

IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Aug 16 2021 02:07 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

THOMAS WALKER, AN INDIVIDUAL,
Appellant(s),

vs.

FLOYD WAYNE GRIMES; WBG TRUST;
ELIZABETH GRIMES; VICTORIA JEAN
HALSEY; JALEE ARNONE; AND PETER
ARNONE,
Respondent(s),

Case No: A-18-783375-C

Docket No: 83284

RECORD ON APPEAL VOLUME 2

ATTORNEY FOR APPELLANT
THOMAS WALKER, PROPER PERSON
6253 ROCK MOUNTAIN AVE.
LAS VEGAS, NV 89156

ATTORNEY FOR RESPONDENT
KENNETH M. ROBERTS, ESQ.
1130 WIGWAM PKWY
HENDERSON, NV 89074

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A-18-783375-C

Thomas Walker, Plaintiff(s)

vs.

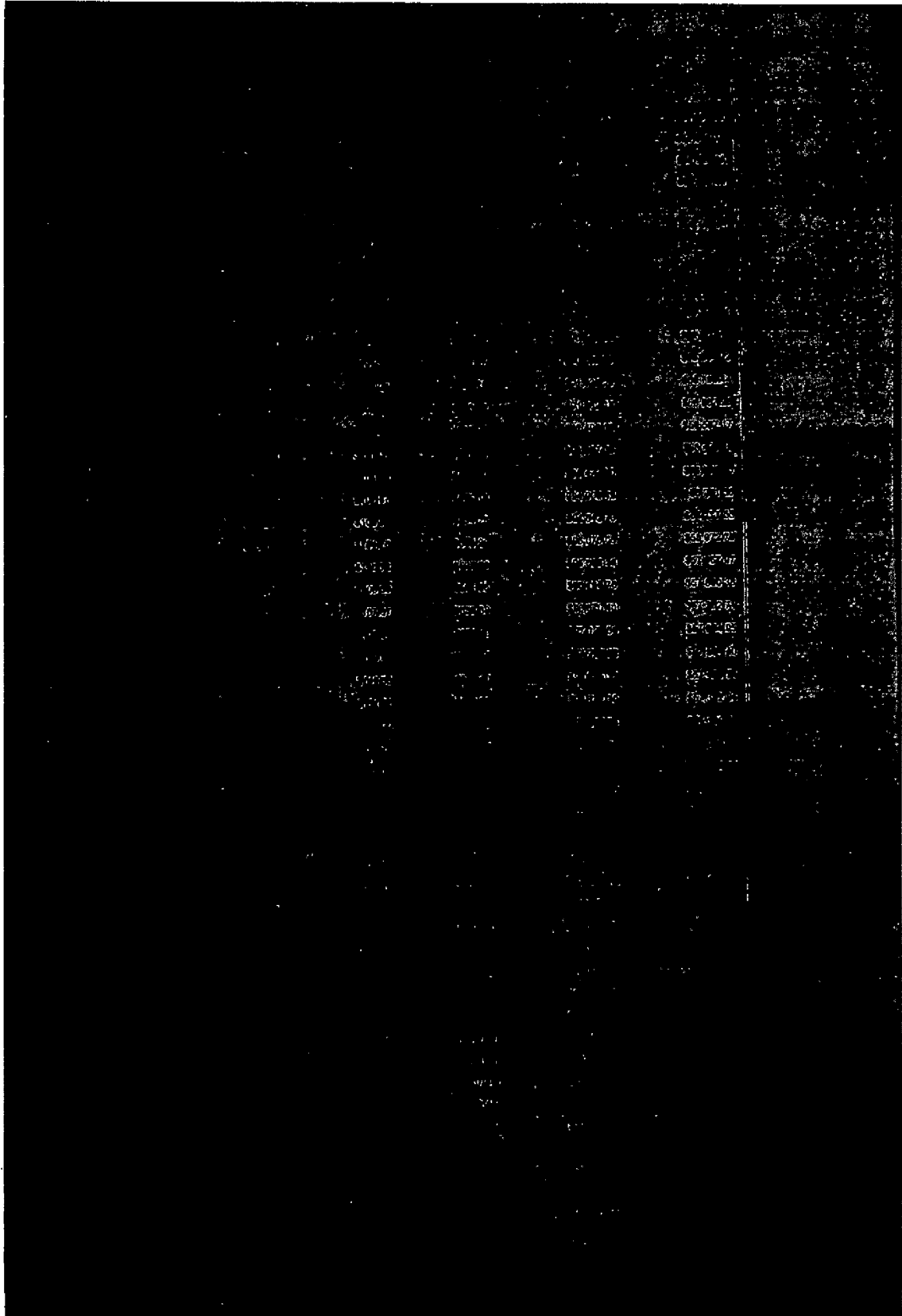
Floyd Grimes, Defendant(s)

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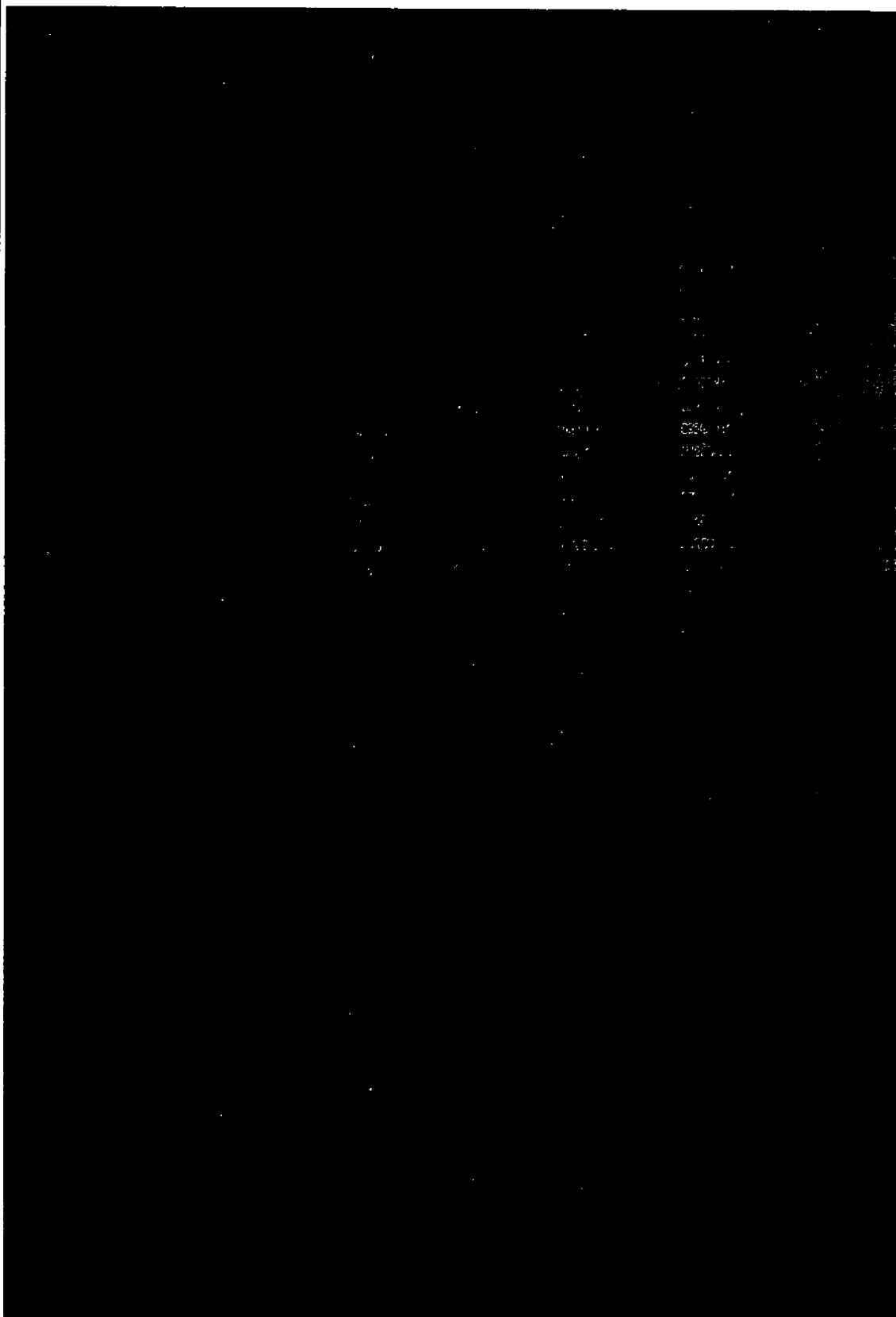
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Feb. 2013	\$639.06	\$90.04	\$481.21	\$87,001.82	\$63,348.08
Mar. 2013	\$639.06	\$87.37	\$480.69	\$86,182.21	\$63,290.71
Apr. 2013	\$639.06	\$87.09	\$480.18	\$85,792.57	\$63,232.82
May 2013	\$639.06	\$86.48	\$479.63	\$85,342.01	\$63,174.40
June 2013	\$639.06	\$86.98	\$479.10	\$84,921.10	\$63,119.44
July 2013	\$639.06	\$86.00	\$478.68	\$84,499.56	\$63,055.94
Aug. 2013	\$639.06	\$86.04	\$478.01	\$84,077.88	\$62,995.89
Sept. 2013	\$639.06	\$86.09	\$477.49	\$83,658.14	\$62,935.30
Oct. 2013	\$639.06	\$81.13	\$476.91	\$83,232.05	\$62,874.15
Nov. 2013	\$639.06	\$81.71	\$476.35	\$82,806.39	\$62,812.44
Dec. 2013	\$639.06	\$82.28	\$475.78	\$82,384.17	\$62,750.18
Jan. 2014	\$639.06	\$82.65	\$475.21	\$81,959.38	\$62,687.32
Feb. 2014	\$639.06	\$83.42	\$474.63	\$81,534.02	\$62,623.89
Mar. 2014	\$639.06	\$84.00	\$474.05	\$81,108.07	\$62,559.89
Apr. 2014	\$639.06	\$84.59	\$473.47	\$80,681.83	\$62,495.30
May 2014	\$639.06	\$85.18	\$472.87	\$80,254.41	\$62,430.12
June 2014	\$639.06	\$85.78	\$472.28	\$79,826.69	\$62,364.34
July 2014	\$639.06	\$86.38	\$471.67	\$79,398.38	\$62,297.95
Aug. 2014	\$639.06	\$86.99	\$471.08	\$78,969.42	\$62,230.98
Sept. 2014	\$639.06	\$87.51	\$470.45	\$78,539.87	\$62,163.38
Oct. 2014	\$639.06	\$88.23	\$469.83	\$78,109.70	\$62,095.19
Nov. 2014	\$639.06	\$88.85	\$469.21	\$77,678.91	\$62,026.28
Dec. 2014	\$639.06	\$89.48	\$468.57	\$77,247.48	\$61,956.79
Jan. 2015	\$639.06	\$70.12	\$467.94	\$76,815.42	\$61,886.67
Feb. 2015	\$639.06	\$70.78	\$467.28	\$76,382.71	\$61,815.91
Mar. 2015	\$639.06	\$71.41	\$466.65	\$75,949.36	\$61,744.50
Apr. 2015	\$639.06	\$72.07	\$466.00	\$75,515.35	\$61,672.44
May 2015	\$639.06	\$72.73	\$465.33	\$75,080.68	\$61,599.71
June 2015	\$639.06	\$73.39	\$464.66	\$74,645.35	\$61,526.32
July 2015	\$639.06	\$74.07	\$463.99	\$74,209.34	\$61,452.25
Aug. 2015	\$639.06	\$74.74	\$463.31	\$73,772.65	\$61,377.51
Sept. 2015	\$639.06	\$75.48	\$462.63	\$73,335.28	\$61,302.08
Oct. 2015	\$639.06	\$76.12	\$461.94	\$72,897.21	\$61,225.95
Nov. 2015	\$639.06	\$76.82	\$461.24	\$72,458.45	\$61,149.14
Dec. 2015	\$639.06	\$77.52	\$460.53	\$72,018.98	\$61,071.62
Jan. 2016	\$639.06	\$78.23	\$459.82	\$71,578.81	\$60,993.38
Feb. 2016	\$639.06	\$78.95	\$459.14	\$71,137.91	\$60,914.48
Mar. 2016	\$639.06	\$79.67	\$458.46	\$70,696.30	\$60,834.76
Apr. 2016	\$639.06	\$80.40	\$457.69	\$70,253.95	\$60,754.35
May 2016	\$639.06	\$81.14	\$456.91	\$69,810.89	\$60,673.21
June 2016	\$639.06	\$81.89	\$456.12	\$69,367.03	\$60,591.33
July 2016	\$639.06	\$82.64	\$455.42	\$68,922.45	\$60,508.69
Aug. 2016	\$639.06	\$83.39	\$454.66	\$68,477.10	\$60,425.30
Sept. 2016	\$639.06	\$84.15	\$453.90	\$68,031.02	\$60,341.14
Oct. 2016	\$639.06	\$84.93	\$453.13	\$67,584.14	\$60,256.21
Nov. 2016	\$639.06	\$85.71	\$452.35	\$67,136.49	\$60,170.50
Dec. 2016	\$639.06	\$86.49	\$451.58	\$66,688.05	\$60,084.01

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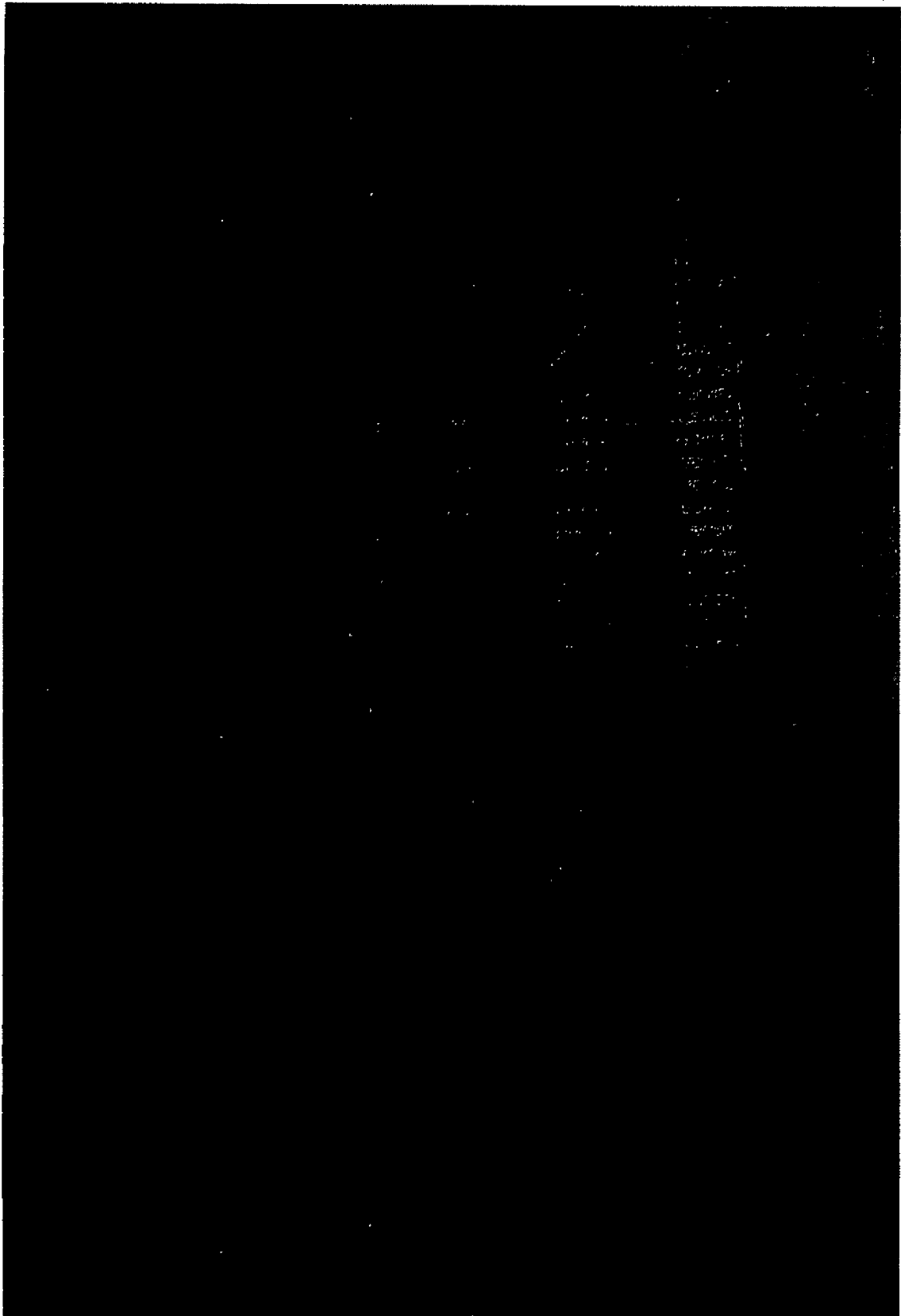


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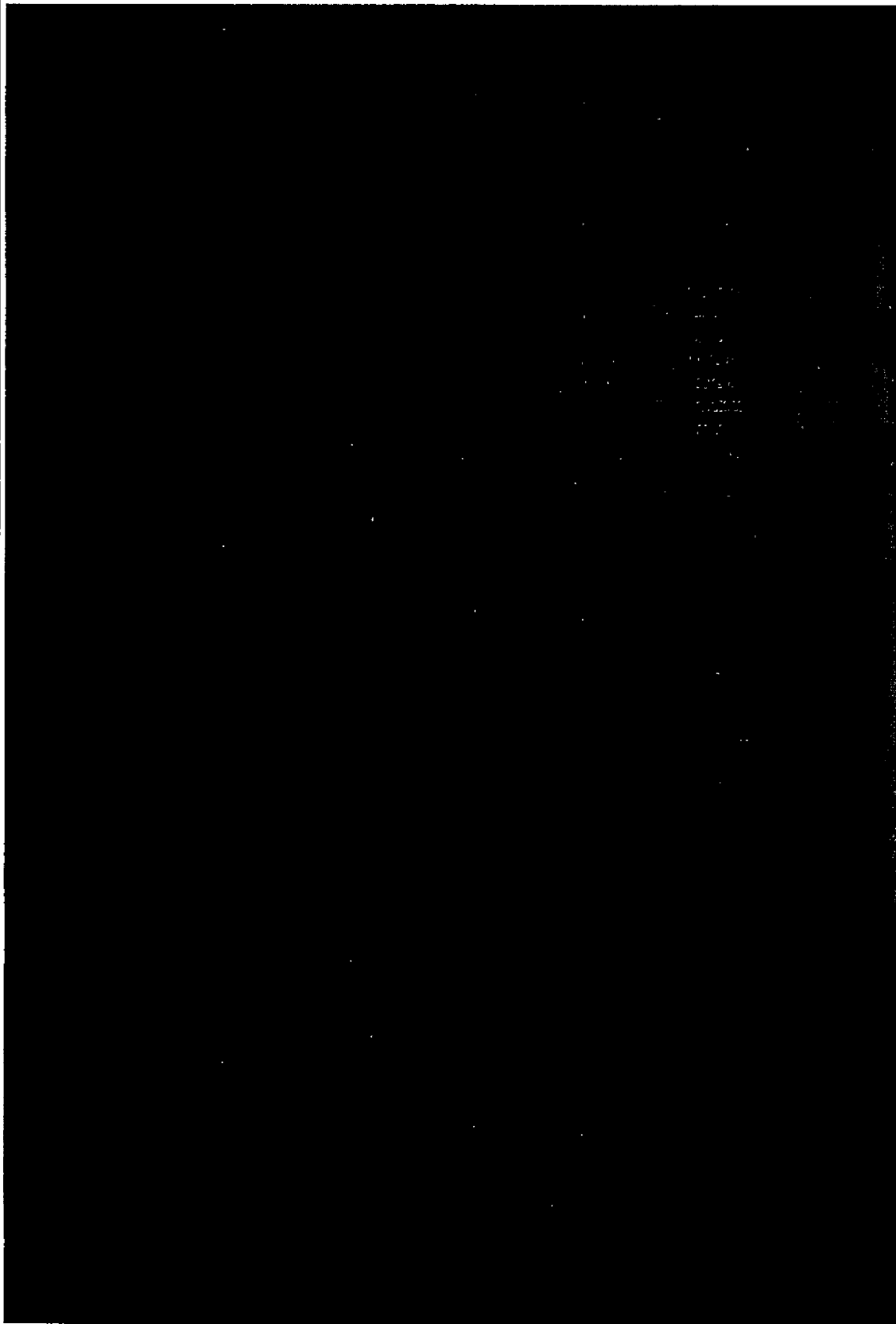


Nov. 2024	\$638.08	\$205.81	\$432.28	\$131,688.14	\$46,948.77
Dec. 2024	\$638.08	\$207.69	\$430.38	\$131,598.50	\$46,741.02
Jan. 2025	\$638.08	\$209.60	\$428.48	\$131,508.86	\$46,531.42
Feb. 2025	\$638.08	\$211.52	\$426.54	\$131,419.30	\$46,319.90
Mar. 2025	\$638.08	\$213.46	\$424.60	\$131,329.10	\$46,106.44
Apr. 2025	\$638.08	\$215.41	\$422.64	\$131,238.74	\$45,891.03
May 2025	\$638.08	\$217.39	\$420.67	\$131,147.41	\$45,673.64
June 2025	\$638.08	\$219.38	\$418.68	\$131,055.09	\$45,454.26
July 2025	\$638.08	\$221.39	\$416.68	\$130,961.76	\$45,232.86
Aug. 2025	\$638.08	\$223.42	\$414.63	\$130,867.38	\$45,009.44
Sept. 2025	\$638.08	\$225.47	\$412.58	\$130,771.97	\$44,783.97
Oct. 2025	\$638.08	\$227.54	\$410.52	\$130,675.49	\$44,556.44
Nov. 2025	\$638.08	\$229.62	\$408.43	\$130,577.93	\$44,326.81
Dec. 2025	\$638.08	\$231.72	\$406.33	\$130,479.25	\$44,095.06
Jan. 2026	\$638.08	\$233.85	\$404.20	\$130,379.46	\$43,861.23
Feb. 2026	\$638.08	\$236.00	\$402.06	\$130,278.52	\$43,625.21
Mar. 2026	\$638.08	\$238.16	\$399.90	\$130,176.42	\$43,387.08
Apr. 2026	\$638.08	\$240.34	\$397.71	\$130,073.13	\$43,146.74
May 2026	\$638.08	\$242.54	\$395.51	\$129,968.55	\$42,904.19
June 2026	\$638.08	\$244.77	\$393.29	\$129,862.93	\$42,659.42
July 2026	\$638.08	\$247.01	\$391.04	\$129,756.28	\$42,412.41
Aug. 2026	\$638.08	\$249.28	\$388.78	\$129,648.58	\$42,163.14
Sept. 2026	\$638.08	\$251.56	\$386.50	\$129,539.75	\$41,911.58
Oct. 2026	\$638.08	\$253.87	\$384.19	\$129,429.74	\$41,657.71
Nov. 2026	\$638.08	\$256.19	\$381.86	\$129,318.51	\$41,401.53
Dec. 2026	\$638.08	\$258.54	\$379.51	\$129,206.02	\$41,142.97
Jan. 2027	\$638.08	\$260.91	\$377.14	\$129,092.36	\$40,882.08
Feb. 2027	\$638.08	\$263.30	\$374.75	\$128,977.52	\$40,618.75
Mar. 2027	\$638.08	\$265.72	\$372.34	\$128,861.48	\$40,353.04
Apr. 2027	\$638.08	\$268.15	\$369.90	\$128,744.23	\$40,084.88
May 2027	\$638.08	\$270.61	\$367.44	\$128,625.76	\$39,814.27
June 2027	\$638.08	\$273.09	\$364.96	\$128,506.07	\$39,541.18
July 2027	\$638.08	\$275.60	\$362.46	\$128,385.13	\$39,265.58
Aug. 2027	\$638.08	\$278.12	\$359.93	\$128,262.96	\$38,987.46
Sept. 2027	\$638.08	\$280.67	\$357.39	\$128,139.55	\$38,706.78
Oct. 2027	\$638.08	\$283.24	\$354.81	\$128,014.88	\$38,423.54
Nov. 2027	\$638.08	\$285.84	\$352.22	\$127,888.97	\$38,137.70
Dec. 2027	\$638.08	\$288.46	\$349.60	\$127,761.77	\$37,849.24
Jan. 2028	\$638.08	\$291.11	\$346.95	\$127,633.22	\$37,558.14
Feb. 2028	\$638.08	\$293.77	\$344.28	\$127,503.30	\$37,264.38
Mar. 2028	\$638.08	\$296.47	\$341.59	\$127,372.00	\$36,967.90
Apr. 2028	\$638.08	\$299.18	\$338.87	\$127,239.31	\$36,668.71
May 2028	\$638.08	\$301.93	\$336.13	\$127,105.28	\$36,366.78
June 2028	\$638.08	\$304.69	\$333.36	\$126,969.89	\$36,062.08
July 2028	\$638.08	\$307.49	\$330.57	\$126,833.13	\$35,754.60
Aug. 2028	\$638.08	\$310.31	\$327.75	\$126,695.00	\$35,444.30
Sept. 2028	\$638.08	\$313.15	\$324.91	\$126,555.58	\$35,131.15

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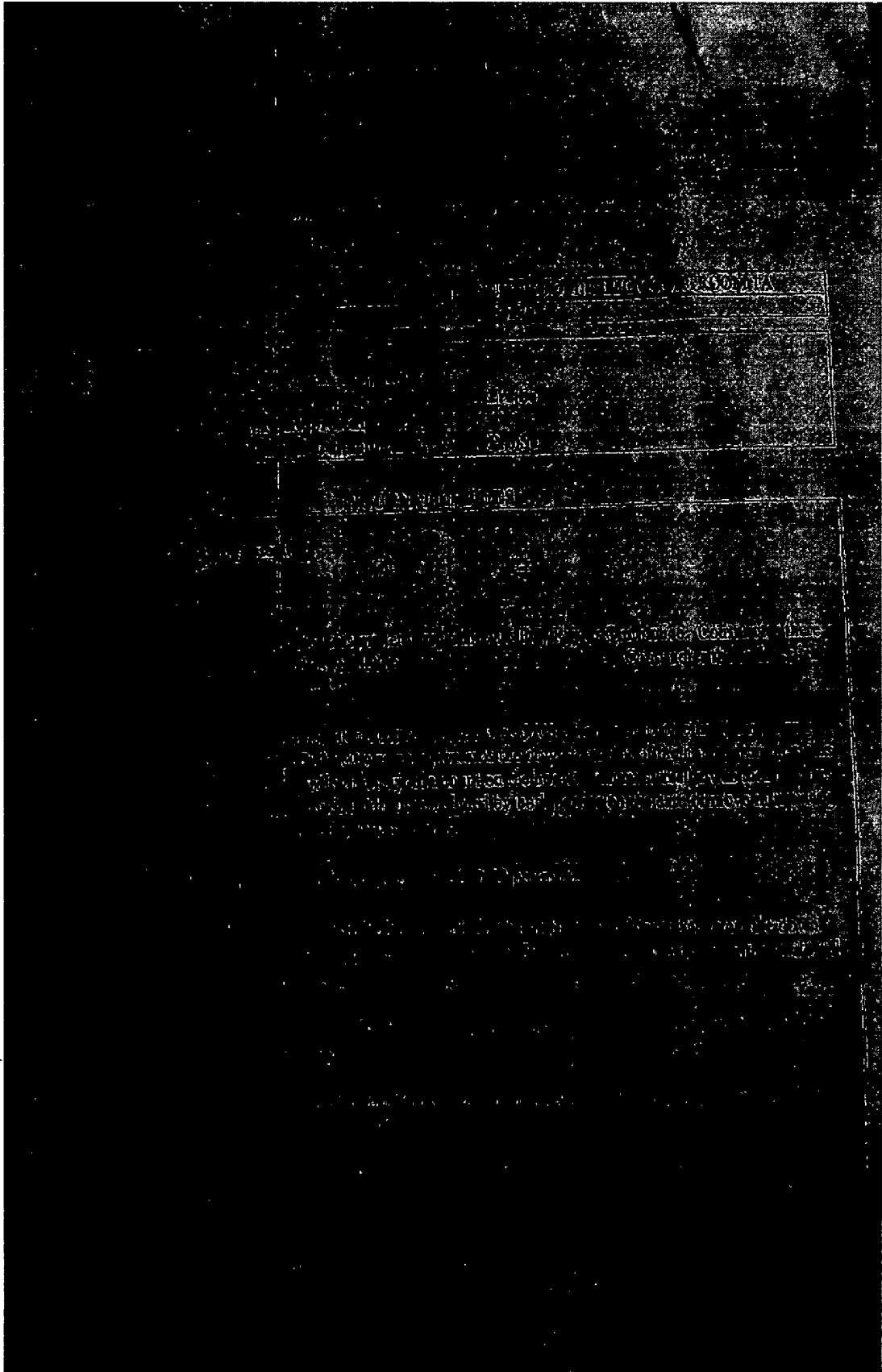
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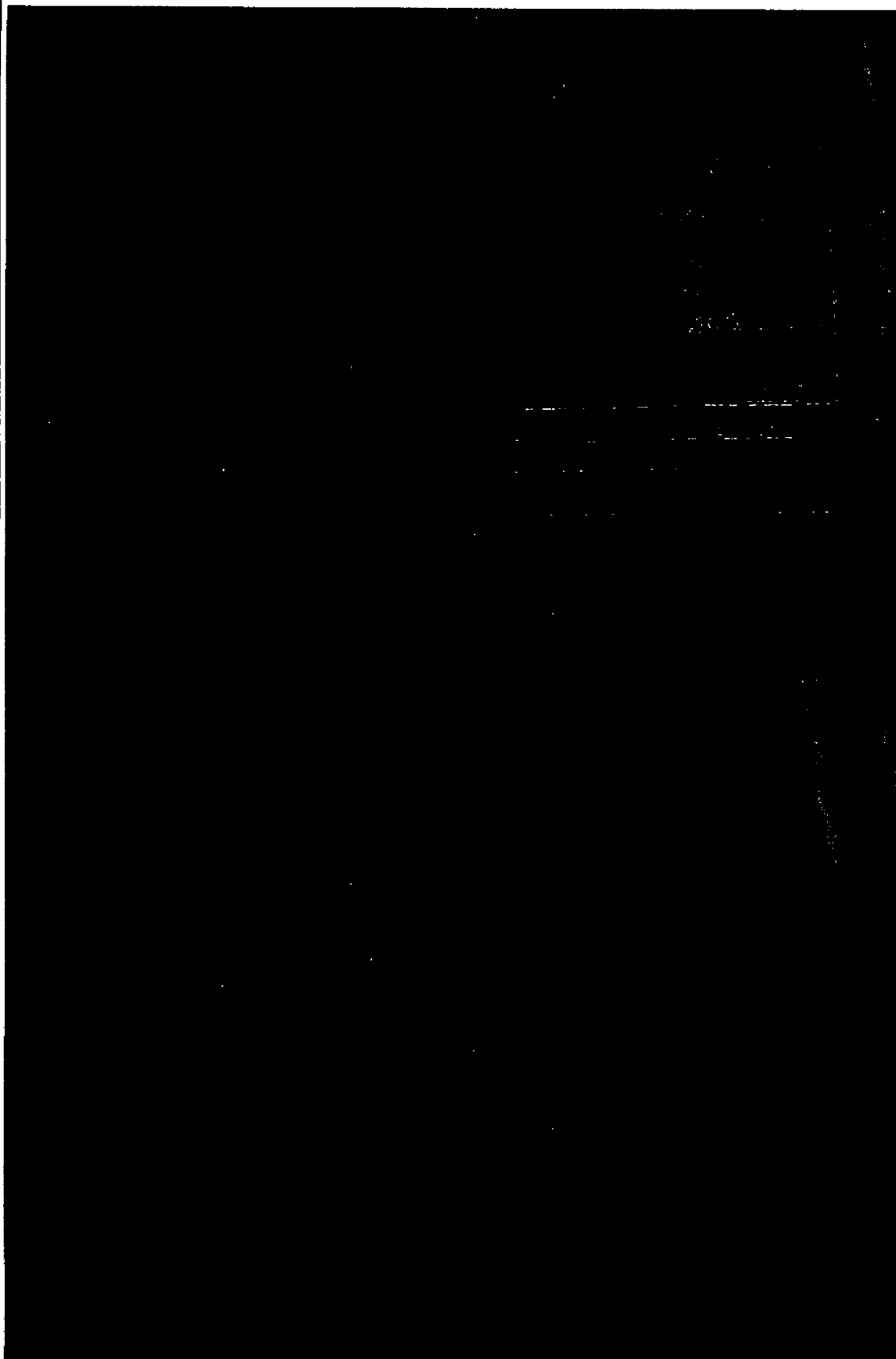
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EXHIBIT 5

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EXHIBIT 6

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CLARK COUNTY RECORDS
RECORDING DIVISION
RECEIVED
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RECORDED BY: TAYLOR
DEBBIE CONWAY
CLARK COUNTY RECORDER

GRANT, BARGAIN & SALE DEED

THIS INDENTURE WITNESSETH: That Floyd W. Grimes, does hereby grant, bargain, sell, convey and confirm unto the said W.B.G. Inc. as of February 8, 2016 all that real property situate in the County of Nevada, and described as follows:

UNIT 10, TRACT 1, UNIT 10, P. 1, BLOCK 1, PAGE 13, TOTAL BLOCK 1

Commenced from 26753 Rocky Ave. Main Ave. Las Vegas, Nevada

To have with it and singular the tenements, improvements and appurtenances thereto, together with all and singular the rights and appurtenances in anywise by law in anywise appertaining. Subject to right of way, restrictions, easements, covenants, conditions and liens of record.

Witness my hand this 8th day of February, 2016.

Floyd W. Grimes
(F. W. Grimes)

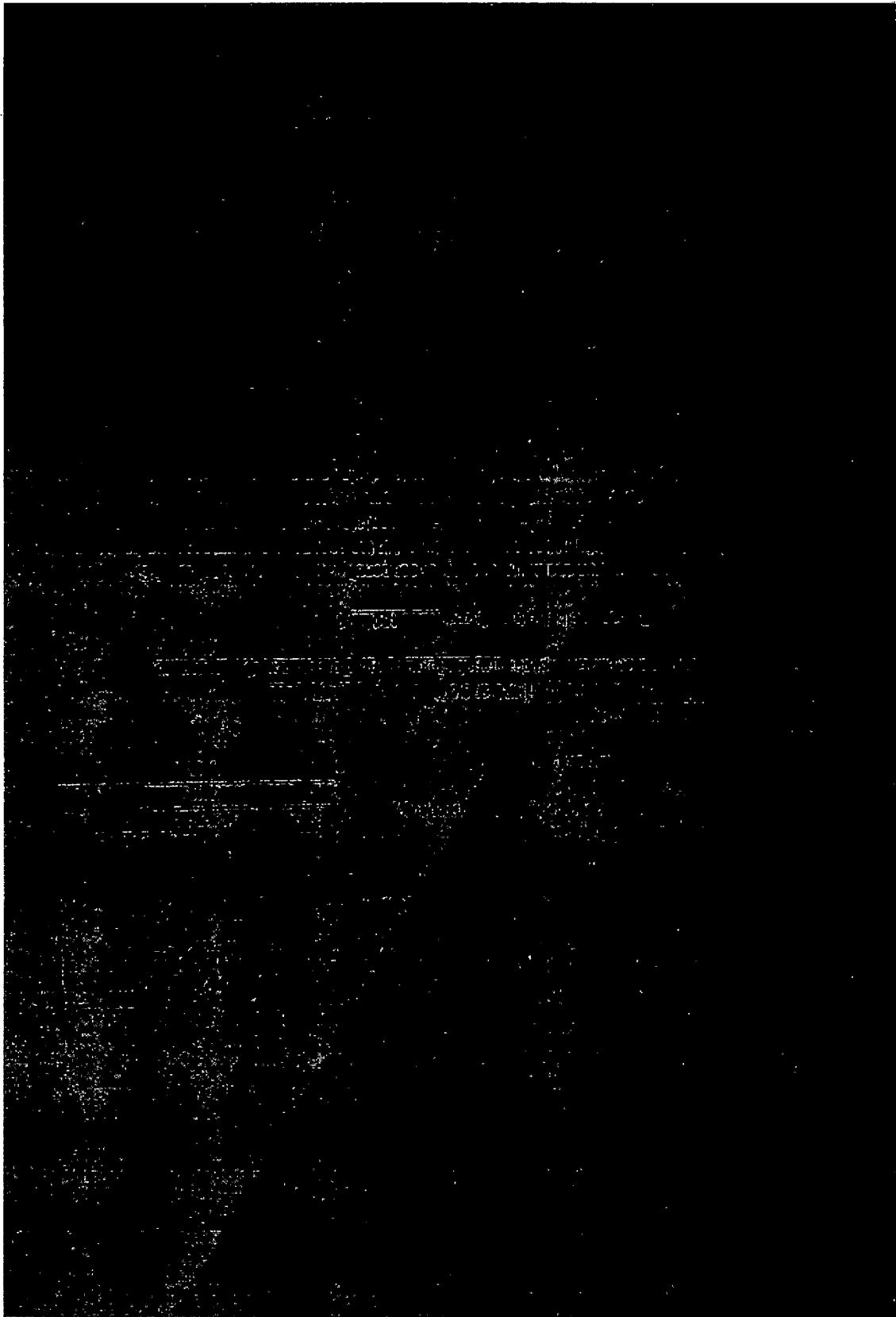
STATE OF NEVADA

COUNTY OF CLARK

On February 8, 2016, personally appeared before me, County Clerk of Clark County, Nevada, the said Floyd W. Grimes, who acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed.



COPY

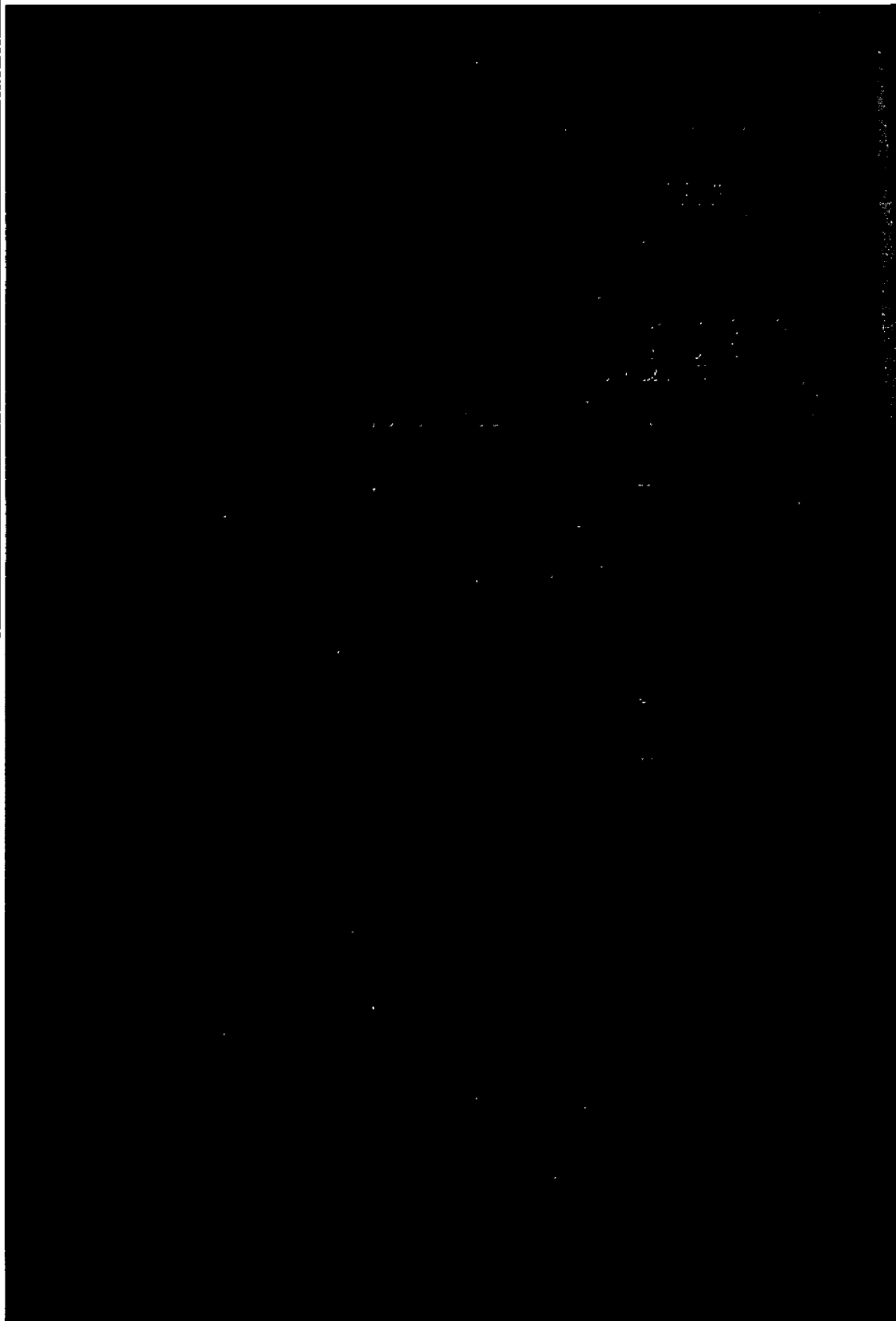


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EXHIBIT 7

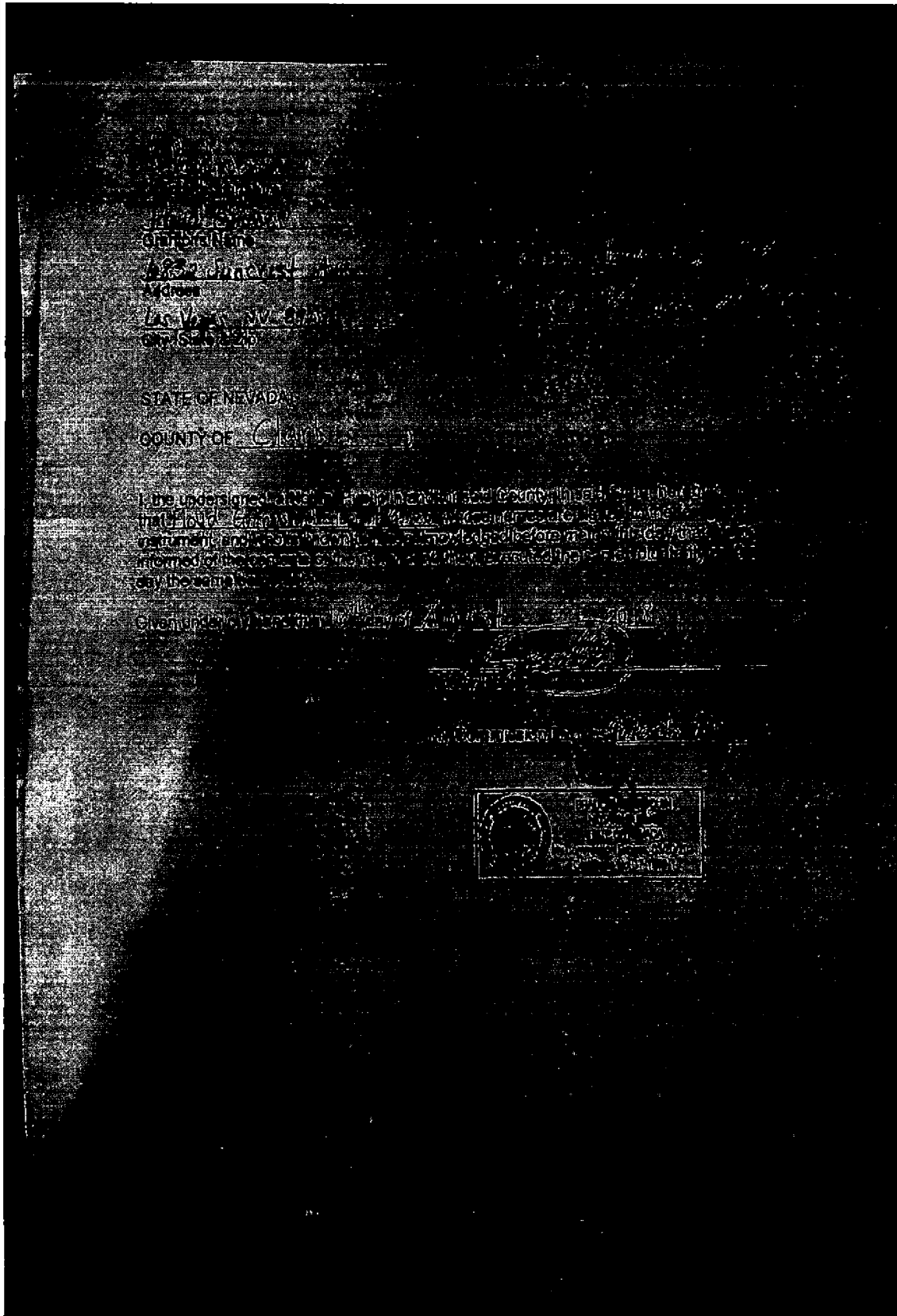
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EXHIBIT 8

1 **AFFT**
THOMAS WALKER
2 6253 ROCKY MOUNTAIN AVENUE
LAS VEGAS, NV 89156
3 (702) 619-1256
twalkercivil3@gmail.com
4 Plaintiff, In Proper Person

5
6 **DISTRICT COURT**
7
8 **CLARK COUNTY, NEVADA**

9 THOMAS WALKER

10 Plaintiff(s),

11 vs.

