

IN THE SUPREME COURT OF THE STATE OF NEVADA

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Elizabeth A. Brown
Clerk of Supreme Court

WILBERT R. HOLMES,
Appellant(s),

vs.

CAPUCINE Y. HOLMES,
Respondent(s),

Case No: D-15-523582-D

Docket No: 73291

RECORD ON APPEAL VOLUME 4

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

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MOTION

(Your name) WILBERT R HOLMES, in Proper Person, moves this Court for an order to enforce current court orders and for an order to show cause why the opposing party should not be held in contempt and punished accordingly for violating this court's order.

(☒ *check one*)

- ☒ I tried to resolve this issue with the other party before filing this motion.
- ☐ I did not try to resolve this issue with the other party before filing this motion. Any attempt to resolve the issue would have been useless or impractical because (*explain why you did not try to resolve this issue directly with the other party before filing this motion*)

POINTS AND AUTHORITIES LEGAL ARGUMENT

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

FACTS AND ARGUMENT

1. **Order.** The Court entered a written order on (*date of court order*) 04/06/2016. The order requires the other party to do the following: (*state exactly what the order requires the other party to do*):

PLAINTIFF WAS PAY ONE HALF OF APPRAISAL COST \$800. TO DEFENDANT ON LAST EVENDIARY HEARING DATE. COST THAT DEFENDENT WAS ORDRED TO PAY UPON BILLINGS FROM THE CERTIFIED APPRAISOR.

This requirement can be found in the order on page(s) _____, lines _____.

2. **Notice.** (☒ check one)

☒ The other party was served with a copy of the court order on (date the party was served with the order) , 04/06/2016.

☒ The other party knows about the court order because (explain how the other party is aware of the court order)

THE ORDER AS ISSUED VERBALLY BY JUDGE RENA HUGHES.
DEFENDANT HAD TO PAY FOR APPRAISAL TOTAL COST. PLAINTIFF HAD
TO REIMBURSE TO DEFENDANT ONE HALF OF ALL COST INVOLVED
UPON FINAL EVIDENTIARY HEARING.

3. **Violation.** The order is not being followed. The other party should be held in contempt for violating the order in the following ways: (state exactly what the other party is doing to violate the order. Be specific and include dates that the violations happened.)

PLAINTIFF CLAIMED INDIGENCY AT THE EVIDENTIARY HEARING 1/18/2017
AND COMMITTED PERJURY BY LISTING NO INCOME ON HER FINANCIALS.
PLAINTIFF HAS PROVEN, AS SHOWN IN THE ATTACHED IMAGES THAT SHE
HAS PLENTY OF INCOME TO SUPPORT HER LAVISH LIFESTYLE AND TO PAY
ME WHAT IS PAST DUE.

4. **Harm.** I am being harmed or will be harmed by the other party's violation in the following ways: (explain how the other party's violation is affecting you).

I AM BEING HARMED BY THE LOSSES INCURRED WHILE NOT HAVE THE
MONEY DUE ME, TO PAY MY MEDICAL BILLS. I HAVE HAD TO BORROW BY
PAWNING PERSONALLY OWNED ITEMS AT HIGH INTEREST RATES. THOSE
COST IN INTEREST RATES EXCEED \$800.

5. **Money Due / Arrears.** A Schedule of Arrears must be filed to support any request for unpaid money. (☒ *check all that apply*)

☐ The violation of the court order does not have to do with unpaid money.

☐ The other party owes me for unpaid child support. The other party has not paid a total of \$_____ in child support. This amount should be reduced to judgment.

☐ The other party owes me for unpaid spousal support. The other party has not paid a total of \$_____ in spousal support. This amount should be reduced to judgment.

☒ The other party has not paid me other amounts owed (*Explain how much money the other party owes you and why*):

ONE HALF OF APPRAISAL COST	\$600.00
ONE HALF OF COURT APPEARANCE BY APPRAISOR	400.00
ONE HALF OF INTEREST CHARGED FOR LOAN TO FINANCE THE APPRAISA (STILL ONGOING).....	900.00
TOTAL DUE DEFENDANT TO DATE.....	\$1,400.00

This amount should be reduced to judgment.

6. **Financial Disclosure Form ("FDF") Certification.** (☒ *check one*)

☐ This motion does not have anything to do with money or financial relief.

☐ I understand that I must file my FDF within 2 judicial days of filing this motion to support my request for financial relief. Failure to file a timely, complete, and accurate FDF may result in the court ruling against me and/or imposing sanctions.

☒ I filed a Financial Disclosure Form in the last 6 months and have no changes to report.

7. **Wage Garnishment / Withholding.** (☒ *check one*)

☐ A wage garnishment should be issued against the other party for payment of future child support and/or spousal support.

☐ A wage garnishment is not requested.

8. **Enforcement.** I would like the Court to issue any orders necessary to effectuate compliance with the court order.

9. **Other Relief.** In addition to the relief requested above, I would like the Court to also order the following: *(Explain anything else that you would like the judge to order, or enter "N/A" if you do not want anything else. Be specific.)*

INDIVIDUAL INCOME TAX RETURNS FOR PLAINTIFF OF YEARS ENDING
2015 AND 2016

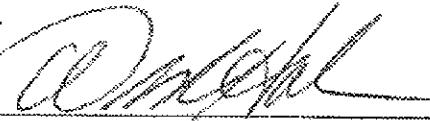
I respectfully ask the Court to grant me the relief requested above, including an award of attorney's fees if I am able to retain an attorney for this matter, and any other relief the Court finds appropriate.

DATED

2/6

, 2017.

Submitted By: *(your signature)*



(print your name)

WILBERT R HOLMES

**DECLARATION IN SUPPORT OF MOTION FOR AN ORDER TO ENFORCE AND/OR
FOR AN ORDER TO SHOW CAUSE REGARDING CONTEMPT**

I declare, under penalty of perjury:

1. **Order.** The Court entered a written order on *(date of court order)* 04/06/2016. The order requires the other party to do the following: *(state exactly what the order requires the other party to do)*:

PLAINTIFF WAS PAY ONE HALF OF APPRAISAL COST \$800. TO DEFENDANT ON LAST EVIDENTIARY HEARING DATE. COST THAT DEFENDANT WAS ORDERED TO PAY UPON BILLINGS FROM THE CERTIFIED APPRAISOR.

This requirement can be found in the order on page(s) _____, lines _____.

2. **Notice.** (☒ *check one*)

☐ The other party was served with a copy of the court order on *(date the party was served with the order)* 04/06/2016.

☐ The other party knows about the court order because *(explain how the other party is aware of the court order)*

THE ORDER AS ISSUED VERBALLY BY JUDGE RENA HUGHES.
DEFENDANT HAD TO PAY FOR APPRAISAL TOTAL COST. PLAINTIFF HAD
TO REIMBURSE TO DEFENDANT ONE HALF OF ALL COST INVOLVED
UPON FINAL EVIDENTIARY HEARING.

3. **Violation.** The order is not being followed. The other party should be held in contempt for violating the order in the following ways: *(state exactly what the other party is doing to violate the order. Be specific and include dates that the violations happened.)*

PLAINTIFF CLAIMED INDIGENCY AT THE EVIDENTIARY HEARING 1/18/2017
AND COMMITTED PERJURY BY LISTING NO INCOME ON HER FINANCIALS.
PLAINTIFF HAS PROVEN, AS SHOWN IN THE ATTACHED IMAGES THAT SHE
HAS PLENTY OF INCOME TO SUPPORT HER LAVISH LIFESTYLE AND TO PAY
ME WHAT IS PAST DUE.

4. **Harm.** I am being harmed or will be harmed by the other party's violation in the following ways: *(explain how the other party's violation is affecting you)*.

I AM BEING HARMED BY THE LOSSES INCURRED WHILE NOT HAVE THE MONEY DUE ME, TO PAY MY MEDICAL BILLS. I HAVE HAD TO BORROW BY PAWNING PERSONALLY OWNED ITEMS AT HIGH INTEREST RATES. THOSE COST IN INTEREST RATES EXCEED \$800.

5. **Money Due / Arrears.** A Schedule of Arrears must be filed to support any request for unpaid money. (☒ *check all that apply*)

- ☐ The violation of the court order does not have to do with unpaid money.
- ☐ The other party owes me for unpaid child support. The other party has not paid a total of \$_____ in child support. This amount should be reduced to judgment.
- ☐ The other party owes me for unpaid spousal support. The other party has not paid a total of \$_____ in spousal support. This amount should be reduced to judgment.
- ☒ The other party has not paid me other amounts owed *(Explain how much money the other party owes you and why):* _____

ONE HALF OF APPRAISAL COST\$800.00
ONE HALF OF COURT APPEARANCE BY APPRAISOR400.00
ONE HALF OF INTEREST CHARGED FOR LOAN TO
FINANCE THE APPRAISA (STILL ONGOING)..... 400.00
TOTAL DUE DEFENDANT TO DATE\$1,400.00

This amount should be reduced to judgment.

6. **Wage Garnishment / Withholding.** (☒ *check one*)

- ☐ A wage garnishment should be issued against the other party for payment of future child support and/or spousal support.
- ☐ A wage garnishment is not requested.

7. **Enforcement.** I would like the Court to issue any orders necessary to effectuate compliance with the court order.

8. **Other Relief.** In addition to the relief requested above, I would like the Court to also order the following: *(Explain anything else that you would like the judge to order, or enter "N/A" if you do not want anything else. Be specific.)* _____

INDIVIDUAL INCOME TAX RETURNS FOR PLAINTIFF OF YEARS ENDING
2015 AND 2016

9. Any Exhibit(s) in support of this Motion will be filed separately in an Exhibit Appendix.

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

DATED 2/6, 2017.

Submitted By: *(your signature)* _____

(print your name) WILBERT R HOLMES

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

CAPUCINE Y HOLMES

Plaintiff/Petitioner

V.

WILBERT R HOLMES

Defendant/Respondent

Case No. D 155-523585 D

Dept. J

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below.

- ☐ **\$25** The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
- OR-
- ☐ **\$0** The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
- ☒ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
 - ☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
 - ☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
 - ☐ Other Excluded Motion (must specify) _____.

Step 2. Select the \$0, \$129 or \$57 filing fee in the box below.

- ☐ **\$0** The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
- ☒ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
 - ☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
- OR-
- ☐ **\$129** The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
- OR-
- ☐ **\$57** The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

Step 3. Add the filing fees from Step 1 and Step 2.

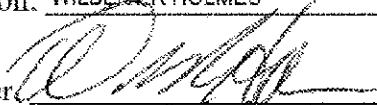
The total filing fee for the motion/opposition I am filing with this form is:

☒ \$0 ☐ \$25 ☐ \$57 ☐ \$82 ☐ \$129 ☐ \$154

Party filing Motion/Opposition: WILBERT R HOLMES

Date 2/6/2017

Signature of Party or Preparer



EPAP

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,

VS.

WILBERT R HOLMES

Defendant.

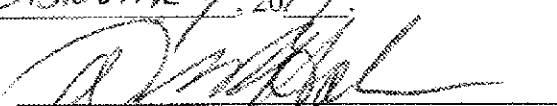
CASE NO.: D 155-523585 D

DEPT: J

EX PARTE APPLICATION FOR AN ORDER TO SHOW CAUSE

(Your name) WILBERT R HOLMES, in Proper Person, moves this Court for an ex parte order to show cause why the opposing party should not be held in contempt. This application is based on the pleadings and papers on file and the declaration attached to this application.

DATED this (day) 6th day of (month) FEBRUARY, 2017.

Submitted By: (your signature) 

(print your name) WILBERT R HOLMES

**DECLARATION IN SUPPORT OF EX PARTE APPLICATION FOR AN ORDER TO
SHOW CAUSE**

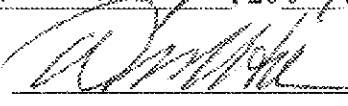
I declare, under penalty of perjury:

1. I am the moving party in this action. I have personal knowledge of the facts contained in the Motion and in this Declaration and I am competent to testify to the same.
2. I filed a Motion for an Order to Enforce and/or for an Order to Show Cause Regarding Contempt on *(date you filed the motion)* 2/6/2017. The memorandum of points and authorities, legal arguments, and factual statements contained in the Motion for an Order to Enforce and/or for an Order to Show Cause Regarding Contempt and in the Declaration are incorporated here as if set forth in full.
3. I am requesting the Court issue an Ex Parte Order to Show Cause because:
I DEFENDANT IS TRULY LOW INCOME AND BEHIND IN REQUIRED LIVING EXPENSES.

4. This Ex Parte Application for an Order to Show Cause is made in good faith.

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

DATED this 6th day of February, 2017.

Submitted By: *(your signature)* 

(print your name) WILBERT R HOLMES

OSC

Your 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,

vs.

WILBERT R HOLMES

Defendant.

CASE NO.: D 155-523585 D

DEPT: J

DATE OF HEARING: _____

TIME OF HEARING: _____

ORDER TO SHOW CAUSE

The Court, having reviewed the moving party's Motion for an Order to Show Cause, the papers and pleadings filed, and relevant testimony, hereby finds that there is good cause to grant the moving party an Order to Show Cause.

IT IS HEREBY ORDERED that (*name of opposing party*) MARSHA KIMBLE-SIMMS shall appear 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.

to show cause, if any, why the party should not be held in contempt of this Court for:

1. Failure to obey this Court's order entered on (*date of order*) _____ by _____ (*summarize what the other party is doing to violate that order*) _____

**FALSIFIED, PERJURED FINANCIALS REQUIRED IN PRE TRIAL
MEMORANDUM**

on (*date that the violation occurred*) 1/18/2017

2. Failure to obey this Court's order entered on (date of order) _____ by
(summarize what the other party is doing to violate that order)

on (date that the violation occurred) _____.

3. Failure to obey this Court's order entered on (date of order) _____ by
(summarize what the other party is doing to violate that order)

on (date that the violation occurred) _____.

4. Failure to obey this Court's order entered on (date of order) _____ by
(summarize what the other party is doing to violate that order)

on (date that the violation occurred) _____.

5. Failure to obey this Court's order entered on (date of order) _____ by
(summarize what the other party is doing to violate that order)

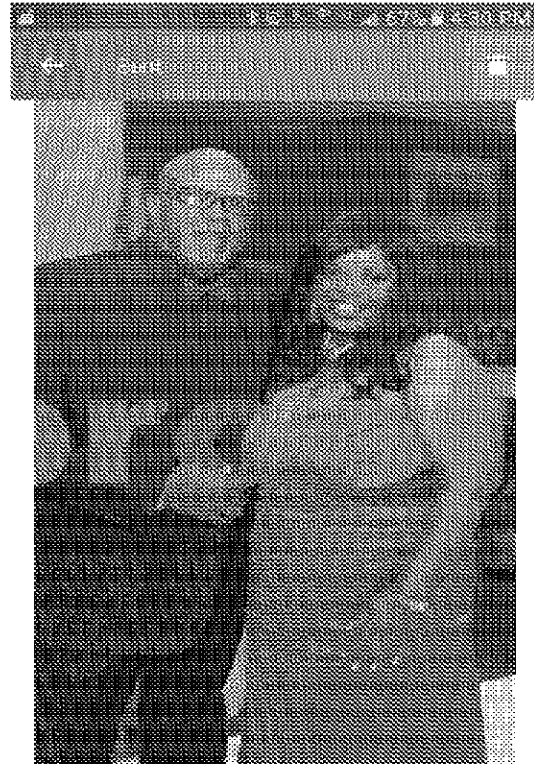
on (date that the violation occurred) _____.

