



Studio 11 Films <mystudio11films@gmail.com>

You just sent a payment to WILBERT HOLMES

service@paypal.com <service@paypal.com>
To: "Studio 11 Films, LLC" <mystudio11films@gmail.com>

Thu, Jun 23, 2016 at 5:56 PM



You just sent a \$1,000.00 USD payment

Jun 23, 2016 17:58:37 PDT
Transaction ID: 60Y712959C6701110

Hello Studio 11 Films, LLC,

Thanks for using PayPal. It may take a few moments for this transaction to appear in your account.

Merchant
WILBERT HOLMES
WHOLMES711@AOL.COM

Note to WILBERT HOLMES
You haven't sent a note.

Shipping address - confirmed
Studio 11 Films, LLC
3839 Fenway Crossing
Marietta, GA 30062
United States

Total \$1,000.00 USD

Payment sent to WILBERT HOLMES

[Help](#) | [Resolution Center](#) | [Security Center](#)

Please don't reply to this email. It'll just confuse the computer that sent it and you won't get a response.

Copyright © 2016 PayPal, Inc. All rights reserved. PayPal is located at 2211 N. First St., San Jose, CA 95131.

PayPal Email ID PP1526 - be47e113ec35e

Chase Online

TOTAL BUS CHK (...9987)

Check Number: 97

Post Date: 07/01/2016

Amount of Check: 52,500.00

97

FOLLOW YOUR INSTRUCTIONS INC. 05-16
7000 LAS VEGAS BLVD S
LAS VEGAS, NV 89123-1000

DATE: 06-30-16

PAY TO THE ORDER OF: Willbert Holmes \$52,500.00

Five thousand five 00/100

CHASE
MORGAN CHASE BANK, N.A.
www.chase.com

MEMO: Home Rental deposit Sharon Lockman

⑆0001092387⑆ 855317887⑆ 0097

Need help printing or saving this check?

Back of check with signature strip and signature.

Need help printing or saving this check?

© 2016 JPMorgan Chase & Co.

Chase Online

TOTAL BUS CHK (...9887)

Check Number: 2197 Post Date: 07/13/2015 Amount of Check: \$2,500.00

FOLLOW YOUR INSTRUMENT INC.
 15601 LAS VEGAS BLVD. S.
 LAS VEGAS, NV 89123-1000

DATE OF ISSUE 7-18-16 3137
 2-101216

PAID TO Mrs. William Holmes \$ 2500.00
Twenty five hundred 00/100 \$ 2500.00

CHASE
 3700 Las Vegas Blvd, S.W.
 Las Vegas, NV 89102

NAME Sharon Robinson

NOY 20003254 H553458773137

Need help printing or saving this check?

[Handwritten signature]

Need help printing or saving this check?

Check Details

Print Hold with this page

Full View

See

BUSINESS CLASSIC (L-8516)

Check Number: 1350

Post Date: 08/05/2016

Amount of Check: \$900.00

Front

Enlarge/Reduce Check Image

BLUEPRINT-4 HOLLYWOOD INC
3835 FENWAY KING
MARIETTA, GA 30062 8923

1350

9-32/128

DATE 8-4-16

PAY TO THE
ORDER OF

Wilbert Holmes

\$ 900.00

Nine hundred

00/

DOLLARS

100

CHASE

Member Since Bank, N.A.
www.chase.com

MPN

Sharon Jordan

⑆022000325⑆

⑆6146615⑆1350

Need help printing or saving this check?

Back

Enlarge/Reduce Check Image

Seq: 14

Batch: 423583

Date: 08/05/16

Seq 88814 08/05/16

6A7-111081 GC 3368881131

WT: 81 LIPS-Dallas PI

SC Exit Charleston SC RV1-129

Need help printing or saving this check?

Return to Company Policy



----- 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

PayPal

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: 0MM90417A6186462V

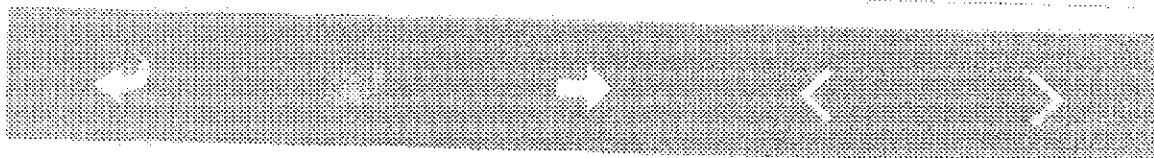
Payment details

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

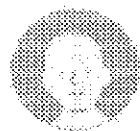
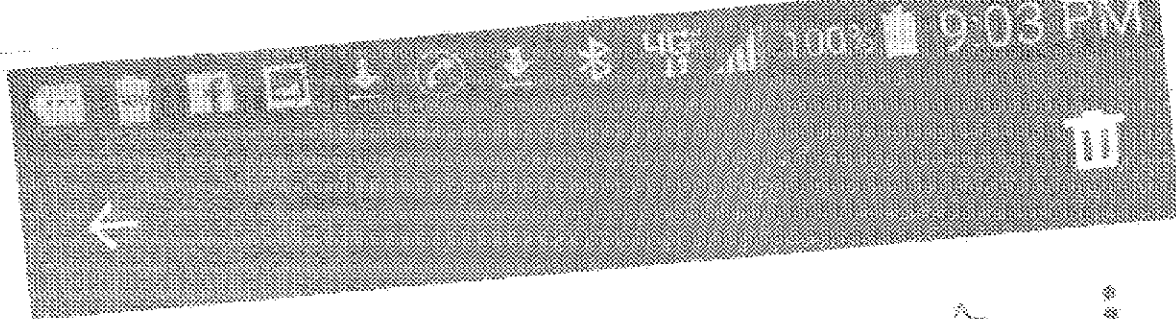
Status Completed

Amount + \$2,427.20

Type Received Payment

Transaction ID 0B556516GD621742P

Message: For vrbo 4011314 Nov 26th-29th



wholmes711



To: Me



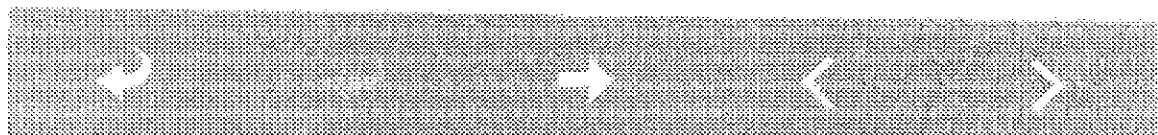
11/02/2015 8:35 PM

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



12/22/2016

From: Marsha Kimble-Simms <simmslawfirm@aol.com>
To: wholmes711 <wholmes711@aol.com>
Subject: RE: Fwd: Home appraisals 07 03 2001 and current
Date: Thu, Jul 7, 2016 12:47 pm

Mr. Holmes your house was valued at approximately \$411,000 when you purchased it. Now via appraisal it might be worth \$620,000 to 650,000. Possible equity \$211,000 to \$250,000. Mrs. Holmes will possibly get \$150,000 to \$105,000. So depending on what the house sells for she will get half. Your debts will be taken out of your portion of the equity.

Thanks.

Marsha Kimble-Simms, Esq. SIMMS LAW FIRM, LLC (702) 275-4185

On Thursday, July 7, 2016 wholmes711 <wholmes711@aol.com> wrote:
Ms. Sims,

I was hoping you could interpret the simple wording "increase in equity" obviously not (see the defining attachment, again). Regardless of what you are sighting, the certified appraisals as required by the court, show no "increase in equity". It would be decent and honest of you, if you relent from this unacceptable legal behavior. And admit to Capucine what is true and given. Stop leading her on.

I have compiled all cost I have incurred in this frivolous divorce action and will be suing for all cost financial, physical and mental injury behind your outrageous actions and legal behavior (with counsel).

Sincerely disappointed,

Wilbert R. Holmes

-----Original Message-----

From: Marsha Kimble-Simms <simmslawfirm@aol.com>
To: wholmes711 <wholmes711@aol.com>
Sent: Thu, Jul 7, 2016 9:10 am
Subject: Re: Home appraisals 07 03 2001 and current

The Pre-nuptial agreement ("The Pre-nup") indicates Mrs. Holmes gets one-half of the increase, whatever that is, irrespective of the liens or encumbrances that you placed on the property. You still owe Mrs. Holmes her fair share. The Pre-nup does not say Ms. Holmes is responsible for the debt you voluntarily incurred. For example, if the home sold for \$700,000-450,000.00=\$250,000, Mrs. Holmes would be entitled to one-half of the aforementioned amount.

The Pre-nup also indicates tat you are responsible for your own debts.

Thank you.

Marsha Kimble-Simms, Esq.
SIMMS LAW FIRM, LLC
(702) 275-4185

-----Original Message-----

From: wholmes711 <wholmes711@aol.com>
To: simmslawfirm <simmslawfirm@aol.com>
Sent: Tue, Jul 5, 2016 5:08 pm
Subject: Home appraisals 07 03 2001 and current

Sent from AOL Mobile Mail



Las Vegas house rental

1 of 24

Phone ●●●●● LTE

9:14 PM

36%



Wilbert R

Wed, Aug 3, 5:29 PM

Fwd:

You are not doing me any favor by paying your partial obligations late.

My normal rental charge for 45 days "including utilites" is \$8000. and I get that. 3 rentors are coming after you with that agreement and complete understanding.

Mr. Cameron and yourself

<https://mail.aol.com/webmail-std/en-us/PrintMessage>

wanted and agreed to pay your own utilities cost at 31 July month end. Then 15 day period in August.

Please make the \$900 payment now into the BANK OF AMERICA account you have, as to have the utilities return to service today. URGENT

Sat, Aug 6, 10:26 AM

Thank you for participating in our Cool Share program. Your participation allows NV Energy to briefly reduce your AC usage with a Cool Share device which helps lower your bill.



Text Message



Sent from Yahoo Mail on Android

CERT

Marsha Kimble Simms, Esq.

Nevada Bar No. 008530

The Simms Law Firm, LLC

Cheyenne West Corporate Park

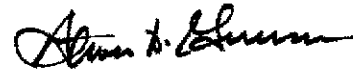
2560 W. Brooks Ave., Suite 101

North Las Vegas, Nevada 89032

(702) 333-1449

Email Address: simmslawfirm@aol.com

Attorney for Plaintiff



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

CERTIFICATE OF MAILING

The PRETRIAL MEMORANDUM was mailed on December 20, 2016 pursuant to
NRCP 5(b) by depositing a copy in the U.S. Mail in the State of Nevada, postage prepaid,
addressed to:

wholmes@aol.com (Emailed December 22, 2016)

WILBERT ROY HOLMES

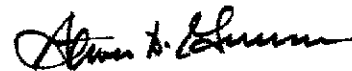
10550 Pattrington Ct.

Las Vegas, Nevada 89183

DATED this 20 day of December, 2016


MARSHA KIMBLE-SIMMS, ESQ.

CERTIFICATE OF MAILING - 1



CLERK OF THE COURT

CERT
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
(702) 333-1449
Email Address: simmslawfirm@aol.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

CAPUCINE YOLANDA HOLMES,

Plaintiff,

vs.

WILBERT ROY HOLMES,

Defendant

CASE NO.: D-15-523582-D

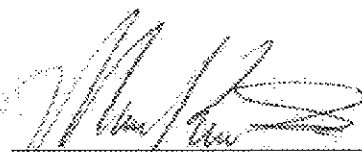
DEPT NO.: J

CERTIFICATE OF MAILING

The PRETRIAL MEMORANDUM was mailed a second time VIA CERTIFIED MAIL
on December 31, 2016 pursuant to NRCP 5(b) by depositing a copy in the U.S. Mail in the State
of Nevada, postage prepaid certified mail, addressed to:

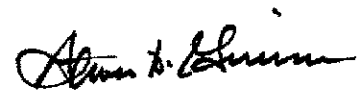
WILBERT ROY HOLMES
10550 Pattington Ct.
Las Vegas, Nevada 89183

DATED this 30 day of December, 2016



MARSHA KIMBLE-SIMMS, ESQ.

CERTIFICATE OF MAILING - 1



CLERK OF THE COURT

MISC
Name: WILBERT R HOLMES
Address: 10550 PATRINGTON CT.
LAS VEGAS NV 89183
Telephone: 702 281 5752
Email Address: WHOLMES711@AOL.COM
In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

CAPUCINE Y HOLMES

Plaintiff

CASE NO.: D 15523582 D

vs.

DEPT: J

WILBERT R HOLME

Defendant

UPDATED PRE TRIAL MEMORANDUM

Title of Document

Respectfully submitted by:

(Your signature)

(Your name)

WILBERT R HOLMES

☐ Plaintiff / ☒ Defendant in Proper Person

PMEM
Name: WILBERT R HOLMES
Address: 10550 PATRINGTON CT.
LAS VEGAS NV 89183
Telephone: 702 381 5752
Email Address: WHOLMES711@AOL.COM
In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

CAPUCINE Y. HOLMES
Plaintiff,

vs.

WILBERT R HOLMES
Defendant.

CASE NO.: D15523582D
DEPT: 3

PRE-TRIAL MEMORANDUM

I. STATEMENT OF ESSENTIAL FACTS

1. Name of Plaintiff: (name) CAPUCINE Y HOLMES, age (age) 48.
2. Name of Defendant: (name) WILBERT R HOLMES, age (age) 70.
3. Date of Marriage (date): _____.
4. Resolved Issues and the Agreed Resolutions:
 - a. NONE
 - b. _____
 - c. _____
 - d. _____

Pre-Trial Memorandum D15523582

5. Unresolved Issues:

- a. REAL PROPERTY which is the sole and separate property of the defendant Wilbert R. Holmes. Verified by recorded county documents and court ordered property appraisals.
- b. PERSONAL PROPERTY plaintiff Capucine Y Holmes has stolen items from the marital home which are the sole and separate property of the defendant.
- c. REIMBURSEMENT to defendant for court ordered property appraisals. One half of \$1200. paid. Due to be paid to defendant by plaintiff.

(continued see page 2)

II. CHILD CUSTODY

☒ Not Applicable

6. Name, age and date of birth of children:

Name: _____, age _____, date of birth: _____
Name: _____, age _____, date of birth: _____
Name: _____, age _____, date of birth: _____
Name: _____, age _____, date of birth: _____

7. Requested legal custody, physical custody, and visitation order:

III. CHILD SUPPORT

☒ Not Applicable

8. Amount of child support requested and any special factors the Court should consider in setting the amount of child support: _____

Unresolved issues

d. The release and discontinuance of the marital last name HOLMES by the plaintiff, crucial, important.

e. Plaintiff pay for half of the marital living expenses while she lived and occupied the marital home.

f. Plaintiff has violated her fiduciary duty and or engaged in actions or a course of conduct that has resulted in financial loss and hardship. Therefore defendant should be entitled to reimbursements. (see exhibit E)

g. During the course of the marriage Plaintiff's personal conduct resulted in the waste, erosion, dissipation, depiction, loss or destruction of marital assets. Among other relief, defendant, in accordance with equity and justice should be awarded the entire marital estate based upon plaintiff's conduct which has caused the waste of marital property and the loss of financial opportunities (see exhibit F)

h. Plaintiff has committed the tort crime of "Intentional Infliction of Emotional Distress" upon which the defendant should be compensated for ongoing medical treatments and related costs. (see exhibit G)

i. It has become necessary for defendant to retain the services of an attorneys to represent him in this divorce and he should be awarded the attorney fees he has incurred as result of this action. Whereas plaintiff through her attorney did fraudulently submit false information to the Nevada Legal Aid Center of Southern Nevada concerning defendants finances. Resulting in the reversal of defendants approved *Pro Bono* Attorney representation. (see exhibit H)

IV. SPOUSAL SUPPORT

☒ Not Applicable

9. I request the following spousal support for myself: *(check one)*

- ☐ Permanent spousal support of \$_____ per month.
- ☐ Limited spousal support of \$_____ per month for _____ ☐ months / ☐ years.
- ☐ Rehabilitative spousal support (for job training or education) of \$_____ per month for _____ ☐ months / ☐ years.

I should be awarded spousal support because: _____

10. The other party should not be awarded spousal support, or should be awarded less than requested because: _____

Defendant is a very low income individual with social security and a low pension as sources of income. Also defendant is and has Handicapped status with all governments. Defendant has a terminal Brain Tumor which calls for expensive medical treatment and billings. The plaintiff abandoned the marriage and the marital home and her responsibilities and obligations as a spousal mate and has been cohabiting with her Palimony Mate for nearly two years.

V. PROPERTY AND DEBTS

☐ Not Applicable

11. My proposed distribution of property and debts is attached as Exhibit A.

12. The legal and factual issues regarding the property and debts in dispute are: _____

Defendant purchased the marital home as a SOLE and SEPARATE and PRIVATE INDIVIDUAL. Which was required by the financing mortgage company for reasons of the plaintiff had NO and BAD CREDIT and a CRIMINAL RECORD. Thus the financing company would not approve the mortgage I obtained with her involvement and name attached. EXHIBIT B

Also the plaintiff signed off on all property rights which was required for the reverse mortgage that was granted. EXHIBIT C

Also the required by the court appraisals show "no increase in property value" per the Pre Nuptial agreement. EXHIBIT D

Plaintiff is responsible for half of the household living expenses which have not been paid

VI. FINANCIAL DISCLOSURE FORM

Check one:

- ☐ I will file a Financial Disclosure Form with this Pre-Trial Memorandum.
- ☒ I already filed a Financial Disclosure Form on (date) 4/16/2016 and my financial circumstances have not changed since then. The Court may rely on the previously filed document. 01/05/2016.... ALSO Financial Disclosure Form *General Financial Disclosure Form*

VII. ATTORNEY'S FEES

☐ Not Applicable

I request \$ 5000.00 in attorney's fees and costs. Of this amount, \$ 4850.00 has already been paid and \$ 150. is still owed.

VIII. LIST OF WITNESSES

I intend to call the following witnesses at trial:

Name of Witness: MR. W. SNOW - certified residential appraiser

Testimony: That the appraisals submitted by himself on said real property are true and correct EXHIBIT D

Name of Witness: MS. K. PANFIL - Nevada licensed realtor

Testimony: (please see her statement on the following page.)

Name of Witness: MR. W. MILLER - Friend

Testimony: I have factually witnessed the plaintiff and her attorney Marsha Kimble-Simms maliciously and criminally harm Mr. Wilbert R. Holmes the defendant by submitting false and frivolous motions since the filing for divorce. He defendant Wilbert R. Holmes has been incarcerated (I paid his bail) because of the criminally false accusations and filings of Marsha Kimble-Simms the plaintiff's attorney. I personally saw a text from her stating to Mr. Holmes "I will have you locked up". Their filings for property equity are senseless and cruel. As Mr. Holmes has factual documentation from the onset of the divorce that shows in detail the their is no equity distribution for anyone.

Agnes L. Johnson
CLERK OF THE COURT

MISC
Name: WILBERT R HOLMES
Address: 10550
PARKINGTON CT.
Telephone: 702.281.5752
Email Address: WHOLMES711@AOL.COM
In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

CAPUCINE Y HOLMES

Plaintiff

CASE NO: DISMISSED

vs.

DEPT: J

WILBERT R HOLMES

Defendant

PANFIELD
UPDATED WITNESS LETTER/KIM PANFIELD

Title of Document

Respectfully submitted by:

(Your signature)

(Your name)

WILBERT R HOLMES

☐ Plaintiff / ☒ Defendant In Proper Person

PANFIL 2 D/55235820

The correct spelling for my name is Kimberly Panfil. I am a Nevada Realtor, License # 33994. I am a full time Realtor 22 years in Las Vegas, NV. I work at Urban Nest Realty, 10220 W. Charleston Blvd Suite # 3, Las Vegas, NV, 89135. My broker / owner is Dave Tina, Sr., GLVAR President Realtor 2015, President Realtor of the Year of Nevada 2016 and National Association Realtor of the Year 2017.

Here is my professional statement for my listing I have worked very hard to try to sell:
Client, Seller / Owner, Wilbert Holmes, 10550 PATRINGTON CT, Las Vegas, NV 89183

The property has been listed for approximately 2 years. It is still currently listed and held up to sell, due to a divorce LIEN, the value appraisal court date and the plaintiff's attorney blocking the sale we did receive, now cancelled. We did have a very good offer at \$650,000.00 escrow at Chicago Title with Kerrie Kissane... however after the buyers home inspection the home needed several repairs, about \$30,000 per the inspection report to include the very large pool to be resurfaced and roof issues...etc. The buyers backed out since they would have to wait to close the home several months, since the plaintiff's attorney would not remove their LIEN to close the sale. The offer and home inspection are available.

Later, the home appraisal came in at \$620,000.00 by a certified and licensed appraiser. We have been unable to sell the home and the market time has hurt the sales from other buyers, more than one time, again due to the LIEN placed by the plaintiff and her attorney.

I did receive 2 threatening calls from the plaintiff's attorney soon after the LIEN was placed on this home, to not continue with the sale, due to their divorce. I was personally asked questions by the plaintiff's attorney calling me directly, though due to my duties owed to my seller Wilbert Holmes, I refused to comply with any answers to the plaintiff's attorney and or I did not call her back.

I have heard and watched my seller Wilbert Holmes become extremely stressed and ill over this divorce. I also have seen Wilbert Holmes, not being able to sell this 'expensive to run pool and home'. He is unable to pay the many repairs needed. The appraiser did take all repairs and or needed upgrades the home does not have in comparison to the current market. Example: The home has not been painted since it was purchased in the late 1990's inside or outside. The entire huge pool and spa needs to be resurfaced. These 2 repairs will be approximately \$22,000.00. A new buyer sees the obvious repairs needed.

Wilbert Holmes has done a number of repairs over the 2 years, like the kitchen granite counters being leveled, new kitchen sink, new carpet upstairs was needed in order to show and sell this home. I believe Wilbert Holmes has paid approximately \$15,000.00 of upgrades to sell his home during our listing time period of 2 years...besides maintaining the pool and landscaping, plus all the utilities he has paid.

It would be nice for the parties to end this divorce, before the home needs more repairs my seller Wilbert Holmes cannot pay. The repairs are causing a depreciating the value. Wilbert Holmes has been depleted financially and spiritually. I have seen his mental and physical health take a toll over the great

PAN FIL 3

stress and his on going medical brain issues. This is much too hard for a senior citizen, former veteran and family man to keep taking. We pray the courts and judges can help get this divorce over with, so everyone can go on in their lives in a healthier less stressful manner. It is stressful enough to just sell a home for some elderly senior citizen sellers. But this divorce being prolonged and situation has taken a great toll on my client.

My phone number is 702-524-8020 if you have any questions, please call me if needed.

Respectfully--

--Kimberly Panfil

IX. LIST OF EXHIBITS

I intend to introduce the following exhibits at trial:

1. EXHIBIT A My proposed distribution of property and debts is attached as:
2. EXHIBIT B Recorded deeds and documents showing ownership in real property
3. EXHIBIT C Letter document showing reverse mortgage required release from plaintiff.
3. EXHIBIT D Court required certified property appraisals.
4. EXHIBIT E Violated fiduciary duties and immoral actions resulting in financial loss and hardship
5. EXHIBIT F see exhibit E documents also
- EXHIBIT G Detail from IED case filed in NLV court
- EXHIBIT H Letter from Nevada Legal Aid Center

~

X. UNUSUAL ISSUES TO BE PRESENTED AT TRIAL

The following unusual legal or factual issues may be presented at trial: _____

These would be Exhibits E and F showing "some of!" the plaintiff's adulterous extramarital affairs and activities that factually date back to 2004. These "bisexual affairs" and events has ~~caused marital discourse and financial and mental stress upon myself. Thusly the true reason~~ for the dissolution of a happy marriage.

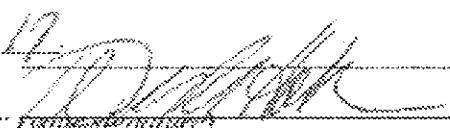
XI. LENGTH OF TRIAL

This trial should take approximately ____ () ____ x ☒ hours / ☐

days.

DATED January 2, 2017

20

Submitted By: 

(print your name)

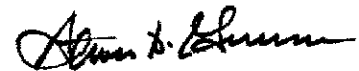
WILBERT R. HOLMES

EXHIBIT A: ASSET SCHEDULE
 (please see my Exhibit A in 3 ring binder)

Asset	Gross Value	Manner in which title is held	Name of creditor with secured obligation on asset & loan balance	Proposed Distribution

DEBT SCHEDULE

Creditor	Amount Owed	Assets Securing Obligation	Proposed Resolution



CLERK OF THE COURT

MISC
Name: WILBERT R HOLMES
Address: 10550 PATRINGTON CT
LAS VEGAS NV 89183
Telephone: 702 281 57 52
Email Address: WHOLMES711@AOL.COM
Is Proper Person:

**DISTRICT COURT
CLARK COUNTY, NEVADA**

CAPUCINE Y HOLMES

Plaintiff

CASE NO.: D-15-523582-D
D-15-52382 D

VS:

DEPT: 3

WILBERT R HOLMES

Defendant

PRE TRIAL MEMORANDUM EXHIBIT E and F

Title of Document

Respectfully submitted by:

(Your signature)

(Your name)

WILBERT R. HOLMES

☐ Plaintiff ☒ Defendant in Proper Person

Part of Exhibit E and F

THE FOLLOWING 16 PAGES SET SOME FACTUAL DETAILS OF THE ILLICIT EXTRAMARITAL AFFAIR OF MRS. CAPUCINE Y. HOLMES WITH A MARRIED MULTI-MILLIONAIRE, MR. RAND BALLARD, A RELATIONSHIP WHERE CAPUCINE Y. HOLMES RECEIVED NO KNOWN FINANCIAL COMPENSATION, AS RECOGNIZED IN THE DISCOVERED "SEX TEXT MESSAGES" BETWEEN THEM. THEIR RELATIONSHIP WAS A "SEXUAL CONVENIENCE" FOR HIM, A FINANCIAL DETREMENT FOR ME, AS CAPUCINE Y. HOLMES RECEIVED FUNDS FROM ME TO FINANCE HER ESCAPADES WITH MR. RAND BALLARD. UNDER THE LIE OF MONEY FOR "GOING TO WORK", SHE TRAVELED EXTENSIVELY FOR "HER WORK" WITH RAND BALLARD.

August 5, 2008

Mr. John A. Bardis
Chairman, President and CEO
MedAssets, Inc.
100 Northpoint Center East, Suite 200
Alpharetta, GA 30022

Dear Mr. Bardis:

It is with tremendous grief that I write you this letter to notify you of conduct unbefitting an officer of your corporation. The officer in question is Rand Ballard, your COO and Chief Customer Officer. My wife, Capucine Holmes (picture enclosed) allegedly works for Mr. Ballard. What I have discovered, however, is that she is not only being paid for employment-related services—but apparently for other services. I have discovered illicit cell phone communications between Rand Ballard and my wife. These text messages reflect an ongoing extramarital, adulterous relationship between Mr. Ballard and my wife, and are very graphic. They contain crude exchanges of words describing sex acts that they have performed together and are planning to perform again. Also, there are words of affection shared between them reflected in these text messages. Among other things, evidence I have of this illicit relationship includes some of these text messages, which are also available through the cell phone carriers, as well as travel records (air and hotel) from travel supposedly required to perform MedAssets business, and checks written to my wife by Rand Ballard himself.

Since making this personally devastating discovery six-plus months ago, I have attempted to reconcile, forget and ignore the matter, as my wife requests. To no avail, however. These months have been agony for me, as you might suspect—I cannot forget the lies and deceit my wife has displayed over the last four years as a result of her illicit relationship with Mr. Ballard. Lies relating to her employment that were actually a pretext for visiting, talking to, and engaging in an extramarital, illicit, physical and other relationship with Mr. Rand. Extensive travel supposedly related to sales and marketing presentations she had to do to meet her employment obligations for MedAssets over the last three to four years are now cast in another light. Such travel appears to have been merely a “front” for Mr. Rand to engage my wife in an adulterous relationship. Our marriage has been ruined. My wife has even requested (HAD???) an abortion, apparently as a result of her relationship with Rand.

It is my understanding that there are civil laws which attempt to rectify the harm resulting from such infidelity. Because this matter involves your company and a key officer, I would like to hear from you with regard to your company's response to this troubling matter. I suppose if I do not receive a response, I will have no choice but to consult my counsel with regard to what remedies are available.

This is not a threat against your company; it is merely notice and opportunity to address a matter over which I am deeply concerned.

I would appreciate hearing from you at your earliest opportunity. My phone number is 702-238-5771.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Wilbert R. Holmes', with a stylized flourish extending from the end.

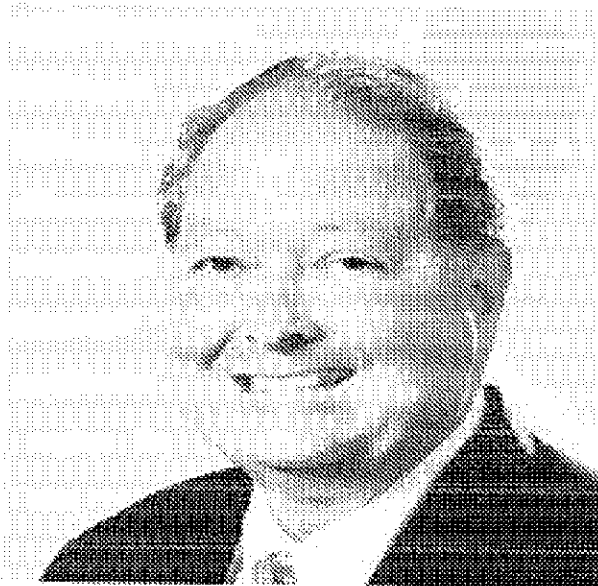
Wilbert R. Holmes

[MENU](#)[Home](#) / [Who we are](#) / **Rand Ballard**

Rand Ballard

Chief Customer Officer

Rand
Ballard
leads
strategic
accounts



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enterprise solution sales and sales and client management for Vizient™.

Previously, Ballard served as MedAssets senior executive vice president and in the office of the chief executive since 2008 and as chief customer officer since 2006. He also served in the roles of chief operating officer, president of MedAssets supply chain systems and leader of the company's sales team.

Prior to joining MedAssets, Ballard was vice president, health systems supplier economics and distribution for Cardinal Health care.

He earned a master's degree from Pacific Lutheran

University with a triple major in finance, operations and marketing. He was a deans' list undergraduate at the U.S. Military Academy at West Point and earned a bachelor's degree with concentration in nuclear physics, nuclear engineering and business law.

An avid community partner, Ballard has served as chairman of the board of the Meals on Wheels Association of America Foundation, vice president of Hero Heroes USA and vice president of The Health Careers Foundation, a non-profit organization that provides scholarships and low interest loans to non-traditional students pursuing a degree in the health care field.

lead411

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Rand Ballard

MedAssets Inc

SVP/Chief Customer Officer

COMPANY

100 North Point Center East

Johns Creek, GA 30022

HQ Phone: 678-323-2500

Email format for @medassets.com

Direct Phone: Not Available

Type: Public

Employees: 5000 - 9999

Revenue: 500 Million

Industry: Finance/ins

SIC Code:

5042 - Medical and Hosp

BIOGRAPHY

MedAssets Inc's SVP/Chief Customer Officer is Rand Ballard. They are based in Johns Creek, GA, and yet Health/accident industry. Rand Ballard's profile contains twitter, phone numbers, linkedin, wiki, and biogr. MedAssets Inc contact information and email addresses on Lead411 with the phone numbers or telephone numbers are RBallard@medassets.com, Rand.Ballard@medassets.com, Rand@medassets.com, and Rand.Ballard@meda. see our email@medassets.com addresses.

POLL

**Would you hire Joel Hackney?**

SHERIFF'S ENTRY OF SERVICE

SHERIFF'S ENTRY OF SERVICE

Civil Action No.