12 FLOYD WAYNE GRIMES, an individual, WBG
TRUST, Floyd Grimes, and Elizabeth Grimes as
13 Trustees, ELIZABETH GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual and as
14 the Agent of Floyd Wayne Grimes, JALEE
ARNONE, an individual, and PETER ARNONE, an
15 individual, DOES 1 through 20, and ROE
BUSINESS ENTITIES 20 through 50, inclusive

16 Defendant(s).

Case No.: A-18-783375-C
Dept. No.: XXXI

**PLAINTIFF/COUNTER-
DEFENDANT'S AFFIDAVIT**

17
18
19 FLOYD WAYNE GRIMES, an individual, JALEE
ARNONE, an individual,

20 Counterclaimants

21 Vs.

22 THOMAS WALKER, an individual, DOES 1
through 10, ROE ENTITIES 11 through 20,
23 inclusive,

24 Counter-defendant
25

1 **PLAINTIFF/COUNTER-DEFENDANT'S AFFIDAVIT**

2

3 Plaintiff THOMAS WALKER, *In Proper Person*, hereby files the above-captioned

4 Plaintiff/Counter-defendant's Affidavit:

5

6 **AFFIDAVIT OF THOMAS WALKER**

7 I, THOMAS WALKER, being first duly sworn, do hereby swear (or affirm) under

8 penalty of perjury, that the following assertions are true of my own personal knowledge.

9 1. On or about January 15, 2005 while visiting my friend defendant VICTORI

10 HALSEY, she asked me why I was living in a weekly apartment when for probably the same

11 amount of money a month her dad, defendant FLOYD WAYNE GRIMES, could sell me a piece

12 of property with a mobile home on it.

13 2. Defendant Halsey arranged a meeting between defendant FLOYD GRIMES and

14 myself for later that day at the mobile home and property located at 6253 Rocky Mountain

15 Avenue, Las Vegas, Nevada 89156.

16 3. I arrived at the property and met with defendant HALSEY. Defendant Halsey's

17 late husband Bruce Halsey was also present. Defendant HALSEY, showed me around the

18 property and inside the mobile home. Then defendant FLOYD GRIMES arrived. He and

19 defendant HALSEY had both asked me if I was interested in buying the place.

20 4. Defendant Grimes stated if I wanted to buy the place I could have it for \$69,000. I

21 asked if that included tax, and interest and he answered yes, that included the tax, interest and a

22 down payment of \$2,500.; however, that I would have to get the gas and electric turned on in my

23 name and the water, sewer and trash would stay in his name until I took over the title.

24 5. Defendant Grimes told me I would have to pay at least \$700 per month and for the first

25 2 years or 25 months that I would have to pay \$800 per month to pay off the down payment.

1 6. I agreed to the terms and I told defendant HALSEY and Defendant FLOYD
2 GRIMES, I wanted to purchase the property and would in good faith pay half of the first
3 payment now. Even though the first payment was not due until February 01, 2005.

4 7. I paid the Defendants' approximately \$360 to confirm acceptance of the defendants
5 offer. As evidence of my payment and the agreement defendant HALSEY provided me with a
6 hand written contract and defendant FLOYD GRIMES told me he and Vicky would come by on
7 February 01, 2005 when I was moving in and bring a typed contract.

8 8. I moved in on or about February 01, 2005 and the defendants' Floyd Grimes and
9 Victoria Halsey failed to bring a typed contract as they said they would. But I paid defendant
10 Halsey and Defendant Floyd Grimes the \$800 a month for the first 25 months as agreed and after
11 the first 25 months I paid \$700 sometimes \$800 a month after that.

12 9. There were months I was late, but I always paid and paid a 10% late charge as
13 well. But I always paid.

14 10. Then on or about March of 2008 defendant HALSEY, told me I was going to
15 have to start paying for the trash, water and sewer, so my payment was going to go up about \$35
16 a month to cover those bills.

17 11. On or about September 2012, while at defendant HALSEY'S house, I was talking to
18 defendant HALSEY and Bruce Halsey and I said "I wonder how much left I owe before I have
19 the house paid off". Bruce Halsey stated I was probably pretty close to being paid off by now.
20 Defendant HALSEY stated she didn't know that I would have to check with her dad.

21 12. I spoke to my mother and explained I should almost have the property paid off
22 and asked her "if there isn't a lot left owed for the property, could I borrow the money to pay it
23 off, and just pay you back so I could get the title"? My mom agreed.

24 13. I called defendant Floyd Grimes to ask him how much left I had to pay. I didn't
25 get an answer back until I was invited to meet with defendant Floyd Grimes at his home.

1 14. On or about November 29, 2012 I went to Floyd Grimes house. When I arrived I
2 explained to defendant Floyd Grimes that I needed a balance because I had spoken to my mother
3 and she was going to lend me the money to pay off the property if there wasn't a huge balance
4 left. Defendant Floyd Grimes and his wife, defendant ELIZABETH GRIMES, handed me a
5 Contract of Sale and computer print-out of a 30yr amortized mortgage for \$67,000 at an annual
6 interest rate of 11%. Defendant Grimes told me look at November for the year 2012 on the bank
7 rate print-out and that was how much left I owed.

8 15. In shock and disbelief I left with the 2 documents.

9 16. When I looked over the Contract of Sale of Sale Defendants Floyd and Elizabeth
10 Grimes had given me it included an additional 11% annual percentage rate for the Property for a
11 term of 30 years.

12 17. I called told defendant Grimes I wouldn't sign the typed contract because I did not
13 agree to the 11% annual interest rate for 30 years, that he said the interest was included in the
14 \$69,000. I told him I would continue to make the payments as agreed until the \$69,000 was paid
15 off.

16 18. On or about October 2015 I sat down and started adding all my payment receipts
17 together. When I was done the total amount I had calculated paying for the property so far was
18 approximately \$91,756

19 19. I called defendant Grimes and told him I had paid him approximately \$91,756 and
20 the agreement was for \$69,000 and asked him to give me the title to the property.

21 20. He said no and if I wanted to keep buying the place to sign the contract and
22 continue making the payments and in another 18 years I could have the title.

23 21. On or about November , 2015 I stopped making the payments as I had already
24 paid more than approximately \$21,9756 more than I had agreed to.

25 22. I began looking for a lawyer that could advise me on how to get the title to the

1 property.

2 23. On or about November 2012, I was served with a 5 day Notice to Pay Rent or
3 Quit.

4 24. I filled an answer and the case was heard in the Las Vegas Justice Court on
5 December 14, 2015.

6 25. During the hearing I presented evidence of the written contract and typed contract the
7 Courts held the matter was not appropriate for Summary Eviction. That because there were
8 genuine issues of material fact, because I have an ownership interest in the property and because
9 anytime the issues are real property or real estate and ownership interest or a purchase and sale
10 for real property, that the Justice Court does not have jurisdiction to hear and adjudicate those
11 issues, that the Justice Court is a Court of limited Jurisdiction, and therefore, denied the
12 Summary Eviction.

13 26. I told the Justice of the Peace that I had been served by defendant Grimes with
14 another 5 Day Notice to Pay Rent of Quit on December 09, 2015.

15 27. The Justice of the Peace stated she would remove have the Clerk of Court enter in
16 the minutes and remove it from calendar.

17 28. On February 04, 2016 I was served with another Five Day Notice to Pay Rent or Quit.

18 29. On or about February 11, 2016 Defendant Floyd Grimes transferred the title to the
19 subject property to the WBG Trust, which defendants Floyd Grimes and Elizabeth Grimes are
20 the Trustees.

21 30. On March 02, 2016 I went to court for Summary Eviction and the Summary
22 Eviction was again denied.

23 31. On or about April 02, 2017, I was served with a Thirty-Day "No Cause" Notice to
24 Quit.

25 32. On or about June 02, 2017 defendant Floyd Grimes disconnected the water service

1 to the property.

2 33. On or about June 13, I was served with a Five Day Notice of Unlawful Detainer.

3 34. On or about June 29, 2017 I appeared at a hearing for Summary Eviction. The
4 Summary Eviction was again denied and the defendants Floyd Grimes and Victoria Halsey were
5 both told by the Justice of the Peace that they could not disconnect the water service in an
6 attempt to force me from the property, that they had been told repeatedly this matter was not
7 appropriate for Summary Eviction. That continuing to file would just produce the same results
8 and they had been asked repeatedly not to file for Summary Eviction.

9 35. On or about October 2017 I mailed a letter if demand to defendants Floyd Grimes and
10 Victoria Halsey. Demanding the title to the property, and a letter if breach of contract and a letter
11 to restore water service to the property.

12 36. They responded by filing again for Summary Eviction and on October 10, 2017 I was
13 served with another Five Day Notice to Pay or Quit.

14 37. On or about January 2018, I appeared in court for a hearing for Summary
15 Eviction. The Justice of the Peace upheld the previous 3 rulings and denied the Summary
16 Eviction.

17 38. On or about August 10, 2018 defendant Floyd Grimes and defendant Elizabeth
18 Grimes as Trustees, of the WBG Trust, sold the subject property to defendant JALEE ARNONE.

19 39. On or about October 24, 2018 I filed my lawsuit against the Defendant's
20 Elizabeth Grimes, Victoria Halsey, the WBG Trust, Peter Arnone and
21 Defendants/Counterclaimants Floyd Wayne Grimes and Jalee Arnone.

22 40. On or about November 02, 2018 I received a Thirty-Day "No Cause" Notice to
23 Quit, from defendant and counterclaimant Jalee Arnone.

24 //

25 //

1 41. As of this date I still reside at the subject property and am still without water
2 service.

3 FURTHER YOUR AFFIANT SAYETH NOT.

4 DATED this 9st day of October, 2019.

5 Pursuant to NRS 53.045, I declare under penalty of
6 Perjury that the foregoing is true and correct.

7 

8 (signature)

9 Thomas Walker
6253 Rocky Mountain Avenue
Las Vegas, Nevada 89156
10 (702) 619-1256
twalkerb52@gmail.com
11 Plaintiff, In Proper Person
12
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1 **VERIFICATION OF THE PLAINTIFF'S AFFIDAVIT**

2 Under penalties of perjury, the undersigned declares that he is the Plaintiff/Counter-
3 defendant named in the foregoing Opposition and Affidavit, and knows the contents thereof; that
4 the opposition and affidavit are true of his or her own knowledge, except as to those matters
5 stated on information and belief, and that as to such matters he believes it to be true.

6
7 DATED this 9st day of October, 2019.

8 Pursuant to NRS 53.045, I declare under penalty of
9 Perjury that the foregoing is true and correct.

10 *Thomas Walker*

11
12 _____ *signature)*

13 Thomas Walker
14 6253 Rocky Mountain Avenue
15 Las Vegas, Nevada 89156
16 (702) 619-1256
17 twalkercivil3gmail.com
18 Plaintiff, In Proper Person
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1 **APPL**
2 KENNETH M. ROBERTS, ESQ.
3 State Bar No. 04729
4 DAVID E. KRAWCZYK, ESQ.
5 State Bar No. 12423
6 DEMPSEY, ROBERTS & SMITH, LTD.
7 1130 Wigwam Parkway
8 Henderson, Nevada 89074
9 (702) 388-1216 (tel.)
10 (702) 388-2514 (fax)
11 kenroberts@drsltd.com
12 davidk@drsltd.com
13 Attorneys for Defendants/
14 Counterclaimants

11
12 **DISTRICT COURT**

13
14 **CLARK COUNTY, NEVADA**

15 THOMAS WALKER,)

16 Plaintiff,)

17 vs.)

18 FLOYD WAYNE GRIMES, an individual, WBG)
19 TRUST, Floyd Grimes, and Elizabeth Grimes as)
20 Trustees, ELIZABETH GRIMES, an individual,)
21 VICTORIA JEAN HALSEY, an individual and as)
22 the Agent of Floyd Wayne Grimes, JALEE)
23 ARNONE, an individual, and PETER ARNONE, an)
24 individual, DOES 1 through 20, and ROE)
25 BUSINESS ENTITIES 20 through 50, inclusive,)

26 Defendant.)

27 FLOYD WAYNE GRIMES, an individual, JALEE)
28 ARNONE, an individual,)

CASE NO.

A-18-783375-C

Dept. No.: XXXI

Hearing Date:
10/24/2019

Time of Hearing:
9:30 a.m.

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Counterclaimants,)
)
vs.)
)
THOMAS WALKER, an individual, DOES 1 through)
10, ROE ENTITIES 11 through 20, inclusive,)
)
Counterdefendants.)
_____)

APPLICANT'S REPLY TO PLAINTIFF'S OPPOSITION TO
COUNTERCLAIMANTS JALEE ARNONE AND FLOYD GRIMES'
APPLICATION FOR A TEMPORARY WRIT OF RESTITUTION

COME NOW Counterclaimants FLOYD GRIMES and JALEE ARNONE, by and through their attorneys, Dempsey Roberts & Smith, Ltd., and hereby reply to Plaintiff's Opposition to their Application for a Temporary Writ of Restitution returning possession of the subject property commonly known as 6253 Rocky Mountain Avenue, Las Vegas, NV 89156, to Jalee Arnone or in the alternative requiring Counterdefendant to pay fair rent for his occupancy of said residence.

POINTS AND AUTHORITIES

LEGAL ARGUMENT

Plaintiff/Counterdefendant styles Applicant's arguments as two questions and then addresses those two questions. Plaintiff/Counterdefendant first asks

1 "Can the counter-defendant THOMAS WALKER show good cause why a
2 Temporary Writ of Restitution should not be issued?"

3
4 Plaintiff/Counterdefendant then inexplicably cites NRCP Rule 56(c) as
5 support for his argument that a Temporary Writ of Restitution should not be
6 issued. NRCP 56 of course applies to Summary Judgments. The rigorous
7 requirements fo NRCP 56(c) including that there be "no genuine issues of
8 material fact" simply do not apply to the Temporary Writ of Restitution situations
9 as exist in this case.
10

11
12 As shown by Exhibit 1 attached hereto, Applicant Jalee Arnone is owner of
13 record of the subject property. Plaintiff must now show cause why a Temporary
14 Writ of Restitution should not issue. What has Plaintiff provided this Court to
15 support his claim of ownership? He has provided only the following:
16

17 (1) a copy of a claimed scrap of paper stating a *inter alia* "Move in on
18 12/1/05. Contract will be signed at that time, . . ."

19
20 (2) a copy of an unsigned document titled "Contract of Sale."

21
22 (3) a self serving affidavit admitting, *inter alia*, that a "typed contract" was
23 never signed.

24 Absent something substantial, Applicant, the owner of record of the subject
25 property is entitled to the requested Temporary Writ of Restitution.
26
27
28

1 Plaintiff's further citation to NRS 40.310 allowing that he may request the
2 ultimate determination as to title holder of the subject property to be determined
3 by a jury is acknowledged.
4

5 Plaintiff then asks "[I]s Counterclaimant JALEE ARNONE entitled to a
6 Temporary Writ of Restitution pursuant to NRS 40.300?" The simple answer is
7 yes she is. Plaintiff attempts to defend his continued occupation of the premises
8 owned by Jaiee Arnone by claiming two perceived technical errors in Defendant/
9 Counterclaimant's Application for Temporary Writ of Restitution. First, Plaintiff/
10 Counterdefendant claims that Applicant did not state the amount of rent claimed
11 in her "complaint." A careful reading of NRS 40.300 discloses that said statute
12 is normally used by a property owner who is the plaintiff. In the present case,
13 Applicant is the defendant owner of the subject property and therefore did not file
14 a "complaint." Defendant/Counterclaimant does clearly states in her
15 Counterclaim that the rents owed are "an amount in excess of \$15,000" and that
16 the exact amount will be "proven at trial." Said amount of rent damages are
17 clearly stated in each of the first four causes of action of Applicant's
18 Counterclaim.
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24 Plaintiff, apparently grasping at straws, then claims that Defendant/
25 Counterclaimant's Application is defective because counterclaimants "failed to
26 serve THOMAS with a Summons." Once again, a careful reading of NRS 40.300
27 discloses that said statute is normally used by a property owner who is the
28

1 plaintiff. In the present case, Applicant is the defendant owner of the subject
2 property. As a result there is no summons to be served regarding the claims
3 contained in Applicant's counterclaim.
4

5
6 As stated above, counterdefendant WALKER has remained in the subject
7 property since October 2015 without paying any rent to the owner of the property.
8 Counterdefendant's actions constitute an unlawful detainer¹.
9

10 Counterclaimants FLOYD GRIMES and JALEE ARNONE enjoy a high
11 probability of success on the merits of their lawsuit because:
12

- 13 1. There is no contract in writing for the sale of the subject property² and,
- 14 2. The Nevada Statute of Fraud, NRS 111.210, requires that "[e]very
15 contract for the leasing for a longer period than 1 year, or for the sale of any
16 lands, or any interest in lands, shall be void unless the contract, or some note or
17 memorandum thereof, expressing the consideration, be in writing, and be
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22
23 See NRS 40.250. A tenant of real property or a mobile home for a term less than
24 life is guilty of an unlawful detainer when the tenant continues in possession, in person
25 or by subtenant, of the property or mobile home or any part thereof, after the expiration
26 of the term for which it is let to the tenant. In all cases where real property is leased for a
specified term or period, or by express or implied contract, whether written or parole, the
tenancy terminates without notice at the expiration of the specified term or period.

27 Noteworthy, a careful reading of Plaintiff's Opposition discloses that plaintiff admits
28 that no contract was ever signed between the parties relating to the putative sale of the
subject residence. See Opposition page 4. lines 2-4 and Affidavit of Thomas Walker
page 44, lines 8-9.

1 subscribed by the party (or lawfully authorized agent) by whom the lease or sale
2 is to be made.”
3

4 Counterdefendant's action of remaining in the property as a holdover tenant
5 not paying rent, if permitted to continue, will render any final judgment in this
6 matter ineffective. Counterdefendant has not paid a dollar of rent since October
7 2015, a period of four years.
8
9

10 IV. CONCLUSION

11 Counterclaimant Jalee Arnone requests pursuant to NRS 40.300 para. 3.
12 that this court order Plaintiff/Thomas Walker to remove himself and his
13 possessions from the subject residence within ten days and leave the property
14 in a clean and well maintained condition, or
15
16

17 In the alternative, order Plaintiff/Counterdefendant Thomas Walker to pay
18 rent in the amount of \$700.00 per month to Counterclaimant JALEE ARNONE or
19 to the court and maintain said property in a clean and well maintained condition
20 until the final adjudication regarding the ownership of he property.
21
22

23 DATED Oct 22, 2019.
24

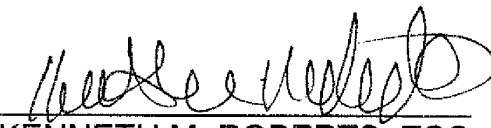

KENNETH M. ROBERTS, ESQ.

EXHIBIT “1”

Inst #: 20180813-0001277

Fees: \$40.00

RPTT: \$76.50 Ex #:

08/13/2018 02:08:14 PM

Receipt #: 3479631

Requestor:

JALEE ARNONE

Recorded By: AMI Page: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# 140-15-414-070

TITLE OF DOCUMENT

(DO NOT Abbreviate)

Nevada Quit Claim Deed

Document Title on cover page must appear EXACTLY as the first page of the document
to be recorded.

RECORDING REQUESTED BY:

Wayne Grimes and Jalee Arnone

RETURN TO: Name Jalee Arnone

Address 4304 Thicket Avenue

City/State/Zip North Las Vegas, NV 89031

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name Jalee Arnone

Address 4304 Thicket Avenue

City/State/Zip North Las Vegas, NV 89031

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly, do not use page scaling.

Using this cover page does not exclude the document from assessing a noncompliance fee.



Debbie Conway
RECORDER

CERTIFIED COPY, THIS
DOCUMENT IS A TRUE AND
CORRECT COPY OF THE
RECORDED DOCUMENT MINUS
ANY REDACTED PORTIONS



Prepared By

Name: Jalee Arnone
Address: 4304 Thicket Avenue
North Las Vegas, NV 89031
State: Nevada Zip Code: 89031

After Recording Return To

Name: Jalee Arnone
Address: 4304 Thicket Avenue
North Las Vegas, NV 89031
State: Nevada Zip Code: 89031

Space Above This Line for Recorder's Use

NEVADA QUIT CLAIM DEED

STATE OF NEVADA

COUNTY OF Clark

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of FIFTEEN THOUSAND AND 00/100 (\$ 15,000 -) in hand paid to W B G Trust, a Person, residing at 6832 Suncrest, County of Clark, City of Las Vegas, State of Nevada (hereinafter known as the "Grantor(s)") hereby conveys and quitclaims to Jalee Arnone a person, residing at 4304 Thicket Avenue, County of Clark, City of North Las Vegas, State of Nevada (hereinafter known as the "Grantees(s)") all the rights, title, interest, and claim in or to the following described real estate, situated in the County of Clark, Nevada to-wit:

PARCEL # 140-15-414-070; SUNRISE TRLR EST UNIT # 5B PLAT BOOK 11 PAGE 83 LOT 27 BLOCK 1; PROPERTY AND MANUFACTURED HOME LOCATED AT 6253 ROCKY MOUNTAIN AVENUE, IN THE UNINCORPORATED TOWN OF SUNRISE MANOR.

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.



Nebbia Conway
RECORDER

CERTIFIED COPY, THIS
DOCUMENT IS A TRUE AND
CORRECT COPY OF THE
RECORDED DOCUMENT MINUS
ANY REDACTED PORTIONS

Floyd Grimes
Grantor's Signature
Floyd Grimes
Grantor's Name
6832 Suncrest Ave.
Address
Las Vegas, NV 89156
City, State & Zip

Elizabeth Grimes
Grantor's Signature
ELIZABETH GRIMES
Grantor's Name
6832 SONCREST AVE
Address
LAS VEGAS, NV 89156
City, State & Zip

STATE OF NEVADA)

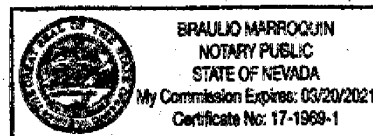
COUNTY OF Clark)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Floyd Grimes and Elizabeth Grimes whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of August 2018.

Braulio Marroquin
Notary Public

My Commission Expires: March 20th, 2021



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a. 140-15-414-070
b. _____
c. _____
d. _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____
Date of Recording: _____
Notes: _____

3.a. Total Value/Sales Price of Property

\$ 15,000

b. Deed in Lieu of Foreclosure Only (value of property) -0-

c. Transfer Tax Value: \$ 15,000

d. Real Property Transfer Tax Due \$ 76.50

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

Signature Jale Arnone Capacity: Grantee

Signature _____ Capacity: _____

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

Print Name: Floyd Wayne Grimes
Address: 6832 Suncrest Ave
City: Las Vegas
State: NV Zip: 89156

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

Print Name: Elizabeth Grimes
Address: 6832 Suncrest Ave.
City: Las Vegas
State: NV Zip: 89156

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

Print Name: Jale Arnone
Address: 4304 Thicket Ave.
City: N. Las Vegas, #

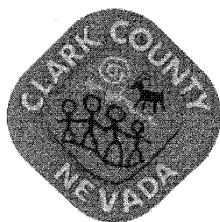
Escrow # _____
State: NV Zip: 89031

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



Debbie Conway
RECORDER

CERTIFIED COPY: THIS
DOCUMENT IS A TRUE AND
CORRECT COPY OF THE
RECORDED DOCUMENT MINUS
ANY REDACTED PORTIONS



DEBBIE CONWAY
Clark County Recorder

CONTACT
Office of the County Recorder
Clark County, Nevada
(702) 455-4336
RecWeb@ClarkCountyNV.gov

INST: 201808130001277

OFFICIAL CLARK COUNTY TITAN SEAL

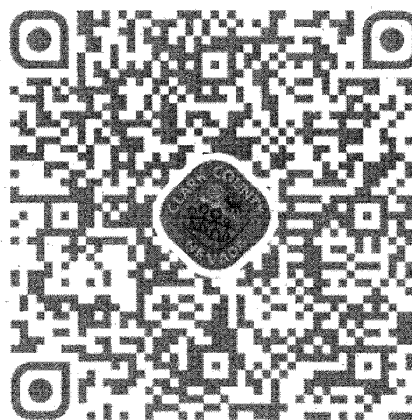
About this seal:

<https://clarkcountynv.gov/titanseal>

Verify digital version:

<https://titanseal.com/verify>

Make sure there are 5 pages, including this one. At the top of every page it should say: Ethereum ID:
0x88573472e0640b07150ed30c02fbb2c1f942667f



I, Debbie Conway, hereby certify this document as a true and correct copy of the original on record with the Clark County Recorder's office.

Debbie Conway
Debbie Conway, Clark County Recorder

October 16, 2019
Date

Per Nevada Revised Statute 239 Section 6, personal information may be redacted, but in no way affects the legality of the document.



1 **MWCN**

2 KENNETH M. ROBERTS, ESQ.
3 Nevada Bar No. 004729
4 DEMPSEY, ROBERTS & SMITH, LTD.
5 1130 Wigwam Parkway
6 Henderson, Nevada 89074
7 (702) 388-1216 (Telephone)
8 (702) 388-2514 (Facsimile)
9 KenRoberts@drsLtd.com (Email)
10 Attorneys for Defendants

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

13 THOMAS WALKER,

14 Plaintiff,

15 vs.

16 FLOYD WAYNE GRIMES, an individual,
17 WBG TRUST, Floyd Grimes, and Elizabeth
18 Grimes as Trustees, ELIZABETH GRIMES,
19 an individual, VICTORIA JEAN HALSEY, an
20 individual and as the Agent of Floyd Wayne
21 Grimes, JALEE ARNONE, an individual, and
22 PETER ARNONE, an individual, DOES 1
23 through 20, and ROE BUSINESS ENTITIES
24 20 through 50, inclusive,

25 Defendants.

26 FLOYD WAYNE GRIMES, an individual,

27 Counterclaimant,

28 vs.

THOMAS WALKER, an individual, DOES 1
through 10, ROE ENTITIES 11 through 20,
inclusive,

Counterdefendants.

Case No. A-18-783375-C
Department XXXI

DEFENDANTS'
ATTORNEY'S MOTION TO
WITHDRAW AS COUNSEL
OF RECORD

ORAL ARGUMENT
REQUESTED:

_____ Yes _____ X No

DEMPSEY, ROBERTS & SMITH, LTD.
1130 Wigwam Parkway • Henderson, Nevada 89074
(702) 388-1216 • Fax: (702) 388-2514

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

COMES NOW KENNETH M. ROBERTS, ESQ., of the law firm of DEMPSEY, ROBERTS & SMITH, LTD., and moves this Court for an Order granting the Court's permission for DEMPSEY, ROBERTS & SMITH, LTD., to withdraw as attorneys of record for Defendants FLOYD WAYNE GRIMES, VICTORIA JEAN GRIMES, PETER ARNONE, and JALEE ARNONE on the grounds set forth in the attached affidavit, the Points and Authorities, pleadings, papers, and documents on file herein and the argument of counsel and the evidence presented at the hearing of this Motion.

DEMPSEY, ROBERTS & SMITH, LTD.

By: 

KENNETH M. ROBERTS, ESQ.
Nevada Bar No. 004729
1130 Wigwam Parkway
Henderson, Nevada 89074
Attorneys for Defendants
FLOYD WAYNE GRIMES
ELIZABETH GRIMES
VICTORIA JEAN GRIMES
PETER ARNONE
JALEE ARNONE

POINTS AND AUTHORITIES

I.

THIS COURT HAS AUTHORITY TO ENTER AN ORDER ALLOWING AN ATTORNEY TO WITHDRAW AS ATTORNEY OF RECORD FOR A CLIENT WHEN THE CLIENT FAILS TO PAY FEES AND COSTS AND OTHERWISE CREATES AN UNREASONABLE FINANCIAL BURDEN ON THE ATTORNEY WHEN WITHDRAW WILL NOT DELAY TRIAL OR HEARING OF OTHER MATTERS IN THIS CASE.

Rule 7.40 of the Eighth Judicial District Court states that the Court can enter an Order allowing withdrawal of an attorney unless it would delay the trial or hearing of other matters in the case provided all parties are properly served and provided the attorney requesting the withdrawal provides the court with the last known address at which the client may be served with notice of further proceedings taken in the case.

Additionally, in the Nevada Rules of Professional Conduct (NRPC), Rule 1.16(b) states that an attorney may be allowed to withdraw from representing a client:

... if withdrawal can be accomplished without material adverse effect on the interest of a client, or if: . . . (5) the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled; (6) the representation will result in an unreasonable financial burden on the lawyer. . . [Emphasis added]

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As shown by the Affidavit of Kenneth M. Roberts, Esq., filed in support of this Motion to Withdraw as Counsel of Record, withdrawal is appropriate.

Respectfully submitted this 1st day of November, 2019.

DEMPSEY, ROBERTS & SMITH, LTD.

By:



KENNETH M. ROBERTS, ESQ.

Nevada Bar No. 004729

1130 Wigwam Parkway

Henderson, Nevada 89074

Attorneys for Defendants

FLOYD WAYNE GRIMES

ELIZABETH GRIMES

VICTORIA JEAN GRIMES

PETER ARNONE

JALEE ARNONE

- 1 4. Additionally, there has been a breakdown in communication between me
2 and Mr. Grimes.
3
4 5. I have repeatedly called, telephoned, and mailed Mr. Grimes regarding the
5 balance due, but Mr. Grimes has failed to pay the balance due.
6
7 6. The last known addresses and telephone numbers of the Defendants are:
8
9 Floyd and Elizabeth Grimes
10 P.O. Box 363614
11 North Las Vegas, Nevada 89036-7614
12 (702) 452-2428
13
14 Victoria Jean Grimes
15 4135 Helen Avenue
16 Las Vegas, Nevada 89130
17 (702) 936-9404
18
19 Peter and Jalee Arnone
20 4304 Thicket Avenue
21 North Las Vegas, Nevada 89031
22 (702) 501-6501 (Peter)
23 (702) 501-6500 (Jalee)
24
25 7. Pursuant to NRS 53.045, I declare under penalty of perjury that the
26 foregoing is true and correct.
27
28

Executed on the 1st day of November, 2019.


KENNETH M. ROBERTS, ESQ.



CERT

KENNETH M. ROBERTS, ESQ.
Nevada Bar No. 004729
DEMPSEY, ROBERTS & SMITH, LTD.
1130 Wigwam Parkway
Henderson, Nevada 89074
(702) 388-1216 (Telephone)
(702) 388-2514 (Facsimile)
KenRoberts@drsLtd.com (Email)

Attorneys for Defendants **DISTRICT COURT**
CLARK COUNTY, NEVADA

THOMAS WALKER,

Plaintiff,

vs.

FLOYD WAYNE GRIMES, an
individual, WBG TRUST, Floyd
Grimes, and Elizabeth Grimes as
Trustees, ELIZABETH GRIMES, an
individual, VICTORIA JEAN
HALSEY, an individual and as the
Agent of Floyd Wayne Grimes,
JALEE ARNONE, an individual, and
PETER ARNONE, an individual,
DOES 1 through 20, and ROE
BUSINESS ENTITIES 20 through 50,
inclusive,

Defendants.

FLOYD WAYNE GRIMES, an
individual,

Counterclaimant,

vs.

THOMAS WALKER, an individual,
DOES 1 through 10, ROE ENTITIES
11 through 20, inclusive,

Counterdefendants.

Case No. A-18-783375-C
Department XXXI

CERTIFICATE OF MAILING

DEMPSEY, ROBERTS & SMITH, LTD.

1130 Wigwam Parkway • Henderson, Nevada 89074
(702) 388-1216 • Fax: (702) 388-2514

I hereby certify that on the 1st day of November, 2019, I served a copy of the foregoing **DEFENDANTS' ATTORNEY'S MOTION TO WITHDRAW AS ATTORNEY OF RECORD** upon the Defendants by depositing copies of the same in sealed envelopes, sent by certified mail, return receipt requested, in the United States Mail, First-Class Postage fully prepaid, and also via regular U.S. mail, postage prepaid, and addressed to:

Floyd and Elizabeth Grimes
P.O. Box 363614
North Las Vegas, NV 89036-7614

Victoria Jean Grimes
4135 Helen Avenue
Las Vegas, NV 89130

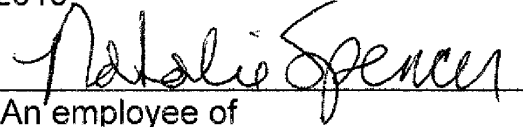
Peter and Jalee Arnone
4304 Thicket Avenue
North Las Vegas, Nevada 89031

and that Plaintiff was served by depositing a copy of the **DEFENDANTS' ATTORNEY'S MOTION TO WITHDRAW AS ATTORNEY OF RECORD** in a sealed envelope, sent via regular U.S. mail, postage prepaid, and addressed to:

Thomas Walker
6253 Rocky Mountain Avenue
Las Vegas, NV 89156

and that there is a regular communication by mail between the place of mailing and the place(s) so addressed.

Dated this 1st day of November, 2019


An employee of
DEMPSEY, ROBERTS & SMITH, LTD.

DISTRICT COURT
CLARK COUNTY, NEVADA



Thomas Walker, Plaintiff(s)
vs.
Floyd Grimes, Defendant(s)

Case No.: A-18-783375-C
Department 31

NOTICE OF HEARING

Please be advised that the Defendants' Attorney's Motion to Withdraw as Counsel of Record in the above-entitled matter is set for hearing as follows:

Date: December 05, 2019
Time: 9:00 AM
Location: RJC Courtroom 12B
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Kadira Beckom
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Kadira Beckom
Deputy Clerk of the Court



CERT

KENNETH M. ROBERTS, ESQ.
Nevada Bar No. 004729
DEMPSEY, ROBERTS & SMITH, LTD.
1130 Wigwam Parkway
Henderson, Nevada 89074
(702) 388-1216 (Telephone)
(702) 388-2514 (Facsimile)
KenRoberts@drsLtd.com (Email)
Attorneys for Defendants

**DISTRICT COURT
CLARK COUNTY, NEVADA**

THOMAS WALKER,

Plaintiff,

vs.

FLOYD WAYNE GRIMES, ET AL.,

Defendants.

Case No. A-18-783375-C
Department XXXI

CERTIFICATE OF MAILING

I hereby certify that on the 4th day of November, 2019, I served a copy of the
NOTICE OF HEARING upon the parties by depositing copies of the same in
sealed envelopes, sent by regular U.S. mail, postage prepaid, and addressed to:

Floyd and Elizabeth Grimes
P.O. Box 363614
North Las Vegas, NV 89036-7614

Victoria Jean Grimes
4135 Helen Avenue
Las Vegas, NV 89130

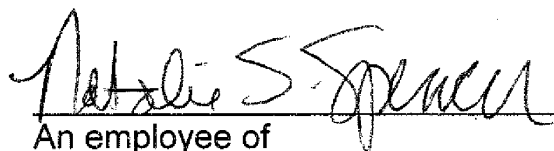
Peter and Jalee Arnone
4304 Thicket Avenue
North Las Vegas, Nevada 89031

DEMPSEY, ROBERTS & SMITH, LTD.
1130 Wigwam Parkway • Henderson, Nevada 89074
(702) 388-1216 • Fax: (702) 388-2514

1 Thomas Walker
2 6253 Rocky Mountain Avenue
3 Las Vegas, NV 89156

4 and that there is a regular communication by mail between the place of mailing
5 and the places so addressed.

6 Dated this 4th day of November, 2019.

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10 An employee of
11 DEMPSEY, ROBERTS & SMITH, LTD.
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#40

Electronically Filed
11/20/2019

Heather L. Linn
CLERK OF THE COURT

1 **AFFT**
2 **THOMAS WALKER**
3 **6253 ROCKY MOUNTAIN AVENUE**
4 **LAS VEGAS, NV 89156**
5 **(702) 619-1256**
6 **twalkercivil3@gmail.com**
7 **Plaintiff, In Proper Person**

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DISTRICT COURT
CLARK COUNTY, NEVADA

9 **THOMAS WALKER**
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Plaintiff(s),

Case No.: A-18-783375-C
Dept. No.: XXXI

vs.

12 **FLOYD WAYNE GRIMES, an individual, WBG**
13 **TRUST, Floyd Grimes, and Elizabeth Grimes as**
14 **Trustees, ELIZABETH GRIMES, an individual,**
15 **VICTORIA JEAN HALSEY, an individual and as**
16 **the Agent of Floyd Wayne Grimes, JALEE**
17 **ARNONE, an individual, and PETER ARNONE, an**
18 **individual, DOES 1 through 20, and ROE**
19 **BUSINESS ENTITIES 20 through 50, inclusive**
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Defendant(s).

AFFIDAVIT OF NON-
OPPOSITION

DEFENDANTS'
ATTORNEY'S MOTION
TO WITHDRAW AS
COUNSEL OF RECORD

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AFFIDAVIT OF NON-OPPOSITION
DEFENDANTS' ATTORNEY'S MOTION TO WITHDRAW
AS COUNSEL OF RECORD

20 Comes Now Plaintiff/Counter-defendant THOMAS WALKER, *Pro Se* and hereby
21 files this Affidavit of Non-Opposition to Defendants' Attorney's Motion To Withdraw As
22 Counsel Of Record.

23 This Affidavit of Non-Opposition is made and based upon the Points and Authorities
24 attached herein, the pleadings, depositions, answers to interrogatories, an admissions on file,
25 together with the affidavits if any and any oral argument which may be entertained at the time of

RECEIVED
NOV 20 2019
CLERK OF THE COURT

1 the hearing on this matter.

2 **POINTS AND AUTHORITIES**

3 **STATEMENT OF FACTS**

4 On or about October 24, 2018, Plaintiff THOMAS WALKER filed its lawsuit
5 against the defendants FLOYD WAYNE GRIMES, *et al.*, On or about November 2018
6 defendants FLOYD WAYNE GRIMES, *et al.*, retained the services of KENNETH M. ROBERT
7 ESQ., of the law firm DEMPSEY, ROBERTS & SMITH, LTD. A trial is set to take place, and
8 the case has been added to the March 16, 2020 trial stack. Discovery is scheduled to close on
9 November 22, 2019. On or About November 1, 2019, KENNETH M. ROBERTS ESQ., of the
10 law firm DEMPSEY ROBERTS & SMITH, LTD. Filed its Defendants' Motion To Withdraw As
11 Counsel Of Record.

12 **ISSUES**

13 1. Can attorney KENNETH M. ROBERTS, of the law firm of DEMPSEY,
14 ROBERTS & SMITH, LTD withdraw from this case?

15 **LEGAL ARGUMENT**

16 1. Can attorney KENNETH M. ROBERTS, of the law firm of DEMPSEY,
17 ROBERTS & SMITH, LTD withdraw from this case?

18 1. Eighth Judicial District Court Rule 7.40 states that the Court can enter an Order
19 allowing withdraw of an attorney unless it would delay the trial or hearing of other matters in the
20 case provided all parties are properly served and provided the attorney requesting the withdraw
21 provides the Court with the last known address at which the client may be served with notice of
22 further proceedings taken in the case.

23 Also Nevada Rules of Professional Conduct (NRPC) Rule 1.16(b) states that an attorney
24 may be allowed to withdraw from representing a client ;

25 ...if withdraw can be accomplished without material adverse effect on the interest

1 of the client, or if...(5) the client fails substantially to fulfill an obligation to the lawyer
2 regarding the lawyers services and has been given reasonable warning that the lawyer
3 will withdraw unless the obligation is fulfilled;

4 **CONCLUSION:**

5 The Plaintiff THOMAS WALKER, does not oppose the Defendants' Attorneys Motion
6 To Withdraw As Counsel Of Record.

7 Plaintiff THOMAS WALKER, respectfully request that Plaintiff THOMAS WALKER
8 reserve the right to oppose the Defendants' Attorney's Motion To Withdraw As Counsel Of
9 Record, during the hearing which is scheduled to be heard on December 05, 2019, in the event
10 the Court should determine that allowing the defendant's counsel to withdraw would cause a
11 delay in the trial, or have any other adverse effect on the timing in which the trial is to occur.

12 DATED this 9th day of November, 2019.

13 Pursuant to NRS 53.045, I declare under penalty of
14 Perjury that the foregoing is true and correct.

15 

(signature)

16 Thomas Walker
17 6253 Rocky Mountain Avenue
18 Las Vegas, Nevada 89156
19 (702) 619-1256
20 twalkerb52@gmail.com
21 Plaintiff, In Proper Person
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AFET

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VERIFICATION OF THE PLAINTIFF'S AFFIDAVIT OF NON-OPPOSITION

Under penalties of perjury, the undersigned declares that he is the Plaintiff/Counter-defendant named in the foregoing Affidavit of Non-Opposition, and knows the contents thereof; that the Affidavit of Non-Opposition are true of his or her own knowledge, except as to those matters stated on information and belief, and that as to such matters he believes it to be true.

DATED this 9th day of November, 2019.

Pursuant to NRS 53.045, I declare under penalty of Perjury that the foregoing is true and correct.



signature)

Thomas Walker
6253 Rocky Mountain Avenue
Las Vegas, Nevada 89156
(702) 619-1256
twalkercivil3gmail.com
Plaintiff, In Proper Person

A



1 **MLIM**

2 KENNETH M. ROBERTS, ESQ.
3 Nevada Bar No. 04729
4 DEMPSEY, ROBERTS & SMITH, LTD.
5 1130 Wigwam Parkway
6 Henderson, Nevada 89074
7 Tel: (702) 388-1216
8 Fax: (702) 388-2514
9 Kenroberts@drsftd.com
10 Attorneys for Defendants
11 Floyd Grimes, Jalee Arnone,
12 Elizabeth Grimes, Victoria Jean Halsey,
13 WBG Trust

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

12 THOMAS WALKER, an individual,
13 Plaintiff,

14 v.

15 FLOYD W. GRIMES, WBG TRUST,
16 ELIZABETH GRIMES, VICTORIA JEAN
17 HALSEY, JALEE ARNONE, PETER
18 ARNONE, DOES 1 through 20, and ROE
19 BUSINESS ENTITIES 20 through 50,
20 inclusive,

21 Defendants.

CASE NO. A-18-783375-C

Dept. No. 16

**DEFENDANTS' MOTION IN LIMINE
TO EXCLUDE DOCUMENT**

HEARING REQUESTED

19 FLOYD W. GRIMES, JALEE ARNONE,
20 Counterclaimants,

21 v.

22 THOMAS WALKER, DOES 1 through 20,
23 ROE ENTITIES 11 through 20, inclusive,
24 Counter-defendants.

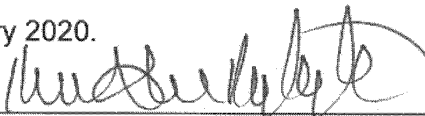
25 COME NOW, Defendants Floyd Grimes, Jalee Arnone, Elizabeth Grimes, Victoria
26 Jean Halsey, and WBG Trust (hereinafter, "Defendants") by and through their counsel of
27 record Kenneth M. Roberts Esq., and hereby submit their MOTION IN LIMINE TO
28 EXCLUDE DOCUMENT.

DEMPSEY, ROBERTS & SMITH, LTD.

1130 Wigwam Parkway • Henderson, Nevada 89074
(702) 388-1216 • Fax: (702) 388-2514

1 This Motion is made and based upon the papers and pleadings on file in this matter, the
2 Points and Authorities submitted in support herein, and any oral argument of counsel that
3 the Court may entertain.

4 DATED this 21st day of January 2020.

5 
6 Kenneth M. Roberts, Esq.
7 DEMPSEY, ROBERTS & SMITH, LTD.
8 1130 Wigwam Parkway
9 Henderson, Nevada 89074
10 Attorneys for Defendants
11 Floyd Grimes, Jalee Arnone, Elizabeth Grimes,
12 Victoria Jean Halsey, WBG Trust

13 I.

14 **INTRODUCTION**

15 Plaintiff Walker has refused all of undersigned counsel's reasonable requests to
16 examine the document which Plaintiff claims to be a written contract between the parties,
17 including Defendants' timely served Request for Inspection. Consequent to Plaintiff
18 Walker's complete unwillingness to allow inspection of the original document, which he
19 claims to possess, Defendants move this Court to exclude Walker's document, and any
20 testimony offered about it, at a hearing or trial of this matter. Having entirely prevented
21 Defendants' ability to examine and authenticate the document, Plaintiff Walker should
22 properly be precluded from bringing it as a surprise at trial.

23 II.

24 **STATEMENT OF FACTS**

25 Plaintiff Walker's claims relate to real property, specifically a single-wide trailer
26 located at 6253 Rocky Mountain Avenue, Las Vegas, Nevada (the "Property"). Defendant
27 Floyd Grimes rented the Property to Plaintiff Walker for many years. After paying rent for
28 decades, Plaintiff Walker now asserts an ownership claim to the Property and, very
surprising to Mr. Grimes, now asserts to possess a document predicated his ownership.

1 Attached to his Amended Complaint, Plaintiff Walker produced a low-quality
2 photocopy of a document allegedly signed by Victoria "Vicki" Halsey. Defendant Floyd
3 Grimes, who asserts Vicki Halsey never had any authority to transfer ownership of the
4 Property, has openly questioned the authenticity and veracity of Plaintiff Walker's purported
5 document. As part of his initial disclosures, Plaintiff Walker later produced a similar low-
6 quality copy of the same document, later identified as "PT W-001."

7 At a hearing before this Court on another matter in this case on October 24, 2019,
8 Defendants' counsel personally hand-delivered a Request for Inspection of Document¹ to
9 Plaintiff Walker.² Under Nevada Rule of Civil Procedure 34, Plaintiff Walker was requested
10 to personally present his document, "PT W-001," at Defendants' counsel's office at 10:00
11 a.m. on November 22, 2019.³ When the Request for Inspection was handed to him, Walker
12 told Defendant's counsel that he possessed the document to be inspected and understood
13 he needed to present it at the appointed time at place.⁴

14 Expecting Walker's appearance, Defendant's counsel was present at his office
15 together with a court reporter on November 22.⁵ Plaintiff Walker never showed up, and
16 never communicated to counsel that he would not be appearing or his reasons for not doing
17 so.⁶ After waiting for about thirty minutes, Walker not having appeared, Defendant's
18 counsel made a record with the court reporter documenting Plaintiff's nonappearance.⁷

19 Later, on December 5, 2019 Defendant's counsel met with Plaintiff Walker at a
20 hearing on another matter in this case. Defendant's counsel asked Walker about his refusal
21 to appear on November 22 for the inspection of his document.⁸ Plaintiff Walker
22
23
24

25 ¹ *Request for Inspection of Document* ("Request for Inspection"), Exhibit B.