DATED this 6th day of FEBRUARY 2017.

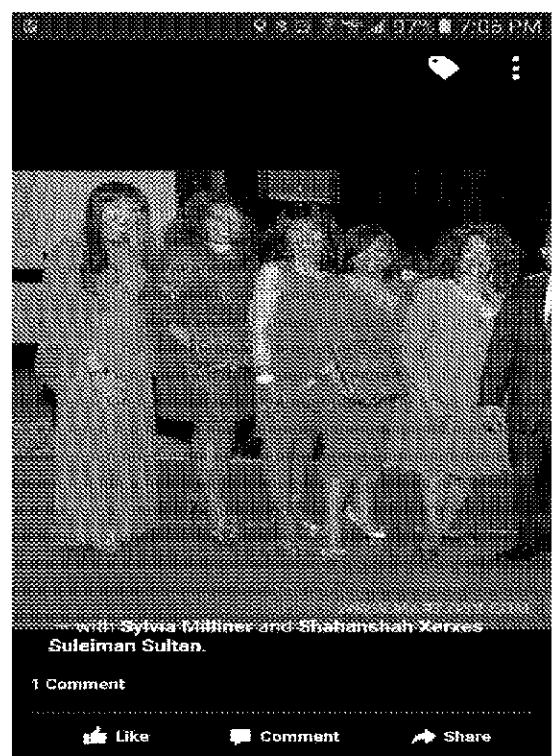
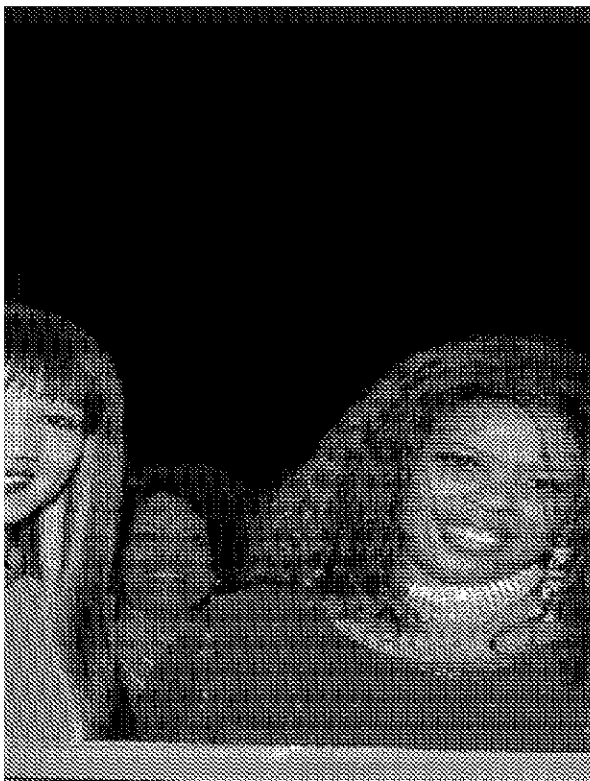
DISTRICT COURT JUDGE

Submitted By: (your signature) ▶

(print your name) WILBERT R HOLMES



THIS IS JUST ONE OF MANY UPSCALE EXPENSIVE FUNCTIONS PLAINTIFF ATTENDS



WEEKLY INCLUDING EXTENSIVE TRAVEL..... WITH NO INCOME???

From: Marsha Kimble-Simms <simmslawfirm@aol.com>

To: wholmes711 <wholmes711@aol.com>

Subject: RE: \$600.00 PAST DUE

Date: Sat, Feb 4, 2017 9:47 am

I will forward the message.

Thank you.

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

On Saturday, February 4, 2017 wholmes711 <wholmes711@aol.com> wrote:

Ms Simms,

Inform your client I will making an attempt to collect from her \$600.00. The one half due from the court required appraisal. Also collectable as of the last hearing as you both know.

I expect it to be paid immediately by deposit into my WELLS FARGO bank account that is listed on my financial details for the court, you have it:

WILBERT R HOLMES

Account no 5686 741 959

10550 PATRINGTON CT.

LAS VEGAS NEVADA 89183

If not deposited by 4pm pst time tommorrow

I will be forced to use other collection methods. If any questions or concerns, call me.

Wilbert R Holmes

MY REQUEST FOR PAYMENT

From: Marsha Kimble-Simms <simmslawfirm@aol.com>

To: wholmes711 <wholmes711@aol.com>

Subject: RE: STAMPED COPY

Date: Sat, Feb 4, 2017 1:35 pm

You soon to be ex-wife is destitute. You know she has no money. Why waste you time???

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

On Wednesday, January 18, 2017 wholmes711 <wholmes711@aol.com> wrote:
FOR YOUR RECORDS.....SEE THE STAMPED COPY FILED.....ON TIME.

REPLY FROM ATTORNEY
MARSHA KIMBLE SIMMS

Heavenly Sign
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

* * * *

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

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

CLERK OF THE COURT'S NOTICE OF CHANGE OF HEARING

The hearing on for the Motion to Enforce that was set for 03/08/2017 at 3:00 am has been moved to the 6th day of April, 2017, at 9:00 AM. In Department J with Judge Hughes.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: _____

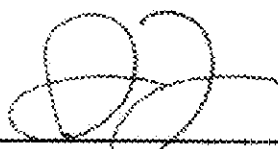
Irina Fumo
Irina Fumo,
Deputy Clerk of the Court

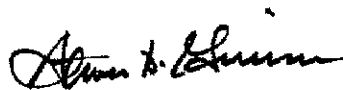
1
2
3 **CERTIFICATE OF SERVICE**

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

7 Marsha Kimble-Simms
8 2560 W Brooks AVE STE 101
9 North Las Vegas, NV 89032

10 Wilbert Roy Holmes
11 10550 Patrington CT
12 Las Vegas, NV 89183

13
14
15
16

17 Irmina Fumo,
18 Deputy Clerk of the Court



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 15-523582 D

vs.

DEPT: J

WILBERT R HOLMES

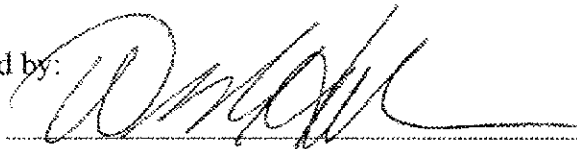
Defendant

PROPERTY DETAIL REQUIRED

Title of Document

Respectfully submitted by:

(Your signature)



(Your name)

WILBERT R HOLMES

☐ Plaintiff / ☒ Defendant In Proper Person


FEBRUARY 10, 2017

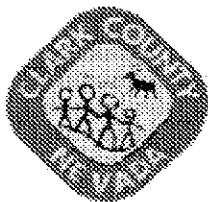
DEAR JUDGE HUGHES,

PLEASE SEE THE FOLLOWING DOCUMENTS WHICH WERE REQUIRED
TO BE SUBMITTED TO FINALIZE DIVORCE CASE D 15-523582 D

THE COURTS EXPEDITE ATTENTION TO END THIS GRUELING MATTER
WILL BE GREATLY APPRECIATED AND RESPECTED.

SINCERELY,


WILBERT R. HOLMES

**Clark County Recorder's Office**

Record Date: 11/30/1999 3:44 PM
Number of Pages: 2
Book Type: OR
Document Type: (D) DEED
Grantor: DEL DEBB'S CONVENTRY HOMES OF NEVAD
Grantee: HOLMES, WILBERT R
Total Value: \$411,088.00
Parcel #: 177-33-510-012

From: wholmes711 <wholmes711@aol.com>

To: wholmes711 <wholmes711@aol.com>; simmslawfirm <simmslawfirm@aol.com>

Subject: Re: No Subject

Date: Fri, Feb 10, 2017 2:32 am

Attachments: Screenshol_20170210-023130.jpg (345K)

More on page 2

Sent from AOL Mobile Mail

On Thursday, February 9, 2017 wholmes711 <wholmes711@aol.com> wrote:
IS THIS WHAT YOU ARE LOOKING FOR?

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

From: Marsha Kimble-Simms <simmslawfirm@aol.com>

To: wholmes711 <wholmes711@aol.com>

Sent: Thu, Feb 9, 2017 7:11 pm

Subject: RE: No Subject

Do not know what you are speaking of. However, if you have the original escrow paper work. Please give it to the Judge, otherwise we are waiting for Escrow company to provide that information.

Thank you.

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

On Thursday, February 9, 2017 wholmes711 <wholmes711@aol.com> wrote:

Why are you delaying the divorce?

Do I have to retain an attorney at this point?

Legal Aid had approved a Pro Bono attorney for me if necessary.

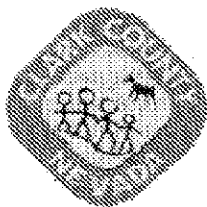
Please respond

1 Attached Images

row No. 97109979-046 ✓

en recorded, mail to:

Robert R. Holmes
550 Patrington Court
Las Vegas, Nevada 89123

**Clark County Recorder's Office**

Record Date: 11/30/1999 3:44 PM
Number of Pages: 2
Book Type: OR
Document Type: (D) DEED
Grantor: DEL DEBB'S CONVENTRY HOMES OF
NEVAD
Grantee: HOLMES, WILBERT R
Total Value: \$411,088.00
Parcel #: 177-33-510-012

19991130
02175

State of Nevada
Declaration of Value

1. Accessor Parcel Number(s)

- a) 177-33-510-012
b)
c)
d)

2. Type of Property:

- a) ☐ Vacant Land
b) ☒ Single Fam. Res.
c) ☐ Condo/Townhome
d) ☐ 2-4 Plex
e) ☐ Apt. Bldg.
f) ☐ Commercial
g) ☐ Agricultural
h) ☐ Mobile Home
i) ☐ Other

FOR RECORDER'S USE ONLY

Documentation Reviewed By:

Type of Documentation: Settlement

Assessor's Tag: Statement

Recording Deputy:

3. Total Value/Sales Price of Property:

\$ 411,088.00

Deduct Assessed Liens and/or Encumbrances

(0)

(Recording information on assumed amounts: Book/Instrument#)

4. Taxable Value (per NRS 375.010, Section 2):

\$ 411,088.00

Real Property Transfer Tax Due:

\$ 2,055.44

If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: NAC 375, Section

b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: %

The undersigned Seller (Grantor) Buyer (Grantee), declare(s) and acknowledge under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the allowance 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 12% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

SELLER (GRANTOR) INFORMATION

Seller Signature: [Signature]
Print Name: R. Wayne Harrison
Address: 11500 S. Eastern Avenue
City: Henderson
State: Nevada Zip: 89012
(Optional) Telephone (702): 914-4780
Capacity: Builder

BUYER (GRANTEE) INFORMATION

Buyer Signature: [Signature]
Print Name: Wilbert R. Holmes
Address: 10550 Patrington Court
City: Las Vegas
State: Nevada Zip: 89123
(Optional) Telephone: ()
Capacity: married man

COMPANY REQUESTING RECORDING:

Company Name: United Title of Nevada
(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

AM & R.P.T.T. \$ 1-000.00

APN 177-33-510-012 GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

DEL WEBB'S COVENTRY HOMES OF NEVADA INC., AN ARIZONA CORPORATION

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.

APN 177-33-510-012

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 tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

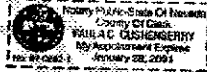
Witness my own hand(s) this 18th day of June, 1999.

SELLERS:

DEL WEBB'S COVENTRY HOMES OF NEVADA INC.
AN ARIZONA CORPORATION

By:

R. Wayne Mermuth, Authorized Agent



STATE OF NEVADA)
COUNTY OF Clark) ss

Escrow No. 97109979-046

When recorded, mail to:

On this June 18, 1999

appeared before me, a Notary Public,

R. Wayne Mermuth

Wilbert R. Holmes
10550 Pattington Court
Las Vegas, Nevada 89123

personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument, who acknowledged that he/she/they executed the instrument for the purposes therein contained.

Paula C. Gishenger
Notary Public

My commission expires: 1-28-2001

19991130
02175

Exhibit A

Parcel I:

Lot Seventy Nine (79) in Block One (1) as shown on the final map of DOMINION PHASE ONE, as shown by map thereon file in Book 74 of Plans, 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.

ASSESSOR'S COPY

CLARK COUNTY, NEVADA
AUDITHA A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
UNITED TITLE OF NEVADA
11-30-1999 15:44 FEB 2
BOOK: 991130 PAGE: 02175
FEE: \$ 00 PRY: 1,000.75


CLERK OF THE COURT

AOS
Your Name: WILBERT R HOLMES
Address: 10550 PATRINGTON CT.
LAS VEGAS NV 89183
Telephone: 702 281 5752
Email Address: WHOLMES711@AOL.COM
Self-Represented

**DISTRICT COURT
CLARK COUNTY, NEVADA**

CAPUCINE Y. HOLMES
Plaintiff,

vs.

WILBERT R HOLMES
Defendant.

CASE NO.: D155235582D

DEPT: J

AFFIDAVIT OF SERVICE

(this form is to be completed by the person who serves the documents)

I, (name of person who served the documents) WILLIAM R. MILLER, declare
(complete EVERY SECTION below):

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 (name of the party who asked you to serve the documents) WILBERT R HOLMES. (☒ check one)
☒ I know this person because (describe how you know the person, for example, "we work together," "roommates" etc.) WE WORK TOGETHER.
☐ I do not know the person above.
3. **What Documents You Served.** I served a copy of the (☒ check all that apply)
☐ Complaint for _____
☐ Summons
☐ Joint Preliminary Injunction
☒ Other: ORDER SHORTENING TIME

4. **Who You Served.** I served the (☒ check one)

☒ Plaintiff

☐ Defendant

5. **When You Served.** I personally served the documents on (date you served the documents) (month) FEBRUARY (day) 14, 2017 at the hour of (time) _____: _____ ☐ a.m. ☐ p.m.

6. **Where You Served.** I personally delivered and left the documents with (☒ check one)

☐ **The Party to the Case.** I served the documents on the party at the location below. (complete the details below)

MARSHA KIMBALL-SIMMS

Name of Person Served

simmslawfirm@aol.com

Address Where Served

City, State, Zip Code

☐ **A Person Who Lives with the Party.** This is a person of suitable age and discretion who lives with the party. (complete the details below)

Name of Person Served

Address Where Served

City, State, Zip Code

7. 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 (month) 2 (day) 14, 20 17.

