

# IN THE SUPREME COURT OF THE STATE OF NEVADA

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Aug 16 2021 02:05 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 1

**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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DOCUMENT,  
NUMBERED PAGE(S)  
1 - 3  
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DOCUMENT,  
NUMBERED PAGE(S)  
4 - 5  
WILL FOLLOW VIA  
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1 **COMP**  
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

19  
**FILED**  
**OCT 24 2018**  
*Alan J. Blum*  
CLERK OF COURT

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

11 THOMAS WALKER

12 Plaintiff(s),

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, an  
20 individual, DOES 1 through 20, and ROE  
21 BUSINESS ENTITIES 20 through 50, inclusive

22 Defendant(s).

Case No.:  
Dept. No.:

*A18-78337 SE*  
*XXXI*  
**(Exempt from Arbitration-**  
**Declaratory Relief**  
**Requested)**

A-18-783375-C  
COMP  
Complaint  
4791269



23 **VERIFIED COMPLAINT**

24 Plaintiff THOMAS WALKER, In Proper Person, hereby files the above-captioned Verified  
25 Complaint:

**NATURE OF THE ACTION**

26 This is an action for breach of contract and related offenses committed against the  
27 Plaintiff Thomas Walker at the hands of Defendant Floyd Grimes and Defendant Victoria  
28 Halsey. Based on a real estate contract.

RECEIVED

OCT 11 2018

CLERK OF THE COURT



1           When someone purchases a home through, a private sale, and the seller of the property  
2 offers to finance the sale, and claims to be knowledgeable and professional in real estate and  
3 financial lending, then it should not use deceitful methods to fraudulently induce a person into an  
4 oral contract it knows is not allowed for the sale of land, then later use the lack of a formal  
5 contract as a defense to avoid a law suit for the property.

6           Then try to coerce the buyer into signing a typed contract, which is full of unconscionable  
7 terms and has been modified, without consent of the other party, for furtherance of the sellers  
8 own unjust benefit and no does not properly reflect the true terms of the original contract.

9           When met with resistance, use strong arm tactic to try and force the buyer from the  
10 property it paid for. By frivolous eviction attempts and abuse the process of the justice system.  
11 With malice, knowingly and intentionally, for 2 years, try to diminish the buyer of the quality of  
12 enjoyments of the property. Without any regard for the health, safety or well-being of the buyer  
13 or its residence, purposefully deprive the buyer of its right to the use of essential services and  
14 refuse a citizen of this state, of its right to public utilities, especially one that is an essential  
15 services, such as is water.

16           With no remorse, in the smallest degree, cause the buyer and its residence and pets to  
17 suffer throughout 2 summers, in the Las Vegas valley without water service. When temperatures  
18 were soaring to record breaking numbers, heat warnings were being issued, the temperatures, so  
19 excruciatingly high, that the heat was the cause of multiple fatalities and without any regard or  
20 remorse, intentionally contact the water company and order the water service be shut off and  
21 instruct the Utility Company to refuse water service to the property. While unlawfully asserting  
22 dominion over the title, and all of this, after charging the buyer for water service, which the  
23 buyer paid for. Willingly and purposefully cause all this sufferance and harm, without the  
24 smallest bit of care, compassion or concern for the safety or wellbeing of the buyer or his  
25 residence.

1 When realizing the buyer has endured more than enough of the sellers extreme and  
2 outrageous action and has suffered beyond what anyone should be put through to purchase a  
3 home. In a last desperate attempt to take away the buyers right to possession of the property.  
4 Knowing that it purposefully failed to record the sale of the property to the buyer, stole the  
5 property from the buyer and gave it to someone else. The Defendants, by use of a Quit Claim  
6 Deed conveyed the title to the property to an insider. An individual who has been identified as  
7 Jalee Arnone, a tenant residing at a property owned by Defendant Floyd Grimes. Just to keep the  
8 buyer from obtaining the title.

9 Believing the Plaintiff has no legal recourse because it has only an oral contract,  
10 underestimated the Plaintiff had kept all of its documentation including the contract the Plaintiff  
11 was given , by the Defendant Victoria Halsey on January 15, 2005, a hand written contract, but  
12 still a contract, all the same. The Defendants causing all of this sufferance, harm and damages to  
13 the Plaintiff have done so intentionally and with malice while under the misconception that the  
14 Defendants are untouchable by the law and that the Plaintiff has no case against the Defendants,  
15 and no chance of succeeding. Yet this is exactly what the Defendants have done to the Plaintiff  
16 Thomas Walker.

17 COMES NOW the Plaintiff THOMAS WALKER, *In Proper Person*, and for causes of  
18 action against the Defendants, and each of them, complain and allege as follows:

19 **PARTIES AND RELATED PERSONS**

20 1. Plaintiff THOMAS WALKER, is and was at all times relevant to this action a  
21 resident of the State of Nevada, County of Clark.

22 2. Thomas Walker is a 62 year old man that works in the construction industry and  
23 is the purchaser of the mobile home and mobile home property described supra. Thomas Walker  
24 has maintained the mobile home legally described as: 1969 Newport, 60x20 singlewide mobile  
25 home, serial number S1888 and mobile home property located at, 6253 Rocky Mountain

1 Avenue, Las Vegas, Nevada, 89156, legally described as: SUNRISE TRLR EST UNIT #5B  
2 PLAT BOOK 11 PAGE 83 LOT 27 BLOCK 1, as the Plaintiff's primary residence, for  
3 approximately 13-years, Thomas Walker holds a possessory interest in the mobile home and  
4 mobile home property.

5 3. Plaintiff is informed and believes and thereon alleges that Defendant FLOYD  
6 GRIMES is and was at all times relevant to this action a resident of the State of Nevada, County  
7 of Clark. Floyd Grimes is a private investor that owns several properties throughout the City of  
8 Las Vegas and the City of North Las Vegas in the State of Nevada. Floyd Grimes also is engaged  
9 in real estate sales and financial lending; however Defendant Floyd Grimes limits his real estate  
10 deals and financial lending practices to his own properties in avoidance of the strict licensing  
11 requirements and regulations of the real estate and banking industries.

12 4. Plaintiff is informed and believes and thereon alleges that the Defendant WBG  
13 Trust is the Wayne and Betty Grimes Trust. The Trustees of WBG Trust are the Defendants  
14 Floyd Grimes and Elizabeth Grimes. The WBG Trust was created and is recorded in the Office  
15 of the Clark County Recorder, in the State of Nevada, County of Clark.

16 5. Plaintiff is informed and believes and thereon alleges that Defendant  
17 ELIZABETH GRIMES is and was at all times relevant to this action a resident of the State of  
18 Nevada, County of Clark. Defendant Elizabeth Grimes is a retired woman. Elizabeth Grimes is  
19 married to the Defendant Floyd Grimes and by maintaining a marital union with Defendant  
20 Floyd Grimes in the State of Nevada, Elizabeth Grimes holds a possessory interest in the  
21 couple's community property.

22 6. Plaintiff is informed and believes and thereon alleges the Defendant VICTORIA  
23 HALSEY is and was at all times relevant to this action a resident of the State of Nevada, County  
24 of Clark. Defendant, Victoria Halsey works closely with, and is the biological child of the  
25 Defendants Floyd Grimes and Elizabeth Grimes. Defendant Victoria Halsey serves as the Agent

1 and Personal Representative for her father, Defendant Floyd Grimes. Victoria Halsey works for  
2 Floyd Grimes, and is closely involved in all of Floyd Grimes business relations and real estate  
3 transactions. This including serving as the property manager for all Floyd Grimes rental  
4 properties. Victoria Halsey's name appears along with Floyd Grimes on most of Floyd Grimes  
5 Lease Agreements and Sale and Purchase contracts.

6 7. Plaintiff is informed and believes and thereon alleges that Defendant JALEE  
7 ARNONE is and was at all times relevant to this action a resident of the State of Nevada, County  
8 of Clark. Defendant Jalee Arnone has close ties to the Defendant Floyd Grimes and Defendant  
9 Victoria Halsey. Jalee Arnone is a married woman and currently resides at 4304 Thicket Avenue,  
10 North Las Vegas, Nevada 89031. Jalee Arnone rents this property from Defendants Floyd  
11 Grimes and Victoria Halsey. Jalee Arnone is also the receiver, by use of Quit Claim Deed of the  
12 property located at 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156, subject of this  
13 action, from the WBG Trust and signed over by Defendants Floyd Grimes and Elizabeth Grimes;  
14 therefor. Jalee Arnone hold an interest in the property.

15 8. Plaintiff is informed and believes and thereon alleges that Defendant PETER  
16 ARNONE is and was at all times relevant to this action a resident of the State of Nevada, County  
17 of Clark. Defendant Peter Arnone is married to the Defendant Jalee Arnone and by maintaining a  
18 marital union with Jalee Arnone in the State of Nevada, Peter Arnone holds possessory interest  
19 in the couple's community property.

20 9. The true names and capacities, whether individual, corporate, association or  
21 otherwise, of Defendants JOHN DOES 1 through 20 are unknown to the Plaintiff, who therefor  
22 sues said Defendants by such fictitious names. Plaintiff is informed and believes and therefore  
23 alleges that each of the Defendants designated as DOES OR ROE BUSINESS ENTITIES is  
24 responsible in some manner for the events and occurrences referred to in this Verified  
25 Complaint, owes money to Plaintiff, and/or claims some right, title, or interest in the Property

1 described below, that is subject of subordinate rights, interest, and asserted ownership of the  
2 Plaintiff described herein. Plaintiff will ask leave of Court to amend this Verified Complaint to  
3 insert the true names and capacities of JOHN DOES 1 through 20 and/or ROE BUSINESS  
4 ENTITIES 20 through 50, when the same have been ascertained, and to join Defendants in this  
5 action.

6 **JURISDICTION/VENUE**

7 10. Defendant FLOYD GRIMES, ELIZABETH GRIMES, VICTORIA HALSEY,  
8 JALEE ARNONE and PETER ARNONE, have each individually and in concert with one  
9 another, caused the acts and events alleged herein within the State of Nevada and all are subject  
10 to the jurisdiction of this Court. Venue is also proper in this Court.

11 11. Subject of this action, a mobile home and mobile home property, described as a  
12 1969 Newport 60x20 singlewide mobile home, Serial number S1888, situated at SUNRISE  
13 TRLR EST UNIT #5B PLAT BOOK 11 PAGE 83 LOT 27 BLOCK 1, commonly known as  
14 6253 Rocky Mountain Avenue, Las Vegas Nevada 89156, is situated in the State of Nevada,  
15 County of Clark. This Court has *in-rem jurisdiction* over subject of this action.

16 **GENERAL ALLEGATION**

17 12. On or about January 15, 2005, the Plaintiff Thomas Walker entered into a real  
18 estate contract with Defendant Floyd Grimes and Defendant Victoria Halsey ("Defendants") to  
19 purchase a mobile home and mobile home property described supra.

20 13. The Defendants offered to sell and for the Plaintiff to purchase, the mobile home  
21 and mobile home property, legally described as: 1969 Newport, 60x20 singlewide mobile home,  
22 serial number S1888. The mobile home is located at the mobile home property that is described  
23 as, legal description, SUNRISE TRLR EST UNIT #5B PLAT BOOK 11 PAGE 83 LOT 27  
24 BLOCK 1, commonly known as 6253 Rocky Mountain Avenue, Las Vegas Nevada 89156  
25 (hereinafter "property" and/or "residence") to the Plaintiff.

1           14.     The purchase price for the property was \$69,000, payable in monthly payments in  
2 the amount of \$700. For the first 2 years (exactly 25 months), the monthly payments shall  
3 include an additional \$100. The additional \$100 will apply to satisfy the down payment amount  
4 of \$2500.

5           15.     Upon receipt of the last payment of the purchase price from the Plaintiff,  
6 Defendant Floyd Grimes shall convey the title for the property to the Plaintiff.

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

13           17.     On or about February 01, 2005 the Plaintiff took possession of the residence from  
14 the Defendants, but, the Defendants did not provide the formal typed contract as promised.

15           18.     The Plaintiff paid the extra \$100 in addition to the regular monthly payment of  
16 \$700, and did so for the first 2 years (exactly 25 months) and therefore satisfied the down  
17 payment of \$2500.

18           19.     On or about March 2008, Defendant Halsey notified the Plaintiff that the  
19 Plaintiff's monthly payment was being increased an additional \$25 and that the purpose for the  
20 increase was to reimburse the Defendant Floyd Grimes for the cost for water service to the  
21 property, and would become effective on the date when the Plaintiff's next periodic payment  
22 becomes due.

23           20.     On or about November 2012, the Plaintiff contacted the Defendants and requested  
24 an account statement of the Plaintiff's payments for the purchase of the property.

25           21.     On or about November 28, 2012, the Defendants, still had not provided the

1 Plaintiff with the formal typed contract as promised on January 15, 2005.

2       22. On or about November 29, 2012 the Plaintiff met with the Defendant Floyd  
3 Grimes at the Defendant's primary residence, at which time the Defendants Floyd Grimes and  
4 Elizabeth Grimes presented the Plaintiff with a formal typed contract and a print-out of an  
5 amortized loan schedule. A copy of the typed contract is attached hereto as *EXHIBIT "B"* and  
6 incorporate herein by this reference

7       23. The amortized loan schedule included an amortized mortgage table for an  
8 amortized loan, beginning on February 01, 2005, in the amount of \$67,000, calculated with an  
9 annual interest rate of 11%, for a term of 30 years.

10       24. Defendants failed to provide the Plaintiff with the Plaintiff's account statement  
11 showing how much the Plaintiff had paid in payments to purchase the property.

12       25. The Plaintiff is informed and believes and thereon alleges the Defendants  
13 provided the amortized loan schedule as an implication that this was the type payment  
14 arrangement the Defendants had intended for the Plaintiff to pay for the purchase price of the  
15 property.

16       26. The Plaintiff is informed and believes and thereon alleges that after giving the  
17 documents to the Plaintiff, the Defendant Floyd Grimes, while waving a couple of pieces of  
18 paper back and forth in front of the Plaintiff, said to the Plaintiff, "Tom, just be glad you're one  
19 of Vicky's friends, I charged these guys 15% interest".

20       27. The Plaintiff was not feeling well and wanted to lie down. The Plaintiff told the  
21 Defendants "excuse me, but I don't feel well. I think I need to go home and lie down", the  
22 Plaintiff then, picked up the unsigned documents and left the Defendants residence.

23       28. The Plaintiff, after returning home, read the documents provided by the  
24 Defendants on November 29, 2012.

25       29. The Plaintiff is informed and believes and thereon alleges that while reading the

1 documents, noticed the Defendants had modified the original contract from January 15, 2005.

2 30. Between the dates of January 15, 2005 and November 29, 2012, the Plaintiff had  
3 approved one modification of the original contract.

4 31. Plaintiff is informed and believes and alleges thereon that the one and only  
5 modification to the contract approved by the Plaintiff was for the Plaintiff to include an  
6 additional \$25 monthly payment for the cost of water service, and was the only modification  
7 requested by the Defendants.

8 32. The Plaintiff is informed and believes and thereon alleges Defendants modified  
9 the terms for which the purchase price was to be paid.

10 33. Plaintiff is informed and believes and alleges thereon, Defendants modified the  
11 terms of payment for the purchase price of \$69,000, to be paid for in 30 years at an annual  
12 interest rate of 11% and was back dated to begin on February 01, 2005, the Defendants also  
13 modified the Plaintiff's monthly payment, which originally was \$700 monthly to the modified  
14 amount of \$677 monthly which was comprised of taxes to be held by the Defendants and paid  
15 when due as computed by the same amortized loan schedule given to the Plaintiff with the typed  
16 contract.

17 34. On or about January 15, 2005 during the Plaintiffs meeting with the Defendant, at  
18 which time the contract by and between the Plaintiff and the Defendants was created, the  
19 Plaintiff asked the Defendants if the interest and taxes were included in the purchase price of  
20 \$69,000.

21 35. The Defendants knowingly, falsely stated, "Yes" that the interest, taxes and down  
22 payment were included in the purchase price of \$69,000.

23 36. The Plaintiff is informed and believes and thereon alleges that the Defendants  
24 falsely represented the purchase price including tax and interest, for the property was \$69,000,  
25 was with the intent of inducing the Plaintiff to rely on the Defendant's false statements and enter



1 into a land installment sale contract with the Defendant.

2 37. The Plaintiff in reliance of the Defendants false statements did enter into a  
3 contract with the Defendants it otherwise would not have entered into if the false representation  
4 had not been made.

5 38. The Plaintiff would have refused the Defendants offer to purchase the property if  
6 the Defendants had stated the purchase price of \$69,000 did not include tax or interest. *SEE*  
7 *EXHIBIT "B"*

8 39. The Plaintiff is informed and believes and thereon alleges that the Plaintiff was  
9 not given notice of the modifications nor did it approve any modifications of the contract,  
10 combined with the fact that the Plaintiff was not given this typed contract until 7 years after the  
11 Defendants had promised to provide it, and after reading the typed contract noticed several other  
12 unconscionable terms, therefore, the Plaintiff refused to sign the document.

13 40. The Plaintiff did continued to perform in accordance with the unmodified contract  
14 and continued making the monthly payments to the Defendants for the purchase of the property  
15 in accordance with the original contract.

16 41. The Plaintiff is informed and believes and thereon alleges that on or about  
17 October 2015, after several failed attempts to acquire and account statement from the  
18 Defendants.

19 42. The Plaintiff is informed and believes and thereon alleges the purchase price  
20 should have been nearly satisfied, and unable to obtain an account statement from the  
21 Defendants, began to calculate the balance of the purchase price for the property, using the  
22 Plaintiffs payment receipts, issued by the Defendants.

23 43. The Plaintiff added together its receipts for the monthly payments made to the  
24 Defendants to purchase the property.

25 44. The Plaintiff could not locate all of its receipt; therefore, for the months absent a

1 receipt, the Plaintiff looked to the receipt for the following month, if the following months  
2 receipt did not indicate a past due balance indicating a partial payment or non-payment for the  
3 prior month, the Plaintiff then added the amount of \$700, for the monthly absent a receipt,

4 45. If the receipt for the following month indicated a past due balance, the Plaintiff  
5 then subtracted the amount which was indicated as past due from \$725, after subtracting the 2  
6 amounts, the total then representing the amount that had been paid for the previous month which  
7 was absent a receipt, and that was the amount the Plaintiff would then add to the total amount  
8 paid for that month.

9 46. The Plaintiff calculated it had paid the Defendants approximately \$91,756, this  
10 would include the purchase price for the property of \$69,000 and an incidental overpayment in  
11 the amount of approximately \$22,756.

12 47. The Plaintiff contacted the Defendants and informed the Defendants the Plaintiff  
13 had calculated paying the Defendants a total of approximately \$91,756 and requested the  
14 Defendants performance in accordance with the contract.

15 48. The Defendants refused to perform in accordance with the contract and therefore  
16 had breach the contract.

17 49. Plaintiff had satisfied the purchase price of \$69,000 for the property and fulfilled  
18 the Plaintiffs obligations to the contract; therefore, the Plaintiff ceased making any further  
19 payments to the Defendants.

20 50. The Plaintiff is informed and believes and thereon alleges that on or about  
21 November 01, 2015, when the Defendants did not receive a monthly payment from the Plaintiff  
22 the Defendants filed for summary eviction.

23 51. On or about November 23, 2015 the Defendants had the Plaintiff served with a  
24 Five-Day Notice to Pay Rent or Quit.

25 52. On or about December 02, 2015, the Defendants had the Plaintiff served with

1 another Five-Day Notice to Pay Rent or Quit

2 53. The Plaintiff filed its answer to the Defendants Five-Day Notices and a hearing  
3 was scheduled for Summary Eviction on December 14, 2015.

4 54. On or about December 14, 2015, the Plaintiff appeared in Court for a Summary  
5 Eviction hearing as the Tenant and the Defendant Victoria Halsey appeared as the Landlord.

6 55. After being sworn in, while under oath, the Defendant Victoria Halsey testified  
7 that the Plaintiff was purchasing the property and had paid an extra \$100 each month for the first  
8 2 years for the down payment. This is confirmed by a copy of the official court minutes attached  
9 hereto as *EXHIBIT "C"* and is incorporate herein by this reference.

10 56. The Defendant Victoria Halsey also testified the Plaintiff did not have a signed  
11 contract to purchase the property.

12 57. The Plaintiff testified there was a signed contract, an informal contract, but still a  
13 contract, with the Defendants, the Plaintiff provided a copy of the Plaintiff's contract with the  
14 Defendants, to the Judicial Officer as evidence to support the Plaintiffs testimony. *SEE EXHIBIT*  
15 *"C" & "A"*

16 58. The Defendant Victoria Halsey further testified that the Defendants offered a  
17 formal typed contract to the Plaintiff and the Plaintiff refused to sign the contract; and stopped  
18 making payments. When the Plaintiff stopping making payments, the Plaintiffs purchase  
19 payments were then reverted to rent

20 59. The Court found that issues where not appropriate to be adjudicated in a hearing  
21 for Summary Eviction. The Court found this was not a Landlord /Tenant issue, that the tenant  
22 (Plaintiff Thomas Walker) has an interest in the real property. The Court denied the Summary  
23 Eviction.

24 60. On or about February 04, 2016 The Defendants had the Plaintiff served with  
25 another Five-Day Notice to Pay Rent or Quit.

1           61.     The Plaintiff answered the Defendants Five-Day Notice to Pay Rent or Quit, and a  
2 hearing was scheduled for Summary Eviction on or about March 02, 2016.

3           62.     The Plaintiff is informed and believes and thereon alleges the Defendants after  
4 failing to obtain an Order for Summary Eviction against the Plaintiff during the previous hearing  
5 on December 14, 2005, the Defendants attempted to conceal the title for the property, from the  
6 Courts and the Plaintiff.

7           63.     On or about February 11, 2016 the Defendant Floyd Grimes fraudulently  
8 conveyed the property to the WBG Trust.

9           64.     The Plaintiff is informed and believes and thereon alleges the WBG Trust is also  
10 known as the Wayne and Betty Grimes Trust. The Trustees designated to administer the Trust  
11 are the Defendants Floyd Grimes and Defendant Elizabeth Grimes.

12          65.     On or about March 02, 2016 the Plaintiff appeared in Court as the Tenant and the  
13 Defendant Floyd Grimes appeared as the Landlord in a hearing for Summary Eviction.

14          66.     After being sworn in and under oath the Defendant Floyd Grimes testified the  
15 purchase price for the property was \$69,000 but that the Plaintiff would not sign the contract.

16          67.     Plaintiff testified there was a contract between the Plaintiff and the Defendant and  
17 that the Plaintiff had already paid the purchase price for the property; however the Defendant  
18 presented a typed contract years later which the Plaintiff did refuse to sign because was modified  
19 from the original contract.