26 ² Affidavit of Defendant's Counsel, Kenneth M. Roberts ("Affidavit of Counsel"), Exhibit A.

27 ³ Request for Inspection.

28 ⁴ Affidavit of Counsel.

⁵ *Id.*

⁶ *Id.*

⁷ *Id.*

⁸ *Id.*

acknowledged his failure to appear.⁹ Walker told Defendant's counsel that he would produce the document for inspection very soon and represented he would reach out to Defendant's counsel to arrange a date and time to do so.¹⁰ However, Walker never again contacted Defendant's counsel.

Needing to examine Plaintiff Walker's document, and after having been repeatedly rebuffed, Defendant's counsel placed a telephone call to Walker on January 14, 2020.¹¹ Defendant's counsel left a voicemail demanding inspection of Walker's document within the next several days.¹² On that same date, Defendant's counsel also sent an email to Walker demanding Plaintiff Walker produce the document for inspection on January 17, 2020 at counsel's office.¹³ No response was ever received from Plaintiff Walker at all, and Walker never showed up on January 17th.

For two months, Plaintiff Walker has willfully refused all requests to allow inspection of his document which, he claims, predicate his ownership claims to the Property. The instant motion requests Plaintiff Walker be prevented from on-the-spot production of his document on the occasion of a later hearing or trial.

II. ARGUMENT

Nevada Rule of Civil Procedure 37(c)(1) provides that "[i]f a party fails to provide information...the party is not allowed to use that information or witness to supply evidence on a motion, at a hearing, or at a trial, unless the failure was substantially justified or is harmless." *Nev. Rev. Stat. 37(c)(1)*. A failure to disclose under Rule 37 includes a party's failure to respond to a timely Request for Inspection. *Nev. R. Civ. P. 37(d)*.

⁹ Affidavit of Counsel.

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

¹³ *Id.*, see also January 14, 2020 email, Exhibit C, attached.

As explained below, Plaintiff Walker's refusal to produce the requested document will significantly prejudice Defendants, all of them, if he is allowed to later rely upon it at a trial.

A. DEFENDANTS' COUNSEL MADE REASONABLE REQUESTS TO EXAMINE PLAINTIFF WALKER'S DOCUMENT, INCLUDING A REQUEST FOR INSPECTION UNDER NEVADA RULE OF CIVIL PROCEDURE 34, WHICH HAVE BEEN UNREASONABLY REFUSED BY PLAINTIFF.

Nevada Rule of Civil Procedure 34 permits the requesting party to examine and inspect documents in the possession of the other side. Specifically, Nevada Rule of Civil Procedure 34 provides, in relevant part:

"(a) In General. A party may serve on any other party a request within the scope of Rule 26(b):

(1) to produce and permit the requesting party or its representative to inspect, copy, test, or sample the following items in the responding party's possession, custody, or control:

(A) any designated documents or electronically stored information..." Nev. R. Civ. P. 34(a).

Doubting the veracity of Plaintiff Walker's document, Defendants made a request through their representative counsel to examine it pursuant to Nevada Rule of Civil 34. Undersigned counsel personally served Plaintiff Walker with a copy of the *Request for Inspection of Document*, requiring Plaintiff Walker to produce his questioned documents at counsel's office on November 22, 2019.¹⁴ Plaintiff Walker never showed up, and never communicated any reasons concerning his failure to do so.¹⁵

i. PLAINTIFF WALKER NEVER OBJECTED OR RESPONDED TO DEFENDANTS' REQUEST FOR INSPECTION OF DOCUMENT.

Responses or objections to a Request for Inspection must be made within thirty days from the date of service. Specifically, Nevada Rule of Civil Procedure 34(2) provides:

(2) Responses and Objections.

(A) Time to Respond. The party to whom the request is directed must respond in writing within 30 days after being served. A shorter or longer time may be stipulated under Rule 29 or be ordered by the court.

¹⁴ Affidavit of Counsel.

¹⁵ *Id.*

(B) Responding to Each Item. For each item or category, the response must either state that inspection and related activities will be permitted as requested or state the ground for objecting to the request, with specificity, including the reasons. The responding party may state that it will produce copies of documents or of electronically stored information instead of permitting inspection. The production must then be completed no later than the time for inspection specified in the request or another reasonable time specified in the response.

(C) Objections. An objection must state whether any responsive materials are being withheld on the basis of that objection. An objection to part of a request must specify the part and permit inspection of the rest. *Nev. R. Civ. P. 34(2)*.

Plaintiff Walker never provided any response or objection to Defendants' properly served Request for Inspection.

ii. **OVER THE PAST TWO MONTHS, PLAINTIFF WALKER HAS REFUSED ALL REASONABLE REQUESTS FOR INSPECTION OF THE DOCUMENT AND IGNORED ALL INQUIRIES CONCERNING HIS FAILURE TO PROVIDE IT.**

Undersigned counsel met with Mr. Walker in court on December 5, 2019, at the hearing of another matter in this case, and queried about Plaintiff's refusal to appear and provide the document as directed in Defendants' Request for Inspection.¹⁶ Plaintiff Walker acknowledged his failure to appear and to provide the document.¹⁷ Walker then represented that he would contact Defendants' counsel very soon to arrange a date and time to produce the document.¹⁸ However, undersigned counsel was never contacted by Mr. Walker.¹⁹

After a few weeks, having not received any contact from Plaintiff Walker, undersigned counsel placed a telephone call to Walker on January 14, 2020.²⁰ Undersigned counsel left a voicemail message for Plaintiff Walker demanding inspection of the document within the

¹⁶ Affidavit of Counsel.

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.*

next several days.²¹ Counsel also sent an email to Plaintiff Walker, on that same date, requesting production of the document at 10:00 a.m. on January 17, 2020.²²

Again, Plaintiff Walker never contacted undersigned counsel or otherwise responded to Defendants' requests for inspection of Plaintiff's document. To date, Walker has continued to refuse all requests to allow inspection of his document.

B. DEFENDANTS' STATUTE OF FRAUDS DEFENSE IS PREJUDICED BY PLAINTIFF WALKER'S REFUSAL TO PARTICIPATE IN DISCOVERY AND REFUSAL TO ALLOW INSPECTION OF HIS DOCUMENT.

Defendants, in their First Amended Answer, raised the Statute of Frauds as an affirmative defense.²³ Defendants challenge the origins and veracity of Walker's purported document. Accordingly, Walker's having repeatedly rebuffed Defendant's requests to inspect the document are grievous.

Nevada Revised Statutes 111.205 and 111.210 expressly provide that estates in land are only created by operation of law or by a written conveyance. Nevada Revised Statutes 111.205 states, in relevant part:

"No estate or interest in lands, other than for leases for a term not exceeding 1 year, nor any trust or power over or concerning lands, or in any manner relating thereto, shall be created, granted, assigned, surrendered or declared after December 2, 1861, unless by act or operation of law, or by deed or conveyance, in writing, subscribed by the party creating, granting, assigning, surrendering or declaring the same, or by the party's lawful agent thereunto authorized in writing." *Nev. Rev. Stat. 11.205.*

Concerning contracts for sale of real property, Nevada Revised Statutes 111.210 provides:

1. Every contract for the leasing for a longer period than 1 year, or for the sale of any lands, or any interest in lands, shall be void unless the contract, or some note or memorandum thereof, expressing the consideration, be in writing, and be subscribed by the party by whom the lease or sale is to be made.

²¹ Affidavit of Counsel.

²² *Id.* also January 14, 2020 email, Exhibit C, attached.

²³ *First Amended Answer to Plaintiff's Complaint*, filed December 17, 2018, at 8:16-18.

2. Every instrument required to be subscribed by any person under subsection 1 may be subscribed by the agent of the party lawfully authorized. *Nev. Rev. Stat. 11.210.*

Defendants seriously question the authenticity and origins of the document replicated as an attachment to Plaintiff's Complaint which, Plaintiff Walker alleges, is a written contract. It is clear, pursuant to Nevada Revised Statutes 111.205 and 111.210, Plaintiff Walker's claims to the Property must be predicated upon a written deed, conveyance, or contract subscribed by Floyd Grimes as owner of the Property, or an agent specifically authorized by Mr. Grimes to do so. Attached to his Complaint, Plaintiff Walker has produced only a low-quality photocopy of a document allegedly signed by Victoria "Vicki" Halsey.

Plaintiff Walker's refusal to participate in discovery, his intentional withholding of the document most singularly important to Defendant's Statute of Frauds defense, cannot be permitted or rewarded. Allowing Plaintiff Walker to later introduce his document, or testimony about it, as a "Perry Mason-style" courtroom surprise at trial would be against the very essence of candor in the discovery process. Clearly, Plaintiff Walker's consistent refusal to permit examination of the document upon which he purports to predicate his claims is critically prejudicial to Defendants.

C. THIS COURT SHOULD PREVENT PLAINTIFF WALKER FROM PRESENTING HIS DOCUMENT AT A TRIAL, AND ALL TESTIMONY CONCERNING HIS DOCUMENT SHOULD BE BARRED UNDER NEVADA RULE OF CIVIL PROCEDURE 37.

Discovery is designed to make a trial less a game of blindman's bluff and more a fair contest, with the basic issues and facts disclosed to the fullest possible extent. *Greyhound Corp. v. Super Ct.*, 56 Cal. 2d 355, 375, 376 (1961). Nevada Rule of Civil Procedure 37(c)(1) provides that "[i]f a party fails to provide information...the party is not allowed to use that information or witness to supply evidence on a motion, at a hearing, or at a trial, unless the failure was substantially justified or is harmless." *Nev. Rev. Stat. 37(c)(1).*

Nevada Rules of Civil Procedure governing discovery are designed to prevent *exactly* the kind of withholding and intentional secreting of evidence that Plaintiff Walker has engaged in. After having been denied all opportunity to see Plaintiff Walker's document, Defendants and their counsel would be impermissibly prejudiced if Plaintiff Walker is permitted to later introduce his document as a surprise at trial. As described above, Nevada Revised Statutes 111.205 and 111.210 require all of Plaintiff Walker's claims concerning the Property to be predicated upon a writing, and Defendants have timely raised the Statute of Frauds as an affirmative defense.

Plaintiff Walker should not be allowed to present his document, or testimony about it, at the time of trial. Having intentionally withheld his document, which Walker purports be the lynchpin for his claims, clearly Walker's conduct is not "substantially justified or harmless" under Nevada Rule of Civil Procedure 37. Clearly, this is exactly the kind of "hide the ball" misconduct and resultant time-of-trial bombshell disclosure that the discovery process is designed to prevent. To permit Plaintiff Walker to introduce his "surprise" document, and testimony about it, after having refused all Defendants' reasonable requests to inspect it, would obviously work a great injustice against Defendants.

Plaintiff Walker should not be rewarded for his blatant refusal to participate in discovery. To prevent extreme prejudice to Defendants, this Court should properly prevent Plaintiff Walker from presenting his document, or testimony about it, at any later hearing or trial in this matter.

...

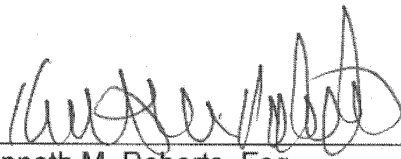
...

...

III.
CONCLUSION

Therefore, for the foregoing reasons, Plaintiff Walker should properly be prevented from introducing his document, identified as PT W-001, or any testimony about it, at any future hearing or trial in this matter.

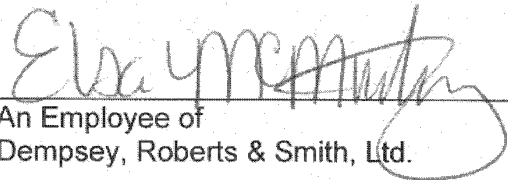
DATED: January 21, 2020.


Kenneth M. Roberts, Esq.
DEMPSEY, ROBERTS & SMITH, LTD.
1130 Wigwam Parkway
Henderson, Nevada 89074
Attorneys for Defendants

PROOF OF SERVICE / CERTIFICATE OF MAILING

The undersigned hereby certifies that service of the foregoing DEMPSEY, ROBERTS & SMITH, LTD.'S AND KENNETH M. ROBERTS, ESQ.'S MOTION FOR SANCTIONS UNDER NRCP 11 was made this 13th day of January 2020, pursuant to NRCP 5(b), via U.S. Mail first-class, and via email, addressed to the following party(ies):

Thomas Walker
6253 Rocky Mountain Avenue
Las Vegas, Nevada 89156
twalkercivil3@gmail.com


An Employee of
Dempsey, Roberts & Smith, Ltd.

DEMPSEY, ROBERTS & SMITH, LTD.

1130 Wigwam Parkway • Henderson, Nevada 89074
(702) 388-1216 • Fax: (702) 388-2514

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Exhibit A

AFFIDAVIT OF COUNSEL

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

1. That I am now and have been an active member of the State Bar of Nevada since 1992 having Nevada bar number 4729.

2. At the hearing in this Court on October 24, 2019, I personally hand delivered to plaintiff Walker a Request for Inspection of Document. Said Request demanded inspection of the original of a certain document, a copy of which was previously produced by plaintiff Walker as Exhibit 1 to his complaint and subsequently produced as document "PT W-001." Said Request for Inspection specified that plaintiff was to produce the document for inspection at the offices of Dempsey, Roberts and Smith, Ltd. at the hour of 10:00 a.m. on November 22, 2019. Upon receiving said Request for Inspection of Document, plaintiff Walker acknowledged its contents and indicated he had in his possession the original of specified document.

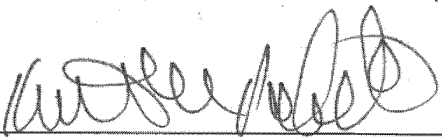
3. On November 22, 2019 at the hour of 10:00 a.m. I was present along with a court reporter at our offices of Dempsey, Roberts & Smith, Ltd. expecting the arrival and presence of plaintiff Walker with the original of said specified document. Having heard no objection or other communication from plaintiff Walker and after waiting approximately 30 minutes, Mr. Walker having not appeared, I placed on the record recorded by a court reporter the nonappearance of Mr. Walker.

4. On December 5, 2019 in court at the motion hearing for our Motion to Withdraw as Counsel, I discussed with plaintiff Walker his to appear with the original of said document on November 22, 2019. Plaintiff Walker acknowledged his failure to appear and indicated that he would be able to produce for inspection said document in the near future. I asked Mr. Walker when he would be able to produce said document and he indicated he

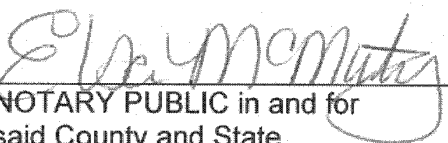
1 would contact me in the near future regarding a date for the production of said document. I
2 never received any further communication from plaintiff Walker.

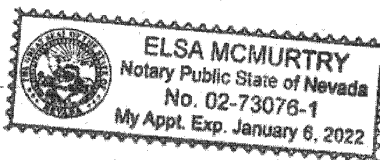
3 5. On January 14, 2020 I placed a telephone call to Mr. Walker leaving a
4 voicemail message demanding inspection of the subject document within the next several
5 days. I received no response or communication from Mr. Walker regarding inspection of said
6 document.

7 6. On January 14, 2020 at the hour of 10:56 a.m. I sent an email message to
8 plaintiff Walker demanding that he produce the subject document for my inspection at my
9 office at 10:00 a.m. on Friday, January 17, 2020. Again, I received no responding
10 communication for plaintiff Walker.


KENNETH M. ROBERTS, ESQ.

13 SUBSCRIBED AND SWORN to before me
14 this 21st day of January 2020.

15 
16 NOTARY PUBLIC in and for
17 said County and State



DEMPSEY, ROBERTS & SMITH, LTD.

1130 Wigwam Parkway • Henderson, Nevada 89074
(702) 388-1216 • Fax: (702) 388-2514

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Exhibit B

1 REQT
2 KENNETH M. ROBERTS, ESQ.
Nevada Bar No. 004729
3 DEMPSEY, ROBERTS & SMITH, LTD.
1130 Wigwam Parkway
4 Henderson, Nevada 89074
5 (702) 388-1216 (Telephone)
6 (702) 388-2514 (Facsimile)
KenRoberts@drslltd.com (Email)
Attorneys for Defendants

7
8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 THOMAS WALKER,

11 Plaintiff,

12 vs.

13 FLOYD WAYNE GRIMES, an individual, WBG
14 TRUST, Floyd Grimes, and Elizabeth Grimes as
15 Trustees, ELIZABETH GRIMES, an individual,
16 VICTORIA JEAN HALSEY, an individual and as
17 the Agent of Floyd Wayne Grimes, JALEE
ARNONE, an individual, and PETER ARNONE, an
individual, DOES 1 through 20, and ROE
18 BUSINESS ENTITIES 20 through 50, inclusive,

19 Defendant.

20
21 FLOYD WAYNE GRIMES, an individual, JALEE
22 ARNONE, an individual,

23 Counterclaimants,

24 vs.

25 THOMAS WALKER, an individual, DOES 1 through
26 10, ROE ENTITIES 11 through 20, inclusive,

27 Counterdefendants.
28

CASE NO.
A-18-783375-C

Dept. No.: XXXI

Request for Inspection
of Document

REQUEST FOR INSPECTION OF DOCUMENT

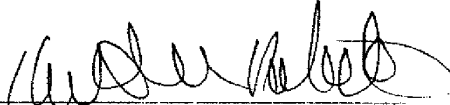
Pursuant to Rule of Civil Procedure 34

TO: THOMAS WALKER, Plaintiff;

PLEASE TAKE NOTICE that you are requested pursuant to Nevada Rule of Civil Procedure 34 to produce and permit Defendants and Defendants' attorneys to inspect the original document, a copy of which was attached to your Complaint as Exhibit 1 and has produced at document "PTW-001." Said original document shall be produced for inspection at 10:00 a.m. on November 22, 2019 at the offices of Dempsey, Roberts & Smith, Ltd.

DATED: _____ 2019.

Issued pursuant to NRCP 34 by:



KENNETH M. ROBERTS, ESQ.

Attorney for Defendants

DEMPSEY, ROBERTS & SMITH, LTD.

1130 Wigwam Parkway • Henderson, Nevada 89074
(702) 388-1216 • Fax: (702) 388-2514

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Exhibit C

Ken Roberts

From: Ken Roberts
Sent: Tuesday, January 14, 2020 10:56 AM
To: twalkercivil3@gmail.com; Twalker.me1856@gmail.com
Cc: Elsa McMurtry
Subject: Document

Importance: High

Mr. Walker,

I demand to review the original document you claim is a real estate contract
The document was attached to your Complaint as Exhibit 1 and you have produced it as
document "PTW-001."

I previously requested inspection of said original document on November 22, 2019.
You did not produce the original and you did not show up for that inspection.
I have subsequently demanded to see the document and you have failed to produce it for me
inspection.

Just moments ago I left you a voice mail message demanding to inspect the document.

I demand that you produce said document at me office at 10:00 a.m. this Friday, January 17,
2020.

Sincerely,

Kenneth M. Roberts, Esq.
Dempsey, Roberts & Smith, Ltd.
1130 Wigwam Parkway
Henderson, NV 89074
(702) 388-1216 (Telephone)
(702) 388-2514 (Facsimile)
KenRoberts@drslltd.com

Celebrating our 24th anniversary serving clients.

Dempsey, Roberts & Smith, Ltd. is pleased to provide legal representation in the following areas: auto accidents and other
personal injuries, criminal defense, defense of DUI, bankruptcy, traffic citations, probate, family law, contract law,
corporations and LLCs, wills, trusts and government security clearance cases.

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attorney work product or exempt from disclosure under applicable law. If you are not the intended recipient(s), you are notified that any disclosure, copying,
distribution or any action taken or omitted to be taken in reliance on the contents of this information is prohibited and may be unlawful. If you receive this message
in error, or are not the named recipient(s), please notify the sender, delete this e-mail from your computer, and destroy any copies in any form immediately.
Receipt by anyone other than the named recipient(s) is not a waiver of any attorney-client, work product, or other applicable privilege.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the Internal Revenue Service, we inform you that any U.S. federal
tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, by any person for the purpose
of (i) avoiding tax-related penalties or (ii) promoting, marketing or recommending to another person any transaction or matter addressed in this communication.

DISTRICT COURT
CLARK COUNTY, NEVADA



Thomas Walker, Plaintiff(s)
vs.
Floyd Grimes, Defendant(s)

Case No.: A-18-783375-C
Department 31

NOTICE OF HEARING

Please be advised that the Defendants' Motion in Limine to Exclude Document in the above-entitled matter is set for hearing as follows:

Date: February 25, 2020
Time: 9:00 AM
Location: RJC Courtroom 12B
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Imelda Murrieta
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Imelda Murrieta
Deputy Clerk of the Court

Alvin B. Shuman
CLERK OF THE COURT

24

1 **OPPS**
Thomas Walker
2 6253 Rocky Mountain Avenue
Las Vegas, Nevada 89156
3 (702)619-1256
Plaintiff, In Proper Person
4

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

8 THOMAS WALKER,
9 Plaintiff(s),

Case No.: A-18-783375-C
Dept. No.: XXXI

10 FLOYD GRIMES, an individual, WBG TRUST,
11 Floyd Grimes and Elizabeth Grimes, as Trustees,
12 ELIZABETH GRIMES, an individual, VICTORIA
HALSEY, an individual and as Agent of Floyd
13 Wayne Grimes, JALEE ARNONE, an individual,
and PETER ARNONE, an individual, DOES 1
14 through 20, and ROE BUSINESS ENTITIES 20
through 50, inclusive

15 Defendant(s).
16

OPPOSITION TO
DEFENDANT'S MOTION
IN LIMINE TO
EXCLUDE DOCUMENT

17
18 **OPPOSITION TO DEFENDANT'S MOTION IN LIMINE TO EXCLUDE DOCUMENT**

19 COMES NOW, Plaintiff THOMAS WALKER in Proper Person, and hereby submits its
20 OPPOSITION TO DEFENDANT MOTION IN LIMINE TO EXCLUDE DOCUMENT. This
21 Opposition is made and based on upon the papers and pleadings on file in this matter, the Points
22 and Authorities submitted in support herein, and any oral argument of counsel that the Court may
23 entertain

DATED this 24th day of February, 2020.

Pursuant to NRS 53.045, I declare under penalty of
Perjury that the foregoing is true and correct.

8

RECEIVED

FEB 25 2020

CLERK OF THE COURT

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Thomas Walker

(signature)

Thomas Walker
6253 Rocky Mountain Avenue
Las Vegas, Nevada 89156
(702) 619-1256
Plaintiff, In Proper Person

I.

INTRODUCTION

Plaintiff THOMAS WALKER complied with the NRCP 16.1 and had been forthcoming in its disclosures. It has produced quality copies, which could be used for verification and authentication of All documents to defendants counsel. Including the document in issue, which is attached as Exhibit A to the Plaintiff's verified complaint. Said copy is of exceptional quality and has been in the possession of the defendants counsel for approximately 2 and a half years and would hardly be a surprise if offered during trial. Plaintiff should be allowed to introduce ALL of the evidence at trial so that the jury may deliberate and render a verdict that is fair and just based on ALL of the evidence.

STATEMENTS OF FACTS

On or about January 15, 2005, Plaintiff THOMAS WALKER met with Defendant FLOYD WAYNE GRIMES and Defendant VICTORIA HALSEY at the mobile home and real property described as follows:

1969 Newport single-wide mobile home, serial number S1888, located at; 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156, (;inclusive, hereinafter "Property");
Subject of this action.

Defendant Grimes offered to sell and for THOMAS WALKER purchase the property, which is subject of this action, for a purchase price of \$69,000.00 inclusive of interest, taxes, fees

1 and charges of the like. Defendant Halsey acted as Authorized Agent of Defendant Grimes,
2 specifically with regards to subject property. The parties negotiated terms of the purchase and
3 sale of the property, including but not limited to, the private financing. To confirm acceptance of
4 Defendants Grimes and Halsey's offer, THOMAS WALKER paid half of the 1st payment to
5 purchase the property due February 01, 2005. Defendant Grimes instructed THOMAS
6 WALKER to give said payment and all future payments to Defendant Halsey. Defendant Halsey,
7 in the presence of Defendant Grimes, documented the purchase and sale agreement and the
8 payment received from THOMAS WALKER then presented that document to THOMAS
9 WALKER, stating a typed contract would be provided upon move in. A copy of said document
10 is attached as Exhibit 1 to this Opposition to Defendants Motion In Limine To Exclude
11 Document and is also attached as Exhibit A to the Plaintiff's Verified Complaint, as Exhibit 2 to
12 the Plaintiff's 1st Amended Verified Complaint, as PTW-001 to the Plaintiff's 16.1 Pretrial
13 Disclosures List Of Witnesses And Documents Pursuant to NRCP 16.1, as Exhibit 2 to the
14 Opposition to Defendant's/Counterclaimant's Motion For Application For Temporary Writ of
15 Restitution, and PTW-001 to the Plaintiff's Supplement To 16.1 Pretrial Disclosures And
16 Amended List Of Witnesses And Documents Pursuant to NRCP 16.1.

17 On or about February 01, 2005, Defendant Grimes and Defendant Halsey failed to provide
18 a typed contract as promised.

19 On or about November 2012 THOMAS WALKER was given a typed contract from
20 Defendant Grimes. A typed contract which did not accurately reflect the terms agreed upon by the
21 parties but had been modified and was dated February, 2005. THOMAS WALKER had not and
22 did not agree to modify the contract. The modified contract provided Defendant Grimes receiving
23 the original consideration of \$69,000.00. The modifications to the contract provided Defendant
24 Grimes would also receive approximately an additional \$150, 00 and THOMAS WALKER would
25 receive nothing for the additional consideration he would have to pay of approximately

1 \$150,000.00. THOMAS WALKER did not sign the new contract; however, continued to make
2 payments and operate under the terms of the original contract.

3 In late 2015, THOMAS WALKER, calculating a total amount of what it had paid using its
4 payment receipts and concluded it had paid approximately \$93,000.00 to Defendants Grimes and
5 Halsey. THOMAS WALKER requested Defendant Grimes convey the property title to THOMAS
6 WALKER. Defendant Grimes refused, insisting THOMAS WALKER sign the new contract.
7 THOMAS WALKER REFUSED and ceased making payments and began looking for an attorney.
8 Defendant Grimes and Defendant Halsey began attempting to force THOMAS WALKER from
9 the property. Defendants Grimes and Halsey filed for Summary Eviction, on multiple occasions
10 Agent/Representative Defendant Halsey, appeared in Court as the Authorized Agent of Floyd
11 Grimes and represented Defendant Grimes in a hearing on the matter of Summary Eviction against
12 THOMAS WALKER for the property. Defendants have deprived THOMAS WALKER from
13 water service and allegedly fraudulently sold the property for a second time.

14 On or about October 2018, THOMAS WALKER filed its lawsuit. THOMAS WALKER
15 complied with NRCP 16.1 disclosures. Defendants admit to receiving a copy of this document as
16 part of THOMAS WALKER'S initial disclosures and no objections to the admissibility of said
17 document were made by defendants counsel pursuant to NRCP 16.1.

18 III.

19 ARGUMENT

20 1. PLAINTIFF DISCLOSED ALL DOCUMENTS PURSUANT TO NRCP 16.1

21
22 Nevada Rules of Civil Procedure 37(c)(1) states in pertinent part

23 //

24 NRCP 37(c)(1)

25 If a party fails to provide information or identify a witness as required by Rule 16.1(a)(1),
16.2(d) or (e), 16.205(d) or (e), or 26(e), the party is not allowed to use that information

1 or witness to supply evidence on a motion, at a hearing, or at a trial, unless the failure
2 was substantially justified or is harmless. In addition to or instead of this sanction, the
court, on motion and after giving an opportunity to be heard:

3 Plaintiff THOMAS WALKER disclosed all documents pursuant to NRCP 16.1

4 THOMAS WALKER received a Request for Inspection the document attached as Exhibit
5 A of the Plaintiff's Verified Complaint. NRCP 34(b)(2)(B) states in pertinent part:
6

NRCP 37(b)(2)(B):

7 ...produce copies of documents or of electronically stored information instead of
8 permitting inspection. The production must then be completed no later than the
time for inspection specified in the request or another reasonable time specified in
9 the response.

10 THOMAS WALKER has provided numerous copies of the document.

11 **2. Plaintiff disclosed document in early pretrial discovery. Defendants counsel admits**
12 **to receiving a copy of the Plaintiffs 16.1 disclosures and failed to object to the admissibility**
of the document pursuant to NRCP 16.1.

13 Nevada Rules of Civil Procedure 16.1(a)(1)(A) states

14 NRCP 16.1(a)(1)(A):

15 "(A) In General. Except as exempted by Rule 16.1(a)(1)(B) or as otherwise
16 stipulated or ordered by the court, a party must, without awaiting a discovery
request, provide to the other parties:

And

17 Nevada Rules of Civil Procedure 16.1(a)(1)(A)(2) states

18 NRCP 16.1(a)(1)(A)(2)

19 "a copy — or a description by category and location — of all documents,
20 electronically stored information, and tangible things that the disclosing party has
21 in its possession, custody, or control and may use to support its claims or
22 defenses, including for impeachment or rebuttal, and, unless privileged or
protected from disclosure, any record, report, or witness statement, in any form,
concerning the incident that gives rise to the lawsuit".

23 A copy of said produced to the Defendants counsel during pretrial discovery and was
24 attached as PTW-001 to the Plaintiff's 16.1 Pretrial Disclosures List Of Witnesses And
25

1 Documents Pursuant to NRCP 16. Defendants counsel admits to receiving a copy of said
2 document and states this in the Defendant's Motion In Limine To Exclude Document. Nevada
3 Rules of Civil Procedure 16.1(a)(3)(B)(ii)(b)(iii) provides in relevant part:

4 NRCP 16.1(a)(3)(B)(ii)(b)(iii):

5 "(ii) Within 14 days after they are made, unless the court sets a different time, a
6 party may serve and promptly file a list of the following objections:"

7 "(b) any objection, together with the grounds for it, that may be made to the
8 admissibility of materials identified under Rule 16.1(a)(3)(A)(iii).

9 "(iii) An objection not so made — except for one
under NRS48.025 and 48.035 — is waived unless excused by the court for good
cause.

10 Defendants failed to object to the admissibility of doc PTW-001 pursuant to Nevada
11 Rules of Civil Procedure 16.1 and are therefore, waived their right to object to the admissibility
12 of said document.

13 **3. Defendants Statute of Frauds defense is preclude by full performance.**

14 THOMAS WALKER has fully performed his obligation to the contract which removes
15 the contract from the Statute of Frauds

16 2 Corbin § 457 states "Full performance by one party may also remove a contract from
17 the Statute of Frauds"

18 The purchase price for the property was \$69,000.00. THOMAS WALKER paid
19 approximately \$93,000.00 to Defendants Grimes and Halsey. THOMAS WALKER fully
20 performed his obligations to the contract upon payment of the purchase price of \$69,000.00. Full
21 performance removes the contract from the Statute of Frauds.

22 The Defendant's offer no other good cause for said document and any testimony offered
23 about it should be admissible.

24 **4. The Court should allow THOMAS WALKER to present its document at trial and
25 all testimony concerning its document and deny the defendants Motion In Limine To
Exclude Documents.**

1 Plaintiff THOMAS WALKER complied with NRCP 16.1 in disclosing all information to
2 defendants counsel and has cooperated in disclosing all documents to the defendants counsel and
3 has providing numerous copies of said documents. The defendants claims that the document has
4 been keep secret and that it has been intentionally withheld are meritless.

5 Plaintiff THOMAS WALKER has not intentionally withheld anything from Defendants
6 counsel. Approximately over 1 years ago THOMAS WALKER filed with its Plaintiff Verified
7 Complaint attached as Exhibit A, a clear copy which can be used to establish the veracity and
8 also can be used for authentication of said document. Defendants counsel was served with the
9 Complaint and Amended Complaint at the same timer. Defendants counsel carelessly overlooked
10 the disclosed high quality copy of the document, which it now seeks to exclude. Defendants
11 counsel failed to review the Plaintiff's Verified Complaint as it only had to answer the Plaintiff's
12 1st Amended Complaint. Had defendants counsel reviewed the Plaintiff's Verified Complaint it
13 would have seen the copy attached as Exhibit A to the Plaintiff's Verified Complaint and would
14 have had a full year to determine its veracity and authenticity. This document could not be a
15 surprise if brought up at trial. The defendants counsel may be surprised to learn that it has had a
16 clear, readable, high quality copy of said document available to authenticate and established its
17 veracity and has had said document for more than 1 year.

18 Defendants counsel claims that the defendants Statute of Frauds defense is prejudiced by
19 the inability to inspect said document, is false. The defendants Statute of Frauds defense is
20 preclude by the full performance of the Plaintiff, by the doctrine of part performance and was
21 prejudiced by the defendants own admissions on the records giving ion court testimony that it
22 entered into a contract with THOMAS WALKER.

23 The defendants counsel had an opportunity to object to the admissibility of said
24 document pursuant to NRCP 16.1 and failed to do so. THOMAS WALKER should be given a
25 fair and just trial based on ALL of the evidence. THOMAS WALKER should be given the

1 opportunity to present ALL of its evidence at trial and to be given a fair and just verdict.
2 Denying the admissibility of the document would be denying a jury the opportunity to render a
3 verdict based on ALL of the evidence.

4 Defendants counsel should not be rewarded for its blatant disregard for the contents of
5 the Plaintiff's Amended Complaint and its false accusations, that THOMAS WALKER is hiding
6 discoverable documents or withholding any information from the defendants counsel. This Court
7 should properly allow the document to be seen testimony to be heard about it and the Defendants
8 motion should be denied.

9 **IV.**

10 **CONCLUSION**

11 Therefore, for the foregoing reasons, Defendants Motion In Limine To Exclude
12 Document should be denied.

13 Dated February 24, 2020

14 
15 Thomas Walker

(signature)

16 Thomas Walker
17 6253 Rocky Mountain Avenue
18 Las Vegas, Nevada 89156
19 (702) 619-1256
20 Plaintiff, In Proper Person

21 ~~**PROOF OF SERVICE/CERTIFICATE OF MAILING**~~

22 ~~I the undersigned hereby certifies that service of the foregoing PLAINTIFF THOMAS~~
23
24
25



1 KENNETH M. ROBERTS, ESQ.
Nevada Bar No. 4729
2 DAVID E. KRAWCZYK, ESQ.
Nevada Bar No. 12423
3 DEMPSEY, ROBERTS & SMITH, LTD.
1130 Wigwam Parkway
4 Henderson, Nevada 89074
5 Tel: 702-388-1216
Fax: 702-388-2514
6 E-Mail: kenroberts@drsLtd.com
Attorney for Defendants

7
8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 THOMAS WALKER,
11 Plaintiff,

12 vs.

13 FLOYD WAYNE GRIMES, an individual, WBG
14 TRUST, Floyd Grimes, and Elizabeth Grimes as
15 Trustees, ELIZABETH GRIMES, an individual,
16 VICTORIA JEAN HALSEY, an individual and as
the Agent of Floyd Wayne Grimes, JALEE
17 ARNONE, an individual, and PETER ARNONE,
an individual, DOES 1 through 20, and ROE
BUSINESS ENTITIES 20 through 50, inclusive,

18 Defendants.

19 FLOYD WAYNE GRIMES, an individual, and
20 JALEE ARNONE, an individual,

21 Counterclaimant,

22 vs.

23 THOMAS WALKER, an individual, DOES 1
through 10, ROE ENTITIES 11 through 20,
24 inclusive,

25 Counterdefendants.

CASE NO.: A-18-783375-C

DEPT. NO.: XXXI

**DEFENDANTS'
PRETRIAL
DISCLOSURES
PURSUANT TO NRCP
16.1**

1 COME NOW Defendants, FLOYD GRIMES, individually and as Trustee of
2 WBG Trust; ELIZABETH GRIMES, individually and as Trustee of WBG Trust;
3 VICTORIA JEAN GRIMES (incorrectly named as VICTORIA JEAN HALSEY);
4 JALEE ARNONE AND PETER ARNONE, by and through their attorneys,
5 KENNETH M. ROBERTS, ESQ. and DAVID KRAWCZYK ESQ., of the law firm of
6 DEMPSEY, ROBERTS & SMITH, LTD., and hereby submits their pretrial
7 disclosures pursuant to NRCP 16.1.

8
9 **I. WITNESSES**

10 **1. WITNESSES DEFENDANTS' EXPECT TO PRESENT AT TRIAL:**

11 a. FLOYD GRIMES
12 c/o Kenneth M. Roberts, Esq.
13 Dempsey, Roberts & Smith, Ltd.
14 1130 Wigwam Parkway
15 Henderson, Nevada 89074
16 Telephone: (702) 388-1216

17 Mr. Grimes is expected to testify as to the facts and circumstances
18 surrounding the claims and allegations which are the subject of this litigation.

19 b. VICTORIA JEAN GRIMES
20 c/o Kenneth M. Roberts, Esq.
21 Dempsey, Roberts & Smith, Ltd.
22 1130 Wigwam Parkway
23 Henderson, Nevada 89074
24 Telephone: (702) 388-1216

25 Ms. Grimes is expected to testify as to the facts and circumstances
surrounding the claims and allegations which are the subject of this litigation.

c. JALEE ARNONE
c/o Kenneth M. Roberts, Esq.
Dempsey, Roberts & Smith, Ltd.
1130 Wigwam Parkway

Henderson, Nevada 89074
Telephone: (702) 388-1216

Ms. Arnone is expected to testify as to the facts and circumstances surrounding the claims and allegations which are the subject of this litigation.

d. LINDA BELL
c/o Kenneth M. Roberts, Esq.
Dempsey, Roberts & Smith, Ltd.
1130 Wigwam Parkway
Henderson, Nevada 89074

Ms. Bell is expected to testify as to the facts and circumstances surrounding the claims and allegations which are the subject of this litigation.

2. WITNESSES DEFENDANTS' MAY CALL IF THE NEED ARISES:

a. ELIZABETH GRIMES
c/o Kenneth M. Roberts, Esq.
Dempsey, Roberts & Smith, Ltd.
1130 Wigwam Parkway
Henderson, Nevada 89074
Telephone: (702) 388-1216

Mrs. Grimes is expected to testify as to the facts and circumstances surrounding the claims and allegations which are the subject of this litigation.

b. PETER ARNONE
c/o Kenneth M. Roberts, Esq.
Dempsey, Roberts & Smith, Ltd.
1130 Wigwam Parkway
Henderson, Nevada 89074
Telephone: (702) 388-1216

Mr. Arnone is expected to testify as to the facts and circumstances surrounding the claims and allegations which are the subject of this litigation.

1 c. KATHY POTTS
2 64 Logan Street
3 Las Vegas, Nevada 89110
4 (702) 488-8901

5 Ms. Potts is expected to testify as to the facts and circumstances surrounding
6 the claims and allegations which are the subject of this litigation.

7 d. SANDRA HUGHES
8 **Realty Club Las Vegas**
9 8775 Lindell Road, Suite 100
10 Las Vegas, NV 89139

11 Sandra Hughes has been a licensed realtor for 25 years and is expected to
12 testify as a retained expert in this matter. Ms. Hughes will testify regarding the fair
13 market rent for the property subject to this litigation.

14 II. DOCUMENTS

15 1. DOCUMENTS DEFENDANTS' EXPECT TO OFFER AT TRIAL:

Document Description	Bate Stamp No.
Nevada Quit Claim Deed	DRS 0001 - 0004
Grant, Bargain & Sale Deed	DRS 0005 – 0006
Treasurer Absolute Deed	DRS 0007 – 0009
Photographs of 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156	DRS 0010 - 0015

19 2. DOCUMENTS DEFENDANTS' MAY OFFER IF THE NEED 20 ARISES:

City of North Las Vegas Transaction History	DRS 0016 – 0018
Bookkeeping notes	DRS 0019-0038
Rent receipts	DRS 0039-0066

23 Dated: March 2, 2020.

24 /s/Kenneth Roberts
25 KENNETH M. ROBERTS, ESQ.
Nevada Bar No. 6828

CERTIFICATE OF MAILING

The undersigned hereby certifies that service of the foregoing was made this 2nd day of March 2020, pursuant to Nevada Rule of Civil Procedure 5(b), via the Nevada District Court's electronic service system addressed to the following party(ies):

THOMAS WALKER
6253 Rocky Mountain Avenue
Las Vegas, Nevada 89156

/s/ Elsa McMurtry

Elsa McMurtry, an Employee of
Dempsey, Roberts & Smith, Ltd.



1 ARJT

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4 THOMAS WALKER, ET AL.;

Case No.: A-18-783375-C

5 PLAINTIFF(S),

Dept. No.: XXXI

6 VS.

7 FLOYD GRIMES; ET AL.,

8 DEFENDANT(S).
9

10
11 **AMENDED ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL/TRIAL**
12 **SETTING CONFERENCE, CALENDAR CALL/FINAL PRE-TRIAL**
13 **CONFERENCE; and STATUS CHECK**

14 IT IS HEREBY ORDERED that:

15 **A. Trial** - This matter is set for a **JURY TRIAL** on a **FIVE-WEEK Trial**
16 **Stack** to begin on **OCTOBER 12, 2020, at 9:00 a.m.**, in Department XXXI,
17 **Courtroom 12B.**

18 The parties were provided Notice that pursuant to the Administrative
19 Orders and the Governor's directives regarding the COVID-19 pandemic, the
20 scheduled trial date would need to be continued to a new trial date. The Court
21 offered the parties a choice of trial stacks to place their case on, and as there
22 was no response from the parties and in accordance with the rules and the
23 Administrative Orders, the Court has rescheduled the trial date.

24
25 **B. Pre-Trial Conference** - A Pre-Trial Conference will be held on
26 **SEPTEMBER 10, 2020**, beginning at **10:15 a.m.** **The designated trial**
27

1 attorney(s), and/or parties in proper person, must be present, in person, for
2 the Pre-Trial Conference.

3 C. Calendar Call - A Calendar Call will be held on OCTOBER 6,
4 2020, beginning at 9:00 a.m. Unless otherwise directed by the Court, the
5 parties must bring to Calendar Call the following:
6

- 7 (1) Typed exhibit lists; with all stipulated exhibits marked;
- 8 (2) All exhibits marked by counsel for identification purposes;
- 9 (3) Jury instructions in two groups, unopposed and opposed;
- 10 (4) Proposed voir dire questions;
- 11 (5) List of depositions;
- 12 (6) List of equipment needed for trial, including audiovisual equipment;¹
- 13 and
- 14 (7) Courtesy copies of any legal briefs on trial issues.

15 D. Status Check – Parties are to appear for a Status Check on this
16 matter set for JULY 7, 2020 at 9:00 a.m.

17 E. Pre-Trial Memorandum - The Pre-Trial Memorandum must be
18 filed no later than 4:00 p.m., on SEPTEMBER 28, 2020, with a courtesy copy
19 delivered to Department XXXI. All parties, (attorneys and parties in proper
20 person) MUST comply with ALL REQUIREMENTS of E.D.C.R. 2.67, 2.68 and
21 2.69.

22 Counsel should include in the Memorandum an identification of orders on
23 all Motions in Limine or Motions for Partial Summary Judgment previously made,
24 a summary of any anticipated legal issues remaining, a brief summary of the
25 opinions to be offered by any witness to be called to offer opinion testimony as
26 well as any objections to the opinion testimony.

27 ¹If counsel anticipates the need for special electronic equipment during the trial, a request must
28 be submitted to the District Courts Court Help Desk following the Calendar Call. You can reach
the Court Help Desk via E-Mail at courthelpdesk@clarkcountycourts.us

1 **F. Motions in Limine** – The Motion in Limine filing deadlines has not
2 been extended. **Orders shortening time will not be signed except in extreme**
3 **emergencies.**

4 **G. Discovery Issues** - All discovery deadlines, deadlines for filing
5 dispositive motions, and motions to amend the pleadings or add parties are
6 controlled by the previously issued Scheduling/Trial Order and have not been re-
7 opened or extended.

8
9 Please comply with the Handout/Procedure for Civil Jury Trials and Civil
10 Bench Trials, copies of which are located in the Courtroom and on the District
11 Court – Department XXXI – website.

12 **Failure of the designated trial counsel, or any party appearing in**
13 **proper person, to appear for any court appearances or to comply with this**
14 **Order shall result in any of the following: (1) dismissal of the action; (2)**
15 **default judgment; (3) monetary sanctions; (4) vacation of trial date; and/or**
16 **any other appropriate remedy or sanction.**

17
18 Counsel is asked to notify the Court Recorder, 671-0897, at least two
19 weeks in advance if they are going to require a recorder and/or daily copies of
20 the transcripts or CDs of this trial. Failure to do so may result in a delay in the
21 production of the transcripts and/or CDs.

22
23 Counsel is required to advise the Court immediately if the case settles or
24 is otherwise resolved prior to trial.

1 A stipulation which terminates a case by dismissal shall also indicate
2 whether a Scheduling Order has been filed and, if a trial date has been set, the
3 date of that trial.