Server's Signature: ▶ [Signature]

Server's Printed Name: William R. Miller

Residential / Business Address: 2005 PINION SPRINGS

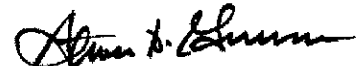
City, State, Zip: HENDERSON NV 89074

Server's Phone Number: 313 595 9425

EXMT

Electronically Filed
02/14/2017 03:49:40 PM

Your Name: WILBERT R HOLMES
Address: 10550 PATRINGTON CT.
LAS VEGAS NV 89183
Telephone: 702 281 5752
Email Address: WHOLMES711@AOL.COM
Self-Represented


CLERK OF THE COURT

**DISTRICT COURT
CLARK COUNTY, NEVADA**

CAPUCINE Y. HOLMES
Plaintiff,

vs.

WILBERT R HOLMES
Defendant.

CASE NO.: D155235582D

DEPT: J

EX PARTE MOTION FOR AN ORDER SHORTENING TIME

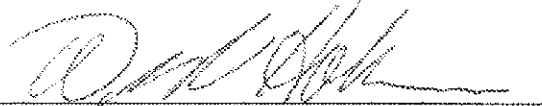
☐ Plaintiff / ☒ Defendant, (your name) WILBERT R HOLMES

in proper person, hereby files an Ex Parte Motion for an Order Shortening Time pursuant to EDCR 5.513, and requests that this Court shorten the time in which to hear the (title of the upcoming hearing) 02/06/2017 Motion to Enforce DEFENDANT'S MOTION TO ENFORCE/SHOW CAUSE.

This application is based upon the pleadings and papers on file and the declaration of Movant attached to this motion.

DATED 2/14/, 2017.

Submitted By: (your signature)



(print your name) WILBERT R HOLMES

**DECLARATION IN SUPPORT OF EX PARTE MOTION FOR AN ORDER
SHORTENING TIME**

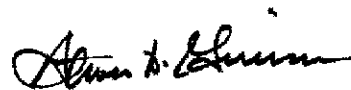
I declare, under penalty of perjury:

1. I am the Movant in this case. I have personal knowledge of the facts contained herein and am competent to testify to these facts.
2. There is a hearing scheduled for (*current court date*) 4/6/2017 at
(*time of hearing*) 9 AM.
3. (☒ *check one*)
 - ☒ The other party was already served with a copy of the underlying motion on which the hearing is based. The motion was served (☒ *check one*) ☒ by mail /
☐ by personal service on (*date of service*) _____.
 - ☐ The other party HAS NOT been served with a copy of the motion yet. **I understand emergency hearings are not normally granted until the other party is served with the motion.** The judge should consider my request without waiting for the other party to be served because (*explain why you need the judge to consider your request before the other party is served*)
4. There is an emergency that cannot wait until the regular court date to be heard. The emergency is: (*explain why you need the judge to hear your case quickly*)
As listed in the original motion, I am past due for reimbursement of court ordered funds to be paid to me by the plaintiff. Where the plaintiff submitted fraudulent financial documents to the court (perjury, contempt). Also I am very dependent on the reimbursement to pay medical bills and living expenses that has accrued unpaid. I am currently undergoing treatment for a BRAIN TUMOR as listed in the original filing. Of course this matter should be heard immediately...not two months from now 4/6/2017.
5. This Ex Parte Motion for an Order Shortening Time is made in good faith.
6. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED 2/14/ _____, 20 17.

Submitted By: (*your signature*)

(*print your name*) WILBERT R HOLMES



CLERK OF THE COURT

DOC

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

DOCUMENT OF PROPERTY SETTLEMENT STATEMENT PURCHASE SHEET

COMES NOW Plaintiff CAPUCINE YOLANDA HOLMES, by and through her attorney
MARSHA KIMBLE-SIMMS, ESQ., of the SIMMS LAW FIRM, LLC, and files this Document
of Property Settlement Statement Purchase Sheet 10550 Patrington Ct, Las Vegas Nevada 89139.

DATED this 16 day of February, 2017.

/S/

MARSHA KIMBLE-SIMMS, ESQ.

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SETTLEMENT STATEMENT

UNITED TITLE OF NEVADA
3980 Howard Hughes Parkway
Las Vegas, NV 89109

B. TYPE OF LOAN

OMB No. 2502-0265

1. ☐ FHA 2. ☐ FMHA 3. ☒ CONV. UNINS.
4. ☐ VA 5. ☐ CONV. INS.

6. ESCROW FILE NUMBER:
97109579-048 PCC

7. LOAN NUMBER:
002200234374

8. MORTGAGE INSURANCE CASE NUMBER:

ESTIMATED - Figures subject to change

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "P.O.C." were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Wilbert R. Holmes

ADDRESS OF BORROWER: 22311 Laselma
Southfield, MI 48075

E. NAME OF SELLER: Del Webb's Coventry Homes of Nevada Inc.

ADDRESS OF SELLER: 11500 S. Eastern Avenue
Henderson, Nevada 89012

F. NAME OF LENDER: CITech Funding Corporation
ADDRESS OF LENDER: 3200 Park Center Drive #150
Costa Mesa, CA 92626

G. PROPERTY LOCATION: 10550 Pahrington Court
Las Vegas, NV 89123
Clark 177-33-510-012
Lot 79 Block 1 of Dominion Phase One

H. SETTLEMENT AGENT: United Title of Nevada
PLACE OF SETTLEMENT: 3980 Howard Hughes Parkway, Las Vegas, NV 89109

I. SETTLEMENT DATE: 11/23/1999

PROGATION DATE: 11/23/1999

FUNDING DATE:

J. SUMMARY OF BORROWER'S TRANSACTION

K. SUMMARY OF SELLER'S TRANSACTION

100. Gross Amount Due From Borrower:

101. Contract Sales Price 411,086.00
102. Personal Property
103. Settlement charges to Borrower (line 1400) 4,274.43
104.
105.

Adjustments For Items Paid by Seller in Advance:

106. City/Town Taxes
107. County Taxes 11/23/99-01/01/00 41.60
108. Assessments
109.
110.
111.
112.
113.
114.
115.

120. Gross amount due from borrower: 415,404.23

200. Amounts Paid by or in behalf of Borrower:

201. Deposit or earnest money
202. Principal amount of new loan(s) 240,000.00
203. Existing loan(s) taken subject to
204.
205.
206. Earnest money/prepaid options 19,108.00
207. Credit for prepaid flooring 663.00
208.
209.

Adjustments For Items Unpaid By Seller:

210. City/Town Taxes
211. County Taxes
212. Assessments
213.
214.
215.
216.
217.
218.
219.

220. Total Paid by/for Borrower: 259,771.00

300. Cash at settlement from/to Borrower:

301. Gross amount due from Borrower (line 120) 415,404.23
302. Less amount paid by/for Borrower (line 220) 259,771.00
303. Cash FROM Borrower: 155,633.23

400. Gross Amount Due To Seller:

401. Contract Sales Price
402. Personal Property
403.
404.
405.

Adjustments For Items Paid by Seller in Advance:

406. City/Town Taxes
407. County Taxes
408. Assessments
409.
410.
411.
412.
413.
414.
415.

420. Gross Amount Due to Seller:

500. Reductions in Amount Due to Seller:

501. Excess deposit (see instructions)
502. Settlement charges to Seller (line 1400)
503. Existing loans; taken subject to
504. Payoff of first mortgage loan
505. Payoff of second mortgage loan
506.
507.
508.
509.

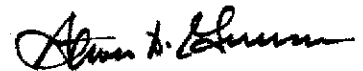
Adjustments For Items Unpaid By Seller:

510. City/Town Taxes
511. County Taxes
512. Assessments
513.
514.
515.
516.
517.
518.
519.

520. Total Reductions in Amount Due Seller:

600. Cash at Settlement to/from Seller:

601. Gross amount due to Seller (line 420)
602. Less reductions in amount due Seller (line 520)
603. Cash



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 15-523582 D

vs.

DEPT: J

WILBERT R HOLMES

Defendant

BUYER SETTLEMENT STATEMENT

Title of Document

Respectfully submitted by:

(Your signature)

(Your name)

WILBERT R HOLMES

☐ Plaintiff / ☒ Defendant In Proper Person

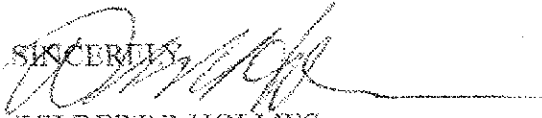
FEBRUARY 16, 2017

DEAR JUDGE HUGHES,

PLEASE SEE THE FOLLOWING DOCUMENTS WHICH WERE REQUIRED
TO BE SUBMITTED TO FINALIZE DIVORCE CASE D 15-523582 D

THE COURTS EXPEDITE ATTENTION TO END THIS GRUELING MATTER
WILL BE GREATLY APPRECIATED AND RESPECTED.

SINCERELY,


WILBERT R. HOLMES

Buyer(s)/Borrower(s): Wilbert R. Holmes

Lender: DiTech Funding Corporation

Loan #: 002200234374

Property: 10550 Pattrington Court
Las Vegas, NV 89123

Description	Debit	Credit
TOTAL CONSIDERATION: Total Consideration	411,088.00	
NEW AND EXISTING ENCUMBRANCES: New Loan from DiTech Funding Corporation		240,000.00
NEW LOAN CHARGES: Loan Discount to DiTech Funding Corporation	3,550.00	
Prepaid interest to DiTech Funding Corporation @ \$50.00 per day from 11/29/1999 to 12/1/1999	100.00	
Hazard Insurance Premium for 1 yr. year(s) to A Dependable Insurance (Buyer POC 1,189.00)	(668.70)	
Lender credit for costs	198.00	
3rd & 4th qtr. 1999-2000 taxes to Clark County Treasurer		
ADDITIONAL CHARGES: HOA transfer fee to Associated Asset Management	75.00	
HOA dues 11-30-99 to 1-1-00 to San Rafael HOA	41.70	
PRORATIONS AND ADJUSTMENTS: County Taxes from 11/30/1999 to 1/1/2000 based on the Quarterly amount of \$90.00	34.10	
Additional deposit		155,633.23
Earnest money/prepaid options		19,108.00
Credit for prepaid flooring		663.00
Reimbursement-expenses		2,800.89
ESCROW CHARGES: Escrow Fee to Chicago Title of Nevada, Inc.	318.00	
TITLE CHARGES: Title Insurance to Chicago Title of Nevada, Inc.	317.70	
RECORDING FEES: Recording Fees to Chicago Title of Nevada, Inc.	33.00	
Sub Totals	415,086.80	418,205.12
Refund Due Buyer/Borrower	3,118.32	
Totals	418,205.12	418,205.12

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SETTLEMENT STATEMENT

UNITED TITLE OF NEVADA
3980 Howard Hughes Parkway
Las Vegas, NV 89109

B. TYPE OF LOAN		OMB No. 2502-0265
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FMHA	3. <input checked="" type="checkbox"/> CONV. UNINS.
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.	
6. ESCROW FILE NUMBER: 97109579-046 PCC		7. LOAN NUMBER: 002200234374
8. MORTGAGE INSURANCE CASE NUMBER:		

ESTIMATED - Figures subject to change

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(P.O.C.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Wilbert R. Holmes

ADDRESS OF BORROWER: 22311 Laseine
Southfield, MI 48075

E. NAME OF SELLER: Del Webb's Coventry Homes of Nevada Inc.

ADDRESS OF SELLER: 11500 S. Eastern Avenue
Henderson, Nevada 89012

F. NAME OF LENDER: Ditech Funding Corporation
ADDRESS OF LENDER: 3200 Park Center Drive #150
Costa Mesa, CA 92626

G. PROPERTY LOCATION: 10550 Palmington Court
Las Vegas, NV 89123
Clark 177-33-310-012
Lot 79 Block 1 of Dominion Phase One

H. SETTLEMENT AGENT: United Title of Nevada
PLACE OF SETTLEMENT: 3980 Howard Hughes Parkway, Las Vegas, NV 89109

I. SETTLEMENT DATE: 11/23/1999 PRORATION DATE: 11/23/1999 FUNDING DATE:

J. SUMMARY OF BORROWER'S TRANSACTION

K. SUMMARY OF SELLER'S TRANSACTION

100. Gross Amount Due From Borrower:

101. Contract Sales Price 411,058.00
102. Personal Property
103. Settlement charges to Borrower (line 1400) 4,274.43
104.
105.

Adjustments For Items Paid by Seller in Advance:

106. City/Town Taxes
107. County Taxes 11/23/99-01/01/00 31.80
108. Assessments
109.
110.
111.
112.
113.
114.
115.

120. Gross amount due from borrower: 415,404.23

200. Amounts Paid by or in behalf of Borrower:

201. Deposit of earnest money
202. Principal amount of new loan(s) 240,000.00
203. Existing loan(s) taken subject to
204.
205.
206. Earnest money/prepaid options 19,109.00
207. Credit for prepaid financing 683.00
208.
209.

Adjustments For Items Unpaid by Seller:

210. City/Town Taxes
211. County Taxes
212. Assessments
213.
214.
215.
216.
217.
218.
219.

220. Total Paid by/for Borrower: 259,771.00

300. Cash at settlement from/to Borrower:

301. Gross amount due from Borrower (line 120) 415,404.23
302. Less amount paid by/for Borrower (line 220) 259,771.00
303. Cash FROM Borrower: 155,633.23

400. Gross Amount Due To Seller:

401. Contract Sales Price
402. Personal Property
403.
404.
405.

Adjustments For Items Paid by Seller in Advance:

406. City/Town Taxes
407. County Taxes
408. Assessments
409.
410.
411.
412.
413.
414.
415.

420. Gross Amount Due to Seller

500. Reductions in Amount Due To Seller:

501. Excess deposit (see instructions)
502. Settlement charges to Seller (line 1400)
503. Existing loan(s) taken subject to
504. Payoff of first mortgage loan
505. Payoff of second mortgage loan
506.
507.
508.
509.

Adjustments For Items Unpaid by Seller:

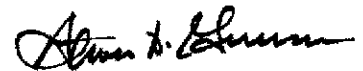
510. City/Town Taxes
511. County Taxes
512. Assessments
513.
514.
515.
516.
517.
518.
519.

520. Total Reductions in Amount Due Seller

600. Cash at Settlement to/from Seller:

601. Gross amount due to Seller (line 420)
602. Less reductions in amount due Seller (line 520)
603. Cash

Attention:
Thompson
Plan



CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

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

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

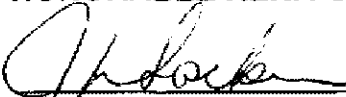
NOTICE OF RESCHEDULING OF HEARING

Please be advised that the date and time of a hearing set before the **Honorable RENA G. HUGHES** has been changed. The **Motion**, presently scheduled for **April 06, 2017, at 9:00 AM**, has been rescheduled to **April 05, 2017, at 11:00 AM** in **Courtroom 04** on the Judge's In Chambers Calendar.

