WHEREFORE, Defendant prays for judgment follows:

1. That the bonds of matrimony now and heretofore existing between the parties be dissolved, set aside and forever held for naught,

REPLY TO COUNTERCLAIM 1

1 and the parties hereto, and each of them, be restored to their
2 single, unmarried status;

3 2. That the community assets of the parties be divided;

4 3. That the community debts and obligation of the parties be
5 divided;

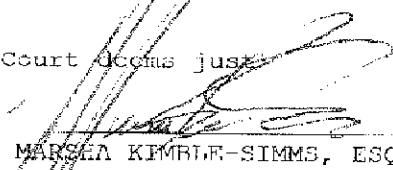
6 4. That the separate property of the parties be divided;

7 5. For reasonable attorney fees, costs and suits;

8 6. That Defendant be required to pay any spousal support to
9 the other party;

10 For such other and further relief as the Court deems just;

11 DATED this 23th day of December 2015.

12 
MARSHA KIMBLE-SIMMS, ESQ
13 Nevada Bar No. 8530
14 1918 Night Shadow Ave.
North Las Vegas, Nevada 89031
Attorney for Plaintiff

15 VERIFICATION

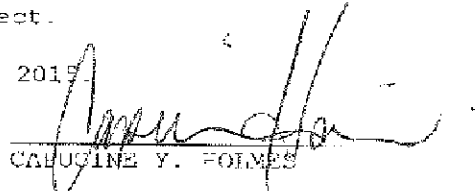
16 STATE OF NEVADA)
17) ss.
COUNTY OF CLARK)

18 Capucine Y. Holmes, being first duly sworn, deposes and states:

19 That I am the Plaintiff herein; that I have read the foregoing ANSWER TO
20 COUNTERCLAIM FOR DIVORCE, and knows the contents thereof; that the same is true of
21 my own knowledge, except as to those matters which are therein stated upon
22 information and belief, and as to those matters, I believe them to be true.

23 I declare under penalty of Perjury under the law of the State of Nevada
24 that the foregoing is true and correct.


25 DATED this 23 day of December 2015.

26 
27 CAPUCINE Y. HOLMES
28

CERTIFICATE OF MAILING

I hereby certifies that on the 23, day of December, 2015, I mailed a true and correct copy of the ANSWER TO DEFENDANT'S COUNTERCLAIM FOR DIVORCE as follows:

Wilbert R. Holmes
10530 Patrington Ct
Las Vegas, NV 89183


An Employee of the SIMMS LAW FIRM, LLC

ANTENUPTIAL AGREEMENT

AGREEMENT made as of the _____ day of _____, 1999, by and between Wilbert Roy Holmes, hereinafter called "Will," and Capucine Yolanda Davis, hereinafter called "Capucine."

RECITALS

The following is a recital of facts underlying this Agreement

- A. It is the intention of Will and Capucine to marry each other in the near future in Nevada where they have only recently relocated and intend to reside. Will and Capucine have discussed in great detail, for at least a year, their intention to enter into this agreement prior to marriage and the provisions included herein.
- B. Will, 52 years of age, has been married. Will and his first wife, who divorced in 1993, had two children: Angela, presently aged twenty-one (21), and Adrienne, presently aged eighteen (18). Will is retired, semi-disabled and anticipates his future income will be comprised of his pension, potential disability payments and investment income generated from the sale of real estate in Michigan under a fifteen (15) year land contract.
- C. Capucine is 31 years of age. She has not been previously married and has no children. Capucine quit her full-time job at Ford Motor Company earning \$21.13 per hour, with benefits, in anticipation of her marriage to Will and the parties' relocation to Nevada. It is anticipated she will attend school full time, work only part-time and complete her undergraduate degree within two years and that Will will pay for the tuition, books and fees associated with obtaining said degree.
- D. Will has a pre-marital estate which is substantially larger than that of Capucine, the nature and extent of which are itemized in Exhibit A.
- E. Capucine has a pre-marital estate, the value of which is set forth in Exhibit B.
- F. Will and Capucine intend to make Wills governing the disposition of their separate properties and estates at death. Each party recognizes and acknowledges that a Will may be changed or revoked by either party at any time. The Wills of Will and Capucine will not be reciprocal, joint or mutual, nor will they be made pursuant to a contract to make a Will.
- G. Each party acknowledges that the other has made full disclosure of his or her property and estate and that he or she is entering into this Agreement freely, voluntarily and with full knowledge. It is acknowledged further that the

limitations contained in this Agreement are intended to limit the right of each party to participate in the estate of the other in the event their future marital relationship is terminated by death or by legal proceedings instituted during the term of this Agreement.

NOW THEREFORE, in consideration of the marriage to be solemnized and of the mutual promises and undertakings hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree to the following:

1. **RIGHTS UPON DEATH OF THE OTHER.** Each party shall own, hold, possess, and have the power to devise and bequeath and transfer all real, personal, intangible, or mixed property that he or she may own at the time of their marriage, or subsequently acquire, as he or she may choose. In default of any will or codicil by either party, the other party shall take no share or interest in the decedent's estate as surviving spouse or heir-at-law, and the decedent's estate shall in all other respects descend and be distributed in accordance with the statutes of the State of Michigan then governing intestate estates, with the decedent's last will and testament in the event he or she shall die testate, or with any inter vivos trust. The parties intend to execute wills in 1999 or soon thereafter, and agree that, while the wills may provide for the other party in a manner to bequeath more than the Agreement does, the wills will not in any manner provide for less than that which has been provided for in this Agreement. However, in the event of the death of Will prior to his execution of a will, Capucine will be awarded twenty-thousand (\$20,000) Dollars from the estate in full satisfaction of any claims.

2. **WAIVERS.** Each party hereby waives and releases any and all rights and claims of every kind, nature, and description that he or she may acquire in the estate or property of the other party as a result of the death of the other party, including (but not by way of limitation) any and all rights of intestacy, rights to dower, rights of election (including the right to elect against the decedent's will), rights to spouse's allowance, rights to maintenance, rights to homestead or allowance, rights to exempt property allowance, and rights to use of a dwelling house, under the present or future statutes and laws or common law of the State of Michigan or any other jurisdiction, except as otherwise provided for in this Agreement.

3. **SOLE OWNERSHIP AND CONTROL OF EXISTING ASSETS.** Each party during his or her lifetime shall keep and retain sole ownership, control, and enjoyment of all real, personal, intangible, or mixed property now owned by him or her, free and clear of any claim by the other party.

4. **USE OF INCOME DURING MARRIAGE.** Unless specifically jointly titled, all income is owned separately. The voluntary co-mingling of income or the purchase of assets for the joint or mutual benefit or enjoyment of the parties and enhancement of the marriage will not constitute waiver of this provision or an indication of changed intent or abandonment of this provision as to the funds so spent, the assets purchased or any other past or future income.

5. DEBTS. All individual debt at the time of the marriage will remain the responsibility of the individual who incurred the debt originally. Any individual debt that is incurred during marriage will be the sole responsibility of the person incurring the debt.

6. DIVISION OF ASSETS IF MARRIAGE IS DISSOLVED. In the event that the marriage of Will and Capucine shall terminate as a result of divorce, then, in full satisfaction, settlement, and discharge of any and all rights or claims of alimony, support, property division, or other rights or claims of any kind, nature, or description incident to marriage and divorce (including any right to payment of legal fees incident to a divorce), under the present or future statutes and laws or common law of the State of Michigan or any other jurisdiction (all of which are hereby waived and released), the parties agree that all property acquired after the marriage between the parties shall be divided as follows:

a. Any property acquired in either party's individual capacity or name during the marriage, including any investment accounts and/or contributions to retirement plans (including but not limited to IRAs, 401(k) plans, 403bs, TSAs, SEP IRAs, IRA rollovers, and pension plans), shall remain the sole and separate property of the party named on the account or the party who acquired the property in his or her individual capacity or name.

b. Will will retain the marital home that he is now in the process of building and Capucine will release and/or waive any dower rights, homestead rights, or other rights or claims of any kind or nature under the present or future statutes she has on said home.

c. Each person retains any furniture or other items that he or she brought into the marriage.

d. If an action for dissolution of the marriage is filed by either party before two (2) full years of marriage, neither party will have any claim against the other party's income, asset appreciation, interest, earnings or separate property, and in lieu thereof, Will shall pay and Capucine shall accept the following: Twenty-thousand (\$20,000) Dollars.

e. If an action for dissolution of the marriage is filed by either party after two (2) full years of marriage, all assets acquired after marriage by either party, other than the marital home referred to in Paragraph b above and assets acquired with income from separate property, will be deemed marital property and divided 50/50 between the parties. With respect to the marital home, any increase in the equity of the marital home from the point at the end of two full years of marriage to the time of divorce will be split 50/50 between the parties.

7. IMMUNIZATION OF PARTIES' ASSETS AND INCOME. The foregoing agreed-upon distribution of property in the event of a dissolution of the marriage is intended to immunize totally all of the parties' premarital and post-marital separately-owned properties and income, interest, dividends, appreciation, and distributions from all sources,

from any and all claims by either party of any interest therein by way of equitable distribution, alimony or otherwise. Further, during the marriage, each party shall have complete control of all of his or her premarital and post-marital separate properties as though he or she were still single, and each party agrees to execute all documents that may be required to accomplish the same.

8. AGREEMENT PROVIDES FOR LESS IN THE DISSOLUTION OF MARRIAGE. Capucine has ascertained and weighed all of the facts, conditions, and circumstances likely to influence her judgment herein (including, but not limited to, the financial information set forth in Exhibit A attached hereto and incorporated herein by reference) and she clearly understands and freely and voluntarily consents to all of the provisions hereof, fully recognizing that by the execution of this agreement she will be entitled to a very substantially lesser portion of Will's property or estate than if this Agreement were not executed.

9. ALIMONY IS FOREVER BARRED. Under no circumstances whatsoever, shall either party have to pay maintenance or spousal support or alimony of any nature or any kind, and spousal support or alimony is forever barred. The parties agree that neither will make any claim for spousal support or alimony.

10. SEVERABILITY. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, then such provision shall be deemed separate and severable from all other provisions of this Agreement. All remaining provisions of this Agreement shall continue in full force and effect.

11. TRANSFERS. Notwithstanding anything to the contrary herein contained, each party hereto may give, devise, or bequeath any of his or her property to the survivor and may make gifts or other conveyances to the other or to third parties at any time.

12. WHEN AGREEMENT TAKES EFFECT. The considerations for this Agreement are the mutual promises herein contained and the marriage about to be solemnized. This Agreement shall become effective upon its execution by the parties and the subsequent marriage of the parties.

13. CONVEYANCES. Each party shall, without compensation, join as grantor in any and all conveyances of property made by the other party or by his or her heirs, devisees, or personal representatives, thereby relinquishing all claim to the property so conveyed, including without limitation any dower or homestead rights, and further, each party shall, upon the other's request, take any and all steps to execute, acknowledge, and deliver to the other party any and all further instruments necessary or expedient to effectuate the purpose and intent of this Agreement.

14. DISCLOSURE OF ASSETS AND INCOME. Each party acknowledges that the other party has advised him or her of the other party's means, resources, income, and the nature and extent of the other party's properties and holdings (including, but not limited to, the financial information set forth in Exhibit A and Exhibit B attached hereto and

incorporated herein by reference) and that there is a likelihood for substantial appreciation of those assets subsequent to the marriage of the parties.

15. ESTIMATION OF VALUES BY THE PARTIES. It is agreed that the values set forth in Exhibits A and B are provided to identify particular assets and to estimate value for purposes of this Agreement and not for any other purpose. Because these values are difficult to ascertain, they are acknowledged by the parties, where applicable, to be estimates only, and are not necessarily based on any professional or independent appraisal. Each party acknowledges that a more exact value could be ascertained by appraisal of certain assets, and each party has been offered the opportunity to insist upon such appraisals.

16. THIS AGREEMENT IS INTENDED TO PROMOTE MARITAL HARMONY. The parties enter into this Antenuptial Agreement fully intending to become happily married and further intending, by this Antenuptial Agreement, to promote and enhance their impending marriage, recognizing that should they subsequently separate, seek or obtain a divorce, separation or annulment, their mutual peace of mind will be preserved by this Agreement in that it fixes their duties and rights respecting their separate estates and support obligations. Both parties believe this Agreement will be conducive to the harmony, success and strength of their anticipated life-long marriage and will allow them to devote their full attention to its success and growth and their enjoyment thereof without anxiety concerning what their duties and rights would otherwise be in the event of annulment, legal separation or divorce.

17. SEPARATE COUNSEL. Each party hereby acknowledges that he or she has had a full opportunity to examine this Agreement and to confer with his or her separate legal counsel concerning same and is satisfied that he or she has been adequately represented and has had all rights and the nature of all waivers fully explained. He or she has entered into this Agreement freely and voluntarily after taking into account the advice of his or her own legal counsel.

18. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or undertakings, oral or otherwise, other than those expressly set forth.

19. BENEFIT. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, and assigns.

20. GOVERNING LAW. This Agreement is made and executed in the State of Michigan, and this Agreement shall be construed under the laws of the State of Michigan. If, at any time during the existence of their marriage, the parties hereto become residents of a state under the laws of which a husband and wife acquire community property rights or any other property rights different from the property interests of a husband and wife under the laws of the State of Michigan, the respective property interests and other rights or claims of the parties hereto shall remain the same as they would have been under the provisions of this Agreement and shall be construed under the laws of the State of

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the
2 day of July, 1999.

WITNESSES:

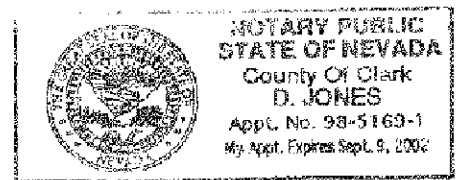
/s/ *Wilbert Roy Holmes*
Wilbert Roy Holmes

/s/ *Capucine Yolanda Davis*
Capucine Yolanda Davis

STATE OF NEVADA)
) ss.
Clark COUNTY)

On this 2 day of July, 1999, before me personally appeared Wilbert Roy Holmes, and made oath that he has read the foregoing Antenuptial Agreement by him subscribed, consulted legal counsel with respect to the Agreement, understands the terms of the Agreement and signs the document of his own free will and accord.

/s/ *D. Jones*
Notary Public, Clark County
My commission expires 9/9/2002



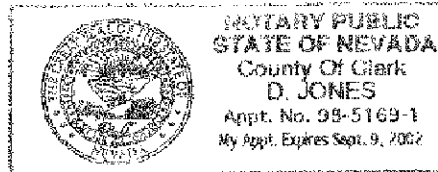
STATE OF NEVADA)
) ss.
Clark COUNTY)

On this 2 day of July, 1999, before me personally appeared Capucine Yolanda Davis, and made oath that she has read the foregoing Antenuptial Agreement by

her subscribed, consulted legal counsel with respect to the Agreement, understands the terms of the Agreement and signs the document of her own free will, and accord.

[Signature]
Notary Public, Clark County
My commission expires 9-9-2002

DI:175925.1
ID:CAF



FINANCIAL STATEMENT OF WILBERT ROY HOLMES

JUNE 28, 1999

ASSETS:

Cash and Savings:

Cash, Savings Accounts, CDs	6,000.00
Money-Market Funds	8,700.00

Taxable Investments: (excluding retirement accounts)

Stocks	1,500.00
Stock and Bond Mutual Funds	99,800.00
Investment Real Estate	800,000.00
Cash value of life insurance	1,500.00

Retirement Accounts/Annuities	62,000.00
---	-----------

Home and Personal Property

Cars, recreational vehicles, art, collectibles, jewelry and furnishings	<u>35,000.00</u>
---	------------------

TOTAL ASSETS	950,000.00
------------------------	------------

LIABILITIES

Car loans/lease	-20,000.00
---------------------------	------------

Credit Card Balances	-2,000.00
--------------------------------	-----------

Installment Loans	-2,000.00
-----------------------------	-----------

TOTAL LIABILITIES	(24,000.00)
-----------------------------	-------------

TOTAL NET ASSETS	926,000.00
----------------------------	------------

EXHIBIT B

FINANCIAL STATEMENT OF Capucine YOLANDA DAVIS

JUNE 28, 1993

ASSETS

Savings	<u>\$ 2,000.00</u>
---------------	--------------------

LIABILITIES

Debt for Automobile	<u>\$ 2,500.00</u>
---------------------------	--------------------

** TOTAL PAGE 10 **

DISTRICT COURT
CLARK COUNTY, NEVADA


CLERK OF THE COURT

Capucine Yolanda Holmes, Plaintiff
vs.
Wilbert Roy Holmes, Defendant.

Case No.: D-15-523582-D
Department J
Date: February 24, 2016
Time: 11:00 AM

NOTICE OF NRCP 16.2 CASE MANAGEMENT CONFERENCE

Marsha Kimble-Simms, Esq., Attorney for Capucine Yolanda Holmes;

Wilbert Roy Holmes, Defendant in Proper Person;

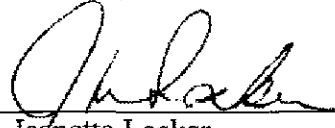
Please be advised that, in accordance with NRCP 16.2, the above-entitled matter has been scheduled for a Case Management Conference. The hearing will be heard by the Honorable RENA G. HUGHES, at the Family Courts and Services Center, 601 N. Pecos Rd., Las Vegas, Nevada. The conference will be held on February 24, 2016, at the hour of 11:00 AM, in Department J, Courtroom 4. It is Department J's policy for both parties to file a Financial Disclosure Form with copies of their last three (3) paystubs and the prior year's W-2 attached at least seven (7) days prior to the hearing.

If a Decree is submitted prior to the hearing date, the hearing will automatically be vacated.

PARTIES AND COUNSEL'S PRESENCE IS NECESSARY.

HONORABLE RENA G. HUGHES

By:



Jeanette Lacker
Judicial Executive Assistant, Department J

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on the above file stamp date:

☒ I have e-served pursuant to NEFCR 9 and or placed a copy of the foregoing Notice of Case Management Conference in the appropriate attorney folder located in the Clerk of the Court's Office of:

Marsha Kimble-Simms

☒ I have e-served pursuant to NEFCR 9 and or mailed, via first-class mail, postage fully prepaid the foregoing Notice of Case Management Conference to:

Wilbert Roy Holmes
10550 Patrington Ct
Las Vegas, NV 89183

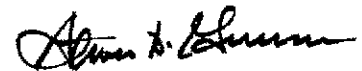


Jeannette Lacker
Judicial Executive Assistant
Department J

THIS SEALED
DOCUMENT,
NUMBERED PAGE(S)
41 - 48
WILL FOLLOW VIA
U.S. MAIL

ORIGINAL

Electronically Filed
02/02/2016 03:17:33 PM



CLERK OF THE COURT

1 **NOTC**
David A. Stephens, Esq.
2 Nevada Bar No. 00902
Stephens, Gourley & Bywater
3 3636 North Rancho Drive
Las Vegas, Nevada 89130
4 Telephone: (702) 656-2355
Facsimile: (702) 656-2776
5 Email: dstephens@sgblawfirm.com
Attorney for Defendant

6
7 DISTRICT COURT
8 CLARK COUNTY, NEVADA

9 CAPUCINE Y. HOLMES,

10 Plaintiff,

11 vs.

12 WILBERT R. HOLMES,

13 Defendant.

Case No. D-15-523582-D

Dept. No. J

14 **NOTICE OF APPEARANCE AND REQUEST FOR NOTICE**

15 Please take notice that David A. Stephens, Esq., the law offices of Stephens, Gourley &
16 Bywater, hereby appears as attorney of record for Wilbert R. Holmes in this matter.

17 YOU ARE HEREBY REQUESTED to serve upon the undersigned a copy of any and all
18 motions, applications, pleadings, notices of hearings, or any other papers which you may file in
19 this domestic/case.

20 Dated this 29 day of January, 2016.



21
22 David A. Stephens, Esq.
23 Nevada Bar No. 00902
24 Stephens, Gourley & Bywater
25 3636 North Rancho Drive
26 Las Vegas, Nevada 89130
27 Attorney for Defendant
28

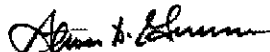
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF MAILING

I hereby certify that I am an employee of the law office of STEPHENS, GOURLEY & BYWATER, and that on the 29th day of January, 2016, I served a true copy of the foregoing **NOTICE OF APPEARANCE AND REQUEST FOR NOTICE**, by depositing the same in a sealed envelope upon which first class postage was fully prepaid, and addressed as follows:

Marsha Kimble-Simms, Esq.
Simms Law firm, LLC
1918 Night Shadow Avenue
North Las Vegas, Nevada 89031

Paula Timmons
An employec of Stephens, Gourley & Bywater


CLERK OF THE COURT

CC03
Marsha Kimble-Simms, Esq.
Nevada Bar No.:008530
SIMMS LAW FIRM, LLC
1918 Night Shadow Ave.
North Las Vegas, Nevada 89031
(702) 275-4185 (O)
(702) 664-0457 (F)
SIMMSLAWFIRM@AOL.COM
Attorney for Plaintiff,
CAPUCINE Y. HOLMES

**DISTRICT COURT
CLARK COUNTY, NEVADA**

CAPUCINE Y. HOLMES,

Plaintiff,

vs.