2009 CV 68244

Date Filed

4/27/09

Superior Court

☒

Magistrate Court

☐

State Court

☐

Probate Court

☐

Juvenile Court

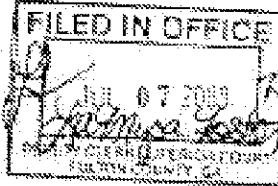
☐

Georgia

Fulton

COUNTY

Attorney's Address



L. J. Hunt R. Holmes

Plaintiff

vs

Ronda A. Ballard

Name and Address of Party to be Served

Ronda A. Ballard

Defendant

Med Assets Inc

100 North Point Center East

Suite 200, Alpharetta

30012

SHERIFF'S ENTRY OF SERVICE

Garnished

PERSONAL

I have this day served the defendant

personally with a copy

of the within return and summons

NATURAL

I have this day served the defendant

Ronda Ballard

by leaving a

copy of the return and summons at the state defendant's place of abode in this County

I delivered same into hands of

Ronda Ballard

described as follows:

age about 35 years, height 5'8", weight 120 lbs, eyes blue, hair brown, complexion fair, married at the residence of defendant

DEPARTMENT

Served on defendant

in cooperation

I have this day served the return and summons with

in charge of the office and placed in the hands of said Commissioner of the County

TRUCK & MAIL

I have this day served the return and summons on the defendant by placing a copy of the same in the front of the premises designated as local address, and on the same day of such placing by depositing a true copy of same in the United States Mail, first class in an envelope properly addressed to the defendant at the address shown in said summons, with separate postage affixed thereon containing notice to the defendant to answer said summons at the place stated in the summons

ADDITIONAL

I signed sworn state and defendant

and to be bound to the production of this return

This is day of April 2009

[Signature]
SHERIFF

SHERIFF'S DOCKET

PAGE

with copies to the clerk of the court and to the sheriff

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

WILBERT R. HOLMES,

Plaintiff,

vs.

RAND A. BALLARD,

Defendant.

FILED IN RE
CIVIL ACTION
FILE NO.

2009 CV 1682-44

COMPLAINT

Plaintiff WILBERT R. HOLMES, hereby submits this Complaint for damages against Defendant, RAND A. BALLARD, and in support thereof respectfully shows the following:

JURISDICTION AND VENUE

1.

Plaintiff Wilbert R. Holmes ("Mr. Holmes" or "Plaintiff") is an adult citizen of Clark County, Nevada, who resides in the City of Las Vegas. Plaintiff brings this action to recover damages for unlawful acts committed in Fulton County, Georgia and other jurisdictions, including Illinois, New Mexico and Utah.

2.

Defendant Rand A. Ballard ("Mr. Ballard" or "Defendant") is an adult citizen of Fulton County, Georgia, who resides in the City of Alpharetta. Defendant may be served

2/17/09 6:43 PM

FOURTH DEFENSE

The allegations of the Complaint fail, in part or in whole, because of the doctrine of estoppel.

FIFTH DEFENSE

Responding to the individually numbered paragraphs of the Complaint, Mr. Ballard answers as follows:

1.

Mr. Ballard is without knowledge or information sufficient to form a belief as to truth of the allegations of the first sentence contained in Paragraph 1 of the Complaint. Mr. Ballard denies the remaining allegations contained in said paragraph.

2.

Mr. Ballard admits the allegations contained in Paragraph 2 of the Complaint.

3.

Mr. Ballard is without knowledge or information sufficient to form a belief as to truth of the allegations contained in Paragraph 3 of the Complaint.

4.

Mr. Ballard admits the allegations contained in Paragraph 4 of the Complaint.

5.

with process at his place of employment, MedAssets, Inc., 100 North Point Center East, Suite 200, Alpharetta, Georgia 30022.

FACTS

3.

Plaintiff is the husband of Caprice Holmes ("Mrs. Holmes") and has been legally married to Mrs. Holmes continuously since July 3, 1999. Throughout their marriage, except for the times she traveled and shared lodging with Mr. Ballard, as detailed herein, Mrs. Holmes lived with Plaintiff in the couple's home in Las Vegas, Nevada.

4.

Mr. Ballard is married and resides with his wife in the couple's home in Alpharetta, Georgia.

5.

Prior to Defendant's interference, as described herein, Plaintiff and Mrs. Holmes shared mutual love and affection for each other.

6.

Beginning in approximately September 2004, Defendant engaged in a course of conduct intended to alienate the affections of Mrs. Holmes from Plaintiff. Specifically, Defendant: (a) communicated frequently with Mrs. Holmes via cell phone and text messages, some of which included graphic descriptions of sexual acts that Defendant wanted to engage in with her; (b) had sexual relations with Mrs. Holmes; (c) encouraged Mrs. Holmes to travel with him, dine at fine restaurants and stay at nice hotels, all of which were paid for by Defendant; (d) took Mrs. Holmes to business conferences and

2

introduced her to his colleagues; (c) provided Mrs. Holmes with financial support and bought her gifts; and (d) caused Mrs. Holmes to spend time away from Plaintiff.

7.

In or about September 2004, Mrs. Holmes met Mr. Ballard at a The Foundation Room, a nightclub located in the Mandalay Bay Hotel and Casino in Las Vegas, Nevada.

8.

Mrs. Holmes and Mr. Ballard exchanged cell phone numbers and began communicating with each other via cell phone calls and text messages.

9.

At all relevant times, Mr. Ballard knew that Mrs. Holmes was married to Plaintiff.

10.

Mr. Ballard told Mrs. Holmes that he was a high-level executive with MedAssets, Inc. ("MedAssets"), a publicly-held company headquartered in Alpharetta, Georgia, that provides technology products and services to the healthcare industry.

11.

Upon information and belief, Mr. Ballard suggested that Mrs. Holmes tell Plaintiff that she had accepted a "private contractor" position, wherein she was required to assist Mr. Ballard with marketing and preparing PowerPoint presentations for MedAssets, and to accompany Mr. Ballard frequently on overnight business trips. Mrs. Holmes did in fact tell Plaintiff that she was working with Mr. Ballard, and attempted to strengthen this representation by letting Mr. Holmes see that she was receiving envelopes from MedAssets, was receiving checks from Mr. Ballard, and was carrying a briefcase as

3

she left on trips with Mr. Ballard, purportedly containing materials she was working on for Mr. Ballard.

12.

In reality, the "private contractor" position was nothing more than a facade designed to facilitate Mr. Ballard's illicit sexual affair with Mrs. Holmes.

13.

In or about November 2004, Mrs. Holmes traveled to Atlanta, Georgia to see Mr. Ballard.

14.

Mr. Ballard reimbursed Mrs. Holmes for her travel expenses.

15.

Mrs. Holmes stayed in Atlanta for approximately two days and spent at least one evening with Mr. Ballard at a hotel located in the Perimeter Center area of Atlanta.

16.

During this trip, Mr. Ballard and Mrs. Holmes engaged in sexual intercourse.

17.

Mr. Ballard provided and paid for Mrs. Holmes' lodging, meals and other necessities during her trip.

18.

From approximately November 2004 to December 2007, Mrs. Holmes frequently accompanied Mr. Ballard on overnight "business trips."

19.

Among others, the locations of these trips include:

4.

- a) Alpharetta, Georgia;
- b) Chicago, Illinois;
- c) Albuquerque, New Mexico; and
- d) Salt Lake City, Utah.

20.

During the above-referenced trips, Mr. Ballard engaged in sexual relations with Mrs. Holmes.

21.

Mr. Ballard reimbursed Mrs. Holmes for her travel expenses, and he also paid for her lodging, meals and other necessities during these trips.

22.

Mr. Ballard also periodically gave money to Mrs. Holmes to "help her out" when she was short of cash.

23.

Mr. Ballard provided financial support to Mrs. Holmes in the form of cash, which he gave to her in person, and cashiers checks and money orders, which he sent to her at her home in Las Vegas.

24.

Under Georgia law, Plaintiff has the right to bring a civil action against Mr. Ballard for "abducting or harboring his wife." O.C.G.A. § 51-1-15. This statute was enacted by the Georgia Legislature in 1863 and has not been repealed.

5.

25.

Illinois, New Mexico and Utah all recognize common law claims for "alienation of affections" of one's spouse.

26.

Mr. Holmes discovered the nature of Mr. Ballard's relationship with Mrs. Holmes on or about January 1, 2008, when he viewed a text message from Mr. Ballard on Mrs. Holmes' cell phone.

27.

Mrs. Holmes' cell phone records show an extraordinary number of calls and text messages exchanged between Mr. Ballard and Mrs. Holmes. The text messages leave no question as to the nature of the relationship between Mr. Ballard and Mrs. Holmes. These messages describe, in graphic detail, the various sexual acts the two have engaged in together, and were planning to engage in again. They also contain expressions of affection stated between them.

28.

Most shockingly, in July 2007, Mrs. Holmes learned that she was pregnant and she decided to have an abortion.

29.

Upon information and belief, it was Mr. Ballard who impregnated Mrs. Holmes, leading her to have the abortion.

30.

COUNT 1

VIOLATION OF O.C.G.A. § 51-1-15

30.

Plaintiff alleges and here incorporates by reference the preceding paragraphs 1-29.

31.

By encouraging, promoting and allowing Mrs. Holmes to travel to the State of Georgia and share hotel rooms with him for the purposes of engaging in sexual relations, Defendant deprived Plaintiff of his exclusive right to the society, companionship, and conjugal affection of his wife.

32.

Defendant's provision of shelter, food, financial support and necessities to Mrs. Holmes facilitated and encouraged Mrs. Holmes to continue depriving Plaintiff of his exclusive right to her society, companionship and conjugal affection.

33.

Defendant's above-described acts were willful, malicious and intentional.

34.

Defendant engaged in the above-described acts without Plaintiff's consent and without good cause or legal justification.

35.

The above-described conduct by Defendant constituted unlawful harboring of Plaintiff's wife in violation of O.C.G.A. § 51-1-15.

36.

As a direct and proximate result of the aforesaid intentional acts by Defendants, Plaintiff suffered serious and severe emotional and physical injuries, including loss of consortium, mental agony and anguish, emotional distress, humiliation, embarrassment, stress, damage to his honor, destruction of his family life, feelings of betrayal and wounded sensibilities.

COUNT II

ALIENATION OF AFFECTIONS

37.

Plaintiff recites and here incorporates by reference the preceding paragraphs 1-

36.

38.

Defendant maliciously, willfully and intentionally took actions designed to seduce Mrs. Holmes and alienate her affections from Plaintiff.

39.

Defendant knew or was recklessly indifferent to the fact that his actions would irrevocably damage Plaintiff's marital relationship with Mrs. Holmes.

40.

As a direct and proximate result of Defendant's actions, Plaintiff suffered serious and severe emotional and physical injuries, including loss of consortium, mental agony and anguish, emotional distress, humiliation, embarrassment, stress, damage to his honor, destruction of his family life, feelings of betrayal and wounded sensibilities. Defendant's actions also directly and proximately caused Plaintiff to incur pecuniary losses, including

41.

lost income from Mrs. Holmes during the time when she was allegedly "working" for Defendant, but could have been earning income through actual, gainful employment elsewhere, as well as the cost of Mrs. Holmes' abortion, which Plaintiff paid for

RELIEF SOUGHT

WHEREFORE, Plaintiff is entitled to and demands judgment against Defendant for:

- (a) compensatory damages in an amount of \$250,000.00
- (b) punitive damages in an amount to be determined at trial;
- (c) pre- and post-judgment interest;
- (d) attorney's fees, costs and expenses of litigation; and
- (e) such other and further relief as the Court or jury deems just and proper.

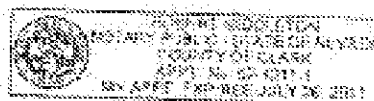
Plaintiff demands a trial by jury.

RESPECTFULLY SUBMITTED,

State of Nevada County of Clark
Subscribed and sworn to before me on 7/12/11
[Signature] Clerk
(Notary Seal)

[Signature]
Wilbert R. Holmes

WILBERT R. HOLMES
10350 PATRINGTON CT
LAS VEGAS, NV 89181
(702) 279-4312



Part of Exhibit E and F (C. Holmes and E. Miller affair)

THE FOLLOWING PAGES SET "SOME" OF THE FACTUAL DETAILS OF THE ILLEGAL EXAMINABLE AFFAIR OF CAPTAIN Y. HOLMES WITH THEIR DRIVER EMPLOYE AND N. LAS VEGAS RESIDENT AND WIDOWER ERNEST H. MILLER, HER CURRENT COHABITATING MATE.

WHOM INTRODUCED HIMSELF TO ME AS THE PLAINTIFFS' GRANT WRITING TEACHER PER HER INSTRUCTIONS TO HIM.

THEIR RELATIONSHIP HAS CAUSED GREAT FINANCIAL STRESS TO ME AS SHE HAS CONTINUED TO AVOID GAINFUL EMPLOYMENT WHILE LIVING OFF OF HIS INCOME, THUSLY AVOIDING HER FINANCIAL RESPONSIBILITY TO THE MARRIAGE AND MARITAL HOME EXPENSES.

THE FOLLOWING VERIZON LISTING
IS FROM A WEDDING CELEBRITY MY
OLDEST DAUGHTER HAD IN WHICH
MYSELF AND SISTER CAPUCINE —
APPEARED WHILE SEPARATED WHEN
SHE LEFT ~~HER~~ ABANDONED THE MARRIAGE
AND HOME. I INVITED HER TO GO
ANYWAY! SHE DID GO AND "ACTED"
LIKE A "PERFECT MODEL WIFE"
IN FRONT OF OTHER FAMILY AND
GUEST. ALL THE WHILE ON THE
WEDDING CELEBRITY (7 DAYS) SHE WAS SECRETLY
"SEX TEXTING" AND TALKING WITH
HER ~~CONSPIRACIOUS DATE~~ ERICK L. MILLER WHO WAS
LIVING WITH HIM ALL THE
WHILE WHEN SHE LEFT

(2)
AND ABANDONED THE MARITAL HOME.
NOW "WHY NERVE" AND "SENSITIVITY".
SHOWS THE KIND OF HOLLOW NON-
CONSCIENCE PERSON SHE IS. IN MY
DAUGHTERS WEAR NO 2/3/4?

(SEE ME ON NEXT PAGE)

THE 323 339 3558 NUMBER IS ALL
THE CHATS & "SEX TEXTS" BETWEEN THEM

(508)
5108
5108 - 9/6

[Handwritten notes and stamps are visible over the typed text.]



CAROLINE Y. HOLMES / MY WIFE
RIDDING

LEONARD A. MILLER / HER CONSTANT
MATE
AND WEAPON

AS SAR HAS HIM ATTEND A TPO HEARING - WANT AN
EXCUSE TO ME



ERNEST H. MILLER
(ASSAULT IN PROGRESS)
AT FLOREY COURT / 601 N 205



ERNEST H. MILLER
(ASSAULT IN PROGRESS)
(M. FARMY/CORP/601 1905)

CAPUCINE Y. HOLMES whom by extreme and outrageous conduct intentionally and recklessly caused severe emotional distress to me, Wilbert R. Holmes. And is subject to liability for that emotional distress and for any bodily and mental harm that results from it.

Capucine Y. Holmes did conspire with The Detroit Connection Inc. in the "outrageous act" of of insult, degradation and humiliation and physical harm when I attended an open to the public affair named The Detroit Connection Red Dress Affair, on 2/6/2016.

She planned an elaborated scheme with the Board of Directors of the Detroit Connection Inc. to have me restricted from admittance to said affair. As I and a friend did attend, I was immediately stopped upon entry and told I was not permitted in because of some contrived reasons by Capucine Holmes. She in a word told the committee and numerous others in attendance that I coming there do to bodily harm to her. Maybe because she is "my legal wife" in a Adulterous, Illegitimate, Cohabiting affair.

I did stay and I socialized with my numerous friends and acquaintances as I had intended to do. I also took a lot of pictures that reflected that. I never had any intent to harm anyone as Capucine Holmes circulated.

I had "no advance knowledge" that she was there with her Illegitimate, Adulterous, Infidel mate.

I have attended this event and have been on the committee in previous years and never incurred any "outrage" like this.

Near the end of my stay there, 2 hours or more, the Henderson Police arrived by request of Capucine Holmes and the Detroit Connection committee. They abused me physically and verbally as I was leaving. I am physically handicapped, I walk with a cane. The police did snatch my cane away causing me to fall and injure myself. Another legal matter I am pursuing that would not have been if it were not for the "outrageous scheme" implemented by Capucine Holmes and the Detroit Connection.

I was also physically attacked by one of the Detroit Connection committee members Tommie Cason. He hit me with a vicious, cowardly blind side punch that caused injury. While also destroying my Cell Phone.

I also will let it be know that I fear for my safety (life) as Capucine Holmes has and will perpetrate such outrageous acts to be with Illegitimate mate Ernest H. Miller.

She has literally made threats to me over social media and email involving her adulterous affair. They have been cohabiting together for over a year or more. While she spreads constant threats, lies and degradation towards me.

From these outrageous actions and "many others" imposed upon me by Capucine Y. Holmes. (Please see the following exhibits A and B). I am claiming Intentional Infliction of Emotional Distress (IIED)

Wilbert R. Holmes
10550 Pattrington Ct.
Las Vegas Nv 89183

CAPUCINE Y. HOLMES whom by extreme and outrageous conduct intentionally and recklessly caused severe emotional distress to me. Wilbert R. Holmes. And is subject to liability for that emotional distress and for any bodily and mental harm that results from it.

Capucine Y. Holmes did conspire with The Detroit Connection Inc. in the "outrageous act" of assault, degradation and humiliation and physical harm where I attended an open to the public affair named The Detroit Connection Red Dress Affair on 2/6/2016.

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I did stay and I socialized with my numerous friends and acquaintances as I had intended to do. I also took a lot of pictures that reflected that. I never had any intent to harm anyone as Capucine Holmes threatened.

I had "no advance knowledge" that she was there with her Illegitimate, Adulterous, Illicit mate.

I have attended this event and have been on the committee in previous years and never incurred any "outrage" like this.

Near the end of my stay there, 2 hours or more, the Henderson Police arrived by request of Capucine Holmes and the Detroit Connection committee. They abused me physically and verbally as I was leaving. I am physically handicapped. I walk with a cane. The police did snatch my cane away causing me to fall and injure myself. Another legal matter I am pursuing that would not have been if it were not for the "outrageous scheme" implemented by Capucine Holmes and the Detroit Connection.

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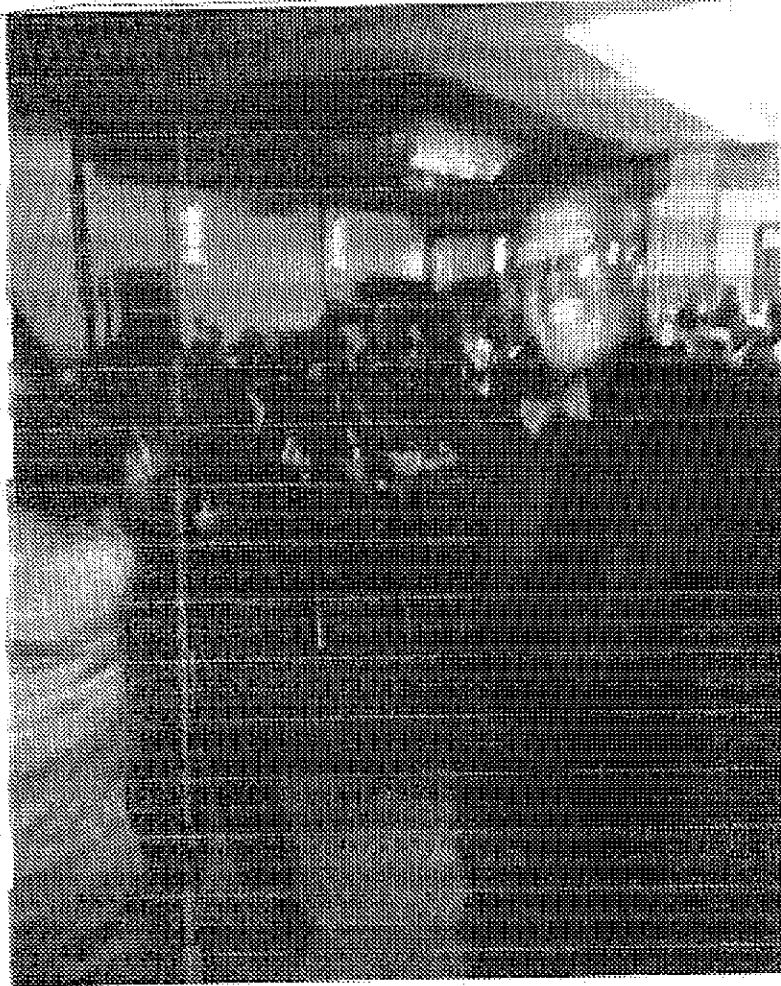
She has therally made threats to me over social media and email involving her adulterous affair. They have been cohabiting together for over a year or more. While she spreads constant threats, lies and degradation towards me.

From these outrageous actions and "many others" imposed upon me by Capucine Y. Holmes. (Please see the following exhibits A and B). I am classing intentional infliction of Emotional Distress (IIED)

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

ERNEST WILLIAMS
AND CAROLINE
AT DEMOT CONVENTION RAY DRESS
AFFAIR

HER & HIM CAUGHT AT ME



THERE ARE "MORE" PICTURES OF
THEM TOGETHER ON FACEBOOK AND
OTHER SOCIAL MEDIA TO DATE!
SHE SHOULD NOT HAVE MY NAME 'HOLMES'
THAT'S ALL TO CARE — NOW



TAKEN AT DOCTOR GUNTER'S
FNC, "RED DRESS AFFAIR"
2/6/2016 → WANG C. HOLMES
IS STILL MARRIED TO WIFE

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.

THE PLAINTIFF CAPUCINE Y. HOLMES DID NOT COMPLETE THE ABOVE. SHE PUT NO HONEST EFFORT IN DOING SUCH SHE DROPPED OUT OF THE UNLV NURSING SCHOOL FOR NO JUST REASON. EXCEPT TO PURSUE OTHER PURIENT INTEREST. OF WHICH CAUSED SERIOUS MARITAL DISCOURSE FINANCIALLY AND MENTALLY.

Since 1976
LEGAL AID CENTER
 ■ ■ ■ ■ of Southern Nevada

February 1, 2016

Wilbert Roy Holmes
 2675 Agate #247
 Las Vegas NV 89183

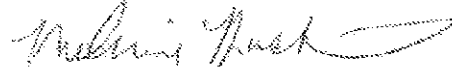
Re: Your Pro Bono Case

Dear Mr. Holmes:

On or about December 15, 2015, you applied for pro bono assistance through our program for assistance with your Family Law matter. On or about December 18, 2015 we wrote to inform you that we had accepted your case and were beginning the process of trying to match your case with a pro bono attorney. Since that time it has come to our attention that you are significantly over our income guidelines (see enclosed 2012 Income Guidelines). We have reviewed your case again and concluded we cannot assist you and you will need to hire your own attorney. Accordingly, this letter is to confirm that your file with our office has been closed.

You may contact the State Bar of Nevada Lawyer Referral Service at (702) 382-0504 or the Clark County Bar Lawyer Finder at www.clarkcountylawyerfinder.com to hire your own attorney.

Sincerely,

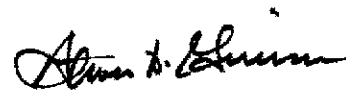


Melanie Kushnir, Esq.
 Pro Bono Project Director

Encl.

** ??? How did it come to their attention
 No other changes since I was approved
 OPPOSITION/TURNED IN TO THEM RELEVANT DOCUMENTS*

If you are dissatisfied with the services provided to you by Legal Aid Center of Southern Nevada, Inc. or by the denial of services, you may file a written grievance. A copy of the grievance procedure is available from the receptionist.


CLERK OF THE COURT

APMEM
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 Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

CAPUCINE YOLANDA HOLMES,

Plaintiff,

vs.

WILBERT ROY HOLMES,

Defendant.

CASE NO.: D-15-523582-D

DEPT NO.: J

AMENDED PRE-TRIAL MEMORANDUM

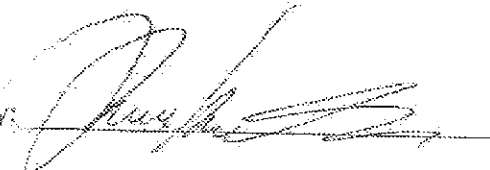
The plaintiff's Pretrial Memorandum is amended as follows:

1. Six additional exhibits are added to the list of exhibits.

V. LIST OF EXHIBITS

16. Exhibit P. Henderson Police Department Incident Report 6/9/2016
17. Exhibit Q. Lien on Property of Creditor William H. George Case No.: A-15-722160-F
18. Exhibit R. Lien on Property HOA violation failure to use Property single family uses only.
19. Exhibit S. Affidavit of Capucine Holmes to Chief Judge Tyrell.
20. Exhibit T. Response to Letter to San Rafael HOA
21. Exhibit U. Advertisement for listing of home for rent.

DATED: January 5, 2017

Submitted by: 



Henderson Police Department
Incident Report
6/9/2016 5:00:48 PM

[Back](#) [Close](#)

Incident: LHP160206000646	Report:
Date/Time: 02/06/2016 21:52:07	Officer: BAILEY T
Address: 2450 HAMPTON RD - ANTHEM SUN CITY REC	
Type: 416B - DISTURBANCE OTHER	

Comments:

Date/Time:

2/6/2016 9:55:08 PM
2/6/2016 9:55:08 PM
2/6/2016 9:55:08 PM
2/6/2016 9:55:08 PM
2/6/2016 9:55:08 PM
2/6/2016 9:57:25 PM
2/6/2016 9:57:25 PM
2/6/2016 10:41:55 PM
2/6/2016 10:41:55 PM
2/6/2016 10:42:41 PM
2/6/2016 10:42:41 PM
2/6/2016 10:43:22 PM
2/6/2016 10:45:02 PM
2/6/2016 10:45:02 PM
2/6/2016 10:45:02 PM
2/6/2016 10:45:02 PM
2/6/2016 10:46:00 PM
2/6/2016 10:46:00 PM
2/6/2016 10:46:00 PM
2/6/2016 10:47:02 PM
2/6/2016 10:47:02 PM
2/6/2016 10:47:02 PM
2/6/2016 10:47:02 PM
2/6/2016 10:47:57 PM
2/6/2016 10:47:57 PM
2/6/2016 10:47:57 PM
2/6/2016 10:48:04 PM
2/6/2016 10:48:04 PM

Comment:

Incident Initiated By: HP/JACKSON,C
Original Location : ANTHEM SUN CITY REC
2 BMA'S AT LOC REFUSING TO LEAVE, SUBJS DIDN'T HAVE TICKETS TO GET INS
PRIVATE EVENT, ALL SUBJS HBD
Primary Event: MAIN.Opened: 16/02/06 21:55
BOTH SUBJS WENT INTO BALLROOM ON DANCE FLOOR, PR WILL BE STANDING BY AT
FRONT DOOR
SECURITY AND ESTABLISHMENT MANAGEMENT BOTH CONTACTED WHO ADVISED THAT
THERE WAS A LARGE EVENT HERE THIS EVENING AND THE ESTRANGED HUSBAND OF A
WOMAN AT THE EVENT SHOWED UP WITHOUT BUYING A TICKET AND BEGAN ACTING
OUT
OFFICERS ATTEMPTED TO ALLOW THE SECURITY AND MANAGER TO WORK IT OUT WITH
THE INDIVIDUAL (WILBERT HOLMES DOB 11/21/46
-
WHILE OFFICERS WERE STANDING BY A LOUD VERBAL BROKE OUT WHEN WILBERT
CONFRONTED HIS ESTRANGED WIFE CAPUCINE HOLMES DOB 3/10/68 AND
BEGAN TO USE PROFANITY AND WAIVE HIS CANE AT MULTIPLE INDIVIDUALS IN
SCENE
OFFICERS ATTEMPTED TO CALM WILBERT DOWN BUT WERE UNABLE TO. WILBERT
BEGAN WAIVING HIS CANE IN A THREATENING MANNER TOWARDS OFFICERS SO 3W71
CONFISCATED IT TO PREVENT INJURY TO ANY PARTY.
MULTIPLE ATTEMPTS WERE MADE TO TELL WILBERT THAT HE WOULD BE GIVEN HIS
CANES AS SOON AS HE CALMED DOWN AND AGREED TO QUIT WAIVING IT AROUND.
WILBERT STORMED OUT AND BEGAN TO THREATEN AND USE RACIAL SLURS TO
OFFICERS ON SCENE
WILBERT'S FRIENDS INTERVENED TO STOP HIS BEHAVIOR AND OFFICERS GAVE
WILBERT'S CANE TO THEM BECAUSE HE WOULD NOT TAKE IT FROM OFFICERS ON
SCENE. WILBERT WAS ESCORTED ON THE PROPERTY BY AN UNKNOWN FRIEND WHO
WAS
ATTEMPTING TO CALM HIM DOWN
Route Closed: MAIN SET
Incident Closed: 16/02/06 22:48

1 WILLIAM C. DEVINE II, ESQ.
2 Nevada Bar No. 10874
3 DEVINE LAW FIRM, PLLC
4 8905 S. Pecos Road, Suite 238
5 Henderson, Nevada 89072
6 Phone: (702) 515-1500
7 Fax: (702) 515-1500
8 Email: william@devinelawfirm.com
9 Attorney for Judgment Creditor
10 William H. George Trust


CLERK OF THE COURT

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

In Re the Matter of:

Case No.: A-15-722160-F

WILLIAM H. GEORGE TRUST

Dept.: 1

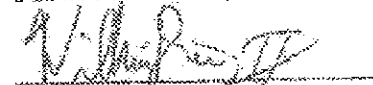
APPLICATION OF FOREIGN JUDGMENT

COMES NOW Judgment Creditor, WILLIAM H. GEORGE TRUST, by and through its
counsel, William Devine II, Esq., of DEVINE LAW FIRM, PLLC, and hereby files this Foreign
Judgment pursuant to NRS 17, specifically NRS 17.350, and registers an exemplified copy of the
Judgment, attached hereto as Exhibit "1". The Judgment is described as follows;

ORDER ON FIRST AND FINAL ACCOUNTING OF TRUST AND REPORT; AND ORDER
FOR SURCHARGE FILED MARCH 3, 2015, in the Superior Court for the State of
California, County of Los Angeles - Exemplification signed July 20, 2015,

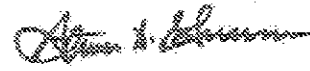
DATED this 24th day of July, 2015.

Respectfully Submitted:
DEVINE LAW FIRM, PLLC


William Devine II, Esq.
Nevada Bar No. 10874
8905 S. Pecos Road, Suite 238
Henderson, Nevada 89074
Attorney for Judgment Creditor
William H. George Trust

DEVINE LAW FIRM, PLLC
8905 S. Pecos Road, Suite 238
Henderson, Nevada 89074
Ph: (702) 515-1500 / Fax: (702) 577-1934

1 WILLIAM C. DEVINE II, ESQ.
Nevada Bar No. 10874
2 DEVINE LAW FIRM, PLLC
8905 S. Pecos Road, Suite 238
3 Henderson, Nevada 89074
Phone: (702) 515-1500
4 Fax: (702) 515-1500
Email: william@devinelawfirm.com
5 Attorney for Judgment Creditor
William H. George Trust


CLERK OF THE COURT

6 EIGHTH JUDICIAL DISTRICT COURT
7 CLARK COUNTY, NEVADA

8
9 In Re the Matter of:

Case No. A-15-722169-E

10 WILLIAM H. GEORGE TRUST

Dept: I

11
12
13 DECLARATION OF ATTORNEY WILLIAM DEVINE II, ESQ.

14 1. I, WILLIAM C. DEVINE II, ESQ., declare under penalty of perjury that the matters
15 set forth herein are true to the best of my knowledge.

16 2. I am duly licensed to practice law in the State of Nevada and am currently a
17 partner with DEVINE LAW FIRM, PLLC, and counsel for the Judgment Creditor WILLIAM H.
18 GEORGE TRUST (the "Judgment Creditor") in the above-entitled matter. I have personal
19 knowledge of the facts stated herein, except for those stated upon information and belief and,
20 as to those, I believe them to be true. I am competent to testify as to the facts stated herein in
21 a court of law and will so testify if called upon.

22 3. I make this Declaration pursuant to Nevada Revised Statute 17.360 for
23 domestication of a foreign judgment.