THIS HEARING HAS NO APPEARANCE BY THE PARTIES OR COUNSEL.

HONORABLE RENA G. HUGHES

By:



Jeanette Lacker
Judicial Executive Assistant

1 CERTIFICATE OF SERVICE

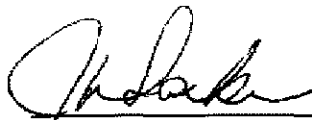
2 I hereby certify that on the above file stamped date:

3 I have e-served pursuant to NEFCR 9 and or placed a copy of the foregoing NOTICE
4 OF RESCHEDULING OF HEARING in the appropriate attorney folder located in the
Clerk of the Court's Office of:

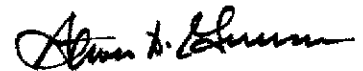
5 Marsha Kimble-Simms, Esq.
6

7 I have e-served pursuant to NEFCR 9 and or mailed, via first-class mail, postage fully
8 prepaid the foregoing NOTICE OF RESCHEDULING OF HEARING to:

9 Wilbert Roy Holmes
10 10550 Patrington Ct.
Las Vegas, NV 89183
11

12
13 

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



CLERK OF THE COURT

1 MISC
2 Name: WILBERT R HOLMES
3 Address: 10550 PATRINGTON CT.
4 LAS VEGAS NV 89183
5 Telephone: 702 281 5752
6 Email Address: WHOLMES711@AOL.COM
7 In Proper Person

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

11 CAPUCINE Y HOLMES

12 Plaintiff

CASE NO.: D 15-523582 D

13 vs.

DEPT: J

14 WILBERT R HOLMES

15 Defendant

16
17 **BUYER SETTLEMENT STATEMENT**

18 Title of Document

19
20
21 Respectfully submitted by:

22 (Your signature)

23 (Your name)

WILBERT R HOLMES

24 ☐ Plaintiff / ☒ Defendant In Proper Person

Buyer(s)/Borrower(s): Wilbert R. Holmes

Lender: DiTech Funding Corporation

Loan #: 002200234374

Property: 10550 Patnington Court
Las Vegas, NV 89123

Description	Debit	Credit
TOTAL CONSIDERATION:		
Total Consideration	411,088.00	
NEW AND EXISTING ENCUMBRANCES:		
New Loan from DiTech Funding Corporation		240,000.00
NEW LOAN CHARGES:		
Loan Discount to DiTech Funding Corporation	3,550.00	
Prepaid Interest to DiTech Funding Corporation @ \$50.00 per day from 11/29/1999 to 12/1/1999	100.00	
Standard Insurance Premium for 1 yr. year(s) to A Dependable Insurance (Buyer POC 1,189.00)		
Credit for costs	(668.70)	
3rd & 4th qtr. 1999-2000 taxes to Clark County Treasurer	198.00	
ADDITIONAL CHARGES:		
HOA transfer fee to Associated Asset Management	75.00	
HOA dues 11-30-99 to 1-1-00 to San Rafael HOA	41.70	
PROVISIONS AND ADJUSTMENTS:		
County Taxes from 11/30/1999 to 1/1/2000 based on the Quarterly amount of \$99.00	34.10	
Additional deposit		155,633.23
Escrow money/prepaid options		19,108.00
Credit for prepaid flooring		663.00
Reimbursement-expenses		2,800.89
ESCROW CHARGES:		
Escrow Fee to Chicago Title of Nevada, Inc.	318.00	
TITLE CHARGES:		
Title Insurance to Chicago Title of Nevada, Inc.	317.70	
RECORDING FEES:		
Recording Fees to Chicago Title of Nevada, Inc.	33.00	
Sub Totals	415,086.80	418,205.12
Reconc Due Buyer/Borrower	3,118.32	
Totals	418,205.12	418,205.12

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

UNITED TITLE OF NEVADA
3980 Howard Hughes Parkway
Las Vegas, NV 89109

ESTIMATED - Figures subject to change

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(P.O.C.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Wilbert R. Holmes

ADDRESS OF BORROWER: 22311 Laselne
Southfield, MI. 48075

E. NAME OF SELLER: Del Webb's Coventry Homes of Nevada Inc.

ADDRESS OF SELLER: 11500 S. Eastern Avenue
Henderson, Nevada 89012
F. NAME OF LENDER: DiTach Funding Corporation
ADDRESS OF LENDER: 3200 Park Center Drive #150
Coste Mesa, CA 92626
G. PROPERTY LOCATION: 10550 Pittington Court
Las Vegas, NV 89123
Clark 177-33-510-012
Lot 79 Block 1 of Dominion Phase One

H. SETTLEMENT AGENT: United Title of Nevada
PLACE OF SETTLEMENT: 3980 Howard Hughes Parkway, Las Vegas, NV 89109

I. SETTLEMENT DATE: 11/23/1999

PRORATION DATE: 11/23/1999

FUNDING DATE:

J. SUMMARY OF BORROWER'S TRANSACTION

K. SUMMARY OF SELLER'S TRANSACTION

100. Gross Amount Due From Borrower:		400. Gross Amount Due To Seller:	
101. Contract Sales Price	411,088.00	401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement charges to Borrower (line 1400)	4,274.43	403.	
104.		404.	
105.		405.	
Adjustments For Items Paid By Seller In Advance:		Adjustments For Items Paid By Seller In Advance:	
106. City/Town Taxes		406. City/Town Taxes	
107. County Taxes 11/23/99-01/01/00	41.80	407. County Taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
120. Gross amount due from borrower:	415,404.23	420. Gross Amount Due to Seller	
200. Amounts Paid by or In behalf of Borrower:		500. Reductions in Amount Due To Seller:	
201. Deposit of earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	240,000.00	502. Settlement charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206. Earnest money/prepaid options	19,106.00	506.	
207. Credit for prepaid flooring	663.00	507.	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller:		Adjustments For Items Unpaid By Seller:	
210. City/Town Taxes		510. City/Town Taxes	
211. County Taxes		511. County Taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower:	259,771.00	520. Total Reductions in Amount Due Seller	
300. Cash at settlement from/to Borrower:		600. Cash at Settlement from/to Seller:	
301. Gross amount due from Borrower (line 120)	415,404.23	601. Gross amount due to Seller (line 420)	
302. Less amount paid by/for Borrower (line 220)	259,771.00	602. Loss reductions in amount due Seller (line 520)	
303. Cash FROM Borrower:	155,633.23	603. Cash	

Attention:
Thompson
Man

Heather L. Lavin
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

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

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

CLOSING INSTRUCTIONS

Submitted by:

prepared by clerk

Wm. Paula

CLOSING INSTRUCTIONS

CLOSING AGENT:	UNITED TITLE COMPANY	LOAN NUMBER:	002200234374
ADDRESS:	3980 Howard Hughes Pkwy	TODAY'S DATE:	November 28, 1999
	Las Vegas, NV 89103	CLOSING DATE:	November 17, 1999
CONTACT:	Shari Keating	FUNDING DATE:	November 28, 1999
PHONE NUMBER:	(714) 800-8380	FIRST PAYMENT DATE:	January 1, 2000
FAX NUMBER:	(714) 800-7380	LAST PAYMENT DATE:	December 1, 2029
BORROWER NAME(S):	Wilbert R. Holmes	NET FUNDING/CHECK AMOUNT:	\$236,350.00
VESTING:	Wilbert R. Holmes	PURPOSE:	Purchase
		PROPERTY TYPE:	Planned Unit Development
MAILING ADDRESS:	2720 West Sereno 1100, Las Vegas, NV 89123	LOAN PROGRAM:	30 Year Fixed
		SALES PRICE:	\$411,088.00
PROPERTY ADDRESS:	10850 Pattrington Court	LOAN AMOUNT:	\$240,000.00
	Las Vegas, NV 89123	INTEREST RATE / POINTS:	7.500
SELLER NAME(S):		TERM:	360 months
		MARGIN:	N/A
CLOSER NAME:		INDEX:	N/A
PHONE NUMBER:		FULLY INDEXED RATE:	N/A
FAX NUMBER:		FIRST ADJUSTMENT CAP:	N/A
ESCROW NUMBER:		LIFE ADJUSTMENT CAP:	N/A
ESCROW OFFICER:		FIRST PMT. CHANGE DATE:	N/A
TITLE COMPANY:	United Title Of Nevada	INDEX DESCRIPTION:	N/A
TITLE ORDER NO:	97108979	PRINCIPAL AND INTEREST:	1,878.12
		TOTAL MONTHLY PAYMENT:	\$1,878.12

HUD FEES						
DESCRIPTION:	TOTAL CHARGED:	BORROWER PAID:	SELLER PAID:	LENDER	THIRD	FEE
DTech Discount Points	3,850.00	3,850.00		240,000.0000	+	P.O.C.
margin interest 2 days @ \$60.00 per day	100.00	100.00				
ESCROWS						
DESCRIPTION:	TOTAL CHARGED:	BORROWER PAID:	SELLER PAID:	PAID:	PARTY PAID:	FEE
ward Insurance Escrow (monthly escrows waived)		0.00		236,350.0000	*	P.O.C.
ounty Property Tax Escrow (monthly escrows waived)		0.00				

ENCLOSED ARE THE FOLLOWING DOCUMENTS PERTAINING TO THE MORTGAGE CLOSING YOU ARE HANDLING ON OUR BEHALF:

<ul style="list-style-type: none"> Closing Instructions Request For Advance Outstanding Documents - Closing Agent/Attorney Memorandum Outstanding Documents - **Final Request** - Closing Agent/Attorney Memo Outstanding Documents - Branch Memorandum Outstanding Documents - GE Capital Mortgage Services Goodbye Letters Impac Goodbye Letters Norwest Jumbo Goodbye Letters HUD-1 Settlement Statement 	<ul style="list-style-type: none"> Additional Conditions Rider Corporation Assignment of Deed of Trust Outstanding Documents 45-60 days - Closing Agent/Attorney Memorandum Outstanding Documents - Branch Memorandum GE Capital Mortgage Services Goodbye Letters Impac Goodbye Letters Norwest Jumbo Goodbye Letters HUD-1 Settlement Statement
--	---

ADDITIONS TO BE SATISFIED AT CLOSING:

1. Out in excess of existing first lien, seasoned second lien, all closing costs, and 1% of the new loan amount permitted
 Fully executed Transfer Disclosure and Property executed contract of sale, signed by all parties, supporting a purchase price of \$
 Sale of Property
 . Property seller identified on sales contract must be verified owner per the title report.
 Final title policy may not take exception to matters that would be revealed in a survey of the subject property.
 Satisfactory pre-funding audit
 Credit and Income verifications must be updated if they will be more than 120 days old (180 days old for new construction) at time of
 closing.
 Borrower(s) must sign and date a corrected application at closing.
 Loan agent to sign and date initial and/or final 1003 prior to funding. Loan Agent to indicate borrower's race (based on surname) if not
 disclosed by borrower.
 Signed, certified Escrow Instructions, including the source and receipt of funds on deposit.
 Hazard Insurance Policy or binder, in the amount of \$
 Sale of Property

UNION PAC, INC. U.S. Nat. & CALIF. Vendors to be used for the closing of the mortgage. (Continued)

TOTAL P.01

DISTRICT COURT
CLARK COUNTY, NEVADA


CLERK OF THE COURT


1	CAPUCINE YOLANDA HOLMES,	}	Case No: D-15-523582-D
2			T-17-177384-T
3	Plaintiff,		Dept. No: J
4	v.		
5	WILBERT ROY HOLMES,	}	ORDER
6	Defendant.		FROM HEARING 4-05-17

7
8
9 This Cause having come before this Court on Defendant's "Motion to for an
10 Order to Enforce and/or for an Order to Show Cause Regarding Contempt" filed
11 February 5, 2017, for which the Court found no proof of service. Due to no service
12 of Defendant's motion on Plaintiff, the hearing on said motion is vacated.

13 A Protective Order Against Domestic Violence against Defendant having
14 been duly served with the Notice of return hearing on April 6, 2017, and the request
15 for a continued protective order on March 16, 2017, and Defendant having failed to
16 respond or file any opposition,

17 THE COURT HEREBY FINDS that based upon Defendant's failure to
18 answer, and the application of Plaintiff including claims of repeated threats of
19 bodily harm, the Protective Order Against Domestic Violence is hereby extended
20 for one (1) year to April 5, 2018.

21 IT IS SO ORDERED ENTERED this 6th day of April, 2017.

22 
23 District Judge



1 DECD
2
3

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

7 CAPUCINE YOLANDA HOLMES,

8 Plaintiff,

9 vs.

10 WILBERT ROY HOLMES,

11 Defendant.
12

CASE NO. : D-15-523582-D

DEPARTMENT J

13 **DECREE OF DIVORCE**
14

15 This matter came on for a trial before the Honorable Rena G. Hughes,
16 Department J of the 8th Judicial District Court, Family Division on January
17 10, 2017 and January 18, 2017. Subsequent to trial, the parties were ordered
18 to provide the Court written documentation of the original mortgage against
19 the marital residence located at 10550 Patrington Court, Las Vegas, Nevada.
20

21 On January 20, 2017, Plaintiff sent a subpoena to Chicago Title
22 Company requesting the mortgage information. On February 1, February 10,
23 and February 16, 2017 the parties filed additional documents, mainly
24 consisting of the closing settlement statement for the property, but not the
25
26
27
28

1 original mortgage information. The closing settlement statement showed an
2 original mortgage of \$240,000, but no further details.

3
4 On April 6, 2017 Defendant filed "Closing Instructions" showing an
5 initial mortgage for \$240,000 at an annual rate of 7.5%. This is the
6 information the Court required to make a final decision in the matter.
7

8 **FINDINGS OF FACT**

9 The parties were married on July 3, 1999 in Las Vegas, Nevada. There
10 are no children of the marriage and Plaintiff is not pregnant.