WILBERT R. HOLMES,

Defendant

Case No.: D-15-523582-D
Department: J

**SUBPOENA DUCES TECUM FOR
BUSINESS RECORDS**
(No Appearance Required)

THE STATE OF NEVADA TO :

The Custodian of Records or Other Qualified Person at:

Business/Organization Name: Home Away Attn: Legal Department
Address: 1011 W. 5th Street, Suite 300, Austin, TX 78703
Telephone No.: 512.505.1117

YOU ARE ORDERED, pursuant to NRCP 45, to produce and permit inspection and copying of
the books, documents, or tangible things set forth below that are in your possession, custody, or control,
by one of the following methods:

Delivering a true, legible, and durable copy of the business records described below to the
requesting attorney by United States mail or similar delivery service, no later than February 17, 2016 at
the following address:

SIMMS LAW FIRM, LLC
Marsha Kimble Simms, Esq.
1918 Night Shadow Ave.,
North Las Vegas, Nevada 89031.

1 All documents shall be produced as they are kept in the usual course of business or shall be
2 organized and labeled to correspond with the categories listed. NRCp 45(d)(1).

3 **YOU ARE FURTHER ORDERED** to authenticate the business records produced, pursuant to
4 NRS 52.260, and to provide with your production a completed Certificate of Custodian of Records in
5 substantially the form attached as Exhibit "B."

6 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served upon
7 that person may be deemed a contempt of the court, NRCp 45(c), punishable by a fine not exceeding
8 \$500 and imprisonment not exceeding 25 days, NRS 22.100. Additionally, a witness disobeying a
9 subpoena shall forfeit to the aggrieved party \$100 and all damages sustained as a result of the failure to
10 attend, and a warrant may issue for the witness' arrest. NRS 50.195, 50.205, and 22.100(3).

11 Please see the attached Exhibit "A" for information regarding your rights and responsibilities
12 relating to this Subpoena.
13

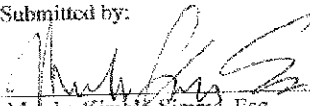
14 Steven D. [unclear] CLERK OF COURT

15 By:  02/04/16

16 VALENTINA ORTEGA
17 Deputy Clerk

Date:

18 Submitted by:

19 
20 Marsha Kimble-Simms, Esq.
21 Nevada Bar No.:008530
22 SIMMS LAW FIRM, LLC
23 1918 Night Shadow Ave.
24 North Las Vegas, Nevada 89031
25 (702) 275-4185 (O)
26 SIMMSLAWFIRM@AOL.COM
27 Attorney for Plaintiff,
28 CAPUCINE Y. HOLMES

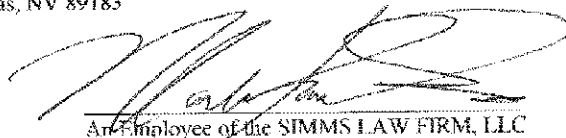
ITEMS TO BE PRODUCED

An itemized statement of all rental income generated by HomeAway for all properties listed by Wilbert R. Holmes including the property located at 10550 Patrington Ct., Las Vegas, NV 89183, and all revenue generated including current and for which payment may be expected in the future, by producing copies records or by a separate itemization and the name of the all financial institutions where revenue generated is deposited and the bank account number(s).

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on September, 2016, pursuant to NRCP
5(b)(2)(B), I placed a true and correct copy of the foregoing SUBPOENA DUCES TECUM FOR
BUSINESS RECORDS in the United States Mail, with first-class postage prepaid, addressed to the
following:

Wilbert R. Holmes
10550 Pattrington Ct.
Las Vegas, NV 89183



An Employee of the SIMMS LAW FIRM, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA


CLERK OF THE COURT

CAPUCINE YOLANDA HOLMES,
PLAINTIFF
VS.
WILBERT ROY HOLMES,
DEFENDANT.

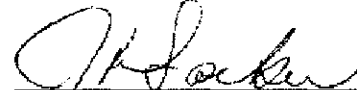
CASE NO: D-15-523582-D
DEPARTMENT J

NOTICE OF RESCHEDULING OF HEARING

Please be advised that the date and time of a hearing set before the Honorable
RENA G. HUGHES has been changed. The Case Management Conference,
presently scheduled for February 24, 2016, at 11:00 AM, has been rescheduled to
February 24, 2016, at 10:00 AM.

HONORABLE RENA G. HUGHES

By:



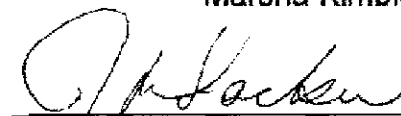
Jeanette Lacker
Judicial Executive Assistant

CERTIFICATE OF SERVICE

I hereby certify that I caused the foregoing Notice to be served by ☐ facsimile,
by ☒ placing a copy in the attorney's folder in the Court clerk's office, or by ☐ mailing,
to:

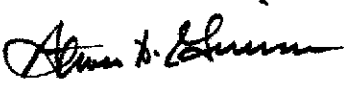
David Allen Stephens, Esq.

Marsha Kimble-Simms, Esq.



Jeanette Lacker
Judicial Executive Assistant
Department J

SUBT
RACHEL M. JACOBSON, ESQ.
Nevada Bar No. 107827
JACOBSON LAW OFFICE, LTD
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
(702) 601-0770


CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

CAPUCHINE VOLANITA HOLMES,

PLAINTIFF,

vs.

WILBERT ROY HOLMES,

DEFENDANT.

Case No. D-15-31382-D
Date Filed 2/18/16

SUBSTITUTION OF ATTORNEY

Defendant, WILBERT ROY HOLMES, hereby substitutes Rachel M. Jacobson, Esq. in
the above-captioned action in the place and stead of David Allen Stephann, Esq.

DATED this 17th day of February, 2016.


Wilbert Roy Holmes, Defendant

1 Rachel M. Jacobson, Esq. does hereby agree to be substituted in the place and stead of
2 David Allen Stephens, Esq. as attorney of record for Defendant, Wilbert Roy Holmes, in the
3 above-entitled action.

4 DATED this 17 day of February, 2016.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000
1001
1002
1003
1004
1005
1006
1007
1008
1009
1010
1011
1012
1013
1014
1015
1016
1017
1018
1019
1020
1021
1022
1023
1024
1025
1026
1027
1028
1029
1030
1031
1032
1033
1034
1035
1036
1037
1038
1039
1040
1041
1042
1043
1044
1045
1046
1047
1048
1049
1050
1051
1052
1053
1054
1055
1056
1057
1058
1059
1060
1061
1062
1063
1064
1065
1066
1067
1068
1069
1070
1071
1072
1073
1074
1075
1076
1077
1078
1079
1080
1081
1082
1083
1084
1085
1086
1087
1088
1089
1090
1091
1092
1093
1094
1095
1096
1097
1098
1099
1100
1101
1102
1103
1104
1105
1106
1107
1108
1109
1110
1111
1112
1113
1114
1115
1116
1117
1118
1119
1120
1121
1122
1123
1124
1125
1126
1127
1128
1129
1130
1131
1132
1133
1134
1135
1136
1137
1138
1139
1140
1141
1142
1143
1144
1145
1146
1147
1148
1149
1150
1151
1152
1153
1154
1155
1156
1157
1158
1159
1160
1161
1162
1163
1164
1165
1166
1167
1168
1169
1170
1171
1172
1173
1174
1175
1176
1177
1178
1179
1180
1181
1182
1183
1184
1185
1186
1187
1188
1189
1190
1191
1192
1193
1194
1195
1196
1197
1198
1199
1200
1201
1202
1203
1204
1205
1206
1207
1208
1209
1210
1211
1212
1213
1214
1215
1216
1217
1218
1219
1220
1221
1222
1223
1224
1225
1226
1227
1228
1229
1230
1231
1232
1233
1234
1235
1236
1237
1238
1239
1240
1241
1242
1243
1244
1245
1246
1247
1248
1249
1250
1251
1252
1253
1254
1255
1256
1257
1258
1259
1260
1261
1262
1263
1264
1265
1266
1267
1268
1269
1270
1271
1272
1273
1274
1275
1276
1277
1278
1279
1280
1281
1282
1283
1284
1285
1286
1287
1288
1289
1290
1291
1292
1293
1294
1295
1296
1297
1298
1299
1300
1301
1302
1303
1304
1305
1306
1307
1308
1309
1310
1311
1312
1313
1314
1315
1316
1317
1318
1319
1320
1321
1322
1323
1324
1325
1326
1327
1328
1329
1330
1331
1332
1333
1334
1335
1336
1337
1338
1339
1340
1341
1342
1343
1344
1345
1346
1347
1348
1349
1350
1351
1352
1353
1354
1355
1356
1357
1358
1359
1360
1361
1362
1363
1364
1365
1366
1367
1368
1369
1370
1371
1372
1373
1374
1375
1376
1377
1378
1379
1380
1381
1382
1383
1384
1385
1386
1387
1388
1389
1390
1391
1392
1393
1394
1395
1396
1397
1398
1399
1400
1401
1402
1403
1404
1405
1406
1407
1408
1409
1410
1411
1412
1413
1414
1415
1416
1417
1418
1419
1420
1421
1422
1423
1424
1425
1426
1427
1428
1429
1430
1431
1432
1433
1434
1435
1436
1437
1438
1439
1440
1441
1442
1443
1444
1445
1446
1447
1448
1449
1450
1451
1452
1453
1454
1455
1456
1457
1458
1459
1460
1461
1462
1463
1464
1465
1466
1467
1468
1469
1470
1471
1472
1473
1474
1475
1476
1477
1478
1479
1480
1481
1482
1483
1484
1485
1486
1487
1488
1489
1490
1491
1492
1493
1494
1495
1496
1497
1498
1499
1500
1501
1502
1503
1504
1505
1506
1507
1508
1509
1510
1511
1512
1513
1514
1515
1516
1517
1518
1519
1520
1521
1522
1523
1524
1525
1526
1527
1528
1529
1530
1531
1532
1533
1534
1535
1536
1537
1538
1539
1540
1541
1542
1543
1544
1545
1546
1547
1548
1549
1550
1551
1552
1553
1554
1555
1556
1557
1558
1559
1560
1561
1562
1563
1564
1565
1566
1567
1568
1569
1570
1571
1572
1573
1574
1575
1576
1577
1578
1579
1580
1581
1582
1583
1584
1585
1586
1587
1588
1589
1590
1591
1592
1593
1594
1595
1596
1597
1598
1599
1600
1601
1602
1603
1604
1605
1606
1607
1608
1609
1610
1611
1612
1613
1614
1615
1616
1617
1618
1619
1620
1621
1622
1623
1624
1625
1626
1627
1628
1629
1630
1631
1632
1633
1634
1635
1636
1637
1638
1639
1640
1641
1642
1643
1644
1645
1646
1647
1648
1649
1650
1651
1652
1653
1654
1655
1656
1657
1658
1659
1660
1661
1662
1663
1664
1665
1666
1667
1668
1669
1670
1671
1672
1673
1674
1675
1676
1677
1678
1679
1680
1681
1682
1683
1684
1685
1686
1687
1688
1689
1690
1691
1692
1693
1694
1695
1696
1697
1698
1699
1700
1701
1702
1703
1704
1705
1706
1707
1708
1709
1710
1711
1712
1713
1714
1715
1716
1717
1718
1719
1720
1721
1722
1723
1724
1725
1726
1727
1728
1729
1730
1731
1732
1733
1734
1735
1736
1737
1738
1739
1740
1741
1742
1743
1744
1745
1746
1747
1748
1749
1750
1751
1752
1753
1754
1755
1756
1757
1758
1759
1760
1761
1762
1763
1764
1765
1766
1767
1768
1769
1770
1771
1772
1773
1774
1775
1776
1777
1778
1779
1780
1781
1782
1783
1784
1785
1786
1787
1788
1789
1790
1791
1792
1793
1794
1795
1796
1797
1798
1799
1800
1801
1802
1803
1804
1805
1806
1807
1808
1809
1810
1811
1812
1813
1814
1815
1816
1817
1818
1819
1820
1821
1822
1823
1824
1825
1826
1827
1828
1829
1830
1831
1832
1833
1834
1835
1836
1837
1838
1839
1840
1841
1842
1843
1844
1845
1846
1847
1848
1849
1850
1851
1852
1853
1854
1855
1856
1857
1858
1859
1860
1861
1862
1863
1864
1865
1866
1867
1868
1869
1870
1871
1872
1873
1874
1875
1876
1877
1878
1879
1880
1881
1882
1883
1884
1885
1886
1887
1888
1889
1890
1891
1892
1893
1894
1895
1896
1897
1898
1899
1900
1901
1902
1903
1904
1905
1906
1907
1908
1909
1910
1911
1912
1913
1914
1915
1916
1917
1918
1919
1920
1921
1922
1923
1924
1925
1926
1927
1928
1929
1930
1931
1932
1933
1934
1935
1936
1937
1938
1939
1940
1941
1942
1943
1944
1945
1946
1947
1948
1949
1950
1951
1952
1953
1954
1955
1956
1957
1958
1959
1960
1961
1962
1963
1964
1965
1966
1967
1968
1969
1970
1971
1972
1973
1974
1975
1976
1977
1978
1979
1980
1981
1982
1983
1984
1985
1986
1987
1988
1989
1990
1991
1992
1993
1994
1995
1996
1997
1998
1999
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044
2045
2046
2047
2048
2049
2050
2051
2052
2053
2054
2055
2056
2057
2058
2059
2060
2061
2062
2063
2064
2065
2066
2067
2068
2069
2070
2071
2072
2073
2074
2075
2076
2077
2078
2079
2080
2081
2082
2083
2084
2085
2086
2087
2088
2089
2090
2091
2092
2093
2094
2095
2096
2097
2098
2099
2100
2101
2102
2103
2104
2105
2106
2107
2108
2109
2110
2111
2112
2113
2114
2115
2116
2117
2118
2119
2120
2121
2122
2123
2124
2125
2126
2127
2128
2129
2130
2131
2132
2133
2134
2135
2136
2137
2138
2139
2140
2141
2142
2143
2144
2145
2146
2147
2148
2149
2150
2151
2152
2153
2154
2155
2156
2157
2158
2159
2160
2161
2162
2163
2164
2165
2166
2167
2168
2169
2170
2171
2172
2173
2174
2175
2176
2177
2178
2179
2180
2181
2182
2183
2184
2185
2186
2187
2188
2189
2190
2191
2192
2193
2194
2195
2196
2197
2198
2199
2200
2201
2202
2203
2204
2205
2206
2207
2208
2209
2210
2211
2212
2213
2214
2215
2216
2217
2218
2219
2220
2221
2222
22

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of JACOBSON LAW OFFICE, LTD., and that on this 18th day of February, 2016, I caused the above and foregoing document entitled "Substitution of Attorney" to be served as follows:

☐ BY ELECTRONIC SERVICE: Pursuant to EDCR 8.05(h), EDCR 8.05(i), NRCP 5(b)(2)(D) and Administrative Order 14-3 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

☒ BY MAIL: Pursuant to NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope upon which first class mail postage was prepaid in Henderson, Nevada;

☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via facsimile;

☐ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail;

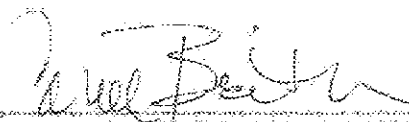
☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope, return receipt requested.

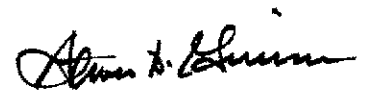
To the party(s) listed below at the address, email address, and/or facsimile number indicated below:

Wilbert R. Holmes
16550 Pattington Court
Las Vegas, Nevada 89183

David Allen Stephens, Esq.
Stephens, Courtney & Bywater
3636 North Rancho Drive
Las Vegas, NV 89130

Marsita Kimble-Simms, Esq.
Simms Law Firm, LLC
1918 Night Shadow Avenue
North Las Vegas, Nevada 89031


An employee of JACOBSON LAW OFFICE, LTD.



CLERK OF THE COURT

1 **NOT**
2 RACHEL M. JACOBSON, ESQ.
3 Nevada Bar No. 007827
4 JACOBSON LAW OFFICE, LTD
5 64 North Pecos Road, Suite 200
6 Henderson, Nevada 89074
7 (702) 601-0770
8 *Attorney for Defendant*

DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA

9 **CAPUCINE YOLANDA HOLMES,**

10 **PLAINTIFF,**

11 **VS.**

12 **WILBERT ROY HOLMES,**

13 **DEFENDANT.**

Case No. **D-15-523582-D**

Dept. No. **J**

Date of Hearing: 2/24/2016

Time of Hearing: 10:00 a.m.

NOTICE OF UNAVAILABILITY

14 COMES NOW RACHEL M. JACOBSON, ESQ., attorney for Defendant, Wilbert Roy
15 Holmes, and files this Notice of Unavailability to attend the Case Management Conference now
16 scheduled for February 24, 2016 at 10:00 a.m. as undersigned counsel has pre-scheduled
17 appointment of a personal nature which appointment cannot be rescheduled. As such, counsel
18 respectfully requests a short continuance of the Case Management Conference and that same be
19 set at a time convenient for Court and opposing counsel, Marsha Kimble-Simms, Esq., after
20 March 8, 2016.

21 DATED this 18th day of February, 2016.

22 *Respectfully submitted,*
23 JACOBSON LAW OFFICE, LTD

24 /s/ Rachel M. Jacobson, Esq.
25 Rachel M. Jacobson, Esq.
26 Nevada Bar No. 007827
27 64 North Pecos Road, Suite 200
28 Henderson, Nevada 891074
(702) 601-0770

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of JACOBSON LAW OFFICE,
3 LTD., and that on this 18th day of February, 2016, I caused the above and foregoing document
4 entitled "Notice of Unavailability" to be served as follows:

5
6 ☐ BY ELECTRONIC SERVICE: Pursuant to EDCR 8.05(a), EDCR 8.05(l), NRCP 5(b)(2)(D)
7 and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic
8 Service in the Eighth Judicial District Court," by mandatory electronic service through the
9 Eighth Judicial District Court's electronic filing system;

10 ☒ BY MAIL: Pursuant to NRCP 5(b), I placed a true copy thereof enclosed in a sealed
11 envelope upon which first class mail postage was prepaid in Henderson, Nevada;

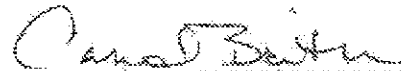
12 ☒ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document
13 this date via facsimile;

14 ☐ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing
15 document this date via electronic mail;

16 ☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope, return
17 receipt requested.

18 To the party(s) listed below at the address, email address, and/or facsimile number indicated
19 below:

20 Marsha Kimble-Simms, Esq.
21 Simms Law Firm, LLC
22 1918 Night Shadow Avenue
23 North Las Vegas, Nevada 89031
24 Facsimile: (702) 664-0457

25
26
27
28


An employee of JACOBSON LAW OFFICE, LTD.

Feb 18 2016 4:11PM

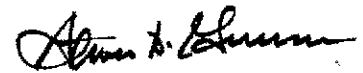
Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
------	------	------	------------	----------	-------	--------

				Digital Fax		
--	--	--	--	-------------	--	--

Feb 18	4:10PM	Fax Sent	7026640457	0:56 N/A	2	OK
--------	--------	----------	------------	-------------	---	----

DISTRICT COURT
CLARK COUNTY, NEVADA


CLERK OF THE COURT

CAPUCINE YOLANDA HOLMES,
PLAINTIFF
VS.
WILBERT ROY HOLMES,
DEFENDANT.

CASE NO: D-15-523582-D
DEPARTMENT J

NOTICE OF RESCHEDULING OF HEARING

Please be advised that the date and time of a hearing set before the Honorable RENA G. HUGHES has been changed. The Case Management Conference, presently scheduled for February 24, 2016, at 11:00 AM, has been rescheduled to March 30, 2016, at 11:00 AM.

HONORABLE RENA G. HUGHES

By:



Jeanette Lacker
Judicial Executive Assistant

CERTIFICATE OF SERVICE

I hereby certify that I caused the foregoing Notice to be served by ☐ facsimile, by ☒ placing a copy in the attorney's folder in the Court clerk's office, or by ☐ mailing, to:

Marsha Kimble-Simms, Esq.

Rachel M. Jacobson, Esq.


Jeanette Lacker
Judicial Executive Assistant
Department J

THIS SEALED
DOCUMENT,
NUMBERED PAGE(S)
63 - 70
WILL FOLLOW VIA
U.S. MAIL

DISTRICT COURT
CLARK COUNTY, NEVADA

FILED IN OPEN COURT

3/30/16

STEVEN D. GRIERSON
CLERK OF THE COURT

BY


DEPUTY

CAPUCINE YOLANDA HOLMES,
PLAINTIFF
VS.
WILBERT ROY HOLMES,
DEFENDANT.

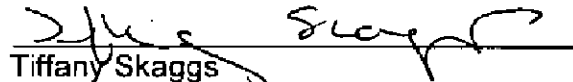
CASE NO: D-15-523582-D
DEPARTMENT J

NOTICE OF RESCHEDULING OF HEARING

Please be advised that the date and time of a hearing set before the **Honorable RENA G. HUGHES** has been changed. The ~~Case~~ **Case Management Conference**, presently scheduled for March 30, at **11:00 AM**, has been rescheduled, to the **6th day of April, 2016, 11:00 AM**.