20          68.     The Court ruled it agreed with the Courts previous decisions. That the matter is  
21 not proper for Summary Eviction and denied the Summary Eviction

22          69.     The Plaintiff contacted the Defendant Floyd Grimes after the March 02, 2016  
23 hearing and offered to forfeit the incidental overpayment of approximately \$22,756 and would  
24 pay an additional \$5,000 to the Defendant Floyd Grimes in return for the title to the property.

25          70.     The Defendant Floyd Grimes refused the Plaintiff's offer and told the Plaintiff it

1 should just sign the typed contract.

2 71. On or about April 27, 2017 the Defendants served the Plaintiff with a Thirty-Day  
3 "No Cause" Notice.

4 72. On or about June 08, 2017 the Defendant Floyd Grimes contacted the North Las  
5 Vegas Water Utility (hereinafter "the Water Utility"), which is the entity that provides water  
6 service to the property, and informed the Water Utility that there "is a squatter living at the  
7 property" and to disconnect the water service.

8 73. The Water Utility then disconnected the water service to the property.

9 74. On or about June 13, 2017 the Defendants had the Plaintiff served with a Five-  
10 Day Notice of Unlawful Detainer.

11 75. The Plaintiff filed its answer to the Defendants Notice and a hearing was  
12 scheduled for June 29, 2017.

13 76. On or about June 29, 2017 the Plaintiff appeared in Court as the Tenant and the  
14 Defendant Floyd Grimes and Defendant Victoria Halsey appeared as the Landlord in a hearing  
15 for Summary Eviction.

16 77. After being sworn in and under oath the Defendants testified the Plaintiff stopped  
17 making payments to purchase the property and refused to sign the purchase and sale contract  
18 Defendants had offered it to the Plaintiff.

19 78. The Plaintiff testified it had a contract to purchase the property and had already  
20 paid approximately \$95,000 to the Defendants, and that the Plaintiff had refused to sign the  
21 typed purchase and sale contract because the Defendants had modified without notice or  
22 approval of the Plaintiff.

23 79. The Defendant Floyd Grimes testified that the Plaintiff had not paid for the  
24 purchase price of the property because the purchase price was financed by Defendant Floyd  
25 Grimes and was a hard money loan, and the Plaintiff had not paid the loan off.

1           80.     The Plaintiff testified the purchase price was said to be inclusive of tax and  
2 interest and it had already paid approximately \$95,000 for the property.

3           81.     The Judicial Officer asked the Defendants how much the tenant (Plaintiff Thomas  
4 Walker) had paid for the property.

5           82.     The Defendant Halsey filed through her paperwork and calculated a total, then  
6 answered the Judicial Officer by testifying the Plaintiff had paid \$54,118; however that did not  
7 include the first 2 years of payments, testifying further that her books that contained the Plaintiffs  
8 first 2 years of payment was gone. It had been lost after the death of Defendants late husband.

9           83.     The Plaintiff testified the Defendants had also disconnected the water service to  
10 the property.

11          84.     The Judicial Officer told the Defendants specifically Defendant Floyd Grimes,  
12 “Mr. Grimes, if you know there is an occupant at the property you cannot deprive someone of  
13 water service to try and force them off the property”

14          85.     Defendant Floyd Grimes asked the Judicial Officer “Is that an Order of the  
15 Court?”

16          86.     The Judicial Officer replied “no, it is not an order of the Court”

17          87.     The finding of the Court was that the matter was not proper for Summary  
18 Eviction, there are far too many issues and Summary Evictions was not the appropriate Court for  
19 the adjudication of those issues. The Judicial Officer told the Defendants to “stop filing for  
20 Summary Evictions, you are only going to keep getting the same results. You must file a  
21 complaint for formal eviction if you want to have the issues resolved”. The Court denied the  
22 Summary Eviction.

23          88.     Plaintiff is informed and believes and thereon alleges that during the following  
24 months the Plaintiff made numerous call to the Water Utility requesting water service. The  
25 representatives would have the Plaintiff wait and would contact Defendant Floyd Grimes to get

1 authorization to restore water service.

2 89. The Plaintiff is informed and believes and thereon alleges that the Defendant  
3 refuse to grant permission to the Water Utility to restore the water service to the property. The  
4 Defendant instructed the Water Utility to notify the Plaintiff to sign the contract if it wanted the  
5 water service; otherwise the Water Utility was not allowed to restore the water service.

6 90. The representatives with the Water Utility would not even allow the Plaintiff to  
7 pay the past due balance and told the Plaintiff, if it wanted the water turned back on it should  
8 sign the Defendants contract, otherwise the Water Utility could not reconnect the water service  
9 without a valid lease agreement, a Court Order or the owner's consent.

10 91. On or about October 04, 2017 the Plaintiff mailed the Defendants written notice  
11 of the Defendants breach of contract, requesting the Defendant remedy the breach and return  
12 compliance with the contract.

13 92. On or about October 04, 2017 the Plaintiff also mailed the Defendants a demand  
14 letter for the conveyance of the property and the return of the Plaintiff's incidental overpayment  
15 of approximately \$25,000.

16 93. On or about October 17, 2017 the Defendants had the Plaintiff served with  
17 another Notice of Unlawful Detainer.

18 94. The Plaintiff filed its answer and a Court hearing was scheduled for on or about  
19 November, 2017.

20 95. On or about November, 2017 the Plaintiff appearing as the Tenant and the  
21 Defendants Floyd Grimes, Victoria Halsey and Elizabeth Grimes appeared in Court as the  
22 landlord.

23 96. The Court upheld the ruling of the previous 3 Summary Eviction hearing and  
24 denied the Summary Eviction.

25 97. Beginning February 01, 2005 to the present day the Plaintiff has paid the property

1 taxes on the mobile home and until November 2015 Plaintiff had been paying an increased  
2 amount of \$25 for water service.

3 98. The extreme and outrageous actions of the Defendants disconnecting and ordering  
4 the water service remain disconnected until the Plaintiff sign their contract have caused the  
5 Plaintiff to feel humiliated and degraded and is oppressive of the Plaintiff's right to public water.

6 99. Plaintiff is informed and believes and thereon alleges the Defendants actions of  
7 malice are without regard and remorse and have been intentionally to cause the Plaintiff extreme  
8 emotional distress that will force the Plaintiff to leave the property.

9 100. The Plaintiff attempted to hire a lawyer for representation and to help resolve  
10 these matters, and could not find a lawyer that was willing to represent the Plaintiff, therefor the  
11 Plaintiff began preparing to represent himself in the matter.

12 101. On or about May 25, 2018 Plaintiff, by way of registered mail, return receipt  
13 requested, mailed a Demand Letter to Defendant Floyd Grimes, demanding, the Defendant  
14 convey the title for the property to the Plaintiff, return the Plaintiff's overpayment in the amount  
15 of \$22,756 and failing to respond to the Plaintiff will result in a law suit being filed in Court  
16 against the Defendants

17 102. On or about June 23, 2018 Plaintiff, by way of registered mail, return receipt  
18 requested, mailed a Demand Letter to Defendant Victoria Halsey, demanding, the Defendants  
19 convey the title for the property to the Plaintiff, return the Plaintiff's overpayment in the amount  
20 of \$22,756 and failing to respond to the Plaintiff will result in a law suit being filed in Court  
21 against the Defendants

22 103. The Plaintiff is informed and believes and thereon alleges that the Defendants  
23 failed to respond and the Plaintiff began preparing this Verified Complaint.

24 104. On or about September 05, 2018 while researching information needed to prepare  
25 this Verified Complaint the Plaintiff discovered the Defendants sold the property for a second



1 time.

2 105. On or about August 13, 2018, an insider, identified as the Defendant Jalee  
3 Arnone, a tenant residing at 4304 Thicket Avenue, North Las Vegas, Nevada, 89031, owned by  
4 Defendant Floyd Grimes, executed a Quit Claim Deed by recording in the office of the Clark  
5 County Recorder, a Quit Claim Deed for \$15,000, for the sale of the property located at 6253  
6 Rocky Mountain Avenue, Las Vegas, Nevada 89156 legally known as.

7 106. The Plaintiff is informed and believes and thereon alleges that the Quit Claim  
8 Deed for the amount of \$15,000 is for the property which is subject of this action and is signed  
9 by Defendant Floyd Grimes, Defendant Elizabeth Grimes and Defendant Jalee Arnone, is part of  
10 a civil conspiracy to remove the Plaintiff from the property.

11 107. The Plaintiff, is informed and believes and thereon alleges that the Plaintiff can  
12 prove the allegations contained in this complaint and shall do so in trial. The Plaintiff having  
13 endured the extreme and outrageous actions of the Defendants; therefore, brings forth and files  
14 the Plaintiffs Verified Complaint for causes of action

15  
16 **FIRST CAUSE OF ACTION**  
17 **INJUNCTIVE RELIEF**  
18 **Violation of Nevada Revised Statutes 205.365**  
19 **(Order to Set Aside Fraudulent Conveyance)**

20 **(Against All Defendants)**

21 108. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 107, as though  
22 fully set forth at length herein.

23 109. The Plaintiff is informed and believes and thereon alleges that the Defendant  
24 Floyd Grimes sold the property located at 6253 Rocky Mountain Avenue, Las Vegas, Nevada  
25 89156 legally described as SUNRISE TRLR EST UNIT #5B PLAT BOOK 11 PAGE 83 LOT  
26 27 BLOCK 1, Parcel number 140-15-414-070 (hereinafter "property", subject of this action,

1 twice.

2 110. The Defendant Floyd Grimes with the assistance of Defendant Victoria Halsey,  
3 sold the above-described property, for the first time, to the Plaintiff Thomas Walker, on January  
4 15, 2005

5 111. The Plaintiff is informed and believes and thereon alleges that Defendant Floyd  
6 Grimes and Defendant Victoria Halsey sold the same, above-described property, for the second  
7 time to Defendant Jalee Arnone, on August 13, 2018.

8 112. Defendants Floyd Grimes and Defendants Victoria Halsey's actions are within the  
9 meaning prescribed in NRS 205.365 and therefore violates this section of the Nevada Revised  
10 Statutes.

11 **NRS 205.365 Fraudulently selling real estate twice**

12 A person, after once selling, bartering or disposing of any tract of land,  
13 town lot, or executing any bond or agreement for the sale of any land or  
14 town lot, who again, knowingly and fraudulently, sells, barter or disposes  
15 of the same tract of land or lot, or any part thereof, or knowingly and  
16 fraudulently executes any bond or agreement to sell, barter or dispose of  
17 the same land or lot, or any part thereof, to any other person, for a valuable  
18 consideration, shall be punished:

1. Where the value of the property involved is \$650 or more, for  
a category C felony as provided in NRS 193.130. In addition to  
any other penalty, the court shall order the person to pay  
restitution.

18 113. The course of conduct described herein, is unlawful and is appropriate for an  
19 injunction by this Court.

20 114. As all real estate is unique in Nevada, Plaintiff has no adequate remedy at law,  
21 and is therefore entitled to have the Court order the property to be re-conveyed to the Plaintiff.

22 115. The Plaintiff is informed and believes and thereon alleges that it is plausible that  
23 the Plaintiff will prevail on the remainder of the Plaintiff's claims.

24 116. The sale of the above-described property, twice, violates the Nevada Revised  
25 Statute and is unlawful, therefore the sale of the property is invalid ,and the Plaintiff is entitled to

1 an Order that the sale should be set aside, and, ordering that it be set aside, and further, to the  
2 extent necessary, enjoining and requiring Defendants to unwind the sale transaction, re-deed the  
3 “property” to the Plaintiff, and to take such further action as may be required to return ownership  
4 of the “property” to the Plaintiff Thomas Walker.

5 **SECOND CAUSE OF ACTION**  
6 **DECLERATORY RELIEF**

7 **(AS TO DEFENDANTS FLOYD GRIMES, ELIZABETH GRIMES, WBG TRUST,**  
8 **VICTORIA HALSEY, JALEE ARNONE, PETER ARNONE; ALL PERSONS**  
9 **UNKNOWN, CLAIMING ANY LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE,**  
10 **LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE VERIFIED**  
11 **COMPLAINT ADVERSE TO PLAINTIFFS' TITLE, OR ANY CLOUD ON**  
12 **PLAINTIFFS' TITLE THERETO; AND DOES 1 THROUGH 20; AND ROE BUSINESS**  
13 **ENTITIES 20 THROUGH 50)**

14 117. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 116, as though  
15 fully set forth at length herein.

16 118. The Plaintiff contends it entered into a contract with the Defendant Floyd Grimes  
17 and Defendant Victoria Halsey on January 15, 2005, to purchase the property, subject of this  
18 action for the purchase price of \$69,000. On or about October 2015, at which time the Plaintiff  
19 notified the Defendants it had paid approximately \$91,756 , and was no longer making any more  
20 payments to the Defendants for the property and demanded the Defendants convey the title for  
21 the property in accordance with the contract. The Defendants refused to comply with the  
22 contract.

23 119. Whereas, the Defendant Floyd Grimes and Defendant Victoria Halsey dispute the  
24 Plaintiff's contention and contend the Defendants revert the Plaintiff's purchase payments to rent  
25 payments when the Plaintiff stopped making payments in October 2015, so the Plaintiff's  
purchase payments were all then rent payments, amending the purchase contract to a lease  
agreement. On or about December 14, 2015, during a Summary Eviction hearing the Defendant  
Halsey testified to this fact.

1           120. The course of conduct described herein, is unlawful and is appropriate for a  
2 declaration by this Court.

3           121. Accordingly a justiciable controversy has arisen between the parties whose  
4 interests are adverse, and the dispute is ripe for adjudication. Plaintiff Thomas Walker has acted  
5 lawfully and in full compliance with its contract and other governing documents and is, in fact,  
6 the purchaser of the property not a Tenant and is entitled to a declaration from this Court to that  
7 effect.

8           122. Accordingly this Court should declare and decree and enter an Order of  
9 Declaratory Relief that the Plaintiff is the rightful owner of the property and quiet title in the  
10 name of the Plaintiff Thomas Walker.

11                                   **THIRD CAUSE OF ACTION**  
12                                   **DECLERATORY RELIEF**  
13                                   **Violation of Article 1§ 1of the Nevada Constitution**

14                                   **(Against All Defendants)**

15           123. Plaintiff hereby incorporates and re-alleges Paragraphs 1through 122, as though  
16 fully set forth at length herein.

17           124. On or about October 2015, the Plaintiff discovered it had paid the Defendant  
18 Floyd Grimes and Defendant Victoria Halsey approximately \$91,756. This was the purchase  
19 price for the property of \$69,000 plus an incidental overpayment of \$22,756. At which time the  
20 Plaintiff contacted the Defendants and demanded the Defendants convey the title for the property  
21 to the Plaintiff Thomas Walker, in accordance with the party's contract.

22           125. Defendant Floyd Grimes and Defendant Victoria Halsey refused to convey the  
23 title for the property to the Plaintiff, but attempted to evict the Plaintiff from the property. The  
24 Defendants Floyd Grimes and Victoria Halsey, unable to obtain a Court Order for Summary  
25 Eviction against the Plaintiff, then sold the property, to a third party, an insider, identified as the  
Defendant Jalee Arnone. The Defendants acted in conspiracy and with the intent to purposefully

1 deprive the Plaintiff Thomas Walker of its rights to possession of the property.

2 126. Defendant Floyd Grimes in open Court while sworn in under oath testified the  
3 Plaintiff was purchasing the property and the purchase price was \$69,000.

4 127. Defendant Victoria Halsey in her combined testimony in open Court while sworn  
5 in under oath testified the Plaintiff had paid the Defendants \$74,118.

6 128. The Plaintiff paid the purchase price for the property and therefore is entitled to a  
7 declaration of ownership.

8 129. The Constitution of The State of Nevada, Article 1 § 1 states: All men are by  
9 Nature free and equal and have certain inalienable rights among which are those of enjoying and  
10 defending life and liberty; Acquiring, Possessing and Protecting property and pursuing and  
11 obtaining safety and happiness

12 130. The Defendant's actions have been to intentionally deprive the Plaintiff of its  
13 right to possess property as protected under Article 1§ 1 of The Constitution of The State of  
14 Nevada and therefore violates this Section of The Constitution of The State of Nevada.

15 131. The course of conduct described herein, taken by the Defendants, is unlawful, and  
16 is appropriate for declaration by this Court.

17 132. By virtue of the Defendant's undertaking such unlawful conduct, at the expense  
18 of the Plaintiff, the Plaintiff is entitled, against all Defendants, to such relief as the Court deems  
19 proper, including but not limited to declaratory relief, injunctive relief, and the cost and expenses  
20 of this action.

21 **FOURTH CAUSE OF ACTION**  
22 **DECLARATORY RELIEF**  
**Violation of Article 1, § 8 (2) of the Nevada Constitution**

23 **(Against All Defendants)**

24 133. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 132, as though  
25 fully set forth at length herein.



1                   **NRS 205.365 Fraudulently selling real estate twice**

2                   A person, after once selling, bartering or disposing of any tract of land,  
3                   town lot, or executing any bond or agreement for the sale of any land or  
4                   town lot, who again, knowingly and fraudulently, sells, barter or disposes  
5                   of the same tract of land or lot, or any part thereof, or knowingly and  
6                   fraudulently executes any bond or agreement to sell, barter or dispose of  
7                   the same land or lot, or any part thereof, to any other person, for a valuable  
8                   consideration, shall be punished:

9                   1. Where the value of the property involved is \$650 or more, for  
10                  a category C felony as provided in NRS 193.130. In addition to  
11                  any other penalty, the court shall order the person to pay  
12                  restitution.

13                  143. The course of conduct described herein, is unlawful is appropriate for a  
14                  declaration by this Court.

15                  144. By virtue of the Defendant's undertaking such unlawful conduct, at the expense  
16                  of the Plaintiff, the Plaintiff is entitled, against all Defendants, to such relief as the Court deems  
17                  proper, including but not limited to declaratory relief, injunctive relief, and the cost and expenses  
18                  of this action.

19                                   **SIXTH CAUSE OF ACTION**  
20                                   **BREACH OF CONTRACT**

21                                   **(Against Defendants Floyd Grimes and Victoria Halsey)**

22                  145. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 144, as though  
23                  fully set forth at length herein.

24                  146. On or about January 15, 2005 Plaintiff entered into a contract with Defendant  
25                  Floyd Grimes and Defendant Victoria Halsey to purchase the property for a purchase price of  
26                  \$69,000.

27                  147. Defendant was to convey title to the property upon payment of the purchase price.

28                  148. The Plaintiff paid the purchase price. This is confirmed, by the combined  
29                  testimony of the Defendant Halsey in open Court, on December 14, 2015 and June 29, 2017.

30                  149. Defendant Halsey sworn in, under oath, testified the Plaintiff paid an extra \$100

1 for the down payment, this would mean the Plaintiff paid \$20,000 during the first 2 years.

2 150. Defendant Halsey later testified the Plaintiff paid \$54,118; however, this amount  
3 in not inclusive of the payments received from Thomas Walker during the first 2 years, because  
4 Defendant Halsey lost her books which contained the accounting for the first 2 years of  
5 payments received from Thomas Walker, sometime after the loss of her late husband Bruce  
6 Halsey.

7 151. The Defendant Halsey in her combined testimony, testified the Plaintiff paid the  
8 Defendants \$74,118; therefore, Defendant Halsey testified the Plaintiff paid the purchase price  
9 for the property.

10 152. Defendant Floyd Grimes owed a duty to perform its obligations to the contract  
11 and refused to convey title for the property to the Plaintiff after receiving payment of the  
12 purchase price. The Defendant Floyd Grimes actions constitute a material breach of Defendants  
13 contract with the Plaintiff.

14 153. As a direct and proximate result of Defendant Floyd Grimes and Defendant  
15 Victoria Halsey actions of breach the contract, Plaintiff Thomas Walker has suffered and will  
16 continue to suffer direct, incidental and consequential damages in an amount to be proven at  
17 trial, but in any event, in an excess of \$15,000

18 **SEVENTH CAUSE OF ACTION**  
19 **BREACH OF CONTRACT (Tort)**

20 **(Against Defendants Floyd Grimes and Victoria Halsey)**

21 154. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 153, as though  
22 fully set forth at length herein.

23 155. On or about January 15, 2005 Plaintiff entered into a contract with Defendant  
24 Floyd Grimes and Defendant Victoria Halsey to purchase the property for a purchase price of  
25 \$69,000.



1           156. Defendant was to convey title to the property upon payment of the purchase price.

2           157. The Plaintiff paid the purchase price. This is confirmed, by the combined  
3 testimony of the Defendant Halsey in open Court, on December 14, 2015 and June 29, 2017.

4           158. Defendant Halsey sworn in, under oath, testified the Plaintiff paid an extra \$100  
5 for the down payment, this would mean the Plaintiff paid \$20,000 during the first 2 years.

6           159. Defendant Halsey later testified the Plaintiff paid \$54,118; however, this amount  
7 in not inclusive of the payments received from Thomas Walker during the first 2 years, because  
8 Defendant Halsey lost her books which contained the accounting for the first 2 years of  
9 payments received from Thomas Walker, sometime after the loss of her late husband Bruce  
10 Halsey.

11           160. The Defendant Halsey in her combined testimony, testified the Plaintiff paid the  
12 Defendants \$74,118; therefore, Defendant Halsey testified the Plaintiff paid the purchase price  
13 for the property.

14           161. Defendant Floyd Grimes owed a duty to perform its obligations to the contract  
15 and refused to convey title for the property to the Plaintiff after receiving payment of the  
16 purchase price. The Defendant Floyd Grimes actions constitute a material breach of Defendants  
17 contract with the Plaintiff.

18           162. As a direct and proximate result of Defendant Floyd Grimes and Defendant  
19 Victoria Halsey actions of breach the contract, Plaintiff Thomas Walker has suffered and will  
20 continue to suffer from the Defendants breach of contract and is entitled to an award of  
21 compensatory damages in an amount to be proven at trial, but in any event, in an excess of  
22 \$91,756

23           163. In committing the acts herein above alleged, Defendants are guilty of oppression,  
24 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
25 to recover punitive damages from the Defendants for the purpose of deterring him and others

1 similarly situated from engaging in like conduct.

2 **EIGHTH CAUSE OF ACTION**  
3 **SLANDER OF TITLE**

4 **(Against Defendants Floyd Grimes, Elizabeth Grimes, WBG Trust and Victoria Halsey)**

5 164. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 163, as though  
6 fully set forth at length herein.

7 165. The Defendant Floyd Grimes slandered the title to the Plaintiffs property  
8 intentionally and without justification when the Defendant transferred the title for the property to  
9 the WBG Trust and recorded the transfer with the Clark County recorder, making the deed  
10 public.