24 4. The name and last known post office address of the Judgment Creditor WILLIAM
25 H. GEORGE TRUST is: WILLIAM GEORGE, Trustee, c/o Devine Law Firm PLLC, 8905 S. Pecos
26 Road, Suite 238, Henderson, Nevada 89074.
27
28

DEVINE LAW FIRM, PLLC
8905 S. Pecos Road, Suite 238
Henderson, Nevada 89074
Tel: (702) 515-1500 / Fax: (702) 571-1836

1 5. The name and last known post office address of the Judgment Debtor are as
2 follows:

3 a. WILBERT R. HOLMES, 10950 Patrington Court, Las Vegas, Nevada 89183

4 6. The foreign judgment, issued in the Superior Court for the State of California,
5 County of Los Angeles, is valid and enforceable, as evidenced by an exemplified copy of this
6 judgment filed concurrently with this Declaration.

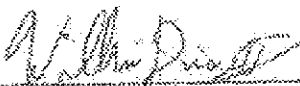
7 7. At this time, the Judgment Debtor has not paid anything to the Judgment
8 Creditor on this judgment, as such, none of the judgment has been satisfied.

9 8. Upon information and belief, as of July 24, 2015, the total amount owed on this
10 judgment is \$134,529.99 in principal, plus \$5,270.63 in interest based on the 10% interest rate
11 allowed under California Code of Civil Procedure Section 685.010(a), for a total judgment owed
12 of \$139,800.62;

13 9. Upon information and belief, having a principal amount of \$134,529.99, this
14 judgment will accrue at a rate of around \$36.85 per day.

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

17 Dated this 24th day of July, 2015.

18
19
20 
21 WILLIAM DEVINE II, ESQ.

DEVINE LAW FIRM, PLLC
6905 S. Pecos Road, Suite 215
Henderson, Nevada 89053
Ph: (702) 503-1500 / Fax: (702) 577-1934

1 RAVEN C. VILTZ, ESQ. - SBN 198904
2 LAW OFFICE OF RAVEN C. VILTZ
3 110 South La Brea Avenue, Suite 240
4 Inglewood, CA 90301
5 Telephone: (310) 672-3513
6 Facsimile: (310) 672-2057

7 Attorney for Objector and Interim Successor
8 Trustee, WILLIAM A. GEORGE

FILED
Superior Court of California
County of Los Angeles
MAR 03 2015
By: [Signature] Clerk
[Signature] Deputy

9 SUPERIOR COURT OF CALIFORNIA
10 COUNTY OF LOS ANGELES

11 In Re the Matter of:

12
13 WILLIAM H. GEORGE TRUST

Case No. BP 116 944

ORDER ON FIRST AND FINAL
ACCOUNTING OF TRUST AND REPORT;
AND ORDER FOR SURCHARGE

14 JUDGE: Hon. Lesley C. Green
15 DEPT: 11

16
17 Hearing on the First and Final Accounting of Trust and Report Prepared By Former
18 Attorney for Wilbert Holmes, supplements, objections, and response thereto came on regularly,
19 August 4, 2014 in Department 11 of the Los Angeles County Superior Court before the
20 HONORABLE LESLEY C. GREEN, Judge. RAVEN C. VILTZ, ESQ. appeared on behalf of
21 WILLIAM A. GEORGE. DEIDRA L. STAUFF appeared in pro per. The Court finds that
22 WILBERT R. HOLMES had notice of the hearing, but did not appear.

23 At the hearing on August 4, 2014, the parties stipulated that the issues raised in the
24 accounting, objections and response thereto should be decided by the Court on the papers filed.

25 The Court finds that notice of the stipulation was served on August 19, 2014, providing
26 that if any party who was not present at the hearing objects to proceeding by submission on the
27 papers filed, said party must file a verified response or objection to proceeding in that manner by
28 August 25, 2014. The Court finds that no one filed an objection before or after August 25, 2014.

1
ORDER ON FIRST AND FINAL ACCOUNTING AND REPORT AND ORDER FOR SURCHARGE

1 Therefore, the matter was taken under submission as of August 29, 2014, and the Court ruled on
2 the submitted matter on September 23, 2014 as follows:
3

4 IT IS HEREBY ORDERED that:

5 1. The First and Final Accounting of Trust and Report Prepared by Former Attorney
6 for Wilbert Holmes is approved for the period September 14, 2008 through April 30, 2013;

7 2. WILBERT R. HOLMES has forfeited his right to receive further trustee's fees due
8 to mismanagement of the WILLIAM H. GEORGE TRUST assets and failure to account;

9 3. WILBERT R. HOLMES is removed as trustee;

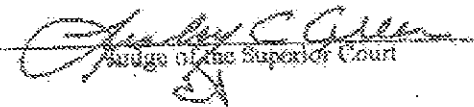
10 4. Payment to Vernon Goins, Esq. is allowed only, and in the sum of \$500.00 only.
11 It is further ordered that the balance of payments WILBERT R. HOLMES made to his lawyer
12 Vernon Goins without court order and for personal services to Wilbert R. Holmes rather than the
13 William H. George Trust, in the amount of \$22,773.75, is disallowed as a misappropriation of
14 Trust funds by WILBERT R. HOLMES in violation of his fiduciary duties;

15 5. Payments WILBERT R. HOLMES made to himself from the WILLIAM H.
16 GEORGE TRUST funds in the sum of \$111,756.24 were without authorization and in violation
17 of his fiduciary duties;

18 6. WILBERT R. HOLMES misappropriated from the WILLIAM H. GEORGE
19 TRUST the sum of at least \$134,529.99. Therefore, on its own motion, the Court enters a
20 surcharge in the amount of \$134,529.99 against WILBERT R. HOLMES, and in favor of the
21 WILLIAM H. GEORGE TRUST;

22 7. The remaining objections not addressed above are overruled, and additional
23 requests for relief are denied without prejudice.

24 //
25 //
26 DATED: 3-2-15


Judge of the Superior Court

27
28
2
ORDER ON FIRST AND FINAL ACCOUNTING AND REPORT AND ORDER FOR SURCHARGE

Inst #: 20160407-0000866

Fees: \$18.00

W/C Fee: \$0.00

04/07/2016 11:27:54 AM

Receipt #: 2729710

Requestor:

WOLF RIFKIN (LEGAL WINGS)

Recorded By: RYUD Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

NAME: Board of Directors
San Rafael Homeowners Association
ADDRESS: c/o FirstService Residential

CITY: 8290 Arville Street
Las Vegas,
STATE & ZIP: Nevada, 89139

APN: 177-33-510-012

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF VIOLATION LIEN

NOTICE IS HEREBY GIVEN, that in accordance with the Nevada Revised Statutes, Chapter 116 ("NRS 116") and the Declaration of Covenants, Conditions and Restrictions ("CC&Rs") for the San Rafael Homeowners Association ("Association"), of which 10550 Patrington Court, Las Vegas, NV 89183 ("Property") is subject to, and such Property being owned by Wilbert R. Holmes as Trustee of the Wilbert R. Holmes Separate Property Trust ("Owner"), the Association has, after adequate notice and a hearing called pursuant to NRS 116.31031 and the Association's CC&Rs, levied fines against the Owner for leasing its Property for transient commercial purposes (as that term is defined in NRS 116.340). Owner has been advertising the Property online as a short term rental Property. The Association maintains that, in doing so, Owner is in violation of both the statute and the CC&Rs and other governing documents, which limit all properties to single family uses only.

The Property is more particularly described as:

Lot Seventy Nine (79) in Block One (1) as shown on the final map of DOMINION PHASE ONE, as shown by map thereof on file in Book 74 of Plats, Page 4, in the Office of the County Recorder, Clark County, Nevada.

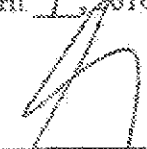
The amount owing and unpaid total as of the date of this Notice of Lien is \$20,000.00, and shall increase by \$1,100.00 for every 7 day period that the above stated violations remain uncured or otherwise unresolved pursuant to NRS 116.31031(5), plus other costs to be determined at time of payment of such total.

///

///

///

Dated: April 7, 2016



Gregory P. Kerr, counsel for and
on behalf of the Association

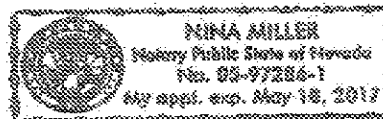
STATE OF NEVADA
COUNTY OF CLACK

}
ss.

On April 7, 2016 before me, Nina Miller, personally appeared
Gregory P. Kerr personally known to me (or proved to me on the basis
of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____



TO: Chief Judge Natalie Tyrell
FROM: Capucine Holmes
DATE: June 16, 2016
RE: Abuse of Process NRS 18.010 Wilbert Holmes/Abuse of Process/Using Court to Harass Capucine Holmes, her friends, and an organization I belong to the Detroit Connection, Inc.

VIA FACSIMILE: 702-455-7832

Please be advised that I am divorcing Mr. Wilbert Holmes, because he was abusive. He is angry and using the Court system to harass me. Mr. Holmes is pretending to be indigent and the Court is waiving his fees. He is filing meritless lawsuits based upon an incident where he was asked to leave an event I was attending because he did not have a ticket. He is manipulating the court system to harass me. I am asking you to dismiss his cases with prejudice because they are an abuse of process, meritless, fraudulent, and a waste of the Courts resources. Attached you will find the following:

A copy of a Protective Order or Restraining Order,

My declaration,

A listing for our home for \$799,000 located at 10550 Patrington Ct., LV, NV,

A copy of a judgment for approximately \$135,000.00 (money Mr. Holmes stole), and

A copy of a Sun City Security Report indicating Mr. Holmes was trespassing at the event in he mentions in the lawsuits.

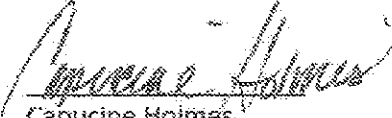
A copy of his divorce lawyer's Motion to withdraw because of fraud upon the Court.

Declaration of Capucine Holmes

1. That Mr. Holmes is not indigent.
2. That when we married he sold a business for approximately one million dollars.
3. That he stole approximately \$135,000 from his nephew (See attached Judgement.)
4. That he owns our marital home and it is listed for \$799,000.00.
5. That he rents our home using Home Away and others for approximately \$3,000 per week up to \$12,000 a month.
6. That he is hiding his income.
7. That his divorce lawyer withdrew from his case because he was using her services to perpetrate fraud upon the court.
8. He filed three cases #: 16AN000083, 16AN000097 and 16AN000096 based upon one incident.
9. That the incident he is referring to occurred because Mr. Holmes refused to leave an event he did not have a ticket to attend the Detroit Connection Inc., event.
10. That Mr. Holmes was told that all tickets for the event were sold out and that he would be denied entry.
11. That Mr. Holmes refused to leave and Sun City Anthem security asked him to leave.
12. That Henderson police department was called and they asked him to leave.
13. That there is an extended restraining order for Mr. Holmes.

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

Date June, 16, 2016


Capucine Holmes

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FROM: Capucine Holmes
DATE: June 16, 2016
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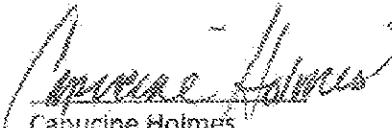
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12. That Henderson police department was called and they asked him to leave.
13. That there is an extended restraining order for Mr. Holmes.

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

Date June, 16, 2016


Capucine Holmes

1 of 23



10550 Patrington Ct,
Las Vegas, NV 89183
5 beds · 4 baths · 4,813 sqft

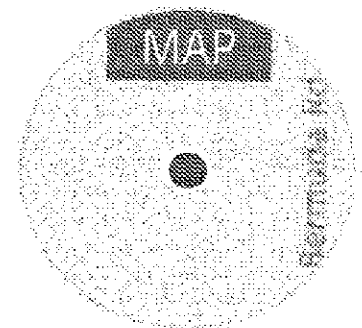
● **FOR SALE**

\$775,000

Zestimate®: \$767,169

Est. Mortgage: \$2,879/mo

Financing your new home?



Overview

Spectacular Silverado Ranch home. Incredible Private "Resort" style Backyard w/Enormous Rock Pool w/Waterfalls and Jacuzzi. Beautiful living room with fire place & family and kitchen boast open floorplans.

Suitability: Events Allowed, Long-term Renters Welcome, Minimum Age Limit for Renters, non smoking only, pets considered, wheelchair accessible



WILL HOLMES (Owner)

Member since: 2015

Call Owner

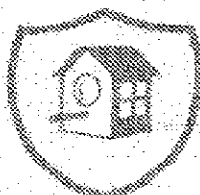
Speaks: english

About WILL HOLMES

Response time: **Within a few hours**

Response rate: **100%**

Calendar last updated: **June 28, 2015**



Overview

Las Vegas House Rental Photos and Description

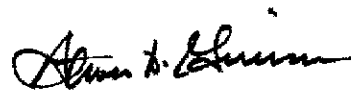
HALF ACRE LOT...POOL AND SPA.....8 MINUTES FROM
"THE STRIP"

Beautiful upscale large home on rare half acre lot in quiet gated community. Marble tiled flooring, natural rock 40ft by 20 ft swimming pool and spa, sports court, courtyard/natural rock fountain, jacuzzi bathtub in master bedroom with other extras. Beautiful upscale large home on rare half acre lot in quit gated community. Marble tiled flooring, natural rock 40ft by 20 ft swimming pool and spa, sports court, courtyard/natural rock fountain, jacuzzi bathtub in master bedroom with other extras.

Spectacular Silverado Ranch home. Incredible Private "Resort" style Backyard w/Enormous Rock Pool w/Waterfalls and Jacuzzi. Beautiful living room with fire place & family and kitchen boast open floorplans.

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CLERK OF THE COURT

CERT
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
(702) 333-1449
Email Address: simmslawfirm@aol.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

CAPUCINE YOLANDA HOLMES,

Plaintiff,

vs.

WILBERT ROY HOLMES,

Defendant

CASE NO.: D-15-523582-D

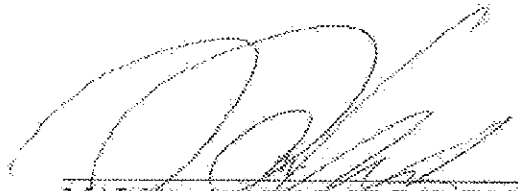
DEPT NO.: J

CERTIFICATE OF MAILING

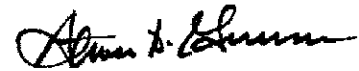
The AMENDED PRETRIAL MEMORANDUM was mailed on January 5, 2017 pursuant
to NRCP 5(b) by depositing a copy in the U.S. Mail in the State of Nevada, postage prepaid,
addressed to:

wholmes@aol.com
WILBERT ROY HOLMES
10550 Pattrington Ct.
Las Vegas, Nevada 89183

DATED this 5th day of January, 2017


MARSHA KIMBLE E. SIMMS/ESQ.

CERTIFICATE OF MAILING - 1



CLERK OF THE COURT

MISC

Name: WILBERT R HOLMES

Address: 10550 PATRINGTON CT.

LAS VEGAS NV 89183

Telephone: 702 281 5752

Email Address: WHOLMES711@AOL.COM

In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

CAPUCINE Y. HOLMES

Plaintiff

CASE NO.: D 15523582D

vs.

DEPT: 3

WILBERT R HOLMES

Defendant

PRE TRIAL MEMORANDUM COMPUTATION SCHEDULE A A

Title of Document

Respectfully submitted by:

(Your signature)

(Your name)

WILBERT R HOLMES

☐ Plaintiff / ☒ Defendant In Proper Person

EXHIBIT... COMPUTATION SCHEDULE AA and NOTE

FROM THE PRE NUPITAL AGREEMENT:

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.

the point of the end of two full years of marriage 7/1/2001

CERTIFIED APPRAISAL\$620,000.00

time of divorce (Filed 11/5/2015)

CERTIFIED APPRAISAL\$620,000.00

RESULT:

THIS FACTUAL DETAIL SHOWS NO INCREASE IN PROPERTY EQUITY
BASED ON COURT REQUIRED CERTIFIED APPRAISALS. DATED 6/30/2016
(EXHIBIT D)

NOTE: THE ITEMS BELOW ARE QUESTIONABLE (ON AGAIN OFF AGAIN) FLIP
FLOP ACTIONS BY Attorney Martin Kinsle-Simms.

10/04/2016 Motion (10:00 AM) (Judicial Officer Hughes, Rena G.)
Plf's Motion to Amend the Pleadings, For An Order to Enforce and for An Order to Show
Cause, and to ~~Set Aside the Premarital Agreement~~ per OST

12/20/2016 Motion (11:00 AM) (Judicial Officer Hughes, Rena G.)
Motion to Withdraw as Counsel of Record per OST

01/25/2017 Reset by Court to 12/20/2016

Result: Off Calendar

12/20/2016 Certificate of Mailing
MOTION TO WITHDRAW AS COUNSEL OF RECORD

THIS SEALED
DOCUMENT,
NUMBERED PAGE(S)
666 - 681
WILL FOLLOW VIA
U.S. MAIL

THIS SEALED
DOCUMENT,
NUMBERED PAGE(S)
682 - 689
WILL FOLLOW VIA
U.S. MAIL

THIS SEALED
DOCUMENT,
NUMBERED PAGE(S)
690 - 696
WILL FOLLOW VIA
U.S. MAIL



CLERK OF THE COURT

MISC
Name: WILBERT R HOLMES
Address: 10550 PATRINGTON CT.
LAS VEGAS NV 89183
Telephone: 702 281 5752
Email Address: WHOLMES711@AOL.COM
In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

CAPUCINE Y HOLMES

Plaintiff

CASE NO.: D 15523582 D

vs.

DEPT: J

WILBERT R HOLMES

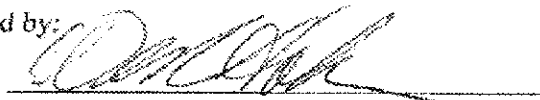
Defendant

PRE TRIAL MEMORANDUM EXHIBIT A and D updated

Title of Document

Respectfully submitted by:

(Your signature)



(Your name)

WILBERT R HOLMES

☐ Plaintiff / ☒ Defendant In Proper Person

Case no. D 1523582 D

EXHIBIT A and D (updated)

Shown here are the ACTUAL DEBTS AGAINST EQUITY recorded on the property at:

10550 PATRINGTON CT.
LAS VEGAS NV 89183

LIENS have encumbered the property for clear title to close any sale. See liens sent from Chicago Title, c/o escrow officer and vice president of Chicago Title. (following page)

Property listed for sale and current certified appraisal value	\$620,000.00
<u>Balance Due on Reverse Mortgage to date (increases per month)</u>	<u>(461,536.00)</u>

Property Actual Equity after reverse mortgage due	\$ 158,464.00
---	---------------

Liens:

San Rafael HOA.....	(21,500.00)
WHG Trust Lien.....	(159,551.00)
<u>Water Company.....</u>	<u>(1,284.00)</u>

<u>Divorce Lien.....</u>	<u>unknown amount</u>
<u>and more.....</u>	<u>unknown amount</u>

Lien Total against equity.....	(\$173,335.00)
--------------------------------	----------------

Actual (negative) Value of Property Equity	(\$14,871.00)
--	---------------

These ACTUAL FIGURES, not appraisal or estimate, clearly show there was no increase in the property equity. Sited in the pre nuptial agreement.

These Financial Facts (not estimates or appraisals) compiled by:

Wilbert R Holmes



Chicago Title

Property Summary Report

OWNER/PROPERTY:

Wilbert R. Holmes, Trustee of the
Wilbert R. Holmes separate Property
Trust a/d 12-16-08
10550 Pattington Court
Las Vegas, NV 89183
APN# 177-33-510-012

EFFECTIVE DATE

December 28, 2016

MORTGAGE(S):

1st DDT 11-30-99 \$240,000 GMAC Mortgage Corp.
Assigned 11-30-00 to: Northwest Mortgage Inc.

2nd DDT 10-17-13 \$938,250. Profazio Mortgage Ventures LLC
Assigned 10-26-16 to: Nationsstar Mortgage LLC

3rd DDT 10-17-13 \$938,250. Secretary of Housing and Urban Development

HOA LIENS:

4-7-16 \$20,000.
8-17-16 \$1,500.
NOD 10-5-16 for HOA Lien
not referenced \$1,510.68

OTHER ITEMS OR LIENS:

Honorary 8-21-09
Republic Service Liens 12-8-14 \$275., 6-3-15 \$251., 4-6-16 \$305., 9-2-16
\$258.
Judgment 9-2-15 Case #A15722160F copy enclosed \$159,551.00
Lien Antisuit Agreement 12-21-13 (No Amount Set)
Certificate of Delinquent Taxes 12-14-15 \$5,378.06
Las Vegas Water Liens 11-16-16 \$938., 11-30-16 \$340.

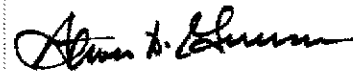
"COMMITTED TO YOUR SUCCESS"

Chicago Title Research Dept.
702-836-8000
researchdept@ctt.com

The Information Provided is Deemed Reliable, But Not Guaranteed

APMEM

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 Plaintiff



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

AMENDED PRE-TRIAL MEMORANDUM

The plaintiff's Pretrial Memorandum is amended as follows:

1. Added Expert Witness Justin Novinger.
2. Additional Exhibit 22 Breakdown of value of Property 10550 Patrington Ct., Las Vegas, NV 89183 in the Year 2001.

IV. AMENDED WITNESS LIST

1. Expert Witness Justin Novinger.

V. LIST OF EXHIBITS

22. Exhibit. Report of the Breakdown of Value of Property 10550 Patrington Ct., Las Vegas, NV 89183 in the Year 2001.

DATED: January 17, 2017

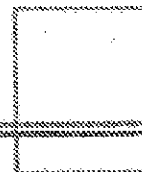
Submitted by:



MARSHA KIMBLE-SIMMS, ESQ.



JUSTIN NOVINGER
BROKER SALES PERSON



To Simms Law Firm,

This is a formal letter and a breakdown of the potential property value of the Subject Property: 10550 Patrington Ct. Las Vegas, NV 89183 in the Year 2001.

Taking (3) Comparables from 2001 - 2002: 10642 Chillington Dr. Las Vegas, NV 89183, 224 Bethwick Cir. Las Vegas, NV 89183, and 10659 Chillington Dr. Las Vegas, NV 89183.

Based off of Market Trends and Sold Properties of the above listing properties which are models based off of Square Footage and Area with in the same Zip Code and Market Trends indicate an 8-9% Return on the Property in 2001 return by year and stainable apperception to date which is in 2014-2015 holding steady at 8.8%.

Based on the market return this would indicate an appreciated value on the Subject Property at 8-9% annum for (2) Years from the purchase in 1999 at \$411,500 and an 8% - 9% Return annually would bring the value of the home to \$488,413 for 2001.

Please see attached Docs:

Regards,



Justin Novinger





NEVADA BPO SUPPLEMENT

Nevada law requires that a Broker Price Opinion ("BPO") prepared by a Nevada real estate licensee includes certain information. This form supplements any preprinted form or electronic submission required by the person or entity requesting the BPO. The BPO is not complete without this Supplement. Nevada law requires that compensation for real estate services, including BPOs, be made directly to the Broker, and that the Broker retain records for a minimum of five years.

The BPO has been prepared by Justin Novinger ("Licensee"), who is duly
Licensee Name
licensed (License No.: BS-0144674) and in good standing. Licensee is affiliated with
Nevada Real Estate License No.
Linn Edwards ("Broker").
Broker Name

1. The BPO has been prepared for Sinus Law Firm ("Recipient") regarding
real property located at 10550 PATRINGTON CT LAS VEGAS NV 89183-4562
APN 177-33-510-012 ("Property").

2. Licensee is informed that Recipient's interest in the property is: Based on Current Legal State

3. The intended purpose of this BPO is Determine Price Point for 2001

4. The basis used to determine the BPO is Market Data for Comp Sold in 2002-2001
with the following applicable market data Records Pulled from the Clark County Records and
computation of capitalization Over a 2 year Term of Appreciation and Annual % Return of 2 Years

5. Assumptions or limiting conditions used to determine the BPO: Lack of overall Comps for Exact Models
Based on Square Footage.

6. Licensee has the following existing or contemplated interest in the Property (including, without limitation, the possibility of representing the seller or purchaser): None

Issue Date: 01/17/17

Licensee Signature: Justin Novinger

Justin Novinger

**Notwithstanding any preprinted language to the contrary,
this opinion is not an appraisal of the market value of the
property. If an appraisal is desired, the services of a licensed
or certified appraiser must be obtained.**

Number of Comparables:	3	Search Period:	01/17/2016 - 01/17/2017
Sort Method:	Distance From Subject (Closest)	Living/Building Area:	4,091 - 5,535 Sq Ft
Pool:	No Preference	Land Use:	Same As Subject
Distance From Subject:	1 miles	Lot Area:	21,475 - 29,055 Sq Ft

	Subject Property	High	Low	Median	Average
Sale Price	\$411,500	\$680,800	\$357,500	\$490,600	\$509,167
Building Sq Ft	4,813	8,077	4,197	4,813	4,696
Price Per Sq Ft	\$85.50	\$132.07	\$78.29	\$116.75	\$109.34
Stories	2	2	2	2	2
Lot Sq Ft	25,265	76,136	22,216	22,651	23,667.6667
Year Built	2030	1995	1998	1998	1998
Bedrooms	5	5	5	5	5
Total Baths	4	5	4	5	5
Distance (miles)		0.24	0.12	0.16	0.18
Total Assessment	\$506,914	\$556,480	\$517,914	\$544,231	\$542,875
Value Projected by Assessment	\$472,231				
Value Projected by Sq Ft	\$526,257				
RealAVM™(1)	\$671,636	\$643,012	\$558,412	\$670,463	\$637,297

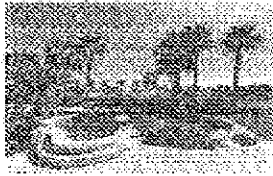
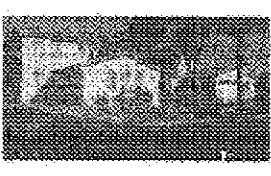
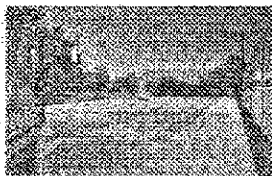
Courtesy of Justin Neumann, Greater Las Vegas Area of Realtors

Comparables

Generated on: 01/23/2017
Page 1 of 1

GLVAR	Single Family Residential			Ownership	SFR	01/17/2017 2:50 PM							
ML#	1511904	Offc	URBN	PubID	005753	Status	A-ER	Area	303	L/Price	\$624,900		
Address	10550 /PATRINGTON /Court			Unit		StatusUpdate				LP/SqFt	\$130		
Building #		BlDr/Manf		Model				CondoCov		Zip	89183		
County	CLARK	Parcel#	177-33-510-013	Zoning	SINGLE			Studio		YrBuilt	2000/RE		
Cmnty	NONE	Subdiv	DOMINION					City/Town	Las Vegas	State	NV		
Assoc/Comm	Feat Desc	CC&RS, COMMUNITY Walk, Gated								Gated	Yes		
Elem K-2	BASS	Flem 3-5	BASS	YrRound	N	Junior	DELW	Highsch	LIBR	Subdiv#	2003		
								CenStrt		MetroMap	84-F5		
PROPERTY INFORMATION					#Baths	FB	3/4	HB	Tot				
Bldg Desc	2STORY	Prop Desc				3	0	1	4				
Type	DETACHED	Conv											
Roof	PITCHED, TILE	Unit Desc			#Bedrms	5	#Den/Oth	1	#Lft	0			
Garage	4/ATTACHED, AUTODR, FINISHD	Converted Garage	N	Prkng Des	GARPRIV								
AppxLivArea	4,813	#Acres +/-	0.580	Lot Sqft	25,265	Lot Desc	14TO1AC, CULDSAC, PAVEDRD			Carpports	0		
ApprxAddLivArea					ApprxTotalLivArea	4,813							
Manuf		Length		Width	ConvertRealProp			MH-YrBlt					
PvSpa	Yes/INGRD			PvPool	Y/HEATED, INGRND, POOLSPA			Pool Size +/-					
Dir	From HWY 15 South EXIT at CACTUS**Go East (L)**Cross Las Vegas Blvd**to Gillespie**SEE San Rafael Estates, turn SOUTH (R), QUICK LEFT** into San Rafael GATE**												
Public	PRICE REDUCED 50K NEEDS MINOR TLC***MAGNIFICENT SUBDIVISION & BEAUTIFUL HOME***NICE												
Remarks	FLRPLAN***ROTUNDA ENTRY WAY***NEW CARPET THRU OUT***3 FIREPLACES & 4 CAR GARAGE***POLISHED STONE FLRS***HIGH CEILINGS***FORMAL LVG RM & DINING RM***OFFICE BY CRTYRD W/ FOUNTAIN***HUGE KITCHEN & FAMILY RM TO EXQUISITE ENTERTAINER'S STUNNING 200K DESIGNER POOL/ SPA/ WATERFALL & LUSH TROPICAL YARD W/ SPORTS AREA!!!!*SHOW 'N' SELL***THANK YOU												
Ag/Ag	***ALARM IS ON***REDUCED PRICE***MINOR TLC ITEMS NEEDED***SOLD AS-IS***NEW CARPET***GATED												
Remarks	EXQUISITE SUBDIVISION***HUGE HOME & LOT, OVER 1/2 ACRE, ON CULDESAC!!!!*MILLION DOLLAR HOMES AT INCREDIBLE PRICES!!!!*CALL TO TURN ALARM OFF***OR W/ QUESTIONS 702-524-8020***EMAIL OFFER W/POF & APPROVAL LETTER***PREFER K.KISSANE, CHICAGO TITLE***ALMOST VACANT***NEAR LAS VEGAS BLVD, SHOPS, SCHOOLS, MAJOR CASINOS, RESTAURANTS & HWY'S ***THANK YOU FOR SHOWING!!!!*ALARM IS ON***												
Master Bed Room	16x20	CEILFN, UPSTRS, SEPRAT, WICLOS		Master Bath				DBLSNK, MAKEUP, SEPSHW, SEPTUB, TUBJECT					
2nd Bedroom	15x16	CEILFN, DNSTRS, WBATH		3rd Bedroom	12x14	UPSTRS, TVCAB, WICLOS							
4th Bedroom	12x14	CEILFN, UPSTRS, TVCAB		5th Bedroom	12x13	UPSTRS, TVCAB, WICLOS							
Den	14x15			Dining Room	12x18	FORDIN							
Family Room	15x18	BOTHUD, DNSTRS, SEPFAM		Kitchen		BRKBAR, GRNCTP, ISLAND, RECESS, TRACK, PANTRY, TILE							
Living Room	18x18	ENTFOY, FORMAL, FRONT, CATVLT											
MBR Down?	N	Bed Dn	Y	Ba Dn	Y	Ba Dn Desc	F						
Constructn	FRMSTUC			Furnished Desc	NOFURN								
Refrg	Y	Dispos	Y	Dishw	Y	Washer Inc	N	Dryer Inc	N	DryerUtl	G		
OthApplnces	MICROWV, WTCNDO, WTRFLT									Location	ROOM		
Interior	ALARML, ATRIUM, BLINDS, CEILFN, INTERCM, POTSHLV					Oven Desc	COKTOPG						
Firepl	2/LPGAS			Flooring	CARPET, CARTHR, CERAMIC, MARBLE								
Firepl Loc	LIVING			Fence	BF/STUCCO, WRTIRON								
House Face	West	House Views	MOUNTWV					Equest	NONE				
Exterior	BBQSTUB												
Landscap	DESERT, FOUNTN, MATURE, LAWNRR, RERSPR, ROCK, SHRUBS, WTRSCAP							Miscel	NONE				
Heat Sys	CENTRAL	HtFuel	GAS					Water	PUBLIC				
Cool Sys	CENTRAL	CLFuel	ELEC	Grd Mounted	Y			Sewer	PUBLIC				
Utility Into	CABAVL, SATDISH, UNDGRND	Energy	DUALPNE					Soil Elec	NONE				
VOW/FINANCIAL/LISTING OFFICE INFORMATION					Internet	Y	Public Address	Y	AVM	Y	Commentary	Y	
AssocFee	Y	AssocName	San Rafael Associati	Assoc Ph	702-333-3333			Mast Plan Fee	\$0				
AssocFee1	\$66/M	AssocFee2		Assessmt	N			Assessment Amt					
Assoc Fee Includes	MGMT, RESERV			SID/LID?	N	SID/LID		SID/LID Ann					
Earn Dep	\$10,000	Ann Tax	\$4,492	Court App	N	Short Sale	N	Foreclo	N	Repo/REO	N	Utlg/Typ	N
Finance Consid	CASH, CONV			FIRPTA?	N	NOD		Rent				Pos	COE
Lockbox	N	LockboxLocation		TempOffMktStatus				T Status	Date				
L/Agent	Kimberly Penfil	L/Agent	702-524-8020	REALTOR	Y	PhotExcl		LeaseEnd					
Office	Urban Nest Realty	OffPh	702-853-2444	Donus	SO	CoOp	2.500%	Flat Fee					
Off Add	10220 W Charleston Blvd #3, Las Vegas	89135	BrokerName	David Tina				Vr	N	Ex	N		
Agt Fax #		Email	tonyrosales1@gmail.com					VTour	Y	OwnLic	N		
Contact		ContPh											
Resident	Call Agent	ResPh	702-524-8020	Occup	OWN	Power	ON	AuctTyp		ListDt	01/28/2015		
Showing	APPTLA/Pets	GateCode	8585	Act DOM	720	AuctDt		ExpDt					
ContDesc		GateCode2		OrigListPrice	\$739,999			WD					
Book a Showing													

Energy-Efficient/GREEN Information:

Subject Property	Comparable 1	Comparable 2	Comparable 3
			
Address:	10550 Patrington Ct	10638 Hahersham Ct	329 Hedgehope Dr
Owner Name:	Holmes Wilbert R Sps Ppty	Moquaid 2014 Trust	Hess Albert R
Parcel:	177-33-510-012	177-33-510-026	177-33-511-048
Sale Date:	06/15/1999	Tax: 12/09/2015 MLS: 01/28/2016	Tax: 10/16/1998 MLS: 03/18/2016
Sale Price:	\$411,500	\$490,000	\$397,500
Building Sq Ft:	4,813	4,197	5,077
Price Per Sq Ft:	\$85.50	\$116.75	\$78.29
Bedrooms:	5	5	5
Bathrooms (Total):	4	4	5
Bathrooms (Full):	3	3	4
Bathrooms (Half):	1	1	1
Lot Acres:	0.58	0.51	0.52
Lot Sq Ft:	25,265	22,216	22,651
Heat Type:	Forced Air	Forced Air	Forced Air
Cooling Type:	Central	Central	Central
Annual Tax:	\$4,441	\$4,906	\$4,700
Total Assessment:	\$306,914	\$514,231	\$517,914
Year Built:	2000	1995	1999
Effective Year Built:	2000	1998	1998
Zoning:	R-E	R-E	R-E
School District:	3200060	3200060	3200060
Garage Type:	Attached Garage	Attached Garage	Attached Garage
Land Use - County:	Resid-Single Family	Resid-Single Family	Resid-Single Family
Stories:	2	2	2
Exterior:	Frame/Stucco	Frame/Stucco	Frame/Stucco
Fireplaces:	2	1	1
Floor Cover:	Carpet	Carpet	Carpet
Foundation:	Concrete	Concrete	Concrete
Pool:	Pool	Pool	Pool
Condition:	Average	Average	Average
Quality:	Average	Average	Average
Subdivision:	Dominion Ph 1	Dominion Ph 1	Dominion Ph 2
Township-Range-Section:	22-61-33	22-61-33	22-61-33
Distance (miles):		0.12	0.16
MLS Listing #:	1513904	1551802	1612623
			1553314

Courtesy of Justin Weinger, Greater Las Vegas Assn of Realtors

This is a preliminary report prepared by the Greater Las Vegas Assn of Realtors. It is not intended to be used as a basis for any legal action. The accuracy of the data contained herein can be verified by the user of this report with the appropriate public or private source.