HONORABLE RENA G. HUGHES

By:


Tiffany Skaggs
Court Clerk

CERTIFICATE OF SERVICE

I hereby certify that I caused the foregoing Notice to be served by ☐ facsimile, by
X placing a copy in the attorney's folder in the Court clerk's office, or by ☐ mailing, to:

Marsha Kimble-Simms
The Atrium Business Tower
333 N Rancho Drive Ste 740
Las Vegas, NV 89106

Rachel M. Jacobson
64 N Pecos RD STE 200
Henderson, NV 89074


Tiffany Skaggs
Court Clerk
Department J

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA


CLERK OF THE COURT

Capucine Yolanda Holmes, Plaintiff
vs.
Wilbert Roy Holmes, Defendant.

Case No.: D-15-523582-D
Department J
Calendar Call: September 27, 2016
Trial: October 11, 2016 at 1:30 PM
Stack #: 2

TRIAL MANAGEMENT ORDER

TO COUNSEL AND LITIGANTS IN PROPER PERSON: This Order sets forth critical dates and times for the Trial scheduled in this case. It is the responsibility of the attorneys for the litigants, or the self-represented litigants, to meet the deadlines and to appear for the following required proceedings.

- a. **Current Financial Disclosure Form:** Due ten (10) days before Trial. Must have three (3) most recent paycheck stubs attached;
- b. **Calendar Call date:** September 27, 2016 at 11:00 AM. Personal appearance is required, unless Court permits telephonic appearance in advance;
- c. **Pre-Trial Memorandum/Brief:** must be filed and served by Calendar Call date;
- d. **Meet and Confer:** litigants and/or counsel must meet, exchange proposed exhibits, and discuss which exhibits may be admitted without objection, pursuant to EDCR 5.87, no later than the date of Calendar Call; and
- e. **Trial:** October 11, 2016 at 1:30 PM.

1
2 **IT IS HEREBY ORDERED** that failure by counsel or litigants to meet the
3 requirements of NRCP 16.2, the above deadlines, or failure to appear as required by this
4 Order, may result in sanctions, and the party or attorney may be required to pay reasonable
5 expenses and attorneys' fees incurred due to noncompliance with this Order, (see NRCP
6 37(b)(2)(B), (C), (D), NRCP 16(f), EDCR 2.68, EDCR 2.69, EDCR 5.87).
7

8 **EXHIBITS AND WITNESS LISTS**

9 **IT IS FURTHER ORDERED** that Counsel or self-represented litigants are to
10 provide a final **LIST** of proposed Exhibits and Witnesses no later than **Twenty (20) days**
11 **prior to Calendar call. COPIES of PROPOSED EXHIBITS, marked, tabbed and**
12 **organized in a three-ringed binder** are due to the Court no later than **CALENDAR**
13 **CALL**. Failure to provide the foregoing may result in such exhibits or evidence being
14 excluded or other appropriate court-imposed sanctions against counsel or self-represented
15 litigant.
16

17 **IT IS FURTHER ORDERED** that this case will be tried in such an order as the
18 Court directs. Requests for continuances shall be in writing and served upon opposing
19 counsel or self-represented party, and a hearing shall be held on the merits at least three (3)
20 days prior to the time of trial. Sanctions may be imposed if undue delay is exercised in
21 bringing motions to continue or any other action that will disturb the trial date. For good
22 cause shown, where both counsel or parties stipulate at the calendar call, and where the
23 Court does not disagree, the Court has the discretion to grant an oral request for a
24 continuance.
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DISCOVERY DEADLINE

Discovery deadline shall be twenty (20) days prior to the Trial date, unless stipulated in writing otherwise.

SETTLEMENT DURING PENDENCY OF THE ACTION

If this case is settled during the pendency of this action, counsel or self-represented parties shall exercise due diligence in advising the department and the clerk by providing a Stipulation and Order to that effect, so that any future hearing dates can be vacated.

DATED: 11th day of April, 2016



Rena G. Hughes
District Judge
Department J

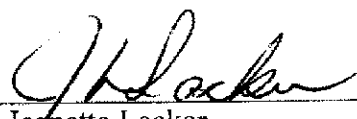
1
2 **CERTIFICATE OF SERVICE**

3 I hereby certify that on the above file stamped date:

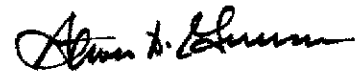
4 I have e-served pursuant to NEFCR 9 and or placed a copy of the foregoing TRIAL
5 MANAGEMENT ORDER in the appropriate attorney folder located in the Clerk of the
6 Court's Office of:

7 Marsha Kimble-Simms, Esq.
8 Rachel M. Jacobson, Esq.

9 I have e-served pursuant to NEFCR 9 and or mailed, via first-class mail, postage fully
10 prepaid the foregoing TRIAL MANAGEMENT ORDER to:

11 

12 Jeannette Lacker
13 Judicial Executive Assistant
14 Department J
15
16
17
18
19
20
21
22
23
24
25
26
27
28



CLERK OF THE COURT

MOT
RACHEL M. JACOBSON, ESQ
Nevada Bar No. 7827
JACOBSON LAW OFFICE, LTD
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
PH: 702/601-0770
FAX: 702/990-6445

DISTRICT COURT

CLARK COUNTY, NEVADA

CAPUCINE YOLANDA HOLMES,

PLAINTIFF,

vs.

WILBERT ROY HOLMES,

DEFENDANT.

Case No. D-15-523582-D

Dept. No. J

Date of Hearing: 5/17/16

Time of Hearing: 10:00 A.M.

MOTION TO WITHDRAW AS ATTORNEY OF RECORD FOR DEFENDANT

NOTICE: PURSUANT TO EDCR 5.25(b) YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE.

COMES NOW, RACHEL M. JACOBSON, ESQ., of the law office of JACOBSON LAW LTD., attorney of record for Defendant, WILBERT ROY HOLMES, and moves this Court for an order allowing her to withdraw from further representation of Defendant in this matter.

...

...

...

...

...

This Motion is based upon the Points and Authorities attached hereto, the Declaration of Rachel M. Jacobson, Esq., attached hereto, the pleading and papers on file herewith, and such argument as may be made by counsel at the time of the hearing of this matter.

DATED this 14th day of April, 2016.

Respectfully submitted by,
JACOBSON LAW OFFICE, LTD.



RACHEL M. JACOBSON, ESQ.
Nevada Bar No. 007827
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
PH: 702/601-0770

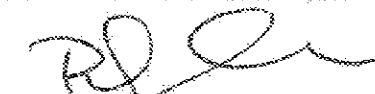
NOTICE OF MOTION

TO: Wilbert Roy Holmes, *Defendant*;
Capucine Yolanda Holmes, *Plaintiff*; and
Marsha Kimble-Simms, Esq., *Attorney for Plaintiff*;

PLEASE TAKE NOTICE that the undersigned will bring the foregoing MOTION TO WITHDRAW AS ATTORNEY OF RECORD FOR DEFENDANT on for hearing before the above-entitled Court on the 17th day of May, 2016 at the hour of 10:00 Am. or as soon thereafter as counsel may be heard.

Dated this 14th day of April, 2016.

Respectfully submitted by,
JACOBSON LAW OFFICE, LTD.



RACHEL M. JACOBSON, ESQ.
Nevada Bar No. 007827
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
PH: 702/601-0770

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 RELEVANT FACTS

4 Attorney, RACHEL M. JACOBSON, ESQ., hereby submits this request to withdraw as
5 attorney of record for Defendant, WILBERT ROY HOLMES, due to an impasse in representation
6 and communication between the Defendant and the undersigned and the office of the undersigned
7 rendering this matter unreasonably difficult.
8

9 II.

10 ARGUMENT

11 Nevada Supreme Court Rule 166(2) provides that a lawyer may withdraw from
12 representing a client "if withdrawal can be accomplished without material adverse effect on the
13 interests of the client." Rule 166(2) also allows a lawyer to withdraw if: (a) the client persists in a
14 course of action involving the lawyer's services that the lawyer reasonably believes is criminal or
15 fraudulent; (b) the client has used the lawyer's services to perpetrate a crime or fraud; (c) a client
16 insists upon pursuing an objective that the lawyer considers repugnant or imprudent; (d) the client
17 fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has
18 been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled; (e)
19 the representation will result in an unreasonable financial burden on the lawyer or has been
20 rendered unreasonably difficult by the client; or (f) other good cause for withdrawal exists.
21

22 E.D.C.R. 7.40(B)(2)(i) provides that when no attorney has been retained to replace the
23 attorney withdrawing, the Court may nonetheless grant a written motion to withdraw. The Rule
24 further provides that if the application to withdraw is made by the attorney, the attorney must
25 include in an affidavit the address, or last known address, at which the client may be served with
26 notice of further proceedings taken in the case in the event the application for withdrawal is
27
28

1 granted. The attorney must also serve a copy of the application upon the client and all other
2 parties to the action or their attorneys.

3 Attached hereto is the Declaration of RACHEL M. JACOBSON, Esq., in compliance
4 therewith.

5
6 **III.**

7 **CONCLUSION**

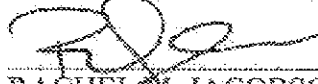
8 Based on the foregoing, the undersigned hereby submits her request to withdraw as
9 attorney of record for Defendant, WILBERT ROY HOLMES, as Mr. Holmes has failed to
10 communicate with his counsel.

11 The last known address and contact information for Mr. Holmes are as follows:

12 Mr. Wilbert Roy Holmes
13 10550 Pairington Court
14 Las Vegas, Nevada 89183
15 Cell Phone: (702) 281-5752
Email address: wholmes711@yahoo.com

16 Dated this 14 day of April, 2016.

17 Respectfully submitted by,
18 JACOBSON LAW OFFICE, LTD.

19 

20 RACHEL M. JACOBSON, ESQ.
21 Nevada Bar No. 007827
22 64 North Pecos Road, Suite 200
23 Henderson, Nevada 89074
24 PH: 702/601-0770
25 FAX: 702/990-6445
26
27
28

DECLARATION OF RACHEL M. JACOBSON, ESQ., IN SUPPORT OF MOTION
TO WITHDRAW AS ATTORNEY OF RECORD FOR DEFENDANT

RACHEL M. JACOBSON, ESQ., having been duly sworn, deposes and says:

1. I am an attorney duly licensed to practice law in the State of Nevada. My firm represents the Defendant, WILBERT ROY HOLMES, in the above-entitled action.

2. I make this Declaration based upon my own knowledge, save and except as to those matters alleged upon information and belief and, as to those matters, I believe them to be true.

3. I have read the foregoing Motion to Withdraw as Attorney of Record for Defendant, and can testify that the facts contained therein are true and correct to the best of my knowledge.

4. I hereby submit this request to withdraw as attorney of record for Defendant as Defendant and the undersigned as well as office of the undersigned have reached an impasse in communication rendering representation unreasonably difficult.

5. Defendant's last known address and contact information are:

Mr. Wilbert Roy Holmes
10550 Patrington Court
Las Vegas, Nevada 89183
Cell Phone: (702) 281-5752
Email address: wholmes711@yahoo.com

6. That I respectfully request that the firm of JACOBSON LAW OFFICE, LTD. be permitted to withdraw from further representation of the Defendant in this matter.

7. That I declare under the penalty of perjury under the laws of the State of Nevada (NRS 53.045) that the foregoing is true and correct.


RACHEL M. JACOBSON, ESQ.

DISTRICT COURT
CLARK COUNTY, NEVADA

Capucine Yolanda Holmes,

Plaintiff,

v.

Wilbert Roy Holmes,

Defendant.

CASE NO.: D-15-523582-D

DEPT NO.: J

FAMILY COURT
MOTION/OPPOSITION FEE
INFORMATION SHEET
(NRS 19.0312)

Party Filing Motion/Opposition : ☐ Plaintiff/Petitioner ☒ Defendant/Respondent

Motion to Withdraw as Attorney for Defendant

Motions and
Oppositions to Motions
filed after entry of a final
order pursuant to NRSS
125, 125B or 125C are
subject to the Re-open
filing fee of \$25.00,
unless specifically
excluded (NRS 19.0312)

NOTICE:

If it is determined that a motion or
opposition is filed without payment
of the appropriate fee, the matter
may be taken off the Court's
calendar or may remain undecided
until payment is made.

Mark correct answer with an "X"

1. No final Decree or Custody Order has been
entered. ☒ YES ☐ NO

2. This document is filed solely to adjust the amount of
support for a child. No other request is made.
☐ YES ☒ NO

3. This Motion is made for reconsideration or a new
trial and is filed within 10 days of the Judge's Order
if YES, provide file date of Order: 9/18/14
☐ YES ☒ NO

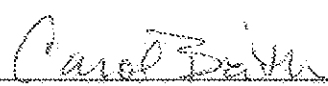
If you answered YES to any of the questions above,
you are not subject to the \$25 fee.

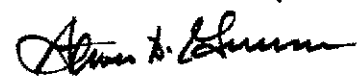
Motion/Opposition ☐ IS ☒ IS NOT subject to \$25 filing fee

Dated this 14th of August, 2016.

Carol Beitler

Printed Name of Preparer


Signature of Preparer



CLERK OF THE COURT

CERTS
RACHEL M. JACOBSON, ESQ.
Nevada Bar No. 007827
JACOBSON LAW OFFICE, LTD
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
(702) 601-0770
Attorney for Defendant

**DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA**

CAPUCINE YOLANDA HOLMES,
PLAINTIFF/COUNTERDEFENDANT,
VS.
WILBERT ROY HOLMES,
DEFENDANT/COUNTERCLAIMANT.

Case No. **D-15-523582-D**
Dept. No. **J**

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of JACOBSON LAW OFFICE, LTD., and that on this 18th day of April, 2016, I caused Attorney Rachel M. Jacobson's "MOTION TO WITHDRAW AS ATTORNEY OF RECORD FOR DEFENDANT" to be served as follows:

☒ BY MAIL: Pursuant to NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope upon which first class mail postage was prepaid in Henderson, Nevada;

☒ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail;

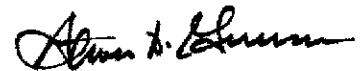
To the party(s) listed below at the address, email address, and/or facsimile number indicated below:

Marsha Kimble-Simms, Esq.
Simms Law Firm, LLC
1918 Night Shadow Avenue
North Las Vegas, Nevada 89031
simmslawfirm@aol.com

Mr. Wilbert Holmes
10550 Patrington Court
Las Vegas, Nevada 89183
wholmes711@yahoo.com



An employee of JACOBSON LAW OFFICE, LTD.



CLERK OF THE COURT

1 **ORD**
RACHEL M. JACOBSON, ESQ
2 Nevada Bar No. 7827
JACOBSON LAW OFFICE, LTD
3 64 North Pecos Road, Suite 200
Henderson, Nevada 89074
4 PH: 702/601-0770
5 FAX: 702/990-6445

6
7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9
10 **CAPUCINE YOLANDA HOLMES,**

11 **PLAINTIFF,**

12 **VS.**

13 **WILBERT ROY HOLMES**

14 **DEFENDANT**

Case No. **D-15-523582-D**
Dept. No. **J**

15 **ORDER**

16 **RE: MOTION TO WITHDRAW AS ATTORNEY OF RECORD FOR DEFENDANT**

17 This matter coming before the Court on Movant's Motion To Withdraw as Attorney of
18 Record for Defendant, WILBERT ROY HOLMES, and Plaintiff, CAPUCINE YOLANDA
19 HOLMES, having been properly served through counsel, by E-Mail and U.S. Mail, no opposition
20 having been filed, and good cause appearing, the Motion is granted.

21
22 The last known address and contact information for Mr. Holmes are as follows:

23 Mr. Wilbert Roy Holmes
24 10550 Patrington Court
25 Las Vegas, Nevada 89183
Cell Phone: (702) 281-5752
Email address: wholmes711@yahoo.com

26 ///
27 ///
28 ///

JACOBSON LAW OFFICE, LTD
64 NORTH PECOS ROAD, SUITE 200
HENDERSON, NEVADA 89074
TELEPHONE (702) 601-0770

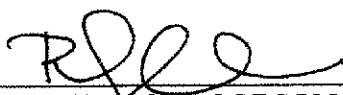
1 Movant, Rachel M. Jacobson is hereby withdrawn as counsel for the Defendant, WILBERT ROY
2 HOLMES.

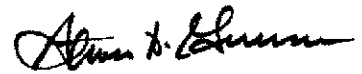
3 DATED this 16 day of May, 2016.

4
5 
6 DISTRICT COURT JUDGE

7 RENA G. HUGHES

8 *Respectfully submitted:*
9 JACOBSON LAW OFFICE, LTD.

10 
11 RACHEL M. JACOBSON, ESQ.
12 Nevada Bar No. 007827
13 64 North Pecos Road, Suite 200
14 Henderson, Nevada 89074
15 (702) 601-0770
16 *Movant*



CLERK OF THE COURT

1 **NEO**
2 Rachel M. Jacobson, Esq.
3 Nevada Bar No. 7827
4 JACOBSON LAW OFFICE, LTD
5 64 North Pecos Road, Suite 200
6 Henderson, Nevada 89074
7 Telephone: 702/601-0770
8 Facsimile: 702/990-6445

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

11 CAPUCINE YOLANDA HOLMES,

12 PLAINTIFF,

13 vs.

14 WILBERT ROY HOLMES,

15 DEFENDANT,

Case No. D-15-523582-D

Dept. No. J

NOTICE OF ENTRY OF ORDER
RE: MOTION TO WITHDRAW AS
ATTORNEY OF RECORD FOR
DEFENDANT

16 **PLEASE TAKE NOTICE** that an Order Re: Motion to Withdraw as Attorney of Record
17 for Defendant, attached hereto, was duly entered in the above-referenced case on the 16th day of
18 May, 2016.

19 DATED this 16th day of May, 2016.

20 *Respectfully Submitted by:*
21 JACOBSON LAW OFFICE, LTD

22 /s/ Rachel M. Jacobson, Esq.

23 **RACHEL M. JACOBSON, ESQ.**
24 Nevada Bar No. 007827
25 64 North Pecos Road, Suite 200
26 Henderson, Nevada 89074
27 (702) 601-0770
28

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of JACOBSON LAW OFFICE,
3 LTD., and that on this 11th day of May, 2016, I caused the above and foregoing document
4 entitled *NOTICE OF ENTRY OF ORDER RE: MOTION TO WITHDRAWN AS ATTORNEY*
5 *OF RECORD FOR DEFENDANT* to be served as follows:
6

7 ☒ BY MAIL: Pursuant to NRCP 5(b), I placed a true copy thereof enclosed in a sealed
8 envelope upon which first class mail postage was prepaid in Henderson, Nevada;

9 ☒ BY ELECTRONIC SERVICE: Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP
10 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of
11 Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory
electronic service through the Eighth Judicial District Court's electronic filing system;

12 ☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing
13 document this date via facsimile;

14 ☒ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the
15 foregoing document this date via electronic mail;

16 ☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope,
return receipt requested.

17 To the party(s) listed below at the address, email address, and/or facsimile number indicated
18 below:
19

20 Ms. Marsha Kimble-Simms, Esq.
21 1918 Night Shadow Avenue
22 N. Las Vegas, Nevada 89031
simmslawfirm@aol.com

23 Mr. Wilbert R. Holmes
24 10550 Patrington Court
25 Las Vegas, Nevada 89183
WHolmes711@yahoo.com

26
27 Carol B. B. B.
28 An employee of JACOBSON LAW OFFICE, LTD


CLERK OF THE COURT

1 **ORD**
2 RACHEL M. JACOBSON, ESQ
3 Nevada Bar No. 7827
4 JACOBSON LAW OFFICE, LTD
5 64 North Pecos Road, Suite 200
6 Henderson, Nevada 89074
7 PH: 702/601-0770
8 FAX: 702/990-6445

9
10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 **CAPUCINE YOLANDA HOLMES,**

13 **PLAINTIFF,**

14 **vs.**

15 **WILBERT ROY HOLMES**

16 **DEFENDANT**

Case No. D-15-523582-D
Dept. No. J

17 **ORDER**

18 **RE: MOTION TO WITHDRAW AS ATTORNEY OF RECORD FOR DEFENDANT**

19 This matter coming before the Court on Movant's Motion To Withdraw as Attorney of
20 Record for Defendant, WILBERT ROY HOLMES, and Plaintiff, CAPUCINE YOLANDA
21 HOLMES, having been properly served through counsel, by E-Mail and U.S. Mail, no opposition
22 having been filed, and good cause appearing, the Motion is granted.

23 The last known address and contact information for Mr. Holmes are as follows:

24 Mr. Wilbert Roy Holmes
25 10550 Patrington Court
26 Las Vegas, Nevada 89183
27 Cell Phone: (702) 281-5752
28 Email address: wholmes711@yahoo.com

///

///

///

JACOBSON LAW OFFICE, LTD
64 NORTH PECOS ROAD, SUITE 200
HENDERSON, NEVADA 89074
TELEPHONE (702) 601-0770

1 Movant, Rachel M. Jacobson is hereby withdrawn as counsel for the Defendant, WILBERT ROY
2 HOLMES.

3 DATED this 16 day of May, 2016.

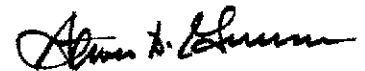
4
5 
6 DISTRICT COURT JUDGE

7 RENA G. HUGHES

8 *Respectfully submitted:*
9 JACOBSON LAW OFFICE, LTD.