11 166. The Defendants knew that the North Las Vegas Water Utility would act in  
12 reliance on the deed causing the Plaintiff to suffer a loss of water service to the property and loss  
13 of the Plaintiffs right to the use of public utilities.

14 167. The North Las Vegas Water Utility did in fact act in reliance of the deed when it  
15 refused to connect or provide water service to the property due to the recorded ownership of the  
16 deed and the deed not naming the Plaintiff as owner.

17 168. As a direct and proximate result of the Defendants publicly recording the deed has  
18 induced, directly caused, and proximately caused the North Las Vegas Water Utility to refuse the  
19 Plaintiff water service to the property, destroying the Plaintiff benefits of the property, the  
20 enjoyments of the property and the Plaintiff's possessory interest in the property.

21 169. As a direct and proximate result of the Defendants actions of slandering the title  
22 to the property the Plaintiff has suffered diminution to the value of the plaintiff's interest in the  
23 property, diminution in the value of the title, and diminution of the value and condition of the  
24 property and direct, incidental and consequential damages in an amount to be proven at trial but  
25 in any event in excess of \$15,000.

1 170. In committing the acts herein above alleged, Defendants are guilty of oppression,  
2 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
3 to recover punitive damages from the Defendants for the purpose of deterring him and others  
4 similarly situated from engaging in like conduct.

5 **NINETH CAUSE OF ACTION**  
6 **SLANDER**

7 **(Against Defendants Jalee Arnone, Floyd Grimes**  
8 **Elizabeth Grimes, WBG Trust and Victoria Halsey)**

9 171. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 170, as though  
10 fully set forth at length herein.

11 172. The Defendant Jalee Arnone accepted a Quit Claim Deed which transferred the  
12 title for the property from the WBG Trust, the Wayne and Betty Grimes Trust, to Defendant  
13 Jalee Arnone, which the Defendant Jalee Arnone then recorded the transfer with the Clark  
14 County recorder, making the deed public.

15 173. The Defendant Jalee Arnone knew or should have reasonably known of the  
16 property dispute between the Defendant Floyd Grimes and the Plaintiff and that the Plaintiff was  
17 the rightful owner of the property.

18 174. The Defendants knew that the Water Utility would act in reliance on the deed  
19 causing the Plaintiff to suffer a loss.

20 175. The Water Utility did in fact act in reliance of the deed when it refused to connect  
21 or provide water service to the property after checking the property owner information when the  
22 Plaintiff paid the balance of approximately \$360 to have the water service restored to the  
23 property.

24 176. As a direct and proximate result of the Defendants actions which slander the title  
25 to the property the Plaintiff has suffered direct, incidental and consequential damages in an  
amount to be proven at trial but in any event in excess of \$15,000.

1 177. In committing the acts herein above alleged, Defendants are guilty of oppression,  
2 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
3 to recover punitive damages from the Defendants for the purpose of deterring him and others  
4 similarly situated from engaging in like conduct.

5 **TENTH CAUSE OF ACTION**  
6 **NUISANCE**

7 **(Against Defendants Floyd Grimes, Elizabeth Grimes, Victoria Halsey and Jalee Arnone)**

8 178. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 177, as though  
9 fully set forth at length herein

10 179. The Defendant have unreasonably and unlawfully used its' possession of its own  
11 title for the property to substantially interfere with the property belonging to Plaintiff.  
12 Defendants have substantially interfered with the Plaintiff's enjoyments of its own property, and  
13 therefore have acted as a nuisance.

14 180. On or about June 08, 2016 the Defendant Floyd Grimes contacted the North as  
15 Vegas Water Utility and unlawfully caused the water service to be disconnected. Using the  
16 Defendants possession of the title has caused temporary and permanent injury to the Plaintiff's  
17 property that cannot be remediated without extensive rehabilitation. The dead grass drove insects  
18 into the mobile homes. Overgrown and dying trees and bushes attracted rats and other rodents  
19 into the neighborhood. The Plaintiff has been cited on several occasions for violations of  
20 municipal ordinances and is without the ability to rehabilitate the property.

21 181. Because of the extensive temporary and permanent damages caused to the  
22 property of the Plaintiff, the Plaintiff has suffered diminution of value of its home, loss of  
23 enjoyment of its home and mental anguish.

24 182. The Defendants actions are within the meaning of NRS 40.140 and therefore  
25 violates this section of the Nevada Revised Statutes.

1 183. The Defendants owed a duty to obey the laws of the State of Nevada, Clark  
2 County and by failing to do so have acted as a nuisance.

3 184. As a direct and proximate result of the Defendants nuisance actions as stated above  
4 the Plaintiff bring this count for compensatory damages and abatement in the amount \$105,000,  
5 and;

6 185. As a direct and proximate result of the Defendants nuisance actions as stated above  
7 the Plaintiff has suffered and direct, incidental and consequential damages in an amount to be  
8 proven at trial, but in any event, in excess of \$15,000, plus prejudgment interest

9 186. In committing the acts herein above alleged, Defendants are guilty of oppression,  
10 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
11 to recover punitive damages from the Defendants for the purpose of deterring him and others  
12 similarly situated from engaging in like conduct.

13 **ELEVENTH CAUSE OF ACTION**  
14 **ABUSE OF PROCESS**

15 **(Against Defendants Floyd Grimes and Victoria Halsey)**

16 187. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 186, as though  
17 fully set forth at length herein.

18 188. The Defendant Grimes and Halsey have abused the process of Summary Eviction  
19 for the malicious purposes of trying to unlawfully evict the Plaintiff from the property and to  
20 deprive the Plaintiff of its protected rights, not for a resolution of the issues.

21 189. The Defendants Grimes and Halsey were instructed by the Judge in the second  
22 Summary Eviction hearing not to file for Summary Eviction again, as it would only produce the  
23 same results.

24 190. The Defendants Grimes and Halsey were made aware by the Justice of the piece  
25 that Summary Eviction would not remedy or resolve the issues between the Plaintiff and the

1 Defendants.

2 191. The Defendants ignored the Justices of the piece, instructions to the Defendants,  
3 not to file again for Summary Eviction, and without any respect for the Judicial Officers  
4 instructions, the Defendants filed two more times thereafter for Summary Eviction against the  
5 Plaintiff Thomas Walker..

6 192. The Defendant's owed a duty to the Plaintiff to use the judicial process to resolve  
7 the issues, and not to abuse, while attempting to wrongfully evict the Plaintiff from the property  
8 it purchased, or to abuse while attempting to violate the Plaintiff's protected rights to the  
9 property, or for the Defendants to abuse while attempting to violating the laws of the State of  
10 Nevada..

11 193. As a direct and proximate result of the Defendant Grimes and Halsey's actions of  
12 abused of process the Plaintiff has suffered direct, incidental and consequential damages in an  
13 amount to be proven at trial, but in any event, in excess of \$15,000, plus prejudgment interest

14 194. In committing the acts herein above alleged, Defendants are guilty of oppression,  
15 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
16 to recover punitive damages from the Defendants for the purpose of deterring him and others  
17 similarly situated from engaging in like conduct

18 **TWELVTH CAUSE OF ACTION**  
19 **FRAUDULENT INDUCEMENT**

20 **(Against Defendants Floyd Grimes and Victoria Halsey)**

21 195. Plaintiff hereby incorporates and re-alleges Paragraphs 1through 194, as though  
22 fully set forth at length herein.

23 196. On or about January 15, 2005 the Defendants Floyd Grimes and Victoria Halsey  
24 were asked by the Plaintiff, "are the tax and interest included", in which they falsely and  
25 fraudulently represented the tax, interest and down payment were included in the purchase price

1 of \$69,000. As of January 15, 2005 the Defendants knew they intended for the Plaintiff to pay  
2 payments of \$677 which was the purchase price of \$69,000 at 11% annual interest for 30  
3 comprised with tax to be withheld and paid by the seller as computed by an amortized loan  
4 calculator.

5 197. The Defendants representation regarding the purchase price for the property, was  
6 patently false. The true facts were the Defendants had already intended to charge 11% interest  
7 annually for 30 years on the \$69,000 purchase price, and for the Plaintiff to pay the Defendants  
8 \$677 monthly for 30 years; however, the Defendants intended not to disclose this fact to the  
9 Plaintiff until years later, once the Plaintiff had invested so much money that it would be  
10 obligated to agree to the Defendants terms, no matter how outrageous, otherwise suffer the loss  
11 of the Plaintiffs investment or the property, or both the Plaintiff investment and the property.

12 198. Defendants and each of them, at all times mentioned herein, knew this  
13 representation of the purchase price to be false and made this false representation with the intent  
14 to cause the Plaintiff to rely on it and to deceive the Plaintiff and induce the Plaintiff to accept  
15 the Defendants offer to purchase the property. Specifically, Defendants made false statements to  
16 the Plaintiff to induce the Plaintiff to enter into a purchase and sale land installment contract, to  
17 purchase the Defendant Floyd Grimes property, commonly known as: 6253 Rocky Mountain  
18 Avenue, Las Vegas, Nevada 89156, legal description: SUNRISE TRLR EST UNIT #5B PLAT  
19 BOOK 11 PAGE 83 LOT 27 BLOCK 1, Parcel number 140-15-414-070, including tax, interest  
20 and down payment of \$2500 for a total sum of \$69,000.

21 199. The Plaintiff believed and relied on this false representation and was thereby  
22 induced to make its initial investment and accept the Defendants offer, purchasing the above-  
23 described property and paid the Defendants a sum of no less than \$91,756. Had it not been for  
24 the Defendants false misrepresentations, the Plaintiff would not have entered into a contract with  
25 the Defendants.

1           200. As a direct and proximate result of the Defendants intentional aforesaid fraudulent  
2 misrepresentation the Plaintiff has suffered direct , proximate and consequential damages all in  
3 an amount to be determined at trial, but in any event, in an amount in excess of \$15,000, plus  
4 prejudgment interest.

5           201. In committing the acts herein above alleged, Defendants are guilty of oppression,  
6 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff is entitled to recover  
7 punitive damages from the Defendants for the purpose of deterring him and others similarly  
8 situated from engaging in like conduct

9                                   **THIRTEENTH CAUSE OF ACTION**  
10                                   **FRAUDULENT CONCEALMENT**

11           **(Against Defendants Floyd Grimes, Elizabeth Grimes, Victoria Halsey and Jalee Arnone)**

12           202. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 201, as though  
13 fully set forth at length herein.

14           203. On or about August 13, 2018 the Defendant's Floyd Grimes and Elizabeth  
15 Grimes, acting as Trustees of the WBG Trust, conveyed the property, purchased by the Plaintiff,  
16 to Defendant Jalee Arnone.

17           204. The Defendants withheld the conveyance of the property from the Plaintiff for the  
18 purpose of committing fraud against the Plaintiff.

19           205. The Defendant owed a duty to the Plaintiff to disclose the conveyance of the  
20 property to the Plaintiff to obey the laws of the State of Nevada in the County of Clark and by  
21 failing to do so have acted within the means of fraudulent concealment.

22           206. as a direct and proximate result of the Defendants actions of fraudulent  
23 concealment. The Plaintiff Thomas Walker has suffered direct, incidental and consequential  
24 damages in an amount to be proven at trial, but in any event, in excess of \$15,000, plus  
25 prejudgment interest



1           207. In committing the acts herein above alleged, Defendants are guilty of oppression,  
2 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
3 to recover punitive damages from the Defendants for the purpose of deterring him and others  
4 similarly situated from engaging in like conduct.

5                                   **FOURTEENTH CAUSE OF ACTION**  
6                                   **FRAUDULENT TRANSFER**

7                                   **(Against Defendants Floyd Grimes, Elizabeth Grimes and Victoria Halsey)**

8           208. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 207, as though  
9 fully set forth at length herein.

10          209. On February 11, 2016 Defendant Grimes transferred the “property” to the WBG  
11 Trust, also known as the Wayne and Betty Grimes Trust, which is administered by the Trustees  
12 Defendants Floyd Grimes and Elizabeth Grimes.

13          210. The Defendant Grimes transferred the “property” that was owed to the Plaintiff  
14 with the intention of committing fraud against the Plaintiff.

15          211. The Defendant Grimes had received payment from the Plaintiff of approximately  
16 \$91,756 for the purchase of the property, which the Defendant Grimes has retained for his own  
17 unjust benefit; however the Plaintiff did not receive conveyance of the title or any reasonable  
18 equivalent value in exchange for the transfer.

19          212. Defendant Grimes knew a lawsuit for the property was plausible and could  
20 potentially result in an award for damages, an award of the property, or an award of both the  
21 property and damages, in favor of the Plaintiff was plausible as well.

22          213. The Defendant owed a duty to the Plaintiff to obey the laws of the State of  
23 Nevada, in the County of Clark, and for failing to do so has acted within the means of a  
24 fraudulent transfer.

25          214. As a direct and proximate result of the Defendants actions of fraudulent transfer

1 the Plaintiff has suffered direct, incidental and consequential damages in an amount to be proven  
2 at trial, but in any event, in excess of \$15,000, plus prejudgment interest

3 215. In committing the acts herein above alleged, Defendants are guilty of oppression,  
4 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff is entitled to recover  
5 punitive damages from the Defendants for the purpose of deterring him and others similarly  
6 situated from engaging in like conduct

7 **FIFTEENTH CAUSE OF ACTION**  
8 **CONVERSION**

9 **(Against Defendants Floyd Grimes and Victoria Halsey)**

10 216. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 215, as though  
11 fully set forth at length herein.

12 217. On or about June 08, 2017 the Defendant Grimes contacted the North Las Vegas  
13 Water Utility and without knowledge or consent of the Plaintiff, Defendant Grimes asserted  
14 dominion over the title to the property and terminated the water service to the property.

15 218. The Defendants actions were in derogation, exclusion and defiance of the  
16 Plaintiff's rights.

17 219. The Defendant owed a duty to the Plaintiff to obey the laws of the State of  
18 Nevada, in the County of Clark and by unlawfully asserting dominion over the title to the  
19 property and oppressing the Plaintiff of its right to the supply and usage of the essential service,  
20 depriving the Plaintiff of water service has acted within the means of conversion.

21 220. As a direct and proximate result of the Defendant Floyd Grimes acts of  
22 conversion as stated above, the Plaintiff has suffered direct, incidental and consequential  
23 damages in an amount to be proven at trial, but in any event, in excess of \$15,000, plus  
24 prejudgment interest.

25 221. In committing the acts herein above alleged, Defendants are guilty of oppression,

1 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
2 to recover punitive damages from the Defendants for the purpose of deterring him and others  
3 similarly situated from engaging in like conduct.

4 **SIXTEENTH CAUSE OF ACTION**  
5 **UNJUST ENRICHMENT-Quantum Meruit-**

6 **(Against Defendants Floyd Grimes and Victoria Halsey)**

7 222. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 221, as though  
8 fully set forth at length herein.

9 223. On or about January 15, 2005 the Plaintiff purchased the property from Defendant  
10 Floyd Grimes and Defendant Victoria Halsey for a purchase price of \$69,000. The Plaintiff paid  
11 the defendants \$95,756, the purchase price and an incidental overpayment \$22,756. The  
12 Defendant's accepted and retained the payment of the Plaintiff's and the title to the property.

13 224. It is inequitable for the Defendants to retain the benefits of the Plaintiff's payment  
14 of and the title to the property without payment of value for the same and in doing so, the  
15 Defendants have been unjustly enriched.

16 225. The Defendants owed a duty to the Plaintiff to convey the title for the property to  
17 the Plaintiff and to return the Plaintiff's incidental over payment in the amount of approximately  
18 \$22,756, and for failing to do so the Defendants have been unjustly enriched.

19 226. As a direct and proximate result of the Defendant Grimes and Halsey's unjust  
20 enrichment, the Plaintiff has suffered direct, incidental and consequential damages in an amount  
21 to be proven at trial, but in any event, in excess of \$95,756, plus prejudgment interest

22 227. In committing the acts herein above alleged, Defendants are guilty of oppression,  
23 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
24 to recover punitive damages from the Defendants for the purpose of deterring him and others  
25 similarly situated from engaging in like conduct.

**(Against Defendants Floyd Grimes, Elizabeth Grimes, Victoria Halsey and Jalee Arnone)**

229. On or about August 13, 2018, the Defendants intentionally, by use of Quit Claim Deed, conveyed the property, purchased by the Plaintiff, paying the Defendant approximately \$91,756, to an insider, identified as the Defendant Jalee Arnone.

231. The Defendant owed a duty to the Plaintiff to obey the laws of the State of Nevada, in the County of Clark and by failing to do so acted within the means of conversion.

233. In committing the acts herein above alleged, Defendants are guilty of oppression, fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled to recover punitive damages from the Defendants for the purpose of deterring him and others similarly situated from engaging in like conduct

**(Against Defendants Floyd Grimes and Victoria Halsey)**

42

1 fully set forth at length herein.

2 235. Defendants Floyd Grimes and Victoria Halsey extreme and outrageous conduct  
3 has been with the intent of causing and has caused the Plaintiff extreme emotional distress.

4 236. On or about June 08, 2017 the Defendants acting with reckless disregard for the  
5 Plaintiff, The Defendant's extreme and outrageous conduct of contacting the North Las Vegas  
6 Water Utility and disconnecting the water service to the Plaintiff's property acted with malice  
7 and instructed the North Las Vegas Water Utility not to restore the water service for the Plaintiff.

8 237. The Defendants egregious, extreme and outrageous conduct acted with malice.  
9 The Defendants intent was to deprive the Plaintiff of water, causing the Plaintiff to suffer severe  
10 emotional distress, in an attempt to force the Plaintiff from the property.

11 238. The Defendants extreme and outrageous conduct, acting with reckless disregard, has  
12 caused the Plaintiff humiliation, embarrassment, and to feel degraded, both privately and  
13 publicly.

14 239. The Plaintiff has suffered the embarrassment of carrying buckets and coolers full  
15 of water, up the street and onto the property while the neighbors watch, just to maintain the  
16 sewer and plumbing systems to the property in working order, and to bathed and washed dishes,  
17 which the Plaintiff has had to do out of buckets of water. The Plaintiff has endured the summer  
18 heat through 2 out of 5 of the hottest summer, on record, in Las Vegas.

19 240. The Plaintiff continues to suffer these humiliations, including but not limited, to  
20 the loss of the use and of enjoyment of the property, the financial loss for having to go to the  
21 laundry mat to wash clothes every week.

22 241. The Defendants have actions include acting in disregard for the judicial  
23 instructions of a Judicial Officer. The Defendants in a hearing for Summary Eviction on June 29,  
24 2017, were instructed by the Honorable Judge Holly S. Stoberski to reconnect the water service,  
25 notifying the Defendants if they know there is an occupant at the property they cannot disconnect

1 the water service in an attempt to force them off the property. The Defendants asked the  
2 honorable Judge Stoberski, if that was an order of the Court. The honorable Judge Stoberski,  
3 after already ruling the Summary Eviction Court was not the proper Court for adjudicating the  
4 Plaintiff and the Defendants issues, responded to the Defendants, "No" it was not an order of the  
5 court. The honorable Judge Stoberski not issuing an order for the Defendant's to reconnect  
6 service; the Defendants disrespectfully ignored the Judges instructions to reconnect the water.

7       242. The Defendants owed a duty to obey the laws of the State of Nevada and by the  
8 Defendants extreme and outrageous acts of malice to deprive the Plaintiff of water service, with  
9 the intent to cause the Plaintiff to suffer extreme emotional distress has failed to obey the laws in  
10 the State of Nevada, in the County of Clark.

11       243. As a direct and proximate result of the Defendant Extreme and outrageous actions  
12 have caused and will continue to cause the Plaintiff to suffer extreme emotional distress the  
13 plaintiff is entitled to compensatory damages in an amount to be proven at trial, but in any event,  
14 in excess of \$15,000, plus prejudgment interest.

15       244. In committing the acts herein above alleged, Defendants are guilty of oppression,  
16 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
17 to recover punitive damages from the Defendants for the purpose of deterring him and others  
18 similarly situated from engaging in like conduct.

19                               **NINETEENTH CAUSE OF ACTION**  
20                               **CIVIL CONSPIRACY**

21                               **(Against All Defendants)**

22       245. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 244, as though  
23 fully set forth at length herein.

24       246. Defendant Floyd Grimes, Elizabeth Grimes Victoria Halsey, Jalee Arnone and  
25 Peter Arnone conspired together with one another, against the Plaintiff, to unlawfully transfer the

1 property, by use of a Quit Claim Deed, from the WBG Trust, to Defendant Jalee Arnone, to  
2 further oppress the constitutionally protected rights of the Plaintiff, further deprive the Plaintiff  
3 of the use and enjoyments of the property and to commit fraud against the Plaintiff.

4 247. The Defendants committed and caused to be recorded in the Office of the Clark  
5 County Recorder the Quit Claim Deed for the property for the unlawful fraudulent transfer of the  
6 property on August 13, 2018.

7 248. The Defendants owed a duty to the Plaintiff to not to conspire to commit fraud  
8 against the Plaintiff and to obey the laws in the State of Nevada, County of Clark and failing to  
9 do so, the Defendants have acted in civil conspiracy to commit fraud against the Plaintiff.

10 249. As a direct and proximate result of the Defendants civil conspiracy the Plaintiff  
11 has suffered direct, incidental and consequential damages in an amount to be proven at trial, but  
12 in any event, in excess of \$15,000 plus prejudgment interest.

13 250. In committing the acts herein above alleged, Defendants are guilty of oppression,  
14 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
15 to recover punitive damages from the Defendants for the purpose of deterring him and others  
16 similarly situated from engaging in like conduct.

17 **TWENTIETH CAUSE OF ACTION**  
18 **UNJUST ENRICHMENT**

19 **(Against Defendant Floyd Grimes, Victoria Halsey and Jalee Arnone)**

20 251. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 250, as though  
21 fully set forth at length herein.

22 252. Defendants Jalee Arnone, accepted and received a fraudulent transfer of the title  
23 to the property by use of a Quit Claim Deed, knowingly that the transfer was fraudulent.

24 253. Defendant Jalee Arnone had knowledge or should have known that the property  
25 had been previously purchased by the Plaintiff and therefore, rightfully belonged to the Plaintiff.

1           254. The Defendant Jalee Arnone accepted conveyance of the title for the property and  
2 has retained the benefit of the title to the property under circumstances where it is unequitable for  
3 the Defendant Jalee Arnone to retain the benefit of the property, rightfully belonging to the  
4 Plaintiff.

5           255. There Plaintiff did not offer to sell the property to the Plaintiff and there is no  
6 contract that exists between the Plaintiff and the Defendant Jalee Arnone that confers the  
7 Defendant the right to possess the property.