Comparables

Generated on 03/27/2017

Page 2 of 2

CLARK COUNTY PROPERTY

Parcel # **177-33-510-012** Address **10550 PATRINGTON CT** Zip Cd **89183-4562**
 PropCity **LAS VEGAS**
 TR-RG-SE **22-61.0-33** Tax Dist **ENTREPES-ARTEN-FR-011** ReAssd **2017**
 Tot Value **\$170,379** Land Use **1100010001/SFR** Update **03/16/16**
 GEO Id **N3 NE4 22-61.0-33** Census Tract **28.41** Status

ASSESSOR DESCRIPTION

File-Page **FE 0074-0004** Subdivision **2003/ DOMINION**
 Assr Lot **79** Block **1** Phase Bldg Unit
 Assr Apt Parcel Area **303** Tract Outlot
 Assr Desc **DOMINION PHASE 1 PLAT BOOK 74 PAGE 4**
LOT 79 BLOCK 1

OWNER & DOC INFORMATION

Owner Name **HOLMES WILBERT R SEP PPTY TR** ETAL DOC DATE **12/17/08** DOC NUMBER **3008121704474** DV MUL
 2nd Owner **HOLMES WILBERT R TRS** **04/01/97**
 Address (S) **10550/ PATRINGTON/ CT**
 City **LAS VEGAS** State **NV** Zip Code **89183-4562**
 Prev Owner **WEBBS DEL COVENTRY HOMES NEVAD**
 Own Phone Tenant Phone

LAND & BUILDING INFORMATION

Land Value **\$32250** Irregular Adq Parking Nuisance
 FrontxDepth **110** Under (UB) Rac Area
 Acres **0.55** Str Paved Sidewalks Str Lights
 Lot SqFt **25255** View Metro Map **24** **75** Curb Gutr
 Topography Act Yr Bld **2000**
 Schools Est Yr Bld **2000**
 Shopping Cost Class **AVG** Landscaping
 Impr Value **\$137,129** Carpet **80** % Tot Rooms **10**
 Type Style **2 STORY** Ceramic TI **20** % Bedroom **3**
 Architect Vinyl Tile Bathrooms **3.50**
 Ext Wall **FRM STUCCO** Units Hardwood Family Rm **3**
 Roof Matd **CONC TILE** Home Auto Centrl Vac **N** Formal Din
 Flooring **CONC** Security **N** BT Refrig **N** Fireplaces **2**
 Heat System **FORCE AIR** Intercom **N** BT Micro **Y** Garag Disp
 Air Cond **CENT COOL** Range Fan Trash Cmgf **N** Dishwasher **N**
 Centrl Air Range Oven

PROPERTY SUB-AREAS SQ-FT

Living Area **4813** First Flr **2423** Porch 1 Garage **872**
 Building 1 **4013** Second Flr **2390** Porch 2 Carport
 Total Bldg **5888** Abv Second Porch 3 Storage
 Apprx Adft Liv Area Apprx Total Liv Area **4813**
 Pool (Y) **N** Basement F Paving 1 **1/1500** Deck **324**
 Fence Basement U Paving 2

EXTRA FEATURE INFORMATION

Pool Heatr **Y** Tennis Cts Precy/Patio Sprinklr **AVG**
 Jacuzi/Spa **Y** Tns Lights Prch Cover Sprinklr
 Deck Tns Fence Prch Deck Other
 Fence Oth

SALES & LOAN INFORMATION

PRICE	DATE	TYPE	PCT DWN	DT
MLS Sale				
County 1 \$412,000	11/01/99	R/RECORDED VALUE		
County 2 \$3,290,000	04/01/97	M/MULTIPLE PARCEL SALE		
County 3				

LOAN AMOUNT	LENDER	TYPE	INT	TITLE
TOTAL TAX \$5376.67	TOTAL ASSO \$129,379	IMPRV \$137,129	LAND \$32,250	PERS PROP 2016
Cur \$4492.59	Prev \$163,737	Tot SA Bal \$130,487	Land \$32,250	YEAR 2015
T Rate 2.9325	Transfr/R			EXEMPTION \$0
Definq 4				

PP Codes
Deeded/R

INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED 04/01/15 9:54 AM

CLARK COUNTY PROPERTY										
Parcel #	177-32-511-515		Address		10642 CHILLINGHAM DR		Zip Cd		89183-4640	
TR-RG-SE	22-61.0-33		PropCity		LAS VEGAS		ReAssd		2017	
Tot Value	\$175,277		Tax Dist		ENTRPRS-ARTSN-FR-911		Update		03/16/16	
GEO Id	N2 NE4 22-61.0-33		Land Use		1100018001/SFR		Status			
			Census Tract		28.41					
ASSESSOR DESCRIPTION										
File-Page	PB 0074-0074		Subdivision		2009/ DOMINION					
Assr Lot	15	Block 4	Phase			Bldg	Unit			
Assr Apt	Parcel		Area		303	Tract	Outlot			
Assr Desc	DOMINION PHASE 2 PLAT BOOK 74 PAGE 74 LOT 15 BLOCK 4									
OWNER & DOC INFORMATION										
Owner Name	EVINS WARREN H & PURKISINA C				ETAL	DOC DATE	DOC NUMBER	DV	MUL	
2nd Owner	EVINS WARREN H SEPARATE PPTY T				N	08/15/03	2003081501688			
Address (S)	10642/ CHILLINGHAM/ DR					02/01/99				
City	LAS VEGAS		State	NY	Zip Code	89183-4640				
Prev Owner	WILLODEN NICHOLAS W & KRISTINE									
Own Phone					Tenant Phone					
LAND & BUILDING INFORMATION										
Land Value	\$33258		Regular	Adq Parking		Nuteance				
FrontDepth			Under Util	Rec Area						
Acres	0.54		Str Paved	Sidewalks		Str Lights				
Lot SqFt	23322		View	Mobile Map		84-85	Curb Gubr			
Topography			Act Yr Bld	1999						
Schools			Eff Yr Bld	1999		Landscaping				
Shopping			Cost Class	AVE		Area		303		
Impr Value	\$142,027			Carpet		80%	Tot Rooms		10	
Type Style	2 STORY			Ceramic TI		20%	Bedrooms		5	
Architect				Vinyl Tile		Bathrooms		3.50		
Ext Wall	FRM STUCCO		Units	Hardwood		Family Rms		3		
Roof Matl	CONC TILE		Room Auto	Central Vac		N	Formal Din		.	
Flooring	CONC		Security	N	HI Refrig	N	Fireplaces		1	
Heat System	FORCE AIR		Intercom	N	SI Micro	Y	Garbg Disp			
Air Cond	CENT COOL		Range Fan	Trash Capt		N	Dishwasher		N	
Central Air			Range Oven							
PROPERTY SUB-AREAS SQ FT										
LivingArea	4813		First Flr	3472		Porch 1	Garage			872
Building 1	4813		Second Flr	2348		Porch 2	Carport			
Total Bldg	5685		Abv Second			Porch 3	Storage			
Apprx Adbl Liv Area			Apprx Total Liv Area	4813						
Pool (Y)	512		Basement F			Paving 1	1/1100	Deck		1200
Fence			Basement U			Paving 2				
EXTRA FEATURE INFORMATION										
Pool (Locat)	Y		Tennis Cts			Pch/Patio	SprinklrF			LARGE
Janiz/SepJ	Y		Tns Lights			Pch Cover	SprinklrR			
Deck			Tns Fence			Pch Deck	Other			
Fence			Oth							
SALES & LOAN INFORMATION										
MLS Sale	PRICE		DATE	TYPE		PCT OWN	DT			
County 1	\$415,988		08/01/02	R/RECORDED VALUE						
County 2	\$403,565		02/01/99	R/RECORDED VALUE						
County 3										
		LOAN AMOUNT	LENDER		TYPE	INT	TITLE			
Can	TOTAL TAX	\$4641.32	TOTAL ASSE	\$175,277	IMPRV	\$142,027	\$33,258	PERS PROP	YEAR	EXEMPTION
Prev	\$4588.18		\$168,788		\$135,458	\$33,358		2015	\$ 0	
T Rate	2.9328		Tot SA Bal							
Definq			Transfer/R					PF Codes		
							Deeded/R			
INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED							04/01/16		10:13 AM	

CLARK COUNTY PROPERTY

Parcel # 177-23-510-045 Address 224 BETHWICK CIR
 Prop City LAS VEGAS Zip Cd 89183
 TN-RG-SF 22- 51.0- 33 Tax Dist ENTPKRS-AKTSN-FR-011 ReAssd 2017
 Tot Value \$184,169 Land Use 1100010001/SFR Update 03/16/16
 GEO Id N2 NE4 22-51.0-33 Census Tract 28.41 Status

ASSESSOR DESCRIPTION

File-Page PB 0074-0004 Subdivision 2003/ DOMINION
 Assr Lot 63 Block 6 Phase Bldg Unit
 Assr Apt Parcel Area 303 Tract Outlot
 Assr Desc DOMINION PHASE 1 PLAT BOOK 74 PAGE 4
 LOT 82 BLOCK 6

OWNER & DOC INFORMATION

Owner Name SPILSBURY KEVIN J 2000 TRUST ETAL DOC DATE 03/01/10 DOC NUMBER 2010030103484 DV MUL
 2nd Owner WOODS R GLEN TRS %K SPILSBURY 04/09/03 2003040901180
 Address (D) / %K SPILSBURY
 City 224 BETHWICK State Zip Code 89183- 4561
 Prev Owner CRESTLINE COMPANY L P

Own Phone

Tenant Phone

LAND & BUILDING INFORMATION

Land Value \$33250 Irregular Adq Parking Nuisance
 Front/Dpht Undrg Util Rec Area
 Acres 8.63 Str Paved Sidewalks Str Lights
 Lot SqFt 17443 View Metro Map B4- FS Curb Gdr
 Topography Act Yr Bld 2008
 Schools Eff Yr Bld 2004
 Shopping Cost Class AVE Landscaping
 Impr Value \$150,910 Carpet 60 % Tot Rooms 10
 Type Style 2 STORY Ceramic TI 20 % Bedrooms 5
 Architect Vinyl Tile Bathrooms 3.50
 Ext Wall FRM STUCCO Units Hardwood Family Rm 2
 Roof Matl CONC TILE Home Auto Centrl Vnc N Formal Din
 Flooring CONC Security R Bl Refrig N Fireplaces 2
 Heat System FORCE AIR Intercom N Bl Micro Y Garag Disp
 Air Cond CENT COOL Range Fan Trash Chst N Dishwasher N
 Centrl Air Range Oven

PROPERTY SUB-AREAS - SQ-FT

Living Area 4013 First Flr 2473 Porch 1 Garage 872
 Building 1 4013 Second Flr 2340 Porch 2 Carport
 Total Bldg 3685 Abo Second Porch 3 Storage
 Apprx Addl Liv Area 4013
 Pool (Y) Basement F Paving 1 1/2100 Deck 2150
 Fence Basement U Paving 2

EXTRA FEATURE INFORMATION

Pool Heatr Y Tennis Cts / CONC Pch/Patc Sprinklr AVG
 Jacuzi/Spcl Y Trs Lights Pch Cover Sprinklr
 Deck Trs Fence Pch Deck Other
 Fence Gth

SALES & LOAN INFORMATION

MLS Sale PRICE DATE TYPE PCT OWN DT
 County 1 \$362,000 06/01/02 R/RECORDED VALUE
 County 2 \$472,000 04/09/03 R/RECORDED VALUE
 County 3 \$362,000 06/19/02 R/RECORDED VALUE
 LOAN AMOUNT LENDER TYPE INT Q TITLE
 TOTAL TAX TOTAL ASSE INPRV LAND PERS PROP YEAR EXEMPTION
 Curr \$344.84 \$184,169 \$150,910 \$33,250 2016
 Prev \$3734.25 \$177,308 \$144,450 \$32,850 2015 \$0
 T Rate 2.9328 Tot SA Incl PF Codes
 Delinq Transfer/R Deeded/R

INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED

04/01/16

10:13 AM

CLARK COUNTY PROPERTY

Parcel #	177-33-511-021	Address	10659 CHILLINGHAM DR	Zip Cd	89183-4623
TN-RG-SE	22-61.0-33	PropCity	LAS VEGAS	ReAssd	2017
Tot Value	\$164,188	Tax Dist	ENTRPRE-AKTSN-PB-011	Update	03/16/16
GEO Id	N2 NE4 22-61.0-33	Land Use	1100010001/SFR	Status	
		Census Tract	28.41		

ASSESSOR DESCRIPTION

File-Page	PB 0074-0074	Subdivision	2003/ DOMINION
Assr Lot	115	Block	8
Assr Apt		Parcel	
Assr Desc	DOMINION PHASE 2 PLAT BOOK 74 PAGE 74		
	LOT 115 BLOCK 8		

OWNER & DOC INFORMATION

Owner Name	ISAACS W BRADFORD	ETAL	DOC DATE	DOC NUMBER	DV	MUL
2nd Owner			09/08/05	2005090803314		
Address (S)	10659/ CHILLINGHAM/ DR					
City	LAS VEGAS	State	NV	Zip Code	89183-4623	
Prev Owner	DEEP HONG QUAN					
Own Phone	Tenant Phone					

LAND & BUILDING INFORMATION

Land Value	\$33158	Irregular	Ado Parking	Nuisance
FrontsDpth		Underlth	Rec Area	
Acres	0.51	Str Paved	Sidewalks	Str Lights
Lot Sqft	22216	View	Metro Map	Curb Gutter
Topography		Act Yr Bld	1999	
Schools		Eff Yr Bld	1999	Landscaping
Shopping		Cost Class	AVG	Area
Empr Value	\$188,828		Carpet	30 %
Type Style	2 STORY		Ceramic TI	20 %
Architect			Vinyl Tile	
Ext Wall	FRM STUCCO	Units	Hardwood	
Roof Matd	CONC TILE	Home Auto	Condit Vac	N
Flooring	CONC	Security	N Rkng	N
Heat System	FORCE AIR	Intercom	N Micro	Y
Air Cond	CENT COOL	Range Fan	Trash Cnpt	N
Cntrlr Afr		Range Oven		

PROPERTY SUB-AREAS SQ FT

Living/Arse	4397	First Flr	2362	Porch 1	Garage	895
Building 1	4197	Second Flr	1834	Porch 2	Carport	
Total Bldg	8592	Adv Second		Porch 3	Storage	
Appex Addl Liv Area		Appex Total Liv Area	4197			
Pool (Y)	N/A	Basement F		Paving 1	Deck	880
Fence		Basement U		Paving 2		

EXTRA FEATURE INFORMATION

Pool Heatr	Y	Tennis Cts	Proch/Patio	Sprinklr	LARGE
Jacuzi/Spa	Y	Tns Lights	Proch Cover	Sprinklr	
Deck		Tns Fence	Proch Deck	Other	
Fence		OTs			

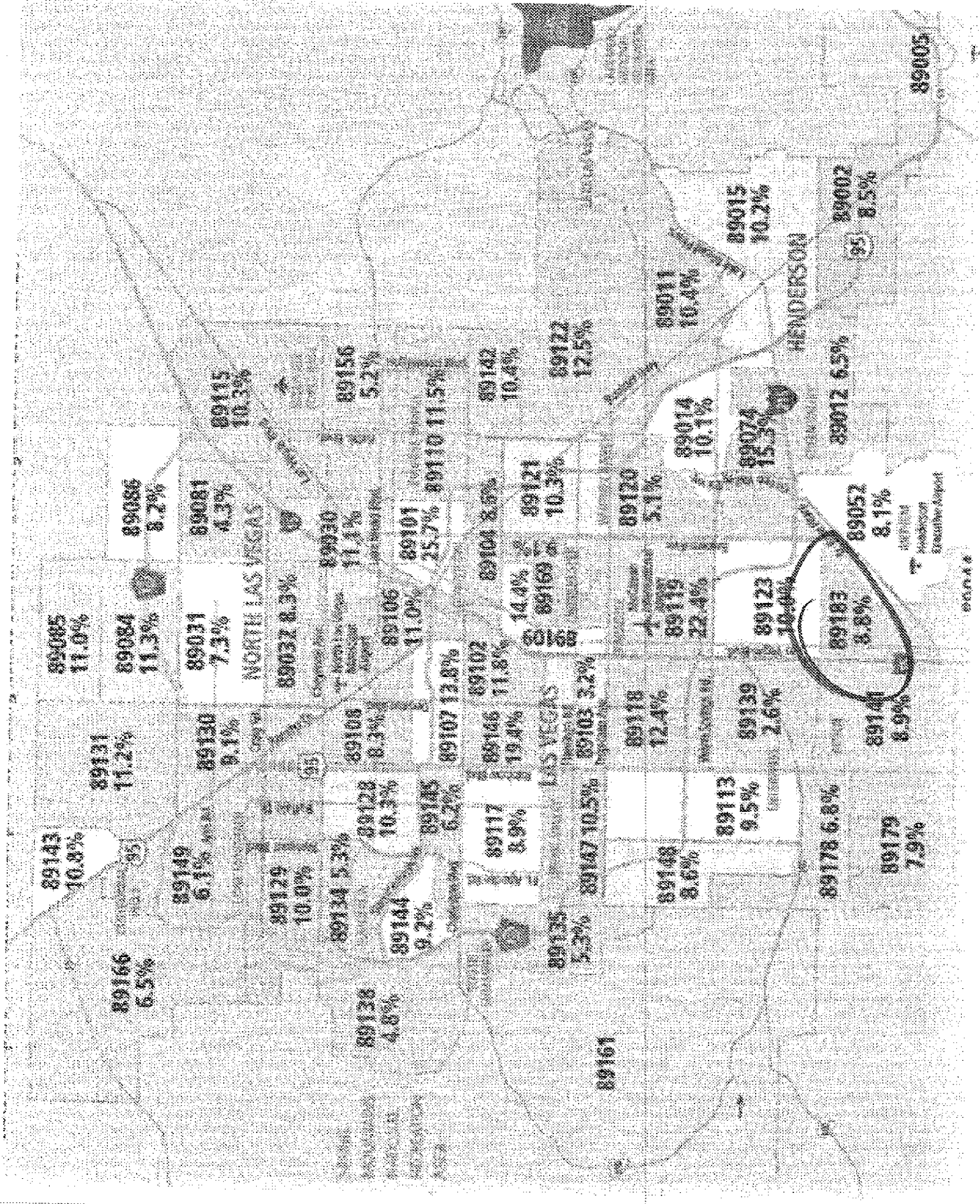
SALES & LOAN INFORMATION

MLS Sale	PRICE	DATE	TYPE	PCT OWN	DT
County 1	\$484,847	08/01/01	R/RECORDED VALUE		
County 2	\$294,580	01/01/99	R/RECORDED VALUE		
County 3					
	LOAN AMOUNT	LENDER	TYPE	INT	TITLE
TOTAL TAX	TOTAL ASSO	INSTRY	LAND	PERS PROP	YEAR
Cur	\$4322.64	\$164,188	\$136,936	\$33,250	2016
Prev	\$4198.68	\$158,156	\$124,986	\$33,250	2015
T Rate	2.9328	Tot SA Bal			\$ 0
Selling		Transfer/R			
				PP Codes	
				Deeded/R	

INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED

04/01/16

10:10 AM



1 **CERT**

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

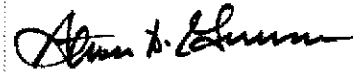
7 North Las Vegas, Nevada 89032

8 (702) 333-1449

9 Email Address: simmslawfirm@aol.com

10 Attorney for Plaintiff

Electronically Filed
01/18/2017 09:53:12 AM



CLERK OF THE COURT

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 CAPUCINE YOLANDA HOLMES,

14 Plaintiff,

15 vs.

16 WILBERT ROY HOLMES,

17 Defendant

CASE NO.: D-15-523582-D

DEPT NO.: J

CERTIFICATE OF SERVICE

18 The AMENDED PRETRIAL MEMORANDUM was mailed on January 17, 2017
19 pursuant to NRCP 5(b) by emailing a copy addressed to:

20 wholmes@aol.com

21 WILBERT ROY HOLMES

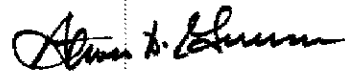
22 10550 Patrington Ct.

23 Las Vegas, Nevada 89183

24 DATED this 17th day of January, 2017


MARSHA KIMBLE-SIMMS, ESQ.

25
26
27
28
CERTIFICATE OF SERVICE - 1



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 Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

CAPUCINE YOLANDA HOLMES,

Plaintiff,

vs.

WILBERT ROY HOLMES,

Defendant.

CASE NO.: D-15-623582-D

DEPT NO.: J

SUBPOENA - DOMESTIC

DUCES TECUM (for documents)

THE STATE OF NEVADA SENDS GREETINGS TO:

CHICAGO TITLE COMPANY
9075 W. Diablo, Suite 101
Las Vegas, Nevada 89148

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.

☒ Documents / Things. You are required to produce and permit inspection and copying
of designated books, documents or tangible things in your possession, custody or control,
or to permit inspection of premises. A list of items to be produced is on page 3 of this

SUBPOENA DUCES TECUM (FOR DOCUMENTS) - 1

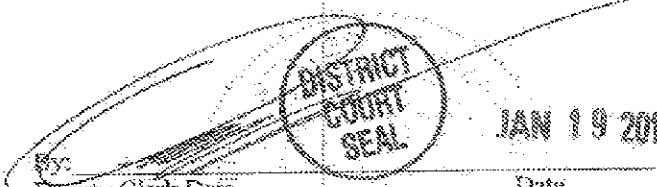
1 Subpoena. *Unless the "testimony" box is checked, you may mail copies of requested*
2 *documents on or before the date listed below in lieu of personal appearance. Mail copies*
3 *of documents to: Judge Rena G. Hughes, Department J, 601 N. Pecos, Las Vegas, Nevada*
4 *89101. Main Line (702) 455-1882, Law Clerk (702) 455-1884. Documents should be*
5 *provided by February 2, 2017.*

7 **WITNESS FEES:** For attending court in obedience to a subpoena, you are entitled to
8 witness fees and mileage traveled, as provided by NRS 50.225. This Subpoena must be
9 accompanied by the fees for one day's attendance and mileage, unless issued on behalf of the State
10 or a State agency.

12 **CONTEMPT:** If you fail to attend, you may be deemed guilty of contempt of Court and
13 liable to pay all losses and damages caused by your failure to appear and in addition forfeit One
14 Hundred (\$100.00) Dollars.

15 Please see Exhibit "A" attached for information regarding the rights of the person subject to this
16 Subpoena.

18 STEVEN D. GRIERSON, CLERK OF COURT

19
20
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29
By:   JAN 19 2017
Deputy Clerk Date Date
VALENTINA ORTEGA

Dated: January 19, 2017

Submitted by: 
Marsha Kimble-Simms, Esq.

ITEMS TO BE PRODUCED

Any records for the address of 10550 Patrington Ct. Las Vegas, Nevada 89183, for the year 1999 under the name of Wilbert Roy Holmes, Wilbert R. Holmes Trust. The Court needs the original or first mortgage or loan documents on this property.

AFFIDAVIT OF SERVICE

_____, says: ITEMS TO BE PRODUCED AFFIDAVIT OF SERVICE (Name of process server) _____, says: That at all times herein I was and am over 18 years of age and not a party to nor interested in the proceeding in which this affidavit is made. I received the Subpoena on the (date you received the subpoena) _____ day of _____, 20____, and served the same on the (date you served the subpoena) _____ day of _____, 20____, by delivering a copy to (name of person served) _____ in person at (address where person was served) _____.

☐ I am a licensed process server or an employee of a licensed process server; my license or registration number is (insert license or registration number) _____.

☐ I am not required to be licensed under Chapter 648 of the Nevada Revised Statutes or another provision of law because I am not engaged in the business of serving legal process 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.

DATED this _____ day of _____, 20____

Server's Signature: _____
Server's Printed Name: _____
Residential / Business Address: _____
City, State, Zip: _____
Server's Phone Number: _____
Server's License/Registration number: _____

EXHIBIT "A" - NEVADA RULES OF CIVIL PROCEDURE RULE 45

(c) Protection of Persons Subject to Subpoena.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

- (i) fails to allow reasonable time for compliance;
- (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or
- (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.

Allen D. Blum

CLERK OF THE COURT

AOS
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
(702) 333-1449
Email Address: simmslawfirm@aol.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

CAPUCINE YOLANDA HOLMES,

Plaintiff,

vs.

WILBERT ROY HOLMES,

Defendant.

CASE NO.: D-15-523582-D

DEPT NO.: J

David W. Gars, declare:

1. I am not a party to or interested in this action and I am over 18 years of age.
2. I was asked to serve legal documents by Capucine Y. Holmes. I do not know the person.

3. What documents you served, I served a copy of a Subpoena.

4. Who you served, I served List Engleman.

5. When you served, I personally served the documents on 1/24/2017.

At the hour of 9:34 am/pm

6. Where you served. I personally delivered and left the documents with the Party to the case. I served the documents on the party: D.A.

Name of Person Served: Lisa Engleman, VP Escrow Admin

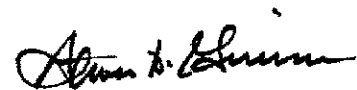
Address Where Served: 9075 W. Diablo Drive, Suite 100

City, State, Zip Code Las Vegas, NV 89148

7. I am not required to be a licensed under Chapter 643 of the Nevada Revised Statutes or another provision of law because I am not engaged in the business of serving legal process within the State of Nevada.

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

DATED: 1/24/17 2017.
Server's signature: [Signature]
Printed Name Douglas W. Croft
Business Address: 1560 W. Brooks Ave, Suite 110
City, State, Zip Code: Las Vegas, NV 89032



CLERK OF THE COURT

MISC
Name: WILBERT R HOLMES
Address: 10550 PATRINGTON CT.
LAS VEGAS NV 89183
Telephone: 702 281 5752
Email Address: WHOLMES711@AOL.COM
In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

CAPUCINE Y HOLMES

Plaintiff

CASE NO.: D 15523582 D

vs.

DEPT: J

WILBERT R HOLMES

Defendant

DIVORCE STATUS AND FINALIZATION REQUEST

Title of Document

Respectfully submitted by:

(Your signature)

WILBERT R HOLMES

(Your name)

☐ Plaintiff / ☒ Defendant In Proper Person

FEBRUARY 1, 2017

DEAR COURT

THIS REFERS TO CASE DIVORCE CASE NUMBER D 15523582 D

I WILBERT R. HOLMES WOULD LIKE TO KNOW THE STATUS OF THE DIVORCE
MATTER AND WHEN IT WILL BE FINAL, A DECREE ISSUED.

IT HAS BEEN TWO WEEKS SINCE I WAS INFORMED THAT THERE WILL
BE NO MORE HEARINGS.

I AM SUFFERING MENTALLY AND PHYSICALLY BY NOT BEING DIVORCED.

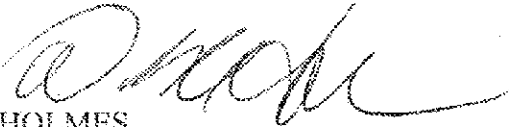
IS IT ANYTHING I HAVE TO DO ...TO HELP WITH THE FINALIZATION OF THE DIVORCE?

I WILL BE ADMITTED TO UCLA MEDICAL CENTER FOR BRAIN TUMOR SURGERY SOON.
THIS WAIT HAS BEEN MENTALLY AGONIZING, DETERING MY PHYSICAL CONDITION.

I BEG THE COURT TO PLEASE FINALIZE THIS DIVORCE CASE.

SINCERELY,

WILBERT R HOLMES

A handwritten signature in black ink, appearing to read 'W. Holmes', is written over the printed name 'WILBERT R HOLMES'.

MOT

Name: WILBERT R HOLMES

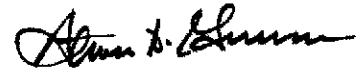
Address: 10550 PATRINGTON CT.

LAS VEGAS NV 89183

Telephone: 702 281 5752

Email Address: WHOLMES711@AOL.COM

In Proper Person


CLERK OF THE COURT

**DISTRICT COURT
CLARK COUNTY, NEVADA**

CAPUCINE Y HOLMES

Plaintiff,

vs.

WILBERT R HOLMES

Defendant.

CASE NO.: D-15-523582-D
D-155-523585 D

DEPT: J

DATE OF HEARING: 3/8/2017

TIME OF HEARING: 3:00 A.M.

Oral Argument Requested: ☐ Yes ☐ No

**MOTION AND NOTICE OF MOTION FOR AN ORDER TO ENFORCE AND/OR FOR
AN ORDER TO SHOW CAUSE REGARDING CONTEMPT**

TO: Name of Opposing Party and Party's Attorney, if any, MARSHA KIMBLE-SIMMS

PLEASE TAKE NOTICE that a hearing on this motion will be held on the date and time
above before the Eighth Judicial District Court - Family Division located at: (☒ check one)

- ☒ 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.
☐ The Child Support Center of Southern Nevada, 1900 E. Flamingo Rd #100, LV NV 89119.