10 
11 RACHEL M. JACOBSON, ESQ.
12 Nevada Bar No. 007827
13 64 North Pecos Road, Suite 200
14 Henderson, Nevada 89074
15 (702) 601-0770
16 *Movant*

JACOBSON LAW OFFICE, LTD.
64 NORTH PECOS ROAD, SUITE 200
HENDERSON, NEVADA 89074
TELEPHONE (702) 601-0770



CLERK OF THE COURT

1 **ORD**

2 RACHEL M. JACOBSON, LTD.
3 Nevada Bar No. 007827
4 JACOBSON LAW OFFICE, LTD.
5 64 North Pecos Road, Suite 200
6 Henderson, Nevada 89074
7 Phone (702) 601-0770
8 *Attorney for Defendant*

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

11 **CAPUCINE YOLANDA HOLMES,**

12 **PLAINTIFF,**

13 **vs.**

14 **WILBERT ROY HOLMES**

15 **DEFENDANT**

Case No. **D-15-523582-D**
Dept. No. **J**

16 **ORDER REGARDING HEARING**
17 **OF APRIL 6, 2016**

18 THIS MATTER having come on before the Court for Case Management Conference;
19 Plaintiff, CAPUCINE YOLANDA HOLMES, present and represented by her attorney,
20 MARSHA KIMBLE-SIMMS, ESQ., and Defendant, WILBERT ROY HOLMES, present and
21 represented by and through his attorney RACHEL M. JACOBSON, ESQ.; the Court having read
22 the pleadings and papers on file herein, being fully advised in the premises and good cause
23 appearing, makes the following findings and Orders:

24 **IT IS HEREBY ORDERED** that the PRE-NUPTIAL AGREEMENT is presumed valid
25 *unless someone attacks it and that shall govern the division of property. VC 11:26:19. Validity.*
26 *It contests its validity and the Court rules against its validity.*

27 **IT IS FURTHER ORDERED** the MARTIAL APPRAISAL shall be PREPARED, by
28 SCOTT DUGAN. Defendant shall FRONT the COST; HOWEVER, in the END, said COST
shall be EQUALLY DIVIDED 50/50 by the Parties.

1 IT IS FURTHER ORDERED that DISCOVERY is OPEN.

2 IT IS FURTHER ORDERED that, pursuant to 16.2, EXCHANGE of DOCUMENTS
3 shall be VOLUNTARILY COMPLETED.

4 IT IS FURTHER ORDERED that Counsel shall be permitted to AMEND the
5 PLEADINGS to INCLUDE the TORT and WASTE claims within the next 30 days.

6 IT IS FURTHER ORDERED that Attorney Jacobson to prepare an Order from today's
7 hearing.

8 IT IS FURTHER ORDERED that CALENDAR CALL is set for September 27, 2016 at
9 11:00 a.m.


10 IT IS FURTHER ORDERED that an EVIDENTIARY HEARING on finances and
11 equity in residence is set for October 11, 2016 at 1:30 p.m. (stack #2).

12 DATED this 12 day of May, 2016.


13
14
15
16
17 RENA G. HUGHES

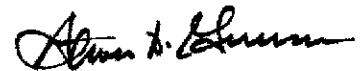

DISTRICT COURT JUDGE


18 Respectfully Submitted:
19 JACOBSON LAW OFFICE, LTD

20
21 
22 RACHEL M. JACOBSON, ESQ.
23 Nevada Bar No. 007827
24 64 N. Pecos Road, Suite 200
25 Henderson, Nevada 89074
26 (702) 601-0770
27 Attorney for Defendant

Approved as to Form and Content:
SIMMS LAW FIRM, LLC

28

MARSHA KIMBLE-SIMMS, ESQ.
Nevada Bar No. 008530
1918 Night Shadow Avenue
North Las Vegas, Nevada 89031
(702) 275-4185
Attorney for Plaintiff



CLERK OF THE COURT

AMANS
RACHEL M. JACOBSON, ESQ.
Nevada Bar No. 007827
JACOBSON LAW OFFICE, LTD
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
(702) 601-0770
Attorney for Defendant

**DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA**

CAPUCINE YOLANDA HOLMES,
PLAINTIFF/COUNTERDEFENDANT,

VS.

WILBERT ROY HOLMES,
DEFENDANT/COUNTERCLAIMANT.

Case No. D-15-523582-D
Dept. No. J

**AMENDED ANSWER AND
COUNTERCLAIM**

COMES NOW Defendant/Counterclaimant, WILBERT HOLMES, by and through his attorney, Rachel M. Jacobson, Esq., and hereby files his Amended Answer and Counterclaim to Plaintiff's Complaint for Divorce as follows:

Defendant/Counterclaimant admits the allegations contained in Paragraphs 1, and 2 of Plaintiff's Complaint for Divorce.

Defendant/Counterclaimant denies each allegation contained in Paragraphs 4, 5, 6, and 7 of Plaintiff's Complaint for Divorce.

Regarding paragraph 3, Defendant/Counterclaimant can neither admit nor deny the allegations contained therein and, therefore, denies the same.

Defendant/Counterclaimant denies each allegation not otherwise responded to herein.

///

///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0

[illegible]

8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

20
21
22
23
24
25
26
27
28

29
30
31
32
33
34
35
36
37
38

20
21
22
23
24
25
26
27
28

24
25
26
27
28

1 the marital estate based upon Capucine's conduct which has caused the waste of marital property
2 and the loss of financial opportunities.

3 9. That Capucine has committed acts of intentional infliction of emotional distress
4 upon Wilbert.

5 10. Capucine and Wilbert have become incompatible in marriage and can no longer
6 continue to reside together as husband and wife.

7 11. It has become necessary of Wilbert to retain the services of an attorney to
8 represent him in this divorce and he should be awarded the reasonable attorney's fees he has
9 incurred and will continue to incur as a result of this action.
10

11 **WHEREFORE, WILBERT prays for judgment as follows:**
12

- 13 1. That CAPUCINE take nothing by way of her Complaint;
- 14 2. That the bonds of matrimony now and heretofore existing between
15 CAPUCINE AND WILBERT be dissolved; that WILBERT be granted an
absolute Decree of Divorce; and that each of the parties hereto be restored
to the status of a single, unmarried person;
- 16 3. That the Court grant the relief requested in this Amended Counterclaim
for Divorce; and
- 17 4. For such other and further relief as the Court may deem just and proper in
the premises.
18

19 DATED this 14th day of May, 2016.

20 JACOBSON LAW OFFICE, LTD.

21 */s/ Rachel M. Jacobson, Esq.*

22 **Rachel M. Jacobson, Esq.**

23 Nevada Bar No. 007827

24 64 North Pecos Road, Suite 200

25 Henderson, Nevada 891074

(702) 601-0770

26 *Attorney for Defendant/Counterclaimant*
27
28


1 VERIFICATION OF ANSWER AND COUNTERCLAIM

2 I, WILBERT HOLMES, depose and say:

3 That I am the Defendant/Counterclaimant in the above and foregoing action; that I have
4 read the Amended Answer and Counterclaim for Divorce and know the contents thereof; that the
5 same is true of my own knowledge, except for those matters therein stated on information and
6 belief, and, as to those matters, I believe the same to be true.
7

8 That I declare under the penalty of perjury under the laws of the State of Nevada (NRS
9 53.045) that the foregoing is true and correct.

10 DATED this 10th day of May, 2016.

11 
12 WILBERT HOLMES
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 CERTIFICATE OF SERVICE

2
3 Pursuant to NRCP 5(b), I certify that I am an employee of JACOBSON LAW OFFICE,
4 LTD., and that on this 16th day of May, 2016, I caused the above and foregoing document
5 entitled "DEFENDANT/COUNTERCLAIMANT'S AMENDED ANSWER AND
6 COUNTERCLAIM" to be served as follows:
7

8 ☒ BY ELECTRONIC SERVICE: Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP
9 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of
10 Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory
11 electronic service through the Eighth Judicial District Court's electronic filing system;

12 ☐ BY MAIL: Pursuant to NRCP 5(b), I placed a true copy thereof enclosed in a sealed
13 envelope upon which first class mail postage was prepaid in Henderson, Nevada;

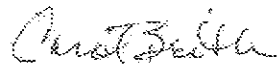
14 ☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing
15 document this date via facsimile;

16 ☐ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the
17 foregoing document this date via electronic mail;

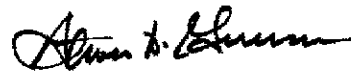
18 ☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope,
19 return receipt requested.

20 To the party(s) listed below at the address, email address, and/or facsimile number indicated
21 below:

22 Marsha Kimble-Simms, Esq.
23 Simms Law Firm, LLC
24 1918 Night Shadow Avenue
25 North Las Vegas, Nevada 89031
26 simmslawfirm@aol.com
27
28



An employee of JACOBSON LAW OFFICE, LTD.



CLERK OF THE COURT

1 NEO

2 Rachel M. Jacobson, Esq.

3 Nevada Bar No. 7827

4 JACOBSON LAW OFFICE, LTD

5 64 North Pecos Road, Suite 200

6 Henderson, Nevada 89074

7 Telephone: 702/601-0770

8 Facsimile: 702/990-6445

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DISTRICT COURT
CLARK COUNTY, NEVADA

CAPUCINE YOLANDA HOLMES,

PLAINTIFF,

vs.

WILBERT ROY HOLMES,

DEFENDANT.

Case No. D-15-523582-D

Dept. No. J

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an Order Regarding Hearing of April 6, 2016, attached hereto, was duly entered in the above-referenced case on the 16th day of May, 2016.

DATED this 17th day of May, 2016.

Respectfully Submitted by:

JACOBSON LAW OFFICE, LTD

/s/ Rachel M. Jacobson, Esq.

RACHEL M. JACOBSON, ESQ.

Nevada Bar No. 007827

64 North Pecos Road, Suite 200

Henderson, Nevada 89074

(702) 601-0770

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of JACOBSON LAW OFFICE,
3 LTD., and that on this 17th day of May, 2016, I caused the above and foregoing document
4 entitled *NOTICE OF ENTRY OF ORDER* to be served as follows:
5

6 ☐ BY MAIL: Pursuant to NRCP 5(b), I placed a true copy thereof enclosed in a sealed
7 envelope upon which first class mail postage was prepaid in Henderson, Nevada;

8 ☒ BY ELECTRONIC SERVICE: Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP
9 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of
10 Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory
11 electronic service through the Eighth Judicial District Court's electronic filing system;

12 ☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing
13 document this date via facsimile;

14 ☒ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the
15 foregoing document this date via electronic mail;

16 ☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope,
17 return receipt requested.

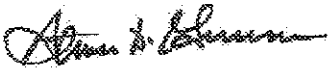
18 To the party(s) listed below at the address, email address, and/or facsimile number indicated
19 below:
20

21 Ms. Marsha Kimble-Simms, Esq.
22 1918 Night Shadow Avenue
23 N. Las Vegas, Nevada 89031
24 simmslawfirm@aol.com

25 Mr. Wilbert R. Holmes
26 10550 Patrington Court
27 Las Vegas, Nevada 89183
28 WHolmes711@yahoo.com

29 
30 _____
31 An employee of JACOBSON LAW OFFICE, LTD

ORD
RACHEL M. JACOBSON, LTD.
Nevada Bar No. 007827
JACOBSON LAW OFFICE, LTD.
64 North Pecos Road, Suite 200
Henderson, Nevada 89074
Phone (702) 601-9770
Attorney for Defendant


CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

CAPUCINE YOLANDA HOLMES,

PLAINTIFF,

vs.

WILBERT ROY HOLMES

DEFENDANT

Case No. D-15-523582-D
Dept. No. J

ORDER REGARDING HEARING
OF APRIL 6, 2016

THIS MATTER having come on before the Court for Case Management Conference; Plaintiff, CAPUCINE YOLANDA HOLMES, present and represented by her attorney, MARSHA KIMBLE-SIMMS, ESQ., and Defendant, WILBERT ROY HOLMES, present and represented by and through his attorney RACHEL M. JACOBSON, ESQ.; the Court having read the pleadings and papers on file herein, being fully advised in the premises and good cause appearing, makes the following findings and Orders:

IT IS HEREBY ORDERED that the PRE-NUPTIAL AGREEMENT is presumed valid *unless someone attacks it and that shall govern the division of property. VC 11:26-19. Voluntary.* *confirms its validity and the Court rules against it.*

IT IS FURTHER ORDERED the MARITAL APPRAISAL shall be PREPARED, by SCOTT DUGAN. Defendant shall FRONT the COST; HOWEVER, in the END, said COST shall be EQUALLY DIVIDED 50/50 by the Parties.

1 IT IS FURTHER ORDERED that DISCOVERY is OPEN.

2 IT IS FURTHER ORDERED that, pursuant to 16.2, EXCHANGE of DOCUMENTS
3 shall be VOLUNTARILY COMPLETED.

4 IT IS FURTHER ORDERED that Counsel shall be permitted to AMEND the
5 PLEADINGS to INCLUDE the TORT and WASTE claims within the next 30 days.

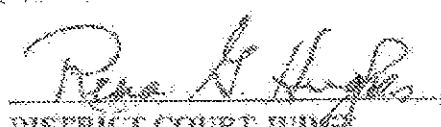
6 IT IS FURTHER ORDERED that Attorney Jacobson to prepare an Order from today's
7 hearing.

8 IT IS FURTHER ORDERED that CALENDAR CALL is set for September 27, 2016 at
9 11:00 a.m.


10 IT IS FURTHER ORDERED that an EVIDENTIARY HEARING on finances and
11 equity in residence is set for October 11, 2016 at 1:30 p.m. (stack #2).

12 DATED this 12 day of May, 2016.


13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
PENA G. HUGHES

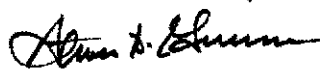

DISTRICT COURT JUDGE

Respectfully Submitted:
JACOBSON LAW OFFICE, LTD


RACHED M. JACOBSON, ESQ.
Nevada Bar No. 007827
64 N. Pecos Road, Suite 200
Henderson, Nevada 89074
(702) 601-6770
Attorney for Defendant

Approved as to Form and Content:
SIMMS LAW FIRM, LLC


MARSHA KIMBLE-SIMMS, ESQ.
Nevada Bar No. 008530
1918 Night Shadow Avenue
North Las Vegas, Nevada 89031
(702) 275-4185
Attorney for Plaintiff


CLERK OF THE COURT

1 RCCM
2 Marsha Kimble Simms, Esq.
3 Nevada Bar No. 008530
4 The Simms Law Firm, LLC
5 Cheyenne West Corporate Park
6 2560 W. Brooks Ave., Suite 101
7 North Las Vegas, Nevada 89032
8 (702) 333-1449
9 Facsimile: 702-644-0457
10 Email Address: simmslawfirm@aol.com
11 Attorney for Plaintiff
12 CAPUCINE Y. HOLMES

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

12 CAPUCINE Y. HOLMES,
13 Plaintiff/Counterdefendant,

14 vs.

15 WILBERT ROY HOLMES,
16 Defendant/Counterclaimant.
17

) CASE NO.: D-15-523582-D

) DEPT NO.: J

) **REPLY TO AMENDED ANSWER AND
COUNTERCLAIM**

18
19 COMES NOW Plaintiff, CAPUCINE Y. HOLMES, by and through her attorney, Marsha
20 Kimble-Simms, Esq., of the SIMMS LAW FIRM, LLC, and hereby files her Response to the
21 Defendant's Amended Answer and Counterclaim for Divorce as follows:
22

- 23 1. Plaintiff admits the following allegations: 1, 2, 3, 6, 10.
24 2. Plaintiff denies the following allegations: 4, 5, (per Antenuptial Agreement. See
25 Exhibit D), 8, 9, and 11.

26 WHEREFORE, CAPUCINE prays for judgment as follows:
27
28

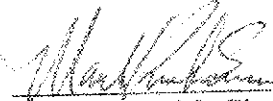
REPLY TO AMENDED ANSWER AND COUNTERCLAIM - 1

1. That Defendant's Counterclaim be dismissed with Prejudice and that the Defendant
take nothing therefrom;

2. For such other relief as the Court may deem just and proper.

DATED this 25th day of May, 2016.

SIMMS LAW FIRM, LLC



Marsha Kimble-Simms, Esq.

Nevada Bar No.: 8530

2560 W. Brooks Ave., Suite 101

North Las Vegas, Nevada 89032

702-333-1449

Attorney for Plaintiff


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VERIFICATION

Under penalties of perjury, I declare that I am the Plaintiff in the above-entitled action; that I have read the foregoing **Response to the Amended Answer and Counterclaim for Divorce** and know the contents thereof; that the pleading is true of my own knowledge, except for those matters therein contained stated upon information and belief, and that as to those matters, I believe them to be true.

That I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 25 day of May, 2016.

Submitted By: 

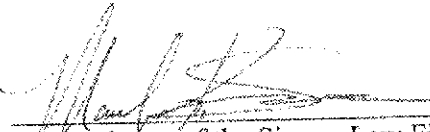
CAPUCINE Y. HOLMES

CERTIFICATE OF MAILING

I hereby certify that on the 25th day of May 2016, I mailed a true and correct copy of the

REPLY TO AMENDED ANSWER AND COUNTERCLAIM as follows:

Rachel M. Jacobson, Esq.
64 North Pecos Road, Suite 200
Henderson, Nevada 89074


An employee of the Simms Law Firm, LLC

REPLY TO AMENDED ANSWER AND COUNTERCLAIM - 4

ANTENUPTIAL AGREEMENT

AGREEMENT made as of the _____ day of _____, 1999, by and between Wilbert Roy Holmes, hereinafter called "Will," and Capucine Yolanda Davis, hereinafter called "Capucine."

RECITALS

The following is a recital of facts underlying this Agreement:

- A. It is the intention of Will and Capucine to marry each other in the near future in Nevada where they have only recently relocated and intend to reside. Will and Capucine have discussed in great detail, for at least a year, their intention to enter into this agreement prior to marriage and the provisions included herein.
- B. Will, 52 years of age, has been married. Will and his first wife, who divorced in 1993, had two children: Angela, presently aged twenty-one (21), and Adrienne, presently aged eighteen (18). Will is retired, semi-disabled and anticipates his future income will be comprised of his pension, potential disability payments and investment income generated from the sale of real estate in Michigan under a fifteen (15) year land contract.
- C. Capucine is 31 years of age. She has not been previously married and has no children. Capucine quit her full-time job at Ford Motor Company earning \$21.13 per hour, with benefits in anticipation of her marriage to Will and the parties' relocation to Nevada. It is anticipated she will attend school full time, work only part-time and complete her undergraduate degree within two years and that Will will pay for the tuition, books and fees associated with obtaining said degree.
- D. Will has a pre-marital estate which is substantially larger than that of Capucine, the nature and extent of which are itemized in Exhibit A.
- E. Capucine has a pre-marital estate, the value of which is set forth in Exhibit B.
- F. Will and Capucine intend to make Wills governing the disposition of their separate properties and estates at death. Each party recognizes and acknowledges that a Will may be changed or revoked by either party at any time. The Wills of Will and Capucine will not be reciprocal, joint or mutual, nor will they be made pursuant to a contract to make a Will.
- G. Each party acknowledges that the other has made full disclosure of his or her property and estate and that he or she is entering into this Agreement freely, voluntarily and with full knowledge. It is acknowledged further that the

limitations contained in this Agreement are intended to limit the right of each party to participate in the estate of the other in the event their future marital relationship is terminated by death or by legal proceedings instituted during the term of this Agreement.

NOW THEREFORE, in consideration of the marriage to be solemnized and of the mutual promises and undertakings hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties herein agree to the following:

1. **RIGHTS UPON DEATH OF THE OTHER.** Each party shall own, hold, possess, and have the power to devise and bequeath and transfer all real, personal, intangible, or mixed property that he or she may own at the time of their marriage, or subsequently acquire, as he or she may choose. In default of any will or codicil by either party, the other party shall take no share or interest in the decedent's estate as surviving spouse or heir-at-law, and the decedent's estate shall in all other respects descend and be distributed in accordance with the statutes of the State of Michigan then governing intestate estates, with the decedent's last will and testament in the event he or she shall die testate, or with any inter vivos trust. The parties intend to execute wills in 1999 or soon thereafter and agree that, while the wills may provide for the other party in a manner to bequeath more than the Agreement does, the wills will not in any manner provide for less than that which has been provided for in this Agreement. However, in the event of the death of will prior to his execution of a will, Capucine will be awarded twenty-thousand (\$20,000) Dollars from the estate in full satisfaction of any claims.

2. **WAIVERS.** Each party hereby waives and releases any and all rights and claims of every kind, nature, and description that he or she may acquire in the estate or property of the other party as a result of the death of the other party, including (but not by way of limitation) any and all rights of intestacy, rights to dower, rights of election (including the right to elect against the decedent's will), rights to spouse's allowance, rights to maintenance, rights to homestead or allowance, rights to exempt property allowance, and rights to use of a dwelling house, under the present or future statutes and laws or common law of the State of Michigan or any other jurisdiction, except as otherwise provided for in this Agreement.

3. **SOLE OWNERSHIP AND CONTROL OF EXISTING ASSETS.** Each party during his or her lifetime shall keep and retain sole ownership, control, and enjoyment of all real, personal, intangible, or mixed property now owned by him or her, free and clear of any claim by the other party.