8           256. The Plaintiff paid approximately \$91,756 for the title to the property, while the  
9 Defendant Jalee Arnone retains the benefit of the title to the property without payment of value  
10 for the same in exchange.

11           257. The principles of justice, equity and good conscience require that the title to such  
12 property be returned to the Plaintiff.

13           258. The Defendant Jalee Arnone owes a duty to act in good conscience with the  
14 principals of justice and equity and to return the title for the property to the Plaintiff and for  
15 failing to do has been unjustly enriched.

16           259. As a direct and proximate result of the Defendant Jalee Arnone actions of unjust  
17 enrichment, the Plaintiff has suffered direct, incidental and consequential damages in an amount  
18 to be proven at trial, but in any event, in excess of \$15,000, plus prejudgment interest

19           260. In committing the acts herein above alleged, Defendants are guilty of oppression,  
20 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
21 to recover punitive damages from the Defendants for the purpose of deterring him and others  
22 similarly situated from engaging in like conduct.

23                           **TWENTY-FIRST CAUSE OF ACTION**  
24                           **FRAUDULENT CONVEYANCE**

25                   **(Against Defendants Floyd Grimes, Elizabeth Grimes, Victoria Halsey and Jalee Arnone)**



1           261. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 260, as though  
2 fully set forth at length herein.

3           262. On or about the last week of May 2018 and again the last week in June 2018, the  
4 Defendant's Grimes and Halsey were sent Demand Letters from the Plaintiff, demanding the  
5 Defendants convey the title to the "property" and remedy their breach of contract. This is  
6 confirmed by a copy of the Plaintiff's Demand Letters are attached hereto as Exhibit "R" and is  
7 incorporate herein by this reference.

8           263. The Defendants Grimes and Halsey received the Plaintiff's demand Letters. This  
9 is confirmed by the return receipt from the United States Post Office. A copy of the return receipt  
10 is attached hereto as Exhibit "S" and is incorporate herein by this reference.

11           264. The Defendant's Grimes and Halsey knew or should have reasonably known that  
12 a law suit for the property would be plausible when neither Defendant responded to the  
13 Plaintiff's demand letters.

14           265. The Plaintiff's demand letters specifically stated failure to respond will result in a  
15 law suit being filed against you.

16           266. The Defendant's Grimes and Halsey failing to respond to the demand letters  
17 conveyed the title to the "property" to Jalee Arnone.

18           267. The Defendant Grimes and Halsey conveyed the "property", with the intent to  
19 deceive and defraud the Plaintiff and has violated the Plaintiff's protected rights under the  
20 Nevada Revised Statute. Specifically **N.R.S. 205.365**

21           268. As a direct and proximate result of the Defendants Grimes and Halsey's actions of  
22 fraudulent conveyance of the "property" to Jalee Arnone the Plaintiff has suffered direct,  
23 incidental and consequential damages in an amount to be proven at trial, but in any event, in  
24 excess of \$15,000, plus prejudgment interest  
25

1           269. In committing the acts herein above alleged, Defendants are guilty of oppression,  
2 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
3 to recover punitive damages from the Defendants for the purpose of deterring him and others  
4 similarly situated from engaging in like conduct

5           270. As a result of the acts and omissions of the Defendants, Plaintiff Thomas Walker  
6 has been compelled to incur legal fees for the prosecution of Plaintiff's interests.

7                           **TWENTY-SECOND CAUSE OF ACTION**  
8                           **DECEPTIVE TRADE PRACTICE**

9                           **(Against Defendants Floyd Grimes and Victoria Halsey)**

10           271. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 270, as though  
11 fully set forth at length herein.

12           272. Defendant Floyd Grimes and Defendant Halsey in the course of business engaged  
13 in deceptive trade practices in violation of the Nevada Deceptive Trade Practice Act in that it  
14 used deceptive practices and/or misrepresentations or omissions in the course as the seller in a  
15 land sale installment contract that failed to record the sale of the land sale instalment contract  
16 within 30 days after receiving the buyers first payment, pay the tax on the land sale installment  
17 contract, or include or in the land sale contract and terms that provide rights and protections to  
18 the buyer that are substantially the same as those under a foreclosure.

19           273. The Defendants Grimes and Halsey's deceptive conduct constitutes multiple  
20 violations of the Nevada Deceptive Trade Act, including but not limited to:

- 21                   (a)   **NRS 598.0923 "Deceptive trade practice" defined.** A person  
22                           engages in a "deceptive trade practice" when in the course of his or her  
23                           business or occupation he or she knowingly:  
24                           1. Conducts the business or occupation without all required state,  
25                           county or city licenses.  
                          2. Fails to disclose a material fact in connection with the sale or lease of  
                          goods or services.  
                          3. Violates a state or federal statute or regulation relating to the sale or  
                          lease of goods or services.

4. Uses coercion, duress or intimidation in a transaction.
5. As the seller in a land sale installment contract, fails to:
  - (a) Disclose in writing to the buyer:
    - (1) Any encumbrance or other legal interest in the real property subject to such contract; or
    - (2) Any condition known to the seller that would affect the buyer's use of such property.
  - (b) Disclose the nature and extent of legal access to the real property subject to such agreement.
  - (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.

Ê As used in this subsection, "land sale installment contract" has the meaning ascribed to it in paragraph (d) of subsection 1 of NRS 375.010. (Added to NRS by 1985, 2256; A 1999, 3282; 2009, 1118)

- (b) NRS 598.0915(1) "Deceptive trade practice" defined. A person engages in a "deceptive trade practice" if, in the course of his or her business or occupation, he or she:
  1. Knowingly passes off goods or services for sale or lease as those of another person.
- (c) NRS 598.0915(9) "Deceptive trade practice" defined. A person engages in a "deceptive trade practice" if, in the course of his or her business or occupation, he or she:
  9. Advertises goods or services with intent not to sell or lease them as advertised.
- (d) NRS 598.0915(13) "Deceptive trade practice" defined. A person engages in a "deceptive trade practice" if, in the course of his or her business or occupation, he or she:
  13. Makes false or misleading statements of fact concerning the price of goods or services for sale or lease, or the reasons for, existence of or amounts of price reductions.
- (e) NRS 598.0915(14) "Deceptive trade practice" defined. A person engages in a "deceptive trade practice" if, in the course of his or her business or occupation, he or she:
  14. Fraudulently alters any contract, written estimate of repair, written statement of charges or other document in connection with the sale or lease of goods or services.
- (f) NRS 598.0915(15) "Deceptive trade practice" defined. A person engages in a "deceptive trade practice" if, in the course of his or her business or occupation, he or she:
  15. Knowingly makes any other false representation in a transaction.

1           274. In the matters alleged herein the Defendants acted in the course of its business or  
2 occupation within the meaning NRS598.0903 to 598.0999

3           275. In all requisite matters herein, the Defendants acted knowingly within the  
4 meaning NRS 598.0903 to 598.0999

5           276. In all matters alleged herein the Defendants acted willingly in violation of NRS  
6 598.0903 et seq., as a direct and proximate result of the Defendants above-mentioned actions of  
7 engaging in deceptive trade acts and/or practices, Plaintiff suffers direct, incidental and  
8 consequential damages, all in an amount to be proven at trial, but in any event, in excess of  
9 \$15,000

10                               **TWENTY-THIRD CAUSE OF ACTION**  
11                               **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

12                                       **(Against All Defendants)**

13           277. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 276, as though  
14 fully set forth at length herein.

15           278. Defendants Floyd Grimes and Elizabeth Grimes, Trustees of the WBG Trust,  
16 Victoria Halsey, Jalee Arnone and Peter Arnone extreme and outrageous conduct have acting  
17 with malice to deprive the Plaintiff of its protected constitutional rights to possession of the  
18 property. The Defendants have actions are reckless, and without regard or remorse, to  
19 intentionally deprive and oppress the plaintiff of the use and enjoyment of the property.

20           279. The Defendants had a duty to obey the laws in the State of Nevada, County of  
21 Clark and failing to do so have acted to cause the Plaintiff to suffer severe and extreme  
22 emotional distress,

23           280. As a direct and proximate result of the Defendants extreme and outrageous  
24 actions of malice and oppression against the Plaintiff, as stated above, and for acing without  
25 regard or remorse, has caused and will continue to cause the Plaintiff to suffer severe and

1 extreme emotional distress, therefore Plaintiff is entitled to an award of compensatory damages  
2 in an amount to be proven at trial, but in any event, in excess of \$15,000, plus prejudgment  
3 interest

4 281. In committing the acts herein above alleged, Defendants are guilty of oppression,  
5 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
6 to recover punitive damages from the Defendants for the purpose of deterring him and others  
7 similarly situated from engaging in like conduct,

8 **PRAYER FOR RELIEF**

9 **WHEREFORE** Plaintiff prays for Judgment against the Defendants and each of them as  
10 follows:

- 11 1. An Order setting aside the fraudulent conveyance of the property;
- 12 2. Award Plaintiff such preliminary injunctive and ancillary relief as may be  
13 necessary to avert the likelihood of consumer injury during the pendency of this action and to  
14 preserve the possibility of effective final relief, including, but not limited to, a preliminary  
15 injunction;
- 16 3. To the extent necessary, for an Order of Injunctive Relief requiring the  
17 Defendants, and each of them to unwind the conveyance to Jalee Arnone, and re-Deed the  
18 property to the Plaintiff Thomas Walker;
- 19 4. For an Order of Declaratory Relief quieting title in and to the property in  
20 the name of the Plaintiff Thomas Walker;
- 21 5. For a declaration the Plaintiff's contract with the Defendant is a land sale  
22 installment contract;
- 23 6. For a declaration of rights, responsibilities, and obligations of Plaintiff and  
24 Defendants;
- 25 7. For a judgment for the Plaintiff for all statutory damages against all

1 individual Defendants in an amount to be proven at trial; but in any event, in an amount in  
2 excess of \$15,000;

3           8.     For a judgment for the Plaintiff for all direct and incidental damages  
4 against all individual defendants, in an amount to be proven at trial, but in any event, in an  
5 amount in excess of \$15,000;

6           9.     For a judgment for the Plaintiff for all consequential damages against all  
7 individual Defendants in an amount to be proven at trial, but in any event, in an amount in excess  
8 \$15,000;

9           10.    For a judgment for the Plaintiff for all compensatory damages against all  
10 individual Defendant's in an amount to be proven at trial, but in any event, in an amount in  
11 excess of \$15,000;

12           11.    For judgment for the Plaintiff for punitive damages against all individual  
13 Defendants in an amount to be proven at trial, but in any event, in an amount in excess of  
14 \$15,000;

15           12.    For reasonable costs of this suit;

16           13.    Enter an Order permanently enjoining the Defendants for continuing the  
17 unlawful acts and practices alleged in this Verified Complaint or doing any acts in furtherance of  
18 such unlawful acts or practices;

19           14.    Enter an Order directing the Defendants to disgorge all revenues, profits  
20 and gains achieved in whole or in part through the unfair and/or deceptive acts or practices  
21 complained herein;

22           15.    That the Court award plaintiff the opportunity to amend or modify the  
23 provisions of this complaint as necessary or appropriate after additional or further discovery is  
24 completed in this matter, and after all appropriate parties have been served;

1                   16.     For prejudgment and post-judgment interest on all the foregoing sums at  
2 the highest rate permitted by law;

3                   17.     Treble damages pursuant to **NRS 41.580** on all the forgoing sums; and

4                   18.     For such further other relief as the Court may deem just, proper, and  
5 appropriate

6                   DATED this 7<sup>th</sup> day of October, 2018.

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

9                                   

(signature)

10                                  Thomas Walker  
11                                  6253 Rocky Mountain Avenue  
12                                  Las Vegas, Nevada 89156  
13                                  (702) 619-1256  
14                                  twalkerb52@gmail.com  
15                                  Plaintiff, In Proper Person  
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## **EXHIBIT “A”**

Jan 15, 2005

Received from Tom Walker \$ 360  
(includes \$100 for repair of 5 windows) towards  
first month's payment on 6253 Rolling Mountain  
Cave, L.V. NV 89115.

Balance of \$ 340 by 1/22/05, plus \$100 towards  
down payment. Move in on 2/1/05. Contract  
will be signed at that time, and payment prorated  
in Feb. to come due on March 1, 2005.

Vicky Linn

Bitte & Wayne (home 452-2428)  
cell 525-2335

Vicky 287-9908

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## **EXHIBIT “B”**

## CONTRACT OF SALE

This contract is entered into this \_\_\_\_\_th day of February, 2005, by and between Thomas Walker, hereinafter referred to as the Buyer, and Floyd W. Grimes and Victoria Jean Halsey, hereinafter referred to as the Seller.

Whereas the Seller is the owner of that certain real estate described as

SUNRISE TRLR EST UNIT #5B PLAT BOOK 11, PAGE 83 LOT 27, BLOCK 1, more commonly known as 6253 Rocky Mountain Ave, Las Vegas, NV 89115, and the 1969 Newport Mobile Home situated thereon, Serial #S1888,

And whereas, Seller desires to sell said property, and Buyer desires to purchase said property, now therefore it is mutually agreed by and between the parties as follows:

1. Seller, for and in consideration of the sum of \$69,000.00 to be paid as hereinafter described, does hereby agree to sell, convey and transfer to Buyer all of the Seller's right, title and interest to the above described property situated in Clark County, State of Nevada.
  2. Buyer agrees to purchase said property for the price of \$69,000.00 to be paid as hereinafter described.
  3. Buyer agrees to pay to the Seller for the Seller's equity, the sum of \$100 per month beginning on February 1, 2005 for 25 months until the down payment of \$2500 is paid, and to pay off the outstanding balance of \$66,500.00 at \$677.00 per month, with interest at the rate of 11% per annum, interest to begin upon execution of this contract. This payment will commence on the 15<sup>th</sup> of January, 2005. February 2005 payment is due February 15, 2005, (50% of \$677, or \$339.00) thereafter payments will be due the first of each month, until Seller's equity is fully retired, as computed by a 30 year amortization schedule.
- This payment of \$677.00 is comprised of principle and interest, and one/twelfth of the annual property taxes, which will be held by the Seller and paid when due. Insurance on the mobile home will be obtained and paid for by the Buyer, and proof of insurance provided to Seller.
4. Buyer agrees to pay all taxes, insurance and assessments of whatever nature arise against this property after the date of execution of this agreement.
  5. Property is being sold as is, with no warranties expressed or implied.
  6. The Buyer agrees that he will not transfer or assign his rights or obligations under this agreement or any interest therein, without the previous written consent obtained of the Seller, and that such assignment without consent shall render this contract null and void at the election of the Seller. Seller's equity must be paid off prior to Buyer selling or transferring the property to another party.
  7. This note shall contain a late charge of Ten (10) percent of the total monthly payment if any monthly

installment is more than five (5) days late. In the event of a failure of the Buyer to make any of the payments called for herein, within 15 days of the due date, or perform any of his covenants and obligations, this contract shall be subject to forfeiture and termination or foreclosure at the option of the Seller, and the Buyer shall thereby, upon exercise of this option by Notice to the Buyer, forfeit all payments made by him on this contract, and such payments shall be retained by the Seller as liquidated damages by him sustained.

8. The Buyer agrees to pay to the Seller all costs and expenses, including attorney's fees, incurred by the Seller in any action or proceeding to which the Buyer shall be made a party by reason of being a party to this Agreement or in enforcing any of the covenants and provisions of this Agreement and such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by the Seller against the Buyer on or under this Agreement.

9. It is expressly agreed that the remedy of forfeiture herein given to the Seller shall not be exclusive of any other remedy at law or equity.

10. The time of payment shall be the essence of this contract and the agreements herein contained shall inure to and be obligatory upon the heirs, executors, and administrators and assigns of the respective parties.

11. It is agreed that after the Buyer has paid to the Seller the full principle amount of \$69,000.00 plus interest at the rate of 11%, plus property taxes, the Seller shall deliver to the Buyer title to these premises, and will execute any and all additional instruments necessary to convey the same. Escrow only at Buyer's expense.

12. Buyer agrees to maintain the property in good repair and appearance.

13. Buyer agrees that Seller shall not be liable for, and Buyer agrees to hold Seller harmless from any damage sustained or claimed by any person whomsoever, on or off the premises as a result of any condition now existing or hereafter created or permitted to exist on said premises, unless such conditions shall arise at the specific instance and initiative of the Seller.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_th day of February, 2005.

SELLER

BUYER

\_\_\_\_\_  
Floyd W. Grimes

\_\_\_\_\_  
Thomas J. Walker

\_\_\_\_\_  
Victoria Jean Halsey

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**EXHIBIT “C”**

**JUSTICE COURT OF LAS VEGAS TOWNSHIP**

**COUNTY OF CLARK, STATE OF NEVADA**

**Eviction Tenant Answer**

**HEARING MINUTES**

**Held on: December 14, 2015  
At 1:32 PM**

**15E026926**

**Wayne Grimes, Landlord(s)**

**Summary Eviction**

**vs.**

**Thomas Walker, Tenant(s)**

<b>HEARD BY:</b> Khamsi, Bitu	<b>COURTROOM:</b> RJC COURTROOM 1A
<b>CLERK:</b> Angela Farris	<b>REPORTER:</b>

<b>PARTIES:</b>	Cathy Catalto, Occupant, not present	
	Thomas Walker, Tenant, present	Pro Se
	Vicky Grimes, Agent, present	
	Wayne Grimes, Landlord, not present	Pro Se

**JOURNAL ENTRIES**

- Occupant, Cathy Catalto, present.

All parties duly sworn in.

Court reviewed the pleadings and notes this matter is regarding a 5 Day Pay or Quit notice. Court notes there is not a signed Lease but the Tenant has resided in the unit since February, 2005. Court notes the tenancy is month to month.

Tenant claims he was buying the home. Tenant states the rent was \$700.00 a month but he has been paying \$800.00 a month claiming the extra \$100.00 was going towards the down payment of the home. Tenant states in 2012 he questioned the owner regarding the payoff amount on the home. Tenant states he was then told he was on a 30 year contract. Tenant provides a document signed by both parties on the date of move in showing he had made \$100.00 payment towards the down payment.

Court questions the Agent if the Tenant had been paying \$800.00 per month.

Agent states the Tenant did pay an extra \$100.00 per month for the first couple of years to pay off the down payment. Agent states the Tenant never signed the contract to purchase the home. Agent asserts they will still offer the contract to the Tenant.

Court questions the Agent if she will agree that there was a contemplated sale of the property in this business relationship.

Agent asserts the home was offered to the Tenant for him to purchase. Agent states that the monies paid by the Tenant were going towards the purchase of the home.

Court finds that there is not a Landlord/Tenant relationship in this matter. Court finds the Tenant has a real property interest of this home. Court finds this matter is not appropriate for Summary Eviction.

Agent states the agreement was a Rent to Purchase agreement and would have been reverted back to a rental agreement.

Court questions the Agent if she has this agreement in writing.

Agent asserts she does not have it in writing.

Court informs the Agent that there are too many genuine issues of material fact in this case.

Tenant claims he was served with two different notices in which he had filed an answer to both. (15E027469).

Court orders case number 15E027469 to be denied due to this matter not being appropriate for Summary Eviction.

Agent asserts they are still offering the Tenant a contract to purchase the home.

Court informs both parties that they can attend mediation to work out a solution to the purchase of the home by the Tenant.

Court ORDERS the Summary Eviction DENIED.

<b>FUTURE HEARINGS:</b>	





1 **ACOM**  
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

**(Exempt from Arbitration-  
Declaratory Relief  
Requested)**

**1<sup>st</sup> Amended  
Verified Complaint**

17  
18 **VERIFIED COMPLAINT**

19 Plaintiff THOMAS WALKER, In Proper Person, hereby files the above-captioned  
20 Verified Complaint:

21 **NATURE OF THE ACTION**

22 This is an action for breach of contract, quiet title, and multiple other related offenses  
23 committed against the Plaintiff Thomas Walker at the hands of Defendant Floyd Grimes and  
24 Defendant Victoria Halsey. Based on a real estate contract.

25 When someone purchases a home through, a private sale, and the seller of the property

1 offers to finance the sale, and claims to be knowledgeable and professional in real estate and  
2 financial lending, then it should not use deceitful methods to fraudulently induce a person into an  
3 oral contract it knows is not allowed for the sale of land, then later use the lack of a formal  
4 contract as a defense to avoid a law suit for the property.

5 Then years later try to coerce the buyer into signing a typed contract, which is full of  
6 unconscionable terms and has been modified, without the buyers consent, for the sellers own  
7 unjust benefit and no longer properly reflects the true terms of the original contract.

8 When met with resistance, use strong arm tactic to try and force the buyer from the  
9 property it paid for. Filing frivolous eviction attempts and abusing the process of the justice  
10 system. Maliciously and intentionally diminishing the buyer of the quality of enjoyments of the  
11 property and without regard for the health, safety or well-being of the buyer or its residence  
12 depriving the buyer of its right to the use of essential services. Refusing to allow a citizen of this  
13 state, its right to public utilities.

14 Without concern, in the smallest degree, the seller forced the buyer, its residence and pets  
15 to suffer the Las Vegas heat, without water, for over a year and a half and through 2 summers.  
16 And not just any 2 summers, but 2 out of the top 5 hottest summers on record. The record  
17 breaking temperatures resulted in local residence to suffer severe dehydration and had even  
18 resulted in multiple deaths, and while the weatherman and news anchors told residence to stay  
19 indoors and stay hydrated, the seller was contacting the water company and disconnected the  
20 water service, attempting to force the buyer from the property. Going to such extremes as  
21 instructing the utility company to refuse water service to the residence. Unlawfully asserting  
22 dominion over possession of the title and depriving the buyer of public water. The seller did this,  
23 after charging the buyer for water service. Water services, the buyer had already paid for. The  
24 sellers intention was malicious and with the purpose of causing the buyer to suffer to such an  
25 extreme extent that the buyer would leave the property giving up the buyer rights to possession

1 of the property forfeiting nearly \$100,000.00 that it had paid, for the right to possess that  
2 property.

3 In 1 last desperate attempt to take away the buyer's rightful possession of the property,  
4 the seller having failed to records the sale of the property to the buyer, used the unrecorded sale  
5 to steal the property back. The self-proclaimed real estate professionals conspired with a friend  
6 that resides at another property owned by the seller, and with the assistance of this conspirator  
7 and the use of Quit Claim Deed in the amount of \$15,000, the seller then conveyed the title to the  
8 property to this individual with the intent of preventing the buyer from acquiring the title to the  
9 property and with the intent the conspirator would succeed in evicting the buyer through an  
10 unlawful detainer action.