NOTICE: 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 10 DAYS OF THE RECEIPT OF THIS MOTION.
FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF COURT WITHIN 10
DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUEST FOR
RELIEF BEING GRANTED BY THE COURT WITHOUT A HEARING PRIOR TO THE
SCHEDULED HEARING DATE.

Submitted By: 
(☒ check one) ☐ Plaintiff / ☒ Defendant In Proper Person

**PLEADING
CONTINUES
IN NEXT
VOLUME**

IN THE SUPREME COURT OF THE STATE OF NEVADA

WILBERT R. HOLMES,
Appellant(s),

vs.

CAPUCINE Y. HOLMES,
Respondent(s),

Electronically Filed
Jul 27 2017 01:24 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Case No: D-15-523582-D

Docket No: 73291

RECORD ON APPEAL VOLUME 3

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

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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
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3	02/01/2017	DIVORCE STATUS AND FINALIZATION REQUEST	718 - 719
4	02/16/2017	DOCUMENT OF PROPERTY SETTLEMENT STATEMENT PURCHASE SHEET	750 - 751
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3	12/22/2016	PRE-TRIAL MEMORANDUM	556 - 602
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MUNICIPAL COURT

COPY
ORIGINAL FILED

NORTH LAS VEGAS, NEVADA

JUL 28 2016

NORTH LAS VEGAS
MUNICIPAL COURT

CITY OF NORTH LAS VEGAS, NEVADA,

Plaintiff,

CASE NO. : *02-40721-6*

vs.

COMPLAINT
VIOL DOM VIOLENCE EPO
NRS 33.100
NLVCC 2.150

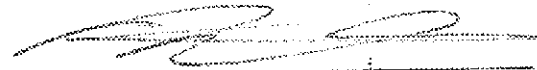
WILBER TROY HOLMES,

Defendant.

RAUL A ORTIZ III, Deputy City Attorney, on this July 27, 2016, in the City of North Las Vegas, County of Clark, State of Nevada, makes the following declarations subject to the penalty for perjury and says

that within his knowledge, information and belief, on 07/14/2016 or thereabout, and before the filing of this complaint and within the City of North Las Vegas, County of Clark, State of Nevada, at approximately 09:10 p.m., a misdemeanor was committed by such defendant who did willfully and unlawfully, violate the Extended Protective Order issued by District Court, Las Vegas, Nevada, Case No. T16171478T, by contacting CAPUCINE HOLMES by e-mail, which occurred at or near 1918 NIGHT SHADOW LANE, *??*

I NEVER DID THAT *??*
all of which is contrary to the form, force and effect of NRS 33.100 in such case made and provided against the North Las Vegas City Charter 2.150 and against the peace and dignity of the people of the City of North Las Vegas. Said complainant makes this declaration subject to the penalty according to law.



RAUL A ORTIZ III, Complainant
Deputy City Attorney

CA001453-16 JC
160715012153

NORTH LAS VEGAS MUNICIPAL COURT, 2332 LAS VEGAS BLVD N #100, N LAS VEGAS, NV 89030
HOURS: MON-THUR 7A-5P / PHONE: (702)633-1155 / WEB PAGE: WWW.CITYOFTHELASVEGAS.COM

release
CST
5441810

FAILURE TO COMPLY WITH THESE INSTRUCTIONS
WILL RESULT IN A WARRANT FOR YOUR ARREST

LA FALTA A CUMPLIR CON INSTRUCCIONES A
CONTINUACION RESULTAR A EN UNA ORDEN
JUDICIAL PARA SU ARRESTO

CASE NUMBER: CR004072-15
HOLMES, WILBER TROY
DEFENDANT: HOLMES, WILBER TROY
RECEIVED FROM: ALADDIN BAIL
OUTSTANDING AMOUNT: 0.00

CITY OF NORTH LAS VEGAS VS.

DATE: 08/30/2016

Next Court Date: 10/03/2016
Next Payment Date: 2800

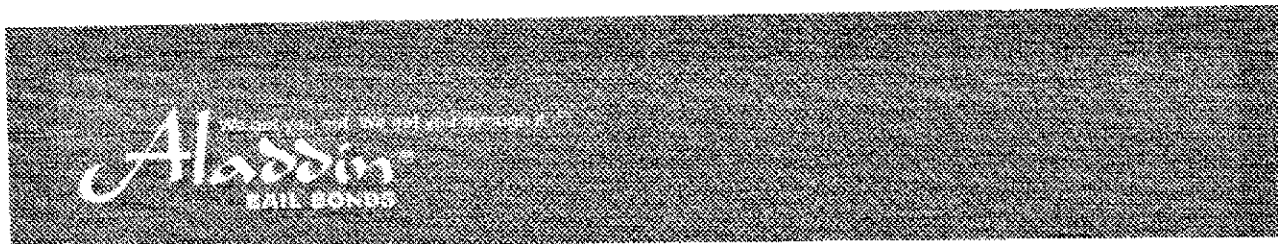
BOND FEE

50.00

COMPANY CHECK Ref 8868236 boa 50.00

SIGNATURE _____

RECEIPT:2087779 TOTAL RECEIVED: 50.00 CHANGE: 0.00 NET AMOUNT: 50.00 CLERK:TELLEZE



ver OP 2.01

Print This Page

Thank You!

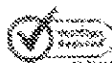
We have received your payment. The confirmation number for your payment is **102389456**. Please keep this page for your records.

Reference Bond #: **SV5-4765796**
Account ID: **51001-10033**
Date: **8/31/2016**
Credit Card: **3455**
Amount: **\$221.00**

Pending confirmation, clearance and application of your payment, the new account balance will be reflected in your online statement within 24 hours, subject to the addition of new charges.

Sincerely,

Aladdin Customer Care,
Contact us 7 days a week, 24 hours a day!
Customer Care Toll Free: **1-800-774-7452**

[Continue](#)

VeriSign Secure Site
Valid The Aladdin Security Statement

Insurance License # 1R63442

EXHIBIT B

10 PAGES

EXHIBIT

EXHIBIT B

19981130
02776

State of Nevada
Declaration of Value

1. Assessor Parcel Number(s)

4072-22-518-011

25

45

46

2. Type of Property:

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

DATE RECEIVED BY THE CLERK	
Documentation Received By _____	
Type of Documentation _____	
Assessor's Tag _____	
Recording Deputy _____	

3. Total Value: Sales Price of Property: \$0

Subtract Assessed Value and/or Exemptions: \$0

(Recording information on assessed amounts, basic assessment of _____)

4. Taxable Value (per NRS 775.010, Section 3): \$0

Real Property Transfer Tax Due: \$0

II. Exemption Claim:

a. Transfer Tax Exemption, per NRS 775.090, Section 6, NRS 775, Section _____

b. Explain Reason for Exemption: TRANSFER FROM SPOUSE TO SPOUSE FOR NO CONSIDERATION.

5. Penalties (Percentages Being Imposed): _____%

The undersigned Seller (Seller's) Buyer (Buyer's) do hereby declare and acknowledge under penalty of perjury, pursuant to NRS 775.090 and NRS 775.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1 1/2% per month. Pursuant to NRS 775.070, the Seller and Buyer shall be jointly and severally liable for any additional amount owed.

SELLER INFORMATION

Seller Signature: _____
Print Name: William S. Holmes
Address: 10310 Patterson Court
City: Las Vegas
State: Nevada Zip: 89121
Optional Telephone: _____
Capacity: Wife

BUYER INFORMATION

Buyer Signature: _____
Print Name: Hilbert K. Holmes
Address: 10310 Patterson Court
City: Las Vegas
State: Nevada Zip: 89121
Optional Telephone: _____
Capacity: Husband

COMPANY REQUESTING RECORDING

Company Name: United Title of Nevada Escrow/Commission: 0.00
(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED FOR 999.000)

2176

(Handwritten mark)

89
WHEN RECEIVED MAIL TO:
Wilbert R. Holmes
10500 Farrington Court
Las Vegas, Nevada 89133

36
APR 17 1999
APR 17 1999
EXEMPT 4

GRANT, BARGAIN, SALE DEED

THIS INSTRUMENT WITNESSETH That
CAPUCINE HOLMES, Wife of the Grantor

in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby
acknowledged, do hereby Grant, Bargain, Sell and Convey to

WILBERT R. HOLMES, a married man as his sole and separate property
all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

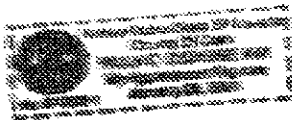
See Exhibit A attached hereto and made a part hereof.

- Subject to: 1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements
now of record, if any.

Together with all and singular the covenants, limitations and appurtenances thereto belonging or in
anywise appertaining.

IT IS THE FURTHER INTENT OF THE GRANTOR, BEING THE SPOUSE OF THE GRANTEE, TO
CONVEY ALL RIGHT, TITLE AND INTEREST OF THE GRANTOR, COMMUNITY OR
JOINTLY, IN AND TO THE HEREIN DESCRIBED PROPERTY TO THE GRANTEE AS
SOLE SEPARATE PROPERTY.

Witness my own hand(s) this 27th day of November 1999.



Capucine Holmes
CAPUCINE HOLMES

STATE OF NEVADA :
COUNTY OF CLARK :

Instrument No. 97109975-046-PCT

On this November 22, 1999
appeared before me, a Notary Public,

Capucine Holmes
personally known or known to me to be the
person(s) whose name(s) were subscribed to the
above instrument, who acknowledged that
he/she/they executed the instrument for the
purpose thereon contained.

Paula C. Cushman
Notary Public

19931120
02176

XXXXX

Parcel I:

Lot Seventy Nine (79) in Block One (1) as shown on the final map of DOBBSBORN PHASE ONE, as shown by map thereof on file in Book 74 of Plats, Page 4, in the Office of the County Recorder, Clark County, Nevada.

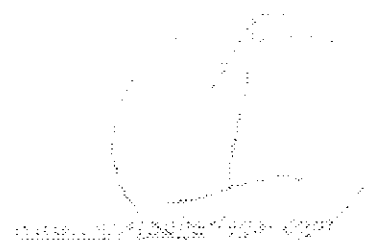
Reserving therefrom a non-exclusive easement for ingress and egress over that portion of said land lying within the "Private Drive."

Parcel II

A non-exclusive easement for ingress and egress over that portion shown as "Private Drive" on the map referred to in Parcel I.

CLARK COUNTY, NEVADA
COUNTY CLERK'S OFFICE
RECORDED AT REQUEST OF:
UNITED TITLE OF NEVADA
11-30-1993 10:44 AM
BOOK 741120 PAGE 2176
FEE: \$ 3.00 STATE \$20.00

Description: Clark, NV Document-Year, Date, DocID 1999-1130-2176 Page: 3 of 3
Order: 3 Comment:



August 24, 2012

Robert and Catherine Holmes
19550 Parrington Ct
Las Vegas, NV 89123

Re: reverse mortgage on owned property located at 19550 Parrington Ct, Las Vegas, NV 89123 (Subject Property)

Dear Mr. and Mrs. Holmes,

You have retained me for the stated purpose of discussing the ramifications if Mr. Holmes obtains a reverse mortgage on the Subject Property. You informed me of the following:

- Mr. Holmes purchased the Subject Property as his sole and separate property, even though you were married at the time of acquisition.
- Mr. Holmes is still the sole owner of the Subject Property.
- There is an existing mortgage or deed of trust that encumbers the Subject Property, and
- Mr. Holmes now wishes to obtain a reverse mortgage on the Subject Property, and use the proceeds to pay initial the existing mortgage or deed of trust.

When we met, I explained to both of you that the reverse mortgage must be fully satisfied, or the lender may foreclose and evict any and all residents that may occupy the Subject Property, even Mrs. Holmes as the non-borrowing spouse in any of the following events:

1. the death of Mr. Holmes, the sole borrower under the reverse mortgage;
2. Mr. Holmes fails or ceases to occupy the Subject Property as his principal residence;
3. all property taxes, assessments, HOA/Condo dues or any other periodic charges on the Subject Property are not paid;
4. the Subject Property is not maintained (unless are collectively referred to as the "Events of Default").

JASON C. ELLIOTT, Esq. Suite 205 • Las Vegas, Nevada 89123
Telephone: 702.717.2712 • Facsimile: 702.458.5412

I have explained to both of you, and you indicated that you each understood the following:

- Mrs. Holmes will not be allowed at any time to be a borrower on the proposed reverse mortgage, even if she were somehow later placed on title to a legal claim of the Subject Property.
- Mrs. Holmes will be required to waive any ownership interest, including homestead and community property rights in the Subject Property.
- Mrs. Holmes will be required to waive any right to remain in or occupy the Subject Property upon the occurrence of any of the specified events, as well as the right to contest a foreclosure arising from an unpaid loan secured by the Subject Property.
- There is no guarantee or representation made or relied on that the reverse mortgage may be refinanced at a later date.

I have explained to both of you, and you indicated that you each understood the following:

Enclosed:

Consigner Legal Group, Inc.

By: [Signature]
Debra J. Consigner, Esq.

By signing below, each of you acknowledge, understand and consent to the terms and consequences set forth in this letter, and consent to Mr. Holmes obtaining the reverse mortgage that will encumber the Subject Property, under the terms and conditions contained herein.

Date: August 15, 2013

[Signature]
William Holmes

Date: August 15, 2013

[Signature]
Carol Ann Holmes

cc: Proflex Mortgage

PHD Case No. 332-5503753-752
Loan #: 7135534107

**PLANNED UNIT DEVELOPMENT SEEN
(Home Equity Conversion Mortgage)**

THE PLANNED UNIT DEVELOPMENT SEEN is made this 2nd day of October, 2003, and is a corporation that has been duly formed and organized in accordance with the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Reverse Mortgage ("Note") to Secretary of Housing and Urban Development ("Lender") of the same date and contains the property described in the Security Instrument and located at:

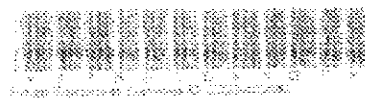
10515 Farmington St., Las Vegas, NV 89133-4502
(Property Address)

The property is a part of a planned unit development ("PUD") known as:

SEEN
(Name of Planned Unit Development)

PHD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender hereby covenant and agree as follows:

- a. To join in the Owners Association for excellent entry building (to be common areas and facilities), being as those for the convenience, maintenance, with a general common insurance policy, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and said policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards similar to the minimum amounts including fire and other hazards included within the term "extended coverage," and also in form, to the extent required by the Secretary from (i) Lender where the amount in Paragraph 2 of this Security Instrument for the payment of the premium for named extensions of the property; and (ii) Borrower's obligation under Paragraph 2 of this Security Instrument to maintain hazard insurance coverage on the property is deemed satisfied to the extent that the minimum coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any loss in respect of such insurance coverage and of any loss occurring from a request by the event of a distribution of hazard insurance proceeds in case of restoration or repair following a loss to the property or to complete areas and facilities of the PUD, any amounts payable to Borrower are



PHD Case No. 332-5503753-752



Page 2

BY SIGNING BELOW, Borrower agrees and agrees to the terms and covenants contained in this instrument, in full and in whole, and agrees to be bound by the terms and covenants contained herein.

Wilbert R. Holmes (Sign)
Borrower - Wilbert R. Holmes

Wilbert R. Holmes (Sign)
Wilbert R. Holmes AS TRUSTEE

Capricia Holmes (Sign)
Capricia Holmes, signing in the presence of
this Security instrument solely for the purpose of
conveying to the beneficiaries of, and wishing
my husband / estate community property rights
in the described Property and in not assuming
any personal liability to payment of the debt
secured hereby

_____ (Sign) _____

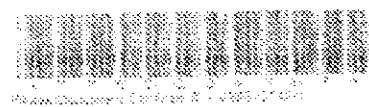
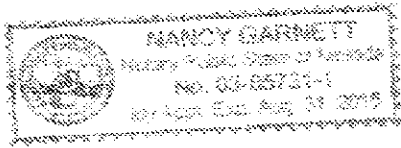
State of Nevada
County of Clark

This instrument was acknowledged before me on 2 Oct 2013 by Wilbert R. Holmes and
Capricia Holmes and Wilbert R. Holmes as trustee

Nancy Garnett
Notary Public, State of Nevada
Nancy Public
Notary Public

My Commission expires 8/21/15

1057



Document Tracking Code: 05-05721-1

Doc # 10



Document Tracking Code: 05-05721-1

[Handwritten signature]

ready accepted and shall be paid to Lender for application to the sums secured by this Security Instrument and any other sums due to Lender by Borrower.

- 2) Borrower remains in pay of these two documents except pursuant to the legal instrument creating and governing the P.M.I.
- 3) If Borrower does not pay P.M.I. dues and assessments when due, then Lender may pay them. Any amount borrowed by Lender under this paragraph 3 shall become additional debt of Borrower secured by the Security Instrument. Lender and Borrower agree to other terms of payment, which shall be set forth hereafter in the full of disbursement at the P.M.I. due.

3) Borrower hereby accepts and agrees to the terms and provisions contained in this P.M.I. Instrument.

[Signature]
Borrower: Robert R. Manning

[Signature]
Lender: Robert R. Manning AS TRUSTEE

[Signature]
Borrower hereby agrees to the execution of this Security Instrument for the purpose of entering in the encumbrance of and serving any notices and exercising lender's rights in the described Property and to not releasing any personal liability for payment of the debt secured by this.



OK

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said County of ... State of ... at ... this ... day of ... 19...

[Signature]
[Name]
[Address]

[Signature]
[Name]
[Address]

[Signature]
I hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of ... State of ...

Witness my hand and the seal of the said County of ... State of ... at ... this ... day of ... 19...

County of Clark

This instrument was acknowledged before me on 3 Nov 55 by William R. Holmes and
Constance Holmes and William R. Holmes as trustee

[Signature]
[Name]
[Address]

[Signature]
[Name]
[Address]

Witness my hand and the seal of the said County of ... State of ... at ... this ... day of ... 19...

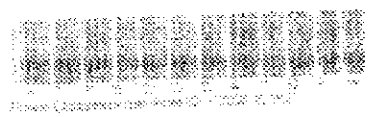
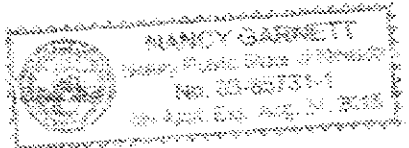


EXHIBIT C

13 PAGES

August 5, 2008

Mr. John A. Bardis
Chairman, President and CEO
MedAssets, Inc.
100 Northpoint Center East, Suite 200
Alpharetta, GA 30022

Dear Mr. Bardis:

It is with tremendous grief that I write you this letter to notify you of conduct unbecoming an officer of your corporation. The officer in question is Rand Ballard, your COO and Chief Customer Officer. My wife, BLANK (picture enclosed) allegedly works for Mr. Ballard. What I have discovered, however, is that she is not only being paid for employment-related services—but apparently for other services. I have discovered illicit cell phone communications between Rand Ballard and my wife. These text messages reflect an ongoing extramarital, adulterous relationship between Mr. Ballard and my wife, and are very graphic. They contain crude exchanges of words describing sex acts that they have performed together and are planning to perform again. Also, there are words of SHARED affection shared between them reflected in these text messages. Among other things, the evidence I have of this illicit relationship includes some of these text messages, which are also available through the cell phone carriers, as well as travel records (air and hotel) from travel supposedly required to perform Med Assets business, and check copies written to my wife by Rand Ballard himself.

Since making this personally devastating discovery six-plus months ago, I have attempted to reconcile, forget and ignore the matter, as my wife requests. To no avail, however. These months have been agony for me, as you might suspect—I cannot forget the lies and deceit my wife has displayed over the last four years as a result of her illicit relationship with Mr. Ballard. Lies relating to her employment that were actually a pretext for visiting, talking to, and engaging in an extramarital, illicit, physical and other relationships with Mr. Rand Ballard. Extensive travel supposedly related to sales and marketing presentations she had to do to meet her employment obligations for Med Assets over the last three to four years are now cast in another light. Such travel appears to have been merely a “front” for Mr. Rand to engage my wife in an adulterous relationship. Our marriage has been ruined.

My wife has even demanded of herself to have an ABORTION, apparently as a result of her sexual relationship with Rand Ballard.

It is my understanding that there are civil laws which attempt to rectify the harm resulting from such infidelity. Because this matter involves your company and a key officer, I would like to hear from you with regard to your company's response to this troubling matter. I suppose if I do not receive a response, I will have no choice but to consult my counsel with regard to what remedies are available.

This is not a threat against your company; it is merely notice and opportunity to address a matter over which I am deeply concerned. I would appreciate hearing from you at your earliest opportunity. My phone number is BLANK.

Sincerely,

BLANK

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

WILBERT R. HOLMES,

Plaintiff,

vs.

RAND A. BALLARD,

Defendant.

FILED IN OFFICE
3-2-2009
CIVIL ACTION
FILE NO.

2009CV168244

COMPLAINT

Plaintiff, WILBERT R. HOLMES, hereby submits this Complaint for damages against Defendant, RAND A. BALLARD, and in support thereof respectfully shows the following:

JURISDICTION AND VENUE

1.

Plaintiff Wilbert R. Holmes ("Mr. Holmes" or "Plaintiff") is an adult citizen of Clark County, Nevada, who resides in the City of Las Vegas. Plaintiff brings this action to recover damages for unlawful acts committed in Fulton County, Georgia and other jurisdictions, including Illinois, New Mexico and Utah.

2.

Defendant Rand A. Ballard ("Mr. Ballard" or "Defendant") is an adult citizen of Fulton County, Georgia, who resides in the City of Alpharetta. Defendant may be served

217 693 570

FOURTH DEFENSE

The allegations of the Complaint fail, in part or in whole, because of the doctrine of estoppel.

FIFTH DEFENSE

Responding to the individually numbered paragraphs of the Complaint, Mr. Ballard answers as follows:

1.

Mr. Ballard is without knowledge or information sufficient to form a belief as to truth of the allegations of the first sentence contained in Paragraph 1 of the Complaint. Mr. Ballard denies the remaining allegations contained in said paragraph.

2.

Mr. Ballard admits the allegations contained in Paragraph 2 of the Complaint.

3.

Mr. Ballard is without knowledge or information sufficient to form a belief as to truth of the allegations contained in Paragraph 3 of the Complaint.

4.

Mr. Ballard admits the allegations contained in Paragraph 4 of the Complaint.

with process at his place of employment, MedAssets, Inc., 100 North Point Center East, Suite 200, Alpharetta, Georgia 30022.

FACTS

3.

Plaintiff is the husband of Capucine Holmes ("Mrs. Holmes") and has been legally married to Mrs. Holmes continuously since July 3, 1999. Throughout their marriage, except for the times she traveled and shared lodging with Mr. Ballard, as detailed herein, Mrs. Holmes lived with Plaintiff in the couple's home in Las Vegas, Nevada.

4.

Mr. Ballard is married and resides with his wife in the couple's home in Alpharetta, Georgia.

5.

Prior to Defendant's interference, as described herein, Plaintiff and Mrs. Holmes shared mutual love and affection for each other.

6.

Beginning in approximately September 2004, Defendant engaged in a course of conduct intended to alienate the affections of Mrs. Holmes from Plaintiff. Specifically, Defendant: (a) communicated frequently with Mrs. Holmes via cell phone and text messages, some of which included graphic descriptions of sexual acts that Defendant wanted to engage in with her; (b) had sexual relations with Mrs. Holmes; (c) encouraged Mrs. Holmes to travel with him, dine at fine restaurants and stay at nice hotels, all of which were paid for by Defendant; (d) took Mrs. Holmes to business conferences and

introduced her to his colleagues; (g) provided Mrs. Holmes with financial support and bought her gifts; and (f) caused Mrs. Holmes to spend time away from Plaintiff.

7.

In or about September 2004, Mrs. Holmes met Mr. Ballard at a The Foundation Room, a nightclub located in the Mandalay Bay Hotel and Casino in Las Vegas, Nevada.

8.

Mrs. Holmes and Mr. Ballard exchanged cell phone numbers and began communicating with each other via cell phone calls and text messages.

9.

At all relevant times, Mr. Ballard knew that Mrs. Holmes was married to Plaintiff.

10.

Mr. Ballard told Mrs. Holmes that he was a high-level executive with MedAssets, Inc. ("MedAssets"), a publicly-held company headquartered in Alpharetta, Georgia, that provides technology products and services to the healthcare industry.

11.

Upon information and belief, Mr. Ballard suggested that Mrs. Holmes tell Plaintiff that she had accepted a "private contractor" position, wherein she was required to assist Mr. Ballard with marketing and preparing PowerPoint presentations for MedAssets, and to accompany Mr. Ballard frequently on overnight business trips. Mrs. Holmes did in fact tell Plaintiff that she was working with Mr. Ballard, and attempted to strengthen this representation by letting Mr. Holmes see that she was receiving envelopes from MedAssets, was receiving checks from Mr. Ballard, and was carrying a briefcase as

3

she left on trips with Mr. Ballard, purportedly containing materials she was working on for Mr. Ballard.

12.

In reality, the "private contractor" position was nothing more than a facade designed to facilitate Mr. Ballard's illicit sexual affair with Mrs. Holmes.

13.

In or about November 2004, Mrs. Holmes traveled to Atlanta, Georgia to see Mr. Ballard.

14.

Mr. Ballard reimbursed Mrs. Holmes for her travel expenses.

15.

Mrs. Holmes stayed in Atlanta for approximately two days and spent at least one evening with Mr. Ballard at a hotel located in the Perimeter Center area of Atlanta.

16.

During this trip, Mr. Ballard and Mrs. Holmes engaged in sexual intercourse.

17.

Mr. Ballard provided and paid for Mrs. Holmes' lodging, meals and other necessities during her trip.

18.

From approximately November 2004 to December 2007, Mrs. Holmes frequently accompanied Mr. Ballard on overnight "business trips."

19.

Among others, the locations of these trips include:

25.

Illinois, New Mexico and Utah all recognize common law claims for “alienation of affections” of one’s spouse.

26.

Mr. Holmes discovered the nature of Mr. Ballard’s relationship with Mrs. Holmes on or about January 1, 2008, when he viewed a text message from Mr. Ballard on Mrs. Holmes’ cell phone.

27.

Mrs. Holmes’ cell phone records show an extraordinary number of calls and text messages exchanged between Mr. Ballard and Mrs. Holmes. The text messages leave no question as to the nature of the relationship between Mr. Ballard and Mrs. Holmes. These messages describe, in graphic detail, the various sexual acts the two have engaged in together, and were planning to engage in again. They also contain expressions of affection shared between them.

28.

Most shockingly, in July 2007, Mrs. Holmes learned that she was pregnant and she decided to have an abortion.

29.

Upon information and belief, it was Mr. Ballard who impregnated Mrs. Holmes, leading her to have the abortion.

COUNT I

VIOLATION OF O.C.G.A. § 51-1-15

30.

Plaintiff realleges and here incorporates by reference the preceding paragraphs 1-29.

31.

By encouraging, promoting and allowing Mrs. Holmes to travel to the State of Georgia and share hotel rooms with him for the purposes of engaging in sexual relations, Defendant deprived Plaintiff of his exclusive right to the society, companionship, and conjugal affection of his wife.

32.

Defendant's provision of shelter, food, financial support and necessities to Mrs. Holmes facilitated and encouraged Mrs. Holmes to continue depriving Plaintiff of his exclusive right to her society, companionship and conjugal affection.

33.

Defendant's above-described acts were willful, malicious and intentional.

34.

Defendant engaged in the above-described acts without Plaintiff's consent and without good cause or legal justification.

35.

The above-described conduct by Defendant constituted unlawful harboring of Plaintiff's wife in violation of O.C.G.A. § 51-1-15.

36.

As a direct and proximate result of the aforesaid intentional acts by Defendant, Plaintiff suffered serious and severe emotional and physical injuries, including loss of consortium, mental agony and anguish, emotional distress, humiliation, embarrassment, stress, damage to his honor, destruction of his family life, feelings of betrayal and wounded sensibilities.

COUNT II

ALIENATION OF AFFECTIONS

37.

Plaintiff realleges and here incorporates by reference the preceding paragraphs 1-36.

38.

Defendant maliciously, willfully and intentionally took actions designed to seduce Mrs. Holmes and alienate her affections from Plaintiff.

39.

Defendant knew or was recklessly indifferent to the fact that his actions would irrevocably damage Plaintiff's marital relationship with Mrs. Holmes.

40.

As a direct and proximate result of Defendant's actions, Plaintiff suffered serious and severe emotional and physical injuries, including loss of consortium, mental agony and anguish, emotional distress, humiliation, embarrassment, stress, damage to his honor, destruction of his family life, feelings of betrayal and wounded sensibilities. Defendant's actions also directly and proximately caused Plaintiff to incur pecuniary losses, including

lost income from Mrs. Holmes during the time when she was allegedly "working" for Defendant, but could have been earning income through actual, gainful employment elsewhere, as well as the cost of Mrs. Holmes' abortion, which Plaintiff paid for

RELIEF SOUGHT

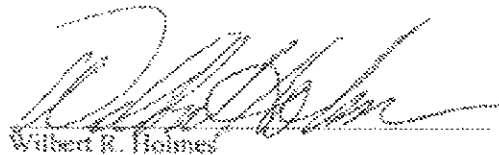
WHEREFORE, Plaintiff is entitled to and demands judgment against Defendant for:

- (a) compensatory damages in an amount to of \$250,000.00
- (b) punitive damages in an amount to be determined at trial;
- (c) pre- and post-judgment interest;
- (d) attorneys' fees, costs and expenses of litigation; and
- (e) such other and further relief as the Court or jury deems just and proper.

Plaintiff demands a trial by jury.

RESPECTFULLY SUBMITTED,

State of Nevada County of Clark
Subscribed and sworn to before me on 4/22/09
Robert A. Middleton
Notary Public


Wilbert R. Holmes

WILBERT R. HOLMES
10550 PATRINGTON CT.
LAS VEGAS, NV. 89183
(702) 2704312

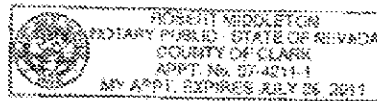


EXHIBIT D

9 PAGES

THE FOLLOWING VERIZON LISTING
IS FROM A WEDDING CRUISE MY
OLDEST DAUGHTER HAD. IN WHICH
MYSELF AND SPOUSE CAPUCINE —
ATTENDED WHILE SEPARATED WHEN
SHE LEFT ~~AND~~ ABANDONED THE MARRIAGE
AND HOME. I INVITED HER TO GO
ANYWAY! SHE DID GO AND "ACTED"
LIKE A "PERFECT MODEL WIFE"
IN FRONT OF OTHER FAMILY AND
GUEST. ALL THE WHILE ON THE
WEDDING CRUISE (7 DAYS) SHE WAS SECRETLY
"SEX TEXTING" AND TALKING WITH
HER COHABITATING MATE, ~~SHE~~ DAVID H. MILLER
LIVING WITH HIM ALL THE
WHILE WHEN SHE LEFT

AND ABANDONED THE MARITAL HOME.
WOW "WHAT NERVE" AND ^{IN} SENSITIVITY.
SHOWS THE KIND OF HOLLOW NON-
CONSCIENCE PERSON SHE IS. ^{MY}
DAUGHTERS WEDDING?!?!?

(SEE LOG ON NEXT PAGE)

THE 323 839 3558 NUMBER IS ALL
THE CALLS & "SEX TEXTS" BETWEEN THEM

Amended 16 AUG 97

CAPUCINE Y. HOLMES whom by extreme and outrageous conduct intentionally and recklessly caused severe emotional distress to me, Wilbert R. Holmes. And is subject to liability for that emotional distress and for any bodily and mental harm that results from it.

Capucine Y. Holmes did conspire with The Detroit Connection Inc. in the "outrageous act" of of insult, degradation and humiliation and physical harm when I attended an open to the public affair named The Detroit Connection Red Dress Affair, on 2/6/2016.

She planned an elaborated scheme with the Board of Directors of the Detroit Connection Inc. to have me restricted from admittance to said affair. As I and a friend did attend, I was immediately stopped upon entry and told I was not permitted in because of some contrived reasons by Capucine Holmes. She in a word told the committee and numerous others in attendance that I coming there do to bodily harm to her. Maybe because she is "my legal wife" in a Adulterous, Illegitimate, Cohabiting affair.