11
12 The parties have resided in the State of Nevada for more than six
13 weeks prior to the filing of a Complaint for Divorce by Capucine. This Court
14 has personal jurisdiction over the parties, as well as subject matter
15 jurisdiction.
16

17 The issues before the Court were the division of the equity in the
18 marital residence pursuant to an Antenuptial Agreement, and Capucine's
19 request for attorneys' fees.
20

21 Procedurally, Capucine filed a Complaint for Divorce on November 5,
22 2015, and served Wilbert, who filed an Answer and Counterclaim for
23 Divorce on December 7, 2015. Thereafter, Capucine filed a Reply to the
24 Counterclaim on December 23, 2015. It was not plead until the Reply to
25 Counterclaim that the parties had entered into an "Antenuptial Agreement"
26
27
28

1 on July 2, 1999 one day before the marriage was solemnized. The
2 Antenuptial Agreement was executed and notarized in Nevada, but is
3 governed by Michigan law.
4

5 Prior to trial on July 18, 2016, Wilbert filed a "Motion for Change of
6 Venue" requesting the case be moved to Nye County on the basis that
7 Wilbert would not receive a fair trial in Clark County because Capucine
8 allegedly had undue influence and power over the District Court Judges in
9 Clark County, Nevada. Wilbert's motion was denied as baseless.
10

11 Wilbert then filed a "Memorandum of Law in Support of Motion to
12 Disqualify Judge Rena G. Hughes Under 28 U.S.C. §144" on August 5, 2016,
13 seeking to disqualify this Court on the basis of alleged "actual or implied bias
14 of prejudice." Wilbert's motion was denied by the Chief Judge of the Eighth
15 Judicial District Court on September 23, 2016 by written order.
16

17 The case was set for trial on the Court's earliest available time, and
18 took place over two (2) days. At the conclusion of the evidence, the Court
19 was missing a key piece of information, namely, the original mortgage on the
20 marital residence, including the interest rate. Once Wilbert obtained and
21 provided this information to the Court, the Court had sufficient evidence to
22 reach a determination on Capucine's interest in the marital residence pursuant
23 to the Antenuptial Agreement. (Capucine initially challenged the July 2,
24
25
26
27
28

1 1999 Antenuptial Agreement, then abandoned her claim.) At trial both
2 parties admitted to the validity of the Antenuptial Agreement as controlling
3 the disposition and determination of their marital estate.
4

5 The key provisions of the Antenuptial Agreement are as follows:
6

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

12 6. DIVISION OF ASSETS IF MARRIAGE IS
13 DISSOLVED. In the event that the marriage of Will and
14 Capucine shall terminate as a result of divorce, then, in full
15 satisfaction, settlement and discharge of any and all rights or
16 claims of alimony, support, property division, or other rights
17 or claims of any kind, nature, or description incident to
18 marriage and divorce (including any right to payment of legal
19 fees incident to a divorce) under the present or future statutes
20 and laws or common law of the State of Michigan or any
21 other jurisdiction (all of which are hereby waived and
22 released) the parties agree that all property acquired after the
23 marriage between the parties shall be divided as follows:
24

- 25 a. Any property acquired in either party's individual
26 capacity or name during the marriage, including
27 any investment accounts and/or contributions to
28 retirement plans (including but not limited to IRAs,
401(k) plans, 403(b)s, 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

1 and/or waive any dower rights, homestead rights or
2 other rights or claims of any kind of nature under
3 the present or future statutes she has on said home.

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

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

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

25 Antenuptial Agreement (emphasis added).

26 The marital residence at 10550 Patrington Court, Las Vegas,
27 Nevada was constructed during the marriage. The parties moved in
28 around December 1999. Wilburt alone is on title and on the mortgage.
Wilburt filed a document post-trial (as requested) indicating the original
mortgage price was \$240,000.00 with 7.5% interest per annum.

When the parties married, they contracted for any increase in equity in the marital home from the point two full years after marriage to the time of divorce be split 50/50. While Wilburt had sole and exclusive control over the mortgage, any re-financing, second mortgages, and home equity lines of credit, he did not have contractual authority to defeat Capucine's interest in the equity by depleting it.

This is the reason the Court requested the original mortgage terms. The Court needed to determine what financial equity would have been available had Wilburt not leveraged all the equity in the home.

Pursuant to the original mortgage of \$240,000.00, at 7.5% annual interest, amortized, the balance of the mortgage at the time of divorce should have been \$177,124.48.

The value of the home at the time of divorce was \$620,000.00, as testified by Justin Novinger, a real estate broker, who is certified to appraise real estate. The historical value of the home in 2001 was \$488,413.00 according to Mr. Novinger.

The Court calculated the increase in equity according to the following formula:

/ / /

117

Value 2 full years after marriage:	\$488,413.00
Amortized mortgage balance 2 full years After marriage 7/2001:	<u>(\$236,418.54)</u>
Equity value after 2 years married:	\$251,994.46
Value at divorce 1/2017	\$620,000.00
Amortized mortgage balance at divorce under initial mortgage 1/2017:	<u>(\$166,280.18)</u>
Equity value at divorce under original mortgage:	\$453,719.92
Increase in equity:	<u>\$201,725.46</u>
50%	<u>\$100,862.73</u>

Capucine is entitled to 50% in the increased equity value of \$100,862.73. To the extent Wilburt has incurred liens for property taxes, utilities and homeowner's association dues, such shall not decrease Capucine's equity interest. Wilburt incurred, or allowed such debts to accrue unpaid, without Capucine's knowledge or consent, thus he shall be 100% responsible to pay the same.

Pursuant to the Antenuptial Agreement, all other items of property and debts are the sole and separate property of each party, save and except items of personal property. Capucine has personal property items located in the residence that were not returned to her.

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CONCLUSIONS OF LAW

NOW, THEREFORE, based upon the above findings of fact,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Court has personal and subject matter jurisdiction over the parties to restore them to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to NRS ch. 123A, parties may contract with respect to their rights and obligations, and the disposition of the same upon dissolution of marriage. Neither party provided the Court with the relevant Michigan statutes pertaining to Antenuptial Agreements. The Court conducted legal research on the matter. While Michigan has not adopted the Uniform Premarital Agreements Act, there appears to be no public policy in Michigan against parties entering into written contracts in contemplation of marriage. M.C.L.A. 566.132. The Court finds the Premarital Agreement in this case is not against Michigan public policy or statute.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wilburt Roy Holmes shall pay Capucine Yolanda Holmes \$100,862.73 for her interest in the marital residence, within sixty (60) days. The sum of \$100,862.73 is reduced to judgment, carrying interest at the legal rate.

1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
2
3 Capucine Yolanda Holmes shall have a lien on the marital residence located
4 at 10550 Pattrington Court, Las Vegas, Nevada in the amount of \$100,862.73,
5 to be recorded in the Office of the County Recorder, Clark County, Nevada
6
7 by Ms. Holmes.

8 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
9
10 if Wilburt Roy Holmes does not tender \$100,862.73 to Capucine Yolanda
11 Holmes within sixty (60) days, Ms. Holmes shall be entitled to force the sale
12 of the property to obtain her equity share in the amount of \$100,862.73, plus
13 costs and attorney's fees to effectuate the sale.
14

15 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
16 Wilburt Roy Holmes shall provide Capucine Yolanda Holmes' items left at
17 the marital residence to her, at his cost, and move them to a location she
18 designates. Mr. Holmes shall deliver her items within thirty (30) days, or be
19 responsible for the replacement costs of any items not returned to Capucine.
20

21 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
22 the Court retains jurisdiction over the property issues to resolve any disputes
23 post-Decree.
24

25 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
26 the Antenuptial Agreement, paragraph 6, precludes Capucine's ability to
27
28

1 recover attorney's fees. Otherwise, pursuant to *Sargeant v. Sargeant*, Ms.
2
3 Holmes would have been entitled to her attorney's fees and costs incurred in
4 this action.

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** each
6
7 party shall retain all other personal property in his or her possession.

8 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** each
9
10 party shall pay, defend, and hold the other harmless from any and all
11 liabilities and debts in his or her name.

12 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
13
14 the bonds of matrimony now existing between the parties are hereby wholly
15 dissolved, and an absolute Decree of Divorce is hereby granted to the parties,
16 and each of the parties are hereby restored to the status of a single, unmarried
17 person.

18
19 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
20 each party shall submit the information required in NRS 125.130 on a


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1 separate form to the Court. Such information shall be maintained by the
2
3 Clerk in a confidential manner and not part of the public record.

4 **IT IS SO ORDERED** this 31st day of May, 2017.

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7 RENA G. HUGHES
8 DISTRICT COURT JUDGE
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3 DISTRICT COURT
4 FAMILY DIVISION
5 CLARK COUNTY, NEVADA
6 ***

6 Capucine Yolanda Holmes, Plaintiff
7 vs.
8 Wilbert Roy Holmes, Defendant.

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

9 **NOTICE OF ENTRY OF DECREE OF DIVORCE**

10 **TO: ALL PARTIES AND/OR THEIR ATTORNEYS**

11 Please take note that after a review of the Court file, an Order was prepared by
12 the Court following a scheduled hearing. A copy of the DECREE OF DIVORCE is
13 attached hereto.

14
15 **CERTIFICATE OF SERVICE**

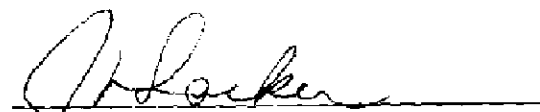
I hereby certify that on the above file stamped date:

16 I have e-served pursuant to NEFCR 9 and or placed a copy of the foregoing NOTICE
17 OF ENTRY OF DECREE OF DIVORCE in the appropriate attorney folder located in
18 the Clerk of the Court's Office of:

19 Marsha Kimble-Simms, Esq.

20 I have e-served pursuant to NEFCR 9 and or mailed, via first-class mail, postage fully
21 prepaid the foregoing NOTICE OF ENTRY OF DECREE OF DIVORCE to:

22 Wilbert Roy Holmes
23 10550 Patrington Ct.
24 Las Vegas, NV 89183


25 Jeanette Lacker
26 Judicial Executive Assistant
27 Department J

28 **Non-Trial Dispositions:**

- ☐ Other
☐ Dismissed - Want of Prosecution
☐ Involuntary (Statutory) Dismissal
☐ Default Judgment
☐ Transferred

- Settled/Withdrawn:**
☐ Without Judicial Conf/Hrg
☒ With Judicial Conf/Hrg
☐ By ADR

Trial Dispositions:

- ☐ Disposed After Trial Start
☐ Judgment Reached by Trial

Steven D. Grierson

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

7 CAPUCINE YOLANDA HOLMES,

CASE NO. : D-15-523582-D

8 Plaintiff,

DEPARTMENT J

9 vs.

10 WILBERT ROY HOLMES,

11 Defendant.
12

13 **DECREE OF DIVORCE**
14

15 This matter came on for a trial before the Honorable Rena G. Hughes,
16 Department J of the 8th Judicial District Court, Family Division on January
17 10, 2017 and January 18, 2017. Subsequent to trial, the parties were ordered
18 to provide the Court written documentation of the original mortgage against
19 the marital residence located at 10550 Patrington Court, Las Vegas, Nevada.
20

21 On January 20, 2017, Plaintiff sent a subpoena to Chicago Title
22 Company requesting the mortgage information. On February 1, February 10,
23 and February 16, 2017 the parties filed additional documents, mainly
24 consisting of the closing settlement statement for the property, but not the
25
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1 original mortgage information. The closing settlement statement showed an
2 original mortgage of \$240,000, but no further details.

3
4 On April 6, 2017 Defendant filed "Closing Instructions" showing an
5 initial mortgage for \$240,000 at an annual rate of 7.5%. This is the
6 information the Court required to make a final decision in the matter.
7

8 FINDINGS OF FACT

9 The parties were married on July 3, 1999 in Las Vegas, Nevada. There
10 are no children of the marriage and Plaintiff is not pregnant.

11
12 The parties have resided in the State of Nevada for more than six
13 weeks prior to the filing of a Complaint for Divorce by Capucine. This Court
14 has personal jurisdiction over the parties, as well as subject matter
15 jurisdiction.
16

17 The issues before the Court were the division of the equity in the
18 marital residence pursuant to an Antenuptial Agreement, and Capucine's
19 request for attorneys' fees.
20

21 Procedurally, Capucine filed a Complaint for Divorce on November 5,
22 2015, and served Wilbert, who filed an Answer and Counterclaim for
23 Divorce on December 7, 2015. Thereafter, Capucine filed a Reply to the
24 Counterclaim on December 23, 2015. It was not plead until the Reply to
25 Counterclaim that the parties had entered into an "Antenuptial Agreement"
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1 on July 2, 1999 one day before the marriage was solemnized. The
2 Antenuptial Agreement was executed and notarized in Nevada, but is
3 governed by Michigan law.
4

5 Prior to trial on July 18, 2016, Wilbert filed a "Motion for Change of
6 Venue" requesting the case be moved to Nye County on the basis that
7 Wilbert would not receive a fair trial in Clark County because Capucine
8 allegedly had undue influence and power over the District Court Judges in
9 Clark County, Nevada. Wilbert's motion was denied as baseless.
10
11

12 Wilbert then filed a "Memorandum of Law in Support of Motion to
13 Disqualify Judge Rena G. Hughes Under 28 U.S.C. §144" on August 5, 2016,
14 seeking to disqualify this Court on the basis of alleged "actual or implied bias
15 of prejudice." Wilbert's motion was denied by the Chief Judge of the Eighth
16 Judicial District Court on September 23, 2016 by written order.
17
18

19 The case was set for trial on the Court's earliest available time, and
20 took place over two (2) days. At the conclusion of the evidence, the Court
21 was missing a key piece of information, namely, the original mortgage on the
22 marital residence, including the interest rate. Once Wilbert obtained and
23 provided this information to the Court, the Court had sufficient evidence to
24 reach a determination on Capucine's interest in the marital residence pursuant
25 to the Antenuptial Agreement. (Capucine initially challenged the July 2,
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1 1999 Antenuptial Agreement, then abandoned her claim.) At trial both
2 parties admitted to the validity of the Antenuptial Agreement as controlling
3 the disposition and determination of their marital estate.
4

5 The key provisions of the Antenuptial Agreement are as follows:
6

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

12 6. DIVISION OF ASSETS IF MARRIAGE IS
13 DISSOLVED. In the event that the marriage of Will and
14 Capucine shall terminate as a result of divorce, then, in full
15 satisfaction, settlement and discharge of any and all rights or
16 claims of alimony, support, property division, or other rights
17 or claims of any kind, nature, or description incident to
18 marriage and divorce (including any right to payment of legal
19 fees incident to a divorce) under the present or future statutes
20 and laws or common law of the State of Michigan or any
21 other jurisdiction (all of which are hereby waived and
22 released) the parties agree that all property acquired after the
23 marriage between the parties shall be divided as follows:
24

25 a. Any property acquired in either party's individual
26 capacity or name during the marriage, including
27 any investment accounts and/or contributions to
28 retirement plans (including but not limited to IRAs,
401(k) plans, 403(b)s, 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

1 and/or waive any dower rights, homestead rights or
2 other rights or claims of any kind of nature under
3 the present or future statutes she has on said home.

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

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

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

25 Antenuptial Agreement (emphasis added).

26 The marital residence at 10550 Patrington Court, Las Vegas,
27 Nevada was constructed during the marriage. The parties moved in
28 around December 1999. Wilburt alone is on title and on the mortgage.
Wilburt filed a document post-trial (as requested) indicating the original
mortgage price was \$240,000.00 with 7.5% interest per annum.