11 The sellers have contested that because the buyer never signed their typed contract that  
12 they just revert all the buyers' payments as rent and that, is that. The sellers making up their own  
13 rules as they go, because they have some misconception that it would be impossible for the buyer  
14 to succeeding in a legal action for the property. The sellers and conspirators have continuously  
15 violated multiple state and federal laws, with the belief that their actions will go unpunished, and  
16 that they are free from any legal penalty. The sellers and conspirators actions are morally corrupt  
17 and are without remorse. The sellers do not believe that the buyer has proof of their actions. The  
18 buyer, however, can and will prove all that is alleges is true at trial. As this is exactly what the  
19 Defendants have done to the Plaintiff Thomas Walker.

20 COMES NOW the Plaintiff THOMAS WALKER, *In Proper Person*, and for causes of  
21 action against the Defendants, and each of them, complain and allege as follows:

22 **PARTIES AND RELATED PERSONS**

23 1. Plaintiff THOMAS WALKER, is and was at all times relevant to this action a  
24 resident of the State of Nevada, County of Clark.

1           2.       Thomas Walker is a 62 year old man working in construction. Thomas Walker  
2 purchased the mobile home and mobile home property, legally described as a: 1969 Newport,  
3 60'x20' singlewide mobile home, serial number S1888 and the mobile home property located at,  
4 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156, legally described as: SUNRISE  
5 TRLR EST UNIT #5B PLAT BOOK 11 PAGE 83 LOT 27 BLOCK 1, and has maintained the  
6 above-described property as the Plaintiff's primary residence, for approximately 13-years,  
7 Thomas Walker holds a possessory interest in the mobile home and mobile home property.

8           3.       Plaintiff is informed and believes and thereon alleges that Defendant FLOYD  
9 GRIMES (hereafter "Grimes) is and was at all times relevant to this action a resident of the State  
10 of Nevada, County of Clark. Grimes is a private investor and is the owner of multiple properties  
11 throughout the City of Las Vegas and the City of North Las Vegas. Grimes is engaged in real  
12 estate sales and financial lending. Grimes limits these real estate sales and financial lending  
13 practices to properties that are owned by Grimes. Using unrecorded sales and private extensions  
14 of credit, Grimes is able to avoid the strict licensing requirements and regulations of the real  
15 estate and banking industries, and the penalties they impose.

16           4.       Plaintiff is informed and believes and thereon alleges that the Defendant WBG  
17 Trust is formally known as, Wayne and Betty Grimes Trust, and is administered by the trustees,  
18 Floyd Grimes and Elizabeth Grimes. The WBG Trust was created in the State of Nevada, County  
19 of Clark. WBG Trust is and was at all times relevant to this action, been recorded in the Office of  
20 the Clark County Recorder, in the State of Nevada.

21           5.       Plaintiff is informed and believes and thereon alleges that Defendant  
22 ELIZABETH GRIMES is and was at all times relevant to this action a resident of the State of  
23 Nevada, County of Clark. Elizabeth Grimes is married to the Defendant Floyd Grimes and by  
24 maintaining a marital union with Grimes in the State of Nevada, Elizabeth Grimes holds a  
25 possessory interest in the couple's community property.

1           6.       Plaintiff is informed and believes and thereon alleges the Defendant VICTORIA  
2 HALSEY(hereafter “Halsey”) is and was at all times relevant to this action a resident of the State  
3 of Nevada, County of Clark. Halsey is the biological child of Floyd Grimes and serves as Grimes  
4 Agent/Personal Representative, and property manager. Halsey’s name appears along with  
5 Grimes on a number of Grimes Lease Agreements and Sale and Purchase contracts.

6           7.       Plaintiff is informed and believes and thereon alleges that Defendant JALEE  
7 ARNONE is and was at all times relevant to this action a resident of the State of Nevada, County  
8 of Clark. Defendant Jalee Arnone has close ties to Grimes and Halsey. Jalee Arnone is a married  
9 woman and currently maintains a residence at 4304 Thicket Avenue, North Las Vegas, Nevada  
10 89031, a property which is owned by Grimes. Jalee Arnone, by use of Quit Claim Deed, has  
11 received conveyance of the title to the property which, is subject of this action, located at 6253  
12 Rocky Mountain Avenue, Las Vegas, Nevada, 89156. Jalee Arnone hold an interest in the  
13 property.

14           8.       Plaintiff is informed and believes and thereon alleges that Defendant PETER  
15 ARNONE is and was at all times relevant to this action a resident of the State of Nevada, County  
16 of Clark. Peter Arnone is married to the Defendant Jalee Arnone and by maintaining a marital  
17 union with Jalee Arnone in the State of Nevada, Peter Arnone holds a possessory interest in the  
18 couple’s community property.

19           9.       The true names and capacities, whether individual, corporate, association or  
20 otherwise, of Defendants JOHN DOES 1 through 20 and ROE BUSINESS ENTITIES 20  
21 through 50 are unknown to the Plaintiff, who therefor sues said Defendants by such fictitious  
22 names. Plaintiff is informed and believes and therefore alleges that each of the Defendants  
23 designated as DOES or ROE BUSINESS ENTITIES is responsible in some manner for the  
24 events and occurrences referred to in this Verified Complaint, owes money to Plaintiff, and/or  
25 claims some right, title, or interest in the Property described below, that is subject of subordinate

1 rights, interest, and asserted ownership of the Plaintiff described herein. Plaintiff will ask leave  
2 of Court to amend this Verified Complaint to insert the true names and capacities of DOES 1  
3 through 20 and/or ROE BUSINESS ENTITIES 20 through 50, when the same have been  
4 ascertained, and to join Defendants in this action.

5 **JURISDICTION/VENUE**

6 10. Defendant FLOYD GRIMES, ELIZABETH GRIMES, VICTORIA HALSEY,  
7 JALEE ARNONE, PETER ARNONE, and WBG TRUST and its Trustees, Floyd Grimes and  
8 Elizabeth Grimes, have each individually and in concert with one another, caused the acts and  
9 events alleged herein within the State of Nevada and all are subject to the jurisdiction of this  
10 Court. Venue is also proper in this Court.

11 11. Subject of this action, a mobile home, described as a 1969 Newport 60'x20'  
12 singlewide mobile home, Serial number S1888, and mobile home lot, legal description:  
13 SUNRISE TRLR EST UNIT #5B PLAT BOOK 11 PAGE 83 LOT 27 BLOCK 1, commonly  
14 known as 6253 Rocky Mountain Avenue, Las Vegas Nevada 89156, is situated in the State of  
15 Nevada, County of Clark. This Court has *in-rem jurisdiction* over subject of this action.

16 **GENERAL ALLEGATION**

17 12. On or about January 15, 2005, the Plaintiff Thomas Walker ("Thomas") entered  
18 into a real estate contract with Defendant Floyd Grimes and Defendant Victoria Halsey  
19 ("Defendants") to purchase a mobile home and mobile home property described supra.

20 13. The Defendants offered to sell, and for the Plaintiff Thomas to purchase, a mobile  
21 home and mobile home lot, owned by Defendant Grimes. The mobile home, legally described as  
22 a: 1969 Newport, 60'x20' singlewide mobile home, serial number S1888. and mobile home lot  
23 located at 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156, legal description,  
24 SUNRISE TRLR EST UNIT #5B PLAT BOOK 11 PAGE 83 LOT 27 BLOCK 1 (hereinafter  
25 "property" and/or "residence").

1           14.     The purchase price for the property was \$69,000, payable in monthly payments in  
2 the amount of \$700.

3           15.     For the first 2 years (exactly 25 months), the monthly payments shall include an  
4 additional \$100. The additional \$100 will apply to satisfy the down payment amount of \$2500.

5           16.     Upon receipt of the last payment of the purchase price from the Plaintiff,  
6 Defendant Grimes shall convey the title for the property to the Plaintiff.

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

13           18.     On or about February 01, 2005 the Plaintiff took possession of the residence from  
14 the Defendants, The Defendants did not provide the formal typed contract as promised.

15           19.     The Plaintiff paid the extra \$100 in addition to the regular monthly payment of  
16 \$700, and did so for the first 2 years (exactly25 months) and therefore satisfied the down  
17 payment of \$2500.

18           20.     On or about March 2008, Defendant Halsey notified the Plaintiff that the  
19 Plaintiff's monthly payment was being increased an additional \$25 and that the purpose for the  
20 increase was to reimburse the Defendant Floyd Grimes for the cost for water service to the  
21 property, and would become effective on the date when the Plaintiff's next periodic payment  
22 becomes due.

23           21.     On or about November 2012, the Plaintiff contacted the Defendants and requested  
24 an account statement of the Plaintiff's payments for the purchase of the property.

25           22.     On or about November 28, 2012, the Defendants, still had not provided the

1 Plaintiff with the formal typed contract as promised on January 15, 2005.

2 23. On or about November 29, 2012 the Plaintiff met with the Defendant Floyd  
3 Grimes at the Defendant's primary residence, at which time the Defendants Floyd Grimes and  
4 Elizabeth Grimes presented the Plaintiff with a formal typed contract and a print-out of an  
5 amortized loan schedule. A copy of the typed contract is attached hereto as *EXHIBIT "2"* and  
6 incorporate herein by this reference.

7 24. The amortized loan schedule included an amortized mortgage table for an  
8 amortized loan, beginning on February 01, 2005, in the amount of \$67,000, calculated with an  
9 annual interest rate of 11%, for a term of 30 years.

10 25. Defendants failed to provide the Plaintiff with the Plaintiff's account statement  
11 showing the total amount the Plaintiff had paid in payments, for the purchase of the property.

12 26. The Plaintiff is informed and believes and thereon alleges the Defendants  
13 provided the amortized loan schedule as an implication that this was the type payment  
14 arrangement the Defendants had intended for the Plaintiff to pay for the purchase price of the  
15 property.

16 27. The Defendant Floyd Grimes, after giving the documents to the Plaintiff, stood in  
17 front of the Plaintiff and while waving a couple of pieces of paper back and forth in front of the  
18 Plaintiff said, "Tom, just be glad you're one of Vicky's friends, I charged these guys 15%  
19 interest"

20 28. The Plaintiff told the Defendants "excuse me, but I don't feel well. I think I need  
21 to go home and lie down", the Plaintiff then, picked up the unsigned documents and left the  
22 Defendants residence.

23 29. The Plaintiff, returned home and read the documents provided by the Defendants  
24 on that 29<sup>th</sup> day of November, 2012.

25 30. The Plaintiff read the documents and noticed the Defendants had made



1 modifications to the original contract dated entered into on January 15, 2005.

2 31. Between the dates of January 15, 2005 and November 29, 2012, the Plaintiff had  
3 approved one modification of the original contract.

4 32. The only modification to the contract approved by the Plaintiff was for the  
5 increase of additional \$25 to the monthly payment for the cost of water service, and was the only  
6 modification requested by the Defendants.

7 33. The Defendants modified the terms for which the purchase price was to be paid.

8 34. The Defendants modified the purchase price of \$69,000 to be paid for over a term  
9 30 years at an annual interest rate of 11% to begin on February 01, 2005, in monthly payment of  
10 \$677 comprised of taxes to be held by the Defendants and paid when due as computed by an  
11 amortized mortgage calculator.

12 35. On or about January 15, 2005 during the Plaintiffs meeting with the Defendant, at  
13 which time the contract by and between the Plaintiff and the Defendants was created, the  
14 Plaintiff asked the Defendants if the interest and taxes were included in the purchase price of  
15 \$69,000.

16 36. The Plaintiff is informed and believes and thereon alleges the Defendants  
17 knowingly, falsely stated, "Yes" that the interest, taxes and down payment were included in the  
18 purchase price of \$69,000.

19 37. The Plaintiff is informed and believes and thereon alleges that Defendants falsely  
20 represented the purchase price of \$69,000 to include tax and interest, with the intent of inducing  
21 the Plaintiff to rely on the Defendant's false statements and enter into a contract to purchase the  
22 property from the Defendants.

23 38. The Plaintiff in reliance of the Defendants false statements did enter into a  
24 contract with the Defendants it otherwise would not have entered into if the false representation  
25 had not been made.

1           39.     The Plaintiff would have refused the Defendants offer to purchase the property if  
2 the Defendants stated the purchase price of \$69,000 did not include the interest which was to be  
3 charged at a rate of 11% annually for 30 years..

4           40.     The Plaintiff is informed and believes and thereon alleges that the Defendants  
5 failed to notify the Plaintiff that they had wished to modify the contract terms nor did the  
6 Plaintiff approve the modifications to the contract, therefore, the Plaintiff refused to sign the  
7 document.

8           41.     The Plaintiff continued to perform in accordance with the original contract and  
9 continued making the monthly payments to the Defendants for the purchase of the property as  
10 agreed.

11          42.     The Plaintiff is informed and believes and thereon alleges that the Defendants  
12 were unable to provide the Plaintiff with an account statement as the Plaintiff had requested.

13          43.     The Plaintiff, began to calculate the balance of the purchase price for the property,  
14 using the Plaintiffs payment receipts, issued by the Defendants.

15          44.     The Plaintiff added together its receipts for the monthly payments made to the  
16 Defendants to purchase the property.

17          45.     The Plaintiff could not locate all of its receipt; therefore, for the months absent a  
18 receipt, the Plaintiff looked to the receipt for the following month, if the following months  
19 receipt did not indicate a past due balance indicating a partial payment or non-payment for the  
20 prior month, the Plaintiff then added the amount of \$700, for the month absent a receipt,

21          46.     If the receipt for the following month indicated a past due balance, the Plaintiff  
22 then subtracted the amount which was indicated as past due from \$700, after subtracting the 2  
23 amounts, the total then representing the amount that had been paid for the previous month which  
24 was absent a receipt, and that was the amount the Plaintiff would then add to the total amount  
25 paid for that month.

1           47.     The Plaintiff calculated it had paid the Defendants approximately \$91,756, this  
2 would include the purchase price for the property of \$69,000 and an incidental overpayment in  
3 the amount of approximately \$22,756.

4           48.     The Plaintiff notified the Defendants of the Plaintiffs payment of approximately  
5 \$91,756 and requested the Defendants performance in accordance with the contract.

6           49.     The Defendants refused to perform their duties in accordance with the contract  
7 and breached the contract.

8           50.     Plaintiff had satisfied the purchase price for the property of \$69,000 therefore, the  
9 Plaintiff ceased making payments to the Defendants.

10          51.     The Plaintiff is informed and believes and thereon alleges that on or about  
11 November 01, 2015, when the Defendants did not receive a monthly payment from the Plaintiff  
12 the Defendants filed for summary eviction.

13          52.     On or about November 23, 2015 the Defendants caused the Plaintiff to be served  
14 with a Five-Day Notice to Pay Rent or Quit.

15          53.     On or about December 02, 2015, the Defendants caused the Plaintiff to be served  
16 with a second Five-Day Notice to Pay Rent or Quit

17          54.     The Plaintiff filed its answer to the Defendants Five-Day Notices and a hearing  
18 was scheduled for Summary Eviction on December 14, 2015.

19          55.     On or about December 14, 2015, the Plaintiff appeared in Court for a Summary  
20 Eviction hearing as the Tenant and the Defendant Victoria Halsey appeared as the Landlord.

21          56.     After being sworn in, while under oath, the Defendant Victoria Halsey testified  
22 that the Plaintiff was purchasing the property and had paid an extra \$100 each month for the first  
23 2 years for the down payment. This is confirmed by a copy of the official court minutes attached  
24 hereto as *EXHIBIT "3"* and is incorporate herein by this reference.

25          57.     The Defendant Victoria Halsey also testified the Plaintiff did not have a signed

1 contract to purchase the property.

2 58. The Plaintiff testified there was a signed contract, an informal contract, but still a  
3 contract, with the Defendants, the Plaintiff provided a copy of the Plaintiff's contract with the  
4 Defendants, to the Judicial Officer as evidence to support the Plaintiffs testimony. *SEE EXHIBIT*  
5 *"1" & EXHIBIT "3"*

6 59. The Defendant Victoria Halsey further testified that the Defendants offered a  
7 formal typed contract to the Plaintiff and the Plaintiff refused to sign the contract; and stopped  
8 making payments. When the Plaintiff stopping making payments, the Plaintiffs purchase  
9 payments were then reverted to rent

10 60. The Court found that issues where not appropriate to be adjudicated in a hearing  
11 for Summary Eviction. The Court found this was not a Landlord /Tenant issue, that the tenant  
12 (Plaintiff Thomas Walker) has an interest in the real property. The Court denied the Summary  
13 Eviction.

14 61. On or about February 04, 2016, the Defendants caused the Plaintiff to be served  
15 with a third Five-Day Notice to Pay Rent or Quit.

16 62. The Plaintiff answered the Defendants Five-Day Notice to Pay Rent or Quit, and a  
17 hearing was scheduled for Summary Eviction on or about March 02, 2016.

18 63. The Plaintiff is informed and believes and thereon alleges the Defendants after  
19 failing to obtain an Order for Summary Eviction against the Plaintiff during the previous hearing  
20 on December 14, 2015, the Defendants attempted to conceal the title for the property, from the  
21 Courts and the Plaintiff.

22 64. On or about February 11, 2016 the Defendant Floyd Grimes fraudulently  
23 conveyed the property to the WBG Trust.

24 65. The Plaintiff is informed and believes and thereon alleges the WBG Trust is also  
25 known as the Wayne and Betty Grimes Trust. The Trustees designated to administer the Trust

1 are the Defendants Floyd Grimes and Defendant Elizabeth Grimes.

2 66. On or about March 02, 2016 the Plaintiff appeared in Court as the Tenant and the  
3 Defendant Floyd Grimes appeared as the Landlord in a hearing for Summary Eviction.

4 67. After being sworn in and under oath the Defendant Floyd Grimes testified the  
5 purchase price for the property was \$69,000 but that the Plaintiff would not sign the contract.

6 68. Plaintiff testified there was a contract between the Plaintiff and the Defendant and  
7 the Plaintiff had already paid the purchase price for the property; however the Defendants  
8 refused to convey the title for the property and instead presented the Plaintiff with a modified  
9 contract, which the Plaintiff refused to sign.

10 69. The Court ruled it agreed with the Courts previous decisions. That the matter is  
11 not proper for Summary Eviction and denied the Summary Eviction

12 70. The Plaintiff contacted the Defendant Floyd Grimes after the March 02, 2016  
13 hearing and offered to forfeit the incidental overpayment of approximately \$22,756 and would  
14 pay an additional \$5,000 to the Defendant Floyd Grimes in return for the title to the property.

15 71. The Defendant Floyd Grimes refused the Plaintiff's offer and told the Plaintiff it  
16 should just sign the modified contract.

17 72. On or about April 27, 2017 the Defendants served the Plaintiff with a Thirty-Day  
18 "No Cause" Notice.

19 73. On or about June 08, 2017 the Defendant Floyd Grimes contacted the North Las  
20 Vegas Water Utility (hereinafter "the Water Utility"), and disconnected the water service.

21 74. The Plaintiff is informed and believes and thereon alleges the Defendant Floyd  
22 Grimes told the Water Utility "there is a squatter living at the residence" and the water utility,  
23 per the instructions of Floyd Grimes did then disconnect the water service to the property.

24 75. On or about June 13, 2017 the Defendants had the Plaintiff served with a Five-  
25 Day Notice of Unlawful Detainer.

1           76.     The Plaintiff filed its answer to the Defendants Notice and a hearing was  
2 scheduled for June 29, 2017.

3           77.     On or about June 29, 2017 the Plaintiff appeared in Court as the Tenant and the  
4 Defendant Floyd Grimes and Defendant Victoria Halsey appeared as the Landlord in a hearing  
5 for Summary Eviction.

6           78.     After being sworn in and under oath the Defendants testified the Plaintiff stopped  
7 making payments to purchase the property and refused to sign the purchase and sale contract  
8 Defendants had offered to the Plaintiff.

9           79.     The Plaintiff testified it had a contract to purchase the property and had already  
10 paid approximately \$95,000 to the Defendants, the Plaintiff had refused to sign the typed  
11 contract because the typed contract the Defendant's provided had been modified without notice  
12 or approval from the Plaintiff.

13           80.     The Defendant Floyd Grimes testified that the Plaintiff had not paid for the  
14 purchase price of the property because the purchase price was financed by Defendant Floyd  
15 Grimes and was a hard money loan, and the Plaintiff had not paid the loan off.

16           81.     The Plaintiff testified the purchase price was said to be inclusive of tax and  
17 interest and it had already paid approximately \$95,000 for the property.

18           82.     The Judicial Officer asked the Defendants how much the tenant (Plaintiff Thomas  
19 Walker) had paid for the property.

20           83.     The Defendant Halsey filed through her paperwork and calculated a total, then  
21 answered the Judicial Officer by testifying the Plaintiff had paid \$54,118; however that did not  
22 include the first 2 years of payments, testifying further that her books that contained the Plaintiffs  
23 first 2 years of payment was gone. It had been lost after the death of Defendants late husband.

24           84.     The Plaintiff testified the Defendants had also disconnected the water service to  
25 the property.

1           85.     The Judicial Officer told the Defendants specifically Defendant Floyd Grimes,  
2     “Mr. Grimes, if you know there is an occupant at the property you cannot deprive someone of  
3     water service to try and force them off the property”

4           86.     Defendant Floyd Grimes asked the Judicial Officer “Is that an Order of the  
5     Court?”

6           87.     The Judicial Officer replied “no, it is not an order of the Court”.

7           88.     The finding of the Court was that the matter was not proper for Summary  
8     Eviction, there are far too many issues and Summary Evictions was not the appropriate Court for  
9     the adjudication of those issues. The Judicial Officer told the Defendants to “I cannot tell you  
10    what to do but if you continue to file for Summary Evictions, you are only going to keep getting  
11    the same results. You must file a complaint for formal eviction if you want to have the issues  
12    resolved”. The Court denied the Summary Eviction.

13          89.     During the following months the Plaintiff made numerous call to the Water Utility  
14    requesting water service. The representatives would have the Plaintiff wait and would contact  
15    Defendant Floyd Grimes to get authorization to restore water service.

16          90.     The Plaintiff is informed and believes and thereon alleges that the Defendant  
17    refused to grant permission to the Water Utility to restore the water service to the property. The  
18    Defendant instructed the Water Utility to notify the Plaintiff to sign the contract if it wanted the  
19    water service; otherwise the Water Utility was not allowed to restore the water service.

20          91.     The representatives with the Water Utility would not even allow the Plaintiff to  
21    pay the past due balance and told the Plaintiff, if it wanted the water turned back on it should  
22    sign the Defendants contract, otherwise the Water Utility could not reconnect the water service  
23    without a valid lease agreement, a Court Order or the owner’s consent.

24          92.     On or about October 04, 2017 the Plaintiff mailed the Defendants written notice  
25    of the Defendants breach of contract, requesting the Defendant remedy the breach and return

1 compliance with the contract.