4. **USE OF INCOME DURING MARRIAGE.** Unless specifically jointly titled, all income is owned separately. The voluntary co-mingling of income or the purchase of assets for the joint or mutual benefit or enjoyment of the parties and enhancement of the marriage will not constitute waiver of this provision or an indication of changed intent or abandonment of this provision as to the funds so spent, the assets purchased or any other past or future income.

5. DEBIT. All individual debt at the time of the marriage will remain the responsibility of the individual who incurred the debt originally. Any individual debt that is incurred during marriage will be the sole responsibility of the person incurring the debt.

6. DIVISION OF ASSETS IF MARRIAGE IS DISSOLVED. In the event that the marriage of Will and Capucine shall terminate as a result of divorce, then, in full satisfaction, settlement, and discharge of any and all rights or claims of alimony, support, property division, or other rights or claims of any kind, nature, or description incident to marriage and divorce (including any right to payment of legal fees incident to a divorce), under the present or future statutes and laws or common law of the State of Michigan or any other jurisdiction (all of which are hereby waived and released), the parties agree that all property acquired after the marriage between the parties shall be divided as follows:

a. Any property acquired in either party's individual capacity or name during the marriage, including any investment accounts and/or contributions to retirement plans (including but not limited to IRAs, 401(k) plans, 403bs, TSAs, SEP IRAs, IRA rollovers, and pension plans), shall remain the sole and separate property of the party named on the account or the party who acquired the property in his or her individual capacity or name.

b. Will will retain the marital home that he is now in the process of building and Capucine will release and/or waive any dower rights, homestead rights, or other rights or claims of any kind or nature under the present or future statutes, she has on said home.

c. Each person retains any furniture or other items that he or she brought into the marriage.

d. If an action for dissolution of the marriage is filed by either party before two (2) full years of marriage, neither party will have any claim against the other party's income, asset appreciation, interest, earnings or separate property, and in lieu thereof, Will shall pay and Capucine shall accept the following: Twenty-thousand (\$20,000) Dollars.

e. If an action for dissolution of the marriage is filed by either party after two (2) full years of marriage, all assets acquired after marriage by either party, other than the marital home referred to in Paragraph b above and assets acquired with income from separate property, will be deemed marital property and divided 50/50 between the parties. With respect to the marital home, any increase in the equity of the marital home from the point of the end of two full years of marriage to the time of divorce will be split 50/50 between the parties.

7. IMMUNIZATION OF PARTIES' ASSETS AND INCOME. The foregoing agreed-upon distribution of property in the event of a dissolution of the marriage is intended to immunize totally all of the parties' premarital and post-marital separately-owned properties and income, interest, dividends, appreciation, and distributions from all sources.

from any and all claims by either party of any interest therein by way of equitable distribution, alimony or otherwise. Further, during the marriage, each party shall have complete control of all of his or her premarital and post-marital separate properties as though he or she were still single, and each party agrees to execute all documents that may be required to accomplish the same.

8. AGREEMENT PROVIDES FOR LESS IN THE DISSOLUTION OF MARRIAGE. Capucine has ascertained and weighed all of the facts, conditions, and circumstances likely to influence her judgment herein (including, but not limited to, the financial information set forth in Exhibit A attached hereto and incorporated herein by reference), and she clearly understands and freely and voluntarily consents to all of the provisions hereof, fully recognizing that by the execution of this agreement she will be entitled to a very substantially lesser portion of Will's property or estate than if this Agreement were not executed.

9. ALIMONY IS FOREVER BARRED. Under no circumstances whatsoever, shall either party have to pay maintenance or spousal support or alimony of any nature or any kind, and spousal support or alimony is forever barred. The parties agree that neither will make any claim for spousal support or alimony.

10. SEVERABILITY. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, then such provision shall be deemed separate and severable from all other provisions of this Agreement. All remaining provisions of this Agreement shall continue in full force and effect.

11. TRANSFERS. Notwithstanding anything to the contrary herein contained, each party hereto may give, devise, or bequeath any of his or her property to the survivor and may make gifts or other conveyances to the other or to third parties at any time.

12. WHEN AGREEMENT TAKES EFFECT. The considerations for this Agreement are the mutual promises herein contained and the marriage about to be solemnized. This Agreement shall become effective upon its execution by the parties and the subsequent marriage of the parties.

13. CONVEYANCES. Each party shall, without compensation, join as grantor in any and all conveyances of property made by the other party or by his or her heirs, devisees, or personal representatives, thereby relinquishing all claim to the property so conveyed, including without limitation any dower or homestead rights, and further, each party shall, upon the other's request, take any and all steps to execute, acknowledge, and deliver to the other party any and all further instruments necessary or expedient to effectuate the purpose and intent of this Agreement.

14. DISCLOSURE OF ASSETS AND INCOME. Each party acknowledges that the other party has advised him or her of the other party's means, resources, income, and the nature and extent of the other party's properties and holdings (including, but not limited to, the financial information set forth in Exhibit A and Exhibit B attached hereto and

incorporated herein by reference) and that there is a likelihood for substantial appreciation of those assets subsequent to the marriage of the parties.

15. ESTIMATION OF VALUES BY THE PARTIES. It is agreed that the values set forth in Exhibits A and B are provided to identify particular assets and to estimate value for purposes of this Agreement and not for any other purpose. Because these values are difficult to ascertain, they are acknowledged by the parties, where applicable, to be estimates only, and are not necessarily based on any professional or independent appraisal. Each party acknowledges that a more exact value could be ascertained by appraisal of certain assets, and each party has been offered the opportunity to insist upon such appraisals.

16. THIS AGREEMENT IS INTENDED TO PROMOTE MARITAL HARMONY. The parties enter into this Antenuptial Agreement fully intending to become happily married and further intending, by this Antenuptial Agreement, to promote and enhance their impending marriage, recognizing that should they subsequently separate, seek or obtain a divorce, separation or annulment, their mutual peace of mind will be preserved by this Agreement in that it fixes their duties and rights respecting their separate estates and support obligations. Both parties believe this Agreement will be conducive to the harmony, success and strength of their anticipated life-long marriage and will allow them to devote their full attention to its success and growth and their enjoyment thereof without anxiety concerning what their duties and rights would otherwise be in the event of annulment, legal separation or divorce.

17. SEPARATE COUNSEL. Each party hereby acknowledges that he or she has had a full opportunity to examine this Agreement and to confer with his or her separate legal counsel concerning same and is satisfied that he or she has been adequately represented and has had all rights and the nature of all waivers fully explained. He or she has entered into this Agreement freely and voluntarily after taking into account the advice of his or her own legal counsel.

18. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or undertakings, oral or otherwise, other than those expressly set forth.

19. BENEFIT. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, and assigns.

20. GOVERNING LAW. This Agreement is made and executed in the State of Michigan, and this Agreement shall be construed under the laws of the State of Michigan. If, at any time during the existence of their marriage, the parties hereto become residents of a state under the laws of which a husband and wife acquire community property rights or any other property rights different from the property interests of a husband and wife under the laws of the State of Michigan, the respective property interests and other rights or claims of the parties hereto shall remain the same as they would have been under the provisions of this Agreement and shall be construed under the laws of the State of

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the
2 day of July, 1999.

WITNESSES:

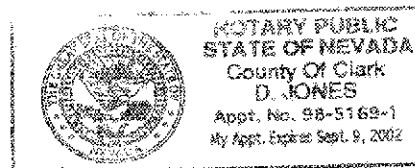
/s/ Wilbert Roy Holmes
Wilbert Roy Holmes

/s/ Capucine Yolanda Davis
Capucine Yolanda Davis

STATE OF NEVADA)
) ss.
Clark COUNTY)

On this 2 day of July, 1999, before me personally appeared Wilbert Roy Holmes, and made oath that he has read the foregoing Antenuptial Agreement by him subscribed, consulted legal counsel with respect to the Agreement, understands the terms of the Agreement and signs the document of his own free will and accord.

/s/ [Signature]
Notary Public, Clark County
My commission expires 9/9/2002



STATE OF NEVADA)
) ss.
Clark COUNTY)

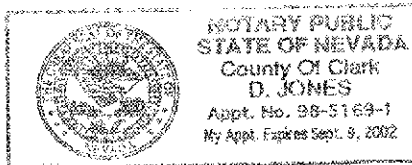
On this 2 day of July, 1999, before me personally appeared Capucine Yolanda Davis, and made oath that she has read the foregoing Antenuptial Agreement by

her subscribed, consulted legal counsel with respect to the Agreement, understands the terms of the Agreement and signs the document of her own free will and accord.

[Signature]

Notary Public, Clark County
My commission expires 9-9-2002

DI175925.1
ID: CAF



FINANCIAL STATEMENT OF WILBERT ROY HOLMES

JUNE 28, 1999

ASSETS:

Cash and Savings:	
Cash, Savings Accounts, CDs	6,000.00
Money-Market Funds	6,700.00
Taxable Investments, (excluding retirement accounts)	
Stocks	1,600.00
Stock and Bond Mutual Funds	99,800.00
Investment Real Estate	800,000.00
Cash value of life insurance	1,600.00
Retirement Accounts/Annuities	87,000.00
Home and Personal Property	
Cars, recreational vehicles, art, collectibles, jewelry and furnishings	<u>25,000.00</u>
TOTAL ASSETS	950,900.00

LIABILITIES

Car loans/lease	-20,000.00
Credit Card Balances	-2,000.00
Installment Loans	-2,000.00
TOTAL LIABILITIES	(24,000.00)
TOTAL NET ASSETS	926,900.00

EXHIBIT B

FINANCIAL STATEMENT OF Capucine YOLANDA DAVIS

JUNE 28, 1999

ASSETS

Savings \$ 2,000.00

LIABILITIES

Debt for Automobile \$ 2,500.00

*** TOTAL PAGE 10 ***

Heather A. Smith
CLERK OF THE COURT

MOT

Name: WILBERT R. HOLMES
Address: 10550 PRINCETON CT
LAS VEGAS NV 89183
Telephone: 702 281-5757
Email Address: WHOLMES711@AOL.COM
Self-Represented

DISTRICT COURT
CLARK COUNTY, NEVADA

HOLMES, CAPUCINE YOLANDA

Plaintiff,

CASE NO.: D-15-523582-D

DEPT: J

vs.

HOLMES, WILBERT ROY

Defendant.

EX PARTE MOTION FOR AN ORDER SHORTENING TIME

☐ Plaintiff / ☒ Defendant, (your name) WILBERT ROY HOLMES in proper person, hereby files an Ex Parte Motion for an Order Shortening Time pursuant to EDCR 5.31, and requests that this Court shorten the time in which to hear the Movant's (name of motion to be heard) EVIDENTIARY HEARING, which was filed on (date you filed the motion) complaint filed on 11-9-15

This application is based upon the pleadings and papers on file and the affidavit of Movant attached to this motion.

DATED this (day) 29 day of (month) JUNE, 2016.

Respectfully Submitted By: ▶

[Signature]
(your signature)

WILBERT R. HOLMES
(printed name)

**DECLARATION IN SUPPORT OF EX PARTE MOTION FOR AN ORDER
SHORTENING TIME**

I declare, under penalty of perjury:

1. I am the Movant in the above-entitled action. I have personal knowledge of the facts contained herein and am competent to testify to these facts.

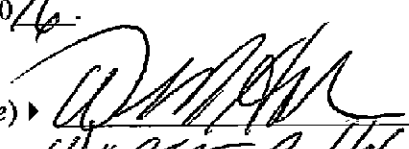
2. I filed my (name of motion) EMERGENCY HEARING
^{complaint}
on (date you filed the motion) 11-5-2015. I was given a hearing date of (current court date) 10-11-2016 at (time of hearing) 1:30 PM.

3. There is an emergency that cannot wait until that date to be heard. The emergency is: I HAVE A TERMINAL BRAIN TUMOR*. ALSO ALL THE REQUIRED DETAIL ORDERED BY THE COURT IS AVAILABLE/COMPLETED. A HOUSE PARASAL *I HAVE DOCTORS LETTERS AND REPORTS CITING SUCH. I WOULD LIKE TO HAVE THIS DIVORCE FINAL BEFORE I DIE.

4. This Ex Parte Motion for an Order Shortening Time is made in good faith.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 29th day of JUNE, 2016.

Submitted By: (your signature) ▶ 

(print your name) ROBERT R. HOLMES

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

EXHIBIT



Holmes, Wilbert R.

69 Y old Male, DOB: 11/21/1946

10550 PATRINGTON CT, LAS VEGAS, NV 89183-4562

Home: 702-281-5752

Provider: Ramanathan, Ravi S

Telephone
Encounter

Answered by Kotlarsky, Yaakov David

Date: 12/16/2015

Time: 01:53 PM

Message

To whom it may concern,

Mr. Wilbert Holmes is a patient of ours, here at FDOGV since 2006. He has a significant medical history of Trigeminal Neuralgia, and chondroblastoma, for which he currently takes chronic pain medications for. He was diagnosed with Chondroblastoma in 2009, and underwent surgery and subsequent radiation therapy to treat his condition.

✓ Though this condition may be terminal, Mr. Holmes is doing exceptionally well and has responded positively to surgery and radiation treatments. His condition does not hinder him from traveling, and is medically cleared to travel, as he wishes. If you have any questions, please do not hesitate to contact us.

Sincerely,


Yaakov D. Kotlarsky FA-C

Patient: Holmes, Wilbert R. DOB: 11/21/1946 Provider: Ramanathan, Ravi S 12/16/2015

Note generated by eClinicalWorks EMR/PM Software (www.eClinicalWorks.com)



Family Doctors
OF GREEN VALLEY

Where your family comes first.

Holmes, Wilbert R.

69 Y old Male, DOB: 11/21/1946

10550 PATRINGTON CT, LAS VEGAS, NV 89183-4562

Home: 702-281-5752

Provider: Ramanathan, Ravi S

Telephone
Encounter

Answered by Kotlarsky, Yaakov David

Date: 04/11/2016

Time: 04:54 PM

Message

To whom it may concern,

Mr. Wilbert Holmes is a patient of ours, here at FDOGV since 2006. He has a significant medical history of Trigeminal Neuralgia, and chondroblastoma, for which he currently takes chronic pain medications for. He was diagnosed with Chondroblastoma in 2009, and underwent surgery and subsequent radiation therapy to treat his condition.

Though Mr. Homes is doing well, he has been having increasing frequency and intensity of headaches and trigeminal neuralgia.

Sincerely,

A handwritten signature in black ink, appearing to read 'YD' followed by a stylized flourish.

Yaakov D. Kotlarsky PA-C

Patient: Holmes, Wilbert R. DOB: 11/21/1946 Provider: Ramanathan, Ravi S 04/11/2016

Note generated by eClinicalWorks EMR/PM Software (www.eClinicalWorks.com)

Holmes, Wilbert Male 11-21-1946



**DYNAMIC
PAIN
REHABILITATION**

Alexander Imas, M.D.
Max L. Carter, Ph.D, PA
1358 Paseo Verde Pkwy, #100
Henderson, NV 89012 - 5724
Tel: (702) 982-7100
Fax: (702) 982-7102

Holmes, Wilbert DOB: 11-21-1946

MR #: SCL04900

Date of Service: 04-12-2016

Primary Care Physician : Dr. Ramanathan Dr. Ramanathan, Ravi S

CHIEF COMPLAINT : Head Pain

HISTORY OF PRESENT ILLNESS:

Head Pain Wilbert is here with pain in his head. He complains of pain on the right side of his head . He is also due for medications refills. He will review his medication prior to refilling.

CURRENT MEDICATION

Neurontin 300 mg capsule 1 Tablet Three times a Day PRN for 30 Days , Dispense 90 Tablet
Ultram 50 mg tablet 1 Tablet Four times a Day PRN for 30 Days , Dispense 120 Tablet
Lyrica 50 mg capsule 1 Tablet Twice a Day PRN for 30 Days , Dispense 60 Tablet
Ultram ER 200 mg tablet,extended release 1 Tablet Once a Day for 30 Days , Dispense 30 Tablet

ALLERGY

No Known Drug Allergies.

REVIEW OF SYSTEMS

Neurological: *He has headaches.*

Elimination: *He is up an average of 1-2 times a night to urinate.*

Skeletal/Muscle: *He has a history of arthritis and pain in legs with activity.*

Nutrition: *He has history of weight loss >10 lbs in the last 6 months and chewing problems.* He appetite is fair.

VITALS

Pain Scale : 2 Vitals within normal range? : Yes Height (inches) : 74.00 Weight (lbs) : 260.00 Blood pressure : 123/78 BP Diastolic : 78 BP Systolic : 123 Pulse : 72 Respiration : 16 Temp (in deg F) : 0.00
BMI : 33 BSA : 2

PHYSICAL EXAMINATION

Holmes, Wilbert Male 11-21-1946

HEENT: *There is visible trauma of the head. Right facial scar after chondroblastoma removal* Extra-ocular muscles are intact. Ear exam is intact for hearing and no visible ear lesions. Nasal exam is intact for smell and no visible nasal lesions. Throat exam shows a midline trachea, with no thyromegaly. Swallowing is normal. Cranial nerves 2 - 12 are grossly intact.

Joints - Knees: *He has marked crepitus of right knee on examination. There is diffuse anterior right knee tenderness.* There is no right knee swelling. There is no right knee ecchymosis on exam. There is no right knee effusion on exam. Right knee ROM is normal. Right knee compartment testing was normal. Right patello-femoral exam was normal. Right knee ligament testing showed no pain. Observation of the right knee during the exam was consistent with symptoms. *He has marked crepitus of left knee on examination. There is diffusely anteriorly left knee tenderness.* There is no knee swelling. There is no left knee ecchymosis on exam. There is no left knee effusion on exam. Left knee ROM is normal. Compartment testing was normal. Left patello-femoral exam was positive for maltracking. Left knee ligament testing showed no pain. Observation of the left knee during the exam was consistent with symptoms. He has no hamstring tightness on exam.

Neurological - Sensation: *Sensation is decreased in the right face* to pinprick, light touch, vibration, and proprioception.

Head Exam: *The patient has right frontal and right side of head headaches.* The patient has no greater occipital neuralgia.

OVERALL REVIEW

ICD: Chronic pain syndrome (G89.4)

ICD: Knee osteoarthritis (M17.9)

Osteoarthritis Assess (1006F)

ICDs:

(G89.4)

(M17.9)

Tobacco Non-user (1036F)

ICDs:

(G89.4)

(M17.9)

OFFICE VISIT ESTB . PT. (99213)

ICDs:

(M17.9)

Drug Screen One/mult Class (80304)

ICDs:

(G89.4)

URINE SCREEN (G0434) , Elig Prof Doc Med Rec Obtd Updtd/rev Pt Cur Meds (G8427) , Pain Assess Doc Pos Using Standard Tool F/u Plan (G8730) , Scr Clin Depr Doc Pos & F/u Plan Is Documented (G8431) , Bmi Doc W/i Normal Param & No F/u Plan Required (G8420) , Normal Blood Press Reading Doc F/u Not Required (G8783)

Assessment: 1. Chronic pain syndrome

2. 2009 partial chondroblastoma removal from right side of brain

3. Resulting trigeminal neuralgia

4. Bilateral knee osteoarthritis with left TKA in 2002

5. Right sided headaches due to the chondroblastoma

6. Fatigue

Plan: Mr. Holmes is controlling his chronic medical condition with non-narcotic, non-addictive pain medication. He has a tumor in his head that causes intractable pain and headaches which mandates him taking his medication on a regular basis to have any quality of life. Since he is not taking any narcotics, he capable of functioning and conducting his daily activities with little to any mental impairment.

Holmes, Wilbert Male 11-21-1946

PROCEDURES

LABS ORDERED

RADIOLOGY ORDERED

CONSULTS ORDERED

PRESCRIPTIONS

Ultram 50 mg tablet 1 Tablet Four times a Day PRN for 30 Days , Dispense 120 Tablet

Lyrical 50 mg capsule 1 Tablet Twice a Day PRN for 30 Days , Dispense 60 Tablet

Ultram ER 200 mg tablet,extended release 1 Tablet Once a Day for 30 Days , Dispense 30 Tablet

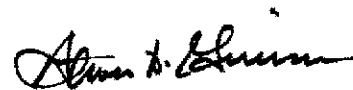
Follow up After: 2 Months PRN

ENCOUNTER ADDENDUM NOTES

A handwritten signature in black ink, appearing to read 'Imas MD', with a stylized flourish at the end.

Alexander Imas, MD

This has been electronically signed by Alexander Imas, MD on 04-12-2016



CLERK OF THE COURT

SUB
Marsha Kimble Simms, Esq.
Nevada Bar No. 008530
The Simms Law Firm, LLC
2560 W. Brooks Ave., Suite 101
North Las Vegas, Nevada 89032
(702) 333-1449 (O), 702-644-0457 (F)
simmslawfirm@aol.com
Attorney for CAPUCINE Y. HOLMES

**DISTRICT COURT
CLARK COUNTY, NEVADA**

CAPUCINE Y. HOLMES,	)	CASE NO.: D-15-523582-D
)	
Plaintiff/Counterdefendant,	)	DEPT NO.: J
)	
vs.	)	SUBPOENA – DOMESTIC
)	
WILBERT ROY HOLMES,	)	[ ] REGULAR (for personal appearance)
)	
Defendant/Counterclaimant.	)	[ x] DUCES TECUM (for documents)

THE STATE OF NEVADA SENDS GREETINGS TO:

WELLS FARGO BANK
440 E. Silverado Ranch Blvd, Ste. C
Las Vegas, NV 89183

YOU ARE HEREBY COMMANDED:

[] Testimony. You are required to attend a hearing to give testimony on (month)
_____ (day) _____, 20__ at the hour of (time)
_____ □ a.m. □ p.m. in Department _____ of the District Court, Clark County,
Nevada, located at:
[] The Family Court & Services Center, 601 N. Pecos Road, Las Vegas, Nevada
[] The Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada.