4 DATED this 19th day of May, 2020

5
6
7 
8 JOANNA S. KISHNER
9 DISTRICT COURT JUDGE

10
11 **CERTIFICATE OF SERVICE**

12 I hereby certify that on or about the date filed, a copy of this Order was
13 provided to all counsel, and/or parties listed below via one, or more, of the
14 following manners: via email, via facsimile, via US mail, via Electronic Service if
15 the Attorney/Party has signed up for Electronic Service, and/or a copy of this
16 Order was placed in the attorney's file located at the Regional Justice Center:

17 **ALL COUNSEL/PARTIES HAVE BEEN SERVED VIA E-SERVICE and/or**
18 **VIA E-MAIL**

19
20 /s/ Tracy L. Cordoba
21 TRACY L. CORDOBA-WHEELER
22 JUDICIAL EXECUTIVE ASSISTANT
23
24
25
26
27
28

Steven D. Grierson

1 ORD
KENNETH M. ROBERTS, ESQ.
2 Nevada Bar No. 004729
DEMPSEY, ROBERTS & SMITH, LTD
3 1130 Wigwam Parkway
Henderson, Nevada 89074
4 (702) 388-1216 (Telephone)
(702) 388-2514 (Facsimile)
5 KenRoberts@drs ltd.com (Email)
Attorneys for Defendants
6

7 DISTRICT COURT
CLARK COUNTY, NEVADA

8 THOMAS WALKER,)
9)
Plaintiff,)

10 vs.)

11 FLOYD WAYNE GRIMES, an individual, WBG)
12 TRUST, Floyd Grimes, and Elizabeth Grimes as)
Trustees, ELIZABETH GRIMES, an individual,)
13 VICTORIA JEAN HALSEY, an individual and as)
the Agent of Floyd Wayne Grimes, JALEE)
14 ARNONE, an individual, and PETER ARNONE, an)
individual, DOES 1 through 20, and ROE)
15 BUSINESS ENTITIES 20 through 50, inclusive,)

16 Defendant.)

CASE NO.
A-18-783375-C

Dept. No.: XXXI

ORDER ON DEFENDANT'S
APPLICATION FOR A
TEMPORARY WRIT OF
RESTITUTION

17)
18 FLOYD WAYNE GRIMES, an individual, JALEE)
ARNONE, an individual,)

19 Counterclaimants,)

20 vs.)

21 THOMAS WALKER, an individual, DOES 1)
22 through 10, ROE ENTITIES 11 through 20,)
inclusive,)

23 Counterdefendants.)

Date of Hearing:
October 24, 2019

Time of Hearing:
9:00 a.m.

ORDER

This matter having come on for hearing on the above indicated date, the Plaintiff/counterdefendant present appearing in proper persons and Counterclaimants not present but represented by their attorney, KENNETH M. ROBERTS, ESQ. of the law firm Dempsey, Roberts & Smith, Ltd., appearing before the HONORABLE JOANNA S. KISHNER and the Court having reviewed the Application, papers and documents attached thereto, arguments of counsel and good cause appearing;

THE COURT HEREBY FINDS that Counterclaimants have provided to the Court a copy of a deed showing Jalee Arnone as the owner of record at the Clark County Recorder's Office of the subject property, commonly known as 6253 Rocky Mountain Avenue, Las Vegas, Nevada .

THE COURT FURTHER FINDS that Plaintiff/counterdefendant has resided in the subject residence since February 2005.

THE COURT FURTHER FINDS that in 2012 Plaintiff/counterdefendant became aware that counterclaimants considered him a tenant, not a purchaser of the subject property.

THE COURT FURTHER FINDS that after the meeting between Plaintiff/counterdefendant and Counterlcaimant Floyd Grimes, Plaintiff/counterdefendant continued making payments to Counterclaimant Floyd Grimes and eventually stopped making payments to the Counterclaimants in 2015. THE COURT FURTHER FINDS that Counterdefendant has provided no admissible evidence to this Court to support his allegation that he owns the subject property commonly known as 6253 Rocky Mountain Avenue, Las Vegas, Nevada.

THE COURT FURTHER FINDS that Counterdefendant has provided this court with no admissible evidence to convince this Court that he should be allowed to continue living in the subject residence without making rent payments.

1 THEREFORE IT IS HEREBY ORDERED AND ADJUDGED that Counterclaimants'
2 Application for a Temporary Writ of Repossession is granted.

3 IT IS FURTHER ORDERED AND ADJUDGED that until further Order of this Court,
4 Plaintiff/counterdefendant shall pay the sum of \$700.00 not later than the 15th day of each month into
5 the client trust account of Counterclaimants' counsel, Dempsey, Roberts & Smith, Ltd.

6 IT IS FURTHER ORDERED AND ADJUDGED that Defendants' counsel shall retain the funds
7 received from Plaintiff/counterdefendant in Defendants' counsel's client trust account and cannot be
8 released until further Order of this Court.

9 IT IS FURTHER ORDERED AND ADJUDGED that Defendants' counsel shall prepare the
10 Order and provide a copy to the Pro Se litigant at the same time it is served upon the Court.

11 DATED and DONE this 19 day of May, 2020.

12 
13 DISTRICT JUDGE

14 Submitted by:

15 DEMPSEY, ROBERTS & SMITH, LTD.

16 By: /s/Kenneth Roberts
17 KENNETH M. ROBERTS, ESQ.
18 Attorney for Defendants/counterclaimants

19 Approved as to Form and Content:

20 Thomas Walker

Date



1 NEOJ
KENNETH M. ROBERTS, ESQ.
2 Nevada Bar No. 4729
DAVID E. KRAWCZYK, ESQ.
3 Nevada Bar No. 12423
DEMPSEY, ROBERTS & SMITH, LTD.
4 1130 Wigwam Parkway
Henderson, Nevada 89074
5 Tel: 702-388-1216
6 Fax: 702-388-2514
E-Mail: kenroberts@drs ltd.com
7 Attorney for Defendants

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 THOMAS WALKER,
11
12 Plaintiff,

13 vs.

14 FLOYD WAYNE GRIMES, an individual, WBG
TRUST, Floyd Grimes, and Elizabeth Grimes as
15 Trustees, ELIZABETH GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual and as
16 the Agent of Floyd Wayne Grimes, JALEE
ARNONE, an individual, and PETER ARNONE,
17 an individual, DOES 1 through 20, and ROE
BUSINESS ENTITIES 20 through 50, inclusive,
18

19 Defendants.

FLOYD WAYNE GRIMES, an individual,

20 Counterclaimant,

21 vs.

22 THOMAS WALKER, an individual, DOES 1
23 through 10, ROE ENTITIES 11 through 20,
24 inclusive,

25 Counterdefendants.

CASE NO.: A-18-783375-C

DEPT. NO.: XXXI

NOTICE OF ENTRY
OF ORDER

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an Order was duly entered in the above-referenced case on the 20th day of May 2020. A copy of which is attached hereto.

DATED: Henderson, Nevada this 20th day of May 2020.

/s/Kenneth Roberts
KENNETH M. ROBERTS, ESQ.
Nevada Bar No.: 4729
1130 Wigwam Parkway
Henderson, Nevada 89074

CERTIFICATE OF MAILING

I hereby certify that pursuant to Rule 5(b) of the NRCP, on the 20th day of May, 2020, I served a copy of the foregoing upon all interested parties by depositing copies of the same in a sealed envelope, in the United States Mail, First Class Postage fully prepaid, and addressed to:

THOMAS WALKER
6253 Rocky Mountain Avenue
Las Vegas, Nevada 89156

/s/Elsa McMurtry
Elsa McMurtry, an employee of
Dempsey, Roberts & Smith, Ltd.



1 ORD
KENNETH M. ROBERTS, ESQ.
2 Nevada Bar No. 004729
DEMPSEY, ROBERTS & SMITH, LTD
3 1130 Wigwam Parkway
Henderson, Nevada 89074
4 (702) 388-1216 (Telephone)
(702) 388-2514 (Facsimile)
5 KenRoberts@drsltd.com (Email)
6 Attorneys for Defendants

7 DISTRICT COURT
CLARK COUNTY, NEVADA

8 THOMAS WALKER,)
9)
Plaintiff,)

10 vs.)

11 FLOYD WAYNE GRIMES, an individual, WBG)
12 TRUST, Floyd Grimes, and Elizabeth Grimes as)
Trustees, ELIZABETH GRIMES, an individual,)
13 VICTORIA JEAN HALSEY, an individual and as)
the Agent of Floyd Wayne Grimes, JALEE)
14 ARNONE, an individual, and PETER ARNONE, an)
individual, DOES 1 through 20, and ROE)
15 BUSINESS ENTITIES 20 through 50, inclusive,)

16 Defendant.)

CASE NO.
A-18-783375-C

Dept. No.: XXXI

ORDER ON DEFENDANT'S
APPLICATION FOR A
TEMPORARY WRIT OF
RESTITUTION

17)
18 FLOYD WAYNE GRIMES, an individual, JALEE)
ARNONE, an individual,)

19 Counterclaimants,)

20 vs.)

21 THOMAS WALKER, an individual, DOES 1)
22 through 10, ROE ENTITIES 11 through 20,)
inclusive,)

23 Counterdefendants.)

Date of Hearing:
October 24, 2019

Time of Hearing:
9:00 a.m.

ORDER

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THE COURT HEREBY FINDS that Counterclaimants have provided to the Court a copy of a deed showing Jalee Arnone as the owner of record at the Clark County Recorder's Office of the subject property, commonly known as 6253 Rocky Mountain Avenue, Las Vegas, Nevada .

THE COURT FURTHER FINDS that Plaintiff/counterdefendant has resided in the subject residence since February 2005.

THE COURT FURTHER FINDS that in 2012 Plaintiff/counterdefendant became aware that counterclaimants considered him a tenant, not a purchaser of the subject property.

THE COURT FURTHER FINDS that after the meeting between Plaintiff/counterdefendant and Counterlcaimant Floyd Grimes, Plaintiff/counterdefendant continued making payments to Counterclaimant Floyd Grimes and eventually stopped making payments to the Counterclaimants in 2015. THE COURT FURTHER FINDS that Counterdefendant has provided no admissible evidence to this Court to support his allegation that he owns the subject property commonly known as 6253 Rocky Mountain Avenue, Las Vegas, Nevada.

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7 received from Plaintiff/counterdefendant in Defendants' counsel's client trust account and cannot be
8 released until further Order of this Court.

9 IT IS FURTHER ORDERED AND ADJUDGED that Defendants' counsel shall prepare the
10 Order and provide a copy to the Pro Se litigant at the same time it is served upon the Court.

11 DATED and DONE this 19 day of May, 2020.

12 
13 DISTRICT JUDGE

14 Submitted by:

15 DEMPSEY, ROBERTS & SMITH, LTD.

16 By: /s/Kenneth Roberts
17 KENNETH M. ROBERTS, ESQ.
18 Attorney for Defendants/counterclaimants

19 Approved as to Form and Content:

20 Thomas Walker

21 Date
22
23
24
25

CHAMBERS:
702-671-3634

LAW CLERK:
702-671-0899

MEMO
DISTRICT COURT
DEPARTMENT XXXI

Electronically Filed

9/8/2020 2:51 PM

Steven D. Grierson
CLERK OF THE COURT



To:	ALL COUNSEL and/or PARTIES PRO SE – SERVED VIA E-SERVICE and/or E-MAIL
From:	DEPARTMENT 31
Subject:	HEARING SCHEDULED SEPTEMBER 10, 2020 **Please review Memo**
Date:	SEPTEMBER 8, 2020

Dear Counsel and/or Parties,

Pursuant to the Court's Administrative Orders and the Governor's directives regarding the COVID-19 pandemic, which were implemented to increase efforts to keep the public and employees safe, while still serving the needs of the community and ensuring access to justice, Department 31 is evaluating all hearings and matters on its docket for the time period affected by the Administrative Order(s) and the Governor's directives.

In that regard, the Court will be hearing this matter by remote appearances only. Therefore, all counsel/parties must comply with the Administrative Order(s) and the Governor's directives by scheduling their alternative remote appearance - either via CourtCall, 888-882-6878; or audio/visually through Bluejeans (please see below). Forms and instructions for remote appearances may be found on the District Court website, www.clarkcountycourts.us/virtual.

Parties wishing to appear audio/visually through Bluejeans: To appear via Bluejeans, each party may either file a Notice of Remote Appearance, which is provided on the Court's website listed above, or the parties may submit a written request to the JEA at: cordt@clarkcountycourts.us. **The Bluejeans request must contain the case name and number, name of the party(ies) appearing, time of the hearing, and the email address of the person(s) appearing.** If making request via email, all parties must be copied in the emailed request. Thereafter, one Bluejeans session - for all matters on the Court's Motion calendar - will be scheduled by the JEA.

Each counsel/party who has either filed a Notice of Remote Appearance form, or submitted a written request to the JEA, will receive a Bluejeans invite containing the link to connect audio and/or visually, **after 3:00 p.m. the afternoon before the hearing.** ****The parties should connect at the time their matter is scheduled on the calendar NOT the time the Bluejeans session is scheduled for.**** If a party has scheduled their remote appearance through CourtCall, you will receive the dial-in instructions from CourtCall.

The Notice/Request for remote appearances must be filed and/or submitted to the JEA no later than 1:00 p.m. on **September 9, 2020.** If a Notice or Remote Appearance has already been filed for your scheduled hearing, or you have already submitted written request to the JEA, there is no need to refile/submit a request.

We appreciate your patience and understanding during these very difficult times.

Thank you,
Tracy L. Cordoba
Judicial Executive Assistant to the Honorable Joanna S. Kishner



ORDR

KENNETH M. ROBERTS, ESQ.
Nevada Bar No. 04729
DEMPSEY, ROBERTS & SMITH, LTD.
1130 Wigwam Parkway
Henderson, Nevada 89074
Tel: (702) 388-1216
Fax: (702) 388-2514
Kenroberts@drsltd.com
Attorneys for Defendants
Floyd Grimes, Jalee Arnone,
Elizabeth Grimes, Victoria Jean Halsey,
WBG Trust

DISTRICT COURT

CLARK COUNTY, NEVADA

THOMAS WALKER, an individual,
Plaintiff,

v.

FLOYD W. GRIMES, WBG TRUST,
ELIZABETH GRIMES, VICTORIA JEAN
HALSEY, JALEE ARNONE, PETER
ARNONE, DOES 1 through 20, and
ROE BUSINESS ENTITIES 20 through
50, inclusive,

Defendants.

CASE NO. A-18-783375-C
Dept. No. 31

**ORDER GRANTING
DEFENDANTS' MOTION IN
LIMINE**

And related matters.

Defendants' *Motion in Limine to Exclude Document* having come on for hearing before the Court on the 25th day of February 2020, Plaintiff Walker appearing pro se and Kenneth M. Roberts, Esq., of the law firm of Dempsey, Roberts & Smith, Ltd., appearing for and on behalf of Defendants Floyd Grimes, Elizabeth Grimes, Victoria Jean Halsey, Jalee Arnone and the WBG Trust, the Court having reviewed all of the

1 papers and pleadings filed in this matter, the Court being fully advised in the
2 premises, and with good cause appearing therefore, finds and orders as follows:

3
4 **FINDINGS**

5 THE COURT FINDS that Defendants, through counsel, made repeated verbal
6 and written requests seeking inspection of the of the original document identified
7 by Plaintiff as Bates stamp "PT W-001" (the "Questioned Document");

8 THE COURT FURTHER FINDS that Defendants timely served a *Request for*
9 *Inspection of Document* upon Plaintiff Walker, requiring Plaintiff to produce the
10 Questioned Document for inspection;

11 THE COURT FURTHER FINDS that Plaintiff ignored Defendants' properly served
12 *Request for Inspection of Document* and, in violation of discovery requirements,
13 refused to produce the Questioned Document as he was required to under Nevada
14 Rule of Civil Procedure 34;

15 THE COURT FURTHER FINDS that Plaintiff ignored all of Defendants' verbal and
16 written requests to examine the Questioned Document;

17 THE COURT FURTHER FINDS that Plaintiff Walker orally requested at the hearing
18 on Defendants' motion in limine that the matter be continued, trailed on the
19 Court's calendar, for the production of the Questioned Document;

20 THE COURT FURTHER FINDS that this Court continued the hearing of Defendants'
21 motion in limine at the oral request of Plaintiff Walker, trailing the hearing on the
22 Court's calendar to allow Plaintiff to obtain and produce the Questioned Document,
23 after which time Plaintiff Walker left the courtroom and did not return;
24
25

1 THE COURT FURTHER FINDS that Plaintiff Walker was provided an opportunity by
2 this Court, at the hearing of Defendants' motion in limine to produce the
3 Questioned Document, but Plaintiff refused to do so;

4 THE COURT FURTHER FINDS that Plaintiff Walker was instructed by this Court to
5 provide the Questioned Document to Defendants' counsel, Kenneth Roberts, Esq.;

6 THE COURT FURTHER FINDS that Plaintiff Walker disregarded the instruction of
7 this Court, and refused to provide the Questioned Document to Defendants'
8 counsel, Kenneth Roberts, Esq.;

9 THE COURT FURTHER FINDS that Plaintiff Walker was advised by this Court
10 multiple times that Defendants' motion in limine would be granted if Plaintiff did
11 not show the Questioned Document to Defendants;

12 THE COURT FINDS that no timely opposition to Defendants' motion in limine
13 was filed by Plaintiff;

14 **ORDER**

15 IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that Plaintiff Walker is
16 not permitted to use, show, offer, or refer to the document identified by Plaintiff
17 as Bates stamp "PT W-001" at any hearing or trial in this matter;

18 IT IS FURTHER ORDERED that that Plaintiff Walker is not permitted to use,
19 show, offer, or refer to any copies or reproductions of the document identified by
20 Plaintiff as Bates stamp "PT W-001," in whole or in part, at any hearing or trial in
21 this matter;

1 IT IS FURTHER ORDERED that that Plaintiff Walker is not permitted to offer
2 testimony about, or referring to, the document identified by Plaintiff as Bates
3 stamp "PT W-001," either himself or through other witnesses, at any hearing or
4 trial in this matter.

5 IT IS SO ORDERED.

6 Dated this 5th day of October, 2020.

8 
9 DISTRICT COURT JUDGE

10 Respectfully submitted by:

11
12 /s/Kenneth Roberts

13 KENNETH M. ROBERTS, ESQ.

14 Nevada Bar No. 04729

15 DEMPSEY, ROBERTS & SMITH, LTD.

16 1130 Wigwam Parkway

17 Henderson, Nevada 89074

18 Attorneys for Defendants

19 Floyd Grimes, Jalee Arnone,

20 Elizabeth Grimes, Victoria Jean Halsey,

21 WBG Trust

22 Approved as to form and content:

23 THOMAS WALKER

24 Plaintiff, pro se



1 NEOJ
KENNETH M. ROBERTS, ESQ.
2 Nevada Bar No. 4729
DAVID E. KRAWCZYK, ESQ.
3 Nevada Bar No. 12423
DEMPSEY, ROBERTS & SMITH, LTD.
4 1130 Wigwam Parkway
Henderson, Nevada 89074
5 Tel: 702-388-1216
6 Fax: 702-388-2514
E-Mail: kenroberts@drs ltd.com
7 Attorney for Defendants

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 THOMAS WALKER,
11
12 Plaintiff,

13 vs.

14 FLOYD WAYNE GRIMES, an individual, WBG
TRUST, Floyd Grimes, and Elizabeth Grimes as
15 Trustees, ELIZABETH GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual and as
16 the Agent of Floyd Wayne Grimes, JALEE
ARNONE, an individual, and PETER ARNONE,
17 an individual, DOES 1 through 20, and ROE
BUSINESS ENTITIES 20 through 50, inclusive,
18

19 Defendants.

FLOYD WAYNE GRIMES, an individual,

20 Counterclaimant,

21 vs.

22 THOMAS WALKER, an individual, DOES 1
23 through 10, ROE ENTITIES 11 through 20,
24 inclusive,

25 Counterdefendants.

CASE NO.: A-18-783375-C

DEPT. NO.: XXXI

NOTICE OF ENTRY
OF ORDER

1
2 **NOTICE OF ENTRY OF ORDER**

3 **PLEASE TAKE NOTICE** that an Order was duly entered in the above-
4 referenced case on the 5th day of October 2020. A copy of which is attached hereto.

5 **DATED:** Henderson, Nevada this 5th day of October 2020.

6
7 /s/Kenneth Roberts
8 KENNETH M. ROBERTS, ESQ.
9 Nevada Bar No.: 4729
10 1130 Wigwam Parkway
11 Henderson, Nevada 89074

12 **CERTIFICATE OF MAILING**

13 I hereby certify that pursuant to Rule 5(b) of the NRCP, on the 5th day of
14 October 2020, I served a copy of the foregoing upon all interested parties by
15 depositing copies of the same in a sealed envelope, in the United States Mail, First
16 Class Postage fully prepaid, and addressed to:

17 THOMAS WALKER
18 6253 Rocky Mountain Avenue
19 Las Vegas, Nevada 89156

20 /s/Elsa McMurtry
21 Elsa McMurtry, an employee of
22 Dempsey, Roberts & Smith, Ltd.
23
24
25



ORDR

KENNETH M. ROBERTS, ESQ.
Nevada Bar No. 04729
DEMPSEY, ROBERTS & SMITH, LTD.
1130 Wigwam Parkway
Henderson, Nevada 89074
Tel: (702) 388-1216
Fax: (702) 388-2514
Kenroberts@drsLtd.com
Attorneys for Defendants
Floyd Grimes, Jalee Arnone,
Elizabeth Grimes, Victoria Jean Halsey,
WBG Trust

DISTRICT COURT

CLARK COUNTY, NEVADA

THOMAS WALKER, an individual,
Plaintiff,

v.

FLOYD W. GRIMES, WBG TRUST,
ELIZABETH GRIMES, VICTORIA JEAN
HALSEY, JALEE ARNONE, PETER
ARNONE, DOES 1 through 20, and
ROE BUSINESS ENTITIES 20 through
50, inclusive,

Defendants.

CASE NO. A-18-783375-C
Dept. No. 31

**ORDER GRANTING
DEFENDANTS' MOTION IN
LIMINE**

And related matters.

Defendants' *Motion in Limine to Exclude Document* having come on for hearing before the Court on the 25th day of February 2020, Plaintiff Walker appearing pro se and Kenneth M. Roberts, Esq., of the law firm of Dempsey, Roberts & Smith, Ltd., appearing for and on behalf of Defendants Floyd Grimes, Elizabeth Grimes, Victoria Jean Halsey, Jalee Arnone and the WBG Trust, the Court having reviewed all of the

1 papers and pleadings filed in this matter, the Court being fully advised in the
2 premises, and with good cause appearing therefore, finds and orders as follows:

3
4 **FINDINGS**

5 THE COURT FINDS that Defendants, through counsel, made repeated verbal
6 and written requests seeking inspection of the of the original document identified
7 by Plaintiff as Bates stamp "PT W-001" (the "Questioned Document");

8 THE COURT FURTHER FINDS that Defendants timely served a *Request for*
9 *Inspection of Document* upon Plaintiff Walker, requiring Plaintiff to produce the
10 Questioned Document for inspection;

11 THE COURT FURTHER FINDS that Plaintiff ignored Defendants' properly served
12 *Request for Inspection of Document* and, in violation of discovery requirements,
13 refused to produce the Questioned Document as he was required to under Nevada
14 Rule of Civil Procedure 34;

15 THE COURT FURTHER FINDS that Plaintiff ignored all of Defendants' verbal and
16 written requests to examine the Questioned Document;

17 THE COURT FURTHER FINDS that Plaintiff Walker orally requested at the hearing
18 on Defendants' motion in limine that the matter be continued, trailed on the
19 Court's calendar, for the production of the Questioned Document;

20 THE COURT FURTHER FINDS that this Court continued the hearing of Defendants'
21 motion in limine at the oral request of Plaintiff Walker, trailing the hearing on the
22 Court's calendar to allow Plaintiff to obtain and produce the Questioned Document,
23 after which time Plaintiff Walker left the courtroom and did not return;
24
25

1 THE COURT FURTHER FINDS that Plaintiff Walker was provided an opportunity by
2 this Court, at the hearing of Defendants' motion in limine to produce the
3 Questioned Document, but Plaintiff refused to do so;

4 THE COURT FURTHER FINDS that Plaintiff Walker was instructed by this Court to
5 provide the Questioned Document to Defendants' counsel, Kenneth Roberts, Esq.;

6 THE COURT FURTHER FINDS that Plaintiff Walker disregarded the instruction of
7 this Court, and refused to provide the Questioned Document to Defendants'
8 counsel, Kenneth Roberts, Esq.;

9 THE COURT FURTHER FINDS that Plaintiff Walker was advised by this Court
10 multiple times that Defendants' motion in limine would be granted if Plaintiff did
11 not show the Questioned Document to Defendants;

12 THE COURT FINDS that no timely opposition to Defendants' motion in limine
13 was filed by Plaintiff;

14 **ORDER**

15 IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that Plaintiff Walker is
16 not permitted to use, show, offer, or refer to the document identified by Plaintiff
17 as Bates stamp "PT W-001" at any hearing or trial in this matter;

18 IT IS FURTHER ORDERED that that Plaintiff Walker is not permitted to use,
19 show, offer, or refer to any copies or reproductions of the document identified by
20 Plaintiff as Bates stamp "PT W-001," in whole or in part, at any hearing or trial in
21 this matter;

1 IT IS FURTHER ORDERED that that Plaintiff Walker is not permitted to offer
2 testimony about, or referring to, the document identified by Plaintiff as Bates
3 stamp "PT W-001," either himself or through other witnesses, at any hearing or
4 trial in this matter.

5 IT IS SO ORDERED.

6 Dated this 5th day of October, 2020.

8 
9 DISTRICT COURT JUDGE

10 Respectfully submitted by:

11
12 /s/Kenneth Roberts

13 KENNETH M. ROBERTS, ESQ.

14 Nevada Bar No. 04729

15 DEMPSEY, ROBERTS & SMITH, LTD.

16 1130 Wigwam Parkway

17 Henderson, Nevada 89074

18 Attorneys for Defendants

19 Floyd Grimes, Jalee Arnone,

20 Elizabeth Grimes, Victoria Jean Halsey,

21 WBG Trust

22 Approved as to form and content:

23 THOMAS WALKER

24 Plaintiff, pro se



1 **MOSC**
KENNETH M. ROBERTS, ESQ.
2 Nevada Bar No. 04729
DEMPSEY, ROBERTS & SMITH, LTD.
3 1130 Wigwam Parkway
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4 Tel: (702) 388-1216
Fax: (702) 388-2514
5 Kenroberts@drsLtd.com
Attorneys for Defendants
6 Floyd Grimes, Jalee Arnone,
Elizabeth Grimes, Victoria Jean Halsey,
7 WBG Trust

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 THOMAS WALKER, an individual,
Plaintiff,
11 v.

CASE NO. A-18-783375-C
Dept. No. 31

12 FLOYD W. GRIMES, WBG TRUST,
13 ELIZABETH GRIMES, VICTORIA JEAN
HALSEY, JALEE ARNONE, PETER
14 ARNONE, DOES 1 through 20, and ROE
BUSINESS ENTITIES 20 through 50,
15 inclusive,
Defendants.

**COUNTERCLAIMANTS' MOTION FOR
ORDER TO ENFORCE AND/OR FOR
AN ORDER TO SHOW CAUSE
REGARDING CONTEMPT**

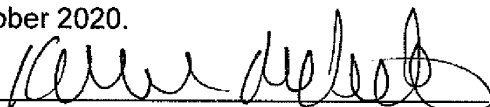
16
17 And related matters.

18 **NOTICE: YOU MAY FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF**
19 **THE COURT AND PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE**
20 **WITHIN FOURTEEN (14) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A**
21 **WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN FOURTEEN (14) DAYS OF**
22 **THE RECEIVING THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED**
23 **BY THE COURT WITHOUT A HEARING PRIOR TO THE SCHEDULED HEARING DATE.**

24 COME NOW, Counterclaimants Floyd Grimes and Jalee Arnone, (hereinafter,
25 "Counterclaimants") by and through their counsel of record Kenneth M. Roberts Esq., and
hereby submit their Motion for Order to Enforce and/or for an Order to Show Cause
Regarding Contempt.

1 This Motion is made and based upon the papers and pleadings on file in this matter, the
2 Points and Authorities submitted in support herein, and any oral argument of counsel that the
3 Court may entertain.

4 DATED this 6th day of October 2020.

5 
6 Kenneth M. Roberts, Esq.
7 DEMPSEY, ROBERTS & SMITH, LTD.
8 1130 Wigwam Parkway
9 Henderson, Nevada 89074
10 Attorneys for Defendants
11 Floyd Grimes, Jalee Arnone, Elizabeth Grimes,
12 Victoria Jean Halsey, WBG Trust

13 I.
14 **INTRODUCTION**

15 Plaintiff Walker has willfully, completely refused to comply with this Court's May 20,
16 2020 *Order on Defendant's Application for a Temporary Writ of Restitution* ("Restitution
17 Order"). Pursuant to the Restitution Order, Plaintiff is required to remit monthly payments in
18 the amount of \$700.00 to the law firm of Dempsey, Roberts & Smith to be held in escrow
19 pending a further order of this Court.¹ In complete defiance of this Court's Restitution Order,
20 to date Mr. Walker has never tendered *any* of the court-ordered payments.²

21 II.
22 **STATEMENT OF FACTS**

23 Counterclaimants Jalee Arnone and Floyd Grimes are owners of the real property and
24 mobile home located at 6253 Rocky Mountain Avenue, Las Vegas, Nevada, (the "Property")
25 as evidenced by a recorded deed to Jalee Arnone. Plaintiff Walker moved into the Property

¹ Restitution Order, at 3:3-5.

² Declarations of Jalee Arnone, Floyd Grimes, and Affidavit of Counsel, filed in support of this motion.

1 in early 2005, as a tenant of Counterclaimants. After approximately ten years, in 2015
2 Plaintiff Walker stopped making rent payments to Ms. Arnone and Mr. Grimes.

3 Although there is no written contract for any sale of the Property, Plaintiff Walker filed
4 the instant action claiming to own it. Even before filing the instant lawsuit, Walker repeatedly
5 used his baseless claim of interest in the Property to continue his rent-free freeloading,
6 verbally representing his claim of interest as a shield in eviction proceedings to thwart
7 Counterclaimants from removing him. Counterclaimants Jalee Arnone and Floyd Grimes
8 have been presented with a Gordian Knot. Walker has refused to pay rent for his use and
9 enjoyment of Counterclaimants' Property and, at the same time, Ms. Arnone has been
10 without recourse to take action to remove Walker.

11 Accordingly, enforcement of this Court's Restitution Order is very important to protect
12 the interests of the counterclaimants. Plaintiff Walker has freeloaded at the Property for the
13 past five years. By requiring Walker to pay \$700.00 per month to be held in a law firm trust
14 account, in escrow, the Restitution Order ensures that Counterclaimants may not be left
15 empty handed if their ownership, Ms. Arnone's deed, is upheld at a trial in this case and
16 Walker, in the meantime, has continued his rent-free lifestyle using Counterclaimants'
17 Property throughout proceedings in this matter.

18
19 **II.**
20 **ARGUMENT**

21 Refusal to obey a lawful order issued by a Nevada Court is an act of contempt. *Nev.*
22 *Rev. Stat. 22.010(3)*. If the acts of contempt were committed outside the immediate view
23 and presence of the Court, the facts of the contempt must be presented to the Court by an
24 affidavit. *Nev. Rev. Stat. 22.030(2)*; see also, *Awad v. Wright*, 106 Nev. 407, 409, 794 P.2d
25 713, 714 (1990). Contempt may be classified as either criminal or civil in nature. *Alper v.*

1 *Eighth Jud. Dist. Ct. of Nev.*, 131 Nev. 430, 434, 43 352 P.3d 28, 30 (2015). Whether a
2 contempt proceeding is criminal or civil depends upon whether it is directed to punish the
3 contemnor or, instead, to coerce his compliance with a court directive. *Id.* Penalties for
4 contempt may include a fine of up to \$500 for each act of contempt and/or imprisonment for
5 up to 25 days. *Nev. Rev. Stat. 22.100(2)*. The contemnor may also be required to pay
6 reasonable expenses of the party seeking to enforce the court's order, including attorney's
7 fees and costs. *Nev. Rev. Stat. 22.100(3)*.

8 **A. PLAINTIFF WALKER HAS VIOLATED THIS COURT'S MAY 20, 2020 RESTITUTION ORDER.**

9 Pursuant to this Court's Restitution Order, Plaintiff Walker is required to pay \$700.00
10 per month, due on the 15th of each month, to be held in escrow in the trust account of
11 Dempsey, Roberts & Smith law firm.³ In willful violation of the Restitution Order, Plaintiff
12 Walker has never tendered a single payment.⁴

13 To date, Walker has completely refused to comply with the Court's Restitution
14 Order. Walker currently owes court-ordered restitution for the months of June, July,
15 August, and September 2020, at a rate of \$700.00 per month, for a total unpaid
16 restitution amount of \$2,800.00.

17 **B. PLAINTIFF WALKER SHOULD BE HELD IN CONTEMPT CONSEQUENT TO HIS WILLFUL REFUSAL**
18 **TO COMPLY WITH THIS COURT'S RESTITUTION ORDER.**

19 After an in-person status check hearing on July 7, 2020, Defendant's counsel
20 approached Mr. Walker outside the courtroom.⁵ Attorney Roberts asked Mr. Walker about
21 the court-ordered payments and when he intended to make them.⁶ Plaintiff Walker informed
22

23
24 ³ Restitution Order, at 3:3-5.

⁴ Declarations of Jalee Arnone, Floyd Grimes, and Affidavit of Counsel.

⁵ Affidavit of Counsel.

⁶ *Id.*

1 Mr. Roberts that he did not intend to pay the court-ordered amounts.⁷ Walker suggested
2 instead that rather than complying with the Court's Restitution Order, he intended to file
3 documents with the court to "take care" of this case.⁸

4 After not receiving any of the court-ordered payments for the months of June, July,
5 and August, attorney Roberts sent a letter to Mr. Walker via certified mail on September 11,
6 2020, reminding him of his obligation under the Restitution Order and demanding that the
7 required payments be made.⁹ Plaintiff Walker never responded to counsel's letter, never
8 made a payment, and continued his willful flouting of this Court's Restitution Order.¹⁰

9 As described above, enforcement of the Restitution Order is essential to ensuring
10 Counterclaimants receive *some* compensation for Plaintiff Walker's ongoing use of the
11 Property. If the Restitution Order is not enforced, provided Counterclaimants' deed and
12 ownership of the property is upheld, Plaintiff Walker would likely have enjoyed five full years
13 of freeloading at Counterclaimants' Property without compensating them at all.
14

15 III.
16 CONCLUSION

17 Consequent to Plaintiff Walker's willful disregard of this Court's Restitution Order, this
18 Court should properly: 1. Hold Plaintiff Walker in contempt, 2. Require Plaintiff Walker's
19 compliance with the existing Restitution Order, including tender of all missed payments in the
20 amount of \$2,800.00, 3. issue appropriate sanctions and penalties in the discretion of this
21 Court, and 4. Award Defendants' expenses incurred in seeking enforcement of the
22 Restitution Order, including attorneys' fees.

23
24 ⁷ Affidavit of Counsel.

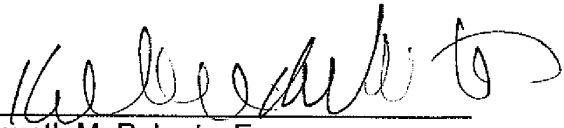
25 ⁸ *Id.*

⁹ *Id.*

¹⁰ *Id.*

Dempsey, Roberts & Smith, Ltd.
1130 Wigwam Parkway, Henderson, NV 89074
Tel 702-388-1216 Fax 702-388-2514 E-mail drsltd@drsltd.com

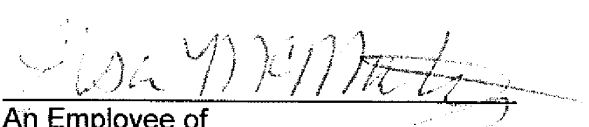
1 DATED: October 6, 2020.

2 
3 Kenneth M. Roberts, Esq.
4 DEMPSEY, ROBERTS & SMITH, LTD.
5 1130 Wigwam Parkway
6 Henderson, Nevada 89074
7 Attorneys for Defendants
8 Floyd Grimes, Jalee Arnone, Elizabeth Grimes,
9 Victoria Jean Halsey, WBG Trust

10 **PROOF OF SERVICE / CERTIFICATE OF MAILING**

11 The undersigned hereby certifies that service of the foregoing
12 COUNTERCLAIMANTS' MOTION FOR ORDER TO ENFORCE AND/OR FOR AN ORDER
13 TO SHOW CAUSE REGARDING CONTEMPT was made this 6 day of October 2020,
14 pursuant to NRCP 5(b), via U.S. Mail first-class, and via email, addressed to the following
15 party(ies):

16 Thomas Walker
17 6253 Rocky Mountain Avenue
18 Las Vegas, Nevada 89156
19 twalkercivil3@gmail.com

20 
21 An Employee of
22 Dempsey, Roberts & Smith, Ltd.
23
24
25



1 **EPAP**
2 KENNETH M. ROBERTS, ESQ.
3 Nevada Bar No. 04729
4 DEMPSEY, ROBERTS & SMITH, LTD.
5 1130 Wigwam Parkway
6 Henderson, Nevada 89074
7 Tel: (702) 388-1216
8 Fax: (702) 388-2514
9 Kenroberts@drsLtd.com
10 Attorneys for Defendants, Counterclaimants

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

9 THOMAS WALKER, an individual,
10 Plaintiff,

11 v.

12 FLOYD W. GRIMES, WBG TRUST,
13 ELIZABETH GRIMES, VICTORIA JEAN
14 HALSEY, JALEE ARNONE, PETER
15 ARNONE, DOES 1 through 20, and ROE
16 BUSINESS ENTITIES 20 through 50,
17 inclusive,
18 Defendants.

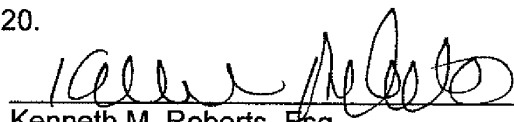
19 And related matters.

CASE NO. A-18-783375-C
Dept. No. 31

**EX PARTE APPLICATION FOR AN
ORDER TO SHOW CAUSE**

20 Counterclaimants Floyd Grimes and Jalee Arnone, (hereinafter, "Counterclaimants")
21 by and through their counsel of record Kenneth M. Roberts Esq., hereby submit this ex parte
22 application for issuance of an Order to Show Cause directed to the opposing party, Thomas
23 Walker, pursuant to Eighth Judicial District Court Rule 5.510(b). This application is based
24 upon the pleadings and papers on file and the declaration attached to this application.

25 DATED: October 6, 2020.


Kenneth M. Roberts, Esq.
DEMPSEY, ROBERTS & SMITH, LTD.
1130 Wigwam Parkway
Henderson, Nevada 89074
Attorneys for Defendants, Counterclaimants

Dempsey, Roberts & Smith, Ltd.
1130 Wigwam Parkway, Henderson, NV 89074
Tel 702-388-1216 Fax 702-388-2514 E-mail drsLtd@drsLtd.com

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

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

FLOYD GRIMES, being first duly sworn, deposes and says that I have personal knowledge and am competent to testify to the following facts:

1. **Court Order Being Violated.** Plaintiff Thomas Walker is violating the terms of this Court's existing *Order on Defendant's Application for a Temporary Writ of Restitution* (the "Order"), entered on May 20, 2020.

Pursuant to said Order, Plaintiff Walker is required to pay temporary restitution in the amount of \$700.00 per month to the Dempsey, Roberts & Smith, Ltd. law firm, due on the 15th of each month, to be held in trust until further order of the court.

In violation of the Order, to date Walker has never made any of the court-ordered payments, now totaling \$2,800, for the months of June, July, August, and September 2020.

2. **Notice.** A Notice of Entry of Order was served by U.S. Mail, addressed to: Thomas Walker, 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156. Notice was mailed to Plaintiff Walker on May 20, 2020, as evidenced by the Certificate of Mailing accompanying, and filed as part of, the Notice of Entry of Order.

3. **Harm.** I am harmed by Plaintiff Walker's violation of the Order because Plaintiff Walker currently continues his free use and enjoyment of the real property owned by myself and Jackie Arnone located at 6253 Rocky Mountain Avenue. The Order ensures that some monies will be recoverable from Walker if, as I expect, my ownership interest in the real property is upheld and I prevail on my counterclaims. If the Order is not enforced, there

1 is a serious concern that I, as owner of the real property, may never be compensated by Mr.
2 Walker for his current, ongoing use of my land and mobile home.

3 4. **Need for contempt ruling.** This Court should properly find Thomas Walker in
4 contempt because his violation of the Order is complete and his refusal to make court-
5 ordered payments is willful.

6 Pursuant to NRS 53.045, I declare under penalty of perjury that the foregoing is true
7 and correct.

8
9 10-16-2020
10 DATE

11
12 Floyd Grimes
13 FLOYD GRIMES
14
15
16
17
18
19
20
21
22
23
24
25

Dempsey, Roberts & Smith, Ltd.
1130 Wigwam Parkway, Henderson, NV 89074
Tel 702-388-1216 Fax 702-388-2514 E-mail drs@drsltd.com

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

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

JALEE ARNONE, being first duly sworn, deposes and says that I have personal knowledge and am competent to testify to the following facts:

1. **Court Order Being Violated.** Plaintiff Thomas Walker is violating the terms of this Court's existing *Order on Defendant's Application for a Temporary Writ of Restitution* (the "Order"), entered on May 20, 2020.

Pursuant to said Order, Plaintiff Walker is required to pay temporary restitution in the amount of \$700.00 per month to the Dempsey, Roberts & Smith, Ltd. law firm, due on the 15th of each month, to be held in trust until further order of the court.

In violation of the Order, to date Walker has never made any of the court-ordered payments, now totaling \$2,800, for the months of June, July, August, and September 2020.

2. **Notice.** A Notice of Entry of Order was served by U.S. Mail, addressed to: Thomas Walker, 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156. Notice was mailed to Plaintiff Walker on May 20, 2020, as evidenced by the Certificate of Mailing accompanying, and filed as part of, the Notice of Entry of Order.

3. **Harm.** I am harmed by Plaintiff Walker's violation of the Order because Plaintiff Walker currently continues his free use and enjoyment of the real property owned by myself and Floyd Grimes located at 6253 Rocky Mountain Avenue. The Order ensures that some monies will be recoverable from Walker if, as I expect, my ownership interest in the real property is upheld and I prevail on my counterclaims. If the Order is not enforced, there

Dempsey, Roberts & Smith, Ltd.
11340 Wigwam Parkway, Henderson, NV 89074
Tel 702-388-1216 Fax 702-388-2514 E-mail drsld@drsld.com

1 is a serious concern that I, as owner of the real property, may never be compensated by Mr.
2 Walker for his current, ongoing use of my land and mobile home.

3 4. **Need for contempt ruling.** This Court should properly find Thomas Walker in
4 contempt because his violation of the Order is complete and his refusal to make court-
5 ordered payments is willful.

6 Pursuant to NRS 53.045, I declare under penalty of perjury that the foregoing is true
7 and correct.

8
9 10/6/2020
DATE

Jalee Arnone
JALEE ARNONE

AFFIDAVIT OF COUNSEL

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

KENNETH M. ROBERTS, being first duly sworn, deposes and says that I have personal knowledge and am competent to testify to the following facts:

1. On July 7, 2020, outside Judge Kishner's courtroom, I approached Plaintiff Walker and specifically asked him about making the required payments under the Court's *Order on Defendant's Application for a Temporary Writ of Restitution* (the "Order").

2. Plaintiff Walker informed me that he did not intend to pay the required amounts, suggesting to me that he instead intended to file documents with the court to "take care" of his lawsuit against my clients.

3. Plaintiff Walker has never tendered to my law firm the court-ordered amounts for June, July, August, and September 2020.

3. On September 11, 2020, I sent a letter to Mr. Walker, via Certified U.S. Mail, reminding him of his obligations under the Court Order and requesting that he pay the court-ordered amounts to my law firm.

4. Plaintiff Walker has not responded to my September 11, 2020 letter and has never tendered any of the missed \$700.00 per month payments, now totaling \$2,800.00.

Pursuant to NRS 53.045, I declare under penalty of perjury that the foregoing is true and correct.

10/6/2020
DATE


KENNETH M. ROBERTS, ESQ.



1 **OSC**

2 KENNETH M. ROBERTS, ESQ.
3 Nevada Bar No. 04729
4 DEMPSEY, ROBERTS & SMITH, LTD.
5 1130 Wigwam Parkway
6 Henderson, Nevada 89074
7 Tel: (702) 388-1216
8 Fax: (702) 388-2514
9 Kenroberts@drsltd.com
10 Attorneys for Defendants
11 Floyd Grimes, Jalee Arnone,
12 Elizabeth Grimes, Victoria Jean Halsey,
13 WBG Trust

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 THOMAS WALKER, an individual,
12 Plaintiff,
13 v.

CASE NO. A-18-783375-C

Dept. No. 31

14 FLOYD W. GRIMES, WBG TRUST,
15 ELIZABETH GRIMES, VICTORIA JEAN
16 HALSEY, JALEE ARNONE, PETER
17 ARNONE, DOES 1 through 20, and
18 ROE BUSINESS ENTITIES 20 through
19 50, inclusive,
20 Defendants.

ORDER TO SHOW CAUSE

Date of hearing: OCTOBER 29, 2020

Time of hearing: 9:00 A.M.

18 And related matters.

19 The Court, having reviewed the Counterclaimants' Motion for Order to Enforce
20 and/or for an Order to Show Cause Regarding Contempt filed in this matter, hereby
21 finds that there is good cause to grant the moving party an Order to Show Cause.