2 93. On or about October 04, 2017 the Plaintiff also mailed the Defendants a demand  
3 letter.

4 94. On or about October 17, 2017 the Defendants caused the Plaintiff to be served  
5 with another Notice of Unlawful Detainer.

6 95. The Plaintiff filed its answer to the Defendants Notice and a Court hearing was  
7 scheduled for on or about January, 2018.

8 96. On or about January, 2018 the Plaintiff appearing as the Tenant and the  
9 Defendants Floyd Grimes, Victoria Halsey and Elizabeth Grimes appeared in Court as the  
10 landlord in a case for summary eviction.

11 97. The Court upheld the Courts 3 prior ruling for Summary Eviction and denied the  
12 Summary Eviction.

13 98. Beginning February 01, 2005 to the present day the Plaintiff has paid the property  
14 taxes on the mobile home and until November 2015 Plaintiff had been paying an increased  
15 amount of \$25 for water service to the Defendants.

16 99. The extreme and outrageous actions of the Defendants for disconnecting and  
17 ordering the water service to remain disconnected until the Plaintiff signs the Defendants  
18 contract has caused the Plaintiff to feel humiliated and degraded.

19 100. Plaintiff is informed and believes and thereon alleges the Defendants extreme and  
20 outrageous actions of malice are without regard and remorse and have been intentionally to cause  
21 the Plaintiff to suffer extreme emotional distress, and force the Plaintiff to leave the property.

22 101. The Plaintiff attempted to hire a lawyer for representation and to help resolve  
23 these matters, and could not find a lawyer that was willing to represent the Plaintiff, therefor the  
24 Plaintiff began preparing to represent himself in the matter.

25



1           102. On or about May 25, 2018 Plaintiff, by way of registered mail, return receipt  
2 requested, mailed a Demand Letter to Defendant Floyd Grimes, which stated, failing to respond  
3 to the Plaintiff will result in a law suit being filed in Court against the Defendants.

4           103. On or about June 23, 2018 Plaintiff, by way of registered mail, return receipt  
5 requested, mailed a Demand Letter to Defendant Victoria Halsey, which stated, failing to  
6 respond to the Plaintiff will result in a law suit being filed in Court against the Defendants

7           104. The Plaintiff is informed and believes and thereon alleges that the Defendants  
8 failed to respond to the Plaintiff, therefore the Plaintiff began preparing this Verified Complaint.

9           105. On or about September 05, 2018 while researching information in preparation of  
10 this Verified Complaint the Plaintiff discovered the Defendants sold the property for a second  
11 time to another individual, an insider.

12           106. On or about August 13, 2018, the individual identified as the Defendant Jalee  
13 Arnone, a tenant residing at 4304 Thicket Avenue, North Las Vegas, Nevada, 89031, the  
14 addressed property which is owned by Defendant Floyd Grimes, executed a Quit Claim Deed by  
15 recording in the office of the Clark County Recorder, a Quit Claim Deed in the amount of  
16 \$15,000, for the sale and conveyance of the property located at 6253 Rocky Mountain Avenue,  
17 Las Vegas, Nevada 89156.

18           107. The Plaintiff is informed and believes and thereon alleges that the Quit Claim  
19 Deed in the amount of \$15,000 is for the property which is subject of this action and is signed by  
20 Defendant Floyd Grimes, Defendant Elizabeth Grimes and Defendant Jalee Arnone, is part of a  
21 civil conspiracy to remove the Plaintiff from the property.

22           108. The Plaintiff, is informed and believes and thereon alleges that the Plaintiff can  
23 prove the allegations contained in this complaint and shall do so in trial. The Plaintiff, therefore,  
24 brings forth and files the Plaintiffs Verified Compliant and for following cause of action;

25 //

**FIRST CAUSE OF ACTION**  
**INJUNCTIVE RELIEF**  
**Violation of Nevada Revised Statutes 205.365**  
**(Order to Set Aside Fraudulent Conveyance)**

**(Against All Defendants)**

109. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 108, as though fully set forth at length herein.

110. The Defendant Floyd Grimes sold the property located at 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156 legally described as SUNRISE TRLR EST UNIT #5B PLAT BOOK 11 PAGE 83 LOT 27 BLOCK 1, Parcel number 140-15-414-070 for a second time.

111. The Defendant Floyd Grimes with the assistance of Defendant Victoria Halsey, sold the above-described property, for the first time, to the Plaintiff Thomas Walker, on January 15, 2005

112. The Defendant Floyd Grimes and Defendant Victoria Halsey sold the same, above-described property, for the second time to Defendant Jalee Arnone, on August 13, 2018.

113. Defendants Floyd Grimes and Defendants Victoria Halsey's actions are within the meaning prescribed in NRS 205.365 and therefore violates this section of the Nevada Revised Statutes.

**NRS 205.365 Fraudulently selling real estate twice**

A person, after once selling, bartering or disposing of any tract of land, town lot, or executing any bond or agreement for the sale of any land or town lot, who again, knowingly and fraudulently, sells, barter or disposes of the same tract of land or lot, or any part thereof, or knowingly and fraudulently executes any bond or agreement to sell, barter or dispose of the same land or lot, or any part thereof, to any other person, for a valuable consideration, shall be punished:

1. Where the value of the property involved is \$650 or more, for a category C felony as provided in NRS 193.130. In addition to any other penalty, the court shall order the person to pay restitution.

114. The course of conduct described herein, is unlawful and is appropriate for an

1 injunction by this Court.

2 115. As all real estate is unique in Nevada, Plaintiff has no adequate remedy at law,  
3 and is therefore entitled to have the Court order the property to be re-conveyed to the Plaintiff.

4 116. The Plaintiff is informed and believes and thereon alleges that it is plausible that  
5 the Plaintiff will prevail on the remainder of the Plaintiff's claims.

6 117. The sale of the above-described property, twice, violates the Nevada Revised  
7 Statute and is unlawful, therefore the sale of the property is invalid ,and the Plaintiff is entitled to  
8 an Order that the sale should be set aside, and, ordering that it be set aside, and further, to the  
9 extent necessary, enjoining and requiring Defendants to unwind the sale transaction, re-deed the  
10 "property" to the Plaintiff, and to take such further action as may be required to return ownership  
11 of the "property" to the Plaintiff Thomas Walker.

12 **SECOND CAUSE OF ACTION**  
13 **DECLERATORY RELIEF**

14 **(AS TO DEFENDANTS FLOYD GRIMES, ELIZABETH GRIMES, WBG TRUST,**  
15 **VICTORIA HALSEY, JALEE ARNONE, PETER ARNONE; ALL PERSONS**  
16 **UNKNOWN, CLAIMING ANY LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE,**  
17 **LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE VERIFIED**  
18 **COMPLAINT ADVERSE TO PLAINTIFFS' TITLE, OR ANY CLOUD ON**  
19 **PLAINTIFFS' TITLE THERETO; AND DOES 1 THROUGH 20; AND ROE BUSINESS**  
20 **ENTITIES 20 THROUGH 50)**

21 118. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 117, as though  
22 fully set forth at length herein.

23 119. The Plaintiff contends it entered into a contract with the Defendant Floyd Grimes  
24 and Defendant Victoria Halsey on January 15, 2005, to purchase the property, subject of this  
25 action for the purchase price of \$69,000. On or about October 2015, at which time the Plaintiff  
notified the Defendants it had paid approximately \$91,756 , and was no longer making any more  
payments to the Defendants for the property and demanded the Defendants convey the title for  
the property in accordance with the contract. The Defendants refused to comply with the

1 contract.

2 120. Whereas, the Defendant Floyd Grimes and Defendant Victoria Halsey dispute the  
3 Plaintiff's contention and contend the Defendants chose to revert the Plaintiff's purchase  
4 payments to rent payments when the Plaintiff stopped making payments in November 2015,  
5 therefore making the Plaintiff's purchase payments, to be rent payments, amending the purchase  
6 contract to a lease agreement. On or about December 14, 2015, during a Summary Eviction  
7 hearing the Defendant Halsey testified to this fact.

8 121. The course of conduct described herein, is unlawful and is appropriate for a  
9 declaration by this Court.

10 122. Accordingly a justiciable controversy has arisen between the parties whose  
11 interests are adverse, and the dispute is ripe for adjudication. Plaintiff Thomas Walker has acted  
12 lawfully and in full compliance with its contract and other governing documents and is, in fact,  
13 the purchaser of the property not a Tenant and is entitled to a declaration from this Court to that  
14 effect.

15 123. Accordingly this Court should declare and decree and enter an Order of  
16 Declaratory Relief that the Plaintiff is the rightful owner of the property and quiet title in the  
17 name of the Plaintiff Thomas Walker.

18 **THIRD CAUSE OF ACTION**  
19 **DECLERATORY RELIEF**  
**Violation of Article 1§ 1of the Nevada Constitution**

20 **(Against All Defendants)**

21 124. Plaintiff hereby incorporates and re-alleges Paragraphs 1through 123, as though  
22 fully set forth at length herein.

23 125. On or about October 2015, the Plaintiff discovered it had paid the Defendant  
24 Floyd Grimes and Defendant Victoria Halsey approximately \$91,756. This was the purchase  
25 price for the property of \$69,000 plus an incidental overpayment of \$22,756. At which time the

1 Plaintiff contacted the Defendants and demanded the Defendants convey the title for the property  
2 to the Plaintiff Thomas Walker, in accordance with the party's contract.

3 126. Defendant Floyd Grimes and Defendant Victoria Halsey refused to convey the  
4 title for the property to the Plaintiff, then attempted to evict the Plaintiff from the property. The  
5 Defendants Floyd Grimes and Victoria Halsey, unable to obtain a Court Order for Summary  
6 Eviction against the Plaintiff, then sold the property, to a third party, an insider, identified as the  
7 Defendant Jalee Arnone. The Defendants acted in conspiracy and with the intent to purposefully  
8 deprive the Plaintiff Thomas Walker of its rights to possession of the property.

9 127. Defendant Floyd Grimes in open Court while sworn in under oath testified the  
10 Plaintiff was purchasing the property and the purchase price was \$69,000.

11 128. Defendant Victoria Halsey in her combined testimony in open Court while sworn  
12 in under oath testified the Plaintiff had paid the Defendants \$74,118.

13 129. The Plaintiff paid the purchase price for the property and therefore is entitled to a  
14 declaration of ownership.

15 130. The Constitution of The State of Nevada, Article 1 § 1 states: All men are by  
16 Nature free and equal and have certain inalienable rights among which are those of enjoying and  
17 defending life and liberty; Acquiring, Possessing and Protecting property and pursuing and  
18 obtaining safety and happiness

19 131. The Defendant's actions have been to intentionally deprive the Plaintiff of its  
20 right to possess property as protected under Article 1§ 1 of The Constitution of The State of  
21 Nevada and therefore violates this Section of The Constitution of The State of Nevada.

22 132. The course of conduct described herein, taken by the Defendants, is unlawful, and  
23 is appropriate for declaration by this Court.

24 133. By virtue of the Defendant's undertaking such unlawful conduct, at the expense  
25 of the Plaintiff, the Plaintiff is entitled, against all Defendants, to such relief as the Court deems

1 proper, including but not limited to declaratory relief, injunctive relief, and the cost and expenses  
2 of this action.

3 **FOURTH CAUSE OF ACTION**  
4 **DECLARATORY RELIEF**  
5 **Violation of Article 1, § 8 (2) of the Nevada Constitution**  
6 **(Against All Defendants)**

7 134. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 133, as though  
8 fully set forth at length herein.

9 135. The Constitution of The State of Nevada, Article 1§ 8(2) states: No person shall  
10 be deprived of life, liberty, or property

11 136. The Defendant's actions as stated above have been to intentionally deprive the  
12 Plaintiff of property, as protected under Article 1§ 8(2) of The Constitution of The State of  
13 Nevada and therefore violates this Section of The Constitution of The State of Nevada.

14 137. The course of conduct described above herein, is unlawful and is appropriate for  
15 declaration by this Court.

16 138. By virtue of the Defendant's undertaking such unlawful conduct, at the expense  
17 of the Plaintiff, the Plaintiff is entitled, against all Defendants, to such relief as the Court deems  
18 proper, including but not limited to declaratory relief, injunctive relief, and the cost and expenses  
19 of this action.

20 **FIFTH CAUSE OF ACTION**  
21 **DECLERATORY RELIEF**  
22 **Violation of Nevada Revised Statutes (NRS 205.365)**

23 **(Against All Defendants)**

24 139. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 138, as though  
25 fully set forth at length herein.

140. The Defendant Floyd Grimes and Defendant Victoria Halsey sold the property  
twice.

1           141. The Defendants Floyd Grimes and Defendant Victoria Halsey, sold the property  
2 for the first time, to the Plaintiff Thomas Walker, on January 15, 2005

3           142. The Defendants Floyd Grimes and Defendant Victoria Halsey sold the same  
4 property to a third party, an insider, identified as Defendant Jalee Arnone, on August 13, 2018.

5           143. The Defendants Floyd Grimes and Defendants Victoria Halsey's actions are within  
6 the meaning prescribed in NRS 205.365 and therefore violates this section of the Nevada  
7 Revised Statutes.

8                           **NRS 205.365 Fraudulently selling real estate twice**

9                           A person, after once selling, bartering or disposing of any tract  
10 of land, town lot, or executing any bond or agreement for the sale  
11 of any land or town lot, who again, knowingly and fraudulently,  
12 sells, barter or disposes of the same tract of land or lot, or any part  
13 thereof, or knowingly and fraudulently executes any bond or  
14 agreement to sell, barter or dispose of the same land or lot, or any  
15 part thereof, to any other person, for a valuable consideration, shall  
be punished:

1. Where the value of the property involved is \$650 or more, for a category C felony as provided in NRS 193.130. In addition to any other penalty, the court shall order the person to pay restitution.

16           144. The course of conduct described herein, is unlawful is appropriate for a  
17 declaration by this Court.

18           145. By virtue of the Defendant's undertaking such unlawful conduct, at the expense  
19 of the Plaintiff, the Plaintiff is entitled, against all Defendants, to such relief as the Court deems  
20 proper, including but not limited to declaratory relief, injunctive relief, and the cost and expenses  
21 of this action.

22                           **SIXTH CAUSE OF ACTION**  
23                           **BREACH OF CONTRACT**

24                           **(Against Defendants Floyd Grimes and Victoria Halsey)**

25           146. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 145, as though

1 fully set forth at length herein.

2 147. On or about January 15, 2005 Plaintiff entered into a contract with Defendant  
3 Floyd Grimes and Defendant Victoria Halsey to purchase the property described in paragraph 11  
4 of the Verified Complaint for \$69,000 paid for in monthly payments in the amount of \$700.

5 148. Defendant Floyd Grimes agreed convey title for the property to the Plaintiff upon  
6 receipt of the last payment of the purchase price.

7 149. The Plaintiff paid the purchase price of \$69,000. This is confirmed, by the  
8 testimony of Defendant Halsey.

9 150. Defendant Halsey testified in Court, on December 14, 2015 the Plaintiff paid an  
10 additional \$100 per month for the first 2 years to pay off the down payment of \$2500.

11 151. Defendant Halsey testified in Court on June 29, 2017, approximately 2 years later,  
12 the Plaintiff paid \$54,118; however, this amount did not include the first 2 years of the Plaintiffs  
13 payments. Halsey testified losing her books which contained the first 2 years of the Plaintiff's  
14 payments.

15 152. The Defendant Halsey in her combined testimony, testified the Plaintiff paid the  
16 Defendants \$74,118; therefore, Defendant Halsey testified the Plaintiff paid the purchase price  
17 for the property.

18 153. Defendant Floyd Grimes owed a duty to perform its obligations to the contract  
19 and by refusing to convey title for the property to the Plaintiff after receiving the last payment of  
20 the purchase price. The Defendant Floyd Grimes actions constitute a material breach of  
21 Defendants contract with the Plaintiff.

22 154. As a direct and proximate result of Defendant Floyd Grimes and Defendant  
23 Victoria Halsey actions of breach the contract, Plaintiff Thomas Walker has suffered and will  
24 continue to suffer direct, incidental and consequential damages in an amount to be proven at  
25 trial, but in any event, in an excess of \$15,000



**SEVENTH CAUSE OF ACTION**  
**BREACH OF CONTRACT (Tort)**

**(Against Defendants Floyd Grimes and Victoria Halsey)**

155. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 154, as though fully set forth at length herein.

156. On or about January 15, 2005 Plaintiff entered into a contract with Defendant Floyd Grimes and Defendant Victoria Halsey to purchase the property described in paragraph 11 of the Verified Complaint for \$69,000 paid for in monthly payments in the amount of \$700.

157. Defendant Floyd Grimes agreed convey title for the property to the Plaintiff upon receipt of the last payment of the purchase price.

158. The Plaintiff paid the purchase price of \$69,000. This is confirmed, by the testimony of Defendant Halsey.

159. Defendant Halsey testified in Court, on December 14, 2015 the Plaintiff paid an additional \$100 per month for the first 2 years to pay off the down payment of \$2500.

160. Defendant Halsey testified in Court on June 29, 2017, approximately 2 years later, the Plaintiff paid \$54,118; however, this amount did not include the first 2 years of the Plaintiff's payments. Halsey testified losing her books which contained the first 2 years of the Plaintiff's payments.

161. The Defendant Halsey in her combined testimony, testified the Plaintiff paid the Defendants \$74,118; therefore, Defendant Halsey testified the Plaintiff paid the purchase price for the property.

162. Defendant Floyd Grimes owed a duty to perform its obligations to the contract and by refusing to convey title for the property to the Plaintiff after receiving the last payment of the purchase price. The Defendant Floyd Grimes actions constitute a material breach of Defendants contract with the Plaintiff.

163. As a direct and proximate result of Defendant Floyd Grimes and Defendant Victoria Halsey actions of breach the contract, Plaintiff Thomas Walker has suffered and will continue to suffer direct, incidental and consequential damages in an amount to be proven at trial, but in any event, in an excess of \$91,756

164. In committing the acts herein above alleged, Defendants are guilty of oppression, fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled to recover punitive damages from the Defendants for the purpose of deterring him and others similarly situated from engaging in like conduct.

**EIGHTH CAUSE OF ACTION**  
**SLANDER OF TITLE**

**(Against Defendants Floyd Grimes, Elizabeth Grimes, WBG Trust and Victoria Halsey)**

165. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 164, as though fully set forth at length herein.

166. The Defendant Floyd Grimes slandered the title to the Plaintiffs property intentionally and without justification when the Defendant transferred the title for the property to the WBG Trust and recorded the transfer with the Clark County recorder, making the deed public.

167. The Defendants knew that the North Las Vegas Water Utility would act in reliance on the deed causing the Plaintiff to suffer a loss of water service to the property and loss of the Plaintiffs right to the use of public utilities.

168. The North Las Vegas Water Utility did in fact act in reliance of the deed when it refused to connect or provide water service to the property due to the recorded ownership of the deed and the deed not naming the Plaintiff as owner.

169. As a direct and proximate result of the Defendants publicly recording the deed has

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1 induced, directly caused, and proximately caused the North Las Vegas Water Utility to refuse the  
2 Plaintiff water service to the property, destroying the Plaintiff benefits of the property, the  
3 enjoyments of the property and the Plaintiff's possessory interest in the property.

4 170. As a direct and proximate result of the Defendants actions of slandering the title  
5 to the property the Plaintiff has suffered diminution to the value of the plaintiff's interest in the  
6 property, diminution in the value of the title, and diminution of the value and condition of the  
7 property and direct, incidental and consequential damages in an amount to be proven at trial but  
8 in any event in excess of \$15,000.

9 171. In committing the acts herein above alleged, Defendants are guilty of oppression,  
10 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
11 to recover punitive damages from the Defendants for the purpose of deterring him and others  
12 similarly situated from engaging in like conduct.

13 **NINETH CAUSE OF ACTION**  
14 **SLANDER OF TITLE**

15 **(Against Defendants Jalee Arnone, Peter Arnone, Floyd Grimes  
Elizabeth Grimes, WBG Trust and Victoria Halsey)**

16 172. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 171, as though  
17 fully set forth at length herein.

18 173. The Defendant Jalee Arnone accepted a Quit Claim Deed which transferred the  
19 title for the property from the WBG Trust, the Wayne and Betty Grimes Trust, to Defendant  
20 Jalee Arnone, which the Defendant Jalee Arnone then recorded the transfer with the Clark  
21 County recorder, making the deed public.

22 174. The Defendant Jalee Arnone knew or should have reasonably known of the  
23 property dispute between the Defendant Floyd Grimes and the Plaintiff and that the Plaintiff was  
24 the rightful owner of the property.

25 175. The Defendants knew that the Water Utility would act in reliance on the deed

1 causing the Plaintiff to suffer a loss.

2 176. The Water Utility did in fact act in reliance of the deed when it refused to connect  
3 or provide water service to the property after checking the property owner information when the  
4 Plaintiff paid the balance of approximately \$360 to have the water service restored to the  
5 property.

6 177. As a direct and proximate result of the Defendants actions which slander the title  
7 to the property the Plaintiff has suffered direct, incidental and consequential damages in an  
8 amount to be proven at trial but in any event in excess of \$15,000.

9 178. In committing the acts herein above alleged, Defendants are guilty of oppression,  
10 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
11 to recover punitive damages from the Defendants for the purpose of deterring him and others  
12 similarly situated from engaging in like conduct.

13 **TENTH CAUSE OF ACTION**  
14 **NUISANCE**

15 **(Against Defendants Floyd Grimes, Elizabeth Grimes, Victoria Halsey and Jalee Arnone)**

16 179. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 178, as though  
17 fully set forth at length herein

18 180. The Defendant have unreasonably and unlawfully used its' possession of its own  
19 title for the property to substantially interfere with the property belonging to Plaintiff.  
20 Defendants have substantially interfered with the Plaintiff's enjoyments of its own property, and  
21 therefore have acted as a nuisance.

22 181. On or about June 08, 2016 the Defendant Floyd Grimes contacted the North Las  
23 Vegas Water Utility and unlawfully caused the water service to be disconnected. Using the  
24 Defendants possession of the title has caused temporary and permanent injury to the Plaintiff's  
25 property that cannot be remediated without extensive rehabilitation. The dead grass drove insects

1 into the mobile homes. Overgrown and dying trees and bushes attracted rats and other rodents  
2 into the neighborhood. The Plaintiff has been cited on several occasions for violations of  
3 municipal ordinances and is without the ability to rehabilitate the property.

4 182. Because of the extensive temporary and permanent damages caused to the  
5 property of the Plaintiff, the Plaintiff has suffered diminution of value of its home, loss of  
6 enjoyment of its home and mental anguish.