1 When the parties married, they contracted for any increase in equity
2
3 in the marital home from the point two full years after marriage to the
4 time of divorce be split 50/50. While Wilburt had sole and exclusive
5 control over the mortgage, any re-financing, second mortgages, and
6 home equity lines of credit, he did not have contractual authority to
7 defeat Capucine's interest in the equity by depleting it.
8

9 This is the reason the Court requested the original mortgage
10 terms. The Court needed to determine what financial equity would have
11 been available had Wilburt not leveraged all the equity in the home.
12

13 Pursuant to the original mortgage of \$240,000.00, at 7.5% annual
14 interest, amortized, the balance of the mortgage at the time of divorce
15 should have been \$177,124.48.
16

17 The value of the home at the time of divorce was \$620,000.00, as
18 testified by Justin Novinger, a real estate broker, who is certified to
19 appraise real estate. The historical value of the home in 2001 was
20 \$488,413.00 according to Mr. Novinger.
21

22 The Court calculated the increase in equity according to the
23 following formula:
24
25

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Value 2 full years after marriage:	\$488,413.00
Amortized mortgage balance 2 full years After marriage 7/2001:	<u>(\$236,418.54)</u>
Equity value after 2 years married:	\$251,994.46
Value at divorce 1/2017	\$620,000.00
Amortized mortgage balance at divorce under initial mortgage 1/2017:	<u>(\$166,280.18)</u>
Equity value at divorce under original mortgage:	\$453,719.92
Increase in equity:	<u>\$201,725.46</u>
50%	<u>\$100,862.73</u>

Capucine is entitled to 50% in the increased equity value of \$100,862.73. To the extent Wilburt has incurred liens for property taxes, utilities and homeowner's association dues, such shall not decrease Capucine's equity interest. Wilburt incurred, or allowed such debts to accrue unpaid, without Capucine's knowledge or consent, thus he shall be 100% responsible to pay the same.

Pursuant to the Antenuptial Agreement, all other items of property and debts are the sole and separate property of each party, save and except items of personal property. Capucine has personal property items located in the residence that were not returned to her.

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CONCLUSIONS OF LAW

NOW, THEREFORE, based upon the above findings of fact,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Court has personal and subject matter jurisdiction over the parties to restore them to the status of single, unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to NRS ch. 123A, parties may contract with respect to their rights and obligations, and the disposition of the same upon dissolution of marriage. Neither party provided the Court with the relevant Michigan statutes pertaining to Antenuptial Agreements. The Court conducted legal research on the matter. While Michigan has not adopted the Uniform Premarital Agreements Act, there appears to be no public policy in Michigan against parties entering into written contracts in contemplation of marriage. M.C.L.A. 566.132. The Court finds the Premarital Agreement in this case is not against Michigan public policy or statute.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wilburt Roy Holmes shall pay Capucine Yolanda Holmes \$100,862.73 for her interest in the marital residence, within sixty (60) days. The sum of \$100,862.73 is reduced to judgment, carrying interest at the legal rate.

1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
2
3 Capucine Yolanda Holmes shall have a lien on the marital residence located
4 at 10550 Pattrington Court, Las Vegas, Nevada in the amount of \$100,862.73,
5 to be recorded in the Office of the County Recorder, Clark County, Nevada
6 by Ms. Holmes.
7

8 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
9
10 if Wilburt Roy Holmes does not tender \$100,862.73 to Capucine Yolanda
11 Holmes within sixty (60) days, Ms. Holmes shall be entitled to force the sale
12 of the property to obtain her equity share in the amount of \$100,862.73, plus
13 costs and attorney's fees to effectuate the sale.
14

15 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
16
17 Wilburt Roy Holmes shall provide Capucine Yolanda Holmes' items left at
18 the marital residence to her, at his cost, and move them to a location she
19 designates. Mr. Holmes shall deliver her items within thirty (30) days, or be
20 responsible for the replacement costs of any items not returned to Capucine.
21

22 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
23
24 the Court retains jurisdiction over the property issues to resolve any disputes
25 post-Decree.
26

27 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
28
the Antenuptial Agreement, paragraph 6, precludes Capucine's ability to

1 recover attorney's fees. Otherwise, pursuant to *Sargeant v. Sargeant*, Ms.
2
3 Holmes would have been entitled to her attorney's fees and costs incurred in
4 this action.

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** each
6 party shall retain all other personal property in his or her possession.
7

8 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** each
9 party shall pay, defend, and hold the other harmless from any and all
10 liabilities and debts in his or her name.
11

12 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
13 the bonds of matrimony now existing between the parties are hereby wholly
14 dissolved, and an absolute Decree of Divorce is hereby granted to the parties,
15 and each of the parties are hereby restored to the status of a single, unmarried
16 person.
17

18 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
19 each party shall submit the information required in NRS 125.130 on a
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1 separate form to the Court. Such information shall be maintained by the
2
3 Clerk in a confidential manner and not part of the public record.

4 **IT IS SO ORDERED** this 31st day of May, 2017.

5 
6
7 **RENA G. HUGHES**
8 **DISTRICT COURT JUDGE**



Form 1. Notice of Appeal to the Supreme Court From a Judgment or Order of a District Court

No. D 15523582 D.....

Dept. No.J....

IN THE8TH..... JUDICIAL DISTRICT COURT OF THE
STATE OF NEVADA IN AND FOR
THE COUNTY OFCLARK.....

CAPUCNE Y HOLMES }
v. }
WILBERT R HOLMES }

NOTICE OF APPEAL

Notice is hereby given that WILBERT R HOLMES., defendant above named, hereby appeals to the Supreme Court of Nevada (DIVORCE DECREE) (NOTICE OF ENTRY OF DECREE DIVORCE)) on the ..8TH..... day of ...JUNE....., 20 .17..... entered in this action

Attorney PRO SE

10550 PATRINGTON CT.

LAS VEGAS NV 89183

Steven D. Grierson

1 **NEJ**
2 Marsha Kimble- Simms
3 Nevada Bar No. 8350
4 Cheyenne West Corporate Park
5 Simms Law Firm, LLC
6 2560 W. Brooks Ave, Suite #101
7 North Las Vegas, Nevada 89032
8 (702)275-4185 (o), 702) 664-0457 (f)
9 Attorney for CAPUCINE YOLANDA HOLMES

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

12 CAPUCINE YOLANDA HOLMES,
13 Plaintiff,

14 vs.

15 WILBERT ROY HOLMES,
16 Defendant.

Case No.: D-15-523582-D

Dept. No.: J

: **NOTICE OF ENTRY OF ORDER**

17 PLEASE TAKE NOTICE that an Order and/or Judgment was entered in this matter on:
18 June 1, 2017, a copy of which is attached.

19 DATED June 1, 2017

Submitted By:

Marsha Kimble-Simms
MARSHA KIMBLE-SIMMS, ESQ.

20 **CERTIFICATE OF SERVICE**

21 NOTICE OF ENTRY OF ORDER was mailed June 1, 2017, pursuant to NCRP 5 (b), by
22 depositing a copy in the US mail postage was fully prepaid, address to :
23

24 Capucine Y. Holmes
25 637 Twilight Blue Ave.
26 North Las Vegas, NV 89032

Wilbert R. Holmes
10550 Pattington Court
Las Vegas, Nevada 89183

27 Dated this 1 day of June, 2017

[Signature]
An employee of The Simms Law Firm

Steven D. Grierson

1 DECD
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4 **DISTRICT COURT**
5 **CLARK COUNTY, NEVADA**

6
7 **CAPUCINE YOLANDA HOLMES,**

8 **Plaintiff,**

9 **vs.**

10 **WILBERT ROY HOLMES,**

11 **Defendant.**
12

CASE NO. : D-15-523582-D

DEPARTMENT J

13 **DECREE OF DIVORCE**

14 This matter came on for a trial before the Honorable Rena G. Hughes,
15 Department J of the 8th Judicial District Court, Family Division on January
16 10, 2017 and January 18, 2017. Subsequent to trial, the parties were ordered
17 to provide the Court written documentation of the original mortgage against
18 the marital residence located at 10550 Patrington Court, Las Vegas, Nevada.
19

20 On January 20, 2017, Plaintiff sent a subpoena to Chicago Title
21 Company requesting the mortgage information. On February 1, February 10,
22 and February 16, 2017 the parties filed additional documents, mainly
23 consisting of the closing settlement statement for the property, but not the
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1 original mortgage information. The closing settlement statement showed an
2 original mortgage of \$240,000, but no further details.

3
4 On April 6, 2017 Defendant filed "Closing Instructions" showing an
5 initial mortgage for \$240,000 at an annual rate of 7.5%. This is the
6 information the Court required to make a final decision in the matter.
7

8 FINDINGS OF FACT

9
10 The parties were married on July 3, 1999 in Las Vegas, Nevada. There
11 are no children of the marriage and Plaintiff is not pregnant.

12 The parties have resided in the State of Nevada for more than six
13 weeks prior to the filing of a Complaint for Divorce by Capucine. This Court
14 has personal jurisdiction over the parties, as well as subject matter
15 jurisdiction.
16

17 The issues before the Court were the division of the equity in the
18 marital residence pursuant to an Antenuptial Agreement, and Capucine's
19 request for attorneys' fees.
20

21 Procedurally, Capucine filed a Complaint for Divorce on November 5,
22 2015, and served Wilbert, who filed an Answer and Counterclaim for
23 Divorce on December 7, 2015. Thereafter, Capucine filed a Reply to the
24 Counterclaim on December 23, 2015. It was not plead until the Reply to
25 Counterclaim that the parties had entered into an "Antenuptial Agreement"
26
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28

1 on July 2, 1999 one day before the marriage was solemnized. The
2 Antenuptial Agreement was executed and notarized in Nevada, but is
3 governed by Michigan law.
4

5
6 Prior to trial on July 18, 2016, Wilbert filed a "Motion for Change of
7 Venue" requesting the case be moved to Nye County on the basis that
8 Wilbert would not receive a fair trial in Clark County because Capucine
9 allegedly had undue influence and power over the District Court Judges in
10 Clark County, Nevada. Wilbert's motion was denied as baseless.
11

12 Wilbert then filed a "Memorandum of Law in Support of Motion to
13 Disqualify Judge Rena G. Hughes Under 28 U.S.C. §144" on August 5, 2016,
14 seeking to disqualify this Court on the basis of alleged "actual or implied bias
15 of prejudice." Wilbert's motion was denied by the Chief Judge of the Eighth
16 Judicial District Court on September 23, 2016 by written order.
17
18

19 The case was set for trial on the Court's earliest available time, and
20 took place over two (2) days. At the conclusion of the evidence, the Court
21 was missing a key piece of information, namely, the original mortgage on the
22 marital residence, including the interest rate. Once Wilbert obtained and
23 provided this information to the Court, the Court had sufficient evidence to
24 reach a determination on Capucine's interest in the marital residence pursuant
25 to the Antenuptial Agreement. (Capucine initially challenged the July 2,
26
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1 1999 Antenuptial Agreement, then abandoned her claim.) At trial both
2 parties admitted to the validity of the Antenuptial Agreement as controlling
3 the disposition and determination of their marital estate.
4

5 The key provisions of the Antenuptial Agreement are as follows:
6

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

12 6. DIVISION OF ASSETS IF MARRIAGE IS
13 DISSOLVED. In the event that the marriage of Will and
14 Capucine shall terminate as a result of divorce, then, in full
15 satisfaction, settlement and discharge of any and all rights or
16 claims of alimony, support, property division, or other rights
17 or claims of any kind, nature, or description incident to
18 marriage and divorce (including any right to payment of legal
19 fees incident to a divorce) under the present or future statutes
20 and laws or common law of the State of Michigan or any
21 other jurisdiction (all of which are hereby waived and
22 released) the parties agree that all property acquired after the
23 marriage between the parties shall be divided as follows:
24

25 a. Any property acquired in either party's individual
26 capacity or name during the marriage, including
27 any investment accounts and/or contributions to
28 retirement plans (including but not limited to IRAs,
401(k) plans, 403(b)s, 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

1
2 and/or waive any dower rights, homestead rights or
3 other rights or claims of any kind of nature under
4 the present or future statutes she has on said home.

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

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

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

26 Antenuptial Agreement (emphasis added).

27 The marital residence at 10550 Patrington Court, Las Vegas,
28 Nevada was constructed during the marriage. The parties moved in
around December 1999. Wilburt alone is on title and on the mortgage.
Wilburt filed a document post-trial (as requested) indicating the original
mortgage price was \$240,000.00 with 7.5% interest per annum.

1 When the parties married, they contracted for any increase in equity
2 in the marital home from the point two full years after marriage to the
3 time of divorce be split 50/50. While Wilburt had sole and exclusive
4 control over the mortgage, any re-financing, second mortgages, and
5 home equity lines of credit, he did not have contractual authority to
6 defeat Capucine's interest in the equity by depleting it.
7

8 This is the reason the Court requested the original mortgage
9 terms. The Court needed to determine what financial equity would have
10 been available had Wilburt not leveraged all the equity in the home.
11

12 Pursuant to the original mortgage of \$240,000.00, at 7.5% annual
13 interest, amortized, the balance of the mortgage at the time of divorce
14 should have been \$177,124.48.
15

16 The value of the home at the time of divorce was \$620,000.00, as
17 testified by Justin Novinger, a real estate broker, who is certified to
18 appraise real estate. The historical value of the home in 2001 was
19 \$488,413.00 according to Mr. Novinger.
20

21 The Court calculated the increase in equity according to the
22 following formula:
23

24 ///

25 ///

1	Value 2 full years after marriage:	\$488,413.00
2		
3	Amortized mortgage balance 2 full years	
4	After marriage 7/2001:	<u>(\$236,418.54)</u>
5	Equity value after 2 years married:	\$251,994.46
6		
7	Value at divorce 1/2017	\$620,000.00
8		
9	Amortized mortgage balance at divorce	
10	under initial mortgage 1/2017:	<u>(\$166,280.18)</u>
11	Equity value at divorce under	
12	original mortgage:	\$453,719.92
13		
14	Increase in equity:	<u>\$201,725.46</u>
15	50%	<u>\$100,862.73</u>
16		
17	Capucine is entitled to 50% in the increased equity value of	
18	\$100,862.73. To the extent Wilburt has incurred liens for property taxes,	
19	utilities and homeowner's association dues, such shall not decrease	
20	Capucine's equity interest. Wilburt incurred, or allowed such debts to accrue	
21	unpaid, without Capucine's knowledge or consent, thus he shall be 100%	
22	responsible to pay the same.	
23		
24	Pursuant to the Antenuptial Agreement, all other items of property and	
25	debts are the sole and separate property of each party, save and except items	
26	of personal property. Capucine has personal property items located in the	
27	residence that were not returned to her.	
28		

1
2 **CONCLUSIONS OF LAW**

3 **NOW, THEREFORE**, based upon the above findings of fact,

4 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that
5 the Court has personal and subject matter jurisdiction over the parties to
6 restore them to the status of single, unmarried persons.
7