I did stay and I socialized with my numerous friends and acquaintances as I had intended to do. I also took a lot of pictures that reflected that. I never had any intent to harm anyone as Capucine Holmes circulated.

I had "no advance knowledge" that she was there with her Illegitimate, Adulterous, Infidel mate.

I have attended this event and have been on the committee in previous years and never incurred any "outrage" like this.

Near the end of my stay there, 2 hours or more, the Henderson Police arrived by request of Capucine Holmes and the Detroit Connection committee. They abused me physically and verbally as I was leaving. I am physically handicapped, I walk with a cane. The police did snatch my cane away causing me to fall and injure myself. Another legal matter I am pursuing that would not have been if it were not for the "outrageous scheme" implemented by Capucine Holmes and the Detroit Connection.

I was also physically attacked by one of the Detroit Connection committee members Tammie Cason. He hit me with a vicious, cowardly blind side punch that caused injury. While also destroying my Cell Phone.

I also will let it be know that I fear for my safety (life) as Capucine Holmes has and will perpetrate such outrageous acts to be with illegitimate mate Ernest H. Miller.

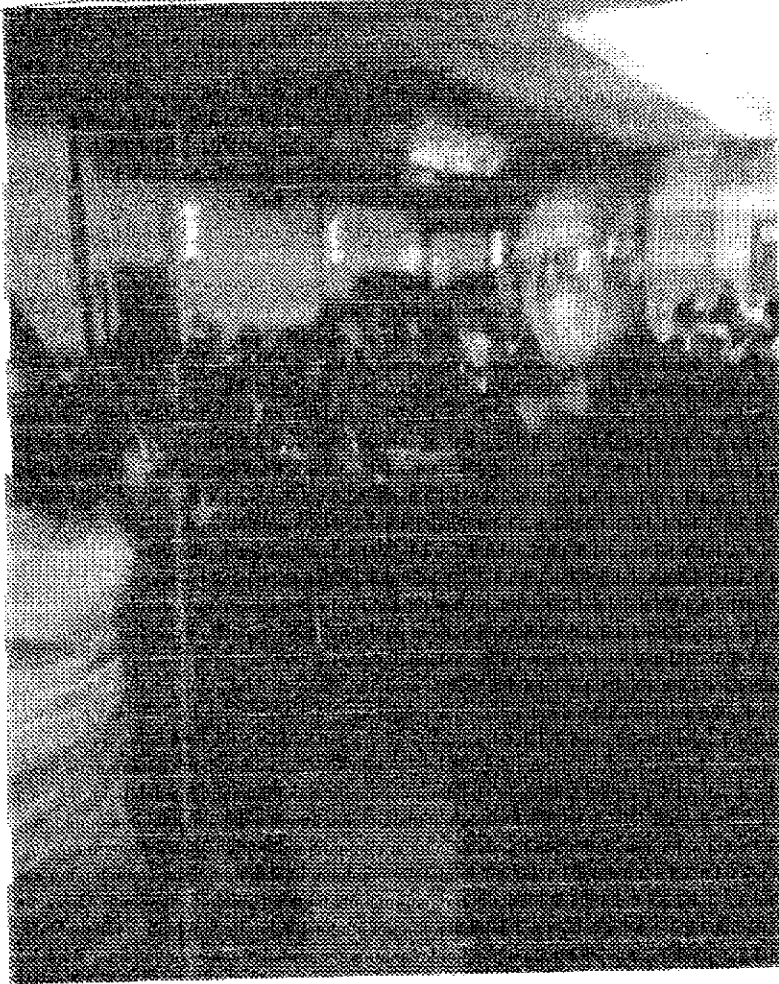
She has literally made threats to me over social media and email involving her adulterous affair. They have been cohabiting together for over a year or more. While she spreads constant threats, lies and degradation towards me.

From these outrageous actions and "many others" imposed upon me by Capucine Y. Holmes. (Please see the following exhibits A and B). I am claiming Intentional Infliction of Emotional Distress (IIED)

Wilbert R. Holmes
10550 Patrington ct.
Las Vegas Nv 89183

ERNEST MILLER
AND CAPICINE —
AT DETROIT CONNECTION RED DRESS
AFFAIR

HER & HIM CAUGHT AT ME



THERE ARE "MORE" PICTURES OF
THEM TOGETHER ON FACEBOOK AND
OTHER SOCIAL MEDIA ~ TO DATE!
SHE SHOULD NOT HAVE MY NAME 'HOLMES'
THAT'S ALL I CARE — NOW

PAGE 4 OF 4



TAKEN AT DETROIT CONNECTION
INC, "RED DRESS AFFAIR"
2/6/2016 → WHILE C. HOLMES
IS STILL MARRIED TO WIFE,

Page 3 of 4



CAROLINE Y. HOLMES / MY WIFE
RIDDING
ERNEST A. MILLER / AKA CONSPIRACY
MATE
AND WEAPON

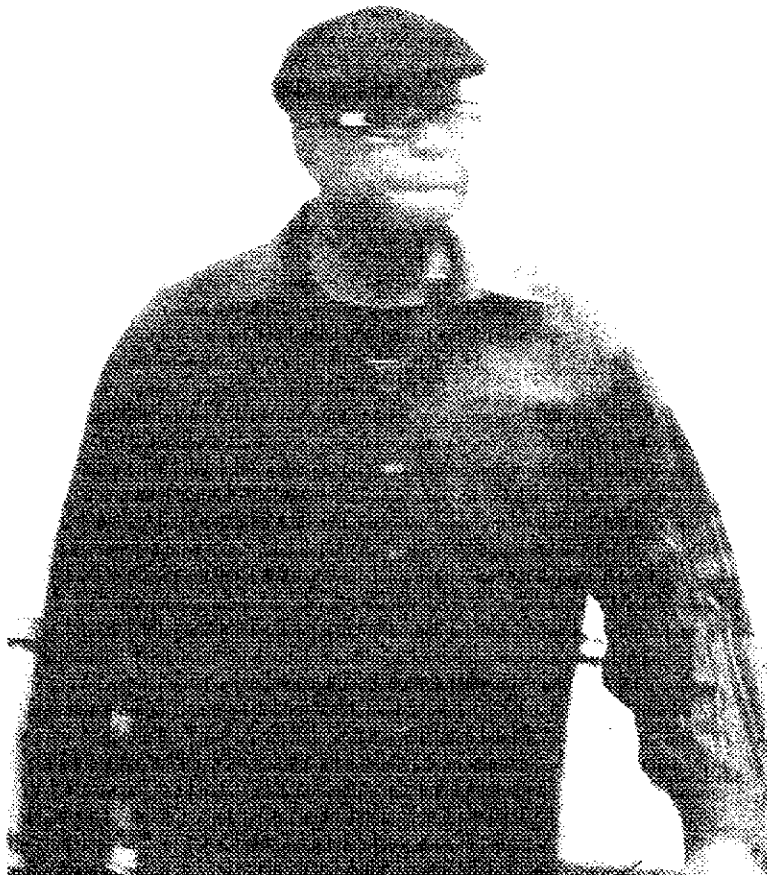
PAGE 2 of 4



KEREST A. MILLER
(ASSAULT IN PROGRESS)
(AT FAMILY COURT / 601 PCCS)

EVENT # 160602-2087

PAGE 104



ERNEST H. MILLER
(ASSAULT IN PROGRESS)
AT FINEY COURT / 601 P.M.

EXHIBIT E

8 PAGES

MUNICIPAL COURT
NORTH LAS VEGAS, NEVADA

COPY
ORIGINAL FILED

JUL 28 2016

NORTH LAS VEGAS
MUNICIPAL COURT

CITY OF NORTH LAS VEGAS, NEVADA,

Plaintiff,

CASE NO. : 16-472-16

vs.

COMPLAINT
VIOL DOM VIOLENCE EPO
NRS 33.100
NLVCC 2.150

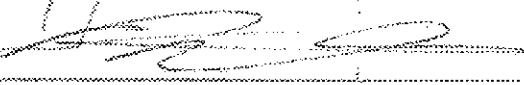
WILBER TROY HOLMES,

Defendant.

RAUL A ORTIZ III, Deputy City Attorney, on this July 27, 2016, in the City of North Las Vegas, County of Clark, State of Nevada, makes the following declarations subject to the penalty for perjury and says

that within his knowledge, information and belief, on 07/14/2016 or thereabout, and before the filing of this complaint and within the City of North Las Vegas, County of Clark, State of Nevada, at approximately 09:10 p.m., a misdemeanor was committed by such defendant who did willfully and unlawfully, violate the Extended Protective Order issued by District Court, Las Vegas, Nevada, Case No. 16-171478-T by contacting CAPUCINE HOLMES by e-mail, which occurred at or near 1918 NIGHT SHADOW LANE,

all of which is contrary to the form, force and effect of NRS 33.100 in such case made and provided against the North Las Vegas City Charter 2.150 and against the peace and dignity of the people of the City of North Las Vegas. Said complainant makes this declaration subject to the penalty according to law.

T-16/1478-T 

RAUL A ORTIZ III, Complainant
Deputy City Attorney

CA001453-16 JC
160715012153

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY,
NEVADA

Alana L. Lavin
CLERK OF THE COURT

CAPUCINE Y HOLMES
Applicant,

vs.

WILBERT R HOLMES
Adverse Party.

☒ Present
☐ Not present
☒ With counsel
☒ Present
☐ Not present
☐ With counsel

CASE NO.: T-16-171478-T
DEPT.: TPO/DEPARTMENT J

AMENDED PROTECTION ORDER AGAINST DOMESTIC VIOLENCE

Having considered the filings, testimony and evidence presented this day, and the Court having jurisdiction in this matter, and

_____ it appearing that service has not been effectuated on ☐ Applicant ☐ Adverse Party, ☐ Applicant ☐ Adverse Party was given instructions regarding service of process and the matter set for a Return Hearing.

_____ it appearing that service has not been effectuated on Adverse Party and more than 45 days having passed since application was made for the Temporary Protection Order, the Temporary Protection Order is hereby dissolved.

WLC the ☐ Applicant ☒ Adverse Party having been served with notice of the hearing on 09-06, 2016, the Court hereby finds and recommends as follows: OSC Hearing. APPL indicates in the Motion that there were emails, social media posts, and 3rd party contacts in June and July following the 06-02-2016 Hearing Extending the Order of Protection. Testimony clear that there were emails and threats to post on FB. ADV filed a civil action against APPL and other members of her social organization. The case dismissed. APPL said third parties contacted but no proof that it was intended to be relayed to the APPL even though APPL said that they were relayed. ADV in cross examination pointedly asked if the APPL had the emails and APPL produced some. APPL could not produce clear and convincing evidence of direct contacts or attempts to communicate w/ the APPL. Although content appears to be intended for the APPL. None of the information appears to be threatening in nature and there has not been any communication recently. ADV denies sending anything directly. ADV argues that APPL could not produce and did not produce any real proof of contact. ADV says he posts generally to other contacts. Court does not feel the need to impose any additional sanctions to induce the compliance as the ADV has apparently complied for the most part over the course of the last several months. Future violations will be dealt with harshly to insure the Extended Order. Court is simply extending the Order w/ additional admonishments regarding future conduct.

_____ That, pursuant to NRS 33.010, et seq., the Court is satisfied domestic violence has actually occurred or there exists a credible threat of domestic violence; therefore, the Court finds good cause to ISSUE the TEMPORARY PROTECTION ORDER immediately. The Adverse Party is hereby ordered to have no contact whatsoever with the Applicant and to stay away from the following locations frequented by the Applicant and/or minor child(ren):

1 That the TEMPORARY PROTECTION ORDER issued in this case is CONTINUED in effect
2 until the hearing date specified below, under the same terms and conditions as it was originally
issued, subject to any exceptions noted below.

3 That the parties are ordered to appear at a RETURN HEARING , 20 at
4 .m. at ☐ Family Court and Services Center, 601 North Pecos Road, Las Vegas, Nevada
89101, Department / ☐ Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada
5 89155, Department

6 WLC Wherefore, an EXTENDED PROTECTION ORDER is issued in this case until 12-31-2016.
7 The Adverse Party is ordered to continue to obey all of the orders, terms and conditions of the
Temporary Order issued in this case subject to any exceptions noted below.

8 Exceptions to the foregoing:

9 That the Protection Order issued in this case is hereby DISSOLVED.

10 That the request to extend the Order of Protection is DENIED.

11 WLC Additionally, Extended Order to exclude appearances related to the divorce proceedings. ADV
12 is advised that one email and one phone call to APPL's counsel per business day and business hours
and business related material only.

13 That the following additional provisions shall also apply if marked with an "X":

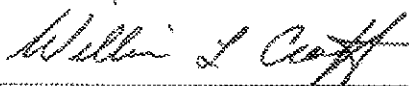
14 Custody and visitation shall remain as ordered in Case No. D- on , 20 , ☐
15 except as follows:

16 That pursuant to NRS chapter 125, the Court has jurisdiction to address custody of the parties'
17 minor child(ren); wherefore, Applicant is awarded temporary physical custody of the minor
child(ren). Adverse Party is awarded visitation as follows:

18 Such visitation shall be supervised by . Supervised visitation requires the identified
19 supervisor(s) to be present for the duration of the visitation, ☐ unless specified otherwise
herein

20 Adverse Party is ordered to pay to the Applicant \$ per month as and for the temporary
21 support of the minor child(ren) until a permanent order for child support is established or until the
22 expiration of the Extended Order. This amount is based upon the obligor's gross monthly income of
\$ and shall be payable \$, beginning

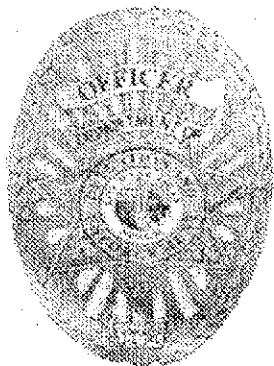
23 SO ORDERED on this the 5th day of October, 2016.

24 
25 DOMESTIC VIOLENCE HEARING MASTER

26 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the foregoing Findings and
27 Recommendations are approved and are hereby made Orders of the Court. These Orders are effective
28 immediately. Pursuant to EDCR 5.22(m), you have 10 days from your receipt of this Order to file an
Objection to this Decision.

1
2
3 DISTRICT COURT JUDGE
4

5 Judge's or Hearing Master's initials will appear next to all orders that apply; anything not initialed
6 has not been ordered and/or is inapplicable to your case.
7
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Inmate Receipt

Inmate: HOLMES, WILBER TROY

Inmate #: 5441810

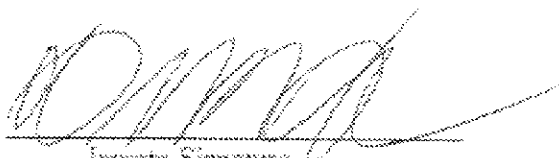
Date: 8/29/2016

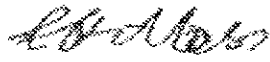
Receipt Number: 2016894241

Property Bin ID: 0158 BAG

Quantity	Item	Description	Color	Total Cash	Status
1	MISCELLANEOUS ITEMS	1 Brown Cane	BROWN		STORED
2	SANDALS		BROWN		STORED
1	CASH	Cash \$6.28	BROWN	\$6.28	STORED
1	BELT		BROWN		STORED
1	CAP		MULTICOLOURE		STORED
1	CELLULAR PHONE	Screen Broken, 2 phone chargers	BLACK		STORED
6	KEYS		MULTICOLOURE		STORED
2	RINGS	2 rings with clear stones, (1 missing 1 stone.)	YELLOW METAL		STORED
1	NECKLACE	1 necklace with 3 charms	YELLOW METAL		STORED
1	NECKLACE	with white charm	BROWN		STORED
1	WATCH		YELLOW METAL		STORED
1	MISCELLANEOUS ITEMS	papers, 5 misc cards,	MULTICOLOURE		STORED
1	DRIVERS LICENSE		MULTICOLOURE		STORED
4	CREDIT CARD (VISA)		MULTICOLOURE		STORED

I certify that this is a correct listing of all property at time of Booking or Release 8/29/2016 at 17:20.


Inmate Signature


Officer Signature

PLEASE READ THIS ORDER CAREFULLY

North Las Vegas Municipal Court
2332 Las Vegas Blvd. North #100
North Las Vegas, NV 89030
Telephone: (702) 633-1130 Fax: (702) 399-6296
TDD: (800) 326-6868
www.cityofnorthlasvegas.com

APPEARANCE ORDER

NAME

Wilkes Holmes

On this date this order issued, YOU/ATTORNEY were in Courtroom #1, Dept. 1.

You are **ORDERED TO RETURN** to THIS Court on 11.7.16 PROMPTLY at 8:00 9:30 11:00 1:30 3:00 A.M./P.M.
and at each court proceeding thereafter until the case is concluded. It is your personal responsibility to keep advised
of the dates of all your court proceedings and ATTEND THEM.

For:

ARRAIGN

PRE-TRIAL

TRIAL

STAT CHECK

PAYMENT

BE PREPARED TO PAY A FINE OF \$ _____

OTHER: _____

PLEASE BRING THIS CARD WITH YOU WHEN YOU RETURN!

Your failure to return to this court as hereby ordered will result in a Bench Warrant and may be deemed a contempt of court and
subject you to a maximum fine of \$500.00 and/or imprisonment for a maximum of 25 days.

Catherine Ramsey
Judge Department 1

[Signature]
Served By



NORTH LAS VEGAS MUNICIPAL COURT
Judge Catherine Ramsey -- Department 1
Judge Sean Hoeffgen -- Department 2
2332 North Las Vegas Blvd., Suite 100
North Las Vegas, Nevada 89030-6307
Telephone: (702) 633-1130 Fax: (702) 399-6296

APPOINTMENT TO REPRESENT

DEFENDANT:

NAME: HOLMES, WILBER TROY
ADDRESS: 10550 PATRINGTON CT
CITY/STATE: LAS VEGAS, NV 89183
PHONE: (702) 281-5752

IN-CUSTODY: NO

CASE NUMBER(S) / CHARGES:

CR004072-16 VIOL DOM VIOLENCE EPO

DEFENDANT MUST REIMBURSE THE COURT APPOINTED ATTORNEY EXPENSES TOTALING:

-\$0-

In accordance with Nevada Revised Statute (NRS) 171.189, 178.397 and 178.3975, the above mentioned defendant has been granted a court appointed attorney.

APPOINTED ATTORNEY:

NAME: TODD MOODY ESQ
ADDRESS: 10080 W ALTA DR. STE #200
CITY/STATE: LAS VEGAS, NV 89145
PHONE: (702) 385-2500
FAX: (702) 385-2066

PRE-TRIAL DATE/TIME: NOVEMBER 7, 2016 AT 11:00 A.M. IN COURTROOM 1

EXHIBIT F

Family Doctors

Holmes, Wilbert R.

69 Y old Male, DOB: 11/21/1946

10550 PATRINGTON CT, LAS VEGAS, NV 89183-4562

Home: 702-281-5732

Provider: Ramanathan, Ravi S

Telephone

Encounter

Answered by Kudarsky, Yashov David

Date: 12/16/2016

Time: 01:53 PM

Message

To whom it may concern,

Mr. Wilbert Holmes is a patient of ours, here at WDCV 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 2004, 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,


Yashov D. Kudarsky MD

Patient: Holmes, Wilbert R. DOB: 11/21/1946 Provider: Ramanathan, Ravi S 12/16/2016

Info generated by eClinicalWorks EHR/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

10350 PATRINGTON CT, LAS VEGAS, NV 89182-4562

Home: 702-281-5752

Provider: Ramanathan, Ravi S

Telephone
Encounter

Answered by Kotharsky, Yankov 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 FIDGV 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,

A handwritten signature in black ink, appearing to read "Yankov D. Kotharsky".

Yankov D. Kotharsky PA-C

Patient: Holmes, Wilbert R. DOB: 11/21/1946 Provider: Ramanathan, Ravi S 04/11/2016

Print generated by eClinicalWorks EMR/EMR Office (www.eClinicalWorks.com)





GREEN VALLEY PSYCHIATRIC ASSOCIATES
1090 WIGWAM PARKWAY, SUITE 100
HENDERSON, NEVADA 89074
(702) 454-0201

12/25/00
7/25

WELCOME TO OUR OFFICE

We welcome you to treatment in this office, and we are happy to have you as a patient. We do our best to provide you the best possible treatment as we are very concerned about the welfare of our patients. If you have any questions, please don't hesitate to ask as we feel it is important that you have a full understanding of your treatment.

RECORDS

While several providers share this office, only the provider(s) with whom you have contacted for services will be responsible for your care. Each provider you see in this office will keep an individual record of your care here. Only providers involved in your care will view these records. Information about you may be provided to your insurance company. Otherwise, records are kept in strict confidence, and will not be released to anyone without your consent. Please be aware that a request for release of records may take a week or more.

APPOINTMENTS

Office hours vary by provider. Patients are seen by appointment only, and we will do our best to accommodate your needs. As there are a limited number of appointments available, we request that if you need to change or cancel an appointment you do so at least 48 hours in advance. Please understand that all appointments not kept or canceled within 48 hours are subject to charge of the full fee for that visit.

AFTER - HOURS AVAILABILITY

We are available for assistance in dealing with emergencies related to your treatment here at all times. Please call the office for help in such emergency. The providers are not in practice together; they have separate practices but use the same office. To insure continuity of care for their patients they often share call.

INSURANCE AND FEES

Please be aware that all professional services rendered are charged directly to the patient (or parent of the person in the case of a minor) receiving the care, and each patient or parent is personally responsible for payment of fees. We will bill your insurance company as a courtesy to you. We do not render services on the basis that insurance companies will pay our fees. If you have any questions about our fee policy, please discuss them with us.

CONFIDENTIALITY LIMITS

We are limited by certain laws and ethical standards in our ability to maintain complete confidentiality. We are required to report to appropriate authorities suspected events of child or elder abuse or neglect. We may also be required to breach confidentiality if you or your dependent are a danger to self or others.

HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

HIPAA is designed to protect your privacy. The two rules that have the most impact are the *Transaction Rule* and the *Privacy Rule*. The transaction rule governs electronic billing. The privacy rule governs confidentiality. We are working diligently to ensure complete compliance with HIPAA requirements.

ROBERT J MENDENHALL DO
 1090 WIGWAM PKWY #100
 HENDERSON, NV 89074
 (702)454-0201

Page 1

WILBERT HOLMES
 10550 PATRINGTON CT
 LAS VEGAS NV 89183

Account: HOLMES WILBERT / 20161187
 Primary Provider: ROBERT J MENDENHALL DO
 Statement Date: 08/31/16

Date	Description	Charge	Amount Ins Paid	Amount You Paid	Amount Adjusted	Expected From Ins	Amount You Owe
08/15/16	DIAG PSY EVAL	250.00	0.00	0.00	0.00	0.00	250.00

THANK YOU

Last Aged on 2016-08-31	Current	Over 30 days	Over 60 Days	Over 90 Days	Over 120 Days	Unapplied Credits	Net Balance
Insurance Portion	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Patient Portion	250.00	0.00	0.00	0.00	0.00	0.00	250.00

		Total amount Due	\$250.00
		LESS Amount Expected from Insurance	\$0.00
Account HOLMES WILBERT / 20161187		Please Pay this Amount	\$250.00

Patient: HOLMES, WILBERT R (06666)

MT: COPAY EX

Outpatient

Total Appointment Profile

* - New GAF Required

06/29/16 thru 03/27/19

-----Clinic-----	-----Appt Date/Time-----	-----Status-----
*1 Las Mhc Res 01	07/01/2016@10:00	Act Req/Checked In 10:25
*2 Las Mhc Bhip Md/Do	07/01/2016@10:48	Act Req/Checked In 10:48
*3 Las Mhc Res 05	08/18/2016@10:00	Future

-----Enter ?? for more actions-----

CI Check In	CD Change Date Range	DX Diagnosis Update
UN Unscheduled Visit	EP Expand Entry	DL Wait List Display
MA Make Appointment	AE Add/Edit	DE Delete Check Out
CA Cancel Appointment	RT Record Tracking	WD Wait List Disposition
NS No Show	PD Patient Demographics	CP Procedure Update
DC Discharge Clinic	CO Check Out	PC PCMM Assign or Unassign
AL Appointment Lists	EC Edit Classification	RR Recall Reminder Action
PT Change Patient	PR Provider Update	TI Display Team Information
CL Change Clinic	WE Wait List Entry	

Select Action: Quit//

To whom it may concern,

Mr. Holmes was here at VAMC
Mental Health Clinic today July 1, 2016
as a walk in. He was allowed to
talk/ventilate/express about his
current issues.

Sincerely,

M. C. Deogradas, M.D.

M. DEOGRADAS, M.D.

Tel - # 702-791-9062

Dr. Zand

07/01/2016
H0666

WILBERT R HOLMES
10550 PATRINGTON CT.
LAS VEGAS NV 89183

Dear Mr. Wilbert R Holmes,

You have the following appointment(s) scheduled:

Date/Time: THURSDAY AUG 18, 2016 10:00 AM
Clinic: LAS MHC RES 05
Telephone: 702-791-9062 Telephone Ext.: 19062

Please note that your appointment is at the VA Medical Center located at 6900 North Pecos Road, North Las Vegas, NV 89086 on the 1st floor.

****PLEASE ARRIVE 15 MINUTES EARLY FOR ALL APPOINTMENTS ****

****PLEASE BRING A LIST OF ALL MEDICATIONS YOU ARE TAKING TO YOUR VA DOCTOR'S APPOINTMENTS.****

If you need assistance, would like to cancel or reschedule your appointment please call 702-791-9024.

If you are having any thoughts of suicide you can call the national suicide prevention hotline at 1-800-273-8255. This number is available to you 24/7.

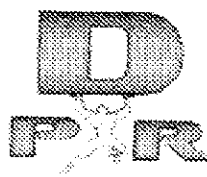
MEDICAL NEEDS/PROBLEMS? Please call our nurse advice line at 1-877-252-4866 if you have questions or concerns about your health.

PHARMACY NEEDS/PROBLEMS/REFILLS? Please call (702) 791-9061. To ensure timely delivery of your prescriptions, refill requests should be made 16 days before medications run out.

Who will make medical decisions for you if you can't? If you would like additional information regarding advance directives please contact your Primary Care Social Worker.

Thank you,
VA Southern Nevada Healthcare System

Holmes, Wilbert Male 11-21-1946



**DYNAMIC
PAIN
REHABILITATION**

Alexander Innes, 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/ Normal Param & No F/u Plan Required (G8420) , Normal Blood Press Reading Doc F/u Not Required (G8783)

Assessment: 1. Chronic pain syndrome

2. 2008 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

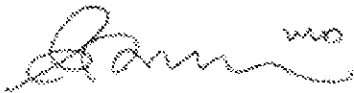
CONSULTS ORDERED

PRESCRIPTIONS

Ultram 50 mg tablet 1 Tablet Four times a Day PRN for 30 Days , Dispense 120 Tablet
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

Follow up After: 2 Months PRN

ENCOUNTER ADDENDUM NOTES

A handwritten signature in cursive script, appearing to read 'Alexander Inas', followed by the letters 'MD'.

Alexander Inas, MD

This has been electronically signed by Alexander Inas, MD on 04-12-2016

St Rose Dominican Hospital-Siena Campus
3001 St Rose Parkway
Henderson, NV 89052
(702) 616-5000

Emergency Department
Patient Discharge Instructions

If your symptoms continue or worsen, return to the emergency department or contact your physician.

If you have questions about your discharge instructions, call the phone number above.

Name: HOLMES, WILBERT R

Current Date: 08/26/16 21:27:22

DOB: 11/21/1946 12:00 AM **MRN:** 00311926 **FIN:** 63134142

Patient Address: 10550 PATRINGTON CT LAS VEGAS NV 89183

Patient Phone: (702)270-4312

Reason for Visit:

- 1) Head pain
- 2) Medication refill

Providers:

Provider	Role
Chan, Judy PA	ED Provider
Miyake, Christine MD	ED Provider
Trybus, Anna APN	ED Provider
Miyake, Christine MD	ED Provider

Name HOLMES, WILBERT R
MRN 00311926
Account # 63134142

Date of Birth: 11/21/1946

Aug/26/2016 21:27:24

1 of 3

EXHIBIT C

3 PAGES

Skip to Main Content Logout My Account Search Menu New Criminal Search Refine Search Back

Location: Justice Court Help

REGISTER OF ACTIONS

CASE NO. 15ML3321X

State of Nevada vs. HOLMES, CAPUCINE

Case Type: Misdemeanor
Date Filed: 05/16/2015
Location: JC Department 10

PARTY INFORMATION

Defendant HOLMES, CAPUCINE

Lead Attorneys
Malcolm R. Lavergne
Retained
702-448-7981(W)State of Nevada
State of Nevada

CHARGE INFORMATION

Charges: HOLMES, CAPUCINE

1. Dom battery. (1st) [50235]

Statute
200.486.1aLevel
MisdemeanorDate
05/16/2015

EVENTS & ORDERS OF THE COURT

DISPOSITIONS

07/30/2015 (Judicial Officer: Toblason, Melanie A.)
1. Dom battery. (1st) [50235]
Nolo Contendere07/30/2015 (Judicial Officer: Toblason, Melanie A.)
1. Dom battery. (1st) [50235]
Adjudication Deferred07/30/2015 (Judicial Officer: Toblason, Melanie A.)
1. Dom battery. (1st) [50235]
Condition - Adult.
1. Suspended Jail Sentence, 90 Days 07/30/2015, Active 07/30/2015
2. Stay Out of Trouble, 07/30/2015, Active 07/30/2015
3. Domestic Violence Counseling (6 Months), LRS Systems 09/16/2015 - 8 of 28 Completed - Fees due \$650.00 07/30/2015
4. Community Service Mandatory Hours DV1, HELP of Southern Nevada 48 hours- 09/14/2015- completed 07/30/2015
5. Community Service - DV1, HELP of Southern Nevada Defendant may do 35 hours of community service in lieu 09/14/2015- 5 of 35 completed 07/30/2015, Active 07/30/2015
6. Defendant Sentenced to 2 Days Jail, with 2 Days Credit for Time Served 07/30/2015, Active 07/30/2015
7. If so, to be dismissed, 07/30/2015, Active 07/30/2015

Fee Totals:

AA Fees	\$105.00
County Fine-Criminal	\$205.00
Domestic Violence AA	\$35.00
Fee	\$345.00
Fee Totals \$	\$345.00

OTHER EVENTS AND HEARINGS

06/15/2015 Standard Bail Set
Ct: \$3000 Cash/\$3000 Surety

06/15/2015 CTRACK Track Assignment JC08

05/16/2015 CTRACK Case Modified
Jurisdiction/DA;

06/16/2015 Criminal Complaint

05/16/2015 **Surety Bond**
 06/16/2015 **Surety Bond Acceptance-Notice of Appearance**
 06/17/2015 **CANCELED 48 Hour Probable Cause Review (7:30 AM)** (Judicial Officer Tobiasson, Melanie A.)
Vacated Due to Custody Status Change
 06/17/2015 **Probable Cause Arrest Documents**
 06/18/2015 **Arraignment (8:30 AM)** (Judicial Officer Tobiasson, Melanie A.)
Surety Bond
 Result: Matter Heard
 06/18/2015 **Minute Order - Department 10** (Judicial Officer: Tobiasson, Melanie A.)
 06/18/2015 **Arraignment Completed** (Judicial Officer: Tobiasson, Melanie A.)
Advised of Charges on Criminal Complaint, Waives Reading of Criminal Complaint
 06/18/2015 **Counsel Confirms as Attorney of Record** (Judicial Officer: Tobiasson, Melanie A.)
M. Levergne, Esq.
 07/16/2015 **CANCELED Domestic Violence Court Return Date (8:30 AM)** (Judicial Officers Pro Tempore, Judge, Dabney, Phillip J.)
Vacated Due to Clerical Error
 07/30/2015 **Bench Trial (9:30 AM)** (Judicial Officers Tobiasson, Melanie A., Tobiasson, Melanie A.)
Surety Bond
 Result: Matter Heard
 07/30/2015 **Admonishment of Rights - BDV** (Judicial Officer: Tobiasson, Melanie A.)
Signed in open court
 07/30/2015 **Domestic Violence Sentencing Packet** (Judicial Officer: Tobiasson, Melanie A.)
 07/30/2015 **HELP of Southern Nevada Form** (Judicial Officer: Tobiasson, Melanie A.)
Provided to defendant in open Court.
 07/30/2015 **Minute Order - Department 10** (Judicial Officer: Tobiasson, Melanie A.)
 07/30/2015 **Surety Bond Ordered Exonerated** (Judicial Officer: Tobiasson, Melanie A.)
FCS51616137
 07/30/2015 **Status Check on Requirements** (Judicial Officer: Tobiasson, Melanie A.)
 07/30/2015 **Transcript of Proceedings**
 08/10/2015 **Surety Bond Exonerated**
 09/15/2015 **Community Service Report**
48 mandatory completed - 5 in lieu completed
 09/16/2015 **DV Court Compliance**
07/30/2015
 09/16/2015 **Counseling Report**
8/28 LRS \$650
 09/17/2015 **Status Check (8:30 AM)** (Judicial Officer Tobiasson, Melanie A.)
No bail posted
 Result: Matter Heard
 09/17/2015 **Minute Order - Department 10** (Judicial Officer: Tobiasson, Melanie A.)
 09/17/2015 **Status Check on Requirements** (Judicial Officer: Tobiasson, Melanie A.)
Defendant to complete 18 total classes by the next court date.
 12/17/2015 **Status Check (8:30 AM)** (Judicial Officer Tobiasson, Melanie A.)
No Bail Posted

FINANCIAL INFORMATION

Defendant HOLMES, CAPUCINE			
Total Financial Assessment			395.00
Total Payments and Credits			395.00
Balance Due as of 12/02/2015			0.00
06/16/2015	Transaction		
	Assessment		50.00
06/16/2015	Payment (Window)	Receipt # PT-2015-06512	911 Bail Bonds
08/10/2015	Transaction		(50.00)
	Assessment		345.00
09/16/2015	Payment (Window)	Receipt # CCS-2015-06548	Holmes, Capucine Yolanda
			(345.00)

LAS VEGAS JUSTICE COURT

SUBPOENA

THE STATE OF NEVADA
VS.
HOLMES, CAPUCINE

CASE # 15M13321X

CATEGORY: DOMESTIC CRIME

AGENCY # 1500026862 ITAGB 1506151621 MPD 1699134 ITAGC

STEVEN WOLFSON, CLARK COUNTY DISTRICT ATTORNEY, AND THE STATE OF NEVADA SEND GREETINGS TO:

HOLMES, WILBERT (01)
10550 PATRINGTON CT
LAS VEGAS NV 89183

WORK ADDRESS:
NONE

HOME PHONE: (702) 270-4312

WORK PHONE: NONE

YOU ARE COMMANDED TO APPEAR BEFORE THE:
LAS VEGAS JUSTICE COURT
REGIONAL JUSTICE CENTER
200 LEWIS AVENUE
LAS VEGAS, NV 89101

DEPARTMENT #

10

on the 30TH DAY OF JULY, 2015, AT 8:15 O'CLOCK A.M. to testify for the State of Nevada.