22 IT IS HEREBY ORDERED that Thomas Walker shall appear on the above stated
23 date and time before the Eighth Judicial District Court, Department 31, located at the
24

Dempsey, Roberts & Smith, Ltd.
1130 Wigwam Parkway, Henderson, NV 89074
Tel 702-388-1216 Fax 702-388-2514 E-mail drsltd@drsltd.com

1 Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89101, to show cause, if
2 any, why the party should not be held in contempt for:

- 3 1. Failure to obey this Court's *Order on Defendant's Application for a Temporary Writ*
4 *of Restitution* entered on May 20, 2020 by not having remitted court-ordered
5 temporary restitution payments for the months of June, July, August, and
6 September 2020, due on the 15th of each month in the amount of \$700.00
7 monthly, to the Dempsey, Roberts & Smith, Ltd. law firm.

8
9 IT IS SO ORDERED.

10 Dated this 7th day of October, 2020.

11
12 
13

DISTRICT COURT JUDGE

14
15 Respectfully submitted by:

All appearances will be via remote appearance only via BlueJeans
or CourtCall. Please file a Notice of Remote Appearance indicating
your manner of remote appearance or send request to JEA at:
cordt@clarkcountycourts.us at least 48 hours prior to the hearing.

16 /s/Kenneth Roberts

17 KENNETH M. ROBERTS, ESQ.

18 Nevada Bar No. 04729

19 DEMPSEY, ROBERTS & SMITH, LTD.

20 1130 Wigwam Parkway

21 Henderson, Nevada 89074

22 Attorneys for Defendants

23 Floyd Grimes, Jalee Arnone,

24 Elizabeth Grimes, Victoria Jean Halsey,

25 WBG Trust

24 *Walker v. Grimes, et al*; A-18-783375-C

25 Order to Show Cause



1 NEOJ
KENNETH M. ROBERTS, ESQ.
2 Nevada Bar No. 4729
DAVID E. KRAWCZYK, ESQ.
3 Nevada Bar No. 12423
DEMPSEY, ROBERTS & SMITH, LTD.
4 1130 Wigwam Parkway
Henderson, Nevada 89074
5 Tel: 702-388-1216
6 Fax: 702-388-2514
E-Mail: kenroberts@drs ltd.com
7 Attorney for Defendants

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 THOMAS WALKER,
11
12 Plaintiff,

13 vs.

14 FLOYD WAYNE GRIMES, an individual, WBG
TRUST, Floyd Grimes, and Elizabeth Grimes as
15 Trustees, ELIZABETH GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual and as
16 the Agent of Floyd Wayne Grimes, JALEE
ARNONE, an individual, and PETER ARNONE,
17 an individual, DOES 1 through 20, and ROE
BUSINESS ENTITIES 20 through 50, inclusive,

18 Defendants.

19 FLOYD WAYNE GRIMES, an individual,
20
21 Counterclaimant,

22 vs.

23 THOMAS WALKER, an individual, DOES 1
through 10, ROE ENTITIES 11 through 20,
24 inclusive,

25 Counterdefendants.

CASE NO.: A-18-783375-C

DEPT. NO.: XXXI

**NOTICE OF ENTRY
OF ORDER**

1
2 **NOTICE OF ENTRY OF ORDER**

3 **PLEASE TAKE NOTICE** that an Order was duly entered in the above-
4 referenced case on the 7th day of October 2020. A copy of which is attached hereto.

5 **DATED:** Henderson, Nevada this 14th day of October 2020.

6
7 /s/Kenneth Roberts
8 KENNETH M. ROBERTS, ESQ.
9 Nevada Bar No.: 4729
10 1130 Wigwam Parkway
11 Henderson, Nevada 89074

12 **CERTIFICATE OF MAILING**

13 I hereby certify that pursuant to Rule 5(b) of the NRCP, on the 14th day of
14 October 2020, I served a copy of the foregoing upon all interested parties by
15 depositing copies of the same in a sealed envelope, in the United States Mail, First
16 Class Postage fully prepaid, and addressed to:

17 THOMAS WALKER
18 6253 Rocky Mountain Avenue
19 Las Vegas, Nevada 89156

20 /s/Elsa McMurtry
21 Elsa McMurtry, an employee of
22 Dempsey, Roberts & Smith, Ltd.
23
24
25



1 **OSC**

2 KENNETH M. ROBERTS, ESQ.
3 Nevada Bar No. 04729
4 DEMPSEY, ROBERTS & SMITH, LTD.
5 1130 Wigwam Parkway
6 Henderson, Nevada 89074
7 Tel: (702) 388-1216
8 Fax: (702) 388-2514
9 Kenroberts@drsltd.com
10 Attorneys for Defendants
11 Floyd Grimes, Jalee Arnone,
12 Elizabeth Grimes, Victoria Jean Halsey,
13 WBG Trust

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 THOMAS WALKER, an individual,
12 Plaintiff,
13 v.

CASE NO. A-18-783375-C

Dept. No. 31

14 FLOYD W. GRIMES, WBG TRUST,
15 ELIZABETH GRIMES, VICTORIA JEAN
16 HALSEY, JALEE ARNONE, PETER
17 ARNONE, DOES 1 through 20, and
18 ROE BUSINESS ENTITIES 20 through
19 50, inclusive,
20 Defendants.

ORDER TO SHOW CAUSE

Date of hearing: OCTOBER 29, 2020

Time of hearing: 9:00 A.M.

18 And related matters.

19 The Court, having reviewed the Counterclaimants' Motion for Order to Enforce
20 and/or for an Order to Show Cause Regarding Contempt filed in this matter, hereby
21 finds that there is good cause to grant the moving party an Order to Show Cause.

22 IT IS HEREBY ORDERED that Thomas Walker shall appear on the above stated
23 date and time before the Eighth Judicial District Court, Department 31, located at the
24
25

Dempsey, Roberts & Smith, Ltd.
1130 Wigwam Parkway, Henderson, NV 89074
Tel 702-388-1216 Fax 702-388-2514 E-mail drsltd@drsltd.com

1 Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89101, to show cause, if
2 any, why the party should not be held in contempt for:

- 3 1. Failure to obey this Court's *Order on Defendant's Application for a Temporary Writ*
4 *of Restitution* entered on May 20, 2020 by not having remitted court-ordered
5 temporary restitution payments for the months of June, July, August, and
6 September 2020, due on the 15th of each month in the amount of \$700.00
7 monthly, to the Dempsey, Roberts & Smith, Ltd. law firm.

8
9 IT IS SO ORDERED.

10 Dated this 7th day of October, 2020.

11
12 
13

DISTRICT COURT JUDGE

14
15 Respectfully submitted by:

All appearances will be via remote appearance only via BlueJeans
or CourtCall. Please file a Notice of Remote Appearance indicating
your manner of remote appearance or send request to JEA at
cordt@clarkcountycourts.us at least 48 hours prior to the hearing.

16 /s/Kenneth Roberts

17 KENNETH M. ROBERTS, ESQ.

18 Nevada Bar No. 04729

19 DEMPSEY, ROBERTS & SMITH, LTD.

20 1130 Wigwam Parkway

21 Henderson, Nevada 89074

22 Attorneys for Defendants

23 Floyd Grimes, Jalee Arnone,

24 Elizabeth Grimes, Victoria Jean Halsey,

25 WBG Trust

24 *Walker v. Grimes, et al*; A-18-783375-C

25 Order to Show Cause

CHAMBERS:
702-671-3634

LAW CLERK:
702-671-0899

MEMO
DISTRICT COURT
DEPARTMENT XXXI

Electronically Filed
10/23/2020 1:05 PM
Steven D. Grierson
CLERK OF THE COURT



To:	ALL COUNSEL and/or PARTIES PRO SE – SERVED VIA E-SERVICE and/or E-MAIL
From:	DEPARTMENT 31
Subject:	HEARING SCHEDULED OCTOBER 29, 2020 **Please review entire Memo**
Date:	OCTOBER 23, 2020

Dear Counsel and/or Parties,

Pursuant to the Court's Administrative Orders and the Governor's directives regarding the COVID-19 pandemic which were implemented to increase efforts to keep the public and employees safe while still serving the needs of the community and ensuring access to justice, Department 31 is evaluating all hearings and matters on its docket.

The Court will be hearing this matter by remote appearances only. Therefore, all counsel/parties schedule their alternative remote appearance - either via **CourtCall**, 888-882-6878; or audio/visually through **Bluejeans (please see further information below)**. Forms and instructions regarding remote appearances may be found on the District Court website, www.clarkcountycourts.us/virtual.

As October is Pro Bono Month, any attorney who has an open pro bono case will be allowed to proceed first on the docket, both in that (pro bono) case and in their other cases – a “front of the line pass” (“FLP”). If you intend to exercise the benefit at the upcoming hearing, please reach out to all opposing counsel/parties to inform them and request they be on the line early. All parties must be present to be advanced to the front of the line and have your matter called first.

However, if you don't have a pro bono case and would like to take advantage of this opportunity, contact Cindy Morales Kerben at Legal Aid Center (ckerber@lacs.org and 702 386 1413) to get a pro bono case. You can review available cases at: <https://www.lacsprobono.org/available-cases/>. For a limited time, you can sign up for a case working directly with a Boyd Law student for the entire academic year. You may also get CLE credit for your pro bono time!

Parties wishing to appear audio/visually through Bluejeans: To appear via Bluejeans, each counsel/party may either file a Notice of Remote Appearance, which is provided on the Court's website listed above, or the parties may submit a written request to the JEA at: cordt@clarkcountycourts.us. **The Bluejeans request must contain the following: case name and number, name of the counsel and/or party(ies) appearing, time of the hearing, the email address of the counsel/party(ies) appearing, and if you have an open Pro Bono case and would like to be called first.** If making a remote appearance request via email, all parties must be copied in the emailed request. Thereafter, one Bluejeans session - for all matters on the Court's Motion calendar - will be scheduled by the JEA.

Each counsel/party who has either filed a Notice of Remote Appearance form, or submitted a written request to the JEA, will receive a Bluejeans invite containing the link to connect audio and/or visually, **after 3:00 p.m. the afternoon before the hearing.** ****The parties should connect at the time their matter is scheduled on the Court's calendar NOT the time the**

Bluejeans session is scheduled for.** If a party has scheduled their remote appearance through CourtCall, you will receive the dial-in instructions from CourtCall.

The Notice/Request for remote appearances must be filed and/or submitted to the JEA no later than 1:00 p.m. on **October 27, 2020**. If a Notice or Remote Appearance has already been filed for your scheduled hearing, or you have already submitted written request to the JEA, there is no need to refile/submit another request unless you are requesting a Front of the Line Pass for Pro Bono Month.

We appreciate your patience and understanding during these very difficult times.

Thank you,
Tracy L. Cordoba
Judicial Executive Assistant to the Honorable Joanna S. Kishner



1 ARJT

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5 THOMAS WALKER, ET AL.;

Case No.: A-18-783375-C

6 PLAINTIFF(S),

Dept. No.: XXXI

7 VS.

8 FLOYD GRIMES; ET AL.,

9 DEFENDANT(S).
10

11
12 **AMENDED ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL/TRIAL**
13 **SETTING CONFERENCE, CALENDAR CALL/FINAL PRE-TRIAL**
14 **CONFERENCE and STATUS CHECK**

15 IT IS HEREBY ORDERED that:

16 A. **Trial** - This matter is set for a **JURY TRIAL** on a **FIRM TRIAL**
17 **SETTING #1** to begin on **JANUARY 20, 2021, at 9:30 a.m.**, in Department XXXI,
18 **Courtroom 12B.**

19 B. **Calendar Call** - A Calendar Call will be held on **JANUARY 12,**
20 **2021,** beginning at **9:00 a.m.** Please note this date may have been modified
21 since the last hearing date. **Unless otherwise directed by the Court, the parties**
22 **must bring to Calendar Call the following:**
23

- 24 (1) Typed exhibit lists; with all stipulated exhibits marked;
25 (2) All exhibits marked by counsel for identification purposes;
26 (3) Jury instructions in two groups, unopposed and opposed;
27 (4) Proposed voir dire questions;
28 (5) List of depositions;

- 1 (6) List of equipment needed for trial, including audiovisual equipment;¹
2 and
3 (7) Courtesy copies of any legal briefs on trial issues.

4 **D. Status Check:** A Status Check on trial readiness has been
5 scheduled for **DECEMBER 17, 2020, at 9:00 a.m.**

6 **E. Pre-Trial Memorandum** - The Pre-Trial Memorandum must be
7 filed no later than **4:00 p.m.**, on **JANUARY 6, 2021**, with a courtesy copy
8 delivered to Department XXXI. All parties, (attorneys and parties in proper
9 person) **MUST** comply with **ALL REQUIREMENTS** of E.D.C.R. 2.67, 2.68 and
10 2.69.

11
12 Counsel should include in the Memorandum an identification of
13 orders on all Motions in Limine or Motions for Partial Summary Judgment
14 previously made, a summary of any anticipated legal issues remaining, a brief
15 summary of the opinions to be offered by any witness to be called to offer opinion
16 testimony as well as any objections to the opinion testimony.

17
18 **F. Motions in Limine** – The Motion in Limine filing date has not been
19 extended. **Orders shortening time will not be signed except in extreme**
20 **emergencies.**

21 **G. Discovery Issues** – All discovery deadlines, deadlines for filing
22 dispositive motions, and motions to amend the pleadings or add parties are
23 controlled by the previous Scheduling/Trial Order and have not been extended.

24 Please comply with the Handout/Procedure for Civil Jury Trials and Civil
25

26 ¹If counsel anticipates the need for special electronic equipment during the trial, a request must
27 be submitted to the District Courts Court Help Desk following the Calendar Call. You can reach
28 the Court Help Desk via E-Mail at courthelpdesk@clarkcountycourts.us

1 Bench Trials, copies of which are located in the Courtroom and on the District
2 Court – Department XXXI – website.

3 **Failure of the designated trial counsel, or any party appearing in**
4 **proper person, to appear for any court appearances or to comply with this**
5 **Order shall result in any of the following: (1) dismissal of the action; (2)**
6 **default judgment; (3) monetary sanctions; (4) vacation of trial date; and/or**
7 **any other appropriate remedy or sanction.**

9 Counsel is asked to notify the Court Recorder, 671-0897, at least two
10 weeks in advance if they are going to require a recorder and/or daily copies of
11 the transcripts or CDs of this trial. Failure to do so may result in a delay in the
12 production of the transcripts and/or CDs.

13
14 Counsel is required to advise the Court immediately if the case settles or
15 is otherwise resolved prior to trial. A stipulation which terminates a case by
16 dismissal shall also indicate whether a Scheduling Order has been filed and, if a
17 trial date has been set, the date of that trial.

18 DATED this 27th day of October, 2020

19
20 
21 _____
22 JOANNA S. KISHNER
23 DISTRICT COURT JUDGE
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THOMAS WALKER
6253 ROCKY MOUNTAIN AVE.
LAS VEGAS, NV 89156
EMAIL: twalkercivil3@gmail.com

1st Tracy L. Cordoba
TRACY L. CORDOBA-WHEELER
JUDICIAL EXECUTIVE ASSISTANT



1 CERT
KENNETH M. ROBERTS, ESQ.
2 Nevada Bar No. 4729
DAVID E. KRAWCZYK, ESQ.
3 Nevada Bar No. 12423
4 DEMPSEY, ROBERTS & SMITH, LTD.
1130 Wigwam Parkway
5 Henderson, Nevada 89074
Tel: 702-388-1216
6 Fax: 702-388-2514
E-Mail: kenroberts@drs ltd.com
7 Attorney for Defendants

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 THOMAS WALKER,
11
12 Plaintiff,

13 vs.

14 FLOYD WAYNE GRIMES, an individual, WBG
TRUST, Floyd Grimes, and Elizabeth Grimes as
15 Trustees, ELIZABETH GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual and as
16 the Agent of Floyd Wayne Grimes, JALEE
ARNONE, an individual, and PETER ARNONE,
17 an individual, DOES 1 through 20, and ROE
BUSINESS ENTITIES 20 through 50, inclusive,

18
19 Defendants.

FLOYD WAYNE GRIMES, an individual,

20 Counterclaimant,

21 vs.

22 THOMAS WALKER, an individual, DOES 1
23 through 10, ROE ENTITIES 11 through 20,
24 inclusive,

25 Counterdefendants.

CASE NO.: A-18-783375-C

DEPT. NO.: XXXI

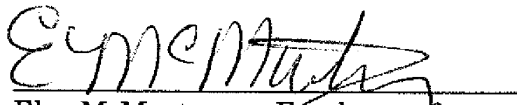
CERTIFICATE OF
MAILING

Dempsey, Robert & Smith, Ltd.
1130 Wigwam Parkway, Henderson, NV 89074
Tel 702-388-1216 Fax 702-388-2514 E-mail drsltd@drsltd.com

CERTIFICATE OF MAILING

I hereby certify that pursuant to Rule 5(b) of the NRCP, on the 7th day of
October, 2020, I served a copy of the Order to Show Cause upon all interested parties
by depositing copies of the same in a sealed envelope, in the United States Mail,
First Class Postage fully prepaid, and addressed to:

THOMAS WALKER
6253 Rocky Mountain Avenue
Las Vegas, Nevada 89156


Elsa McMurtry, an Employee of
Dempsey, Roberts & Smith, Ltd.



1 **OPP**
THOMAS WALKER
2 6253 Rocky Mountain Ave
Las Vegas, Nevada 89156
3 (702) 619-1256
Twalkercivil3@gmail.com
4 In Proper Person

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

7 THOMAS WALKER, an individual,

8 Petitioner

9 vs.

10 FLOYD WAYNE GRIMES, an individual, WBG
TRUST, Floyd Grimes and Elizabeth Grimes, as
11 Trustees, ELIZABETH GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual and as
12 Agent for Floyd Wayne Grimes, JALEE ARNONE,
an individual, and PETER ARNONE, an individual,
13 DOES 1 through 20, and ROE BUSINESS
ENTITIES 20 through 50, inclusive

14 Defendant(s)

Case No: A-18-783375-C

Dept. No.: XXXI

Date of Hearing: October 29 2020

Time of Hearing: 9:00 o'clock AM

COUNTER-DEFENDANTS
APPEAR AND DEFEND

15
16 **INTENT TO APPEAR AND DEFEND**

17 COMES NOW Plaintiff/Counter-defendant Thomas Walker, In Proper Person, and hereby files
18 his Intent To Appear And Defend, at the hearing for an Order To Show Cause on October 29
19 2020 at 9:00 AM located in District Court Department 31.

20 //

21 //

22 //

23 //

24 DATED this ____ day of October, 2020

25 Respectfully submit by:

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Thomas Walker

Thomas Walker
6253 Rocky Mountain Avenue
Las Vegas, Nevada 89156
(702) 619-1256
twalkercivil3gmail.com
Plaintiff, In Proper Person

CHAMBERS:
702-671-3634

LAW CLERK:
702-671-0899

MEMO
DISTRICT COURT
DEPARTMENT XXXI

Electronically Filed
11/3/2020 4:17 PM
Steven D. Grierson
CLERK OF THE COURT



To:	ALL COUNSEL and/or PARTIES PRO SE – SERVED VIA E-SERVICE and/or E-MAIL
From:	DEPARTMENT 31
Subject:	HEARING SCHEDULED NOVEMBER 5, 2020 **Please review entire Memo**
Date:	NOVEMBER 3, 2020

Dear Counsel and/or Parties,

Pursuant to the Court's Administrative Orders and the Governor's directives regarding the COVID-19 pandemic, which were implemented to increase efforts to keep the public and employees safe while still serving the needs of the community and ensuring access to justice, Department 31 is evaluating all hearings and matters on its docket.

Therefore, the Court will be hearing this matter by remote appearances only. All counsel/parties must schedule their alternative remote appearance - either audio/visually through **Bluejeans** or via **CourtCall**, 888-882-6878. Forms and instructions regarding remote appearances may be found on the District Court website, www.clarkcountycourts.us/virtual.

Parties wishing to appear audio/visually through Bluejeans: Each counsel/party may either file a Notice of Remote Appearance, which is provided on the Court's website listed above, or the parties may submit a written request, via email, to the JEA: cordt@clarkcountycourts.us. **The Bluejeans request must contain the following: case name and number, date/time of the hearing, name(s) of counsel and/or party(ies) appearing, the email address(es) of the counsel/party(ies) appearing, and if you have an open Pro Bono case and would like to be called first.** If making a remote appearance request via email, all parties must be copied in the emailed request.

The Notice/Request for remote appearances must be filed and/or emailed to the JEA no later than 1:00 p.m. on **November 4, 2020**. Each party who has filed/emailed their request will receive the invite **after 3:00 p.m. the day before the hearing**. ****As one Bluejeans session is created for ALL matters on the Court's calendar, the parties should connect five (5) minutes prior to their scheduled hearing time NOT the Bluejeans session time.**** If a party has scheduled their remote appearance through CourtCall, you will receive the dial-in instructions from CourtCall.

As October was Pro Bono Month, the Court would like to continue the Front of the Line Pass benefit for any counsel who currently has an active pro bono case and/or counsel who has recently signed up for a pro bono case. Counsel may request to exercise the Front of the Line Pass benefit and have your matter called first at the upcoming hearing; however, in order to do so, counsel must reach out to all opposing counsel/parties and request they be on the line early as all parties must be on the line for the matter be advanced and called first.

Alternatively, if you currently do not have a pro bono case and would like to take advantage of this opportunity, contact Cindy Morales Kerben at Legal Aid Center (ckerber@lacsno.org and 702-386-1413) to get a pro bono case. You can review available cases at: <https://www.lacsno.org/probono/available-cases/>. For a limited time, you can sign up for a case

working directly with a Boyd Law student for the entire academic year. You may also get CLE credit for your pro bono time!

If a request for remote appearance has already been submitted for the currently scheduled hearing, there is no need to refile/resubmit another request unless you are requesting a Front of the Line Pass for Pro Bono Month.

Department 31 apologizes for any inconvenience and we sincerely appreciate your patience and understanding during these very difficult and unprecedented times.

Thank you,

Tracy L. Cordoba
Judicial Executive Assistant to the
Honorable Joanna S. Kishner



1 CERT
KENNETH M. ROBERTS, ESQ.
2 Nevada Bar No. 4729
DAVID E. KRAWCZYK, ESQ.
3 Nevada Bar No. 12423
4 DEMPSEY, ROBERTS & SMITH, LTD.
1130 Wigwam Parkway
5 Henderson, Nevada 89074
Tel: 702-388-1216
6 Fax: 702-388-2514
E-Mail: kenroberts@drs ltd.com
7 Attorney for Defendants

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 THOMAS WALKER,

11 Plaintiff,

12 vs.

13
14 FLOYD WAYNE GRIMES, an individual, WBG
TRUST, Floyd Grimes, and Elizabeth Grimes as
15 Trustees, ELIZABETH GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual and as
16 the Agent of Floyd Wayne Grimes, JALEE
ARNONE, an individual, and PETER ARNONE,
17 an individual, DOES 1 through 20, and ROE
BUSINESS ENTITIES 20 through 50, inclusive,

18 Defendants.

19 FLOYD WAYNE GRIMES, an individual,

20 Counterclaimant,

21 vs.

22
23 THOMAS WALKER, an individual, DOES 1
through 10, ROE ENTITIES 11 through 20,
24 inclusive,

25 Counterdefendants.

CASE NO.: A-18-783375-C

DEPT. NO.: XXXI

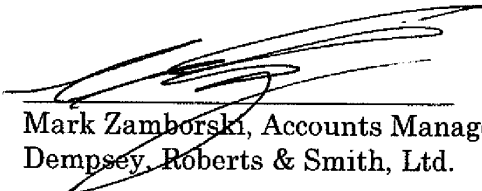
RECEIPT OF PAYMENT

Dempsey, Robert & Smith, Ltd.
1130 Wigwam Parkway, Henderson, NV 89074
Tel 702-388-1216 Fax 702-388-2514 E-mail drs ltd@drs ltd.com

RECEIPT OF PAYMENT

THE UNDERSIGNED, on behalf of law firm of Dempsey, Roberts & Smith, Ltd., acknowledges receipt of a cash payment from Thomas Walker, in the amount of Three Thousand, Five Hundred Dollars and 00/100 (\$3,500.00) as payment for past due bond amounts awarded to Defendants pursuant to the Order filed on May 20, 2020.

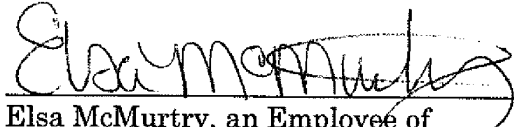
Dated: November 5, 2020.


Mark Zamborski, Accounts Manager
Dempsey, Roberts & Smith, Ltd.

CERTIFICATE OF MAILING

I hereby certify that pursuant to Rule 5(b) of the NRCP, on the 5th day of November, 2020, I served a copy of the foregoing upon all interested parties by depositing copies of the same in a sealed envelope, in the United States Mail, First Class Postage fully prepaid, and addressed to:

THOMAS WALKER
6253 Rocky Mountain Avenue
Las Vegas, Nevada 89156


Elsa McMurtry, an Employee of
Dempsey, Roberts & Smith, Ltd.



1 NOTC

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5 DISTRICT COURT
6 CLARK COUNTY, NEVADA

7
8 THOMAS WALKER,) CASE NO.: A-18-783375-C
9)
10 vs.) DEPT. XXXI
11) Date: 12/8/20 Time: 9:00 a.m.
12 FLOYD GRIMES,)
13)

14 **NOTICE OF SCHEDULING SETTLEMENT CONFERENCE**

15 **PLEASE READ AND COMPLY WITH ALL REQUIREMENTS OF THIS NOTICE**

16 This case has been selected for inclusion in the Senior Judge Settlement Program before a
17 member of Senior District Court Judges. A settlement conference has been scheduled for **December 8,**
18 **2020, at 9:00 a.m.** All settlement conferences will take place in the Senior Judge Department at
19 **330 So. 3rd Street, 11th floor of the Phoenix Building, unless an alternative location has been**
20 **previously agreed upon. All parties must be present with trial counsel with full binding settlement**
21 **authority, including client and carrier representatives unless prior permission by the Senior Judge**
22 **has been given for an individual to participate by phone or other device.**

23
24 **Confidential settlement briefs must be provided by 2:00 p.m. on December 1, 2020 for**
25 **distribution to the Senior Judge. Each party must submit their **confidential settlement conference****
26 ****briefs** no more than seven (7) pages in length which addresses each of the following issues:**

- 27
28
- a. A brief factual statement of the matter concisely describing your claim or defense along with a copy of your key trial expert's written report;
 - b. The strengths and weaknesses of each party's claims;

- 1 c. A history of previous settlement negotiations, if any, including any offers of judgment
2 and their expiration date(s);
3
4 d. The bottom line settlement figure for your case.
5
6 e. Any requirements of a settlement agreement other than a release of all claims for this
7 matter and a dismissal of all claims;
8
9 f. Any unusual legal issues in this matter;

10 The Confidential Settlement Brief must be submitted to:

11 Ileen Spoor
12 Senior Judge Department, Phoenix Building
13 330 South Third Street, 11th Floor
14 Las Vegas, NV 89101
15 702-671-4607

16 Email: spoori@clarkcountycourts.us

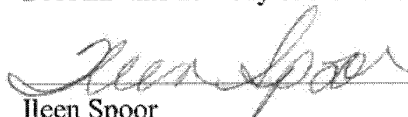
17 CERTIFICATE OF SERVICE

18 I hereby certify that on the day filed, I served a copy of this **SETTLEMENT CONFERENCE**
19 **SCEDULING NOTICE**, to the following attorneys or parties in proper person:

20 Thomas Walker, in Proper Person

21 Kenneth Roberts, Esq.

22 DATED this 23rd day of November, 2020,

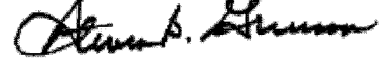
23 
24 Ileen Spoor
25 Senior Judge Department
26
27
28

CHAMBERS:
702-671-3634

LAW CLERK:
702-671-0899

MEMO
DISTRICT COURT
DEPARTMENT XXXI

Electronically Filed
12/14/2020 3:42 PM
Steven D. Grierson
CLERK OF THE COURT



To:	ALL COUNSEL and/or PARTIES PRO SE – SERVED VIA E-SERVICE and/or E-MAIL
From:	DEPARTMENT 31
Subject:	HEARING SCHEDULED DECEMBER 17, 2020 **Please review entire Memo**
Date:	DECEMBER 14, 2020

Dear Counsel and/or Parties,

Pursuant to the Court's Administrative Orders and the Governor's directives regarding the COVID-19 pandemic, which were implemented to increase efforts to keep the public and employees safe while still serving the needs of the community and ensuring access to justice, Department 31 is evaluating all hearings and matters on its docket.

Therefore, the Court will be hearing this matter by remote appearances only. All counsel/parties must schedule their alternative remote appearance - either audio/visually through **Bluejeans** or via **CourtCall**, 888-882-6878. Forms and instructions regarding remote appearances may be found on the District Court website, www.clarkcountycourts.us/virtual.

Parties wishing to appear audio/visually through Bluejeans: Each counsel/party may either file a Notice of Remote Appearance, which is provided on the Court's website listed above, or the parties may submit a written request, via email, to the JEA: cordt@clarkcountycourts.us. **The Bluejeans request must contain the following: case name and number, date/time of the hearing, name(s) of counsel and/or party(ies) appearing, AND the email address(es) of the counsel/party(ies) appearing.** If making a remote appearance request via email, all parties must be copied in the emailed request.

The Notice/Request for remote appearances must be filed and/or emailed to the JEA no later than 1:00 p.m. on **December 16, 2020**. Each party who has filed/emailed their request will receive the Bluejeans invite **after 3:00 p.m. the day before the hearing**. **As one Bluejeans session is created for ALL matters on the Court's calendar, the parties should connect five (5) minutes prior to their **scheduled** hearing time **NOT** the Bluejeans session time.** If a party has scheduled their remote appearance through CourtCall, you will receive the dial-in instructions from CourtCall.

If you have already filed and/or emailed your remote appearance request for this hearing, you do not need to file/email a new request.

Department 31 apologizes for any inconvenience and we sincerely appreciate your patience and understanding during these very difficult and unprecedented times.

Thank you,

Tracy L. Cordoba
Judicial Executive Assistant to the
Honorable Joanna S. Kishner



1 ARJT

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA
5

6 THOMAS WALKER, ET AL.;

CASE NO. A-18-783375-C

7 Plaintiff(s),

DEPT NO. XXXI

8 v.
9

10 FLOYD GRIMES, ET AL.;

TRIAL STACK: APRIL 19, 2021

11 Defendant(s).
12

13 **AMENDED ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL/TRIAL SETTING**
14 **CONFERENCE, and CALENDAR CALL/FINAL PRE-TRIAL CONFERENCE**

15 Counsel representing all parties, and after consideration by the Court,

16 **IT IS HEREBY ORDERED THAT:**

17 **A. Trial** - This matter is set for a **JURY TRIAL** on a **FIVE-WEEK TRIAL**
18 **STACK** to begin on **APRIL 19, 2021**, at **9:00 a.m.**, in Department XXXI, Courtroom
19 **12B.**

20 **B. Pre-Trial/Trial Setting Conference** - A Pre-Trial/Trial Setting
21 Conference will be held on **MARCH 18, 2021**, beginning at **10:15 a.m.** **The**
22 **designated trial attorney(s), and/or parties in proper person, must be present in**
23 **person, subject to any Administrative Order(s) that may be in effect for the Pre-**
24 **Trial/Trial Setting Conference that provide otherwise, and must be prepared to**
25 **state when they are available within the stack to commence trial.**

26 **C. Calendar Call/Final Pre-Trial Conference** - A Calendar Call/Final Pre-
27 Trial Conference will be held on **APRIL 13, 2021**, beginning at **9:00 a.m.** In
28

1 accordance with EDCR 2.69, unless otherwise ordered by the Court, the parties
2 **must bring to Calendar Call/Final Pre-Trial Conference the following:**

- 3 (1) Typed exhibit lists; with all stipulated exhibits marked;
- 4 (2) All exhibits marked by counsel for identification purposes;
- 5 (3) Jury instructions in two groups, unopposed and opposed;
- 6 (4) Proposed forms of Verdict
- 7 (5) Proposed voir dire questions;
- 8 (6) List of depositions and the depositions that each party intends to use;
- 9 (7) List of equipment needed for trial, including audiovisual equipment;¹ and,
- 10 (8) Courtesy copies of any legal briefs on trial issues.

11 For the parties' convenience, the Court has summarized provisions of various
12 rules and requirements in its Handout/Procedure Guidelines for Civil Jury Trials and
13 Civil Bench Trials. All counsel and pro se litigants must comply with the provisions of
14 the applicable Handout/Procedure Guidelines for each Jury or Bench trial. The
15 Handout/Procedure Guidelines gives detailed instructions on several topics including:
16 Depositions, Audio Visual Witness Appearances, Jury Notebook, Proposed Voir Dire,
17 Jury Instructions, Verdict Forms, Exhibits, Jury Questionnaires, as well as procedures
18 involving the Court Recorder and Audio Visual Equipment. Copies of the
19 Handout/Procedure Guidelines are located in the Courtroom and can be found on the
20 District Court – Department XXXI – website.

21 **D. Motions in Limine** - The Motions in Limine filing date has not been
22 extended. **Orders shortening time will not be signed except in extreme**
23 **emergencies.**

24 **E. Discovery Issues** – All discovery deadlines, deadlines for filing
25 dispositive motions, and motions to amend the pleadings or add parties are controlled
26 by the previous Scheduling/Trial Order and have not been extended or reopened.

27 ¹If counsel anticipates the need for special electronic equipment during the trial, a request must be
28 submitted to the District Courts Court Help Desk following the Calendar Call. You can reach the Court
Help Desk via E-Mail at courthelpdesk@clarkcountycourts.us

1 **F. Pre-Trial Memorandum** – The Joint/Individual Pre-Trial
2 Memorandum(a) must be filed no later than 4:00 p.m., on **APRIL 5, 2021**, with a
3 courtesy copy delivered to Department XXXI upon filing. All parties, (attorneys and
4 parties in proper person) **MUST comply** with **All REQUIREMENTS** of E.D.C.R. 2.67,
5 2.68, and 2.69.
6

7 Counsel must include in the Memorandum(a): an identification of Orders on all
8 Motions in Limine or Motions for Partial Summary Judgment previously made, a
9 summary of any anticipated legal issues remaining, and a brief summary of the
10 opinions to be offered by any witness to be called to offer opinion testimony as well
11 as any objections to the opinion testimony.
12

13 **G. Depositions** - In addition to Depositions that are to be lodged with the
14 Court pursuant to EDCR 2.69, if any Party intends to use portions of a Deposition
15 (transcript or video) in lieu of live testimony, the Parties must comply with the
16 deadlines set forth in the Handout/Procedure Guidelines.

17 **Failure of the designated trial counsel, or any party appearing in proper**
18 **person, to appear for any court appearances or to comply with this Order shall**
19 **result in any of the following: (1) dismissal of the action; (2) default judgment;**
20 **(3) monetary sanctions; (4) vacation of trial date; and/or any other appropriate**
21 **remedy or sanction.**
22
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1 Counsel is required to advise the Court immediately, in writing, if the case
2 settles or is otherwise resolved prior to trial. A stipulation which terminates a case by
3 dismissal shall indicate any date(s) to be vacated.
4

5 DATED this 18th day of January, 2021

6
7 
8 JOANNA S. KISHNER
9 DISTRICT COURT JUDGE

10 **CERTIFICATE OF SERVICE**

11 I hereby certify that on or about the date filed, a copy of this Order was served
12 via Electronic Service to all counsel/registered parties, pursuant to the Nevada
13 Electronic Filing Rules, and/or served via in one or more of the following manners:
14 fax, U.S. mail, or a copy of this Order was placed in the attorney's file located at the
15 Regional Justice Center:

16 **ALL REGISTERED COUNSEL/PARTIES SERVED VIA E-SERVICE**

17 
18 TRACY L. CORDOBA-WHEELER
19 Judicial Executive Assistant
20
21
22
23
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27
28



1 **ORDR**

2 DISTRICT COURT

3 CLARK COUNTY, NEVADA

4 THOMAS WALKER,

5 Plaintiff,

6 vs.

7
8 FLOYD WAYNE GRIMES, an
9 individual, WBG TRUST, Floyd Grimes,
10 and Elizabeth Grimes as Trustees,
11 ELIZABETH GRIMES, an individual,
12 VICTORIA JEAN HALSEY, an
13 individual and as the Agent of Floyd
14 Wayne Grimes, JALEE ARNONE, an
15 individual, and PETER ARNONE, an
16 individual, DOES 1 through 20, and
17 ROE BUSINESS ENTITIES 20 through
18 50, inclusive,

19 Defendants.

CASE NO. A-18-783375-C

Dept. No.: XXXI

ORDER ON SHOW CAUSE
REGARDING PLAINTIFF'S FAILURE
TO DEPOSIT FUNDS INTO
DEFENDANT'S COUNSEL TRUST
ACCOUNT

20 FLOYD WAYNE GRIMES, an
21 individual, JALEE ARNONE, an
22 individual,

23 Counterclaimants,

24 vs.

25 THOMAS WALKER, an individual,
26 DOES 1 through 10, ROE ENTITIES 11
27 through 20, inclusive,

28 Counter-Defendant.

Date of Hearing: November 5, 2020
Time of Hearing: 1:00 p.m.

ORDER

This matter first came on for hearing on October 29, 2020, at 9:00 a.m.,
with the Plaintiff/Counter-Defendant present, appearing in proper person; and

1 Counterclaimants not present, but represented by their attorney, KENNETH M.
2 ROBERTS, ESQ. of the law firm Dempsey, Roberts & Smith, Ltd., appearing
3 before the HONORABLE JOANNA S. KISHNER. The Court, having reviewed
4 the Application, papers and documents attached thereto, arguments of counsel,
5 and good cause appearing finds the following:
6

7 THE COURT HEREBY FINDS that the Counterclaimants advised the
8 Court that Plaintiff/Counter-Defendant has failed to deposit funds in the sum of
9 \$700.00 each month into Defendant's counsel's trust account. Said funds are to
10 be held in trust until the resolution of the case as previously ordered by this court.
11

12 THE COURT FURTHER FINDS that upon inquiry by the Court, Plaintiff/
13 Counter-Defendant admits that he has not made any payments into Defendant's
14 counsel's trust account contrary to what he was ordered.

15 THE COURT FURTHER FINDS that Plaintiff/Counter-Defendant stated
16 that he had not made any payments because he was waiting for transcripts from
17 previous hearings and the COVID-19 pandemic affected his ability to obtain
18 employment.

19 THE COURT FURTHER FINDS that Plaintiff/Counter-Defendant
20 requested a week continuance to allow him to make the missing payments to
21 Defendant's counsel's trust account.
22

23 THEREFORE, IT WAS ORDERED that the Court would take evidence
24 regarding Defendant's Motion seeking to hold Plaintiff/Counter-Defendant in
25 contempt of this Court's Orders; and that said Evidentiary Hearing shall take
26 place at 1:00 P.M. on November 5, 2020.
27
28

1 This matter then came on for hearing on November 5, 2020, at 1:00 p.m.,
2 with the Plaintiff/Counter-Defendant present, appearing in proper person; and
3 Counterclaimants not present, but represented by their attorney, KENNETH M.
4 ROBERTS, ESQ. of the law firm Dempsey, Roberts & Smith, Ltd., appearing
5 before the HONORABLE JOANNA S. KISHNER. The Court, having reviewed
6 the Application, papers and documents attached thereto, arguments of counsel
7 and good cause appearing, hereby finds the following:

9 THE COURT HEREBY FINDS that Counterclaimant's counsel advised the
10 Court that Plaintiff/Counter-Defendant, Mr. Walker, had deposited funds with
11 Counterclaimant's counsel which was sufficient to bring him current through the
12 month of October 2020, and the next payment for the month of November was
13 due on November 15, 2020.

15 THE COURT FURTHER FINDS that as a result of Mr. Walker's recent
16 payments to Counterclaimant's counsel's trust account, the Court does not find
17 Mr. Walker in contempt of Court. The Court took no position as to what would
18 occur if Mr. Walker stops paying any future sums ordered, as that matter is not
19 ripe given the current compliance as of the date of the hearing.

21 THE COURT FURTHER FINDS that Mr. Walker and counsel for
22 Counterclaimants agree to participate in mediation in good faith.

23 THE COURT FURTHER FINDS that it is, therefore, appropriate for the
24 parties to participate in Mandatory Settlement Conference with a Senior Judge.

25 THE COURT FURTHER FINDS that Counterclaimant's counsel again
26 raised the issue of his request for fees and costs.

1 THE COURT FURTHER FINDS that it is appropriate to delay decision
2 regarding fees and costs until after the date of the Mandatory Settlement
3 Conference.

4 THEREFORE, IT IS FURTHER ORDERED, ADJUDGED, and DECREED
5 that the parties shall participate in a Mandatory Settlement Conference with a
6 Senior Judge to take place before January 5, 2021.

8 IT IS FURTHER ORDERED, ADJUDGED, and DECREED that
9 Counterclaimant's counsel shall coordinate the arrangements with the Senior
10 Judges' office.

11 IT IS FURTHER ORDERED, ADJUDGED, and DECREED that when
12 Counterclaimant's counsel places the matter of fees and costs on the Court's
13 Motion calendar, on a Tuesday or Thursday, after the Mandatory Settlement
14 Conference date, at which time the issue of fees and costs shall be decided if not
15 settlement is reached.
16

17
18 DATED this 14th day of January, 2021.

19 
20 HON. JOANNA S. KISHNER
21 DISTRICT COURT JUDGE
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CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, a copy of this Order was served via Electronic Service to all counsel/registered parties, pursuant to the Nevada Electronic Filing Rules, and/or served via in one or more of the following manners: fax, U.S. mail, or a copy of this Order was placed in the attorney's file located at the Regional Justice Center:

ALL COUNSEL and/or PARTIES IN PRO SE ELECTRONICALLY SERVED

/s/ Tracy L. Cordoba
TRACY L. CORDOBA-WHEELER
Judicial Executive Assistant



1 NEOJ
KENNETH M. ROBERTS, ESQ.
2 Nevada Bar No. 4729
DAVID E. KRAWCZYK, ESQ.
3 Nevada Bar No. 12423
DEMPSEY, ROBERTS & SMITH, LTD.
4 1130 Wigwam Parkway
Henderson, Nevada 89074
5 Tel: 702-388-1216
6 Fax: 702-388-2514
E-Mail: kenroberts@drs ltd.com
7 Attorney for Defendants

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 THOMAS WALKER,
11
12 Plaintiff,

13 vs.

14 FLOYD WAYNE GRIMES, an individual, WBG
TRUST, Floyd Grimes, and Elizabeth Grimes as
15 Trustees, ELIZABETH GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual and as
16 the Agent of Floyd Wayne Grimes, JALEE
ARNONE, an individual, and PETER ARNONE,
17 an individual, DOES 1 through 20, and ROE
BUSINESS ENTITIES 20 through 50, inclusive,

18 Defendants.

19 FLOYD WAYNE GRIMES, an individual,
20
21 Counterclaimant,

22 vs.

23 THOMAS WALKER, an individual, DOES 1
through 10, ROE ENTITIES 11 through 20,
24 inclusive,

25 Counterdefendants.

CASE NO.: A-18-783375-C

DEPT. NO.: XXXI

**NOTICE OF ENTRY
OF ORDER**

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NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an Order was duly entered in the above-referenced case on the 14th day of January 2021. A copy of which is attached hereto.

DATED: Henderson, Nevada this 15th day of January 2021.

/s/Kenneth Roberts
KENNETH M. ROBERTS, ESQ.
Nevada Bar No.: 4729
1130 Wigwam Parkway
Henderson, Nevada 89074

CERTIFICATE OF SERVICE

I certify that on the 15th day of January 2021, pursuant to EDCR 8.05(a) and 8.05(f), a copy of the foregoing was electronically served through the Eighth Judicial District Court's electronic filing system to the following parties:

Thomas Walker: twalkercivil3@gmail.com

/s/Elsa McMurtry
Elsa McMurtry, an employee of
Dempsey, Roberts & Smith, Ltd.



1 **ORDR**

2 DISTRICT COURT

3 CLARK COUNTY, NEVADA

4 THOMAS WALKER,

5 Plaintiff,

6 vs.

7
8 FLOYD WAYNE GRIMES, an
9 individual, WBG TRUST, Floyd Grimes,
10 and Elizabeth Grimes as Trustees,
11 ELIZABETH GRIMES, an individual,
12 VICTORIA JEAN HALSEY, an
13 individual and as the Agent of Floyd
14 Wayne Grimes, JALEE ARNONE, an
15 individual, and PETER ARNONE, an
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17 ROE BUSINESS ENTITIES 20 through
18 50, inclusive,

19 Defendants.

CASE NO. A-18-783375-C

Dept. No.: XXXI

ORDER ON SHOW CAUSE
REGARDING PLAINTIFF'S FAILURE
TO DEPOSIT FUNDS INTO
DEFENDANT'S COUNSEL TRUST
ACCOUNT

20 FLOYD WAYNE GRIMES, an
21 individual, JALEE ARNONE, an
22 individual,

23 Counterclaimants,

24 vs.

25 THOMAS WALKER, an individual,
26 DOES 1 through 10, ROE ENTITIES 11
27 through 20, inclusive,

28 Counter-Defendant.

Date of Hearing: November 5, 2020
Time of Hearing: 1:00 p.m.

29 **ORDER**

30 This matter first came on for hearing on October 29, 2020, at 9:00 a.m.,
31 with the Plaintiff/Counter-Defendant present, appearing in proper person; and

1 Counterclaimants not present, but represented by their attorney, KENNETH M.
2 ROBERTS, ESQ. of the law firm Dempsey, Roberts & Smith, Ltd., appearing
3 before the HONORABLE JOANNA S. KISHNER. The Court, having reviewed
4 the Application, papers and documents attached thereto, arguments of counsel,
5 and good cause appearing finds the following:
6

7 THE COURT HEREBY FINDS that the Counterclaimants advised the
8 Court that Plaintiff/Counter-Defendant has failed to deposit funds in the sum of
9 \$700.00 each month into Defendant's counsel's trust account. Said funds are to
10 be held in trust until the resolution of the case as previously ordered by this court.