8 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
9 pursuant to NRS ch. 123A, parties may contract with respect to their rights
10 and obligations, and the disposition of the same upon dissolution of marriage.
11 Neither party provided the Court with the relevant Michigan statutes
12 pertaining to Antenuptial Agreements. The Court conducted legal research
13 on the matter. While Michigan has not adopted the Uniform Premarital
14 Agreements Act, there appears to be no public policy in Michigan against
15 parties entering into written contracts in contemplation of marriage.
16 M.C.L.A. 566.132. The Court finds the Premarital Agreement in this case is
17 not against Michigan public policy or statute.
18

19 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
20 Wilburt Roy Holmes shall pay Capucine Yolanda Holmes \$100,862.73 for
21 her interest in the marital residence, within sixty (60) days. The sum of
22 \$100,862.73 is reduced to judgment, carrying interest at the legal rate.
23
24
25
26
27
28

1
2 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
3 Capucine Yolanda Holmes shall have a lien on the marital residence located
4 at 10550 Patrington Court, Las Vegas, Nevada in the amount of \$100,862.73,
5 to be recorded in the Office of the County Recorder, Clark County, Nevada
6 by Ms. Holmes.
7

8 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
9 if Wilburt Roy Holmes does not tender \$100,862.73 to Capucine Yolanda
10 Holmes within sixty (60) days, Ms. Holmes shall be entitled to force the sale
11 of the property to obtain her equity share in the amount of \$100,862.73, plus
12 costs and attorney's fees to effectuate the sale.
13
14

15 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
16 Wilburt Roy Holmes shall provide Capucine Yolanda Holmes' items left at
17 the marital residence to her, at his cost, and move them to a location she
18 designates. Mr. Holmes shall deliver her items within thirty (30) days, or be
19 responsible for the replacement costs of any items not returned to Capucine.
20
21

22 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
23 the Court retains jurisdiction over the property issues to resolve any disputes
24 post-Decree.
25

26 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
27 the Antenuptial Agreement, paragraph 6, precludes Capucine's ability to
28

1 recover attorney's fees. Otherwise, pursuant to *Sargeant v. Sargeant*, Ms.
2
3 Holmes would have been entitled to her attorney's fees and costs incurred in
4 this action.

5 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** each
6
7 party shall retain all other personal property in his or her possession.

8 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** each
9
10 party shall pay, defend, and hold the other harmless from any and all
11 liabilities and debts in his or her name.

12 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
13
14 the bonds of matrimony now existing between the parties are hereby wholly
15 dissolved, and an absolute Decree of Divorce is hereby granted to the parties,
16 and each of the parties are hereby restored to the status of a single, unmarried
17 person.

18
19 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that
20 each party shall submit the information required in NRS 125.130 on a
21


22 ///

23 ///

24 ///

1
2 separate form to the Court. Such information shall be maintained by the
3 Clerk in a confidential manner and not part of the public record.

4 **IT IS SO ORDERED** this 31st day of May, 2017.

5
6 
7 RENA G. HUGHES
8 DISTRICT COURT JUDGE
9

Steven D. Grierson

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

CAPUCINE YOLANDA HOLMES,

Plaintiff,

vs.

WILBERT ROY HOLMES,

Defendant.

Case No.: D-15-523582-D

Dept. No.: J

WITHDRAWAL

WITHDRAWAL OF ATTORNEY

COMES NOW, MARSHA KIMBLE-SIMMS, ESQ., of THE SIMMS LAW FIRM, L.L.C., and pursuant to Supreme Court Rule 46, which provides that an attorney may withdraw as attorney of record at any time after judgment or final determination of an action, upon attorney's filing a withdrawal. Plaintiff may be served with future notice at the following address:

Capucine Y. Holmes
637 Twilight Blue Ave.
North Las Vegas, Nevada 89032

Plaintiff is responsible for keeping the Court informed of any change of address. This notice is based upon the papers and pleadings on file herein together with points and authorities attached hereto.

Dated this 1 day of June, 2017

By: *[Signature]*
MARSHA KIMBLE-SIMMS, ESQ.

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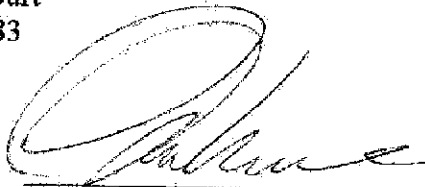
CERTIFICATE OF SERVICE

Pursuant to NCRP 5 (b), I certify that on the 1 day, of June, 2017, service of the foregoing a copy of WITHDRAWAL OF ATTORNEY was made by depositing a true and correct copy of the same, enclosed in a sealed envelope upon which first class postage was fully prepaid, in the United States mail at Las Vegas, Nevada addressed as follows:

Capucine Y. Holmes
637 Twilight Blue Ave.
North Las Vegas, NV 89032

Wilbert Roy Holmes
10550 Patrington Court
Las Vegas, NV 89183

Dated this 1 day of June, 2017



An employee of The Simms Law Firm



1 ASTA

2
3
4
5
6 **IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE**
7 **STATE OF NEVADA IN AND FOR**
8 **THE COUNTY OF CLARK**

9 CAPUCINE Y. HOLMES,

10 Plaintiff(s)

11 vs.

12 WILBERT R. HOLMES,

13 Defendant(s),

Case No: D-15-523582-D

Dept No: J

14
15
16 **CASE APPEAL STATEMENT**

17
18 1. Appellant(s): Wilbert R. Holmes

19 2. Judge: Rena G. Hughes

20 3. Appellant(s): Wilbert R. Holmes

21 Counsel:

22 Wilbert R. Holmes
23 10550 Patrington Ct.
24 Las Vegas, NV 89183

25 4. Respondent (s): Capucine Y. Holmes

26 Counsel:

27 Capucine Y. Holmes
28 637 Twilight Blue Ave.
North Las Vegas, NV 89032

1 5. Appellant(s)'s Attorney Licensed in Nevada: N/A
2 Permission Granted: N/A

3 Respondent(s)'s Attorney Licensed in Nevada: N/A
4 Permission Granted: N/A

5 6. Appellant Represented by Appointed Counsel In District Court: No

6 7. Appellant Represented by Appointed Counsel On Appeal: N/A

7 8. Appellant Granted Leave to Proceed in Forma Pauperis: Yes, October 10, 2016

8 Appellant Filed Application to Proceed in Forma Pauperis: N/A
9 Date Application(s) filed: N/A

10 9. Date Commenced in District Court: November 5, 2015

11 10. Brief Description of the Nature of the Action: DOMESTIC - Marriage Dissolution

12 Type of Judgment or Order Being Appealed: Divorce Decree

13 11. Previous Appeal: No

14 Supreme Court Docket Number(s): N/A

15 12. Child Custody or Visitation: N/A

16 13. Possibility of Settlement: Unknown

17 Dated This 14 day of June 2017.

18 Steven D. Grierson, Clerk of the Court

19
20 /s/ Amanda Hampton

21 Amanda Hampton, Deputy Clerk
22 200 Lewis Ave
23 PO Box 551601
24 Las Vegas, Nevada 89155-1601
25 (702) 671-0512

26
27 cc: Wilbert R. Holmes
28

Steven D. Grierson

0001

1 WILBERT R HOLMES
(Name)
2 10430 PATRINGTON CT
(Address)
3 LAS VEGAS NV 89147
(City, State, Zip)
4 702 281 5753
(Telephone)
5 WILHELMSTHEDR.COM
(E-mail Address)

6 ☐ Plaintiff ☒ Defendant, In Proper Person

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

10 CAPUCINE Y HOLMES
11 Plaintiff(s).
12
13 vs.
14 WILBERT R HOLMES
15 Defendant(s).

Case No.: D 15 523582 D
Dept. No.: _____

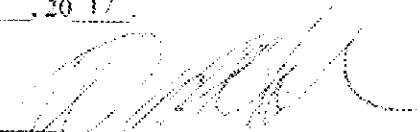
16 **MOTION FOR** A district court judgment can be stayed by filing a motion in
17 the district court asking the judge to stay the judgment pending
18 appeal. **MOTION TO STAY**

(Insert Title of Motion)

19 (Check one box) ☐ Plaintiff ☒ Defendant, (insert your name) WILBERT R HOLMES

20 _____, appearing in proper person, submits this
21 motion based upon the following Memorandum of Points and Authorities; the pleadings and
22 papers on file in this case; the attached exhibits hereto, if any; and the argument allowed by the
23 Court at the time of hearing.

24 DATED: JULY 18, 20 17

25 
26 (Signature)
27 Plaintiff ☒ Defendant, In Proper Person

NOTICE OF MOTION

TO: CAPUCINE Y HOLMES (Name of Nonmoving Party)
(Name of Nonmoving Party's Attorney)

(NOTE: Sign below, but DO NOT insert date and time for hearing. The court clerk will complete upon filing.)

YOU AND EACH OF YOU take notice that on the 23rd day of August
20 at the hour of _____ o'clock _____ a.m. of said day, the above **MOTION FOR STAY**
No Appearance Required will be heard in Department

J of the above-entitled Court.

DATED: _____, 20____.



Plaintiff/ XDefendant, in Proper Person

MEMORANDUM OF POINTS AND AUTHORITIES

"A district court judgment can be stayed by filing a motion in the district court asking the judge to stay the judgment pending appeal." (this copied from SELF HELP WEBSITE)

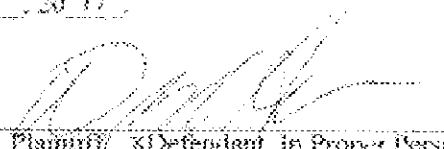
I previously filed for a STAY with the Supreme court(on time). I was advised I had to file the motion with the District Court first. I am doing so at this point.

Thank you for your consideration of acceptance in the matter and procedure.

Wilbert R Holmes

() Check if continued on attached pages)

DATED: JULY 18, 20 17.



Plaintiff/ XDefendant, in Proper Person

CERTIFICATE OF MAILING

Pursuant to Nev. R. Civ. P. 5(b), I HEREBY CERTIFY that on *(insert date of mailing)*

JULY 18, 20 17, I placed a true and correct copy of the above **MOTION**

FOR STAY

in the United States Mail at Las Vegas, Nevada, with first-class postage prepaid, addressed to the

following *(insert name and address of opposing party's attorney, or opposing party if unrepresented)*:


CAPUCINE Y HOLMES

637 TWILIGHT BLUE

NORTH LAS VEGAS, NV

89032

DATED: JULY 18, 20 17



Plaintiff / Defendant, In Proper Person

(Signature)

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

CAPUCINE Y HOLMES

Plaintiff/Petitioner

v.

WILBERT R HOLMES

Defendant/Respondent

Case No. D 15 523582 D

Dept. _____

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below.

- ☐ **\$25** The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-
☒ **\$0** The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
- ☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
 - ☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
 - ☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
 - ☒ Other Excluded Motion (must specify) I have a fee waiver for this case _____.

Step 2. Select the \$0, \$129 or \$57 filing fee in the box below.

- ☒ **\$0** The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
- ☒ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
 - ☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
- OR-
☐ **\$129** The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
-OR-
☐ **\$57** The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

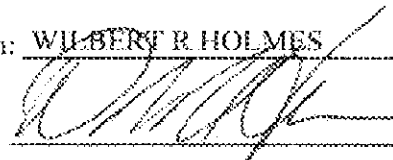
Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

☒ \$0 ☐ \$25 ☐ \$57 ☐ \$82 ☐ \$129 ☐ \$154

Party filing Motion/Opposition: WILBERT R HOLMES Date 7/18/2017

Signature of Party or Preparer



**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

March 30, 2016

D-15-523582-D Capucine Yolanda Holmes, Plaintiff
vs.
Wilbert Roy Holmes, Defendant.

**March 30, 2016 11:00 AM Case Management
Conference**

HEARD BY: Hughes, Rena G.

COURTROOM: Courtroom 04

COURT CLERK: Tiffany Skaggs

PARTIES:

Capucine Holmes, Plaintiff, not present	Pro Se
Wilbert Holmes, Defendant, not present	Pro Se

JOURNAL ENTRIES

- Due to the unavailability, of the Court, matter OFF CALENDAR and RESET, for 4/6/16.

A copy of today's minute order and Notice of Rescheduling of Hearing, placed, in counsel's folder, at Family Court.

INTERIM CONDITIONS:

FUTURE HEARINGS:

PRINT DATE:	07/26/2017	Page 1 of 19	Minutes Date:	March 30, 2016
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

April 06, 2016

D-15-523582-D Capucine Yolanda Holmes, Plaintiff
vs.
Wilbert Roy Holmes, Defendant.

**April 06, 2016 11:00 AM Case Management
Conference**

HEARD BY: Hughes, Rena G.**COURTROOM:** Courtroom 04**COURT CLERK:** Tiffany Skaggs**PARTIES:**

Capucine Holmes, Plaintiff, present	Pro Se
Wilbert Holmes, Defendant, present	Pro Se

JOURNAL ENTRIES

- Arguments regarding, pre nuptial agreement, division of property, appraisal of marital residence, selling of the marital residence, job search for Plaintiff, assets and debts, domestic violence, TORTE claims and battery.

COURT stated FINDINGS and ORDERED:

1. The MARTIAL APPRAISAL shall be PREPARED, by SCOTT DUGAN. Defendant shall FRONT the COST; HOWEVER, in the END, said COST shall be EQUALLY DIVIDED, by the Parties.
2. The PRE NUPTIAL AGREEMENT shall GOVERN the DIVISION, of PROPERTY.
3. DISCOVERY shall be OPEN.
4. Pursuant to 16.2, EXCHANGE of DOCUMENTS shall be VOLUNTARILY COMPLETED.
5. Counsel shall AMEND the PLEADINGS, to INCLUDE the TORTE CLAIM and COMMUNITY WASTE, within the next 30 days.

PRINT DATE:	07/26/2017	Page 2 of 19	Minutes Date:	March 30, 2016
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Attorney Jacobson to prepare an Order, from today's hearing.

9/27/16 11:00 am CALENDAR CALL

10/11/16 1:30 pm EVIDENTIARY HEARING - finances and equity in residence (stack #2)

INTERIM CONDITIONS:

FUTURE HEARINGS: Apr 06, 2016 11:00AM Case Management Conference
Reset, from 3/30/16, due to JNA.
Courtroom 04 Hughes, Rena G.

PRINT DATE:	07/26/2017	Page 3 of 19	Minutes Date:	March 30, 2016
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

July 26, 2016

D-15-523582-D Capucine Yolanda Holmes, Plaintiff
vs.
Wilbert Roy Holmes, Defendant.