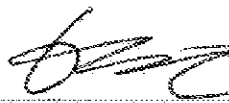

1 [x] Documents / Things. You are required to produce and permit inspection and copying
2 of designated books, documents or tangible things in your possession, custody or control,
3 or to permit inspection of premises. A list of items to be produced is on page 3 of this
4 Subpoena. Unless the "testimony" box is checked, you may mail copies of requested
5 documents on or before the date listed below in lieu of personal appearance. Mail copies
6 of documents to: (name and address where documents should be sent): Marsha Kimble-
7 Simms, Esq., SIMMS LAW FIRM, LLC, 2560 W. Brooks Ave., Suite 101, North Las
8 Vegas, Nevada 89032. Documents should be provided by July 19, 2016.

9
10 **WITNESS FEES:** For attending court in obedience to a subpoena, you are entitled to
11 witness fees and mileage traveled, as provided by NRS 50.225. This Subpoena must be
12 accompanied by the fees for one day's attendance and mileage, unless issued on behalf of the State
13 or a State agency.

14
15 **CONTEMPT:** If you fail to attend, you may be deemed guilty of contempt of Court and
16 liable to pay all losses and damages caused by your failure to appear and in addition forfeit One
17 Hundred (\$100.00) Dollars.

18
19 Please see Exhibit "A" attached for information regarding the rights of the person subject to this
20 Subpoena.

21
22 STEVEN D. GRIERSON, CLERK OF COURT

23 By:   7/16/2016
24 Deputy Clerk Date
25 SUSANNA FANIC

26 Submitted by: 
27 Marsha Kimble-Simms, Esq.
28

1 **ITEMS TO BE PRODUCED**

2 Signature cards and statements re Account No. 5686741959 for period 12-22-2008 through 5-31-16.
3 Signature cards and statements re Customer No. 9018231153. Any Account No.(s) under the name of
4 Wilbert Holmes Social Security Number 380-46-0666 and Signature cards and statements for period 12-
5 22-2008 through 5-31-16.
6
7

8 **AFFIDAVIT OF SERVICE**

9
10 _____, says: ITEMS TO BE PRODUCED AFFIDAVIT OF
11 SERVICE (Name of process server) _____, says: That at all
12 times herein I was and am over 18 years of age and not a party to nor interested in the proceeding
13 in which this affidavit is made. I received the Subpoena on the (date you received the subpoena)
14 _____ day of _____, 20____, and served the same on the (date you served the subpoena)
15 _____ day of _____, 20____, by delivering a copy to (name of person served)
16 _____ in person at (address where person was served)
17 _____

18 ☐ I am a licensed process server or an employee of a licensed process server; my license
19 or registration number is (insert license or registration number)

20 ☐ I am not required to be licensed under Chapter 648 of the Nevada Revised Statutes or
21 another provision of law because I am not engaged in the business of serving legal process
22 within the state of Nevada. I declare under penalty of perjury under the law of the State of
23 Nevada that the foregoing is true and correct.

24 DATED this _____ day of _____, 20____

25 Server's Signature: _____
26 Server's Printed Name: _____
27 Residential / Business Address: _____
28 City, State, Zip: _____
Server's Phone Number: _____
Server's License/Registration number: _____

1 **EXHIBIT "A" - NEVADA RULES OF CIVIL PROCEDURE RULE 45**

2 **(c) Protection of Persons Subject to Subpoena.**

3 (1) A party or an attorney responsible for the issuance and service of a subpoena shall take
4 reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The
5 court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or
6 attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings
7 and a reasonable attorney's fee.

8 (2)(A) A person commanded to produce and permit inspection and copying of designated books,
9 papers, documents or tangible things, or inspection of premises need not appear in person at the place of
10 production or inspection unless commanded to appear for deposition, hearing or trial.

11 (B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection
12 and copying may, within 14 days after service of the subpoena or before the time specified for compliance
13 if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena
14 written objection to inspection or copying of any or all of the designated materials or of the premises. If
15 objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or
16 inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection
17 has been made, the party serving the subpoena may, upon notice to the person commanded to produce,
18 move at any time for an order to compel the production. Such an order to compel production shall protect
19 any person who is not a party or an officer of a party from significant expense resulting from the inspection
20 and copying commanded.

21 (3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the
22 subpoena if it

23 (i) fails to allow reasonable time for compliance;

24 (ii) requires a person who is not a party or an officer of a party to travel to a place more than
25 100 miles from the place where that person resides, is employed or regularly transacts business in person,
26 except that such a person may in order to attend trial be commanded to travel from any such place within
27 the state in which the trial is held, or

28 (iii) requires disclosure of privileged or other protected matter and no exception or waiver
applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or
commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing
specific events or occurrences in dispute and resulting from the expert's study made not at the request of
any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the
subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony
or material that cannot be otherwise met without undue hardship and assures that the person to whom the
subpoena is addressed will be reasonably compensated, the court may order appearance or production only
upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are
kept in the usual course of business or shall organize and label them to correspond with the categories in
the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or
subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported
by a description of the nature of the documents, communications, or things not produced that is sufficient
to enable the demanding party to contest the claim.

1 SUB

2 Marsha Kimble Simms, Esq.
3 Nevada Bar No. 008530
4 The Simms Law Firm, LLC
5 2560 W. Brooks Ave., Suite 101
6 North Las Vegas, Nevada 89032
(702) 333-1449 (O), 702-644-0457 (F)
simmslawfirm@aol.com
Attorney for CAPUCINE Y. HOLMES

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

9 CAPUCINE Y. HOLMES,

10 Plaintiff/Counterdefendant,

11 vs.

12 WILBERT ROY HOLMES,

13 Defendant/Counterclaimant.

) CASE NO.: D-15-523582-D

) DEPT NO.: J

) SUBPOENA – DOMESTIC

) ☐ REGULAR (for personal appearance)

) ☒ DUCES TECUM (for documents)

14
15
16 **THE STATE OF NEVADA SENDS GREETINGS TO:**

17 BANK of AMERICA
18 410 E. Silverado Ranch Blvd
19 Las Vegas, NV 89123

20 **YOU ARE HEREBY COMMANDED:**

21 ☐ Testimony. You are required to attend a hearing to give testimony on (month)

22 _____ (day) _____, 20____ at the hour of (time)

23 _____ ☐ a.m. ☐ p.m. in Department _____ of the District Court, Clark County,

24 Nevada, located at:

25 ☐ The Family Court & Services Center, 601 N. Pecos Road, Las Vegas, Nevada

26 ☐ The Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada.

1 [x] Documents / Things. You are required to produce and permit inspection and copying
2 of designated books, documents or tangible things in your possession, custody or control,
3 or to permit inspection of premises. A list of items to be produced is on page 3 of this
4 Subpoena. Unless the "testimony" box is checked, you may mail copies of requested
5 documents on or before the date listed below in lieu of personal appearance. Mail copies
6 of documents to: (name and address where documents should be sent): Marsha Kimble-
7 Simms, Esq., SIMMS LAW FIRM, LLC, 2560 W. Brooks Ave., Suite 101, North Las
8 Vegas, Nevada 89032. Documents should be provided by July 19, 2016.

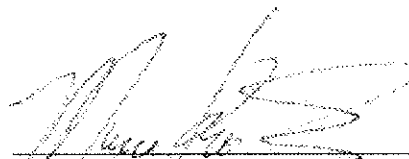
9
10 **WITNESS FEES:** For attending court in obedience to a subpoena, you are entitled to
11 witness fees and mileage traveled, as provided by NRS 50.225. This Subpoena must be
12 accompanied by the fees for one day's attendance and mileage, unless issued on behalf of the State
13 or a State agency.

14
15 **CONTEMPT:** If you fail to attend, you may be deemed guilty of contempt of Court and
16 liable to pay all losses and damages caused by your failure to appear and in addition forfeit One
17 Hundred (\$100.00) Dollars.

18
19 Please see Exhibit "A" attached for information regarding the rights of the person subject to this
20 Subpoena.

21
22 STEVEN D. GRIERSON, CLERK OF COURT

23 By:   7/6/16
24 Deputy Clerk Date
25 *Sasanna Park*

26 Submitted by: 

27 **Marsha Kimble-Simms, Esq.**

1 **EXHIBIT "A" - NEVADA RULES OF CIVIL PROCEDURE RULE 45**

2 **(c) Protection of Persons Subject to Subpoena.**

3 (1) A party or an attorney responsible for the issuance and service of a subpoena shall take
4 reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The
5 court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or
6 attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings
7 and a reasonable attorney's fee.

8 (2)(A) A person commanded to produce and permit inspection and copying of designated books,
9 papers, documents or tangible things, or inspection of premises need not appear in person at the place of
10 production or inspection unless commanded to appear for deposition, hearing or trial.

11 (B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection
12 and copying may, within 14 days after service of the subpoena or before the time specified for compliance
13 if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena
14 written objection to inspection or copying of any or all of the designated materials or of the premises. If
15 objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or
16 inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection
17 has been made, the party serving the subpoena may, upon notice to the person commanded to produce,
18 move at any time for an order to compel the production. Such an order to compel production shall protect
19 any person who is not a party or an officer of a party from significant expense resulting from the inspection
20 and copying commanded.

21 (3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the
22 subpoena if it

23 (i) fails to allow reasonable time for compliance;

24 (ii) requires a person who is not a party or an officer of a party to travel to a place more than
25 100 miles from the place where that person resides, is employed or regularly transacts business in person,
26 except that such a person may in order to attend trial be commanded to travel from any such place within
27 the state in which the trial is held, or

28 (iii) requires disclosure of privileged or other protected matter and no exception or waiver
applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or
commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing
specific events or occurrences in dispute and resulting from the expert's study made not at the request of
any party, the court may, to protect a person subject to or affected by the subpoena, quash or modify the
subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony
or material that cannot be otherwise met without undue hardship and assures that the person to whom the
subpoena is addressed will be reasonably compensated, the court may order appearance or production only
upon specified conditions.

24 **(d) Duties in Responding to Subpoena.**

25 (1) A person responding to a subpoena to produce documents shall produce them as they are
26 kept in the usual course of business or shall organize and label them to correspond with the categories in
27 the demand.

28 (2) When information subject to a subpoena is withheld on a claim that it is privileged or
subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported
by a description of the nature of the documents, communications, or things not produced that is sufficient
to enable the demanding party to contest the claim.

1 **ITEMS TO BE PRODUCED**

2 Any Account No.(s) under the name of Wilbert Roy Holmes, AKA Wilbert Holmes Social Security
3 Number 380-46-0666 and Signature cards and statements for period 12-22-2008 through 5-31-16,
4
5
6

7 **AFFIDAVIT OF SERVICE**

8
9 _____, says: ITEMS TO BE PRODUCED AFFIDAVIT OF
10 SERVICE (Name of process server) _____, says: That at all
11 times herein I was and am over 18 years of age and not a party to nor interested in the proceeding
12 in which this affidavit is made. I received the Subpoena on the (date you received the subpoena)
13 _____ day of _____, 20____, and served the same on the (date you served the subpoena)
14 _____ day of _____, 20____, by delivering a copy to (name of person served)
15 _____ in person at (address where person was served)
16 _____

17 ☐ I am a licensed process server or an employee of a licensed process server; my license
18 or registration number is (insert license or registration number)
19 _____

20 ☐ I am not required to be licensed under Chapter 648 of the Nevada Revised Statutes or
21 another provision of law because I am not engaged in the business of serving legal process
22 within the state of Nevada. I declare under penalty of perjury under the law of the State of
23 Nevada that the foregoing is true and correct.

24 DATED this _____ day of _____, 20____

25 Server's Signature: _____
26 Server's Printed Name: _____
27 Residential / Business Address: _____
28 City, State, Zip: _____
Server's Phone Number: _____
Server's License/Registration number: _____

1 SUB
2 Marsha Kimble Simms, Esq.
3 Nevada Bar No. 008530
4 The Simms Law Firm, LLC
5 2560 W. Brooks Ave., Suite 101
6 North Las Vegas, Nevada 89032
7 (702) 333-1449 (O), 702-644-0457 (F)
8 simmslawfirm@aol.com
9 Attorney for CAPUCINE Y. HOLMES

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

9 CAPUCINE Y. HOLMES,

10 Plaintiff/Counterdefendant,

11 vs.

12 WILBERT ROY HOLMES,

13 Defendant/Counterclaimant.

) CASE NO.: D-15-523582-D

) DEPT NO.: J

) SUBPOENA – DOMESTIC

) ☐ REGULAR (for personal appearance)

) ☒ DUCES TECUM (for documents)

14
15
16 **THE STATE OF NEVADA SENDS GREETINGS TO:**

17 TD AMERITRADE: ATTN LEGAL
18 10801 W Charleston Blvd, Ste 120
19 Las Vegas, NV 89135

20 **YOU ARE HEREBY COMMANDED:**

21 ☐ Testimony. You are required to attend a hearing to give testimony on (month)

22 _____ (day) _____, 20____ at the hour of (time)

23 _____ ☐ a.m. ☐ p.m. in Department _____ of the District Court, Clark County,

24 Nevada, located at:

25 ☐ The Family Court & Services Center, 601 N. Pecos Road, Las Vegas, Nevada

26 ☐ The Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada.
27
28

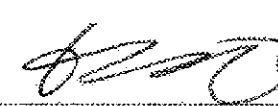
1 [x] Documents / Things. You are required to produce and permit inspection and copying
2 of designated books, documents or tangible things in your possession, custody or control,
3 or to permit inspection of premises. A list of items to be produced is on page 3 of this
4 Subpoena. Unless the "testimony" box is checked, you may mail copies of requested
5 documents on or before the date listed below in lieu of personal appearance. Mail copies
6 of documents to: (name and address where documents should be sent): Marsha Kimble-
7 Simms, Esq., SIMMS LAW FIRM, LLC, 2560 W. Brooks Ave., Suite 101, North Las
8 Vegas, Nevada 89032. Documents should be provided by July 19, 2016.

9
10 **WITNESS FEES:** For attending court in obedience to a subpoena, you are entitled to
11 witness fees and mileage traveled, as provided by NRS 50.225. This Subpoena must be
12 accompanied by the fees for one day's attendance and mileage, unless issued on behalf of the State
13 or a State agency.


14
15 **CONTEMPT:** If you fail to attend, you may be deemed guilty of contempt of Court and
16 liable to pay all losses and damages caused by your failure to appear and in addition forfeit One
17 Hundred (\$100.00) Dollars.

18
19 Please see Exhibit "A" attached for information regarding the rights of the person subject to this
20 Subpoena.

21
22 STEVEN D. GRIERSON, CLERK OF COURT

23
24 By: 
25 Deputy Clerk Date
26 *SUSANNA PARK*



27 Submitted by: 
28 **Marsha Kimble-Simms, Esq.**

1 **ITEMS TO BE PRODUCED**

2 Account No. IRA 181-492026. Any Account No.(s) under the name of Wilbert Holmes Social Security
3 Number 380-46-0666 and Statements for period 12-22-2006 through 5-31-16.

4
5
6
7 **AFFIDAVIT OF SERVICE**

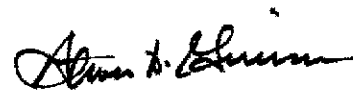
8
9 _____, says: ITEMS TO BE PRODUCED AFFIDAVIT OF
10 SERVICE (Name of process server) _____, says: That at all
11 times herein I was and am over 18 years of age and not a party to nor interested in the proceeding
12 in which this affidavit is made. I received the Subpoena on the (date you received the subpoena)
13 _____ day of _____, 20____, and served the same on the (date you served the subpoena)
14 _____ day of _____, 20____, by delivering a copy to (name of person served)
15 _____ in person at (address where person was served)

16 ☐ I am a licensed process server or an employee of a licensed process server; my license
17 or registration number is (insert license or registration number) _____.

18 ☐ I am not required to be licensed under Chapter 648 of the Nevada Revised Statutes or
19 another provision of law because I am not engaged in the business of serving legal process
20 within the state of Nevada. I declare under penalty of perjury under the law of the State of
Nevada that the foregoing is true and correct.

21 DATED this _____ day of _____, 20____

22 Server's Signature: _____
23 Server's Printed Name: _____
24 Residential / Business Address: _____
25 City, State, Zip: _____
26 Server's Phone Number: _____
27 Server's License/Registration number: _____
28



CLERK OF THE COURT

REQT

Marsha Kimble- Simms
Nevada Bar No. 8350
Simms Law Firm, Llc
2560 W. Brooks Ave, Suite #101
North Las Vegas, Nevada 89032
Telephone: (702)275-4185
Facsimile: (702) 664-0457
Attorney for Plaintiff
CAPUCINE YOLANDA HOLMES

**DISTRICT COURT
CLARK COUNTY, NEVADA**

CAPUCINE YOLANDA HOLMES,	) Case No.: D-15-523582
	) Dept No.: J
Plaintiff,)
)
vs.)
)
WILBERT ROY HOLMES)
)
Defendant)

REQUEST FOR PRODUCTION OF DOCUMENTS

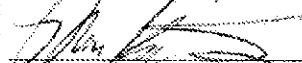
Pursuant to Nevada Rule of Civil Procedure 34, Documents include "writings, drawings, graphs, chart, photographs, phone records, and other data compilations from which information can be obtained, translated, if necessary, by the responding party through detection devices into reasonable usable form.

1. Please produce the documents in your possession, custody or control which support your responses to the interrogatories served concurrently herewith.
2. Please produce the documents in your possession, custody or control which support your responses to the requests for Admission served concurrently herewith.
3. Please produce the documents in your possession, custody or control which support each affirmative defense which have asserted in your answer to complaint against you. Designate which particular defense or defenses you claim each document produced applies to.

4. Please produce the documents in your possession, custody or control which you contend support each allegation in your complaint. Designate which particular allegation or allegations each document produced applies to.
5. Please produce the documents in your possession, custody or control which support your claimed damages.
6. Please produce the documents in your possession, custody or control which support your claim for physical, mental or emotional injuries.
7. Please produce the documents in your possessions, custody or control which support each contention which you are making that someone other than you responsible, in whole or in part for the damages asserted in the complaint.
8. Produce any and all videotapes (including surveillance), charts , plats, drawings, laser copies of or actual photograph (e.g. in color) or otherwise of; (a) any evidence involved in this matter; (b) any party to this action, plaintiff, defendant, and/or witness.
9. Produce copies of all written and or audiotapes of any recorded statements of either party and/or non- party witnesses as to either (a) evidence used in this case. (b) extent of any injuries or damages sustained by plaintiff.
10. Produce copies of investigative reports from any agency, organization or business.
11. For each to witness you will testify at trial, or any hearing related to this case. Please produce a copy of their profession, connection and their complete file to this case.

Dated this 12th day of July, 2016

Simms Law Firm, LLC



Marsha Kimble Simms, Esq.

Nevada Bar No. 008530

The Simms Law Firm, LLC

Cheyenne West Corporate Park

2560 W. Brooks Ave., Suite 101

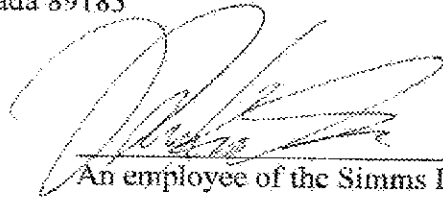
North Las Vegas, Nevada 89032

Attorney for Plaintiff

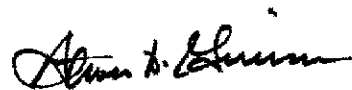
CERTIFICATE OF MAILING

I hereby certify that I am an employee of the Simms Law Office, Llc, 12th day of July, 2016. I served a true and correct copy of the foregoing Interrogatories by depositing the same in a sealed envelope upon which first class postage was fully prepaid, and addressed as follows:

Wilbert Roy Holmes
10550 Patrington Court
Las Vegas, Nevada 89183



An employee of the Simms Law Firm, Llc



CLERK OF THE COURT

1 **INTG**

2 Marsha Kimble-Simms, Esq.
3 Nevada Bar No. 008530
4 The Simms Law Firm, LLC
5 2560 W. Brooks Ave., Suite 101
6 North Las Vegas, Nevada 89032
7 (702) 333-1449 (O)
8 (702) 664-0457 (F)
9 Email Address: simmslawfirm@aol.com
10 Attorney for Plaintiff
11 CAPUCINE YOLANDA HOLMES

12 **DISTRICT COURT**
13 **CLARK COUNTY, NEVADA**

14 CAPUCINE YOLANDA HOLMES,	) Case No.: No. D-15-523582
	) Dept No.: J
15 Plaintiff,)
16 vs.)
17 WILBERT ROY HOLMES,)
18 Defendant)

19 **INTERROGATORIES**

20 **TO: WILBERT ROY HOLMES**

21 COMES NOW Defendant, WILBERT ROY HOLMES, by and through his attorney, and
22 pursuant to N.R.C.P. Rule 33 of the Nevada Rules of Civil Procedure, propounds the following
23 Interrogatories to Defendant. Plaintiff requests that Defendant serve its answers, in writing and under
24 oath, to the undersigned counsel for Plaintiff at 2560 W. Brooks Ave., Suite 101, North Las Vegas,
25 Nevada 89032 within 30 days of service of these Interrogatories.