SPECIAL INSTRUCTIONS: NONE
IMPORTANT

Please IMMEDIATELY call the 24 hour
number listed below and let me know that
you received your subpoena. Thank you.

702-671-2708

DATED: 07/01/2015

BY: HETTY WONG
DEPUTY DISTRICT ATTORNEY
TEAM TRACK-S-3

Please keep this subpoena and bring it with you to court.

When you call to verify receipt of your subpoena, please notify us if there are any changes
to your address or telephone number. Thank you.

CHARGES: DOM BATT-LVMPD/MJD

PROSECUTOR: HETTY WONG

DEFENDANT: HOLMES, CAPUCINE
CASE # 15M13321X
CATEGORY: DOMESTIC CRIME

COURT DATE: 07/30/2015 09:15AM
DEPARTMENT: 10

Please check the box above if there are any changes to your address or phone number, and make the changes below.

HOLMES, WILBERT (01)

HOME: 10550 PATRINGTON CT
LAS VEGAS NV 89183

WORK: NONE

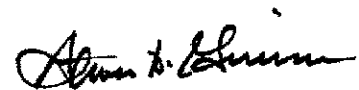
HOME PHONE: (702) 270-4312

WORK PHONE: NONE

I hereby acknowledge receipt of this Subpoena, and by my signature promise to appear at the place and date
indicated thereon.

SIGNATURE OF WITNESS

DATE



CLERK OF THE COURT

MISC
Name: WILBERT R HOLMES
Address: 10550 PATRINGTON CT.
LAS VEGAS NV 89183
Telephone: 702 281 5752
Email Address: WHOLMES711@AOL.COM
In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

CAPUCINE Y HOLMES

Plaintiff

CASE NO.: D15523582D

VS.

DEPT: J

WILBERT R HOLMES

Defendant

UPDATED PRE TRAIL MEMORANDUM

Title of Document

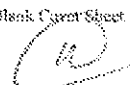
Respectfully submitted by

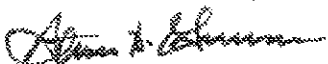
(Your signature)

(Your name)

WILBERT R HOLMES

☐ Plaintiff / ☒ Defendant In Proper Person





CLERK OF THE COURT

1 NAME

2 (Your name) WILBERT R. HOLMES

3 (Address) 10350 PATRINGTON CT.

LAS VEGAS NV 89183

4 (Telephone) 702 281 5752

In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

5 CAPUCINE Y HOLMES

CASE NO. D15523582D

6 Plaintiff

DEFENDANT: I

7 WILBERT R. HOLMES

8 Defendant

9 **PLAINTIFF'S / DEFENDANT'S PRE-TRIAL MEMORANDUM**

10 I.

11 **STATEMENT OF ESSENTIAL FACTS**

12 A. Name of Plaintiff: CAPUCINE Y HOLMES Page 48

13 B. Name of Defendant: WILBERT R. HOLMES Page 70

14 C. Date of Marriage: 7/31/2000

15 D. Resolved issues and the agreements:

16 NONE

17

18

19

20

21

22

23

24

25

26

1 B. Unresolved Issues:

- 2 1. REAL PROPERTY which is sole and separate property of defendant. This
3 is verified by county recorded documents and property appraisals as
4 ordered by the court.
5 2. PERSONAL PROPERTY plaintiff has stolen items from the marital home
6 that is the sole and private property of the defendant.
7 3. REIMBURSEMENT TO DEFENDANT for court ordered property
8 appraisals order by the court for defendant to pay with one half of total to
9 be reimbursed by plaintiff. (continued on page 2)

10 II.

11 CHILD CUSTODY n/a

12 A. Name, age and date of birth of children: n/a

13 Name: _____, age _____, date of birth: _____

14 Name: _____, age _____, date of birth: _____

15 Name: _____, age _____, date of birth: _____

16 B. Requested custody and visitation order:

17 _____

18 _____

19 _____

20 _____

21 _____

22 III.

23 CHILD SUPPORT n/a

24 A. Amount of child support requested and any special factors which the Court should consider
25 in setting the amount of child support: _____

26 _____

27 _____

28 _____

29 IV.

30 SPOUSAL SUPPORT

31 A. ALIEN AND FINE TO DEPENDENT

32 ☐ (X) back only ☐ Plaintiff ☒ Defendant does not request spousal support

33 I, _____, do hereby certify that the foregoing is true and correct.

34 Executed on _____

35 at _____, Texas

36 I, _____, do hereby certify that the foregoing is true and correct.

37 Executed on _____

38 at _____, Texas

Unresolved issues

4. The release and discontinuance of marital last name by plaintiff HOLMES crucial, important.
5. Plaintiff pay for the half of marital living expenses while she lived and occupied marital home.

7. That Capucine may have violated her fiduciary duty and/or engaged in actions or a course of conduct that has resulted in financial loss and hardship to the community. Therefore, there should be ordered no reimbursement.

8. That, during the course of the marriage, Capucine's personal conduct resulted in the waste, erosion, dissipation, depletion, loss, and/or destruction of marital assets. Among other relief, Wilbert, in accordance with equity and justice, should be awarded a greater share of

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

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

10. That he and Wilbert have become incompatible in marriage and can no longer continue to reside together as husband and wife.

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

WHEREFORE, Wilbert prays for judgment as follows:

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

OK

☐ (Check only if Plaintiff) ☐ Defendant requests permanent spousal support in the amount of \$_____ per month.

OK

☐ (Check only if Plaintiff) ☐ Defendant requests rehabilitative spousal support in the amount of \$_____ per month for _____ (check one) ☐ months ☐ years

B. (CHECK ONLY ONE BOX)

☐ (Check one) ☐ Plaintiff ☐ Defendant's request for spousal support should be granted because _____

OK

☒ (Check one) ☒ Plaintiff ☐ Defendant's request for spousal support should be denied because Defendant is a very low income individual with social security and a low pension as the source of income. Also defendant is and has a Handicapped designation from the Federal Government. And has a terminal Brain Tumor which calls for expensive medical treatment and billings. The plaintiff abandoned the marital home and her obligations and spouse and has been cohabiting with her Palimony mate for nearly two years.

V.

PROPERTY AND DEBTS

A. (Check one that applies to you) ☐ Plaintiff's ☒ Defendant's proposed distribution of property and debts is attached to this Pre-Trial Memorandum as "Exhibit A"

B. The legal and factual issues regarding the property and debts that are in dispute are:

1. Defendant purchased the marital home as sole separate and private individual. Which was required by the financing mortgage company. Also plaintiff signed off on all real property rights which was required for a reverse mortgage. Plaintiff is responsible for half of marital household living expenses which have not been paid.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE 01/10/2015 BY SP-1000

DO NOT WRITE IN THESE SPACES

PLEASE DO NOT WRITE IN THESE SPACES

PLEASE DO NOT WRITE IN THESE SPACES

Plaintiff owes immediate reimbursement for appraisal fee of \$1200.
This cost paid fully by defendant has caused financial hardship.

VI.

ATTORNEY'S FEES

A. (CHECK ONLY ONE BOX)

☐ (Check one that applies to you) ☐ Plaintiff ☐ Defendant is not requesting attorney's fees and costs.

OR

☐ (Check one that applies to you) ☐ Plaintiff ☒ Defendant is requesting attorney's fees and costs to the amount of \$ 5000.00. Of this amount, \$ 5000.00 has already been paid and \$ 0 is still owed.

VII.

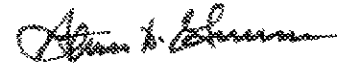
LIST OF WITNESSES

A. (Check one that applies to you) ☐ Plaintiff ☒ Defendant intends to call the following witnesses:

1. Name: WILLIAM MILLER Testimony: I have factually witnessed the plaintiff Carycine Holmes and her counsel maliciously and criminally harm Wilbert Holmes by submitting false and frivolous motions since the filing for divorce. He Wilbert Holmes has been incarcerated because of the false accusations and filings of Marsh Kimble-Simms the plaintiff's counsel. Their filings for property equity was senseless and cruel. As they knew the property is Mr. Holmes sole and separate private property every since he purchased it.

2. Name: Kimberly Panfield Testimony: I have personally witnessed Mr. Holmes be agonized and tortured by the divorce proceedings since November of 2015. His opposing party has purposely filed frivolous motions to prolong a divorce matter that should have been a open and shut case. Their quest for equity in Mr. Holmes property was factually clear upon filing that their was no equity share for anyone. *

* SEE UPDATED WITNESS LETTER FROM
KIM PANFIELD
(RECEIVING PART)


CLERK OF THE COURT

MISC
Name: WILBERT R HOLMES
Address: 10550
PATRINGTON CT.
Telephone: 702 281 5752
Email Address: WHOLMES711@AOL.COM
In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

CAPUCINE Y HOLMES

Plaintiff

CASE NO.: 015528820

vs.

DEPT: 1

WILBERT R HOLMES

Defendant

~~UPDATED~~ WITNESS LETTER/KIM PANFIELD

Title of Document

Respectfully submitted by:

(Your signature)

(Your name)

WILBERT R HOLMES

☐ Plaintiff / ☒ Defendant In Proper Person

D/55235820

The correct spelling for my name is Kimberly Panfil. I am a Nevada Realtor, License # 33994. I am a full time Realtor 22 years in Las Vegas, NV. I work at Urban Nest Realty, 10220 W. Charleston Blvd Suite # 3, Las Vegas, NV, 89135. My broker / owner is Dave Tina, Sr., GLVAR President Realtor 2015, President Realtor of the Year of Nevada 2016 and National Association Realtor of the Year 2017.

Here is my professional statement for my listing I have worked very hard to try to sell:
Client, Seller / Owner, Wilbert Holmes, 10550 PATRINGTON CT, Las Vegas, NV 89183

The property has been listed for approximately 2 years. It is still currently listed and held up to sell, due to a divorce LIEN, the value appraisal court date and the plaintiff's attorney blocking the sale we did receive, now cancelled. We did have a very good offer at \$650,000.00 escrow at Chicago Title with Kerrie Kissane...however after the buyers home inspection the home needed several repairs, about \$30,000 per the inspection report to include the very large pool to be resurfaced and roof issues...etc. The buyers backed out since they would have to wait to close the home several months, since the plaintiff's attorney would not remove their LIEN to close the sale. The offer and home inspection are available.

Later, the home appraisal came in at \$620,000.00 by a certified and licensed appraiser. We have been unable to sell the home and the market time has hurt the sales from other buyers, more than one time, again due to the LIEN placed by the plaintiff and her attorney.

I did receive 2 threatening calls from the plaintiff's attorney soon after the LIEN was placed on this home, to not continue with the sale, due to their divorce. I was personally asked questions by the plaintiff's attorney calling me directly, though due to my duties owed to my seller Wilbert Holmes, I refused to comply with any answers to the plaintiff's attorney and or I did not call her back.

I have heard and watched my seller Wilbert Holmes become extremely stressed and ill over this divorce. I also have seen Wilbert Holmes, not being able to sell this 'expensive to run pool and home'. He is unable to pay the many repairs needed. The appraiser did take all repairs and or needed upgrades the home does not have in comparison to the current market. Example: The home has not been painted since it was purchased in the late 1990's inside or outside. The entire huge pool and spa needs to be resurfaced. These 2 repairs will be approximately \$22,000.00. A new buyer sees the obvious repairs needed.

Wilbert Holmes has done a number of repairs over the 2 years, like the kitchen granite counters being leveled, new kitchen sink, new carpet upstairs was needed in order to show and sell this home. I believe Wilbert Holmes has paid approximately \$15,000.00 of upgrades to sell his home during our listing time period of 2 years...besides maintaining the pool and landscaping, plus all the utilities he has paid.

It would be nice for the parties to end this divorce, before the home needs more repairs my seller Wilbert Holmes cannot pay. The repairs are causing a depreciating the value. Wilbert Holmes has been depleted monetarily and spiritually. I have seen his mental and physical health take a toll over the great

stress and his on going medical brain issues. This is much too hard for a senior citizen, former veteran and family man to keep taking. We pray the courts and judges can help get this divorce over with, so everyone can go on in their lives in a healthier less stressful manner. It is stressful enough to just sell a home for some elderly senior citizen sellers. But this divorce being prolonged and situation has taken a great toll on my client.

My phone number is 202-524-8020 if you have any questions, please call me if needed.

Respectfully--
-Kimberly Pantli



VIII.

LIST OF EXHIBITS

A. (Check one that applies to you) ☐ Plaintiff ☒ Defendant intends to introduce the following exhibits at trial:

1. EXHIBIT A PROPOSED DISTRIBUTION
2. EXHIBIT B STATE OF NEVADA DECLARATION OF VALUE and GRANT, BARGAIN, SALE DEED
3. EXHIBIT C CHRISTOPHER LEGAL GROUP REVERSE MORTGAGE RELEASE WAIVER ACKNOWLEDGEMENT LETTER
4. EXHIBIT D PROPERTY APPRAISALS

IX.

UNUSUAL LEGAL OR FACTUAL ISSUES PRESENTED

A. (Check one that applies to you) ☐ Plaintiff ☒ Defendant believes the following unusual issues may be presented at trial: The details of the Malicious Prosecution that had resulted in me being unduly incarcerated. A near death episode. I was found innocent and the case was dismissed. With no punishment for the accusers.

X.

LENGTH OF TRIAL

A. (Check one that applies to you) ☐ Plaintiff ☒ Defendant believes that this trial should take approximately 1 (check one) 1/2 days ☒ hours.

XI.

AFFIDAVIT OF FINANCIAL CONDITION

(CHECK ONLY ONE BOX)

I am a member of the Nevada State Bar and am in good standing with the State Bar of Nevada.

I am a member of the Nevada State Bar and am in good standing with the State Bar of Nevada.

(Check one that applies to you) ☐ Plaintiff ☐ Defendant filed an Affidavit of Financial Condition on (date) _____. (Check one) ☐ Plaintiff's Defendant's financial circumstances have not changed since that date and that document is attached as "Exhibit B".

OR

☐ (Check one that applies to you) ☐ Plaintiff ☐ Defendant previously filed an Affidavit of Financial Condition on (date) _____. However, (check one) ☐ Plaintiff's Defendant's financial circumstances have changed. An updated Affidavit of Financial Condition will be filed at the same time as this Pre-Trial Memorandum and an unfiled copy is attached as "Exhibit B".

OR

☐ (Check one that applies to you) ☐ Plaintiff ☐ Defendant has never filed an Affidavit of Financial Condition. That document will be filed at the same time as this Pre-Trial Memorandum and an unfiled copy is attached as "Exhibit B".

OR

☒ There are no children and no spousal support issues. Therefore, no Affidavit of Financial Condition has been attached to this Pre-Trial Memorandum.

DATED this (day) 10th day of (month) December, year 2016.

By

(Your signature)

(Your name)

(Address)

(Telephone)

Wilbert R. Holmes

10550 Pattrington Ct.

Las Vegas, NV 89183

702 281 5752

In Proper Person

Witness my hand and seal this _____ day of _____, 2016.

Notary Public for Nevada

My Commission Expires _____

6

FILED IN CASE NO. _____

IN THE DISTRICT COURT OF THE STATE OF NEVADA

County of Clark, Nevada

ADDITIONAL COMMENTS ABOUT PART C (See page 3)

PART E. ATTORNEY'S FEES & COSTS STATEMENT

As of the date I have signed this form, my attorney has been paid, by me or by others on my behalf
\$ 5,000.00 for attorney's fees and costs. My understanding with my attorney(s) for payment of fees and
costs in the future is as follows:

.....

DECLARATION

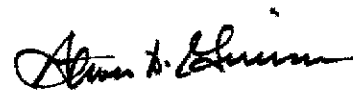
I, Wilbert R. Holmes swear under penalty of perjury that the foregoing is true and correct.

Executed on 12/10/2016
[Signature]

[Signature]
[Signature]

WILBERT R. HOLMES
[Signature]

[Signature]



CLERK OF THE COURT

CERT

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
(702) 333-1449
Email Address: simmslawfirm@aol.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

CAPUCINE YOLANDA HOLMES,

Plaintiff,

vs.

WILBERT ROY HOLMES,

Defendant

CASE NO.: D-15-523582-D

DEPT NO.: J

CERTIFICATE OF MAILING

I, MARSHA KIMBLE-SIMMS, ESQ., declare under penalty of perjury under the law of the State of Nevada that the following is true and correct. That on December 20, 2016, service of the:

The MOTION TO WITHDRAW AS COUNSEL OF RECORD was made pursuant to NRCP 5(b) by depositing a copy in the U.S. Mail in the State of Nevada, postage prepaid, addressed to:

CAPUCINE YOLANDA HOLMES
637 Twilight Blue Ave.
North Las Vegas, Nevada 89032

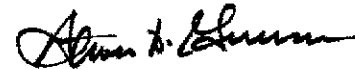
WILBERT ROY HOLMES
10550 Patrington Ct.
Las Vegas, Nevada 89183

DATED this 20 day of December, 2016

/S/
MARSHA KIMBLE-SIMMS, ESQ.

PMEM

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 Plaintiff



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

PRE-TRIAL MEMORANDUM

I. STATEMENT OF ESSENTIAL FACTS

1. Name of Plaintiff: Capucine Yolanda Holmes, age 48.

2. Name of Defendant: Wilbert Roy Holmes, age 70.

3. Date of Marriage: July 3, 1999.

4. Resolved Issues and the Agreed Resolutions:

a. PRE-MARITAL AGREEMENT Determines the property settlement. (Exhibit A)

b. Defendant agreed to give Plaintiff her personal property. (Exhibit B.)

5. Unresolved Issues:

a. On April 21, 2016, Plaintiff went to the marital residence and was only allowed to get one-half of items listed, did not get all her cloths, and LED-50-inch TV. (Exhibit C.)

II. PROPERTY AND DEBTS

6. The legal and factual issues regarding the property and debts in dispute are:

- a. Equity interest in property governed by Pre-Marital Agreement. Plaintiff to receive fifty percent of increase in equity two years after marital date of July 3, 2001. (Exhibit A.)
- b. Debts governed by Pre-Marital Agreement and Plaintiff keeps all debts in her name.
- c. Defendant keeps all debts in his name.

III. FINANCIAL DISCLOSURE FORM

I will file a Financial Disclosure Form with this Pre-Trial Memorandum.

IV. ATTORNEY'S FEES

- a. Plaintiff is requesting attorney's fees and costs of \$10,000.00.

VI. LIST OF WITNESSES

I intend to call the following witnesses at trial:

Name of Witness: Capucine Yolanda Holmes

Address: 637 Twilight Blue Ave., North Las Vegas, Nevada 89032

Testimony: Marital Issues, Personal Property she did not receive, rental income received by defendant, lay opinion home property value, insurance checks received by defendant to make repairs to the house (checks received to repair the pool, re-carpet the house, and make improvements.)

Name of Witness: Christy Cason

Address: 4610 Cliff Breeze, North Las Vegas, NV 89030

Testimony: When Plaintiff left the home; items of clothing/jewelry owned during the marriage.

Marital Discord.

Any witnesses that Defendant calls to testify.

1 Plaintiff reserves the right to call witnesses as necessary.

2 **V. LIST OF EXHIBITS**

3 I intend to introduce the following exhibits at trial:

4 1. Exhibit A. Pre-Marital Agreement.

5 2. Exhibit B. Letter from Defendant's former attorney agreeing to give Plaintiff her personal items.

6 3. Exhibit C. List of Personal Item not received from defendant and cost of replacement.

7 4. Exhibit D. Clark County Property Recorder's marital home value November 1, 1999. Abstracts
8 of Property Sales. Judicial Notice N.R.S. 47 (1) (b)

9 5. Exhibit E. Clark County Property Recorder's home sold August 1, 2001 value Abstracts of
10 Property Sales. Judicial Notice N.R.S. 47 (1) (b). This home has three hundred more square feet.

11 6. Exhibit F. Clark County Property Recorder's home sold June 1, 2002 value Abstracts of
12 Property Sales. Judicial Notice N.R.S. 47 (1) (b).

13 7. Exhibit G. Zillow Estimate of the Value of the house. Judicial Notice N.R.S. 47 (1) (b).

14 8. Exhibit H. Movoto Real Estate Listing Site Estimates home at \$710,333.00

15 9. Exhibit I. Impeachment. Rental Lease Agreement and Release of Information for Income from
16 the marital home not listed on the Financial Disclosure Form.

17 10. Exhibit J. Impeachment. Checks totaling \$6900.00 payment for Rental Agreement.

18 11. Exhibit K. Impeachment. PayPal Receipt for \$700.00

19 12. Exhibit L. Impeachment. Haeli Miceli Payment receipt \$2,427.20.

20 13. Exhibit M. Impeachment. Email from defendant confirming 4 rentals.

21 14. Exhibit N. Attorney Fees/negotiation letters.

22 15. Exhibit O. Impeachment. Emails from Defendant admitting he rents home for \$8000.00 a
23 month.

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VI. UNUSUAL ISSUES TO BE PRESENTED AT TRIAL

The following unusual legal or factual issues may be presented at trial: Pre-marital Agreement indicating Plaintiff receives fifty percent of the increase in equity after two years of marriage. Two years after the marriage would be July 3, 2001. Clark County Abstract indicating marital home value at \$411,088 when purchased in November 1999. Clark County Abstract indicating that similar home sold on August 1, 2001 for \$494,947. From Clark County Abstract indicating a home with exact square footage sold on June 1, 2002 sold for \$362,000.00. The houses decreased in value after 2002.

Zillow estimate of the marital home is \$633,000.00 and Movoto estimate is \$710,333.00.

Based upon the foregoing Plaintiff's estimates there is between approximately \$165,056 to \$242,386 of increase in equity after July 3, 2001.

VI. LENGTH OF TRIAL

This trial should take approximately half day.

DATED December 20, 2016.

Submitted By:


MARSHA KIMBLE-SIMMS, ESQ.

FDF

Name: Marsha Kimble- Simms, Esq.

Address: 2650 W. Brooks Ave. Suite 101

North Las Vegas, NV 89032

Phone: (702) 399-1449

Email: simmslawfirm@aol.com

Attorney for Plaintiff

Nevada State Bar No. 8350

8th Judicial District Court

Clark County, Nevada

<u>Capucine Yolanda Holmes</u> Plaintiff,	Case No. <u>D-15523582-D</u>
vs.	Dept. <u>I</u>
<u>Wilbert Roy Holmes</u> Defendant.	

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (*first, middle, last*) Capucine Yolanda Holmes
2. How old are you? 48
3. What is your date of birth? 3/10/68
4. What is your highest level of education? College

B. Employment Information:

1. Are you currently employed/ self-employed? (☒ check one)

☒ No

☐ Yes If yes, complete the table below. Attached an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)

2. Are you disabled? (☒ check one)

☒ No

☐ Yes

If yes, what is your level of disability? _____

What agency certified you disabled? _____

What is the nature of your disability? _____

C. Prior Employment: If you are unemployed or have been working at your current job for less than 2 years, complete the following information.

Prior Employer: Nevada Hospital Assoc. Date of Hire: 7-12 Date of Termination: 1/2014

Reason for Leaving: Graded Ending/ Mother illness

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending _____ my gross year to date pay is _____.

B. Determine your Gross Monthly Income.

Hourly Wage

	×		=	\$0.00	×	52	=	\$0.00	÷	12	=	\$0.00
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

	÷	12	=	\$0.00
Annual Income		Months		Gross Monthly Income

C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income		\$0.00	
Bonuses		\$0.00	
Car, Housing, or Other allowance:		\$0.00	
Commissions or Tips:		\$0.00	
Net Rental Income:		\$0.00	
Overtime Pay		\$0.00	
Pension/Retirement:		\$0.00	
Social Security Income (SSI):		\$0.00	
Social Security Disability (SSD):		\$0.00	
Spousal Support		\$0.00	
Child Support		\$0.00	
Workman's Compensation		\$0.00	
Other: Neilson Ratings	Monthly	\$15.00	\$15.00
Total Average Other Income Received			\$15.00

Total Average Gross Monthly Income (add totals from B and C above)	\$15.00
--	---------

D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	0.00
2.	Federal Health Savings Plan	0.00
3.	Federal Income Tax	0.00
4.	Health Insurance Amount for you: \$0.00 For Opposing Party: \$0.00 For your Child(ren): \$0.00	0.00
5.	Life, Disability, or Other Insurance Premiums	0.00
6.	Medicare	0.00
7.	Retirement, Pension, IRA, or 401(k)	0.00
8.	Savings	0.00
9.	Social Security	0.00
10.	Union Dues	0.00
11.	Other: (Type of Deduction)	0.00
Total Monthly Deductions (Lines 1-11)		0.00

Business/Self-Employment Income & Expense Schedule

A. Business Income:

What is your average gross (pre-tax) monthly income/revenue from self-employment or businesses?
\$ _____

B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising			0.00
Car and truck used for business			0.00
Commissions, wages or fees			0.00
Business Entertainment/Travel			0.00
Insurance			0.00
Legal and professional			0.00
Mortgage or Rent			0.00
Pension and profit-sharing plans			0.00
Repairs and maintenance			0.00
Supplies			0.00
Taxes and licenses (include est. tax payments)			0.00
Utilities			0.00
Other:			0.00
Total Average Business Expenses			0.00

Personal Expense Schedule (Monthly)

A. Fill in the table with the amount of money **you** spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me	Other Party	For Both
Alimony/Spousal Support	0.00	☒	☐	☐
Auto Insurance	0.00	☒	☐	☐
Car Loan/Lease Payment	0.00	☒	☐	☐
Cell Phone	0.00	☒	☐	☐
Child Support (not deducted from pay)	0.00	☒	☐	☐
Clothing, Shoes, Etc...	5.00	☒	☐	☐
Credit Card Payments (minimum due)	0.00	☒	☐	☐
Dry Cleaning	0.00	☒	☐	☐
Electric	0.00	☒	☐	☐
Food (groceries & restaurants)	10.00	☒	☐	☐
Fuel	0.00	☒	☐	☐
Gas (for home)	0.00	☒	☐	☐
Health Insurance (not deducted from pay)	0.00	☒	☐	☐
HOA	0.00	☒	☐	☐
Home Insurance (if not included in mortgage)	0.00	☒	☐	☐
Home Phone	0.00	☒	☐	☐
Internet/Cable	0.00	☒	☐	☐
Lawn Care	0.00	☒	☐	☐
Membership Fees	0.00	☒	☐	☐
Mortgage/Rent/Lease	0.00	☒	☐	☐
Pest Control	0.00	☒	☐	☐
Pets	0.00	☒	☐	☐
Pool Service	0.00	☒	☐	☐
Property Taxes (if not included in mortgage)	0.00	☒	☐	☐
Security	0.00	☒	☐	☐
Sewer	0.00	☒	☐	☐
Student Loans	0.00	☒	☐	☐
Unreimbursed Medical Expense	0.00	☒	☐	☐
Water	0.00	☒	☐	☐
Other:	0.00	☒	☐	☐
Total Monthly Expenses	15.00			

Household Information

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attached a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 st	N/A				
2 nd	N/A				
3 rd	N/A				
4 th	N/A				

- B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 st Child	2 nd Child	3 rd Child	4 th Child
Cellular Phone				
Child Care				
Clothing				
Education				
Entertainment				
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other:				
Total Monthly Expenses	0.00	0.00	0.00	0.00

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attached a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution

Personal Asset and Debt Chart

A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	House	\$ 640,000.00	-	\$ 450,000.00	=	\$ 190,000.00	
2.		\$	-	\$	=	\$ 0.00	
3.		\$	-	\$	=	\$ 0.00	
4.		\$	-	\$	=	\$ 0.00	
5.		\$	-	\$	=	\$ 0.00	
6.		\$	-	\$	=	\$ 0.00	
7.		\$	-	\$	=	\$ 0.00	
8.		\$	-	\$	=	\$ 0.00	
9.		\$	-	\$	=	\$ 0.00	
10.		\$	-	\$	=	\$ 0.00	
11.		\$	-	\$	=	\$ 0.00	
12.		\$	-	\$	=	\$ 0.00	
13.		\$	-	\$	=	\$ 0.00	
14.		\$	-	\$	=	\$ 0.00	
15.		\$	-	\$	=	\$ 0.00	
Total Value of Assets (add lines 1-15)		\$ 640,000.00	-	\$ 450,000.00	=	\$ 190,000.00	

B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Telephone (Cellular)	\$ 1,500.00	Capucine Holmes
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
Total Unsecured Debt (add lines 1-6)		\$ 1,500.00	

CERTIFICATION

Attorney Information: Complete the following sentences:

1. I (have/have not) have retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$ _____ on my behalf.
3. I have a credit with my attorney in the amount of \$ _____.
4. I currently owe my attorney a total of \$ 10,000.00
5. I owe my prior attorney a total of \$ 0.00

IMPORTANT: Read the following paragraphs carefully and initial each one.

CH I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

_____ I have attached a copy of my 3 most recent pay stubs to this form.

_____ I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.

X I have not attached a copy of my pay stubs to this form because I am currently unemployed.

Caprice Abn
Signature

12/21/2016
Date

ANTENUPTIAL AGREEMENT

AGREEMENT made as of the _____ day of _____, 1993, 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 1983, 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 recital 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 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 PROVIDED 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



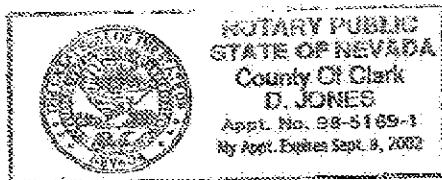
STATE OF NEVADA)
) ss.
Clark COUNTY)

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.