11 THE COURT FURTHER FINDS that upon inquiry by the Court, Plaintiff/
12 Counter-Defendant admits that he has not made any payments into Defendant's
13 counsel's trust account contrary to what he was ordered.
14

15 THE COURT FURTHER FINDS that Plaintiff/Counter-Defendant stated
16 that he had not made any payments because he was waiting for transcripts from
17 previous hearings and the COVID-19 pandemic affected his ability to obtain
18 employment.

19 THE COURT FURTHER FINDS that Plaintiff/Counter-Defendant
20 requested a week continuance to allow him to make the missing payments to
21 Defendant's counsel's trust account.
22

23 THEREFORE, IT WAS ORDERED that the Court would take evidence
24 regarding Defendant's Motion seeking to hold Plaintiff/Counter-Defendant in
25 contempt of this Court's Orders; and that said Evidentiary Hearing shall take
26 place at 1:00 P.M. on November 5, 2020.
27
28

1 This matter then came on for hearing on November 5, 2020, at 1:00 p.m.,
2 with the Plaintiff/Counter-Defendant present, appearing in proper person; and
3 Counterclaimants not present, but represented by their attorney, KENNETH M.
4 ROBERTS, ESQ. of the law firm Dempsey, Roberts & Smith, Ltd., appearing
5 before the HONORABLE JOANNA S. KISHNER. The Court, having reviewed
6 the Application, papers and documents attached thereto, arguments of counsel
7 and good cause appearing, hereby finds the following:

9 THE COURT HEREBY FINDS that Counterclaimant's counsel advised the
10 Court that Plaintiff/Counter-Defendant, Mr. Walker, had deposited funds with
11 Counterclaimant's counsel which was sufficient to bring him current through the
12 month of October 2020, and the next payment for the month of November was
13 due on November 15, 2020.

15 THE COURT FURTHER FINDS that as a result of Mr. Walker's recent
16 payments to Counterclaimant's counsel's trust account, the Court does not find
17 Mr. Walker in contempt of Court. The Court took no position as to what would
18 occur if Mr. Walker stops paying any future sums ordered, as that matter is not
19 ripe given the current compliance as of the date of the hearing.

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22 Counterclaimants agree to participate in mediation in good faith.

24 THE COURT FURTHER FINDS that it is, therefore, appropriate for the
25 parties to participate in Mandatory Settlement Conference with a Senior Judge.

27 THE COURT FURTHER FINDS that Counterclaimant's counsel again
28 raised the issue of his request for fees and costs.

1 THE COURT FURTHER FINDS that it is appropriate to delay decision
2 regarding fees and costs until after the date of the Mandatory Settlement
3 Conference.

4 THEREFORE, IT IS FURTHER ORDERED, ADJUDGED, and DECREED
5 that the parties shall participate in a Mandatory Settlement Conference with a
6 Senior Judge to take place before January 5, 2021.

8 IT IS FURTHER ORDERED, ADJUDGED, and DECREED that
9 Counterclaimant's counsel shall coordinate the arrangements with the Senior
10 Judges' office.

11 IT IS FURTHER ORDERED, ADJUDGED, and DECREED that when
12 Counterclaimant's counsel places the matter of fees and costs on the Court's
13 Motion calendar, on a Tuesday or Thursday, after the Mandatory Settlement
14 Conference date, at which time the issue of fees and costs shall be decided if not
15 settlement is reached.
16

17
18 DATED this 14th day of January, 2021.

19 
20 HON. JOANNA S. KISHNER
21 DISTRICT COURT JUDGE
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CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, a copy of this Order was served via Electronic Service to all counsel/registered parties, pursuant to the Nevada Electronic Filing Rules, and/or served via in one or more of the following manners: fax, U.S. mail, or a copy of this Order was placed in the attorney's file located at the Regional Justice Center:

ALL COUNSEL and/or PARTIES IN PRO SE ELECTRONICALLY SERVED

/s/ Tracy L. Cordoba
TRACY L. CORDOBA-WHEELER
Judicial Executive Assistant



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8 Floyd Grimes, Jalee Arnone,
Elizabeth Grimes, Victoria Jean Halsey,
9 WBG Trust

DISTRICT COURT
CLARK COUNTY, NEVADA

10
11
12 THOMAS WALKER, an individual,
Plaintiff,

13 v.

14 FLOYD W. GRIMES, WBG TRUST,
ELIZABETH GRIMES, VICTORIA JEAN
15 HALSEY, JALEE ARNONE, PETER
ARNONE, DOES 1 through 20, and ROE
16 BUSINESS ENTITIES 20 through 50,
inclusive,
17 Defendants.

18 And related matters.

CASE NO. A-18-783375-C

Dept. No. 31

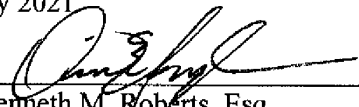
**DEFENDANTS' MOTION FOR
JUDGMENT ON THE PLEADINGS**

HEARING REQUESTED.

19 Defendants Floyd Grimes, Jalee Arnone, Elizabeth Grimes, Victoria Jean Halsey, and WBG
20 Trust (hereinafter, "Defendants") by and through their counsel of record, Kenneth M. Roberts, Esq., of
21 Dempsey, Roberts & Smith, Ltd., hereby respectfully submit this Motion for Judgment on the
22 Pleadings pursuant to Nevada Rule of Civil Procedure 12(c).
23

24 This Motion is made and based upon the papers and pleadings on file in this matter, the Points
25 and Authorities submitted in support herein, and any oral argument of counsel that the Court may
entertain.

1 DATED this 5th day of February 2021

2 
3 Kenneth M. Roberts, Esq.
4 David E. Krawczyk, Esq.
5 DEMPSEY, ROBERTS & SMITH, LTD.
6 1130 Wigwam Parkway
7 Henderson, Nevada 89074
8 Attorneys for Defendants
9 Floyd Grimes, Jalee Arnone, Elizabeth Grimes,
10 Victoria Jean Halsey, WBG Trust

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I.
INTRODUCTION

Plaintiff's lawsuit is predicated upon a document, attached to his Amended Complaint, which he claims to be a written "contract" for purchase of 6253 Rocky Mountain Ave. This Court has granted a motion in limine preventing Plaintiff Walker from presenting, showing, testifying about, or referring to, his claimed contract. Because each of Plaintiff's myriad twenty-three causes of action consistently relate to the alleged contract and sale transaction, and many do not have requisite elements for recovery, Plaintiff's claims should properly be dismissed as described below.

II.
STATEMENT OF FACTS

PLAINTIFF'S OWNERSHIP CLAIMS UPON THE EXCLUDED "CONTRACT."

Plaintiff's claims in his Amended Complaint (the "Complaint") are predicated upon a document Plaintiff claims to be a written "contract" for purchase of 6253 Rocky Mountain Ave., as stated:

"Plaintiff accepted the Defendants offer, and made a payment toward the purchase price, to Defendant Victoria Halsey. Defendant Victoria Halsey accepted Plaintiff's first payment and provided the Plaintiff with a hand written contract, and promised to provide a formal typed contract on February 01, 2005, at which time the Plaintiff takes possession of the residence. A copy of Plaintiff's contract with the Defendants is attached hereto as *EXHIBIT "1"* and is incorporate herein by this reference."¹

¹ Plaintiff's Complaint, at 7:7-12 (¶17). (emphasis added.)

1 Attached to his Complaint, Plaintiff Walker produced a very low-quality photocopy of a document he
2 asserts to have been signed by defendant Victoria “Vicki” Halsey years ago.

3 After Plaintiff Walker refused undersigned counsel’s reasonable requests to examine the
4 claimed “contract,” and rebuffed a Court Order requiring Plaintiff to allow its examination, this Court
5 issued its Order Granting Defendants’ Motion in Limine to exclude it and all testimony about it.
6 Consequent to Plaintiff Walker’s complete unwillingness to allow any inspection of the original
7 document, this Court issued is Order Granting Defendants’ Motion in Limine,² which provides:

8 “...Plaintiff Walker is not permitted to use, show, offer, or refer to the document
9 identified by Plaintiff as Bates stamp “PT W-001” at any hearing or trial in this
10 matter.”³

11 “...Plaintiff Walker is not permitted to use, show, offer, or refer to any copies or
12 reproductions of the document identified by Plaintiff as Bates stamp “PT W-001,” in
13 whole or in part, at any hearing or trial in this matter.”⁴

14 “...Plaintiff Walker is not permitted to offer testimony about, or referring to, the
15 document identified by Plaintiff as Bates stamp “PT W-001,” either himself or through
16 other witnesses, at any hearing or trial in this matter.”⁵

17 *Accordingly, Plaintiff’s claimed “contract” upon which he predicates all of his claims to
18 6253 Rocky Mountain Ave., and all testimony about the document, have been Ordered excluded.*

19 **III.**
20 **LEGAL STANDARD**

21 Nevada Rule of Civil Procedure 12(c) provides:

22 “Motion for Judgment on the Pleadings. After the pleadings are closed — but early
23 enough not to delay trial — a party may move for judgment on the pleadings.”⁶

24 Nevada Rule of Civil Procedure 12(c) is designed to provide a means of disposing of cases
25 when material facts are not in dispute and a judgment on the merits can be achieved by focusing on

² Order Granting Defendants’ Motion in Limine, filed October 5, 2020.

³ Order Granting Defendants’ Motion in Limine, at 3:17-19.

⁴ *Id.*, at 3:20-23.

⁵ *Id.*, at 4:2-5.

⁶ *Nev. R. Civ. P. 12(c).*

1 the content of the pleadings. *Bernard v. Rockhill Dev. Co.*, 103 Nev. 132, 135, 734 P.2d 1238, 1241
2 (1987). Application of Rule 12(c) has utility when all material allegations of fact are admitted in the
3 pleadings and only questions of law remain. *Id.*, at 136, 1241. A motion for judgment on the
4 pleadings is properly granted when the material facts are not in dispute and the movant is entitled to
5 judgment as a matter of law concerning a point of law. *Perry v. Terrible Herbst, Inc.*, 383 P.3d 257,
6 259 (2016). The dispositive resolution of questions of fact is not part of a motion to dismiss on the
7 pleadings. *Breliant v. Preferred Equities Corp.*, 112 Nev. 663, 668, 918 P.2d 314, 317 (1996).

8 Nevada Rule of Civil Procedure 12(b)(5), concerning a plaintiff's failure to state a claim,
9 provides:

10 " (b) How to Present Defenses. Every defense to a claim for relief in any pleading
11 must be asserted in the responsive pleading if one is required. But a party may assert
12 the following defenses by motion:

13 . . .
14 (5) failure to state a claim upon which relief can be granted;"⁷

15 A defense under Nevada Rule of Civil Procedure 12(b)(5) may be asserted by motion at any
16 time and need not be affirmatively pleaded. *Clark Cty. Sch. Dist. V. Richardson Constr., Inc.*, 123
17 Nev. 382, 395, 168 P.3d 87, 95-96 (2007). A motion for failure to state a claim raises matter in bar
18 and, if sustained, results in a judgment on the merits. *Zalk-Josephs Co. v. Wells Cargo, Inc.*, 81 Nev.
19 163, 168, 400 P.2d 621, 624 (1965). A complaint should not be dismissed for failure to state a cause
20 of action unless it appears certain that the plaintiff is entitled to no relief under any set of facts which
21 could be provided. *Id.*

22 IV. 23 ARGUMENT

24 A motion for judgment on the pleadings under Rule 12(c) is appropriately granted when all
25 material allegations of fact are admitted in the pleadings and only questions of law remain.⁸ As

⁷ Nev. R. Civ. P. 12(b)(5).

1 discussed below, Plaintiff's claims are properly subject to dismissal because each of them is either
2 predicated upon the supposed written "contract" that Plaintiff is precluded from presenting at trial, or
3 else is unsupportable by the facts as Plaintiff Walker has alleged them. Alleging a whopping twenty-
4 three causes of action, Plaintiff drafted his complaint using a scattershot "everything but the kitchen
5 sink" approach. Many of Plaintiff's claims have no bearing on property disputes; others are wholly
6 inapplicable under the facts of the case (even as Plaintiff has alleged them.)

7
8 **1. PLAINTIFF'S FIRST CAUSE OF ACTION FOR INJUNCTIVE RELIEF:**

9 **"Injunctive Relief- Violation of Nevada Revised Statute 205.365 (Order to Set Aside
10 Fraudulent Conveyance)"⁹**

11 Nevada Revised Statutes 33, governing injunctions, provides in relevant part:

12 NRS 33.010 Cases in which injunction may be granted. An injunction may be
13 granted in the following cases:

14 1. When it shall appear by the complaint that the plaintiff is entitled to the relief
15 demanded, and such relief or any part thereof consists in restraining the commission or
16 continuance of the act complained of, either for a limited period or perpetually.

17 2. When it shall appear by the complaint or affidavit that the commission or
18 continuance of some act, during the litigation, would produce great or irreparable
19 injury to the plaintiff.

20 3. When it shall appear, during the litigation, that the defendant is doing or
21 threatens, or is about to do, or is procuring or suffering to be done, some act in
22 violation of the plaintiff's rights respecting the subject of the action, and tending to
23 render the judgment ineffectual. *Nev. Rev. Stat. 33.010.*

24 Ignoring Nevada laws governing injunctions, and all provisions of Nevada Revised Statutes
25 Chapter 33, Plaintiff impermissibly purports to ground his claim for "injunctive relief" instead upon
26 Nevada criminal statutes, specifically Nevada Revised Statutes 205.365. Nevada Revised Statutes
27 205.365 makes it a felony offense for "fraudulently selling real estate twice." There is simply no

⁸ *Bernard v. Rockhill Dev. Co.*, 103 Nev. 132, 135, 734 P.2d 1238, 1241 (1987); *Perry v. Terrible Herbst, Inc.*, 383 P.3d 257, 259 (2016).

⁹ Complaint, at 18:4.

1 relationship between the statute cited by Mr. Walker and injunctive relief. This action is, of course, a
2 civil proceeding and Nevada criminal statutes provide Plaintiff no available remedy.

3 **2. PLAINTIFF'S SECOND CAUSE OF ACTION FOR DECLARATORY RELIEF:**

4 Concerning declaratory relief, Nevada Revised Statutes 30.040 provides in relevant part:

5 "[a]ny person interested under a deed, written contract or other writings constituting a
6 contract, or whose rights, status or other legal relations are affected by a statute,
7 municipal ordinance, contract or franchise, may have determined any question of
8 construction or validity arising under the instrument, statute, ordinance, contract or
9 franchise and obtain a declaration of rights, status or other legal relations thereunder."
10 *Nev. Rev. Stat. 30.040.*

11 Plaintiff Walker predicates his second cause of action, for declaratory relief, upon the alleged
12 "contract" concerning 6253 Rocky Mountain Ave., stating in his Complaint:

13 "[t]he Plaintiff contends it entered into a contract with the Defendant Floyd Grimes and
14 Defendant Victoria Haley on January 15, 2005, to purchase the property, subject of this
15 action for the purchase price of \$69,000..."¹⁰

16 Because Plaintiff Walker is prevented from presenting, testifying about, or referring to his alleged
17 written "contract" at trial, this cause of action is unsupportable.

18 **3. PLAINTIFF'S THIRD CAUSE OF ACTION FOR DECLARATORY RELIEF:**
19 **"Violation of Article 1 §1 of the Nevada Constitution"**

20 The Nevada Constitution, Article 1 §1 provides:

21 "Inalienable rights. All men are by Nature free and equal and have certain inalienable
22 rights among which are those of enjoying and defending life and liberty; Acquiring,
23 Possessing and Protecting property and pursuing and obtaining safety and happiness."

24 There is a "state action requirement" concerning claims brought under the Nevada
25 Constitution. *S.O.C., Inc. v. Mirage Casino-Hotel*, 117 Nev. 403, 410, 23 P.3d 243, 247-48 (2001).

The general rule is that the Constitution does not apply to private conduct. *Id.*, at 410, 247. There are
only very limited exceptions to this "time honored principle," perhaps most notably in the rare

¹⁰ Complaint, at 19:20-23.

1 instance where a private actor is performing a function that has traditionally been exclusively
2 performed by the State. *Id.*

3 There is no governmental action predicated the Plaintiff's claims, and this Court is not here
4 tasked with interpreting the Nevada Constitution. The State of Nevada is not a defendant in this
5 action, and it is not alleged that any defendant was acting on behalf of the State in any way, at any
6 time. Completely ignoring the "state action requirement," without legal authority or factual support,
7 Plaintiff baldly alleges that "[t]he Defendant's actions have been to intentionally deprive the Plaintiff
8 of its right to possess property under Article 1 §1 of the Constitution of The State of Nevada and
9 therefore violates this Section of the Constitution of the State of Nevada."¹¹

10 This action, in its essence, is a dispute between private parties over putative ownership of a
11 privately owned parcel of land. There is no State action or party implicating the Nevada Constitution.
12

13 **4. PLAINTIFF'S FOURTH CAUSE OF ACTION FOR DECLARATORY RELIEF:**
14 **"Violation of Article 1 §8(2) of the Nevada Constitution."**

15 The Nevada Constitution, Article 1 §8(2) provides:

16 "No person shall be deprived of life, liberty, or property, without due process of law."

17 Reiterating, there is a "state action requirement" concerning claims brought under the Nevada
18 Constitution and the general rule is that the Constitution does not apply to private conduct.¹²

19 Plaintiff's fourth cause of action alleges: "No person shall be deprived of life, liberty, or property"¹³
20 and "Defendant's actions...have been to intentionally deprive the Plaintiff of property under Article 1
21 §8(2)..."¹⁴ Again, there is no governmental action predicated the Plaintiff's claims, the State is not a
22 defendant, and there is no State action implicating the Nevada Constitution.

23 ...
24

25 ¹¹ Complaint at 21:19-21.

¹² *S.O.C., Inc. v. Mirage Casino-Hotel*, 117 Nev. 403, 410, 23 P.3d 243, 247-48 (2001), *infra*.

¹³ Complaint, at 22:8-9.

¹⁴ *Id.*, at 22:10-11.

1 **5. PLAINTIFF'S FIFTH CAUSE OF ACTION FOR DECLARATORY RELIEF:**
2 **"Violation of Nevada Revised Statutes (NRS 205.365)"**

3 Part of the Nevada Criminal Code, Nevada Revised Statutes 205.365 provides:

4 "NRS 205.365 Fraudulently selling real estate twice. [Effective through June 30,
5 2020.] A person, after once selling, bartering or disposing of any tract of land, town
6 lot, or executing any bond or agreement for the sale of any land or town lot, who again,
7 knowingly and fraudulently, sells, barter or disposes of the same tract of land or lot, or
8 any part thereof, or knowingly and fraudulently executes any bond or agreement to sell,
9 barter or dispose of the same land or lot, or any part thereof, to any other person, for a
10 valuable consideration, shall be punished:

11 1. Where the value of the property involved is \$650 or more, for a category C
12 felony as provided in NRS 193.130. In addition to any other penalty, the court shall
13 order the person to pay restitution.

14 2. Where the value of the property is less than \$650, for a misdemeanor."

15 This is a *civil* action and not a criminal case. Ignoring the application of the law, Plaintiff
16 impermissibly demands declaratory relief be afforded under Nevada *criminal* statutes, Nevada
17 Revised Statutes 205.365.¹⁵ There is, simply, no criminal prosecution by the State in this matter and
18 no civil remedies under this section exist.

19 **6. PLAINTIFF'S SIXTH CAUSE OF ACTION FOR BREACH OF CONTRACT:**

20 Plaintiff Walker has predicated his breach of contract claims upon a document attached to his
21 Complaint as Exhibit 1 which he alleges to be a written purchase agreement with the Defendants
22 concerning 6253 Rocky Mountain Ave. Plaintiff's complaint states:

23 "Plaintiff accepted the Defendants offer, and made a payment toward the purchase
24 price, to Defendant Victoria Halsey. Defendant Victoria Halsey accepted Plaintiff's
25 first payment and provided the Plaintiff with a hand written contract, and promised to
provide a formal typed contract on February 01, 2005, at which time the Plaintiff takes
possession of the residence. **A copy of Plaintiff's contract with the Defendants is
attached hereto as *EXHIBIT "1"* and is incorporate herein by this reference.**"¹⁶

¹⁵ Complaint, at 22:24-23:15.

¹⁶ *Id.*, at 7:7-12 (¶17). (emphasis added.)

1 It is impossible for Plaintiff Walker to prevail on his breach of contract claim because, as
2 described above, Plaintiff Walker is precluded by this Court's Order Granting Defendant's Motion in
3 Limine from presenting, testifying about, or even *mentioning* his claimed "contract" with the
4 Defendants.¹⁷

5 **7. PLAINTIFF'S SEVENTH CAUSE OF ACTION FOR "BREACH OF CONTRACT (TORT)."**

6 The Nevada Supreme Court, and courts of other jurisdictions,¹⁸ have implicitly observed that
7 the term "tortious breach of contract" may not be a "breach of contract" but instead may conceptually
8 relate to a "breach of good faith and fair dealing." *Shoen v. Americo, Inc.*, 111 Nev. 735, 746, 896
9 P.2d 469, 476 (1995).¹⁹ The Nevada Supreme Court has recognized that "tortious breach of contract"
10 is not a singular cause of action but is presented, in the context of employment contracts, as an
11 amalgam of two different causes of action: a tort cause of action (tortious discharge) and breach of
12 contract where the tort, the wrong itself, is not necessarily dependent upon a breach of contract for
13 continued employment. *Shoen*, at 744, 475.²⁰ The Court has further observed that recognizing
14 punitive damages for "tortious breach of contract" would be "contrary to the rule of law that punitive
15 damages must be based on an underlying cause of action not based on contract theory." *Sprouse v.*
16 *Wentz*, 105 Nev. 597, 604, 781 P.2d 1136, 1140 (1989).

17 Plaintiff Walker's "tortious breach of contract" cause of action fails to allege a tort. Plaintiff's
18 "tortious breach of contract" claim is a *verbatim* restatement of his sixth "breach of contract" cause of
19 action,²¹ literally cut-and-pasted word-for-word, space for space, and comma for comma from his
20 preceding "breach of contract" claim. Because the two causes of action presented by Plaintiff are
21

22 ¹⁷ Order Granting Defendants' Motion in Limine, at 3:17-19; 3:20-23; 4:2-5.

23 ¹⁸ See, e.g., Thomas A. Diamond, *The Tort of Bad Faith Breach of Contract: When, If at All, Should It Be Extended Beyond Insurance Transactions?*, 64 Marquette L. Rev. 425 (1981).

24 ¹⁹ Stating: "Shoen alleges that his employment was terminated with fraud and malice by Amerco...Shoen's allegations create a question of fact regarding whether or not Amerco breached the covenant of good faith and fair dealing present in his contract for continued employment."

25 ²⁰ Citing, *D'Angelo v. Gardner*, 107 Nev. 704, 718, 819 P.2d 206, 212 (1991); *K Mart Corp. v. Ponssock*, 103 Nev. 39, 46, 732 P.2d 1364, 1369 (1987)("a public policy tort cannot ordinarily be committed absent the employer-employee relationship, the tort, the wrong itself, is not dependent upon or directly related to a contract of...employment...").

²¹ Compare Complaint, at 24:2-21 to 25:6-25.

1 identical in all but title, and Plaintiff does not allege any facts or elements that constitute a *tort* in his
2 “tortious breach of contract” claim, this cause of action should properly be dismissed.

3 **8. PLAINTIFF’S EIGHTH CAUSE OF ACTION FOR SLANDER OF TITLE**

4 A slander of title claim requires: 1. false and malicious communications, 2. that disparage a
5 person’s title in land, 3. and cause special damages. *McKnight Family, LLP v. Adept Mgmt. Servs.*,
6 129 Nev. 610, 615, 310 P.3d 555, 559 (2013). Slander of title is a civil action existing separate from
7 the title to land and does not infringe upon an individual’s right to use or dispose of his or her
8 property. *Id.*, at 616, 559.

9 Plaintiff’s “slander of title” claims fail to allege *any* of the requisite elements for a claim of
10 this type. Plaintiff’s complaint states:

11 “The Defendant Floyd Grimes slandered the title to the Plaintiff’s property
12 intentionally and without justification when the Defendant transferred the title for the
13 property to the WBG Trust and recorded the transfer with the Clark County recorder,
14 making the deed public.”²²

15 Plaintiff asserts Mr. Grimes “slandered” title by “making the deed public.” Of course, all
16 recorded deeds are public. Yes, Floyd Grimes was the deeded owner of the 6253 Rocky Mountain
17 Ave. property and transferred it to his trust. This fact, which is verifiably *true*, has nothing to do with
18 “false and malicious communications.” Under *McKnight*, slander of title does not infringe upon an
19 individual’s right to use or dispose of property. Yet, Plaintiff Walker rambles inconsequentially about
20 “destroying the Plaintiff’s benefits ...and the Plaintiff’s possessory interest in the property.”²³
21 Plaintiff’s Complaint goes on to discuss a litany of irrelevant facts about utilities, water usage, and the
22 City of North Las Vegas Utilities Department.²⁴ In the context of a “slander of title” claim, Plaintiff’s
23 factual allegations are completely immaterial.

24 ...

25 ²² Complaint, at 14-17.

²³ *Id.*, at 27:1-3

²⁴ *Id.*, at 26:18-24 (misidentified in the complaint as the “North Las Vegas Water Utility.”)

1 **9. PLAINTIFF'S NINTH CAUSE OF ACTION FOR SLANDER OF TITLE**

2 As with his eighth "slander of title" claim, Plaintiff's ninth cause of action, also for "slander of
3 title," fails for the same reasons. To have a viable claim, Plaintiff must allege: 1. false and malicious
4 communications, 2. that disparage a person's title in land, 3. and cause special damages.²⁵ Again,
5 Plaintiff's Complaint fails to allege any facts pertinent to a "slander of title" claim. Plaintiff states
6 only:

7 "The Defendant Jalee Arnone accepted a Quit Claim Deed which transferred the title
8 for the property from the WBG Trust, the Wayne and Betty Grimes Trust, to Defendant
9 Jalee Arnone, which the Defendant Jalee Arnone then recorded the transfer with the
Clark County recorder, making the deed public."²⁶

10 Not a single part of Plaintiff's allegations relates to slander of title. Again, all deeds are public
11 records. This fact is immaterial to a slander of title claim. Plaintiff proceeds to launch a completely
12 irrelevant diatribe about how Ms. Arnone "knew or should have reasonably known of the property
13 dispute between the Defendant Floyd Grimes and the Plaintiff..."²⁷ and, again, launches into a
14 winding narrative about his apparent difficulties with City of North Las Vegas Utilities water
15 service.²⁸ None of plaintiff's factual allegations even tangentially relate to the requisite elements of a
16 "slander of title" claim in Nevada.

17
18 **10. PLAINTIFF'S TENTH CAUSE OF ACTION FOR NUISANCE**

19 A nuisance is "anything which is injurious to health, or indecent and offensive to the senses, or
20 an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or
21 property." *Nev. Rev. Stat. 40.140(1)(a)*. In Nevada, the elements for a nuisance claim are: (1)
22 unreasonable, unwarrantable, or unlawful use by a person of his own property, or improper, indecent,
23 or unlawful conduct, which (2) operates as an obstruction or injury to the right of another or to the
24

25 ²⁵ *McKnight Family, LLP v. Adept Mgmt. Servs.*, 129 Nev. 610, 615, 310 P.3d 555, 559 (2013).

²⁶ Complaint, at 27:18-21.

²⁷ *Id.*, at 27:18-21.

²⁸ *Id.*, at 27:25-28

1 public, and (3) produces such material annoyance, inconvenience, discomfort or hurt that the law will
2 presume a consequent damage. *Jezowski v. Reno*, 71 Nev. 233, 241, 286 P.2d 257, 260 (1955).²⁹
3 Nuisances may include “nuisances per se” or, in other cases, a lawful activity conducted in an
4 unreasonable and improper manner. *Sowers v. Forest Hills Subdivision*, 129 Nev. 99, 105, 294 P.3d
5 427, 431 (2013). Activities held to constitute nuisances include construction of electricity generating
6 wind turbines close to housing developments,³⁰ erection of a huge electric sign close to a highway
7 offramp,³¹ and expansion of a municipal airport close to residential properties.³²

8 Plaintiff, in his complaint, alleges:

9 “On or about June 08, 2016 the Defendant Floyd Grimes contacted the North Las
10 Vegas Water Utility and unlawfully caused the water service to be disconnected...”
11 and “dead grass drove insects into the mobile homes. Overgrown and dying trees and
12 bushes attracted rats and other rodents into the neighborhood...”³³

13 Plaintiff pleads throughout his Complaint that he, *not Floyd Grimes*, has possessed and
14 controlled 6253 Rocky Mountain Ave at all times since 2005.³⁴ Clearly, Plaintiff had control over the
15 property and its landscaping. Plaintiff concedes that he, and not Floyd Grimes, was cited by the City
16 of North Las Vegas, for violations at the property.³⁵ (Plaintiff does not try to reconcile his
17 contradictory assertions that the landscaping was, at the same time, both “overgrown”³⁶ and “dying.”)

18 Contradicting his own assertion that cancelling Floyd Grimes’ account with City of North Las
19 Vegas Utilities was “unlawful,” Plaintiff Walker admits that Mr. Grimes was not under any order or
20 legal requirement to provide water service to the property.³⁷ Plaintiff, in his complaint, concedes that
21 he brought this concern at a City of Las Vegas Justice Court hearing and, at that hearing, Justice

22 ²⁹ See also, *Culley v. Cty. of Elko*, 101 Nev. 838, 841, 711 P.2d 864, 866 (1985)(citing *Jezowski*).

23 ³⁰ *Sowers v. Forest Hills Subdivision*, 129 Nev. 99, 294 P.3d 427 (2013).

24 ³¹ *Young Elec. Sign Co. v. Dep’t of Highways*, 98 Nev. 536, 654 P.2d 1028 (1982).

25 ³² *Culley v. Cty. of Elko*, 101 Nev. 838, 711 P.2d 864, (1985).

³³ Complaint, at 28:22-29:2.

³⁴ *Id.*, at 6:17-9:15.

³⁵ *Id.*, at 29:2-3.

³⁶ “to grow over; cover with a growth of something; to grow beyond, grow too large for, or outgrow; to outdo in growing; choke or supplant by a more exuberant growth.” *Dictionary.com*.

³⁷ Complaint, at 38:7-12.

1 Stoberski declined to issue any order requiring Mr. Grimes to reopen his account with the City of
2 North Las Vegas Utilities. Concerning Plaintiff's beefs about the City of North Las Vegas Utilities
3 water service, Plaintiff expressly admits: "... 'No' it was not an order of the court. The honorable
4 Judge Stoberski not issuing an order the Defendant's to reconnect service..."³⁸ Accordingly, while
5 Mr. Walker professes his unhappiness, Plaintiff's claim of "unlawful" conduct is, by his own
6 admissions, demonstrably false.

7 **11. PLAINTIFF'S ELEVENTH CAUSE OF ACTION FOR ABUSE OF PROCESS**

8 An abuse of process claim has two fundamental elements: 1. an ulterior purpose, and 2. a
9 willful act in the use of the process not proper in the regular conduct of a proceeding. *Executive*
10 *Mgmt., Ltd. v. Ticor Title Ins. Co.*, 114 Nev. 823, 843, 963 P.2d 465, 478 (1998). Merely alleging that
11 an opposing party has a malicious motive in commencing a lawsuit does not give rise to a cause of
12 action for abuse of process. *See, Hampton v. Nustar Mgmt. Fin. Group*, 2007 U.S. Dist. LEXIS 2072,
13 2007 WL 119146 (D. Nev. 2007). Summary eviction is a process of "unique nature" and is designed
14 expressly as a swift and straightforward procedure for determining who is entitled to immediate
15 possession of property. *G.C. Wallace, Inc. v. Eighth Jud. Dist. Ct.*, 127 Nev. 701, 709, 262 P.3d 1135,
16 1140 (2011). The summary eviction scheme provided in Nevada Revised Statute 40.253 permits a
17 landlord to bring a summary eviction proceeding in justice court for the purpose of removing a tenant
18 and, subsequently, the landlord may commence a separate action for recovery of damages. *Id.*, at 703,
19 1136.

20
21 Persuasively, the U.S. District Court held in *Hampton v. Nustar Management* that a party's
22 allegations in pleadings that filings are made for an ulterior motive other than purely dispute
23 resolution, such as leveraging settlement, is not sufficient to sustain a claim for abuse of process.
24 *Hampton*, at *7. In that case, defendant Handy Cash alleged that the plaintiff, Hampton, undertook
25

³⁸ Complaint, at 38:10-11.

1 the willful act of filing a lawsuit only for the purpose of leveraging a settlement, and thereafter failed
2 to dismiss the proceedings despite his knowledge that his claims had no basis. *Id.*, at *7-8. The U.S.
3 District Court held that this allegation was insufficient under Nevada law to support a claim for abuse
4 of process and granted Hampton's motion to dismiss Handy Cash's abuse of process claim. *Id.*, at *8.

5 Here, Plaintiff Walker premises his "abuse of process" claim upon the inconsequential
6 allegation that:

7 "Defendants Grimes and Halsey have abused the process of Summary Eviction for the
8 malicious purposes of trying to unlawfully evict the Plaintiff from the property and to
9 deprive the Plaintiff of its protected rights, not for a resolution of the issues."³⁹

10 As a matter of law, the process of summary eviction in Nevada exists for the express purpose
11 of swiftly and straightforwardly determining who is entitled to immediate possession of property.⁴⁰ It
12 is undisputed, and in fact *pleaded by Plaintiff Walker in his Complaint*, that Defendants used the
13 summary eviction process in a failed effort to obtain a court order to remove the Plaintiff from the
14 property.⁴¹ Plaintiff's own dubious belief about "malicious purposes,"⁴² which allegations are not
15 further described in the pleadings beyond the Plaintiff's own unsupported opinion that the eviction
16 efforts were "unlawful" or "wrongful,"⁴³ is insufficient under the standard described in *Hampton* to
17 support an "abuse of process" claim.

18 12. PLAINTIFF'S TWELFTH CAUSE OF ACTION FOR FRAUDULENT INDUCEMENT

19 To support a claim for fraudulent inducement of a contract, the plaintiff must show by clear
20 and convincing evidence: (1) a false representation made by the defendant, (2) the defendant's
21 knowledge or believe that the representation was false, (3) the defendant's intention to induce the
22 plaintiff to consent to formation of a contract, (4) the plaintiff's justifiable reliance upon the
23

24 ³⁹ Complaint, at 30:1-3.

25 ⁴⁰ *G.C. Wallace, Inc. v. Eighth Jud. Dist. Ct.*, 127 Nev. 701, 709, 262 P.3d 1135, 1140 (2011).

⁴¹ Complaint, at 11:10-13:11.

⁴² *Id.*, at 30:2.

⁴³ *Id.*, at 30:14.

1 misrepresentation, and (5) resulting damage to the plaintiff. *J.A. Jones Constr. Co. v. Lehrer*
2 *McGovern Bovis, Inc.*, 120 Nev. 277, 290, 89 P.3d 1009, 1018 (2004). Fraud is never presumed; it
3 must be clearly and satisfactorily proved. *Id.*

4 Notwithstanding his statements about alleged misrepresentations by the Defendants, Plaintiff
5 cannot demonstrate a contract that he was supposedly induced to enter into. Consequent to this
6 Court's Order granting Defendants' motion in limine, Plaintiff is prevented from discussing his
7 alleged "contract" at trial; Plaintiff Walker cannot talk about, refer to, show copies of, or present the
8 alleged written "contract" that he claims to have been induced to enter into.⁴⁴ Plaintiff Walker
9 predicates his fraudulent inducement claim upon allegations about supposed contract terms, including
10 interest rates, tax, and down payment.⁴⁵ However, unable to present, discuss, refer to, or testify about,
11 the written "contract" upon which he predicates his lawsuit,⁴⁶ Plaintiff Walker cannot prove his
12 fraudulent inducement to contract claim.
13

14 13. PLAINTIFF'S THIRTEENTH CAUSE OF ACTION FOR FRAUDULENT CONCEALMENT

15 To prevail on a fraudulent concealment claim, a plaintiff must prove: 1. the defendant
16 concealed or suppressed a material fact; 2. the defendant was under a duty to disclose the concealed
17 fact; 3. the defendant intentionally concealed or suppressed the fact with the intent to defraud, with the
18 intent to induce the plaintiff to act differently than he or she would have if the fact had been known; 4.
19 the plaintiff was unaware of the fact and would have acted differently if he or she had known the
20 concealed fact; and 5. the plaintiff sustained damages as a result of the concealed or suppressed fact.
21 *Dow Chem. Co. v. Mahlum*, 114 Nev. 1468, 1485, 970 P.2d 98, 109 (1998). It is well-established
22 Nevada law that a recorded deed imparts "notice to all persons of the contents thereof." *In re*
23 *Wilson's Estate*, 56 Nev. 500, 501 (1936).
24
25

⁴⁴ Order Granting Defendants' Motion in Limine (filed October 5, 2020), at 3:17-19.

⁴⁵ Complaint, at 31:6-23.

⁴⁶ *Id.*, at 7:7-12 (¶17).

1 Plaintiff's complaint fails to allege *any* facts to support a fraudulent concealment claim, is self-
2 contradictory, and nonsensical. Plaintiff Walker alleges that "Floyd Grimes and Elizabeth Grimes,
3 acting as Trustees of the WBG Trust, conveyed the property, purchased by the Plaintiff, to Defendant
4 Jalee Arnone"⁴⁷ and they "withheld the conveyance of the property from the Plaintiff for the purpose
5 of committing fraud against the Plaintiff."⁴⁸ However, directly contradicting his own claim of
6 "concealment," Plaintiff's complaint expressly alleges Defendants "recorded the transfer with the
7 Clark County recorder, making the deed public."⁴⁹ A recorded deed, which in the Plaintiff's *own*
8 words makes "the deed public," directly contradicts his claim of 'concealment.' Plaintiff Walker's
9 Complaint fails to address any of the other requisite elements to support a fraudulent concealment
10 claim.

11 **14. PLAINTIFF'S FOURTEENTH CAUSE OF ACTION FOR FRAUDULENT TRANSFER**

12 Nevada Revised Statutes Chapter 112, *et seq*, the Uniform Fraudulent Transfers Act, provides,
13 in relevant part:

14 NRS 112.180 Transfer made or obligation incurred with intent to defraud or without
15 receiving reasonably equivalent value; determination of intent.

16 1. A transfer made or obligation incurred by a debtor is fraudulent as to a
17 creditor, whether the creditor's claim arose before or after the transfer was made or the
18 obligation was incurred, if the debtor made the transfer or incurred the obligation:

19 (a) With actual intent to hinder, delay or defraud any creditor of the debtor; or

20 (b) Without receiving a reasonably equivalent value in exchange for the transfer or
21 obligation, and the debtor:

22 (1) Was engaged or was about to engage in a business or a transaction for
23 which the remaining assets of the debtor were unreasonably small in relation to the
24 business or transaction; or

25 ⁴⁷ Complaint, at 32:20-22.

⁴⁸ *Id.*, at 32:23-24.

⁴⁹ *Id.*, at 27:18-21.

1 (2) Intended to incur, or believed or reasonably should have believed that the
2 debtor would incur, debts beyond his or her ability to pay as they became due.

3 Plaintiff's Complaint fails to meet any of the pleading requirements regarding a claim under
4 Nevada Revised Statutes Chapter 112 and seems to misunderstand the application of Nevada
5 "fraudulent transfer" law. Plaintiff pleads, in his Complaint:

6 "On February 11, 2016 Defendant Grimes transferred the "property" to the WBG
7 Trust, also known as the Wayne and Betty Grimes Trust, which is administered by the
8 Trustees Defendants Floyd Grimes and Elizabeth Grimes..."⁵⁰

9 "Defendant Grimes transferred the "property" that was owed to the Plaintiff with the
10 intention of committing fraud against the Plaintiff...Defendant Grimes had received
11 payment from the Plaintiff...which the Defendant Grimes has retained for his own
12 unjust benefit; however the Plaintiff did not receive conveyance of the title or any
13 reasonable equivalent value in exchange for the transfer."⁵¹

14 Rather than plead a viable claim under the Nevada Uniform Fraudulent Transfers Act, Plaintiff
15 Walker conflates and interposes the concepts, generically, of fraud (not fraudulent transfer) and unjust
16 enrichment. Plaintiff's fraudulent transfer claim is predicated upon an allegation that Defendant
17 Grimes "retained [purchase monies] for his own unjust benefit," which is not related to a claim under
18 the Nevada Uniform Fraudulent Transfers Act.

19 15. PLAINTIFF'S FIFTEENTH CAUSE OF ACTION FOR CONVERSION

20 Conversion is "a distinct act of dominion wrongfully exerted over another's *personal property*
21 in denial of, or inconsistent with his title or rights" therein. *M.C. Multi-Family Dev., LLC v. Crestdale*
22 *Assocs., Ltd.*, 124 Nev. 901, 910, 193 P.3d 536, 542 (2008).⁵² Property that can be converted includes
23 tangible and intangible personal property. *Id.*, at 911, 543.

24 Simply, Plaintiff's conversion claims fail because *real property cannot be converted*.
25 Conversion is a claim that relates only to personal property, not real property. Accordingly, Plaintiff's

⁵⁰ Complaint, at 33:16-18.

⁵¹ *Id.*, at 33:21-24.

⁵² Emphasis added.

1 claims accusing various Defendants of having “converted” the 6253 Rocky Mountain Ave. property
2 cannot be maintained.

3 **16. PLAINTIFF’S SIXTEENTH CAUSE OF ACTION FOR “UNJUST ENRICHMENT – QUANTUM**
4 **MERUIT.”**

5 It is well established Nevada law that an agreement for sale of real property is void unless set
6 forth in a writing containing all material terms. *See, Ray Motor Lodge v. Shatz*, 80 Nev. 114, 118-19,
7 390 P.2d 42, 44 (1964).⁵³ Every contract for the sale of land is void unless the agreement is in
8 writing. *Khan v. Bakhsh*, 129 Nev. 554, 557, 306 P.3d 411, 413 (2013). Quantum meruit is an
9 equitable remedy,⁵⁴ for which a plaintiff must establish either an implied-in-fact contract or unjust
10 enrichment to recover. *Certified Fire Prot. Inc. v. Precision Constr., Inc.*, 128 Nev. 371, 374, 283
11 P.3d 250, 253 (2012). The doctrine of quantum meruit generally applies to an action involving work
12 and labor performed which is founded on an oral promise to pay, on the part of the defendant, as much
13 as the plaintiff reasonably deserves for his labor in the absence of an agreed upon amount. *Id.* at 380,
14 256. Quantum meruit may also provide restitution for unjust enrichment for the market value of
15 goods or services. *Id.* Quantum meruit is the usual measurement of enrichment cases where
16 nonreturnable benefits have been furnished at the defendant’s request, but where the parties have
17 made no enforceable agreement as to price. *Id.*, at 381, 257.

18 Rather than making a case for equitable relief, Plaintiff instead conflates the doctrine of
19 quantum meruit with breach of contract and realleges facts concerning a supposed breach of contract
20 for the sale of real property. Plaintiff’s Complaint alleges:

21 “On or about January 15, 2005 the Plaintiff purchased the property from Defendant
22 Floyd Grimes and Defendant Victoria Halsey for a purchase price of \$69,000. The
23 Plaintiff paid the defendants \$91,756, the purchase price and an incidental
24

25 ⁵³ Holding that a contract for sale of land set forth in two separate letters, one containing a legal description of the property
and the other containing full price terms and the buyers’ acceptance, was enforceable under the statute of frauds.

⁵⁴ *Certified Fire Prot.*, at 379, 256.

1 overpayment of \$22,756. The Defendant's accepted and retained the payment of the
2 Plaintiff's and the title to the property."⁵⁵

3 "The Defendants owed a duty to the Plaintiff to convey the title for the property to the
4 Plaintiff and to return the Plaintiff's incidental over payment in the amount of
5 approximately \$22,756, and for failing to do so the Defendants have been unjustly
6 enriched."⁵⁶

7 Plaintiff Walker asserts that he "purchased the property" from the Defendants and, by this
8 claim, is apparently seeking restitution because of a breach of the alleged sale agreement. Plaintiff
9 does not argue either a quasi-contract case for uncompensated labor or services, or an unjust
10 enrichment case seeking restitution for the market value of goods or services which would properly be
11 subject to a recovery under quantum meruit doctrine. Of course, a transaction for the sale of real
12 property as alleged by the Plaintiff must be the subject of a *written contract* containing all material
13 terms of the sale and is not subject to "quasi-contract" equity.

14 **17. PLAINTIFF'S SEVENTEENTH CAUSE OF ACTION FOR CONVERSION**

15 Conversion is "a distinct act of dominion wrongfully exerted over another's personal
16 property."⁵⁷ Property that can be converted includes tangible and intangible personal property,⁵⁸ but
17 not real property. Once again, Plaintiff Walker claims that Defendants "converted" the 6253 Rocky
18 Mountain Ave. property. Plaintiff's conversion claims fail because real property cannot be converted.

19 **18. PLAINTIFF'S EIGHTEENTH CAUSE OF ACTION FOR INTENTIONAL INFLICTION OF 20 EMOTIONAL DISTRESS**

21 To prevail on a claim for intentional infliction of emotional distress in Nevada, the plaintiff
22 must show (1) extreme and outrageous conduct on the part of the defendant, (2) intent to cause
23 emotional distress or reckless disregard for causing emotional distress, (3) that the plaintiff actually
24 suffered extreme or severe emotional distress, and (4) causation. *Miller v. Jones*, 114 Nev. 1291,

25 ⁵⁵ Complaint, at 35:15-19.

⁵⁶ *Id.*, at 35:22:24.