26 ///

27 ///

1 For the purpose of these Interrogatories only, Plaintiff has used the definitions set forth below:

2 1. Definitions

3 As used in these Interrogatories:

4 1. "Agreement" means a contract, arrangement, or understanding, formal or informal, oral or
5 written, between two or more persons.

6 2. "Any" means one or more.

7 3. "Communication" means any disclosure, transfer, or exchange of information or opinion,
8 however made.

9 4. As used herein, the word "Spouse" shall mean your spouse, including all officers, attorneys,
10 agents, employees and representatives acting on your spouse's behalf, its predecessors and/or
11 successors.

12 5. As used herein, the word "You" shall mean you, including all officers, attorneys, agents,
13 employees and representatives acting on your behalf.

14 6. As used herein, the words "you" or "your" shall refer to You as defined hereinabove.

15 7. (4) As used herein, the words "every document" shall mean every writing or record, however
16 produced, reproduced or preserved, including, but no limited to every book, pamphlet,
17 periodical, letter, memorandum, telegram, report, record, study, inter-office and intra-office
18 communication, memorandum reflecting an oral communication, handwritten or other notes,
19 working paper, draft, application, permit, chart, drawing paper, graph, survey, index tape, disc,
20 data sheet, data processing card, computer print out and every other written, typed, recorded,
21 transcribed, filed or graphic matter, except such documents as are immune from production
22 under applicable law.
23
24
25
26
27
28

1 8. (5) As used herein, the word "person" shall include individuals, firms, partnerships,
2 corporations, proprietorships, associations, governmental units and every other type of
3 organization or entity.

4 (6) As used herein, the word "date" shall mean the exact day, month and year, if ascertainable, or
5 otherwise the word "date" shall mean the best available approximation (including relationships to
6 other events).

7 (7) As used herein, the word "identify", when used in reference to:

8
9 (a) An individual, shall mean to state his or her full name, present or last known residence
10 address (designating which), and present or last known (designating which) business affiliation,
11 job title and employment address.

12 (b) A firm, partnership, corporation, proprietorship, association or other organization or entity,
13 shall mean to state its full name and present or last known (designating which) address and
14 telephone number.

15 (c) A document, shall mean to state the title, if any, the date, author, sender, recipient, the
16 identity of persons signing it, type of document (i.e. a letter, memorandum, book, telegram,
17 chart, etc.) or some better means of identifying it, a summary of its contents, and its present
18 location or custodian. In the case of a document within the possession, custody, control or access
19 of You, whether You will make it available to the undersigned attorneys for inspection and/or
20 copying; and, in the case of a document that was, but is no longer in the possession, custody or
21 control of You what disposition was made of it, when and to whom.

22 II. Instructions

23
24 (1) Each interrogatory should be answered separately upon the knowledge or upon the
25 information and belief of the responding party, and any answer based upon information and
26 belief should state that it is given upon such basis.

1 (2) If the complete answer to an interrogatory is not known, so state and answer as fully as
2 possible each part of such interrogatory to which the answer is known.

3 (3) The following interrogatories shall be continuing to the full extent permitted under the
4 applicable provisions of the Nevada Revised Civil Procedure.

5 (4) If any information is withheld under any claim or privilege, the following shall be provided
6 with respect to such information: every person to whom such information has been
7 communicated by the responding party, and from whom such information was learned by the
8 subject matter of such information, and the basis upon which such privilege is claimed.

9 **INTERROGATORY NO. 1:**

10 Please state your full name, giving all previous names, if any, by which you have been known.

11 **INTERROGATORY NO 2:**

12 Please list the following information with respect to your current residence and all locations at
13 which you have previously resided since the date of your marriage to the present:

14 a. Address (street, apartment number, city, county and state);

15 b. Type of residence (apartment, duplex, condominium, or single family dwelling);

16 c. Size of residence (number of square feet, number of bedrooms and number of
17 bathrooms);

18 d. Beginning and ending dates of your residency at each location;

19 (e) Other persons, besides yourself, including relatives and children, who now reside or
20 have resided, including dates, with you at each location.

21 **INTERROGATORY NO 3:**

22 Do you have the use or possession of automobile, other motor vehicles, recreational equipment
23 (e.g. golf clubs, camping equipment, boats, vehicles, etc...)? If so, please state the style, make
24 and model of each automobile and the name of the respective owner.

25 **INTERROGATORY NO 4:**

26 Any and all stock certificates, bond certificates, mutual funds certificates, and any other evidence
27 of ownership or of any interest in any securities, investments, mutual funds, liquid assets funds,
28

1 corporation, fund or trust fund naming you individually and/ or jointly with any other or others,
2 as the owner of the same from the date of the marriage through the trial of this matter.

3 **INTERROGATORY NO 5:**

4 Any and all monthly bank statements, receipts and records of all debit card, credit card and
5 charge account held, used or maintained by you individually and/or jointly with any other or
6 others, or any or any other accounts you were or are authorized to charge purchases to the
7 accounts of another person or entity (regardless of whether or not the account or accounts have
8 been closed), from the date of the marriage through the trial of this matter.

10 **INTERROGATORY NO 6:**

11 Have you paid a fee a stockbroker or investment counselor within the past two (2) years? Is so,
12 please state the name of each person or company and the amount paid.

14 **INTERROGATORY NO 7:**

15 Any and all evidence of property and/or interest in property of every kind and character
16 whatsoever owned by you individually and/or jointly with any other or others, including any
17 reversionary interests, and including, but not limited to, accounts receivable, notes, corporate
18 agreements, partnership agreements, tax deferred annuities, profit-sharing statements, pension
19 plan statements and savings account statements from the date of the marriage through the trial of
20 this matter.

22 **INTERROGATORY NO. 8:**

23 Any and all warranty deeds, quitclaim deeds and deeds to secure debt which name you as grantee
24 or grantor, individually and/or jointly with any other or others, or in your name in trust or in your
25 name as guardian for any other person, relating to any property in which you have or have had
26 any interest or equity from the date of your divorce from Defendant to the date of trial of the
27
28

1 above- styled case. Also produce all closing statements, sales agreements and options, or other
2 documents relating to your purchase or sale of any interest in real property since the date of the
3 marriage through the trial of this matter, including any leases or mortgages related thereto
4 (including monthly payments and present outstanding balance of principal and interest) together
5 with any evidence showing all contributions in cash or otherwise made by you to the acquisition
6 of such real estate.
7

8 **INTERROGATORY NO. 9:**

9 Any and all documents, memoranda, closing statements or writings relating to any interest you
10 had or may have in real estate, whether as owner, co-owner, fiduciary, trust beneficiary (vested
11 or contingent), partner, limited partner, shareholder, joint venturer, mortgagee, developer,
12 manager or otherwise; and copies of all real estate mortgages held by you, or by any entity
13 (including but not otherwise; and copies of all real estate mortgages held by you, or by any
14 entity (including but not limited to realty trusts, partnerships or corporations) in which you have
15 or had a present or contingent interest from the date of the marriage through the trial of this
16 matter.
17
18

19 **INTERROGATORY NO. 10:**

20 Complete copies of all state and federal income tax returns filed by you individually and/or
21 jointly with any others from the date of the marriage through the trial of this matter, including all
22 accompanying schedules, any attachments to such returns and all worksheets used in preparing
23 same, requests for any tax extensions, and all 1099, K-1 (IRS Form 1065) and W-2 forms from
24 2008 to 2015.
25

26 **INTERROGATORY NO. 11:**

27 All life insurance policies and certificates on your life as well as all premium notices, beneficiary
28

1 designation forms and other records and documents received or compiled by you in connection
2 with any life insurance of which you are the owner and/or the insured person since the date of the
3 marriage through the trial of this matter. If you have changed the beneficiary of any of your life
4 insurance in the last two (10) years, produce all forms reflecting these changes.

5 **INTERROGATORY NO. 12:**

6
7 Any and all tangible evidence of any nature including telephone records, detective reports,
8 photographs, video tape recordings or voice recordings which relate in any manner to the
9 conduct of your spouse during the marriage which you contend provides the basis for (1)
10 grounds for divorce, (2) determination of equitable division of property, (3) the denial or award
11 of alimony.
12

13 **INTERROGATORY NO. 13:**

14 All information, including without limitation, salaries, bonuses, stock options, commissions,
15 earning, income employment contracts, pay raises, promotions, payroll deductions, other
16 deductions of any kind, credit union accounts, pension plan, pension fund, retirement plan,
17 retirement fund, stock plan and stock fund and other benefits or deductions of any kind which
18 are, were previously, or which, may be in the future paid, available, accepted, rejected, credited,
19 offered, withheld for any purpose by any individual agency, department, company, entity, or
20 otherwise, or to which you are, were or may become entitled in the future, at any time from the
21 date of the marriage through the trial of this matter.
22

23 **INTERROGATORY NO. 14:**

24
25 Any and all savings statements, bank statements, savings certificates or documentary evidencing
26 ownership of money by You or in the name of You or in the name of another and You the date of
27 the marriage through the trial of this matter.
28

1 **INTERROGATORY NO. 15:**

2 Copies of any gift and sales tax returns filed by you or any corporation or partnership in which
3 you have a financial interest exceeding 10% for the seven most recent tax years.

4 **INTERROGATORY NO. 16:**

5 Copies of all records, documents, papers, and memoranda pertaining to monies received and
6 being received by you from all sources, including but not limited to: gross income from
7 employment; tips; commissions; bonuses; profit-sharing; deferred compensation; severance pay;
8 cost of living allowances; overtime; second jobs; part-time jobs; contract income; investments;
9 interest and dividends; pensions; trust and estate income; royalties; annuities; structured
10 settlements; capital gains; Social Security benefits; veterans' benefits; military personnel fringe
11 benefits; disability insurance; retirement/pensions; gifts; prizes, lottery winnings; educational
12 grants; income of new spouse or live-in companion; alimony received; business income from
13 sources such as self-employment, partnership, close corporations, and independent contracts;
14 type of business expenses claimed to arrive at net business income; rental income; employment
15 perquisites, including use of car, housing, and reimbursed expenses; forgiveness of debt; and use
16 of property at less than the customary charge for the ten most recent calendar years and the
17 present calendar year to date.
18
19
20

21 **INTERROGATORY NO. 17:**

22 All leases and rental agreements (including real estate, vacation home, car, and any other leases)
23 for the time periods of 2008, 2009, 2010, 2011, 2012, 2013, 2014 and 2015.
24

25 **INTERROGATORY NO. 18:**

26 Copies of all medical records for medical and psychiatric care for the last 5 years and the present
27 current year.
28

1 **INTERROGATORY NO.19:**

2 Please list each and every source of income you have had since the date of marriage, including,
3 but not limited to, identifying the source, the salary or wages, commission and bonuses received
4 by you in each employment, interest, dividend and the amount of your gross income as shown on
5 your Federal Income Tax return, W-2 or 1099; or, if self-employed, the name of any business
6 interest from which you drew an income, and the amount of the draw.
7

8 **INTERROGATORY NO.20:**

9 Are you a member of a professional or business organization or club? If so, please identify each
10 such organization(s) or club(s) and the beginning and ending dates of membership.
11

12 **INTERROGATORY NO.21:**

13 Have you taken any vacations or trips since the date of marriage? If so, please identify where you
14 went, with whom and what your expenses were.

15 **INTERROGATORY NO.22:**

16 Please give the following information with respect to your health and physical condition:

17 (a) What is the present condition of your health?

18 (b) Are you now under the care of a health care professional? If so, please state the
19 condition for which you are being treated.
20

21 (c) When was the last time you consulted with a health care practitioner?

22 (d) Do you have an immediate need for health care attention? If so, please state the
23 condition for which you need treatment.
24

25 (e) What did you spend for personal medical services in the past year?

26 ///

27 ///

1 **INTERROGATORY NO.23:**

2 Please describe any real property you now own or have owned or have any interest in at any time
3 since the date of this marriage to the present. Your description should include, but not limited to,
4 the nature of your interest, the address, including a complete legal description thereof, the
5 method of acquisition of interest; the date of acquisition; the purchase price; what portion of the
6 purchase price was in cash and what portion was financed; and the present balance due on the
7 purchase price.
8

9 **INTERROGATORY NO.24:**

10 Please list each and every exhibit that you intend to have admitted into evidence at
11 the time of trial and for each exhibit please state:
12

- 13 a)The name, professional status, job title, and address of each
14 individual who presently has custody of the original of the exhibit.
15 b. The name, address, job title, and professional status of each and
16 every witness from whom you will, at the time of trial, elicit testimony
17 to admit the exhibit as evidence.
18

19 **INTERROGATORY NO.25:**

20 Please list all transfers of property, both real and personal, which you have made since the date
21 of marriage to any individual or legal entity, describing the property transferred, the date of the
22 transfer, to whom the such property was transferred, the consideration paid by such transferee
23 and the consideration paid by you at the time of acquisition of each property. Identify each
24 person, other than counsel, who provided information or assisted you with respect to the
25 preparation of the answers to the foregoing interrogatories and identify the specific
26
27
28

1 interrogatories or which each person provided information or assistance and the substantive
2 information provided by each person and/ or the type of assistance each person rendered.

3 **INTERROGATORY NO.26:**

4 Please describe any savings, checking, or commercial accounts in your name solely or jointly
5 with others, with any bank, or financial institution since the date of marriage you have had. Your
6 description should identify the bank or financial institution; type of account; the names on the
7 account; the name and present address if such information as is known to you concerning all
8 persons authorized to withdraw from the account; the account number; the amount of the present
9 balance in each account thirty (30) days prior to the filing of these interrogatories.
10

11 **INTERROGATORY NO.27:**

12 List all cash (in excess of \$500.00) which was at any one time given or transferred since the date
13 of this marriage to any relative by blood or marriage, or any other individual or legal entity. State
14 the date of such transaction, identify the recipient, the amount involved and the purpose for
15 which such transfer was made.
16

17 **INTERROGATORY NO.28:**

18 Please describe any assets which you, within six (6) months prior to the filing of the pleading for
19 divorce to the present date sold, transferred, or encumbered. Your description should include, but
20 not limited to a description of the asset or assets that were sold, transferred, or encumbered; the
21 date of each transaction; and the party, firm, or agent who acquired your asset or assets.
22

23 **INTERROGATORIES 29:**

24 Please list all transfers, gifts, or other acts whereby custody or possession of property, real or
25 personal, was transferred by you to any trust since the date of marriage. With respect to such
26
27
28

1 transfers, state the date of the transfer, the beneficiaries of the trust, and the acquisition cost of
2 the transferred property to you.

3 **INTERROGATORY NO.30:**

4 Please list any trust created by you, stating the date of its creation, the names of the trustees, the
5 beneficiaries, the terms of the trust, including the date or event upon which it will terminate and
6 the amount and source of the corpus of the trust.
7

8 **INTERROGATORY NO.31:**

9 List any trust(s) not included in the answers to the two preceding Interrogatories of which you
10 are a trustee. Please state the date of creation, names of the other trustees, the beneficiaries, the
11 terms of the trust(s), including the date or event upon which it will terminate and the amount of
12 the corpus of the trust(s).
13

14 **INTERROGATORY NO.32:**

15 Please list any trust(s) of which you are a beneficiary, and with respect to such trust(s), please
16 state the following:

17 a. The amount and original source of the trust corpus;

18
19 b. The annual income of the trust(s) for the past 10 years, the amount of income distributed to the
20 beneficiaries, and the amount received in each of the last two (10) years by each beneficiary;

21 **INTERROGATORY NO.35:**

22 Please list any trust created by you, stating the date of its creation, the names of the trustees, the
23 beneficiaries, the terms of the trust, including the date or event upon which it will terminate and
24 the amount and source of the corpus of the trust.
25

26 ///

27 ///

1 **INTERROGATORY NO.36.:**

2 List any trust(s) not included in the answers to the two preceding Interrogatories of which you
3 are a trustee. Please state the date of creation, names of the other trustees, the beneficiaries, the
4 terms of the trust(s), including the date or event upon which it will terminate and the amount of
5 the corpus of the trust(s).
6

7 **INTERROGATORY NO.37:**

8 Please list all current loans to yourself from any bank or lending institution. With respect to each
9 loan, please identify the lender, the date of the loan, the terms of the loan and the purpose of the
10 loan.
11

12 **INTERROGATORY NO.38:**

13 Please identify any and all financial statements you have compiled and/or submitted to any bank,
14 mortgage company or other lending institution including the date the financial statement was
15 submitted and purpose for submitting same.
16

17 **INTERROGATORY NO.39:**

18 Please list all estates not included in the response to the preceding Interrogatory for which you
19 are an executor or administrator or personal representative or have held such position since the
20 date of this marriage.
21

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

1 **INTERROGATORY NO.40:**

2 Provide all documentation of insurance policies and claims to insurance companies for life, auto,
3 home and vacation rentals within the date of marriage to the date of these interrogatories.

4 Dated this 12th day of July, 2016

5 Simms Law Firm, LLC

6 By 

7 Marsha Kimble Simms, Esq.

8 Nevada Bar No. 008530

9 The Simms Law Firm, LLC

10 Cheyenne West Corporate Park

11 2560 W. Brooks Ave., Suite 101

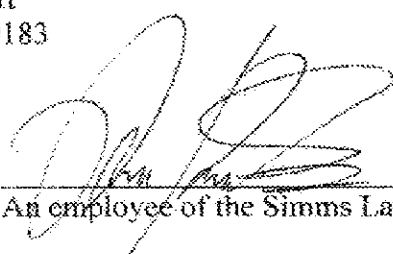
12 North Las Vegas, Nevada 89032

13 Attorney for Plaintiff

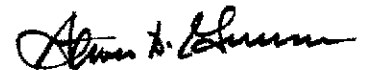
14 **CERTIFICATE OF MAILING**

15 I hereby certify that I am an employee of the Simms Law Office, Llc, 12th day of July,
16 2016, I served a true and correct copy of the foregoing Interrogatories by depositing the same in
17 a sealed envelope upon which first class postage was fully prepaid, and addressed as follows:

18 Wilbert Roy Holmes
19 10550 Pattrington Court
20 Las Vegas, Nevada 89183

21 
22 An employee of the Simms Law Firm, Llc

THIS SEALED
DOCUMENT,
NUMBERED PAGE(S)
150 - 154
WILL FOLLOW VIA
U.S. MAIL



CLERK OF THE COURT

Case No. D-15-523582-D

Dept No. J

IN THE EIGHT JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK

HOLMES, CAPUCINE YOLANDA

Plaintiff (Petitioner),

MOTION FOR CHANGE
OF VENUE

vs.

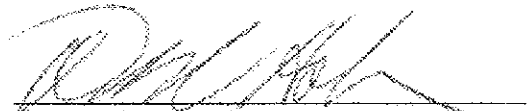
HOLMES, WILBERT ROY

Defendant (Respondent).

COMES NOW, Petitioner, WILBERT R HOLMES acting in pro per, and requests a
Change of venue in the above-entitled case.

This Motion is made and based upon the Points and Authorities and Affidavit of Petitioner
attached hereto and all documents on file herein.

DATE: 7/11/2016


(Signature)

WILBERT R HOLMES

(Name)

10550 PATRINGTON CT.
LAS VEGAS NEVADA
89183

(Address)

702 281 5752

(Telephone Number)

POINTS AND AUTHORITIES

1 *There is reason to believe that an impartial trial cannot be had therein.*

2 *It is recognized that this divorce matter's court proceedings have been corrupted*
3 *and influenced.*

4 *All of the motions I have filed have pertaining to Capucine Holmes been denied*
5 *concerning this divorce case without valid justification.*

6 *The next Evidentiary Hearing is scheduled for October 11, 2015, from April 16,*
7 *2015. (over 5 months). A unusually long period of time needed to produce the one*
8 *document the judge required, a house appraisal. Which was available within two*
9 *weeks.*

9 *The wait time is excruciating in this highly emotional divorce. I filed a Ex Parte*
10 *Motion for An Order Shortening Time. Sighting my medical reasons and others for*
11 *such (see exhibit A) request. This sensible motion has been denied with no*
12 *reason also.*

12 *I did not receive a official notice of this decision from the judge. I only found out by*
13 *making numerous calls to the judges department. Where I was screamed at and*
14 *insulted and hung up on by her clerk (I have the voice recording of such).*

15 *I was informed many times by my adverse party (wife) Capucine Holmes that:*

16 *"You will never get anywhere in the Las Vegas Courts because I am a friend of*
17 *many judges and professionals"*

18 *I can attest and prove that some Clark County judges have visited Capucine*
19 *Holmes at my home while we lived together in the past years. Capucine Holmes*
20 *is a recognized popular "Black Woman Whos Who" in the Las Vegas community*
21 *and she is posted on many social and community websites.*

21 *The plaintiff Capucine Y Holmes is impacting the fact directly, without*
22 *hesitation, stated to me Wilbert R Holmes defendant, that she has an ultimate*
23 *'POWER' within the Clark County judicial System due to her close personal ties and*
24 *close friendships with many judges she personally knows well on their 'good*
25 *terms'.*

26 *The plaintiff has had Clark County judges at private parties in our home*
27 *over several years, during the marriage and the Plaintiff's own social events she*
28 *has attended with judges. The plaintiff continues her threats to me the defendant,*
29 *that I will lose in any case in Clark County Court rooms involving the Plaintiff, due to*
30 *her ultimate 'close and good' friendships with the judges presiding in the Clark*
31 *County Court System, in the courtrooms and behind the scenes.*

POINTS AND AUTHORITIES

continued

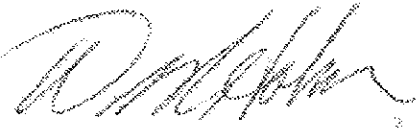
1 I am hoping to have our divorce case heard and 'judged fairly' in any
2 court of law, so help me God. Although I myself the defendant, may be at a great
3 disadvantage having this court case or any other heard in Clark County's judicial
4 system.