(s) [Signature]
Notary Public, Clark County
My commission expires 4-9-2002

DN:75925.1
DX: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	1,500.00
Stock and Bond Mutual Funds	99,600.00
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	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	924,900.00

EXHIBIT B

FINANCIAL STATEMENT OF Ericine YOLANDA DAVIS

JUNE 28, 1993

ASSETS

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

Debt for Automobile	<u>\$2,600.00</u>
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*** TOTAL PAGE 13 ***

April 4, 2016

VIA EMAIL ONLY

simmslawfirm@aol.com

Ms. Marsha Kimble-Simms, Esq.
1918 Night Shadow Avenue
N. Las Vegas, Nevada 89031

RE: *Holmes v. Holmes*; Case No. D-15-523582-D

Dear Ms. Kimble-Simms:

Thank you for taking my call this afternoon. As discussed, I will be preparing an amended Counterclaim and your stipulation to same will be appreciated as it will mitigate additional attorney's fees for having to file a motion requesting leave of court. As also discussed, I believe you would like to retain an expert to determine the equity in the Petrington residence during the relevant dates, to wit: current day equity and equity in July of 2001. Additionally in the, in response to your email of March 31, 2016, wherein you list the items to which Mrs. Holmes believes she is entitled, Mr. Holmes does not object to Capucine removing the following items provided he receives credit for half of the value. As such, we request that Capucine remove the following items from the home within one week:

1. 2 leopard chairs in the library;
2. 1 cocktail table;
3. 1 sofa table;
4. Decor antique ship;
5. Decor jazz ensemble;
6. 2 decor ficus trees;
7. Decor face mask;
8. Glass chess set;
9. Cream sofa and love seat;
10. Large floral arrangements;
11. 2 pedestals;
12. Large gold trimmed Wall mirror;
13. 2 10 ft. large trees;
14. 2 decor brass water pots;
15. Decor face plate on easel;
16. Decor abstracted painted plate on easel;
17. The following furniture from the balcony bedroom: vintage bedroom set nightstand, dresser, chest, 2 mirrors, brass headboard, 1 decor ficus plant;
18. Blender;
19. Cuisinart Juicer;
20. 6 Chaffing Sets;
21. 2 Drink Dispensers;
22. Napkin/Plate/Silverware Holder;
23. Card Decor Serving Set;
24. Crystal Ice Bucket;
25. Crock Pot;

Ms. Marsha Kimble-Simms

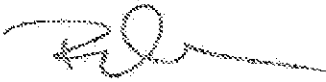
April 4, 2016

Page | 2

- 26. Family Room- Large Wall Mirror;
- 27. Exercise Equipment- Treadmill, Gazelle, Riding- Mountain Bike;
- 28. All personal clothing, shoes, personal pictures, wedding pictures, college degree, and College books;
- 29. Green Suit cases;
- 30. Vintage sewing machine;
- 31. Vanity chair

Once again, thank you for your attention to this matter.

Very truly yours,



RACHEL M. JACOBSON, ESQ.
RMI/ch

cc: Mr. Wilbert Holmes

Items Not Received from Defendant

Replacement Cost

1. 1 Leopard Chair \$538 Houzz
 2. 1 Wooden Antique Ship \$ 408.63 Walmart
 3. Décor Jazz Ensemble \$108.74 Houzz
 4. Large Gold Trimmed Wall Mirror \$499 Hayneedle
 5. 1 15 ft Large Custom Tree \$500
 6. Décor abstracted painted plate and easel \$250.00
 7. Vintage Bedroom Set – Vintage 1925 Bedroom nightstand, dresser, chest, 2 mirrors, brass headboard. \$ 3,000. (Solid Wood)
 8. Blender \$ 49 Target
 9. Cuisinart Juicer \$99 Best Buy
 10. 6 Chaffing Sets \$300.00 Walmart
 11. 2 Large Glass Drink Dispensers \$59.99 each Bed Bath Beyond
 12. Napkin/Plate/Silverware Holder \$38 Walmart
 13. Card Décor Serving Set \$25
 14. Crystal Waterford Lismore Ice Bucket \$ 375 Waterford Inc.
 15. Crock Pot \$34.99 Kohls
 16. Family Room Black Trim Large Mirror \$259.64 Overstock
 17. Exercise Equipment Reebok Treadmill \$919.00 Walmart
 18. Mountain Bike \$129 Walmart
 19. Clothes- St. John Sweater Knit Pant Suit { Purple} \$800 St. John Outlet
 20. Clothes-Leather Lambskin Black Jacket \$400 Nordstorm
 21. Clothes- Black Full Vault Mink Jacket \$4,196.50 Macys
 22. Clothes- Black Fox Head Wrap \$205 Macy's
 23. Clothes-Additional Clothes \$1,000
 24. Shoes-Designer Gucci, Coach, Louboutin \$1,500 Nordstorm, Gucci
 25. 14 K 3 ct. Diamond Tennis Bracelet \$3,800 Blue Nile
 26. Movado Swiss Watch- \$ 650 Macy's
 27. Purses-Luís Vuitton, Gucci, Coach, \$2,500 Louis Vuitton, Gucci, Coach
 28. 14 K Gold Italian Designer Large Necklace \$2, 395.00 Ross-Simmons
 29. 14 K Gold Graduated Necklace \$896.25 Ross-Simmons
 30. 1 14 K Gold 2 kt Diamond Fashion Ring \$ 1,646.25 Ross-Simmons
 31. 7 Pair 14 K Gold Earrings (Large) \$2,500 Jared, Ross-Simmons
 32. 1 14 k gold Fashion ring \$525 Ross-Simmons
 33. 1 Silver/ 14 K Gold David Yurman Bracelets \$1,250
 34. Personal Pictures- Priceless
 35. Other Personal/Items-Priceless
 36. Social Security Card/ Passport \$110
 37. Vintage Sewing Machine-\$300 Etsy
 38. Vanity chair-\$186.99 Overstock
 39. 1 55 inch TV- Panasonic \$1,299 Frye's
- Total Replacement Cost \$34,652**

CLARK COUNTY PROPERTY

Parcel # 177-33-510-012 Address 10550 PATRINGTON CT
 Prop City LAS VEGAS Zip Cd 89183-4562
 TN-RG-SE 22-61.0-33 Tax Dist ENTERPRISE-ARTSN-FR-911 ReAssd 2017
 Tot Value \$170,379 Land Use 1100010001/SPR Update 03/16/16
 GEO ID N2 NE4 22-61.0-33 Census Tract 28.41 Status

ASSESSOR DESCRIPTION
 File-Page: PS 0074-0004 Subdivision 2003/ DOMINION
 Assr Lot 79 Block 1 Phase
 Assr Apt Parcel Area 303 Bldg Unit
 Assr Desc DOMINION PHASE 1 PLAT BOOK 74 PAGE 4 Tract Outlot
 LOT 79 BLOCK 1

OWNER & DOC INFORMATION
 Owner Name HOLMES WILBERT R SEP PPTY TR ETAL DOC DATE 12/17/06 DOC NUMBER 2008121704474 DV MUL
 2nd Owner HOLMES WILBERT R TRS 04/01/97
 Address (S) 10550 / PATRINGTON / CT
 City LAS VEGAS State NV Zip Code 89183-4562
 Prev Owner WERNS DEL COVENTRY HOMES NEVAD
 Own Phone Tenant Phone

LAND & BUILDING INFORMATION
 Land Value \$33250 Irregular Add Parking Mulserve
 Front/Dpth Undrg Utl Rcp Area
 Acres 0.58 Str Paved Sidewalks Str Lights
 Lot Sqft 25245 View Metro Map 2.4- FS Curb Gutr
 Topography Act Yr Blt 2000
 Schools Eff Yr Blt 2000
 Shopping Cost Class AVG Landscaping
 Impr Value \$137,126 Area 303
 Type Style 2 STORY Carpet 80 % Tot Rooms 10
 Architect Ceramic TI 20 % Bedrooms 5
 Ext Wall FRM STUCCO Units Vinyl Tile Bathrooms 3.50
 Roof Matrl CONC TILE Home Auto Hardwood Family Rels 3
 Flooring CONC Security N Bl Refrig N Formal Din
 Heat System FORCE AIR Intermitt N Bl Micro Y Fireplaces 2
 Air Cond CENT COOL Range Fan Trash Cnpt N Garbg Disp
 Central Air Range Oven Dishwasher N

PROPERTY SUB-AREAS SQ FT
 Living Area 4813 First Flr 2475 Porch 1 Garage 872
 Building 1 4813 Second Flr 2340 Porch 2 Carport
 Total Bldg 8653 Abv Second Porch 3 Storage
 Approx Adcl Liv Area 4813 Approx Total Liv Area 4813
 Pool (Y) Basement F Paving 1 1/1500 Deck 324
 Fence Basement U Paving 2

EXTRA FEATURE INFORMATION
 Pool Heat Y Tennis Cts Frch/Pedo Sprinklr AVG
 Jacuzzi/Spa Y Trs Lights Frch Curver Sprinklr
 Deck Trs Fence Frch Deck Other
 Fence Oth

SALES & LOAN INFORMATION
 PRICE DATE TYPE PCT OWN GT
 Mls Sale
 County 1 \$411,000 11/01/99 R/RECORDED VALUE
 County 2 \$5,192,000 04/01/97 N/MULTIPLE PARCEL SALE
 County 3

LOAN AMOUNT LENDER TYPE INT TITLE
 TOTAL TAX TOTAL ASSED IMPRV LAND PERS PROP YEAR EXEMPTION
 Curr \$5378.67 \$170,379 \$127,129 \$33,250 2016
 Prev \$4492.59 \$163,737 \$130,487 \$33,250 2015 \$0
 T Rate 2.9328 Tot SA Del PP Codes
 Delinq 4 Transfer/R Deeded/R

INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED

04/01/16 9:54 AM

CLARK COUNTY PROPERTY

Parcel # 177-33-511-021 Address 10655 CHILLINGHAM DR
 TN-RG-SF 22-61.0-33 PropCity LAS VEGAS Zip Cd 89183-4623
 Tot Value \$164,188 Tax Dist ENTRPRS-ARTSN-FR-911 ReAssd 2017
 GEO ID N2 NE4 22-61.0-33 Land Use 1100810001/6FR Update 03/16/16
 Census Tract 28.41 Status

File-Page PS 0074-0074 ASSESSOR DESCRIPTION
 Assr Lot 115 Block 8 Subdivision 2003/ DOMINION
 Assr Apt Parcel Phase Bldg Unit
 Assr Desc DOMINION PHASE 2 PLAT BOOK 74 PAGE 74
 LOT 115 BLOCK 8

OWNER & DOC INFORMATION
 Owner Name ISAACS W BRADFORD ETAL DOC DATE 09/08/05 DOC NUMBER 2005090803314 DV MUL
 2nd Owner R 01/01/09
 Address (S) 10655/ CHILLINGHAM/ DR
 City LAS VEGAS State NV Zip Code 89183-4623
 Prev Owner DIER HONG QUAN

LAND & BUILDING INFORMATION
 Land Value \$33,250 Irregular Adq Parking
 FrontDpth Undry Util Rec Area
 Acres 0.81 Str Paved Sidewalks Str Lights
 Lot SqFt 22216 View Metro Map 84- FS Curb Gully
 Topography Act Yr Bld 1998
 Schools Bld Yr Bld 1998
 Shopping Cost Class AVG Landscaping
 Inspr Value \$130,938 Area 303
 Type Style 2 STORY Carpet 80 % Tot Rooms 10
 Architect Ceramic TI 20 % Bedrooms 5
 Ext Wall FRM STUCCO Units Vinyl Tile Bathrooms 3.50
 Roof Matl CONC TILE Home Auto Hardwood Family Rm 2
 Flooring CONC Security N Centr Vac N Formal Din 1
 Heat System FORCED AIR Intercom N Bl Refrig N Fireplaces 1
 Air Cond CENT COOL Range Fan Bl Micro Y Garbg Disp
 Control Air Range Oven Trash Cnpt N Dishwasher N

PROPERTY SUB-AREAS SQ-FT
 Living Area 4107 First Flr 2363 Porch 1 Garage 895
 Building 1 4107 Second Flr 1834 Porch 2 Catport
 Total Bldg 8052 Atch Second Porch 3 Storage
 Approx Addl Liv Area Approx Total Liv Area 4107
 Pool (Y) Basement F Paving 1 1/2800 Deck 600
 Fence Basement U Paving 2 1/2800

EXTRA FEATURE INFORMATION
 Pool Heater Y Tanks Cts Sprinkler LARGE
 Jamo/Sepi Y Trn Lights Prch/Patio Sprinkler
 Deck Trn Fence Prch Cover Sprinkler
 Fence Oth Prch Deck Other

SALES & LOAN INFORMATION
 PRICE DATE TYPE PCT OWN DT
 MLS Sale
 County 1 \$494,547 08/01/01 R/RECORDED VALUE
 County 2 \$294,580 01/01/99 R/RECORDED VALUE
 County 3

LOAN AMOUNT LENDER TYPE INT TITLE
 TOTAL TAX TOTAL ASSE IMPRV LAND PERM PROP YEAR EXEMPTION
 Curr \$4832.64 \$164,188 \$130,938 \$33,250 2015 \$ 0
 Prev \$4196.68 \$108,196 \$124,908 2015
 T Rate 2.9328 Tot SA Bal Transfer/R PP Codes
 Delinq

INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED

04/01/16 10:10 AM

CLARK COUNTY PROPERTY

Parcel # 177-33-518-645 Address 224 BETHWICK CIR
 Prop City LAS VEGAS Zip Cd 89183
 TN-RG-SE 22-61.0-33 Tax Dist ENTPRS-ARTSN-FR-911 ReAssd 2017
 Tot Value \$184,169 Land Use 1100010001/SFR Update 03/16/16
 GEO Id N2 NS4 22-61.0-33 Census Tract 28.41 Status

ASSESSOR DESCRIPTION

File-Page PB 0074-0004 Subdivision 2813/ DOMINION
 Assr Lot 63 Block 6 Phase Bldg Unit
 Assr Apt Parcel Area 303 Tract Outlot
 Assr Desc DOMINION PHASE 1 PLAT BOOK 74 PAGE 4
 LOT 63 BLOCK 6

OWNER & DOC INFORMATION

Owner Name SPILSBURY KEVIN J 2000 TRUST ETAL DOC DATE 03/01/10 DOC NUMBER 2010030103484 DV MUL
 2nd Owner WOODS R GLEN TRS %K SPILSBURY 04/09/03 2003040901180
 Address (D) / %K SPILSBURY
 City 224 BETHWICK State Zip Code 89183-4561
 Prev Owner CRESTLINE COMPANY L P
 Own Phone Tenant Phone

LAND & BUILDING INFORMATION

Land Value \$33250 Irregular Addg Parking Nuisance
 FrontDepth Under Util Rec Area
 Acres 0.63 Str Paved Sidewalks Str Lights
 Lot Sqft 27443 View Metro Map 84-PS Curb Cuttr
 Topography Act Yr Blt 2000
 Schools BFT Yr Blt 2000
 Shopping Cost Class AVG Landscaping
 Impr Value \$150,919 Carpet 80 % Area 363
 Type Style 2 STORY Ceramic TI 20 % Tot Rooms 10
 Architect Vinyl Tile Bathrooms 5
 Ext Wall FRM STUCCO Units Hardwood Bathrooms 3.50
 Roof Matl CONC TILE Home Auto Central Var. N Family Rm 3
 Flooring CONC Security SI BI Refrig N Formal Din
 Heat System FORCE AIR Intercom N BI Micro Y Fireplaces 2
 Air Cond CENT COOL Range Fan Trash Crpt. N Garbg Disp
 Central Air Range Oven Dishwasher N

PROPERTY SUB-AREAS (SQ FT)

LivingArea 4813 First Flr 2473 Porch 1 Garage 872
 Building 1 4813 Second Flr 2340 Porch 2 Carport
 Total Bldg 5685 Abv Second Porch 3 Storage
 Approx Addl Liv Area Approx Total Liv Area 4813
 Pool (Y) Basement B Parking 1 1/1600 Deck 1150
 Fence Basement U Paving 2

EXTRA FEATURE INFORMATION

Pool Heatr Y Tennis Cts /CONC Pch/Patio Sprinklr AVG
 Jacuz/Sap. Y Trs Lights Pch Cover Sprinklr
 Deck Trs Fence Pch Deck Other
 Fence Gth

SALES & LOAN INFORMATION

MLS Sale PRICE DATE TYPE PCT OWN DT
 County 1 \$352,000 08/01/02 R/RECORDED VALUE
 County 2 \$478,530 04/09/02 R/RECORDED VALUE
 County 3 \$352,000 08/10/02 R/RECORDED VALUE
 LOAN AMOUNT LENDER TYPE INT Q TITLE
 TOTAL TAX TOTAL ASSE IMPRV LAND PERS PROP YEAR EXEMPTION
 Curr \$3844.64 \$184,169 \$150,919 \$23,250 2016
 Prev \$3734.20 \$177,300 \$144,050 \$33,250 2015 \$ 0
 T Rate 2.8338 Tot SA Bld PP Codes
 Delling Transfer/H Domex/H

INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED

04/01/16 10:13 AM

4/2016



CONTACT AGENT

SAVE

GET UPDATES

SHARE

MORE

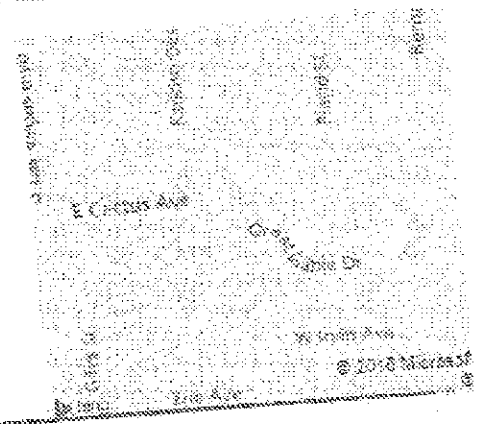
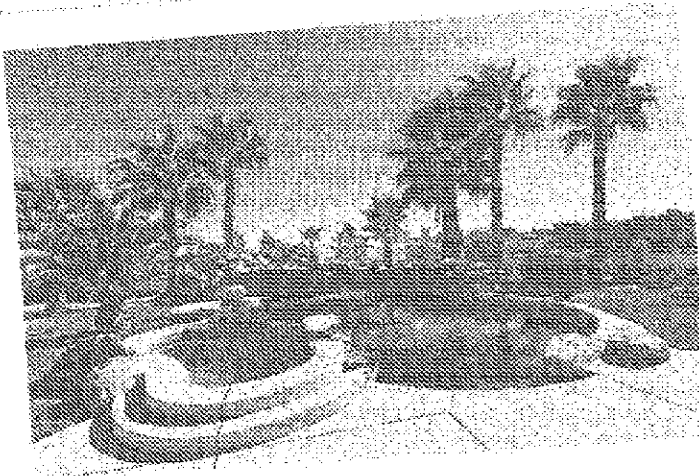
City, State, or Zip



Public View

Owner View

Nevada · Las Vegas · 89183 · Paradise · 10550 Patrington Court



10550
Patrington Ct,
Las Vegas, NV
89183

5 beds · 4.5 baths · 4,813 sqft

FOR SALE

\$624,900

Zestimate®

\$633,622

Est. Mortgage

\$2,322/mo



Get pre-qualified

Beautiful upscale large home on rare half acre lot in quiet gated community. Marble tiled flooring, natural rock 40ft by 20 ft swimming pool and spa, sports court, courtyard/natural rock fountain, jacuzzi bathtub in master bedroom with other extras. Property values on a solid increase in this area. This address can also be written as 10550 Patrington Court.

WHAT I LOVE ABOUT THE HOME

Spectacular Silverado Ranch home.
Incredible Private "Resort" style

CONTACT AGENT

Your Name

Phone

Email

I am interested in 10550 Parrington Ct, Las Vegas, NV 89183.

Contact Agent

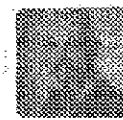
☐ I want financing information


Kimberly Panfil

☆☆☆☆☆ (0)

Recent sales
(702) 524-8020

LISTING AGENT



Robert Little Group

☆☆☆☆☆ (69)

57 Recent sales
(702) 534-4451

PREMIER AGENT



Becky Cordova

☆☆☆☆☆ (9)

13 Recent sales
(702) 919-6595

PREMIER AGENT



Tom Fraley

☆☆☆☆☆ (33)

15 Recent sales
(702) 692-6384

PREMIER AGENT

Learn how to appear as the agent above

	Subject Property	High	Low	Median	Average
Sale Price	\$411,500	\$425,000	\$397,500	\$595,000	\$620,125
Building Sq Ft	4,813	5,077	4,187	4,945	4,791
Price Per Sq Ft	\$85.50	\$192.19	\$78.29	\$127.32	\$131.28
Stories	2	2	2	2	2
Lot Sq Ft	35,265	26,136	21,216	22,433.5	23,304.75
Year Built	2000	1999	1998	1999	1999
Bedrooms	5	5	5	5	5
Total Baths	4	5	4	5	5
Distance (miles)		0.32	0.12	0.20	0.21
Total Assessment	\$506,914	\$574,243	\$517,914	\$595,358	\$550,717
Value Projected by Assessment	\$172,780				
Value Projected by Sq Ft	\$631,839				
RealAVM™(1)	\$630,683	\$755,620	\$505,870	\$668,057	\$649,706

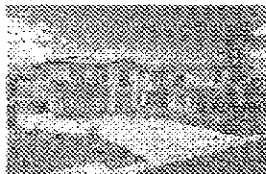
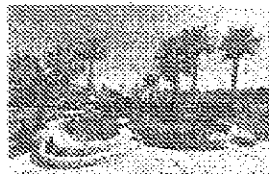
(1) Page 3-1017 is a *Darkwood*® default value and should not be used in lieu of an appraisal.

The data within this report is provided by third-party third-party sources. We warrant the accuracy of the data contained herein can be substantiated by the records of the respective third-party sources or their agents.

Generated on 08/24/2014
Page 1 of 2

Subject Property

Comparable 4



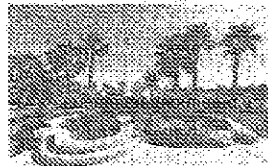
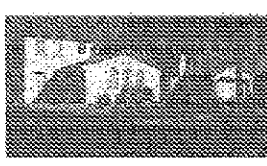
Address	19550 Pattingham Ct	19575 Chillingham Dr
Owner Name	Holmes Wilbert R Sep Ppty	Langlands Keith W
Parcel	177-33-510-012	177-33-511-020
Sale Date	06/18/1999	Tax: 07/02/2015 MLS: 07/17/2015
Sale Price	\$411,500	\$700,000
Building Sq Ft	4,813	5,077
Price Per Sq Ft	\$85.50	\$137.68
Bedrooms	5	5
Bathrooms (Total)	4	5
Bathrooms (Full)	3	4
Bathrooms (Half)	1	1
Lot Acres	0.58	0.51
Lot Sq Ft	25,265	21,216
Heat Type	Forced Air	Forced Air
Cooling Type	Central	Central
Annual Tax	\$5,379	\$5,192
Total Assessment	\$566,914	\$574,243
Year Built	2000	1999
Effective Year Built	2000	1999
Zoning	R-F	R-F
School District	3200060	3200060
Garage Type	Attached Garage	Attached Garage
Land Use - County	Resid-Single Family	Resid-Single Family
Stories	2	2
Exterior	Frame/Stucco	Frame/Stucco
Fireplaces	2	1
Floor Cover	Carpet	Carpet
Foundation	Concrete	Concrete
Pool	Pool	Pool
Condition	Average	Average
Quality	Average	Average
Subdivision	Dominion Ph 01	Dominion Ph 02
Township-Range-Section	22-61-33	22-61-33
Distance (miles)		0.32
MLS Listing #	1511304	1542869

Courtesy of Allen Shelton, Greater Las Vegas Assn of Realtors

This data within this report is compiled by Curtille from public sources and is provided, if desired, for the purpose of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Comparables

Generated on 07/15/2015
Page 2 of 3

Subject Property	Comparable 1	Comparable 2	Comparable 3	
				
Address	10550 Harrington Ct	10630 Habersham Ct	329 Hedgehope Dr	10770 Hawes End Ct
Owner Name	Holmes Wilbert R Sep Ppty	Varquez Rico	Isidro Albert K	Tracy Bret W
Parcel	177-33-510-012	177-33-510-026	177-33-511-048	177-33-610-002
Sale Date	06/18/1999	Tax: 12/09/2015 MLS: 01/28/2016	Tax: 10/16/1998 MLS: 03/18/2016	Tax: 08/17/2004 MLS: 03/18/2016
Sale Price	\$411,500	\$490,000	\$397,500	\$425,000
Building Sq Ft	4,813	4,187	5,077	4,813
Price Per Sq Ft	\$85.50	\$116.75	\$78.29	\$152.19
Bedrooms	5	5	5	5
Bathrooms (Total)	4	4	5	5
Bathrooms (Full)	3	3	4	4
Bathrooms (Half)	1	1	1	1
Lot Acres	0.58	0.51	0.52	0.6
Lot Sq Ft	25,265	22,216	22,651	26,135
Heat Type	Forced Air	Forced Air	Forced Air	Forced Air
Cooling Type	Central	Central	Central	Central
Annual Tax	\$5,379	\$4,978	\$4,092	\$5,165
Total Assessment	\$506,914	\$544,231	\$517,914	\$566,480
Year Built	2000	1998	1999	1998
Effective Year Built	2000	1998	1999	1998
Zoning	R-E	R-E	R-E	R-E
School District	3200060	3200060	3200060	3200060
Garage Type	Attached Garage	Attached Garage	Attached Garage	Built-In
Land Use - County	Resid-Single Family	Resid-Single Family	Resid-Single Family	Resid-Single Family
Stories	2	2	2	2
Exterior	Frame/Stucco	Frame/Stucco	Frame/Stucco	Frame/Stucco
Fireplaces	2	1	1	2
Floor Cover	Carpet	Carpet	Carpet	Carpet
Foundation	Concrete	Concrete	Concrete	Concrete
Pool	Pool	Pool	Pool	Pool
Condition	Average	Average	Average	Average
Quality	Average	Average	Average	Average
Subdivision	Dominion Ph 01	Dominion Ph 01	Dominion Ph 02	Dominion Ph 01
Township-Range-Section	22-61-33	22-61-33	22-61-33	22-61-33
Distance (miles)		0.12	0.16	0.24
MLS Listing #	1511904	1551803	1612623	1553314

Courtesy of Allen Shelton, Greater Las Vegas Area of Realtors

The data within this report is compiled and obtained from public and private sources. If desired, the accuracy of the data contained herein can be independently verified by the recipient of this report with the appropriate cost to be paid by the recipient.

Comparables

Generated on: 03/25/2016

Page 2 of 2



\$624,900

10550 Patrington Ct

Las Vegas, NV 89183

5 Bd 4 Ba 4,813 Sqft

Go See This Home

Map

Share

Save

Call

Mortgage: \$2,245/mo 

Est:\$710,333

Zipcode: 89183

Days on Movoto: 694

Year Built: 2000

HOA: \$66/month

\$/Sqft: \$130

RENTAL LEASE AGREEMENT

This Rental Lease Agreement (the "Agreement") is made by and between Wilbert R Holmes ("Homeowner") and Studio 11 films LLC/co Sharon Tomlinson "Guest") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at:
10550 PATRINGTON CT. LAS VEGAS NV 89183
The property is furnished and includes rental of ALL ITEMS AS PICTURED.

2. The rental guest shall consist of ADULTS OVER 21 YEARS OF AGE.

3. Maximum Occupancy: The maximum number of OVER NIGHT guests is limited to 8 family members.*

- * "Family" means no more than 8 unrelated individuals living together as a single housekeeping unit within a dwelling unit or one or more individuals related by blood, marriage, adoption, or guardianship.

4. Any entertainment events* on the property must be approved by home owner in advance.

*note: this is not a "PARTY HOUSE" rental. For residence purposes only.

5. The dates begins at after 1:00 PM July 1, 2016 (the "Check-in Date") and ends at

Rental Amount for 45 days**	\$5,000.00
Refundable Damage Deposit:	\$1,000.00
Total:	\$6,000.00

**** July 1, 2016 - August 15, 2016**

**** Billed resources** Electric, water and gas usage is metered on a daily basis. Use of these same during your stay will be charged to Studio 11 films LLC/co Sharon Tomlinson

*Refundable Damage Deposit based on Homeowner incurring no damages, losses or miscellaneous cost by guest.

ALSO REQUIRED:

\$5,000 Property coverage protection (PDP): \$99.00
vacation property damage insurance call CSA TRAVEL
INSURANCE 1 800 348-9505.....send copy of coverage to
WHOLMES711@AOL.COM

9. Cancellation Policy: If Guest wishes to cancel his/her reservation, money will not be refunded. We encourage all renters to purchase travelers insurance.

People other than those in the Guest party set forth may not stay overnight in the property. Any person on the property is the sole responsibility of Studio 11 films LLC/co Cameron H. Miller The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it

by 11:00AM August 15, 2016 (the "Checkout Date")

6. Minimum Stay: This property a 31 night stay PROPERTY. Longer minimum stays may be required during holiday periods. If this rental is OCCUPIED for less than 31 nights the guest will be charged FOR THE NIGHTS OCCUPIED plus penalty.
7. Guest agrees to abide by the Rental Rules attached as Exhibit A at all times while at the property and shall cause all members of the rental party and anyone else on the property to abide by the following rules at all times while at the property.
8. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner. If guest causes any disturbances or police are called to the property. Homeowners has the right to have guest leave property immediately and all monies are non-refundable.
9. The deposit is for damages shall be refunded within 5 business days after the Checkout date provided no deductions are made due to: *any negligent and accident cost incurred by Guest's stay.
9. If the premises appear out of order upon Check-in, shall inform Homeowner immediately for correction to be made.(agreement signing person must be first one inside the property to unlock and view the house.

Payment in full of the following charges shall be due by July 1, 2016

is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise. Keep the property and all furnishings in good order.

1. All taped areas are off limits/private for owner

3. No tampering or disconnection of security devices* or entertainment devices.

*Security devices include all visual alarm system apparatus

4. Remove shoes before walking on carpeting.

5. Pets are NOT allowed, unless approved by homeowner

6. **Parking:** is limited to 5 vehicles on property lot driveway only

7. Excess of 5 vehicles parking is permitted on the outside of the community gate

Any illegally parked cars are subject to towing; applicable fines/towing fees are

the sole responsibility of the vehicle owner.

8. **Housekeeping:** There is no daily housekeeping service. While linens and bath towels are included in the home, daily maid service is not included in the rental rate. We do not permit towels or linens or any household items to be taken from the property. Deposit used linens and towels to the laundry room after use.

9. **9. Pool/Hot Tub:** No person under the age of 18 permitted in the pool or hot tub at any time without strict adult supervision. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. No responsibility will be to the homeowner for any health problems or injuries due to pool or hot tub use. .

10. **DO NOT STAND ON THE HOT TUB OR POOL ROCKS. NO DIVING/ NO HORSEPLAY/NO USE OF ALCHOLIC BEVERAGES OR GLASSWARE IN OR AROUND THE POOL.**

Stay 3 feet away from Natural Rocks in Pool and Hot tub (JAGGED EDGES).

11. Fireplace: The fireplace is a non-vented propane gas log fired firebox. Please do not throw any paper or other combustible materials in the fireplace. Fireplaces are turned off, they are not operational during this time of the year.

12. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at any time. If it is found that feminine products have been flushed and clog system, you could be charged damages.

PLEASE RESPECT MY HOUSE, THANKYOU

The parties agree to the terms of this Rental Agreement, as evidenced by the signatures set forth below.

Homeowner: Wilbert R. Holmes

Wilbert R. Holmes

Guest: Studio 11 films LLC/co Sharon Tomlinson

Sharon Tomlinson

PLEASE ENCLOSE A COPY OF PICTURE ID

Date:6/23/2016

Thanks, and have a great Stay!

I, Sharon Tomlinson release the following information regarding the rental lease agreement and supporting payments made to Capucine Holmes.

Signature

Sharon Tomlinson

Signature

Sharon Tomlinson