7 183. The Defendants actions are within the meaning of NRS 40.140 and therefore  
8 violates this section of the Nevada Revised Statutes.

9 184. The Defendants owed a duty to obey the laws of the State of Nevada, Clark  
10 County and by failing to do so have acted as a nuisance.

11 185. As a direct and proximate result of the Defendants nuisance actions as stated above  
12 the Plaintiff bring this count for compensatory damages and abatement in the amount \$105,000,  
13 and;

14 186. As a direct and proximate result of the Defendants nuisance actions as stated above  
15 the Plaintiff has suffered direct, incidental and consequential damages in an amount to be proven  
16 at trial, but in any event, in excess of \$15,000, plus prejudgment interest

17 187. In committing the acts herein above alleged, Defendants are guilty of oppression,  
18 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
19 to recover punitive damages from the Defendants for the purpose of deterring him and others  
20 similarly situated from engaging in like conduct.

21 **ELEVENTH CAUSE OF ACTION**  
22 **ABUSE OF PROCESS**

23 **(Against Defendants Floyd Grimes and Victoria Halsey)**

24 188. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 187, as though  
25 fully set forth at length herein.

1           189. The Defendant Grimes and Halsey have abused the process of Summary Eviction  
2 for the malicious purposes of trying to unlawfully evict the Plaintiff from the property and to  
3 deprive the Plaintiff of its protected rights, not for a resolution of the issues.

4           190. The Defendants Grimes and Halsey were notified by the Judge in the second  
5 Summary Eviction hearing that if the Defendants continued file for Summary Eviction it would  
6 only produce the same results and would again be denied.

7           191. The Defendants Grimes and Halsey were made aware by the Justice of the piece  
8 that Summary Eviction would not remedy or resolve the issues between the Plaintiff and the  
9 Defendants.

10          192. The Defendants ignored the Justices of the piece, and without any respect for the  
11 Judicial Officer or the Courts time, the Defendants filed two more Summary Eviction cases  
12 against the Plaintiff Thomas Walker.

13          193. The Defendant's owed a duty to the Plaintiff to use the judicial process to resolve  
14 the issues and not for purpose of trying to unlawfully and wrongfully evicting the Plaintiff from  
15 the property it purchased.

16          194. As a direct and proximate result of Defendant Floyd Grimes and Victoria  
17 Halsey's actions and erroneous filing of for Summary Eviction of the Plaintiff and continued  
18 abuse of process the Plaintiff has suffered direct, incidental and consequential damages in an  
19 amount to be proven at trial, but in any event, in excess of \$15,000, plus prejudgment interest

20          195. In committing the acts herein above alleged, Defendants are guilty of oppression,  
21 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
22 to recover punitive damages from the Defendants for the purpose of deterring him and others  
23 similarly situated from engaging in like conduct.

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**TWELVTH CAUSE OF ACTION**  
**FRAUDULENT INDUCEMENT**

**(Against Defendants Floyd Grimes and Victoria Halsey)**

196. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 195, as though fully set forth at length herein.

197. On or about January 15, 2005 the Defendants Floyd Grimes and Victoria Halsey were asked by the Plaintiff, "are the tax and interest included in the purchase price", in which they falsely and fraudulently represented the tax, interest and down payment were included in the purchase price of \$69,000. As of January 15, 2005 the Defendants knew they intended for the Plaintiff to pay an additional 11% annual interest on the purchase price.

198. The Defendants representation regarding the purchase price for the property, was patently false. The true facts were the Defendants had already intended to charge 11% interest annually for 30 years on the \$69,000 purchase price; however, the Defendants intended not to disclose this fact to the Plaintiff until years later after the Plaintiff had invested so much money that it would be obligated to agree to the Defendants terms, no matter how outrageous, otherwise suffer the loss of the Plaintiffs investment or the property, or both the Plaintiff investment and the property.

199. Defendants and each of them, at all times mentioned herein, knew this representation of the purchase price to be false and made this false representation with the intent to cause the Plaintiff to rely on it and to deceive the Plaintiff and induce the Plaintiff to accept the Defendants offer to purchase the property. Specifically, Defendants made false statements to the Plaintiff to induce the Plaintiff to enter into a purchase and sale land installment contract, to purchase the Defendant Floyd Grimes property, commonly known as: 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156, legal description: SUNRISE TRLR EST UNIT #5B PLAT BOOK 11 PAGE 83 LOT 27 BLOCK 1, Parcel number 140-15-414-070, including tax, interest

1 and down payment of \$2500 for a total sum of \$69,000.

2       200. The Plaintiff believed and relied on this false representation and was thereby  
3 induced to make its initial investment and accept the Defendants offer, purchasing the above-  
4 described property and paid the Defendants a sum of no less than \$91,756. Had it not been for  
5 the Defendants false misrepresentations, the Plaintiff would not have entered into a contract with  
6 the Defendants.

7       201. As a direct and proximate result of the Defendants intentional aforesaid fraudulent  
8 misrepresentation the Plaintiff has suffered direct , proximate and consequential damages all in  
9 an amount to be determined at trial, but in any event, in an amount in excess of \$15,000, plus  
10 prejudgment interest.

11       202. In committing the acts herein above alleged, Defendants are guilty of oppression,  
12 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff is entitled to recover  
13 punitive damages from the Defendants for the purpose of deterring him and others similarly  
14 situated from engaging in like conduct

15                               **THIRTEENTH CAUSE OF ACTION**  
16                               **FRAUDULENT CONCEALMENT**

17       **(Against Defendants Floyd Grimes, Elizabeth Grimes, Victoria Halsey and Jalee Arnone)**

18       203. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 202, as though  
19 fully set forth at length herein.

20       204. On or about August 13, 2018 the Defendant's Floyd Grimes and Elizabeth  
21 Grimes, acting as Trustees of the WBG Trust, conveyed the property, purchased by the Plaintiff,  
22 to Defendant Jalee Arnone.

23       205. The Defendants withheld the conveyance of the property from the Plaintiff for the  
24 purpose of committing fraud against the Plaintiff.

25       206. The Defendant owed a duty to the Plaintiff to disclose the conveyance of the



1 property to the Plaintiff to obey the laws of the State of Nevada in the County of Clark and by  
2 failing to do so have acted within the means of fraudulent concealment.

3 207. as a direct and proximate result of the Defendants actions of fraudulent  
4 concealment. The Plaintiff Thomas Walker has suffered direct, incidental and consequential  
5 damages in an amount to be proven at trial, but in any event, in excess of \$15,000, plus  
6 prejudgment interest

7 208. In committing the acts herein above alleged, Defendants are guilty of oppression,  
8 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
9 to recover punitive damages from the Defendants for the purpose of deterring him and others  
10 similarly situated from engaging in like conduct.

11 **FOURTEENTH CAUSE OF ACTION**  
12 **FRAUDULENT TRANSFER**

13 **(Against Defendants Floyd Grimes, Elizabeth Grimes and Victoria Halsey)**

14 209. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 208, as though  
15 fully set forth at length herein.

16 210. On February 11, 2016 Defendant Grimes transferred the “property” to the WBG  
17 Trust, also known as the Wayne and Betty Grimes Trust, which is administered by the Trustees  
18 Defendants Floyd Grimes and Elizabeth Grimes.

19 211. The Defendant Grimes transferred the “property” that was owed to the Plaintiff  
20 with the intention of committing fraud against the Plaintiff.

21 212. The Defendant Grimes had received payment from the Plaintiff of approximately  
22 \$91,756 for the purchase of the property, which the Defendant Grimes has retained for his own  
23 unjust benefit; however the Plaintiff did not receive conveyance of the title or any reasonable  
24 equivalent value in exchange for the transfer.

25 213. Defendant Grimes knew a lawsuit for the property was plausible and could

1 potentially result in an award for damages, an award of the property, or an award of both the  
2 property and damages, in favor of the Plaintiff was plausible as well.

3 214. The Defendant owed a duty to the Plaintiff to obey the laws of the State of  
4 Nevada, in the County of Clark, and for failing to do so has acted within the means of a  
5 fraudulent transfer.

6 215. As a direct and proximate result of the Defendants actions of fraudulent transfer  
7 the Plaintiff has suffered direct, incidental and consequential damages in an amount to be proven  
8 at trial, but in any event, in excess of \$15,000, plus prejudgment interest

9 216. In committing the acts herein above alleged, Defendants are guilty of oppression,  
10 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff is entitled to recover  
11 punitive damages from the Defendants for the purpose of deterring him and others similarly  
12 situated from engaging in like conduct

13 **FIFTEENTH CAUSE OF ACTION**  
14 **CONVERSION**

15 **(Against Defendants Floyd Grimes and Victoria Halsey)**

16 217. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 216, as though  
17 fully set forth at length herein.

18 218. On or about June 08, 2017 the Defendant Grimes contacted the North Las Vegas  
19 Water Utility and without knowledge or consent of the Plaintiff, Defendant Grimes asserted  
20 dominion over the title to the property and terminated the water service to the property.

21 219. The Defendants actions were in derogation, exclusion and defiance of the  
22 Plaintiff's rights.

23 220. The Defendant owed a duty to the Plaintiff to obey the laws of the State of  
24 Nevada, in the County of Clark and by unlawfully asserting dominion over the title to the  
25 property and oppressing the Plaintiff of its right to the supply and usage of the essential service,

1 depriving the Plaintiff of water service has acted within the means of conversion.

2 221. As a direct and proximate result of the Defendant Floyd Grimes acts of  
3 conversion as stated above, the Plaintiff has suffered direct, incidental and consequential  
4 damages in an amount to be proven at trial, but in any event, in excess of \$15,000, plus  
5 prejudgment interest.

6 222. In committing the acts herein above alleged, Defendants are guilty of oppression,  
7 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
8 to recover punitive damages from the Defendants for the purpose of deterring him and others  
9 similarly situated from engaging in like conduct.

10 **SIXTEENTH CAUSE OF ACTION**  
11 **UNJUST ENRICHMENT-Quantum Meruit-**

12 **(Against Defendants Floyd Grimes and Victoria Halsey)**

13 223. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 222, as though  
14 fully set forth at length herein.

15 224. On or about January 15, 2005 the Plaintiff purchased the property from Defendant  
16 Floyd Grimes and Defendant Victoria Halsey for a purchase price of \$69,000. The Plaintiff paid  
17 the defendants \$91,756, the purchase price and an incidental overpayment \$22,756. The  
18 Defendant's accepted and retained the payment of the Plaintiff's and the title to the property.

19 225. It is inequitable for the Defendants to retain the benefits of the Plaintiff's payment  
20 of and the title to the property without payment of value for the same and in doing so, the  
21 Defendants have been unjustly enriched.

22 226. The Defendants owed a duty to the Plaintiff to convey the title for the property to  
23 the Plaintiff and to return the Plaintiff's incidental over payment in the amount of approximately  
24 \$22,756, and for failing to do so the Defendants have been unjustly enriched.

25 227. As a direct and proximate result of the Defendant Grimes and Halsey's unjust

1 enrichment, the Plaintiff has suffered direct, incidental and consequential damages in an amount  
2 to be proven at trial, but in any event, in excess of \$91,756, plus prejudgment interest

3 228. In committing the acts herein above alleged, Defendants are guilty of oppression,  
4 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
5 to recover punitive damages from the Defendants for the purpose of deterring him and others  
6 similarly situated from engaging in like conduct.

7 **SEVENTEENTH CAUSE OF ACTION**  
8 **CONVERSION**

9 **(Against Defendants Floyd Grimes, Elizabeth Grimes, Victoria Halsey and Jalee Arnone)**

10 229. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 228, as though  
11 fully set forth at length herein.

12 230. On or about August 13, 2018, the Defendants intentionally, by use of Quit Claim  
13 Deed, conveyed the property, purchased by the Plaintiff, paying the Defendant approximately  
14 \$91,756, to an insider, identified as the Defendant Jalee Arnone.

15 231. Defendants Floyd Grimes and Elizabeth Grimes, Trustees of the WBG Trust,  
16 exerted dominion over the property, and such acts of the Defendants have been committed in  
17 denial of the Plaintiff's use and enjoyment of the property and were committed in derogation,  
18 exclusion and defiance of Plaintiff rights to the property.

19 232. The Defendant owed a duty to the Plaintiff to obey the laws of the State of  
20 Nevada, in the County of Clark and by failing to do so acted within the means of conversion.

21 233. As a direct and proximate result of the Defendant acts of conversion the Plaintiff  
22 has suffered direct, incidental and consequential damages in an amount to be proven at trial, but  
23 in any event, in excess of \$15,000, plus prejudgment interest.

24 234. In committing the acts herein above alleged, Defendants are guilty of oppression,  
25 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled

1 to recover punitive damages from the Defendants for the purpose of deterring him and others  
2 similarly situated from engaging in like conduct

3 **EIGHTEENTH CAUSE OF ACTION**  
4 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

5 **(Against Defendants Floyd Grimes and Victoria Halsey)**

6 235. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 234, as though  
7 fully set forth at length herein.

8 236. Defendants Floyd Grimes and Victoria Halsey extreme and outrageous conduct  
9 has been with the intent of causing and has caused the Plaintiff extreme emotional distress.

10 237. On or about June 08, 2017 the Defendants acting with reckless disregard for the  
11 Plaintiff, The Defendant's extreme and outrageous conduct of contacting the North Las Vegas  
12 Water Utility and disconnecting the water service to the Plaintiff's property acted with malice  
13 and instructed the North Las Vegas Water Utility not to restore the water service for the Plaintiff.

14 238. The Defendants egregious, extreme and outrageous conduct acted with malice.  
15 The Defendants intent was to deprive the Plaintiff of water, causing the Plaintiff to suffer severe  
16 emotional distress, in an attempt to force the Plaintiff from the property.

17 239. The Defendants extreme and outrageous conduct, acting with reckless disregard, has  
18 caused the Plaintiff humiliation, embarrassment, and to feel degraded, both privately and  
19 publicly.

20 240. The Plaintiff has suffered the embarrassment of carrying buckets and coolers full  
21 of water, up the street and onto the property while the neighbors watch, just to maintain the  
22 sewer and plumbing systems to the property in working order, and to bathed and washed dishes,  
23 which the Plaintiff has had to do out of buckets of water. The Plaintiff has endured the summer  
24 heat through 2 out of 5 of the hottest summer, on record, in Las Vegas.

25 241. The Plaintiff continues to suffer these humiliations, including but not limited, to

1 the loss of the use and of enjoyment of the property, the financial loss for having to go to the  
2 laundry mat to wash clothes every week.

3 242. The Defendants have actions include acting in disregard for the judicial  
4 instructions of a Judicial Officer. The Defendants in a hearing for Summary Eviction on June 29,  
5 2017, were instructed by the Honorable Judge Holly S. Stoberski to reconnect the water service,  
6 notifying the Defendants if they know there is an occupant at the property they cannot disconnect  
7 the water service in an attempt to force them off the property. The Defendants asked the  
8 honorable Judge Stoberski, if that was an order of the Court. The honorable Judge Stoberski,  
9 after already ruling the Summary Eviction Court was not the proper Court for adjudicating the  
10 Plaintiff and the Defendants issues, responded to the Defendants, "No" it was not an order of the  
11 court. The honorable Judge Stoberski not issuing an order for the Defendant's to reconnect  
12 service; the Defendants disrespectfully ignored the Judges instructions to reconnect the water.

13 243. The Defendants owed a duty to obey the laws of the State of Nevada and by the  
14 Defendants extreme and outrageous acts of malice to deprive the Plaintiff of water service, with  
15 the intent to cause the Plaintiff to suffer extreme emotional distress has failed to obey the laws in  
16 the State of Nevada, in the County of Clark.

17 244. As a direct and proximate result of the Defendant Extreme and outrageous actions  
18 have caused and will continue to cause the Plaintiff to suffer extreme emotional distress the  
19 plaintiff is entitled to compensatory damages in an amount to be proven at trial, but in any event,  
20 in excess of \$15,000, plus prejudgment interest.

21 245. In committing the acts herein above alleged, Defendants are guilty of oppression,  
22 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
23 to recover punitive damages from the Defendants for the purpose of deterring him and others  
24 similarly situated from engaging in like conduct.

25 //

**NINETEENTH CAUSE OF ACTION**  
**CIVIL CONSPIRACY**

**(Against All Defendants)**

246. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 245, as though fully set forth at length herein.

247. Defendant Floyd Grimes, Elizabeth Grimes Victoria Halsey, Jalee Arnone and Peter Arnone conspired together with one another, against the Plaintiff, to unlawfully transfer the property, by use of a Quit Claim Deed, from the WBG Trust, to Defendant Jalee Arnone, to further oppress the constitutionally protected rights of the Plaintiff, further deprive the Plaintiff of the use and enjoyments of the property and to commit fraud against the Plaintiff.

248. The Defendants committed and caused to be recorded in the Office of the Clark County Recorder the Quit Claim Deed for the property for the unlawful fraudulent transfer of the property on August 13, 2018.

249. The Defendants owed a duty to the Plaintiff to not to conspire to commit fraud against the Plaintiff and to obey the laws in the State of Nevada, County of Clark and failing to do so, the Defendants have acted in civil conspiracy to commit fraud against the Plaintiff.

250. As a direct and proximate result of the Defendants civil conspiracy the Plaintiff has suffered direct, incidental and consequential damages in an amount to be proven at trial, but in any event, in excess of \$15,000 plus prejudgment interest.

251. In committing the acts herein above alleged, Defendants are guilty of oppression, fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled to recover punitive damages from the Defendants for the purpose of deterring him and others similarly situated from engaging in like conduct.

//

//

**TWENTIETH CAUSE OF ACTION**  
**UNJUST ENRICHMENT**

**(Against Defendant Floyd Grimes, Victoria Halsey and Jalee Arnone)**

252. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 251, as though fully set forth at length herein.

253. Defendants Jalee Arnone, accepted and received a fraudulent transfer of the title to the property by use of a Quit Claim Deed, knowingly that the transfer was fraudulent.

254. Defendant Jalee Arnone had knowledge or should have known that the property had been previously purchased by the Plaintiff and therefore, rightfully belonged to the Plaintiff.

255. The Defendant Jalee Arnone accepted conveyance of the title for the property and has retained the benefit of the title to the property under circumstances where it is unequitable for the Defendant Jalee Arnone to retain the benefit of the property, rightfully belonging to the Plaintiff.

256. There Plaintiff did not offer to sell the property to Defendant Jalee Arnone and there is no contract that exists between the Plaintiff and the Defendant Jalee Arnone that confers the Defendant the right to possess the property.

257. The Plaintiff paid approximately \$91,756 for the title to the property, while the Defendant Jalee Arnone retains the benefit of the title to the property without payment of value for the same in exchange.

258. The principles of justice, equity and good conscience require that the title to such property be returned to the Plaintiff.

259. The Defendant Jalee Arnone owes a duty to act in good conscience with the principals of justice and equity and to return the title for the property to the Plaintiff and for failing to do has been unjustly enriched.

260. As a direct and proximate result of the Defendant Jalee Arnone actions of unjust



1 enrichment, the Plaintiff has suffered direct, incidental and consequential damages in an amount  
2 to be proven at trial, but in any event, in excess of \$15,000, plus prejudgment interest

3 261. In committing the acts herein above alleged, Defendants are guilty of oppression,  
4 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
5 to recover punitive damages from the Defendants for the purpose of deterring him and others  
6 similarly situated from engaging in like conduct.

7 **TWENTY-FIRST CAUSE OF ACTION**  
8 **FRAUDULENT CONVEYANCE**

9 **(Against Defendants Floyd Grimes, Elizabeth Grimes, Victoria Halsey and Jalee Arnone)**

10 262. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 261, as though  
11 fully set forth at length herein.

12 263. On or about the last week of May 2018 and again the last week in June 2018, the  
13 Defendant's Grimes and Halsey were sent Demand Letters from the Plaintiff, demanding the  
14 Defendants convey the title to the "property" and remedy their breach of contract.

15 264. The Defendants Grimes and Halsey received the Plaintiff's demand Letters. This  
16 is confirmed by the return receipt from the United States Post Office.

17 265. The Defendant's Grimes and Halsey knew or should have reasonably known that  
18 a law suit for the property would be plausible when neither Defendant responded to the  
19 Plaintiff's demand letters.

20 266. The Plaintiff's demand letters specifically stated failure to respond will result in a  
21 law suit being filed against you.

22 267. The Defendant's Grimes and Halsey failing to respond to the demand letters  
23 conveyed the title to the "property" to Jalee Arnone.

24 268. The Defendant Grimes and Halsey conveyed the "property", with the intent to  
25 deceive and defraud the Plaintiff and has violated the Plaintiff's protected rights under the

1 Nevada Revised Statute. Specifically **N.R.S. 205.365**

2 269. As a direct and proximate result of the Defendants Grimes and Halsey's actions of  
3 fraudulent conveyance of the "property" to Jalee Arnone the Plaintiff has suffered direct,  
4 incidental and consequential damages in an amount to be proven at trial, but in any event, in  
5 excess of \$15,000, plus prejudgment interest

6 270. In committing the acts herein above alleged, Defendants are guilty of oppression,  
7 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
8 to recover punitive damages from the Defendants for the purpose of deterring him and others  
9 similarly situated from engaging in like conduct

10 271. As a result of the acts and omissions of the Defendants, Plaintiff Thomas Walker  
11 has been compelled to incur legal fees for the prosecution of Plaintiff's interests.

12 **TWENTY-SECOND CAUSE OF ACTION**  
13 **DECEPTIVE TRADE PRACTICE**

14 **(Against Defendants Floyd Grimes and Victoria Halsey)**

15 272. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 271, as though  
16 fully set forth at length herein.

17 273. Defendant Floyd Grimes and Defendant Halsey in the course of business engaged  
18 in deceptive trade practices in violation of the Nevada Deceptive Trade Practice Act in that it  
19 used deceptive practices and/or misrepresentations or omissions in the course as the seller in a  
20 land sale installment contract that failed to record the sale of the land sale instalment contract  
21 within 30 days after receiving the buyers first payment, pay the tax on the land sale installment  
22 contract, and failed to include terms in the land sale installment contract providing rights and  
23 protections to the buyer that are substantially the same as those under a foreclosure sale pursuant  
24 to chapter 40 of NRS.