5 ~~Based on these~~ and other factually documented situations I Wilbert R. Holmes
6 ~~humbly request a~~ Change of Venue away from the Las Vegas Courts area.

7 All of the records in this matter and any testimony that eventually will have to
8 be taken will be from residents, friends, professionals and neighbors in Nye
9 County.

10 Therefore, it is respectfully requested the venue of this matter be changed
11 from the County Clark of to the County of Nye and the case be transferred thereto,
12 and that all further proceedings involving Capucine Y Holmes be held in the
13 Family Court of the Judicial District Court of the State of Nevada, in and for the
14 county of Nye.

15 Wilbert R. Holmes

16 
17 10650 PARKWOOD CT.
18 LAS VEGAS NV 89153
19 702-247-5752 (HOME)
20
21
22
23
24
25
26
27
28

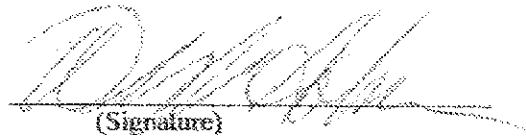
AFFIDAVIT OF: WILBERT R HOLMES
(Your Name)

STATE OF NEVADA)
COUNTY OF CLARK) ss.

I, WILBERT R HOLMES being first duly sworn under oath and the penalties
(Your Name)
of perjury, do hereby depose and say:

1. I am a Petitioner in this action and I have read the foregoing Motion For Change of
Venue, know the contents of the Motion and the matters stated therein are true of my own
knowledge, except for those matters stated on information and belief, and, as to those matters, I
believe them to be true.

DATE: 7/11/2016


(Signature)

WILBERT R HOLMES
(Name)
10550 PATRINGTON CT.
LAS VEGAS NV 89183
(Address)

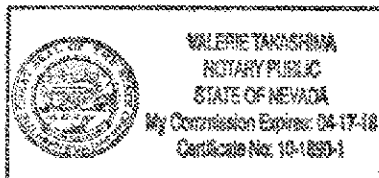
702 281 5752

(Telephone Number)

SUBSCRIBED AND SWORN to before me
this 11 day of July, 2016.

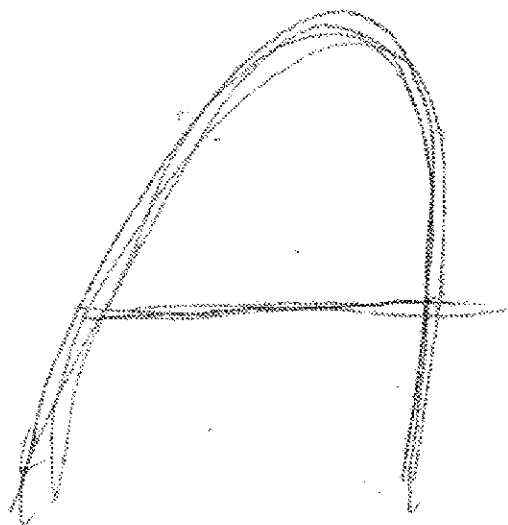


NOTARY PUBLIC



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT



6 PAGES

A 1 of 6

MOT

Name: Wesley R. Holmes
Address: 10550 PLEASANTON CT
LAS VEGAS NV 89183
Telephone: 702 281-5159
Email Address: WesleyR.Holmes@me.com
Self-Represented

DISTRICT COURT
CLARK COUNTY, NEVADA

HOLMES, CAPUCINE TORANOA

Plaintiff,

CASE NO.: D-15-523582-D

DEPT: J

vs.

HOLMES, WILBERT ROY

Defendant.

EX PARTE MOTION FOR AN ORDER SHORTENING TIME

☐ Plaintiff / ☒ Defendant, (your name) WILBERT ROY HOLMES in proper person, hereby files an Ex Parte Motion for an Order Shortening Time pursuant to EDCR 5.31, and requests that this Court shorten the time in which to hear the Movant's (name of motion to be heard) EMERGENCY HEARING, which was filed on (date you filed the motion) complaint filed on 11-9-15

This application is based upon the pleadings and papers on file and the affidavit of Movant attached to this motion.

DATED this (day) 29 day of (month) JUNE, 2016.

Respectfully Submitted By: ▶

[Signature]
(your signature)

Wesley R. Holmes
(printed name)

A 2 of 6

**DECLARATION IN SUPPORT OF EX PARTE MOTION FOR AN ORDER
SHORTENING TIME**

I declare, under penalty of perjury:

1. I am the Movant in the above-entitled action. I have personal knowledge of the facts contained herein and am competent to testify to these facts.

2. I filed my (name of motion) EMERGENCY HEARING
^{complaint}
on (date you filed the motion) 11-5-2015. I was given a hearing date of (current court date) 10-11-2016 at (time of hearing) 1:30 P.M.

3. There is an emergency that cannot wait until that date to be heard. The emergency is: I HAVE A TERMINAL BLIND TUMOR*. ALSO ALL THE REQUIRED DETAIL ORDERED BY THE COURT IS AVAILABLE/COMPLETED A HOPE PROSAL *I HAVE DOCTORS LETTERS AND REPORTS CITED SUCH. I WOULD LIKE TO HAVE THIS DIVORCE FINAL BEFORE I DIE.

4. This Ex Parte Motion for an Order Shortening Time is made in good faith.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 29th day of JUNE, 2016.

Submitted By: (your signature) ▶ [Signature]

(print your name) DARRELL R. THOMAS

A 3 of 6



Holmes, Wilbert R.

69Y old Male, DOB: 11/21/1946

10550 PATKINGTON CT, LAS VEGAS, NV 89183-4562

Home: 702-281-5732

Provider: Ramanathan, Ravi S

Telephone
Encounter

Answered by Kotlarsky, Yakov David

Date: 12/16/2015

Time: 01:39 PM

Message

To whom it may concern,

Mr. Wilbert Holmes is a patient of ours, here at FDOCV since 2006. He has a significant medical history of Trigeminal Neuralgia, and chondroblastoma, for which he currently takes chronic pain medications for. He was diagnosed with Chondroblastoma in 2009, and underwent surgery and subsequent radiation therapy to treat his condition.

Though this condition may be terminal, Mr. Holmes is doing exceptionally well and has responded positively to surgery and radiation treatments. His condition does not hinder him from traveling, and is medically cleared to travel, as he wishes. If you have any questions, please do not hesitate to contact us.

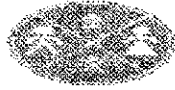
Sincerely,

Yakov D. Kotlarsky PA-C

Patient: Holmes, Wilbert R. DOB: 11/21/1946 Provider: Ramanathan, Ravi S 12/16/2015

Note generated by eClinicalWorks EMR/PM Software (www.eClinicalWorks.com)

A 4 of 6



Family Doctors
OF GREEN VALLEY

Where your family needs care.

Holmes, Wilbert R.

69 Y old Male, DOB: 11/21/1946

10430 PATRINGTON CT, LAS VEGAS, NV 89131-4718

Home: 702-382-3752

Provider: Ramaneethan, Havi S

Telephone
Encounter

Answered by Kotlarsky, Yaakov David

Date: 04/11/2016

Time: 04:54 PM

Message

To whom it may concern,

Mr. Wilbert Holmes is a patient of ours, here at FDOGV since 2006. He has a significant medical history of Trigeminal Neuralgia, and chondroblastoma, for which he currently takes chronic pain medications for. He was diagnosed with Chondroblastoma in 2009, and underwent surgery and subsequent radiation therapy to treat his condition.

Though Mr. Holmes is doing well, he has been having increasing frequency and intensity of headaches and trigeminal neuralgia.

Sincerely,

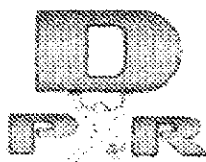
Yaakov D. Kotlarsky PA-C

Patient: Holmes, Wilbert R. DOB: 11/21/1946 Provider: Ramaneethan, Havi S 04/11/2016

Print generated by eClinicalWorks, EHR/EMR Software (www.eClinicalWorks.com)

Holmes, Wilbert Male 11-21-1946

A5 OF 6



**DYNAMIC
PAIN
REHABILITATION**

Alexander Inas, M.D.
Max L. Carter, Ph.D, PA
1358 Paseo Verde Pkwy, #100
Henderson, NV 89012 - 5724
Tel: (702) 982-7100
Fax: (702) 982-7102

Holmes, Wilbert DOB: 11-21-1946

MR #: SCL04900

Date of Service: 04-12-2016

Primary Care Physician : Dr. Ramanathan Dr. Ramanathan, Ravi S

CHIEF COMPLAINT : Head Pain

HISTORY OF PRESENT ILLNESS:

Head Pain Wilbert is here with pain in his head. He complains of pain on the right side of his head . He is also due for medications refills. He will review his medication prior to refilling.

CURRENT MEDICATION

Neurontin 300 mg capsule 1 Tablet Three times a Day PRN for 30 Days , Dispense 90 Tablet
Ultram 50 mg tablet 1 Tablet Four times a Day PRN for 30 Days , Dispense 120 Tablet
Lyrica 50 mg capsule 1 Tablet Twice a Day PRN for 30 Days , Dispense 60 Tablet
Ultram ER 200 mg tablet,extended release 1 Tablet Once a Day for 30 Days , Dispense 30 Tablet

ALLERGY

No Known Drug Allergies.

REVIEW OF SYSTEMS

Neurological: *He has headaches.*

Elimination: *He is up an average of 1-2 times a night to urinate.*

Skeletal/Muscle: *He has a history of arthritis and pain in legs with activity.*

Nutrition: *He has history of weight loss >10 lbs in the last 6 months and chewing problems.* He appetite is fair.

VITALS

Pain Scale : 2 Vitals within normal range? : Yes Height (inches) : 74.00 Weight (lbs) : 260.00 Blood pressure : 123/78 BP Diastolic : 78 BP Systolic : 123 Pulse : 72 Respiration : 16 Temp (in deg F) : 99.00
BMI : 33 BSA : 2

PHYSICAL EXAMINATION

A 6 of 6

HEENT: *There is visible trauma of the head. Right facial scar after chondroblastoma removal* Extra-ocular muscles are intact. Ear exam is intact for hearing and no visible ear lesions. Nasal exam is intact for smell and no visible nasal lesions. Throat exam shows a midline trachea, with no thyromegaly. Swallowing is normal. Cranial nerves 2 - 12 are grossly intact.

Joints - Knees: *He has marked crepitus of right knee on examination. There is diffuse anterior right knee tenderness.* There is no right knee swelling. There is no right knee ecchymosis on exam. There is no right knee effusion on exam. Right knee ROM is normal. Right knee compartment testing was normal. Right patello-femoral exam was normal. Right knee ligament testing showed no pain. Observation of the right knee during the exam was consistent with symptoms. *He has marked crepitus of left knee on examination. There is diffusely anteriorly left knee tenderness.* There is no knee swelling. There is no left knee ecchymosis on exam. There is no left knee effusion on exam. Left knee ROM is normal. Compartment testing was normal. Left patello-femoral exam was positive for maltracking. Left knee ligament testing showed no pain. Observation of the left knee during the exam was consistent with symptoms. He has no hamstring tightness on exam.

Neurological - Sensation: *Sensation is decreased in the right face* to pinprick, light touch, vibration, and proprioception.

Head Exam: *The patient has right frontal and right side of head headaches.* The patient has no greater occipital neuralgia.

OVERALL REVIEW

ICD: Chronic pain syndrome (G89.4)

ICD: Knee osteoarthritis (M17.9)

Osteoarthritis Assess (1006F)

ICDs:

(G89.4)

(M17.9)

Tobacco Non-user (1036F)

ICDs:

(G89.4)

(M17.9)

OFFICE VISIT ESTB. PT. (99213)

ICDs:

(M17.9)

Drug Screen One/mult Class (50354)

ICDs:

(G89.4)

URINE SCREEN (G0434) , Elig Prof Doc Med Rec Obld Updtd/rev Pt Cur Meds (G8427) , Pain Assess Doc Pos Using Standard Tool F/u Plan (G8730) , Scr Clin Degr Doc Pos & F/u Plan Is Documented (G8431) , Bmi Doc W/ Normal Param & No E/u Plan Required (G8420) , Normal Blood Press Reading Doc F/u Not Required (G8783)

Assessment: 1. Chronic pain syndrome

2. 2009 partial chondroblastoma removal from right side of brain

3. Resulting trigeminal neuralgia

4. Bilateral knee osteoarthritis with left TKA in 2002

5. Right sided headaches due to the chondroblastoma

6. Fatigue

Plan: Mr. Holmes is controlling his chronic medical condition with non-narcotic, non-addictive pain medication. He has a tumor in his head that causes intractable pain and headaches which mandates him taking his medication on a regular basis to have any quality of life. Since he is not taking any narcotics, he capable of functioning and conducting his daily activities with little to any mental impairment.

Holmes, Wilbert Male 11-21-1946

A 6 of 6 (cont)

PROCEDURES

LABS ORDERED

RADIOLOGY ORDERED

CONSULTS ORDERED

PRESCRIPTIONS

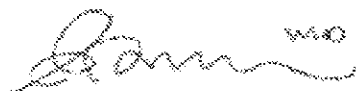
Ultram 50 mg tablet 1 Tablet Four times a Day PRN for 30 Days , Dispense 120 Tablet

Lyrca 50 mg capsule 1 Tablet Twice a Day PRN for 30 Days , Dispense 60 Tablet

Ultram ER 200 mg tablet,extended release 1 Tablet Once a Day for 30 Days , Dispense 30 Tablet

Follow up After: 2 Months PRN

ENCOUNTER ADDENDUM NOTES

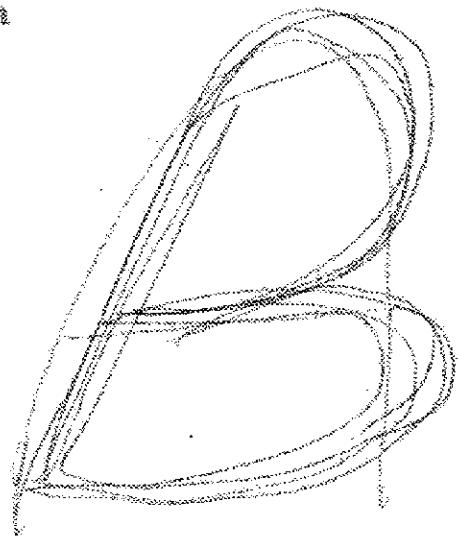


Alexander Imas, MD

This has been electronically signed by Alexander Imas, MD on 04-12-2016

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT



6 PAGES

1066

The Appraisal Source
2868 Ton Way
Henderson, NV 89074
(702) 371-1813

06/24/2016

Wilbert Holmes
Client: Wilbert Holmes
10550 Patrington Ct
Las Vegas, NV 89183

Re: Property: 10550 Patrington Ct.
Las Vegas NV 89183
Borrower: Client: Wilbert Holmes
File No.: 1898041-A

Opinion of Value: \$ 620,000
Effective Date: 07/03/2021

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and this report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



W. Shove - Cert. Res. Appr.
License or Certification #: A0070156 CR
State: NV Expires: 12/31/2016
bestappraisalsnc@aol.com

2 of 6

APPRAISAL OF REAL PROPERTY



LOCATED AT

10550 Palmington Ct
Las Vegas, NV 89123

Dominion Phase 1 Plot Block 74 Page 4 Lot 79 Block 1

FOR

Client: Wilbert Holmes
10550 Palmington Ct
Las Vegas, NV 89103

AS OF

07/23/2001

BY

W. Snow - Carl Res Appr.
The Appraisal Service
2868 Tori Way
Henderson, NV 89074
(702) 371-1818
bestappraisalinc@aol.com

3046

Log Out | My Account | My Alerts | My Reports | My Settings | My Profile | My Preferences | My Dashboard | Mercury Network

Help | Contact Support | What's New | Terms of Use

State Courier | Orders | Fee Panel | SARs | Users | Preferences

Back | Submit to LCOB | Request Revision | Send via SureReceipts | Upload Revised File | Start AQM

You can send 10 reports to the borrower free of charge using our compliant eDisclosure solution, SureReceipts.

Property Details- 10550 Pattrington Ct

Docs



10550 Pattrington Ct Las Vegas, NV 89123

Borrower: Client: Wilber Holmes

Appraised Value: \$620,000

Appraisal Date: 06/15/2016

Assignment Type: Market Value

Product: GPMES2

Loan Type: -

Appraiser Name: W. Snow - Cert Res Appr.

Lender: Client: Wilber Holmes

Lender Address: -

Neighborhood: San Rafael

Sale Price: \$0

Prior Date: 11/01/1999

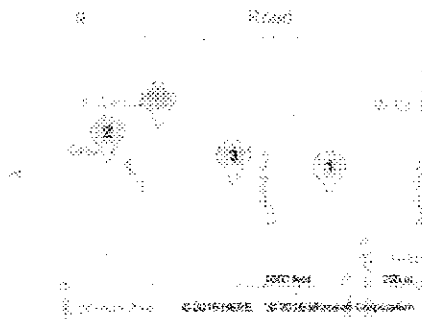
Prior Price: \$411,000

Click the PDF button below to download the printable PDF. The report delivered isn't supported by MSMD XML.

PDF

MSMD XML

Comps



History

6/14/2016 11:56:20 PM EDT

Appraisal uploaded by bestappraisalinc@aol.com

From: bestappraisalinc@aol.com

To: wholmes711@aol.com

Uploaded On: 6/14/2016 11:56:20 PM, EDT

Available Until: 06/22/2016

As of 7/3
2001

4 of 6

The Appraisal Source
2958 Tort Way
Henderson, NV 89014
(702) 371-1813

06/16/2016

Wilbert Holmes
Client: Wilbert Holmes
10550 Paxington Ct
Las Vegas, NV 89183

Re: Property: 10550 Paxington Ct
Las Vegas, NV 89183
Borrower: Client: Wilbert Holmes
File No.: 1658041

Opinion of Value: \$ 620,000
Effective Date: 06/16/2016

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

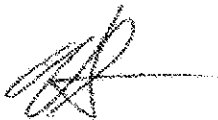
The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

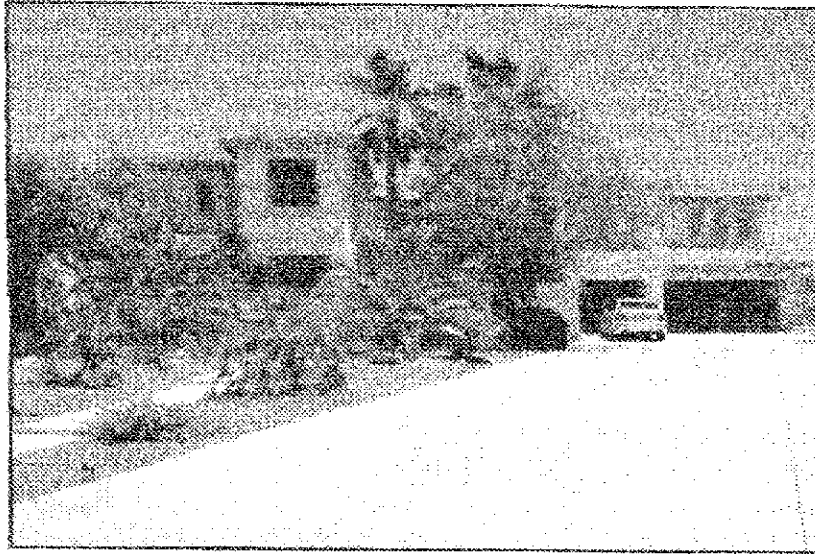
Sincerely,



W. Snow - Cert Res Appr.
License or Certification #: A.00031556-076
State: NV Expires: 12/31/2016
bestappraisalinc@gmail.com

5066

APPRAISAL OF REAL PROPERTY



LOCATED AT

10650 Pattrington Ct
Las Vegas, NV 89183

Dominion Phase 1 Plat Book 74 Page 4 Lot 79 Block 1

FOR

Client: Wilbert Holmes
10650 Pattrington Ct
Las Vegas, NV 89183

AS OF

06/15/2018

BY

W. Snow - Cert Res Appr.
The Appraisal Source
2868 Ted Way
Henderson, NV 89074
(702) 371-1813
bestappraisal@aol.com