⁵⁷ *M.C. Multi-Family Dev., LLC v. Crestdale Assocs., Ltd.*, 124 Nev. 901, 910, 193 P.3d 536, 542 (2008).

⁵⁸ *Id.*, at 911, 543.

1 1300, 970 P.2d 571, 577 (1998). Conduct that is an indignity, unkind, or inconsiderate is not
2 actionable; the conduct must truly be *extreme and outrageous*. *Maduike v. Agency Rent-A-Car*, 114
3 Nev. 1, 5, 953 P.2d 24, 26 (1998). A plaintiff must present objectively verifiable indicia of the
4 severity of mental distress; otherwise, dismissal of the plaintiff's claims for failure to do so is proper.
5 *Miller*, at 1300, 577.⁵⁹ Insomnia and general physical or emotional discomfort are insufficient to
6 satisfy the physical impact requirement. *Chowdhry v. NLVH, Inc.*, 109 Nev. 478, 482, 851 P.2d 459,
7 462 (1993).

8 For conduct to be considered "extreme or outrageous," discussion in Nevada Supreme Court
9 opinions shows the bar is high. Recovery has been denied when a plaintiff's husband was verbally
10 abused and then assaulted with a pitchfork by an irate neighbor.⁶⁰ A plaintiff's IIED claims were
11 properly dismissed by summary judgment where the plaintiff was involved in a rear-end accident
12 caused by a rental car company that failed to inspect safety equipment, failed to remedy a "readily
13 apparent" brake problem, and refused to take measures to repair or prevent further driving of the car.⁶¹
14 Conversely, a five-year-old plaintiff's IIED claims were granted after she witnessed her father kill her
15 mother, was kept in a locked room with the body for seven days, and was forced to watch her father
16 commit suicide.⁶² Recovery was also allowed when a husband watched his wife die because the
17 defendant doctor refused to treat her.⁶³

19 Dismissal of a plaintiff's claims is also proper, as set forth in *Miller v. Jones*, where there is
20 not objectively verifiable indicia of the severity of emotional distress.⁶⁴ In that case, the plaintiff,
21 Miller, stated in deposition testimony that he was chronically depressed, but he did not seek medical
22

23
24 ⁵⁹ Holding that summary judgment was proper where plaintiff failed to present verifiable indicia of the severity of mental distress and depositions testimony about depression was insufficient to raise a genuine issue of material fact.

25 ⁶⁰ *Star v. Rabello*, 97 Nev. 124, 126 (citing, *Wiehe v. Kukal*, 592 P.2d 860 (Kan. 1979)).

⁶¹ *Maduike v. Agency Rent-A-Car*, 114 Nev. 1, 5, 953 P.2d 24, 26 (1998).

⁶² *Star v. Rabello*, 97 Nev. 124, 126 (citing, *Mahnke v. Moore*, 77 A.2d 923 (Md. 1951)).

⁶³ *Id.*, (citing, *Grimsby v. Samson*, 530 P.2d 291 (Wash. 1975)).

⁶⁴ *Miller v. Jones*, 114 Nev. 1291, 1300, 970 P.2d 571, 577 (1998).

1 or psychiatric assistance.⁶⁵ The Nevada Supreme Court upheld dismissal of Miller's IIED claim by
2 directed verdict because he was unable to plead or point to any evidence showing that he suffered
3 from severe or extreme emotional distress.⁶⁶ Similarly, in *Chowdry v. NLVH, Inc.*, the Nevada
4 Supreme Court upheld summary judgment dismissal of claims brought by a plaintiff who alleged
5 IIED caused by patient abandonment by a medical provider and, as a result, was "very upset" and
6 "could not sleep."⁶⁷ The Court was clear in its holding that "[i]nsomnia and general physical or
7 emotional discomfort are insufficient to satisfy the physical impact requirement."⁶⁸

8 Plaintiff Walker fails to allege "extreme or outrageous" conduct on the part of Defendants to
9 support his intentional infliction of emotional distress claim. Plaintiff's Complaint states:

10 "...The Defendants intent was to deprive the Plaintiff of water, causing the Plaintiff to
11 suffer severe emotional distress, in an attempt to force the Plaintiff from the
12 property."⁶⁹

13 With a lower court having already declined to impose an obligation upon Mr. Grimes to deal
14 with the City of North Las Vegas on Plaintiff Walker's behalf, it is impossible to see how Mr.
15 Walker's continuing problems in dealing with the utility company can predicate "extreme and
16 outrageous" conduct on the part of Mr. Grimes. Plaintiff Walker previously brought his problems
17 with the City of North Las Vegas Utilities to the attention of the Justice Court, specifically Justice
18 Stoberski, at a court hearing.⁷⁰ As admitted by Plaintiff Walker, Justice Stoberski declined to issue
19 any order requiring Floyd Grimes to provide utilities to the property.⁷¹ In any event, the described
20 events pale in comparison to either: 1. witnessing a loved one assaulted with a pitchfork, or 2. being
21 involved in a serious car accident because of a brake failure on a rental vehicle, for which the Nevada
22 Supreme Court has upheld dismissals for failure to state an IIED claim in both situations.

23 ⁶⁵ *Id.*

24 ⁶⁶ *Id.*

⁶⁷ *Chowdhry v. NLVH, Inc.*, 109 Nev. 478, 482, 851 P.2d 459, 462 (1993).

25 ⁶⁸ *Id.*

⁶⁹ Complaint, at 37:15-16.

⁷⁰ *Id.*, at 38:4-12.

⁷¹ *Id.*, at 38:10-11.

1 Plaintiff Walker's claims are also subject to dismissal because he fails to plead any required
2 "verifiable indicia" of the severity of emotional distress he claims to have suffered. Plaintiff alleges
3 only:

4 "The Defendants extreme and outrageous conduct, acting with reckless disregard, has
5 caused the Plaintiff humiliation, embarrassment, and to feel degraded, both privately
6 and publicly."⁷²

7 Like the plaintiff in *Miller v. Jones* who claimed to be chronically depressed, Plaintiff Walker
8 fails to assert any facts suggesting he sought medical or psychiatric assistance. As expressly held in
9 *Chowdhry*, general physical or emotional discomfort are insufficient to support an IIED claim.
10 Accordingly, as in these other cases, Plaintiff Walker's claims are similarly subject to dismissal for
11 failure to state a claim upon which relief can be granted.

12 **19. PLAINTIFF'S NINETEENTH CAUSE OF ACTION FOR CIVIL CONSPIRACY**

13 To prevail on a claim for civil conspiracy in Nevada, the plaintiff must prove: (1) an
14 underlying tort cause of action to predicate the conspiracy, (2) an overt act in furtherance of the
15 conspiracy, (3) the conspiracy itself, and (4) resulting damages. *Jordan v. State ex rel. DMV & Pub.*
16 *Safety*, 121 Nev. 44, 110 P.3d 30 (2005).⁷³

17 Claiming a "conspiracy," Plaintiff's Complaint alleges in haphazard fashion:

18 "Defendant Floyd Grimes, Elizabeth Grimes Victoria Halsey, Jalee Arnone and Peter
19 Arnone conspired with one another, against the Plaintiff, to unlawfully transfer the
20 property, by use of a Quit Claim Deed, from the WBG Trust, to Defendant Jalee
21 Arnone, to further oppress the constitutionally protected rights of the Plaintiff, further
22 deprive the Plaintiff of the use and enjoyments of the property and to commit fraud
23 against the Plaintiff."⁷⁴

24 First, Plaintiff's Complaint fails to detail any underlying tort predating a conspiracy.
25 Plaintiff Walker alleges the defendants acted to "oppress the constitutionally protected rights of the

⁷² Complaint, at 37:17-19.

⁷³ Abrogated, on other grounds, by *Buzz Stew, LLC v. City of N. Las Vegas*, 181 P.3d 670, 672, n.6, (2008).

⁷⁴ Complaint, at 39:6-10.

1 Plaintiff” but does not *anywhere* identify any rights that were allegedly “oppressed,” how so, or by
2 whom. Other than a generic suggestion that transfer of the property is somehow “unlawful,” Plaintiff
3 fails to identify why this transfer would be so. Plaintiff also makes a singular, offhand mention of
4 “fraud” but fails to identify any misrepresentations that were made, by whom, or how this fits into a
5 “conspiracy.” Other than an isolated use of the word “fraud,” Plaintiff Walker does not elaborate
6 what fraud the named defendants allegedly committed, at all.

7 Second, Plaintiff’s Complaint fails to identify any acts in furtherance of the conspiracy.
8 Plaintiff alleges generically that the named defendants “conspired with one another,” but fails to
9 identify any acts undertaken by anyone. Plaintiff makes seemingly random mentions of constitutional
10 rights and “unlawful” transfer of the property but how these fit into a “conspiracy” is not explained.
11 Plaintiff makes mention of a transfer of property “by use of a Quitclaim Deed” but does not explain, at
12 all, how this act is unlawful or fits into a conspiracy. Again, Plaintiff Walker makes a singular
13 mention of “fraud,” but fails to further describe what fraud was committed, how, by whom.

14 Third, finally, Plaintiff’s Complaint fails to identify a conspiracy, at all. Plaintiff Walker
15 mentions baldly and without elaboration that the named defendants “conspired with one another,” but
16 fails to identify how these people conspired or what these people conspired to do.

17 20. PLAINTIFF’S TWENTIETH CAUSE OF ACTION FOR UNJUST ENRICHMENT

18 In Nevada, elements of an unjust enrichment claim are: (1) a benefit conferred by the plaintiff
19 upon the defendant; (2) the defendant’s appreciation of the benefit; (3) acceptance and retention of the
20 benefit by the defendant; and (4) under circumstances where it would be inequitable to retain the
21 benefit without payment. *Leasepartners Corp. Inc. v. Robert L. Brooks Trust*, 113 Nev. 747, 942
22 P.2d, 182, 187 (Nev. 1997).

23 In support of his “unjust enrichment” claim, Plaintiff Walker pleads a jumble of facts that are
24 not supportive of an unjust enrichment cause of action, including irrelevant facts about a “fraudulent
25

1 transfer.”⁷⁵ Plaintiff Walker’s complaint nowhere identifies any benefit that he has conferred upon

2 Ms. Arnone. Plaintiff’s complaint states:

3 “Defendants Jalee Arnone, accepted and received a fraudulent transfer of the title to the
4 property by the use of a Quit Claim Deed, knowingly that the transfer was
fraudulent.”⁷⁶

5 “The Defendant Jalee Arnone had knowledge or should have known that the property
6 had previously purchased by the Plaintiff and therefore, rightfully belonged to the
7 Plaintiff.”⁷⁷

8 “There Plaintiff did not offer to sell the property to Defendant Jalee Arnone and there
9 is no contract that exists between Plaintiff and Jalee Arnone that confers the Defendant
the right to possess the property.”⁷⁸

10 “The Defendant Jalee Arnone owes a duty to act in good conscience with the principals
11 of justice and equity and to return the title for the property to the Plaintiff and for
12 failing to do has been unjustly enriched.”⁷⁹

13 Plaintiff Walker’s own complaint admits that Ms. Arnone received title to the property from
14 *Floyd Grimes, not the Plaintiff*.⁸⁰ Plaintiff’s suggestion that he “did not offer to sell the property to
15 Defendant Jalee Arnone” is not relevant to this cause of action. Plaintiff’s allegation that there is no
16 contract that “confers the Defendant the right to possess the property” is also irrelevant. It is
17 undisputed that Plaintiff Walker has possessed the property at all pertinent times, since 2005.⁸¹ This
18 fact is admitted elsewhere in Plaintiff’s complaint.⁸²

19 This cobbled together assortment of scattered facts and superfluous discussion about a
20 “fraudulent transfer of title” does not meet any of the required elements for a properly pleaded unjust
21 enrichment claim.
22

23 ⁷⁵ Complaint, at 40:6-7.

24 ⁷⁶ *Id.*, at 40:6-7.

⁷⁷ *Id.*, at 40:8-9

⁷⁸ *Id.*, at 40:14-16.

25 ⁷⁹ *Id.*, at 40:22-24.

⁸⁰ *Id.*, at 27:18-21.

⁸¹ *Id.*, at 6:18-7:22.

⁸² *Id.*

1 **21. PLAINTIFF’S TWENTY-FIRST CAUSE OF ACTION FOR FRAUDULENT CONVEYANCE**

2 The Nevada Fraudulent Transfer Act, codified at Nevada Revised Statutes Chapter 112, *et*
3 *seq.*, provides protection for creditors.⁸³ It exists as a civil remedy, not a provision for criminal
4 prosecution and punishments.

5 Plaintiff Walker improperly predicates his twenty-first cause of action for “fraudulent
6 conveyance” upon Nevada Criminal Code, specifically Nevada Revised Statutes 205.365, asserting:

7 “The Defendant Floyd Grimes and Halsey conveyed the ‘property’, with the intent to
8 deceive and defraud the Plaintiff and has violated the Plaintiff’s protected rights under
9 the Nevada Revised Statute. Specifically N.R.S. 205.365.”⁸⁴

10 Again, Plaintiff Walker seems to misunderstand the application of the Nevada Fraudulent
11 Transfer Act and, instead, conflates it with criminal statutes. Nevada Revised Statutes 205.365 makes
12 it a felony to “sell real estate twice.”⁸⁵ Plaintiff cannot recover in a civil action by claims alleged
13 under the Nevada criminal statutes.

14 **22. PLAINTIFF’S TWENTY-SECOND CAUSE OF ACTION FOR “DECEPTIVE TRADE PRACTICE”**

15 Concerning “Deceptive trade practices” for land sale installment contracts, Nevada Revised
16 Statutes 598.0923 provides, in relevant part:

17 NRS 598.0923 “Deceptive trade practice” defined. A person engages in a
18 “deceptive trade practice” when in the course of his or her business or occupation he or
19 she knowingly:

- 20 5. As the seller in a land sale installment contract, fails to:
- 21 (a) Disclose in writing to the buyer:
- 22 (1) Any encumbrance or other legal interest in the real property subject
23 to such contract; or
- 24 (2) Any condition known to the seller that would affect the buyer’s use
25 of such property.
- (b) Disclose the nature and extent of legal access to the real property
 subject to such agreement.

⁸³ Nev. R. Stat. 112.180.

⁸⁴ Complaint, at 41:24-42:1 (Emphasis in original.)

⁸⁵ Nev. Rev. Stat. 205.365.

- (c) Record the land sale installment contract pursuant to NRS 111.315 within 30 calendar days after the date upon which the seller accepts the first payment from the buyer under such a contract.
- (d) Pay the tax imposed on the land sale installment contract pursuant to chapter 375 of NRS.
- (e) Include terms in the land sale installment contract providing rights and protections to the buyer that are substantially the same as those under a foreclosure pursuant to chapter 40 of NRS.

Plaintiff Walker alleges, in support of his “Deceptive trade practice” cause of action, that Defendants Floyd Grimes and Vicki Halsey

“...failed to record the sale of the land sale instalment contract within 30 days after receiving the buyers first payment, pay the tax on the land sale installment contract, and failed to include terms in the land sale installment contract providing rights and protections to the buyer that are substantially the same as those under a foreclosure sale pursuant to chapter 40 of NRS.”⁸⁶

At trial, Plaintiff Walker is prevented from presenting, or even talking about, his alleged written “contract.”⁸⁷ Furthermore, problematically for Plaintiff Walker, no written installment contract exists that was signed by the parties and could be recorded. *It is undisputed that Walker never signed a contract.* The document identified by Walker as “Exhibit 1” to his complaint, which he purports to be an installment contract, recites “Received from Mr. Walker \$360...”,⁸⁸ is apparently a receipt, and is signed only by Vicki Halsey.⁸⁹ Although he claims to be the putative “buyer” of 6253 Rocky Mountain Ave., Mr. Walker’s signature is not on the document, at all.⁹⁰

Based upon Plaintiff Walker’s own allegations there is no installment contract concerning 6253 Rocky Mountain Ave. that could be recorded against the property. It is undisputed that a written land installment contract was presented to Plaintiff Walker by Mr. Grimes, and Plaintiff Walker

⁸⁶ Complaint, at 42:17-24.

⁸⁷ Order Granting Defendants’ Motion in Limine (filed October 5, 2020) at 3:17-19.

⁸⁸ Complaint, Exhibit 1.

⁸⁹ *Id.*

⁹⁰ *Id.*

1 admits, in his complaint, that he never signed it.⁹¹ It is impossible for this Court to find a land
2 installment contract exists, and could be recorded with the Clark County Recorder, when Mr. Walker
3 admittedly has no document signed by all parties to the transaction.

4 **23. PLAINTIFF'S TWENTY-THIRD CAUSE OF ACTION FOR INTENTIONAL INFLICTION OF**
5 **EMOTIONAL DISTRESS**

6 To prevail on a claim for intentional infliction of emotional distress in Nevada, the plaintiff
7 must show (1) extreme and outrageous conduct on the part of the defendant, (2) intent to cause
8 emotional distress or reckless disregard for causing emotional distress, (3) that the plaintiff actually
9 suffered extreme or severe emotional distress, and (4) causation. *Miller v. Jones*, 114 Nev. 1291,
10 1300, 970 P.2d 571, 577 (1998). A plaintiff must present objectively verifiable indicia of the severity
11 of mental distress; otherwise, dismissal of the plaintiff's claims for failure to do so is proper. *Miller*,
12 at 1300, 577.⁹²

13 Plaintiff's twenty-third cause of action fails to allege any conduct predicated an IIED claim.
14 Plaintiff fails to articulate, at all, what "constitutional rights" he claims to have been infringed by any
15 defendant or any causal link to emotional distress, stating only:

16 "Defendants...extreme and outrageous conduct have acting with malice to deprive the
17 Plaintiff of its protected constitutional rights to possession of the property. The
18 Defendants have actions are reckless, and without regard or remorse, to intentionally
19 deprive and oppress the plaintiff of the use and enjoyment of the property."⁹³

20 Additionally, Plaintiff fails, entirely, to present any "verifiable indicia" of emotional distress-
21 or even to describe any emotional distress he has suffered- stating only:

22 "As a direct and proximate result [of Defendants' conduct]...has caused and will cause
23 the Plaintiff to suffer severe and extreme emotional distress..."⁹⁴

24 ⁹¹ Complaint, at 8:2-24.

25 ⁹² Holding that summary judgment was proper where plaintiff failed to present verifiable indicia of the severity of mental distress and depositions testimony about depression was insufficient to raise a genuine issue of material fact.

⁹³ Complaint, at 44:20-24.

⁹⁴ *Id.*, at 45:3-6.

1 **B. PLAINTIFF WALKER IS PROPERLY PREVENTED FROM INTRODUCING ARGUMENTS AND FACTS**
2 **THAT ARE NOT AS PLEADED IN HIS COMPLAINT.**

3 A party's claims and affirmative defenses must be timely asserted in the pleadings. *See,*
4 *Hefetz v. Beavor*, 397 P.3d 472, 326-29, 379 P.3d 472, 475-77 (2017).⁹⁵ A plaintiff's claims must be
5 pleaded in his or her complaint, pursuant to Nevada Rule of Civil Procedure 8(a). The Plaintiff must
6 request the Court's permission to amend his complaint to assert new facts or claims. *Nev. R. Civ. P.*
7 *15(a)(2)*. Prejudice to the opposing party is a necessary consideration when a court considers a
8 motion to amend pleadings. *Fisher v. Exec. Fund Life Ins. Co.*, 88 Nev. 704, 705, 504 P.2d 700, 702
9 (1972).⁹⁶

10 Throughout this case, in his Complaint and all subsequent pleadings, Plaintiff Walker has
11 alleged his position to be predicated upon a written document he has alleged to be a "purchase
12 contract," attached to his Complaint as Exhibit 1. Attached to his Amended Complaint, Plaintiff
13 Walker produced a very low-quality photocopy of a document he asserts to have been signed by
14 defendant Victoria "Vicki" Halsey years ago. All of Plaintiff's claims in his Amended Complaint are
15 predicated upon the claimed written "contract" for purchase of the Property, the Complaint
16 specifically stating:

17 "Plaintiff accepted the Defendants offer, and made a payment toward the purchase
18 price, to Defendant Victoria Halsey. Defendant Victoria Halsey accepted Plaintiff's
19 first payment and provided the Plaintiff with a hand written contract, and promised to
20 provide a formal typed contract on February 01, 2005, at which time the Plaintiff takes
21 possession of the residence. **A copy of Plaintiff's contract with the Defendants is
22 attached hereto as EXHIBIT "1" and is incorporate herein by this reference.**"⁹⁷

23 Consequent to Plaintiff Walker's complete unwillingness to allow any inspection of the
24 original document, this Court issued is Order Granting Defendants' Motion in Limine,⁹⁸ which
25 provides:

⁹⁵ Holding that failure to timely assert Nevada's "one action rule" as a claim or defense constituted waiver of that claim.

⁹⁶ "leave to amend should e permitted when no prejudice to the defendant will result and when justice requires it."

⁹⁷ Complaint, at 7:7-12 (¶17). (emphasis added.)

⁹⁸ Order Granting Defendants' Motion in Limine, filed October 5, 2020.

1 "...Plaintiff Walker is not permitted to use, show, offer, or refer to the document
2 identified by Plaintiff as Bates stamp "PT W-001" at any hearing or trial in this
3 matter."⁹⁹

4 "...Plaintiff Walker is not permitted to use, show, offer, or refer to any copies or
5 reproductions of the document identified by Plaintiff as Bates stamp "PT W-001," in
6 whole or in part, at any hearing or trial in this matter."¹⁰⁰

7 "...Plaintiff Walker is not permitted to offer testimony about, or referring to, the
8 document identified by Plaintiff as Bates stamp "PT W-001," either himself or through
9 other witnesses, at any hearing or trial in this matter."¹⁰¹

10 Accordingly, Plaintiff's claimed "contract" upon which he predicates his entire case and all references
11 to, and testimony about, the document have been ordered excluded by the Court.

12 Plaintiff Walker has suggested he now wishes to bring in *new facts, and a new legal position*,
13 to circumvent the obvious impediment to his claims. At a settlement conference on December 8,
14 2021, the Plaintiff broadcast to the Defendants, through the senior judge overseeing the proceedings,
15 his intent to reframe his case and to predicate his position on entirely new facts.

16 Understanding that he is precluded from talking about his written "contract," it has been
17 suggested by Plaintiff Walker that he now apparently wants to claim his agreement with Floyd Grimes
18 was an *oral* contract instead of the written contract as pleaded in his Complaint. It has been suggested
19 that Plaintiff Walker now wants to claim the newly alleged oral contract is not subject to the statute of
20 frauds because of some equally brand-new, undisclosed "part performance" exemption that was
21 alluded to at the settlement conference but has never been articulated before.

22 It is clear Plaintiff Walker's newly claimed "oral" contract is, in fact, a disguised attempt to
23 circumvent the Court's Order precluding him from talking about the alleged written contract produced
24 as Exhibit 1 to his Complaint. At the December 8, 2020 settlement conference, it was apparent based
25

⁹⁹ Order Granting Defendants' Motion in Limine, at 3:17-19.

¹⁰⁰ *Id.*, at 3:20-23.

¹⁰¹ *Id.*, at 4:2-5.

1 upon Defendants' discussions with the senior settlement judge that Mr. Walker is only attempting to
2 reframe the same alleged "contract" to be construed as an oral contract rather than a written one.

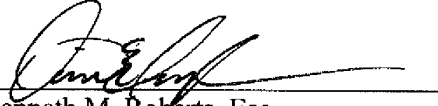
3 Any efforts by Plaintiff Walker to bring novel claims and facts are untimely. Plaintiff Walker
4 made an oral request to the Court and to opposing counsel at the December 19, 2020 pretrial hearing
5 to amend his Complaint, which was properly denied. Plaintiff's efforts to bring new facts and to now
6 reframe the legal position of his case in a surprise move, on the eve of trial, is obviously prejudicial to
7 the Defendants' positions.

8
9 **V.**

CONCLUSION

10 For the reasons explained above, Defendants respectfully request dismissal of Plaintiff's
11 claims and, if this matter continues to a trial, for an Order of this Court preventing Plaintiff Walker
12 from attempting to reference an "oral contract" or bring "part performance" arguments.

13
14 DATED this 5th day of February 2021.

15 
16 Kenneth M. Roberts, Esq.
17 David E. Krawczyk, Esq.
18 DEMPSEY, ROBERTS & SMITH, LTD.
19 1130 Wigwam Parkway
20 Henderson, Nevada 89074
21 Attorneys for Defendants, Counterclaimants
22
23
24
25

DISTRICT COURT
CLARK COUNTY, NEVADA



Thomas Walker, Plaintiff(s)
vs.
Floyd Grimes, Defendant(s)

Case No.: A-18-783375-C
Department 31

NOTICE OF HEARING

Please be advised that the Defendants' Motion for Judgment on the Pleadings in the above-entitled matter is set for hearing as follows:

Date: March 09, 2021
Time: 9:00 AM
Location: RJC Courtroom 12B
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Imelda Murrieta
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Imelda Murrieta
Deputy Clerk of the Court



1 CERT
2 KENNETH M. ROBERTS, ESQ.
3 Nevada Bar No. 4729
4 DAVID E. KRAWCZYK, ESQ.
5 Nevada Bar No. 12423
6 DEMPSEY, ROBERTS & SMITH, LTD.
7 1130 Wigwam Parkway
8 Henderson, Nevada 89074
9 Tel: 702-388-1216
10 Fax: 702-388-2514
11 E-Mail: kenroberts@drs ltd.com
12 Attorney for Defendants

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 THOMAS WALKER,
11
12 Plaintiff,

13 vs.

14 FLOYD WAYNE GRIMES, an individual, WBG
15 TRUST, Floyd Grimes, and Elizabeth Grimes as
16 Trustees, ELIZABETH GRIMES, an individual,
17 VICTORIA JEAN HALSEY, an individual and as
18 the Agent of Floyd Wayne Grimes, JALEE
19 ARNONE, an individual, and PETER ARNONE,
20 an individual, DOES 1 through 20, and ROE
21 BUSINESS ENTITIES 20 through 50, inclusive,

22 Defendants.

23 FLOYD WAYNE GRIMES, an individual,
24
25 Counterclaimant,

26 vs.

27 THOMAS WALKER, an individual, DOES 1
28 through 10, ROE ENTITIES 11 through 20,
29 inclusive,

30 Counterdefendants.

CASE NO.: A-18-783375-C

DEPT. NO.: XXXI

CERTIFICATE OF
MAILING

Dempsey, Robert & Smith, Ltd.
1130 Wigwam Parkway, Henderson, NV 89074
Tel 702-388-1216 Fax 702-388-2514 E-mail drsltd@drs ltd.com

CERTIFICATE OF MAILING

I hereby certify that pursuant to Rule 5(b) of the NRCP, on the 8th day of February 2021, I served a copy of the *Defendants' Motion for Judgment on the Pleadings* upon all interested parties by depositing copies of the same in a sealed envelope, in the United States Mail, First Class Postage fully prepaid, and addressed to:

THOMAS WALKER
6253 Rocky Mountain Avenue
Las Vegas, Nevada 89156

/s/Elsa McMurtry
Elsa McMurtry, an Employee of
Dempsey, Roberts & Smith, Ltd.

CHAMBERS:
702-671-3634

LAW CLERK:
702-671-0899

MEMO
DISTRICT COURT
DEPARTMENT XXXI

Electronically Filed
3/5/2021 2:44 PM
Steven D. Grierson
CLERK OF THE COURT



To:	ALL COUNSEL and/or PARTIES PRO SE – SERVED VIA E-SERVICE and/or E-MAIL
From:	DEPARTMENT 31
Subject:	HEARING SCHEDULED MARCH 9, 2021 **Please review entire Memo**
Date:	FEBRUARY 26, 2021

Dear Counsel and/or Parties,

Pursuant to the Court's Administrative Orders and the Governor's directives regarding the COVID-19 pandemic, which were implemented to increase efforts to keep the public and employees safe while still serving the needs of the community and ensuring access to justice, Department 31 is evaluating all hearings and matters on its docket.

Therefore, the Court will be hearing this matter by remote appearances only. All counsel/parties must attend either audio/visually through **Bluejeans**, via the information provided below; or by contacting **CourtCall**, 888-882-6878, which will require prior approval from the Court. Pursuant to Administrative Order 20-17, the preferred method of remote appearances is audio/video conference through Bluejeans, as it is free and aids the Court and parties with creating a better record; however, phone appearances are also acceptable.

If appearing via Bluejeans, the connection information is:

Phone Dial-in

+1.408.419.1715 (United States(San Jose))

+1.408.915.6290 (United States(San Jose))

(Global Numbers)

From internet browser, copy and paste:

<https://bluejeans.com/600223517>

Room System

199.48.152.152 or bjn.vc

Meeting ID: 600 223 517

INSTRUCTIONS FOR APPEARING VIA BLUEJEANS:

Please ensure that you are able to connect prior to the hearing. You may test your connection at: <https://bluejeans.com/111>. Below are a few guidelines that must be followed when appearing remotely:

1. If appearing audio/visually via computer or an app, it is very helpful for the Court to identify participants if parties provide their names versus just the phone number.

2. You should connect for your remote appearance at least **5 minutes prior to your SCHEDULED hearing time, NOT the Bluejeans session time.** However, due to multiple matters scheduled at the same time, there may be a delay in your case being called, so please be patient.
3. **Upon connection, please place your phone on MUTE and wait for your matter to be called.** If you are interrupted for any reason, please **DO NOT place the call on hold,** it will interrupt other matters being heard and we will hear background music. Either set your phone down and step away (**while it is on mute**), or please hang up and then reconnect when you are ready.
****To mute/unmute: Press *4 on your phone keypad to mute (and unmute) your microphone within the BlueJeans system; or if using your computer, click on the microphone icon or "M" on your keyboard.****
4. **Background noise is very disturbing** and it does not allow for a good record. **Please refrain from using the speaker mode on your phone and use the hand-set.** The record will be much clearer.
5. When your case is called - to make your appearance, please clearly state your name, bar number, and the party you represent – with Plaintiff's counsel appearing first. **Please state your name EACH and EVERY time you speak to ensure a complete record.**
6. If you are only a participant/interested party listening to the hearing, you must make your appearance and after making your appearance, please ensure to adhere to the same instructions and please ensure your phone remains on mute for the entire hearing.
7. Please be patient until your case is called and please be considerate of others who are participating remotely.

We appreciate your cooperation during these difficult and unprecedented times.

Thank you,

Tracy L. Cordoba
Judicial Executive Assistant to the
Honorable Joanna S. Kishner



1 **OPP**
THOMAS WALKER
2 6253 Rocky Mountain Ave
Las Vegas, Nevada 89156
3 (702) 619-1256
Twalkercivil3@gmail.com
4 In Proper Person

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

7 THOMAS WALKER, an individual,

8 Petitioner

9 vs.

10 FLOYD WAYNE GRIMES, an individual, WBG
TRUST, Floyd Grimes and Elizabeth Grimes, as
11 Trustees, ELIZABETH GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual and as
12 Agent for Floyd Wayne Grimes, JALEE ARNONE,
an individual, and PETER ARNONE, an individual,
13 DOES 1 through 20, and ROE BUSINESS
ENTITIES 20 through 50, inclusive

14 Defendant(s)

Case No: A-18-783375-C

Dept. No.: XXXI

Date of Hearing: March 09, 2020

Time of Hearing: 9:00 o'clock AM

PLAINTIFF'S OPPOSITION

16 **PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION FOR JUDGEMENT ON**
17 **THE PLEADINGS**

18 COMES NOW Plaintiff/Counter-defendant Thomas Walker, *Pro Se*, and hereby files its
19 Plaintiff's Opposition To Defendant's Motion For Judgment On The Pleadings.

20 This Opposition is made and based upon the pleadings and papers on file herein, the
21 following memorandum of points and authorities, Affidavits of the parties, and any oral
22 argument the Court may entertain at the time of the hearing on this matter.

23 **I.**
24 **INTRODUCTION**

25 The Plaintiff's lawsuit against the Defendants, for its myriad twenty-three cause of

1 action, alleges that the Defendant have deprived the Plaintiff of its rights to ownership and
2 enjoyments of the property it purchased, from the Defendants. Further alleging that the
3 Defendants actions have been intentional, outrageous and malicious, and the Defendant's acted
4 in concert with one another.

5 The Plaintiff specifically alleges that the Defendant Floyd Grimes conveyed the title to
6 the property, purchased by the Plaintiff, to the Defendant Jalee Arnone.

7 II.

8 STATEMENT OF FACTS

9 1. The Defendants admit in its pleadings to the Plaintiff's allegation?

10 Defendants answered the Plaintiff's lawsuit when it filed its verified answers titled
11 "Defendants' Answers To Plaintiff's Complaint And Counterclaim"

12 **"Plaintiff's 1st Amended Complaint"**

13 "204. On or about August 13, 2018 the Defendant's Floyd Grimes and Elizabeth Grimes
14 acting as Trustee of the WBG Trust conveyed the property, purchased by the Plaintiff, to
the Defendant Jalee Arnone."

15 The Defendants admissions:

16 **"Defendants' Answers to Plaintiff's Complaint And Counterclaim"**

- 17 1. Admits each and every allegation set forth in Paragraphs 1, 5, 7, 8, 10, 11, 20, 51, 57,
18 65, 69, 73, 75, 76, 77, 81, 84, 88, 94, 97, 98, 110, 173, **204**, 210, and 218 of Plaintiffs
Complaint on file herein.

19
20 Defendants affirmed their admissions in the Defendant's amended pleading titled "Defendants'
21 1st Amended Answers To The Plaintiff's Complaint And Counterclaim"

22 **"Defendants' 1st Amended Answers to Plaintiff's Complaint And Counterclaim"**

- 23 1. Admits each and every allegation set forth in Paragraphs 1, 5, 7, 8, 11, 20, 54, 57, 65,
24 69, 75, 76, 77, 84, 88, 94, 97, 173, **204**, and 210 of Plaintiff's Complaint on file
herein.

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Dated this 8th day of March 2021,

Respectfully submit by:



Thomas Walker
6253 Rocky Mountain Avenue
Las Vegas, Nevada 89156
(702) 619-1256
twalkercivil3gmail.com
Plaintiff, In Proper Person



1 **AFFD**
THOMAS WALKER
2 6253 Rocky Mountain Ave
Las Vegas, Nevada 89156
3 (702) 619-1256
Twalkercivil3@gmail.com
4 In Proper Person

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

7 THOMAS WALKER, an individual,

8 Petitioner

9 vs.

10 FLOYD WAYNE GRIMES, an individual, WBG
TRUST, Floyd Grimes and Elizabeth Grimes, as
11 Trustees, ELIZABETH GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual and as
12 Agent for Floyd Wayne Grimes, JALEE ARNONE,
an individual, and PETER ARNONE, an individual,
13 DOES 1 through 20, and ROE BUSINESS
ENTITIES 20 through 50, inclusive

14 Defendant(s)
15

Case No: A-18-783375-C

Dept. No.: XXXI

Date of Hearing: March 09, 2020

Time of Hearing: 9:00 o'clock AM

PLAINTIFF'S AFFIDAVIT IN
SUPPORT OF OPPOSITION

16 **AFFIDAVIT OF THOMAS WALKER IN SUPPORT OF PLAINTIFFS OPPOSITION**

17 I, THOMAS WAKER, being first duly sworn, do hereby swear (or affirm) under penalty
18 of perjury, that the forgoing assertions are true of my own personal knowledge.

19 1. On or about August 13, 2018 Defendant Floyd Grimes and Defendant Bety Grimes, as
20 Trustees of the WBG Trust, formally known as the Wayne and Betty Grimes Trust, conveyed the
21 title for the property I purchased from Defendant Grimes, to Co-Defendant Jalee Arnone for
22 \$15,000.

23 2. Defendants have admitted to the allegations in the Complaint in their Answers to my
24 Complaint.

25 3. Defendant admitted refuse to convey the title to the property I purchased, then have

1 refused to grant permission to the water company so I can turn my water on. Even after the judge
2 told them it was against the law and they could be sued.

3 4. Defendants have tormented me for the last 4 years and have followed through with their
4 malicious threats to have me thrown out if I don't agree to sign another contract and pay more
5 money.

6 5. Defendants demand another \$150,000. from me after I paid them over \$90,000. Then sell
7 it to the Co-Defendant for \$15,000. And the whole time never saying anything to me.

8 6. Co-Defendant claims I am renting from her yet, has never contacted or sought any money
9 from me until after I filed my lawsuit.

10 7. I own the property I am the only person in possession of the residence and have been in
11 possession of the residence for a continuous 15 years. The Defendants even admit it. Now I just
12 want to get the title to my property and my water turned on.

13 Dated this 8th day of March 2021,

14
15 Respectfully submit by:



16 _____
17 Thomas Walker
18
19
20
21
22
23
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25



1 **MOX**
THOMAS WALKER
2 6253 Rocky Mountain Ave
Las Vegas, Nevada 89156
3 (702) 619-1256
Twalkercivil3@gmail.com
4 In Proper Person

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

7 THOMAS WALKER, an individual,

8 Petitioner

9 vs.

10 FLOYD WAYNE GRIMES, an individual, WBG
TRUST, Floyd Grimes and Elizabeth Grimes, as
11 Trustees, ELIZABETH GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual and as
12 Agent for Floyd Wayne Grimes, JALEE ARNONE,
an individual, and PETER ARNONE, an individual,
13 DOES 1 through 20, and ROE BUSINESS
ENTITIES 20 through 50, inclusive

14 Defendant(s)

Case No: A-18-783375-C

Dept. No.: XXXI

Date of Hearing: March 09, 2020

Time of Hearing: 9:00 o'clock AM

PLAINTIFF'S MOTION TO
EXTEND TIME TO FILE
RESPONSE TO
DEFENDANT'S MOTION
FOR JUDGMENT ON THE
PLEADINGS UNDER EDCR
2.25

18
19 **PLAINTIFF'S MOTION TO EXTEND TIME TO FILE RESPONSE TO**
DEFENDANT'S MOTION FOR JUDGMENT ON THE PLEADINGS
20 **UNDER EDCR 2.25**

21 First Request

- 22 1. PLAINTIFF, THOMAS WALKER, Pro-Se, requests an enlargement of time to prepare a
23 responsive filing to DEFENDANT'S MOTION FOR JUDGEMENT ON THE PLEADINGS. As
24 PLAINTIFF is unable to respond within the procedural deadline.
25 2. The filing to which a response is due was served on PLAINTIFF on, February 05, 2021,

1 and is scheduled to be heard on March 09, 2021. A previous extension of time was not granted.

2 3. The time within which the responsive filing is due has already expired, the failure to act
3 was the result of excusable neglect, namely the number of issues presented in the case

4 4. Additional time is requested to prepare the responsive filing, so that it is due on March
5 09, 2021 or any other date the Court deems proper.

6 5. Movant does not believe the requested extension of time will have a material adverse
7 effect on the legitimate interests of any person.

8 6. A copy of the Plaintiff's response is attached as Exhibit 1.

9 7. A proposed order is attached as Exhibit 2.

10 DATED this 9th day of March 2021,

11
12 Respectfully submit by:



13 Thomas Walker
14 6253 Rocky Mountain Avenue
15 Las Vegas, Nevada 89156
16 (702) 619-1256
17 twalkercivil3@gmail.com
18 In Proper person
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EXHIBIT 1

1 **OPP**
THOMAS WALKER
2 6253 Rocky Mountain Ave
Las Vegas, Nevada 89156
3 (702) 619-1256
Twalkercivil3@gmail.com
4 In Proper Person

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

7 THOMAS WALKER, an individual,

8 Petitioner

9 vs.

10 FLOYD WAYNE GRIMES, an individual, WBG
TRUST, Floyd Grimes and Elizabeth Grimes, as
11 Trustees, ELIZABETH GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual and as
12 Agent for Floyd Wayne Grimes, JALEE ARNONE,
an individual, and PETER ARNONE, an individual,
13 DOES 1 through 20, and ROE BUSINESS
ENTITIES 20 through 50, inclusive

14 Defendant(s)
15

Case No: A-18-783375-C

Dept. No.: XXXI

Date of Hearing: March 09, 2020

Time of Hearing: 9:00 o'clock AM

PLAINTIFF'S AFFIDAVIT OF
OPPOSITION

16 **PLAINTIFF'S AFFIDAVIT OF OPPOSITION TO DEFENDANT'S MOTION FOR**
17 **JUDGEMENT ON THE PLEADINGS**

18 COMES NOW Plaintiff/Counter-defendant Thomas Walker, *Pro Se*, and hereby files its
19 Plaintiff's Affidavit Of Opposition To Defendant's Motion For Judgment On The Pleadings.

20 This Affidavit Of Opposition is made and based upon the pleadings and papers on file
21 herein, the following memorandum of points and authorities, Affidavits of the parties, and any
22 oral argument the Court may entertain at the time of the hearing on this matter.

23 **I.**
24 **INTRODUCTION**

25 The Plaintiff's lawsuit against the Defendants, for its myriad twenty-three cause of

1 action, alleges that the Defendant have deprived the Plaintiff of its rights to ownership and
2 enjoyments of the property it purchased, from the Defendants. Further alleging that the
3 Defendants actions have been intentional, outrageous and malicious, and the Defendant's acted
4 in concert with one another.

5 The Plaintiff specifically alleges that the Defendant Floyd Grimes conveyed the title to
6 the property, purchased by the Plaintiff, to the Defendant Jalee Arnone.

7 II.

8 STATEMENT OF FACTS

9 1. The Defendants admit in its pleadings to the Plaintiff's allegation?

10 Defendants answered the Plaintiff's lawsuit when it filed its verified answers titled
11 "Defendants' Answers To Plaintiff's Complaint And Counterclaim"

12 **"Plaintiff's 1st Amended Complaint"**

13 "204. On or about August 13, 2018 the Defendant's Floyd Grimes and Elizabeth Grimes
14 acting as Trustee of the WBG Trust conveyed the property, purchased by the Plaintiff, to
the Defendant Jalee Arnone."

15 The Defendants admissions:

16 **"Defendants' Answers to Plaintiff's Complaint And Counterclaim"**

- 17 1. Admits each and every allegation set forth in Paragraphs 1, 5, 7, 8, 10, 11, 20, 51, 57,
18 65, 69, 73, 75, 76, 77, 81, 84, 88, 94, 97, 98, 110, 173, **204**, 210, and 218 of Plaintiffs
Complaint on file herein.

19
20 Defendants affirmed their admissions in the Defendant's amended pleading titled "Defendants'
21 1st Amended Answers To The Plaintiff's Complaint And Counterclaim"

22 **"Defendants' 1st Amended Answers to Plaintiff's Complaint And Counterclaim"**

- 23 1. Admits each and every allegation set forth in Paragraphs 1, 5, 7, 8, 11, 20, 54, 57, 65,
24 69, 75, 76, 77, 84, 88, 94, 97, 173, **204**, and 210 of Plaintiff's Complaint on file
herein.

25 //

1 **III.**
2 **ARGUMENT**

3 The Defendants in its own verified pleadings admit to the Plaintiffs allegations. The
4 Defendants re-affirmed its answers by filing its amendment to its pleadings. The Defendants
5 ignore its admission, and attempt to demand that the Plaintiff needs to further prove, facts
6 already admitted to by the Defendants in the pleadings, when in fact case law establishes:

7 “Where a fact is admitted by the pleadings there is no necessity of proof upon the
8 point.” *Carlyon v Lannan*, 4 Nev. 156; *Smith v Lee*, 10 Nev. 208; *Warren v*
9 *Wilson*, 45 Nev.272, 210 P. 204; *Conlin v Osborn*, 161.Cal, 120 P. 755;
10 *Townsend v Sutherland*, 3 Cal.App. 115, 84 P. 435; *Harvey v Denver R.G.R. Co.*,
11 *56 Colo. 570, 139 p. 1098; Brown v Hartford Fire Ins. Co.*, 108 Okla. 90, 234 P.
12 352.

13 Defendant’s motion and Counterclaim are erroneous and properly should be dismissed as the
14 facts of the case, having been admitted to by the Defendant’s only affirms the Plaintiff’s claims
15 and any there is no testimony the that any party can give to the contrary, as established in similar
16 cases, where the Courts held:

17 Admitted testimony cannot vary the admissions of the Pleading.
18 *Manni v Bowman* 26, Nev, 451, 69 P. 995

19 **IV.**
20 **CONCLUSION**

21 Defendants Motion For Judgment On The Pleadings is made on the grounds that the
22 Plaintiff must somehow further prove its allegations, when the Defendants, in its own verified
23 pleadings, admit to the Plaintiffs allegations, and further re-affirm its admissions to the Plaintiffs
24 allegation in its amended pleadings, is erroneous and for the reasons stated herein the Defendants
25 motion for judgment on the pleadings should not be granted to the Defendants, rather judgement
should be granted in favor of the Plaintiff.

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Dated this 8th day of March 2021,

Respectfully submit by:



Thomas Walker
6253 Rocky Mountain Avenue
Las Vegas, Nevada 89156
(702) 619-1256
twalkercivil3gmail.com
Plaintiff, In Proper Person

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EXHIBIT 2

1 **ORDR**
THOMAS WALKER
2 6253 Rocky Mountain Ave
Las Vegas, Nevada 89156
3 (702) 619-1256
Twalkercivil3@gmail.com
4 In Proper Person

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

7 THOMAS WALKER, an individual,

8 Petitioner

9 vs.