July 26, 2016 11:00 AM Minute Order

HEARD BY: Hughes, Rena G.**COURTROOM:** Courtroom 04**COURT CLERK:** Tiffany Skaggs**PARTIES:**

Capucine Holmes, Plaintiff, not present	Pro Se
Wilbert Holmes, Defendant, not present	Pro Se

JOURNAL ENTRIES

- Per Judge Hughes

NRCP 1 and EDCR 1.10 state that the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action. Pursuant to EDCR 2.23(c) and 5.11(e), this Court can consider a motion and issue a decision on the papers at any time without a hearing. Further, pursuant to EDCR 2.20(c), this Court can grant the requested relief if there is no opposition timely filed.

On July 16, 2016 Defendant filed a Motion for Change of Venue, with a Notice of Motion filed July 22, 2016 setting a hearing for September 21, 2016 at 10:00 a.m. The basis of Defendant's motion to change venue is his assertion that Plaintiff somehow can exert undue influence over the judiciary in Clark County, Nevada, and thus he will not receive a fair trial. Defendant further asserts that members of the judiciary have attended social events at his home, and that Plaintiff, his wife, is friends with members of the judiciary. Defendant does not assert Judge Rena Hughes attended social events at his home, or that Judge Rena Hughes is friends with his wife.

Judge Rena Hughes has in fact not attended any social events at the parties' home, and is not friends with Plaintiff. Judge Rena Hughes has no bias, nor prejudice for, or against, either party. Plaintiff has no undue influence over Judge Rena Hughes, and there is no basis to change venue as Defendant

PRINT DATE: 07/26/2017

Page 4 of 19

Minutes Date:

March 30, 2016

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

asserts. See, SCR 2.11.

Defendant's Motion for Change of Venue is devoid of legal points and authorities, and does not meet the requirements of EDCR 2.20. Even if Defendant had cited to the appropriate statute or rule, the Court finds no basis for a change in venue. Both parties reside in Clark County, Nevada, the forum is convenient, and there is no obstacle to a fair and impartial trial. See, NRS 13.040 and 13.050.

Defendant's Motion is DENIED, and the hearing of September 21, 2016 is VACATED.

Clerk's note, a copy of today's was mailed to Defendant, at the address, on file and placed, in counsel's folder, at Family Court.

INTERIM CONDITIONS:

FUTURE HEARINGS: Sep 27, 2016 11:00AM Calendar Call
due to stacking - set EH on 10/12/16
Courtroom 04 Hughes, Rena G.

PRINT DATE:	07/26/2017	Page 5 of 19	Minutes Date:	March 30, 2016
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES****September 22, 2016**

D-15-523582-D Capucine Yolanda Holmes, Plaintiff
vs.
Wilbert Roy Holmes, Defendant.

**September 22, 2016 3:00 AM Motion to Disqualify
Judge**

HEARD BY: Barker, David**COURTROOM:****COURT CLERK:****PARTIES:**

Capucine Holmes, Plaintiff, not present	Pro Se
Wilbert Holmes, Defendant, not present	Pro Se

JOURNAL ENTRIES

- The Court notes that in Plaintiff's Motion to Amend Pleadings, filed July 22, 2016, and set for hearing on October 4, 2016, Plaintiff's counsel references having spoken with this Court and being referred to Presiding Judge of the Family Division, Judge Charles Hoskin. See motion at 8:9-14. To avoid the appearance of impropriety Defendant's Motion to Disqualify Judge Hughes is ORDERED transferred to the Department 11 September 23, 2016, chamber calendar for either reassignment or decision by Judge Gonzalez at her discretion.

CLERK'S NOTE: A copy of this Minute Order has been placed in the attorney folder of Marsha Kimble-Simms, Esq., and mailed to:
Wilbert Roy Holmes
10550 Patrington Ct.
Las Vegas, NV 89183.anm/9/22/16

INTERIM CONDITIONS:

PRINT DATE:	07/26/2017	Page 6 of 19	Minutes Date:	March 30, 2016
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

FUTURE HEARINGS:

PRINT DATE:	07/26/2017	Page 7 of 19	Minutes Date:	March 30, 2016
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES****September 23, 2016**

D-15-523582-D Capucine Yolanda Holmes, Plaintiff
vs.
Wilbert Roy Holmes, Defendant.

September 23, 2016 3:00 AM Minute Order

HEARD BY: Gonzalez, Elizabeth**COURTROOM:** RJC Courtroom 14C**COURT CLERK:** Dulce Romea**PARTIES:**

Capucine Holmes, Plaintiff, not present	Pro Se
Wilbert Holmes, Defendant, not present	Pro Se

JOURNAL ENTRIES

- COURT ORDERED, as it does not appear that the motion was properly served upon the judge under NRS 1.235(4) the motion to disqualify is DENIED. See written order.

CLERK'S NOTE: A copy of the above minute order was electronically mailed to Atty. Marsha Simms, counsel for Plaintiff, and mailed to Wilbert Holmes, Defendant in Pro Se, at 10550 Patrington Ct Las Vegas, NV 89183. / dr 9-28-16

INTERIM CONDITIONS:**FUTURE HEARINGS:**

PRINT DATE:	07/26/2017	Page 8 of 19	Minutes Date:	March 30, 2016
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES****September 27, 2016**

D-15-523582-D Capucine Yolanda Holmes, Plaintiff
vs.
Wilbert Roy Holmes, Defendant.

September 27, 11:00 AM Calendar Call
2016

HEARD BY: Hughes, Rena G.**COURTROOM:** Courtroom 04**COURT CLERK:** Tiffany Skaggs**PARTIES:**

Capucine Holmes, Plaintiff, not present	Pro Se
Wilbert Holmes, Defendant, not present	Pro Se

JOURNAL ENTRIES

- Court noted, there were no appearance, for today's hearing, due to confusion, regarding the final order dealing with Defendant's motion, to disqualify.

Court clerk trainee, Marlana Elliott, present.

COURT ORDERED, DUE to STACKING, the EVIDENTIARY HEARING shall be RESET, to 10/12/16. Court's JEA to NOTICE said HEARING. The MOTION set, for 10/4/16, STANDS.

INTERIM CONDITIONS:**FUTURE HEARINGS:**

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES****October 04, 2016**

D-15-523582-D Capucine Yolanda Holmes, Plaintiff
 vs.
 Wilbert Roy Holmes, Defendant.

October 04, 2016 10:00 AM Motion

HEARD BY: Hughes, Rena G.

COURTROOM: Courtroom 04

COURT CLERK: Tiffany Skaggs

PARTIES:

Capucine Holmes, Plaintiff, present	Pro Se
Wilbert Holmes, Defendant, not present	Pro Se

JOURNAL ENTRIES

- PLTF'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

Court clerk Tiffany Skaggs present.

Discussion regarding lack of full disclosure, prenuptial agreement, 4/6/16 hearing and SOGG.

Counsel stated Plaintiff found out after the 4/16 hearing that Defendant owned a liquor business and did not disclose everything.

Attorney advised, Defendant represented he was not going to appear in court anymore.

COURT ORDERED,

1. Behavioral Order shall be in EFFECT immediately.
2. Plaintiff's request to AMEND, regarding the TORQUE CLAIM and COMMUNITY WASTE shall be GRANTED.

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3. Defendant's Complaint for Malicious Prosecution filed 9/28/16 shall be STRICKEN as it is not a Motion or Proper Document.
4. Plaintiff's claim that Defendant interfered with a job offer shall NOT be ALLOWED as claim does NOT relate to Divorce.
5. Plaintiff's Intentional Infliction claim shall NOT be ALLOWED as claim does NOT relate to Divorce.
6. Attorney shall file briefs pursuant to Michigan Law.
7. Evidentiary hearing regarding financials and marital residence STANDS.

12/15/2016 10:00 am EVIDENTIARY HEARING - validity of prenuptial agreement

Minute's from today's hearing to suffice.

INTERIM CONDITIONS:

FUTURE HEARINGS:

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES****October 11, 2016**

D-15-523582-D Capucine Yolanda Holmes, Plaintiff
vs.
Wilbert Roy Holmes, Defendant.

October 11, 2016 10:00 AM Minute Order

HEARD BY: Hughes, Rena G.**COURTROOM:** Courtroom 04**COURT CLERK:** Marlana Elliott**PARTIES:**

Capucine Holmes, Plaintiff, not present	Pro Se
Wilbert Holmes, Defendant, not present	Pro Se

JOURNAL ENTRIES

- -PER JUDGE

NRCP 1 and EDCR 1.10 state that the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action. Pursuant to EDCR 2.23(c) and 5.11(e), this Court can consider a motion and issue a decision on the papers at any time without a hearing. Further, pursuant to EDCR 2.20(c), this Court can grant the requested relief if there is no opposition timely filed.

At the April 6, 2016 Case Management Conference hearing, the Court set the matter for an Evidentiary Hearing regarding finances and equity in the marital residence. The Court Ordered a marital appraisal be prepared by Scott Dugan, for the prenuptial agreement to govern the division of property, for discovery to open, for the exchange of documents to be voluntarily completed pursuant to 16.2, and for counsel to amend the pleadings to include the tort claim and the community waste claim within the next 30 days. The Evidentiary Hearing was scheduled for October 12, 2016.

Subsequent to the April 6, 2016 hearing, Plaintiff filed a Motion to Amend the Pleadings, for an Order to Enforce and for an Order to Show Cause and to Set Aside the Premarital Agreement. At the Motion hearing on October 4, 2016, the Court granted Plaintiff's request to amend the complaint to include the tort and community waste claim. The Court set an Evidentiary Hearing on the validity of the prenuptial agreement. The Evidentiary Hearing was scheduled for December 15, 2016.

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March 30, 2016

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This Court has read and considered the current underlying pleadings in this matter. As the prenuptial agreement controls the marital estate and the validity of the prenuptial agreement is being contested, the Court is hereby continuing the Evidentiary Hearing re: finances and equity in the marital estate from October 12, 2016 to April 18, 2017.

The Court will first hear the Evidentiary Hearing re: the validity of the prenuptial agreement, on December 15, 2016. Thereafter the Court will address the Evidentiary Hearing regarding the finances and the equity in the marital residence.

Clerk's note, a copy of today's minute order, was mailed to Defendant, at the address on file and placed in Attorney's folder, at Family Court.

INTERIM CONDITIONS:

FUTURE HEARINGS:

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES****December 20, 2016**

D-15-523582-D Capucine Yolanda Holmes, Plaintiff
vs.
Wilbert Roy Holmes, Defendant.

December 20, 2016 11:00 AM All Pending Motions

HEARD BY: Hughes, Rena G.

COURTROOM: Courtroom 04

COURT CLERK: Tiffany Skaggs

PARTIES:

Capucine Holmes, Plaintiff, present	Pro Se
Wilbert Holmes, Defendant, present	Pro Se

JOURNAL ENTRIES

- DEFT'S MOTION FOR MALICIOUS PROSECUTION...CALENDAR CALL...STATUS CHECK...MOTION TO WITHDRAW AS COUNSEL OF RECORD PER OST

Court discussed Defendant's notice of motion failed to provide points or authorities, and a proper motion was not filed. Further, Plaintiff has not filed a pre trial memorandum. Court addressed counsel's motion to withdraw was not served; therefore, can not be heard, today.

Discussion regarding not having the entire pre nuptial agreement, from Michigan, appraisals of the residence and the length of time the case has been ongoing.

Court reviewed the pre nuptial agreement, which was filed, with the Court. Court noted, there is enough information, in the pre nuptial to apply the laws, of Michigan, to the document.

Counsel stated she does not feel comfortable moving forward, with the trial, with the documents she has, as they are not complete. Further, counsel has attempted to retrieve a copy of the full document, however has been able to, due to needing Defendant's authorization.

COURT stated FINDINGS and ORDERED:

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1. Defendant's MOTION shall be DENIED.
2. As Defendant FILED his EXHIBITS, in his PRE TRIAL MEMORANDUM (12/11/16), EXHIBITS B and C shall be STRICKEN.
3. EVIDENTIARY HEARING STANDS.

INTERIM CONDITIONS:

FUTURE HEARINGS:

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

January 10, 2017

D-15-523582-D Capucine Yolanda Holmes, Plaintiff
vs.
Wilbert Roy Holmes, Defendant.

January 10, 2017 1:30 PM Evidentiary Hearing

HEARD BY: Hughes, Rena G.**COURTROOM:** Courtroom 04**COURT CLERK:** Tiffany Skaggs**PARTIES:**

Capucine Holmes, Plaintiff, present	Pro Se
Wilbert Holmes, Defendant, present	Pro Se

JOURNAL ENTRIES

- HOUSEKEEPING ISSUES.

Review of issues and the pre marital agreement.

Witness's sworn and testified. Court heard testimony, from Plaintiff and Wendell Snow.

Exhibits offered and admitted. See exhibit worksheet.

Court addressed, exhibit C1 is an appraisal, for 2002, however, an appraisal, for 2001 was requested.

Due to TIME RESTRICTIONS, COURT ORDERED, matter CONTINUED, to 1/18/17.

INTERIM CONDITIONS:**FUTURE HEARINGS:**

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

January 18, 2017

D-15-523582-D Capucine Yolanda Holmes, Plaintiff
vs.
Wilbert Roy Holmes, Defendant.

January 18, 2017 1:30 PM Evidentiary Hearing

HEARD BY: Hughes, Rena G.**COURTROOM:** Courtroom 04**COURT CLERK:** April Graham**PARTIES:**

Capucine Holmes, Plaintiff, present	Pro Se
Wilbert Holmes, Defendant, present	Pro Se

JOURNAL ENTRIES

- Court noted both parties filed an Amended Pretrial Memorandum with additional exhibits.

Testimony and exhibits presented (see worksheets).

COURT ORDERED, matter is taken UNDER ADVISEMENT. As the Court is unable to make a DECISION at this time, Ms. Kimble-Simms shall obtain the closing documents from the title company on the home when it was purchased in 1999 and file it with the Court; she may prepare an Order for the Court to sign should a subpoena not be sufficient.

Ms. Kimble-Simms shall prepare the Order from today's hearing.

Clerk's Note: After the hearing, COURT ORDERED, Defendant is to make Plaintiff's personal items in the home available for her to pick up within 10 days of today's date. (ag)

INTERIM CONDITIONS:**FUTURE HEARINGS:** Jan 18, 2017 1:30PM Evidentiary Hearing

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DAY 2 - Finances / equity in marital residence
Courtroom 04 Hughes, Rena G.

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Certification of Copy and Transmittal of Record

State of Nevada }
County of Clark } SS:

Pursuant to the Supreme Court order dated June 29, 2017, I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, do hereby certify that the foregoing is a true, full and correct copy of the complete trial court record for the case referenced below. The record comprises four volumes with pages numbered 1 through 826.

CAPUCINE Y. HOLMES,

Plaintiff(s),

vs.

WILBERT R. HOLMES,

Defendant(s),

Case No: D-15-523582-D

Dept. No: J

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 27 day of July 2017.

Steven D. Grierson, Clerk of the Court



Amber Lasby, Deputy Clerk