10 FLOYD WAYNE GRIMES, an individual, WBG
TRUST, Floyd Grimes and Elizabeth Grimes, as
11 Trustees, ELIZABETH GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual and as
12 Agent for Floyd Wayne Grimes, JALEE ARNONE,
an individual, and PETER ARNONE, an individual,
13 DOES 1 through 20, and ROE BUSINESS
ENTITIES 20 through 50, inclusive

14 Defendant(s)
15
16

Case No: A-18-783375-C

Dept. No.: XXXI

Date of Hearing: March 09, 2020

Time of Hearing: 9:00 o'clock AM

ORDER RE:
REQUEST FOR
ENLARGEMENT OF TIME
TO FILE RESPONSE

17 **ORDER RE:**
18 **REQUEST FOR ENLARGEMENT OF TIME TO FILE RESPONSE**

19 IT IS HEREBY ORDERED that PLAINTIFF THOMAS WALKER, request for enlargement of time is
20 GRANTED.

21 The responsive filing shall be due on March 09, 2021

22 DATED this 9th day of March 2021,

23 _____
Honorable Joanna Kishner
24
25



1 AMEN
THOMAS WALKER
2 6253 Rocky Mountain Ave
Las Vegas, Nevada 89156
3 (702) 619-1256
Twalkercivil3@gmail.com
4 In Proper Person

5 DISTRICT COURT
6 CLARK COUNTY, NEVADA

7 THOMAS WALKER, an individual,

8 Petitioner

9 vs.

10 FLOYD WAYNE GRIMES, an individual, WBG
TRUST, Floyd Grimes and Elizabeth Grimes, as
11 Trustees, ELIZABETH GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual and as
12 Agent for Floyd Wayne Grimes, JALEE ARNONE,
an individual, and PETER ARNONE, an individual,
13 DOES 1 through 20, and ROE BUSINESS
ENTITIES 20 through 50, inclusive

14 Defendant(s)

Case No: A-18-783375-C

Dept. No.: XXXI

Date of Hearing: March 09, 2020

Time of Hearing: 9:00 o'clock AM

**PLAINTIFF'S AMENDED
OPPOSITION**

16 **PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION FOR JUDGEMENT ON**
17 **THE PLEADINGS**

18 COMES NOW Plaintiff/Counter-defendant Thomas Walker, *Pro Se*, and hereby files its
19 Plaintiff's Opposition To Defendant's Motion For Judgment On The Pleadings.

20 This Opposition is made and based upon the pleadings and papers on file herein, the
21 following memorandum of points and authorities, Affidavits of the parties, and any oral
22 argument the Court may entertain at the time of the hearing on this matter.

23 **I.**
24 **INTRODUCTION**

25 The Plaintiff's lawsuit against the Defendants, for its myriad twenty-three cause of

1 action, alleges that the Defendant have deprived the Plaintiff of its rights to ownership and
2 enjoyments of the property it purchased, from the Defendants. Further alleging that the
3 Defendants actions have been intentional, outrageous and malicious, and the Defendant's acted
4 in concert with one another.

5 The Plaintiff specifically alleges that the Defendant Floyd Grimes conveyed the title to
6 the property, purchased by the Plaintiff, to the Defendant Jalee Arnone.

7 II.

8 STATEMENT OF FACTS

9 1. The Defendants admit in its pleadings to the Plaintiff's allegation?

10 Defendants answered the Plaintiff's lawsuit when it filed its verified answers titled
11 "Defendants' Answers To Plaintiff's Complaint And Counterclaim"

12 **"Plaintiff's 1st Amended Complaint"**

13 "204. On or about August 13, 2018 the Defendant's Floyd Grimes and Elizabeth Grimes
14 acting as Trustee of the WBG Trust conveyed the property, purchased by the Plaintiff, to
the Defendant Jalee Arnone."

15 The Defendants admissions:

16 **"Defendants' Answers to Plaintiff's Complaint And Counterclaim"**

- 17 1. Admits each and every allegation set forth in Paragraphs 1, 5, 7, 8, 10, 11, 20, 51, 57,
18 65, 69, 73, 75, 76, 77, 81, 84, 88, 94, 97, 98, 110, 173, **204**, 210, and 218 of Plaintiffs
Complaint on file herein.

19
20 Defendants affirmed their admissions in the Defendant's amended pleading titled "Defendants'
21 1st Amended Answers To The Plaintiff's Complaint And Counterclaim"

22 **"Defendants' 1st Amended Answers to Plaintiff's Complaint And Counterclaim"**

- 23 1. Admits each and every allegation set forth in Paragraphs 1, 5, 7, 8, 11, 20, 54, 57, 65,
24 69, 75, 76, 77, 84, 88, 94, 97, 173, **204**, and 210 of Plaintiff's Complaint on file
herein.

25 //

1 Plaintiff that the honorable Court allow the matter to follow the current Scheduling Order and the
2 Defendant's admissions in the pleadings not be disrupted.

3 Dated this 9th day of March 2021,

4

5

Respectfully submit by:



6

Thomas Walker
6253 Rocky Mountain Avenue
Las Vegas, Nevada 89156
(702) 619-1256
twalkercivil3@gmail.com
Plaintiff, In Proper Person

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1 **AFFD**
THOMAS WALKER
2 6253 Rocky Mountain Ave
Las Vegas, Nevada 89156
3 (702) 619-1256
Twalkercivil3@gmail.com
4 In Proper Person

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

7 THOMAS WALKER, an individual,

8 Petitioner

9 vs.

10 FLOYD WAYNE GRIMES, an individual, WBG
TRUST, Floyd Grimes and Elizabeth Grimes, as
11 Trustees, ELIZABETH GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual and as
12 Agent for Floyd Wayne Grimes, JALEE ARNONE,
an individual, and PETER ARNONE, an individual,
13 DOES 1 through 20, and ROE BUSINESS
ENTITIES 20 through 50, inclusive

14 Defendant(s)
15

Case No: A-18-783375-C

Dept. No.: XXXI

Date of Hearing: March 09, 2020

Time of Hearing: 9:00 o'clock AM

PLAINTIFF'S AFFIDAVIT IN
SUPPORT OF AMENDED
OPPOSITION

16 **AFFIDAVIT OF THOMAS WALKER IN SUPPORT OF PLAINTIFFS OPPOSITION**

17 I, THOMAS WAKER, being first duly sworn, do hereby swear (or affirm) under penalty
18 of perjury, that the forgoing assertions are true of my own personal knowledge.

19 1. On or about August 13, 2018 Defendant Floyd Grimes and Defendant Bety Grimes, as
20 Trustees of the WBG Trust, formally known as the Wayne and Betty Grimes Trust, conveyed the
21 title for the property I purchased from Defendant Grimes, to Co-Defendant Jalee Arnone for
22 \$15,000.

23 2. Defendants have admitted to the allegations in the Complaint in their Answers to my
24 Complaint.

25 3. Defendant admitted refuse to convey the title to the property I purchased, then have

1 refused to grant permission to the water company so I can turn my water on. Even after the judge
2 told them it was against the law and they could be sued.

3 4. Defendants have tormented me for the last 4 years and have followed through with their
4 malicious threats to have me thrown out if I don't agree to sign another contract and pay more
5 money.

6 5. Defendants demand another \$150,000. from me after I paid them over \$90,000. Then sell
7 it to the Co-Defendant for \$15,000. And the whole time never saying anything to me.

8 6. Co-Defendant claims I am renting from her yet, has never contacted or sought any money
9 from me until after I filed my lawsuit.

10 7. I own the property I am the only person in possession of the residence and have been in
11 possession of the residence for a continuous 15 years. The Defendants even admit it. Now I just
12 want to get the title to my property and my water turned on.

13 Dated this 8th day of March 2021,

14
15 Respectfully submit by:



16 Thomas Walker
17 6253 Rocky Mountain Avenue
18 Las Vegas, Nevada 89156
19 (702) 619-1256
20 twlkercivil3@gmail.com
21 In Proper Person
22
23
24
25



1 CNND

2 **DISTRICT COURT**
3 **CLARK COUNTY, NEVADA**

4
5 Thomas Walker, Plaintiff(s)

A-18-783375-C

6 vs.

Department 31

7
8 Floyd Grimes, Defendant(s)

9
10 **CLERK'S NOTICE OF NONCONFORMING DOCUMENT**

11
12 Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, notice is
13 hereby provided that the following electronically filed document does not conform to the
14 applicable filing requirements:

15
16
17 Title of Nonconforming Document:

Plaintiff's Motion to Extend Time
to File Response to Defendant's
Motion for Judgment on the
Pleadings Under EDCR 2.25

18 Party Submitting Document for Filing:

Plaintiff

19 Date and Time Submitted for Electronic
20 Filing:

03/09/21 at 7:33 AM

21 Reason for Nonconformity Determination:

- 22
23 ☐ The document filed to commence an action is not a complaint, petition,
24 application, or other document that initiates a civil action. *See* Rule 3 of the
25 Nevada Rules of Civil Procedure. In accordance with Administrative Order 19-5,
26 the submitted document is stricken from the record, this case has been closed and
27 designated as filed in error, and any submitted filing fee has been returned to the
28 filing party.

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- ☐ The document initiated a new civil action and a cover sheet was not submitted as required by NRS 3.275.
- ☐ The document was not signed by the submitting party or counsel for said party.
- ☐ The document filed was a court order that did not contain the signature of a judicial officer. In accordance with Administrative Order 19-5, the submitted order has been furnished to the department to which this case is assigned.
- ☒ Motion does not have a hearing designation per Rule 2.20(b). Motions must include designation "Hearing Requested" or "Hearing Not Requested" in the caption of the first page directly below the Case and Department Number.

Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, a nonconforming document may be cured by submitting a conforming document. All documents submitted for this purpose must use filing code "**Conforming Filing – CONFILE**." Court filing fees will not be assessed for submitting the conforming document. Processing and convenience fees may still apply.

Dated this: 10th day of March, 2021

By: /s/ Marie Kramer
Deputy District Court Clerk

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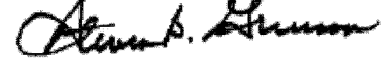
By: /s/ Marie Kramer
Deputy District Court Clerk

CHAMBERS:
702-671-3634

LAW CLERK:
702-671-0899

MEMO
DISTRICT COURT
DEPARTMENT XXXI

Electronically Filed
3/15/2021 3:10 PM
Steven D. Grierson
CLERK OF THE COURT



To:	ALL COUNSEL and/or PARTIES PRO SE – SERVED VIA E-SERVICE and/or E-MAIL
From:	DEPARTMENT 31
Subject:	HEARING SCHEDULED MARCH 18, 2021 **Please review entire Memo**
Date:	MARCH 15, 2021

Dear Counsel and/or Parties,

Pursuant to the Court's Administrative Orders and the Governor's directives regarding the COVID-19 pandemic, which were implemented to increase efforts to keep the public and employees safe while still serving the needs of the community and ensuring access to justice, Department 31 is evaluating all hearings and matters on its docket.

Therefore, the Court will be hearing this matter by remote appearances only. All counsel/parties must attend either audio/visually through **Bluejeans**, via the information provided below; or by contacting **CourtCall**, 888-882-6878, which will require prior approval from the Court. Pursuant to Administrative Order 20-17, the **preferred** method of remote appearances **is audio/video conference through Bluejeans**, as it is free and significantly aids the Court and parties with creating a better record; however, phone appearances are also acceptable.

If appearing via Bluejeans, the connection information is:

Phone Dial-in

+1.408.419.1715 (United States(San Jose))

+1.408.915.6290 (United States(San Jose))

(Global Numbers)

From internet browser, copy and paste:

<https://bluejeans.com/451734036>

Room System

199.48.152.152 or bjn.vc

Meeting ID: 451 734 036

INSTRUCTIONS FOR APPEARING VIA BLUEJEANS:

Please ensure that you are able to connect prior to the hearing. You may test your connection at: <https://bluejeans.com/111>. Below are a few guidelines that must be followed when appearing remotely:

1. If appearing audio/visually via computer or an app, it is **very** helpful for the Court to identify participants if parties provide their names versus just the phone number. Additionally, please check in for your matter in the "Chat" box.
2. You should connect for your remote appearance at least **5 minutes prior to your SCHEDULED hearing time, NOT the Bluejeans session time.** However, due to multiple matters scheduled at the same time, there may be a delay in your case being called, so please be patient.
3. **Upon connection, please place your phone on MUTE and wait for your matter to be called.** If you are interrupted for any reason, please **DO NOT place the call on hold,** it will interrupt other matters being heard and we will hear background music. Either set your phone down and step away (**while it is on mute**), or please hang up and then reconnect when you are ready.
****To mute/unmute: Press *4 on your phone keypad to mute (and unmute) your microphone within the BlueJeans system; or if using your computer, click on the microphone icon or "M" on your keyboard.****
4. Background noise is very disturbing and it does not allow for a good record. **Please refrain from using the speaker mode on your phone and use the hand-set.** The record will be much clearer. Please do not connect while driving.
5. When your case is called - to make your appearance, please clearly state your name, bar number, and the party you represent – with Plaintiff's counsel appearing first. **Please state your name EACH and EVERY time you speak to ensure a complete record.**
6. If you are only a participant/interested party listening to the hearing, you must make your appearance and after making your appearance, please ensure to adhere to the same instructions and please ensure your phone remains on mute for the entire hearing.
7. Please be patient until your case is called and please be considerate of others who are participating remotely.

We appreciate your cooperation during these difficult and unprecedented times.

Thank you,

Tracy L. Cordoba
Judicial Executive Assistant to the
Honorable Joanna S. Kishner



1 **ORDR**
KENNETH M. ROBERTS, ESQ.
2 Nevada Bar No. 04729
DEMPSEY, ROBERTS & SMITH, LTD.
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4 Tel: (702) 388-1216
Fax: (702) 388-2514
5 Kenroberts@drsltd.com
Attorneys for Defendants
6 Floyd Grimes, Jalee Arnone,
Elizabeth Grimes, Victoria Jean Halsey,
7 WBG Trust

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 THOMAS WALKER, an individual,
Plaintiff,
11 v.

CASE NO. A-18-783375-C
Dept. No. ~~XX~~ 31

12 FLOYD W. GRIMES, WBG TRUST,
13 ELIZABETH GRIMES, VICTORIA JEAN
HALSEY, JALEE ARNONE, PETER
14 ARNONE, DOES 1 through 20, and ROE
BUSINESS ENTITIES 20 through 50,
15 inclusive,
Defendants.

**ORDER GRANTING IN PART, AND
DENYING IN PART, DEFENDANTS'
MOTION FOR JUDGMENT ON THE
PLEADINGS**

16
17 And related matters.

18 Defendants' *Motion for Judgment on the Pleadings* having come on for hearing before the Court
19 on the 9th day of March 2021, Plaintiff Walker appearing pro se and Kenneth M. Roberts, Esq., and
20 David E. Krawczyk, Esq., of the law firm of Dempsey, Roberts & Smith, Ltd., appearing for and on
21 behalf of Defendants Floyd Grimes, Elizabeth Grimes, Victoria Jean Halsey, Jalee Arnone and the WBG
22 Trust, the Court having reviewed all of the papers and pleadings filed in this matter, the Court being fully
23 advised in the premises, and with good cause appearing therefore, finds and orders as follows:

24 ...
25

FINDINGS

THE COURT FINDS that Plaintiff Walker's Opposition to Defendants' Motion for Judgment on the Pleadings and Plaintiff's Request for Continuance were filed and served on the day of the hearing on this matter, and therefore untimely under Eighth Judicial District Court Rule 2.20.

THE COURT FURTHER FINDS that Plaintiff Walker has been previously admonished by the Court about the importance of timely filing court documents on numerous occasions in the past, as acknowledged by the Plaintiff himself at the hearing of this matter.

THE COURT FURTHER FINDS, concerning each of Plaintiff Walker's causes of action that is dismissed by this Order, that each is dismissed for procedural noncompliance with Eighth Judicial District Court Rule 2.20, additionally to the substantive bases for dismissal as stated herein.

INJUNCTIVE RELIEF; PLAINTIFF'S FIRST CAUSE OF ACTION.

THE COURT FURTHER FINDS that Nevada Revised Statutes 205.365 is a statute assessing penalties for criminal conduct without providing a civil cause of action.

THE COURT FURTHER FINDS that because Plaintiff's cause of action for injunctive relief is allegedly predicated upon Nevada Revised Statutes 205.365, and this is a civil and not a criminal matter, this cause of action is subject to dismissal on the pleadings.

DECLARATORY RELIEF; PLAINTIFF'S SECOND CAUSE OF ACTION.

THE COURT FURTHER FINDS that Plaintiff's complaint alleges a "purchase" of the real property located at 6253 Rocky Mountain Ave., Las Vegas, Nevada (the "Property").

THE COURT FURTHER FINDS that Defendants' motion to dismiss Plaintiff's second cause of action for declaratory relief on the pleadings should properly be denied without prejudice because this cause of action relates to the alleged purchase of the Property.

...

1 **DECLARATORY RELIEF; PLAINTIFF’S THIRD AND FOURTH CAUSES OF ACTION.**

2 THE COURT FURTHER FINDS that subject to only a few, limited exceptions a claim under the
3 Nevada Constitution, Article 1, must allege action by a State actor.¹

4 THE COURT FURTHER FINDS that Plaintiff has not pleaded any allegations against a State actor
5 and has not pleaded any exception to the “state action requirement” to bring a viable claim under the
6 Nevada Constitution.

7 THE COURT FURTHER FINDS that Plaintiff’s third cause of action, seeking declaratory relief
8 under the Nevada Constitution, Article 1 §1, is subject to dismissal on the pleadings for failing to
9 satisfy the state action requirement.

10 THE COURT FURTHER FINDS that Plaintiff’s fourth cause of action, seeking declaratory relief
11 under the Nevada Constitution, Article 1 §8(2), is subject to dismissal on the pleadings for failing to
12 satisfy the state action requirement.

13 **DECLARATORY RELIEF; PLAINTIFF’S FIFTH CAUSE OF ACTION.**

14 THE COURT FURTHER FINDS that Plaintiff’s fifth cause of action, for declaratory relief, is
15 allegedly predicated upon Nevada Revised Statutes 205.365 which assesses penalties for criminal
16 conduct without providing a civil cause of action.

17 THE COURT FURTHER FINDS that because Plaintiff’s fifth cause of action for declaratory relief is
18 predicated upon Nevada Revised Statutes 205.365, and this is a civil and not a criminal matter, this
19 cause of action is subject to dismissal on the pleadings.

20 **BREACH OF CONTRACT; PLAINTIFF’S SIXTH CAUSE OF ACTION.**

21 THE COURT FURTHER FINDS that Plaintiff’s complaint alleges a purchase of the Property and,
22 because Plaintiff’s sixth cause of action for breach of contract relates to the alleged purchase, that
23
24

25 ¹ *S.O.C. Inc. v. Mirage Casino-Hotel*, 117 Nev. 403, 410, 23 P.3d 243, 247-48.

1 Defendants' motion to dismiss this cause of action on the pleadings should properly be denied without
2 prejudice.

3 **TORTIOUS BREACH OF CONTRACT; PLAINTIFF'S SEVENTH CAUSE OF ACTION.**

4 THE COURT FURTHER FINDS that a viable claim for "tortious" breach of contract must
5 necessarily allege an underlying tort.²

6 THE COURT FURTHER FINDS that Plaintiff has not alleged any underlying tort upon which to
7 predicate his claim for "tortious" breach of contract and, therefore, this cause of action is subject to
8 dismissal on the pleadings.

9 **SLANDER OF TITLE; PLAINTIFF'S EIGHTH CAUSE OF ACTION.**

10 THE COURT FURTHER FINDS that Plaintiff's complaint alleges a purchase and a dispute over
11 title to the Property and, therefore, that Defendants' motion to dismiss Plaintiff's eighth cause of
12 action for "slander of title" on the pleadings should properly be denied without prejudice.

13 **SLANDER OF TITLE; PLAINTIFF'S NINTH CAUSE OF ACTION.**

14 THE COURT FURTHER FINDS that Plaintiff's ninth cause of action for slander of title is
15 duplicitous of his eighth cause of action, also for slander of title, and, therefore, this claim is subject to
16 dismissal on the pleadings.

17 **NUISANCE; PLAINTIFF'S TENTH CAUSE OF ACTION.**

18 THE COURT FURTHER FINDS that a nuisance is "anything which is injurious to health, or
19 indecent and offensive to the senses, or an obstruction to the free use of property, so as to interfere
20 with the comfortable enjoyment of life or property."³

21 THE COURT FURTHER FINDS that a nuisance claim must plead (1) unreasonable, unwarrantable,
22 or unlawful use by a person of his own property, or improper, indecent, or unlawful conduct, which
23

24
25 ² See, *Shoen v. Americo, Inc.*, 111 Nev. 735, 744, 896 P.2d 469, 476 (1995).

³ Nev. Rev. Stat. 40.140(1)(a).

1 (2) operates as an obstruction or injury to the right of another or to the public, and (3) produces such
2 material annoyance, inconvenience, discomfort or hurt that the law will presume a consequent
3 damage.⁴

4 THE COURT FURTHER FINDS that Plaintiff has not identified or alleged any cognizable nuisance
5 in a pleading.

6 THE COURT FURTHER FINDS that Plaintiff, by failing to plead a cognizable nuisance, has not
7 met the requisite elements for a viable nuisance claim and, therefore, this cause of action is subject to
8 dismissal on the pleadings.

9 **ABUSE OF PROCESS; PLAINTIFF'S ELEVENTH CAUSE OF ACTION.**

10 THE COURT FURTHER FINDS that an abuse of process claim must plead both an ulterior purpose
11 and a willful act in the use of process not proper in the regular conduct of a proceeding.⁵

12 THE COURT FURTHER FINDS that Plaintiff has not alleged facts establishing the requisite
13 elements for an abuse of process claim in any pleading and, therefore, this claim is subject to
14 dismissal on the pleadings.

15 **FRAUDULENT INDUCEMENT; PLAINTIFF'S TWELFTH CAUSE OF ACTION.**

16 THE COURT FURTHER FINDS that a claim for fraudulent inducement of a contract must show: a
17 false representation made by the defendant; defendant's knowledge that the representation was false;
18 defendant's intention to induce the plaintiff to consent to formation of a contract; plaintiff's justifiable
19 reliance upon the misrepresentation; and resulting damages to the plaintiff.⁶

20 THE COURT FURTHER FINDS that Plaintiff has not alleged facts establishing the requisite
21 elements for a fraudulent inducement to contract claim and has failed to show anything he was
22 induced to enter into; consequently, this claim is subject to dismissal on the pleadings.

23
24 ⁴ *Jezowski v. Reno*, 71 Nev. 233, 241, 286 P.2d 257, 260 (1955).

25 ⁵ *Executive Mgmt., Ltd. v. Titor Title Ins. Co.*, 114 Nev. 823, 843, 963 P.2d 465, 478 (1998).

⁶ *J.A. Jones Constr. Co. v. Lehrer McGovern Bovis, Inc.*, 120 Nev. 277, 290, 89 P.3d 1009, 1018 (2004).

1 **FRAUDULENT CONCEALMENT; PLAINTIFF'S THIRTEENTH CAUSE OF ACTION.**

2 THE COURT FURTHER FINDS that a claim for fraudulent concealment must show: 1. the
3 defendant concealed or suppressed a material fact; 2. the defendant was under a duty to disclose the
4 concealed fact; 3. the defendant intentionally concealed or suppressed the fact with the intent to
5 defraud, with the intent to induce the plaintiff to act differently than he or she would have if the fact
6 had been known; 4. the plaintiff was unaware of the fact and would have acted differently if he or she
7 had known the concealed fact; and 5. the plaintiff sustained damages as a result.⁷

8 THE COURT FURTHER FINDS that Plaintiff has failed to show in his pleadings any fact that was
9 concealed, suppressed, or unknown to the Plaintiff at the time he alleges to have "purchased" the
10 Property.

11 THE COURT FURTHER FINDS that Plaintiff has failed to allege how he would have acted
12 differently because of any concealed, suppressed, or unknown fact.

13 THE COURT FURTHER FINDS that Plaintiff, additionally, has failed to plead fraud with
14 particularity as required by Nevada Rule of Civil Procedure 9.

15 THE COURT FURTHER FINDS that Plaintiff, therefore, has not alleged facts establishing the
16 requisite elements for a fraudulent concealment claim and, consequently, this claim is subject to
17 dismissal on the pleadings.

18
19 **FRAUDULENT TRANSFER; PLAINTIFF'S FOURTEENTH CAUSE OF ACTION.**

20 THE COURT FURTHER FINDS that Plaintiff has failed to plead facts to support a viable claim for
21 fraudulent transfer under Nevada Revised Statutes 112.180, the Nevada Uniform Fraudulent Transfers
22 Act.

23 THE COURT FURTHER FINDS that Plaintiff has failed to plead fraud with particularity as required
24 under Nevada Rule of Civil Procedure 9.

25 ⁷ *Dow Chem. Co. v. Mahlum*, 114 Nev. 1468, 1485, 970 P.2d 98, 109 (1998).

1 THE COURT FURTHER FINDS that Plaintiff has not pleaded a viable claim for fraudulent transfer,
2 by having failed to plead fraud with particularity and having not met the requirements for pleading a
3 claim under the Nevada Uniform Fraudulent Transfers Act, and this claim is subject to dismissal on
4 the pleadings.

5 **CONVERSION; PLAINTIFF'S FIFTEENTH CAUSE OF ACTION.**

6 THE COURT FURTHER FINDS that a claim for conversion must show a distinct act of dominion
7 wrongfully exerted over another's tangible or intangible personal property.⁸

8 THE COURT FURTHER FINDS that alleged interference with real property cannot support a claim
9 for conversion.

10 THE COURT FURTHER FINDS that Plaintiff Walker testified to the Court at a hearing on this
11 matter that his conversion claim was predicated upon alleged interference with real property,
12 specifically the Property.

13 THE COURT FURTHER FINDS that Plaintiff Walker testified to the Court that his claim for
14 conversion was not predicated upon any alleged interference with the mobile home trailer situated
15 upon the Property, which Plaintiff testified to have possessed and controlled at all relevant times.

16 THE COURT FURTHER FINDS that allegations of interference with real property cannot predicate
17 a claim for conversion and, therefore, Plaintiff's fifteenth cause of action for conversion is subject to
18 dismissal on the pleadings.

19 **UNJUST ENRICHMENT-QUANTUM MERUIT; PLAINTIFF'S SIXTEENTH CAUSE OF ACTION.**

20 THE COURT FURTHER FINDS that Plaintiff's complaint alleges a purchase of the Property and,
21 because Plaintiff's sixteenth cause of action for unjust enrichment relates to the alleged purchase, that
22 Defendants' motion to dismiss this cause of action on the pleadings should properly be denied without
23 prejudice.
24

25 ⁸ *M.C. Multi-Family Dev., LLC v. Crestdale Assocs., Ltd.*, 124 Nev. 901, 910-11, 193 P.3d 536, 542-43 (2008).

1 **CONVERSION; PLAINTIFF'S SEVENTEENTH CAUSE OF ACTION.**

2 THE COURT FURTHER FINDS that Plaintiff's fifteenth and seventeenth causes of action, both
3 claims for conversion, are duplicitous.

4 THE COURT FURTHER FINDS that allegations of interference with real property, as claimed by
5 Plaintiff, cannot predicate a claim for conversion and, therefore, Plaintiff's seventeenth cause of action
6 for conversion is subject to dismissal on the pleadings.

7 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; PLAINTIFF'S EIGHTEENTH CAUSE OF ACTION.**

8 THE COURT FURTHER FINDS that a claim for an intentional infliction of emotional distress must
9 show: extreme and outrageous conduct on the part of the defendant; intent to cause emotional distress
10 or reckless disregard for causing emotional distress; that the plaintiff suffered extreme or severe
11 emotional distress; and causation.⁹

12 THE COURT FURTHER FINDS that the standard is very high for conduct to be considered extreme
13 or outrageous to support an intentional infliction of emotional distress claim.

14 THE COURT FURTHER FINDS that Plaintiff has not alleged facts establishing outrageous conduct
15 and severe emotional distress; having failed to allege the requisite elements for an intentional
16 infliction of emotional distress claim, this claim is subject to dismissal on the pleadings.

17 **CIVIL CONSPIRACY; PLAINTIFF'S NINETEENTH CAUSE OF ACTION.**

18 THE COURT FURTHER FINDS that a claim for civil conspiracy must be predicated upon an
19 underlying tort cause of action.¹⁰

20 THE COURT FURTHER FINDS that Plaintiff has not pleaded an underlying tort to predicate his
21 civil conspiracy claim and, consequently, this claim is subject to dismissal on the pleadings.

22 ...
23

24
25 ⁹ *Miller v. Jones*, 114 Nev. 1291, 1300, 970 P.2d 571, 577 (1998).

¹⁰ *Jordan v. State ex rel. DMV & Pub. Safety*, 121 Nev. 44, 110 P.3d 30 (2005).

1 **UNJUST ENRICHMENT; PLAINTIFF'S TWENTIETH CAUSE OF ACTION.**

2 THE COURT FURTHER FINDS that Plaintiff's twentieth cause of action, for unjust enrichment,
3 contains allegations and asserts a claim that is duplicitous of his sixteenth cause of action for unjust
4 enrichment-quantum meruit, and as such, is subject to dismissal on the pleadings.

5 **FRAUDULENT CONVEYANCE; PLAINTIFF'S TWENTY-FIRST CAUSE OF ACTION.**

6 THE COURT FURTHER FINDS that Plaintiff's twenty-first cause of action, for fraudulent
7 conveyance, is allegedly predicated upon Nevada Revised Statutes 205.365 which assesses penalties
8 for criminal conduct without providing a civil cause of action.

9 THE COURT FURTHER FINDS that Plaintiff has failed to plead fraud with particularity as required
10 under Nevada Rule of Civil Procedure 9.

11 THE COURT FURTHER FINDS that because this is a civil matter, Nevada Revised Statutes
12 205.365 is a statute that does not provide civil remedies, and because Plaintiff has not pleaded fraud
13 with particularity, this cause of action is subject to dismissal on the pleadings.

14 **DECEPTIVE TRADE PRACTICE; PLAINTIFF'S TWENTY-SECOND CAUSE OF ACTION.**

15 THE COURT FURTHER FINDS that a "deceptive trade practice" is defined under Nevada Revised
16 Statutes 598.0923.

17 THE COURT FURTHER FINDS that Plaintiff has failed to allege any conditions that were not
18 disclosed at the time of his alleged purchase of the Property, has failed to meet the pleading
19 requirements for a deceptive trade practice claim, and this claim is therefore subject to dismissal on
20 the pleadings.

21 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; PLAINTIFF'S TWENTY-THIRD CAUSE OF**
22 **ACTION.**

23 THE COURT FURTHER FINDS that Plaintiff's eighteenth and twenty-third causes of action, both
24 for intentional infliction of emotional distress, are duplicitous.
25

1 THE COURT FURTHER FINDS that Plaintiff has not alleged facts establishing the requisite
2 elements for an intentional infliction of emotional distress claim, having failed to allege outrageous
3 conduct and severe emotional distress to support an intentional infliction of emotional distress claim
4 and, consequently, this claim is subject to dismissal on the pleadings.

5 **ORDER**

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that Defendant's Motion for
7 Judgment on the Pleadings is GRANTED concerning:

- 8 1. Plaintiff's first cause of action for Injunctive Relief,
- 9 2. Plaintiff's third cause of action for Declaratory Relief,
- 10 3. Plaintiff's fourth cause of action for Declaratory Relief,
- 11 4. Plaintiff's fifth cause of action for Declaratory Relief,
- 12 5. Plaintiff's seventh cause of action for Tortious Breach of Contract,
- 13 6. Plaintiff's ninth cause of action for Slander of Title,
- 14 7. Plaintiff's tenth cause of action for Nuisance,
- 15 8. Plaintiff's eleventh cause of action for Abuse of Process,
- 16 9. Plaintiff's twelfth cause of action for Fraudulent Inducement,
- 17 10. Plaintiff's thirteenth cause of action for Fraudulent Concealment,
- 18 11. Plaintiff's fourteenth cause of action for Fraudulent Transfer,
- 19 12. Plaintiff's fifteenth cause of action for Conversion,
- 20 13. Plaintiff's seventeenth cause of action for Conversion,
- 21 14. Plaintiff's eighteenth cause of action for Intentional Infliction of Emotional Distress,
- 22 15. Plaintiff's nineteenth cause of action for Civil Conspiracy,
- 23 16. Plaintiff's twentieth cause of action for Unjust Enrichment,
- 24
- 25

17. Plaintiff's twenty-first cause of action for Fraudulent Conveyance,

18. Plaintiff's twenty-second cause of action for Deceptive Trade Practice,

19. Plaintiff's twenty-third cause of action for Intentional Infliction of Emotional Distress,

IT IS FURTHER ORDERED that Defendants' Motion for Judgment on the Pleadings is
DENIED WITHOUT PREJUDICE concerning:


1. Plaintiff's second cause of action for Declaratory Relief,

2. Plaintiff's sixth cause of action for Breach of Contract,

3. Plaintiff's eighth cause of action for Slander of Title,

4. Plaintiff's sixteenth cause of action for Unjust Enrichment/Quantum Meruit.

IT IS SO ORDERED.

 3/29/21

Respectfully submitted by:

Approved as to form and content:

/s/Kenneth Roberts

KENNETH M. ROBERTS, ESQ.
Nevada Bar No. 04729
DEMPSEY, ROBERTS & SMITH, LTD.
1130 Wigwam Parkway
Henderson, Nevada 89074
Attorneys for Defendants

THOMAS WALKER
Plaintiff, pro se

From: Elsa McMurtry
To: DC31Inbox
Subject: A-18-783375-C - ORDR - WALKER v. Grimes
Date: Thursday, March 25, 2021 9:38:13 AM
Attachments: GRIMES.ORDR RE MOT for J on Pleadings.3.15.21.pdf

[NOTICE: This message originated outside of Eighth Judicial District Court -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good morning,

Attached please find the Order from the March 9, 2021, hearing.

The order is being submitted without Plaintiff's signature. The order was served on Mr. Walker on 3/15/2021 3:43 PM via Odyssey. Mr. Walker opened the document on 3/15/21 at 4:29 PM. We have not received the signed copy of the order from Mr. Walker, nor have we received a correspondence stating he does not agree with the order as proposed.

Filings				
Filing Type		Filing Code		
Serve		Service Only		
Filing Description				
Order Granting In Part, And Denying In Part, Defendants' Motion For Judgment On The Pleadings				
Filing Status				
Served				
Service Documents				
File Name	Security	Download		
GRIMES.ORDR RE MOT for J on Pleadings.3.15.21.pdf		Original File Court Copy		
eService Details				
Status	Name	Firm	Served	Date Opened
Sent	Thomas Walker		Yes	3/15/2021 4:29 PM PST

If you have any questions or concerns, please do not hesitate to contact this office.

ELSA McMURTRY - PARALEGAL
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CELEBRATING OVER 25 YEARS OF SERVING CLIENTS.

DEMPSEY, ROBERTS & SMITH, LTD. is pleased to provide legal representation in the following areas: auto accidents and other personal injuries, criminal defense, defense of DUI, bankruptcy, traffic citations, probate, family law, contract law, corporations and LLCs, wills, trusts and government security clearance cases.

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E-Mail: kenroberts@drs ltd.com
7 Attorney for Defendants

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 THOMAS WALKER,
11
12 Plaintiff,

13 vs.

14 FLOYD WAYNE GRIMES, an individual, WBG
TRUST, Floyd Grimes, and Elizabeth Grimes as
15 Trustees, ELIZABETH GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual and as
16 the Agent of Floyd Wayne Grimes, JALEE
ARNONE, an individual, and PETER ARNONE,
17 an individual, DOES 1 through 20, and ROE
BUSINESS ENTITIES 20 through 50, inclusive,

18 Defendants.

19 FLOYD WAYNE GRIMES, an individual,
20
21 Counterclaimant,

22 vs.

23 THOMAS WALKER, an individual, DOES 1
through 10, ROE ENTITIES 11 through 20,
24 inclusive,

25 Counterdefendants.

CASE NO.: A-18-783375-C

DEPT. NO.: XXXI

NOTICE OF ENTRY
OF ORDER

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an Order was duly entered in the above-referenced case on the 29th day of March 2021. A copy of which is attached hereto.

DATED: Henderson, Nevada this 29th day of March 2021.

/s/Kenneth Roberts
KENNETH M. ROBERTS, ESQ.
Nevada Bar No.: 4729
1130 Wigwam Parkway
Henderson, Nevada 89074

CERTIFICATE OF SERVICE

I certify that on the 29th day of March 2021, pursuant to EDCR 8.05(a) and 8.05(f), a copy of the foregoing was electronically served through the Eighth Judicial District Court's electronic filing system to the following parties:

Thomas Walker: twalkercivil3@gmail.com

/s/Elsa McMurtry
Elsa McMurtry, an employee of
Dempsey, Roberts & Smith, Ltd.



1 **ORDR**

2 KENNETH M. ROBERTS, ESQ.
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9 Kenroberts@drsltd.com
10 Attorneys for Defendants
11 Floyd Grimes, Jalee Arnone,
12 Elizabeth Grimes, Victoria Jean Halsey,
13 WBG Trust

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 THOMAS WALKER, an individual,
11 Plaintiff,
12 v.

CASE NO. A-18-783375-C
Dept. No. ~~XX~~ 31

13 FLOYD W. GRIMES, WBG TRUST,
14 ELIZABETH GRIMES, VICTORIA JEAN
15 HALSEY, JALEE ARNONE, PETER
16 ARNONE, DOES 1 through 20, and ROE
17 BUSINESS ENTITIES 20 through 50,
18 inclusive,
19 Defendants.

**ORDER GRANTING IN PART, AND
DENYING IN PART, DEFENDANTS'
MOTION FOR JUDGMENT ON THE
PLEADINGS**

16 And related matters.

18 Defendants' *Motion for Judgment on the Pleadings* having come on for hearing before the Court
19 on the 9th day of March 2021, Plaintiff Walker appearing pro se and Kenneth M. Roberts, Esq., and
20 David E. Krawczyk, Esq., of the law firm of Dempsey, Roberts & Smith, Ltd., appearing for and on
21 behalf of Defendants Floyd Grimes, Elizabeth Grimes, Victoria Jean Halsey, Jalee Arnone and the WBG
22 Trust, the Court having reviewed all of the papers and pleadings filed in this matter, the Court being fully
23 advised in the premises, and with good cause appearing therefore, finds and orders as follows:

24 ...
25

FINDINGS

THE COURT FINDS that Plaintiff Walker's Opposition to Defendants' Motion for Judgment on the Pleadings and Plaintiff's Request for Continuance were filed and served on the day of the hearing on this matter, and therefore untimely under Eighth Judicial District Court Rule 2.20.

THE COURT FURTHER FINDS that Plaintiff Walker has been previously admonished by the Court about the importance of timely filing court documents on numerous occasions in the past, as acknowledged by the Plaintiff himself at the hearing of this matter.

THE COURT FURTHER FINDS, concerning each of Plaintiff Walker's causes of action that is dismissed by this Order, that each is dismissed for procedural noncompliance with Eighth Judicial District Court Rule 2.20, additionally to the substantive bases for dismissal as stated herein.

INJUNCTIVE RELIEF; PLAINTIFF'S FIRST CAUSE OF ACTION.

THE COURT FURTHER FINDS that Nevada Revised Statutes 205.365 is a statute assessing penalties for criminal conduct without providing a civil cause of action.

THE COURT FURTHER FINDS that because Plaintiff's cause of action for injunctive relief is allegedly predicated upon Nevada Revised Statutes 205.365, and this is a civil and not a criminal matter, this cause of action is subject to dismissal on the pleadings.

DECLARATORY RELIEF; PLAINTIFF'S SECOND CAUSE OF ACTION.

THE COURT FURTHER FINDS that Plaintiff's complaint alleges a "purchase" of the real property located at 6253 Rocky Mountain Ave., Las Vegas, Nevada (the "Property").

THE COURT FURTHER FINDS that Defendants' motion to dismiss Plaintiff's second cause of action for declaratory relief on the pleadings should properly be denied without prejudice because this cause of action relates to the alleged purchase of the Property.

...

1 **DECLARATORY RELIEF; PLAINTIFF’S THIRD AND FOURTH CAUSES OF ACTION.**

2 THE COURT FURTHER FINDS that subject to only a few, limited exceptions a claim under the
3 Nevada Constitution, Article 1, must allege action by a State actor.¹

4 THE COURT FURTHER FINDS that Plaintiff has not pleaded any allegations against a State actor
5 and has not pleaded any exception to the “state action requirement” to bring a viable claim under the
6 Nevada Constitution.

7 THE COURT FURTHER FINDS that Plaintiff’s third cause of action, seeking declaratory relief
8 under the Nevada Constitution, Article 1 §1, is subject to dismissal on the pleadings for failing to
9 satisfy the state action requirement.

10 THE COURT FURTHER FINDS that Plaintiff’s fourth cause of action, seeking declaratory relief
11 under the Nevada Constitution, Article 1 §8(2), is subject to dismissal on the pleadings for failing to
12 satisfy the state action requirement.

13 **DECLARATORY RELIEF; PLAINTIFF’S FIFTH CAUSE OF ACTION.**

14 THE COURT FURTHER FINDS that Plaintiff’s fifth cause of action, for declaratory relief, is
15 allegedly predicated upon Nevada Revised Statutes 205.365 which assesses penalties for criminal
16 conduct without providing a civil cause of action.

17 THE COURT FURTHER FINDS that because Plaintiff’s fifth cause of action for declaratory relief is
18 predicated upon Nevada Revised Statutes 205.365, and this is a civil and not a criminal matter, this
19 cause of action is subject to dismissal on the pleadings.

20 **BREACH OF CONTRACT; PLAINTIFF’S SIXTH CAUSE OF ACTION.**

21 THE COURT FURTHER FINDS that Plaintiff’s complaint alleges a purchase of the Property and,
22 because Plaintiff’s sixth cause of action for breach of contract relates to the alleged purchase, that
23
24

25 ¹ *S.O.C. Inc. v. Mirage Casino-Hotel*, 117 Nev. 403, 410, 23 P.3d 243, 247-48.

1 Defendants' motion to dismiss this cause of action on the pleadings should properly be denied without
2 prejudice.

3 **TORTIOUS BREACH OF CONTRACT; PLAINTIFF'S SEVENTH CAUSE OF ACTION.**

4 THE COURT FURTHER FINDS that a viable claim for "tortious" breach of contract must
5 necessarily allege an underlying tort.²

6 THE COURT FURTHER FINDS that Plaintiff has not alleged any underlying tort upon which to
7 predicate his claim for "tortious" breach of contract and, therefore, this cause of action is subject to
8 dismissal on the pleadings.

9 **SLANDER OF TITLE; PLAINTIFF'S EIGHTH CAUSE OF ACTION.**

10 THE COURT FURTHER FINDS that Plaintiff's complaint alleges a purchase and a dispute over
11 title to the Property and, therefore, that Defendants' motion to dismiss Plaintiff's eighth cause of
12 action for "slander of title" on the pleadings should properly be denied without prejudice.

13 **SLANDER OF TITLE; PLAINTIFF'S NINTH CAUSE OF ACTION.**

14 THE COURT FURTHER FINDS that Plaintiff's ninth cause of action for slander of title is
15 duplicitous of his eighth cause of action, also for slander of title, and, therefore, this claim is subject to
16 dismissal on the pleadings.

17 **NUISANCE; PLAINTIFF'S TENTH CAUSE OF ACTION.**

18 THE COURT FURTHER FINDS that a nuisance is "anything which is injurious to health, or
19 indecent and offensive to the senses, or an obstruction to the free use of property, so as to interfere
20 with the comfortable enjoyment of life or property."³

21 THE COURT FURTHER FINDS that a nuisance claim must plead (1) unreasonable, unwarrantable,
22 or unlawful use by a person of his own property, or improper, indecent, or unlawful conduct, which
23
24

25 ² See, *Shoen v. Americo, Inc.*, 111 Nev. 735, 744, 896 P.2d 469, 476 (1995).

³ Nev. Rev. Stat. 40.140(1)(a).

1 (2) operates as an obstruction or injury to the right of another or to the public, and (3) produces such
2 material annoyance, inconvenience, discomfort or hurt that the law will presume a consequent
3 damage.⁴

4 THE COURT FURTHER FINDS that Plaintiff has not identified or alleged any cognizable nuisance
5 in a pleading.

6 THE COURT FURTHER FINDS that Plaintiff, by failing to plead a cognizable nuisance, has not
7 met the requisite elements for a viable nuisance claim and, therefore, this cause of action is subject to
8 dismissal on the pleadings.

9 **ABUSE OF PROCESS; PLAINTIFF'S ELEVENTH CAUSE OF ACTION.**

10 THE COURT FURTHER FINDS that an abuse of process claim must plead both an ulterior purpose
11 and a willful act in the use of process not proper in the regular conduct of a proceeding.⁵

12 THE COURT FURTHER FINDS that Plaintiff has not alleged facts establishing the requisite
13 elements for an abuse of process claim in any pleading and, therefore, this claim is subject to
14 dismissal on the pleadings.

15 **FRAUDULENT INDUCEMENT; PLAINTIFF'S TWELFTH CAUSE OF ACTION.**

16 THE COURT FURTHER FINDS that a claim for fraudulent inducement of a contract must show: a
17 false representation made by the defendant; defendant's knowledge that the representation was false;
18 defendant's intention to induce the plaintiff to consent to formation of a contract; plaintiff's justifiable
19 reliance upon the misrepresentation; and resulting damages to the plaintiff.⁶

20 THE COURT FURTHER FINDS that Plaintiff has not alleged facts establishing the requisite
21 elements for a fraudulent inducement to contract claim and has failed to show anything he was
22 induced to enter into; consequently, this claim is subject to dismissal on the pleadings.

23
24 ⁴ *Jezowski v. Reno*, 71 Nev. 233, 241, 286 P.2d 257, 260 (1955).

25 ⁵ *Executive Mgmt., Ltd. v. Titor Title Ins. Co.*, 114 Nev. 823, 843, 963 P.2d 465, 478 (1998).

⁶ *J.A. Jones Constr. Co. v. Lehrer McGovern Bovis, Inc.*, 120 Nev. 277, 290, 89 P.3d 1009, 1018 (2004).

**PLEADING
CONTINUES
IN NEXT
VOLUME**