25 274. The Defendants Grimes and Halsey's deceptive conduct constitutes multiple

violations of the Nevada Deceptive Trade Practice Act, including but not limited to:

- (a) **NRS 598.0923 “Deceptive trade practice” defined.** A person engages in a “deceptive trade practice” when in the course of his or her business or occupation he or she knowingly:
1. Conducts the business or occupation without all required state, county or city licenses.
  2. Fails to disclose a material fact in connection with the sale or lease of goods or services.
  3. Violates a state or federal statute or regulation relating to the sale or lease of goods or services.
  4. Uses coercion, duress or intimidation in a transaction.
  5. As the seller in a land sale installment contract, fails to:
    - (a) Disclose in writing to the buyer:
      - (1) Any encumbrance or other legal interest in the real property subject to such contract; or
      - (2) Any condition known to the seller that would affect the buyer’s use of such property.
    - (b) Disclose the nature and extent of legal access to the real property subject to such agreement.
    - (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.
- Ê As used in this subsection, “land sale installment contract” has the meaning ascribed to it in paragraph (d) of subsection 1 of NRS 375.010. (Added to NRS by 1985, 2256; A 1999, 3282; 2009, 1118)
- (b) **NRS 598.0915(1) “Deceptive trade practice” defined.** A person engages in a “deceptive trade practice” if, in the course of his or her business or occupation, him or her:
1. Knowingly passes off goods or services for sale or lease as those of another person.
- (c) **NRS 598.0915(9) “Deceptive trade practice” defined.** A person engages in a “deceptive trade practice” if, in the course of his or her business or occupation, he or she:
9. Advertises goods or services with intent not to sell or lease them as advertised.
- (d) **NRS 598.0915(13) “Deceptive trade practice” defined.** A person engages in a “deceptive trade practice” if, in the course of his or her business or occupation, he or she:
13. Makes false or misleading statements of fact concerning the price of goods or services for sale or lease, or the reasons for, existence of or amounts of price reductions.
- (e) **NRS 598.0915(14) “Deceptive trade practice” defined.**

1 A person engages in a “deceptive trade practice” if, in the course of his or  
2 her business or occupation, he or she:

3 14. Fraudulently alters any contract, written estimate of repair,  
4 written statement of charges or other document in connection with the sale  
5 or lease of goods or services.

6 (f) NRS 598.0915(15) “Deceptive trade practice” defined. A person  
7 engages in a “deceptive trade practice” if, in the course of his or her  
8 business or occupation, he or she:

9 15. Knowingly makes any other false representation in a transaction

10 275. In the matters alleged herein the Defendants acted in the course of its business or  
11 occupation within the meaning NRS598.0903 to 598.0999

12 276. In all requisite matters herein, the Defendants acted knowingly within the  
13 meaning NRS 598.0903 to 598.0999

14 277. In all matters alleged herein the Defendants acted willingly in violation of NRS  
15 598.0903 et seq., as a direct and proximate result of the Defendants above-mentioned actions of  
16 engaging in deceptive trade acts and/or practices, Plaintiff suffers direct, incidental and  
17 consequential damages, all in an amount to be proven at trial, but in any event, in excess of  
18 \$15,000

19 **TWENTY-THIRD CAUSE OF ACTION**  
20 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

21 **(Against All Defendants)**

22 278. Plaintiff hereby incorporates and re-alleges Paragraphs 1 through 277, as though  
23 fully set forth at length herein.

24 279. Defendants Floyd Grimes and Elizabeth Grimes, Trustees of the WBG Trust,  
25 Victoria Halsey, Jalee Arnone and Peter Arnone extreme and outrageous conduct have acting  
with malice to deprive the Plaintiff of its protected constitutional rights to possession of the  
property. The Defendants have actions are reckless, and without regard or remorse, to  
intentionally deprive and oppress the plaintiff of the use and enjoyment of the property.

280. The Defendants had a duty to obey the laws in the State of Nevada, County of

1 Clark and failing to do so have acted to cause the Plaintiff to suffer severe and extreme  
2 emotional distress,

3 281. As a direct and proximate result of the Defendants extreme and outrageous  
4 actions of malice and oppression against the Plaintiff, as stated above, and for acting without  
5 regard or remorse, has caused and will continue to cause the Plaintiff to suffer severe and  
6 extreme emotional distress, therefore Plaintiff is entitled to an award of compensatory damages  
7 in an amount to be proven at trial, but in any event, in excess of \$15,000, plus prejudgment  
8 interest

9 282. In committing the acts herein above alleged, Defendants are guilty of oppression,  
10 fraud, and malice towards Plaintiff Thomas Walker. As such, Plaintiff Thomas Walker is entitled  
11 to recover punitive damages from the Defendants for the purpose of deterring him and others  
12 similarly situated from engaging in like conduct,

13 **PRAYER FOR RELIEF**

14 **WHEREFORE** Plaintiff prays for Judgment against the Defendants and each of them as  
15 follows:

- 16 1. An Order setting aside the fraudulent conveyance of the property;
- 17 2. Award Plaintiff such preliminary injunctive and ancillary relief as may be  
18 necessary to avert the likelihood of consumer injury during the pendency of this action and to  
19 preserve the possibility of effective final relief, including, but not limited to, a preliminary  
20 injunction;
- 21 3. To the extent necessary, for an Order of Injunctive Relief requiring the  
22 Defendants, and each of them to unwind the conveyance to Jalee Arnone, and re-Deed the  
23 property to the Plaintiff Thomas Walker;
- 24 4. For an Order of Declaratory Relief quieting title in and to the property in  
25 the name of the Plaintiff Thomas Walker;

1                   5.     For a declaration the Plaintiff's contract with the Defendant is a land sale  
2 installment contract;

3                   6.     For a declaration of rights, responsibilities, and obligations of Plaintiff and  
4 Defendants;

5                   7.     For a judgment for the Plaintiff for all statutory damages against all  
6 individual Defendants in an amount to be proven at trial; but in any event, in an amount in  
7 excess of \$15,000;

8                   8.     For a judgment for the Plaintiff for all direct and incidental damages  
9 against all individual defendants, in an amount to be proven at trial, but in any event, in an  
10 amount in excess of \$15,000;

11                  9.     For a judgment for the Plaintiff for all consequential damages against all  
12 individual Defendants in an amount to be proven at trial, but in any event, in an amount in excess  
13 \$15,000;

14                  10.    For a judgment for the Plaintiff for all compensatory damages against all  
15 individual Defendant's in an amount to be proven at trial, but in any event, in an amount in  
16 excess of \$15,000;

17                  11.    For judgment for the Plaintiff for punitive damages against all individual  
18 Defendants in an amount to be proven at trial, but in any event, in an amount in excess of  
19 \$15,000;

20                  12.    For reasonable costs of this suit;

21                  13.    Enter an Order permanently enjoining the Defendants for continuing the  
22 unlawful acts and practices alleged in this Verified Complaint or doing any acts in furtherance of  
23 such unlawful acts or practices;

24                  14.    Enter an Order directing the Defendants to disgorge all revenues, profits  
25

1 and gains achieved in whole or in part through the unfair and/or deceptive acts or practices  
2 complained herein;

3 15. That the Court award plaintiff the opportunity to amend or modify the  
4 provisions of this complaint as necessary or appropriate after additional or further discovery is  
5 completed in this matter, and after all appropriate parties have been served;

6 16. For prejudgment and post-judgment interest on all the foregoing sums at  
7 the highest rate permitted by law;

8 17. Treble damages pursuant to **NRS 41.580** on all the foregoing sums; and

9 18. For such further other relief as the Court may deem just, proper, and  
10 appropriate

11 DATED this 1<sup>st</sup> day of November, 2018.

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

14 

(signature)

15 Thomas Walker  
16 6253 Rocky Mountain Avenue  
17 Las Vegas, Nevada 89156  
18 (702) 619-1256  
19 twalkerb52@gmail.com  
20 Plaintiff, In Proper Person  
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Jan 15, 2005

Received from Mrs. Walter \$361  
(includes \$100 for repair of 5 windows) towards  
first monthly payment on 600 Harley Mountain  
loan, No. 8905

Balance of \$361 by 1/30/05, plus two months  
down payment. Notice in on 2/1/05. Contract  
will be signed at that time, and payment started  
in Feb. to come due on March 1, 2005.

Vicky Lane

Letter to Wayne (Phone 452 2425)  
cell 525 2335

Wally 287 9808

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UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D. C. 20535

MEMORANDUM FOR THE DIRECTOR  
SUBJECT: [REDACTED]  
DATE: [REDACTED]

TO: [REDACTED]  
FROM: [REDACTED]  
THREAT: [REDACTED]  
ACTION: [REDACTED]

1. [REDACTED]

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UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D. C. 20535

MEMORANDUM FOR THE DIRECTOR  
SUBJECT: [REDACTED]  
DATE: [REDACTED]

TO: [REDACTED]  
FROM: [REDACTED]  
THREAT: [REDACTED]  
ACTION: [REDACTED]

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25. [REDACTED]

Electronically Filed  
12/04/2018

*Thomas S. Hemin*  
CLERK OF THE COURT

**OFFICE OF THE SHERIFF  
CLARK COUNTY DETENTION  
CIVIL PROCESS SECTION**

THOMAS WALKER	)	
	)	
PLAINTIFF	)	CASE No. A-18-783375-C
	)	SHERIFF CIVIL NO.: 18008278
Vs	)	
FLOYD GRIMES ET AL	)	
	)	
DEFENDANT	)	<u>AFFIDAVIT OF SERVICE</u>

STATE OF NEVADA     )  
                              ) ss:  
COUNTY OF CLARK    )

KENNETH ROSS, being first duly sworn, deposes and says: That he is, and was at all times hereinafter mentioned, a duly appointed, qualified and acting Deputy Sheriff in and for the County of Clark, State of Nevada, a citizen of the United States, over the age of twenty-one years and not a party to, nor interested in, the above entitled action; that on 11/20/2018, at the hour of 6:40 AM. affiant as such Deputy Sheriff sub served a copy/copies of **SUMMONS AND FIRST AMENDED VERIFIED COMPLAINT, VERIFIED COMPLAINT** issued in the above entitled action upon the defendant **FLOYD GRIMES** named therein, by delivering to and leaving with **ELIZABETH GRIMES**, at 6832 SUNCREST AVENUE LAS VEGAS, NV 89156 within the County of Clark, State of Nevada, copy/copies of **SUMMONS AND FIRST AMENDED VERIFIED COMPLAINT, VERIFIED COMPLAINT**.

*I, DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF NEVADA THAT THE FOREGOING IS TRUE AND CORRECT.*

DATED: November 21, 2018.

Joseph M. Lombardo, Sheriff

By: *Joseph M. Lombardo*  
KENNETH ROSS  
Deputy Sheriff

RECEIVED

DEC 04 2018

CLERK OF THE COURT

301 E. Clark Ave. #100 Las Vegas, NV 89101 (702) 455-5400

*Thomas J. Lemin*  
CLERK OF THE COURT

**OFFICE OF THE SHERIFF  
CLARK COUNTY DETENTION  
CIVIL PROCESS SECTION**

THOMAS WALKER )

PLAINTIFF )

Vs )

VICTORIA HALSEY ET AL )

DEFENDANT )

CASE No. A-18783375-C

SHERIFF CIVIL NO.: 18008281

**AFFIDAVIT OF SERVICE**

STATE OF NEVADA }

COUNTY OF CLARK }

ss:

**JEFFREY BERGSTROM**, being first duly sworn, deposes and says: That he is, and was at all times hereinafter mentioned, a duly appointed, qualified and acting Deputy Sheriff in and for the County of Clark, State of Nevada, a citizen of the United States, over the age of twenty-one years and not a party to, nor interested in, the above entitled action; that on **11/20/2018**, at the hour of **8:10 AM**, affiant as such Deputy Sheriff served a copy/copies of **SUMMONS, VERIFIED FIRST AMENDED COMPLAINT, VERIFIED COMPLAINT** issued in the above entitled action upon the defendant **VICTORIA HALSEY** named therein, by delivering to and leaving with said defendant **VICTORIA HALSEY**, at **4135 HELEN LANE LAS VEGAS, NV 89130** within the County of Clark, State of Nevada, copy/copies of **SUMMONS, VERIFIED FIRST AMENDED COMPLAINT, VERIFIED COMPLAINT**.

*I, DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE ON NEVADA THAT THE FOREGOING IS TRUE AND CORRECT.*

**DATED: November 20, 2018.**

Joseph M. Lombardo, Sheriff

By: *Jeffrey Bergstrom* #9556  
JEFFREY BERGSTROM  
Deputy Sheriff

RECEIVED

DEC 04 2018

CLERK OF THE COURT

301 E. Clark Ave. #100 Las Vegas, NV 89101 (702) 455-5400



*Thomas B. Walker*  
CLERK OF THE COURT

**OFFICE OF THE SHERIFF  
CLARK COUNTY DETENTION  
CIVIL PROCESS SECTION**

THOMAS WALKER

PLAINTIFF

Vs

PETER ARNONE ET AL

DEFENDANT

CASE No. A-18-783375-C

SHERIFF CIVIL NO.: 18008283

**AFFIDAVIT OF SERVICE**

STATE OF NEVADA }

COUNTY OF CLARK }

ss:

JAMIE OSBURN, being first duly sworn, deposes and says: That he is, and was at all times hereinafter mentioned, a duly appointed, qualified and acting Deputy Sheriff in and for the County of Clark, State of Nevada, a citizen of the United States, over the age of twenty-one years and not a party to, nor interested in, the above entitled action; that on 11/20/2018, at the hour of 11:05 AM. affiant as such Deputy Sheriff sub served a copy/copies of **SUMMONS, AMENDED VERIFIED FIRST COMPLAINT, VERIFIED COMPLAINT** issued in the above entitled action upon the defendant **PETER ARNONE** named therein, by delivering to and leaving with said defendant's **SPOUSE**, at **4304 THICKET AVENUE NORTH LAS VEGAS, NV 89031** within the County of Clark, State of Nevada, copy/copies of **SUMMONS, AMENDED VERIFIED FIRST COMPLAINT, VERIFIED COMPLAINT**.

*I, DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE ON NEVADA THAT THE FOREGOING IS TRUE AND CORRECT.*

DATED: November 21, 2018.

Joseph M. Lombardo, Sheriff

By *Jamie Osburn*  
JAMIE OSBURN  
Deputy Sheriff

RECEIVED

DEC 04 2018

CLERK OF THE COURT

301 E. Clark Ave. #100 Las Vegas, NV 89101 (702) 455-5400

35  
Electronically Filed  
12/04/2018

*Thomas J. Shuman*  
CLERK OF THE COURT

**OFFICE OF THE SHERIFF  
CLARK COUNTY DETENTION  
CIVIL PROCESS SECTION**

THOMAS WALKER	)	
	)	
PLAINTIFF	)	CASE No. A-18-783375-C
	)	SHERIFF CIVIL NO.: 18008280
Vs	)	
WGB TRUST ET AL	)	
	)	
DEFENDANT	)	<u>AFFIDAVIT OF SERVICE</u>

STATE OF NEVADA }  
                              } ss:  
COUNTY OF CLARK }

-KENNETH ROSS, being first duly sworn, deposes and says: That he is, and was at all times hereinafter mentioned, a duly appointed, qualified and acting Deputy Sheriff in and for the County of Clark, State of Nevada, a citizen of the United States, over the age of twenty-one years and not a party to, nor interested in, the above entitled action; that on 11/20/2018, at the hour of 6:40 AM. affiant as such Deputy Sheriff sub served a copy/copies of SUMMONS, AMENDED FIRST VERIFIED COMPLAINT, VERIFIED COMPLAINT issued in the above entitled action upon the defendant WGB TRUST named therein, by delivering to and leaving with ELIZABETH GRIMES at WGB TRUST, at 6832 SUNCREST AVENUE LAS VEGAS, NV 89156 within the County of Clark, State of Nevada, copy/copies of SUMMONS, AMENDED FIRST VERIFIED COMPLAINT, VERIFIED COMPLAINT.

I, DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE ON NEVADA THAT THE FOREGOING IS TRUE AND CORRECT.

DATED: November 21, 2018.

Joseph M. Lombardo, Sheriff

By: *Kenneth Ross*  
KENNETH ROSS  
Deputy Sheriff

RECEIVED

DEC 04 2018

CLERK OF THE COURT

301 E. Clark Ave. #100 Las Vegas, NV 89101 (702) 455-5400

*Thomas M. Lombardo*  
CLERK OF THE COURT

**OFFICE OF THE SHERIFF  
CLARK COUNTY DETENTION  
CIVIL PROCESS SECTION**

THOMAS WALKER	)	
	)	
PLAINTIFF	)	CASE No. A-18-783375-C
	)	SHERIFF CIVIL NO.: 18008285
Vs	)	
JALEE ARNONE ET AL	)	
	)	
DEFENDANT	)	<u>AFFIDAVIT OF SERVICE</u>

STATE OF NEVADA }  
                                  } ss:  
COUNTY OF CLARK }

JAMIE OSBURN, being first duly sworn, deposes and says: That he is, and was at all times hereinafter mentioned, a duly appointed, qualified and acting Deputy Sheriff in and for the County of Clark, State of Nevada, a citizen of the United States, over the age of twenty-one years and not a party to, nor interested in, the above entitled action; that on 11/20/2018, at the hour of 11:05 AM. affiant as such Deputy Sheriff served a copy/copies of SUMMONS, AMENDED VERIFIED FIRST COMPLAINT, VERIFIED COMPLAINT issued in the above entitled action upon the defendant JALEE ARNONE named therein, by delivering to and leaving with said defendant JALEE ARNONE, personally, at 4304 THICKET AVENUE NORTH LAS VEGAS, NV 89031 within the County of Clark, State of Nevada, copy/copies of SUMMONS, AMENDED VERIFIED FIRST COMPLAINT, VERIFIED COMPLAINT.

I, DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE ON NEVADA THAT THE FOREGOING IS TRUE AND CORRECT.

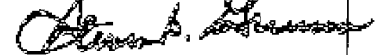
DATED: November 21, 2018.

Joseph M. Lombardo, Sheriff

By *Jamie Osburn*  
JAMIE OSBURN  
Deputy Sheriff

RECEIVED  
DEC 04 2018  
CLERK OF THE COURT

301 E. Clark Ave. #100 Las Vegas, NV 89101 (702) 455-5400



**SUMM**

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

**EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY**

THOMAS WALKER

Plaintiff,

vs.

FLOYD WAYNE GRIMES, an individual, WBG  
TRUST, Floyd Wayne Grimes, as Trustee,  
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

Defendant.

CASE NO.: **A 18-783375-C**  
DEPT. NO.: **KXKI**

**AMENDED SUMMONS**

**AMENDED SUMMONS**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST  
YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20  
DAYS. READ THE INFORMATION BELOW.**

**TO THE DEFENDANT(S):** A civil Complaint has been filed by the Plaintiff against  
you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is  
served on you, exclusive of the day of service, you must do the following:

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- a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.
  - b. Serve a copy of your response upon the attorney whose name is shown below.
- 2. Unless you respond, your default will be entered upon application of the Plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
  - 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
  - 4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this Summons within which to file an answer or other responsive pleading to the Complaint.

Issued at the direction of:

**STEVEN GRIERSON  
CLERK OF COURT**

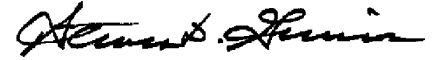


Thomas Walker  
6253 Rocky Mountain Avenue  
Las Vegas, Nevada 89156  
(702) 619-1256  
twalkercivil3@gmail.com  
Plaintiff  
*In Proper Person*

By:  12/4/2018

Deputy Clerk	Date
Regional Justice Center	Shimaya Ladson
200 Lewis Avenue	
Las Vegas, Nevada 89155	

Electronically Filed  
12/10/2018

  
CLERK OF THE COURT

**OFFICE OF THE SHERIFF  
CLARK COUNTY DETENTION  
CIVIL PROCESS SECTION**

THOMAS WALKER	)	
	)	
<b>PLAINTIFF</b>	)	CASE No. A-18-783375-C
	)	SHERIFF CIVIL NO.: 18008279
<b>Vs</b>	)	
ELIZABETH GRIMES ET AL	)	
	)	
<b>DEFENDANT</b>	)	<b><u>AFFIDAVIT OF SERVICE</u></b>

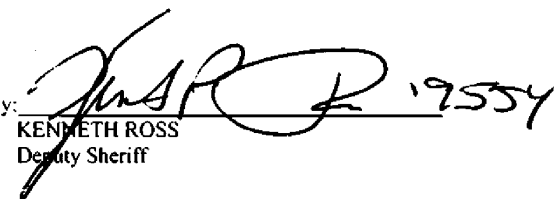
STATE OF NEVADA        }  
                                  } ss:  
COUNTY OF CLARK        }

KENNETH ROSS, being first duly sworn, deposes and says: That he/she is, and was at all times hereinafter mentioned, a duly appointed, qualified and acting Deputy Sheriff in and for the County of Clark, State of Nevada, a citizen of the United States, over the age of twenty-one years and not a party to, nor interested in, the above entitled action; that on **11/20/2018**, at the hour of **6:40 AM**, affiant as such Deputy Sheriff sub served a copy/copies of **SUMMONS, AMENDED FIRST VERIFIED COMPLAINT, VERIFIED COMPLAINT** issued in the above entitled action upon the defendant **ELIZABETH GRIMES** named therein, by delivering to and leaving with **ELIZABETH GRIMES**, at **6832 SUNCREST AVENUE LAS VEGAS, NV 89156** within the County of Clark, State of Nevada, copy/copies of **SUMMONS, AMENDED FIRST VERIFIED COMPLAINT, VERIFIED COMPLAINT**.

*I, DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF NEVADA THAT THE FOREGOING IS TRUE AND CORRECT.*

**DATED: November 21, 2018.**

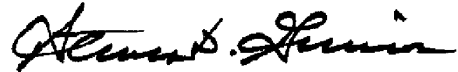
Joseph M. Lombardo, Sheriff

By:   
KENNETH ROSS  
Deputy Sheriff

RECEIVED  
DEC 10 2018  
CLERK OF THE COURT

**301 E. Clark Ave. #100 Las Vegas, NV 89101 (702) 455-5400**

Electronically Filed  
12/10/2018



CLERK OF THE COURT

RECORDING REQUESTED  
AND WHEN RECORDED  
MAIL TO:

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

EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, STATE OF NEVADA

THOMAS WALKER

Plaintiff,

vs.

FLOYD WAYNE GRIMES, an individual,  
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

Defendant.

CASE NO. : A-18-783375-C  
DEPT. NO. : XXXI

**NOTICE OF PENDENCY OF  
ACTION**

APN 140-15—414-070

**NOTICE OF PENDENCE OF ACTION**

Notice is given that the Verified Complaint was filed in the Eighth Judicial District Court on October 24, 2018 by Plaintiff Thomas Walker, against Defendants Floyd Grimes, Elizabeth Grimes, WBG Trust, Victoria Halsey, Jalee Arnone, Peter Arnone; All Persons unknown claiming any legal or equitable right, title, estate, lien, or interest in the property described in the Verified Complaint adverse to Plaintiff's title, or any cloud on Plaintiffs' title thereto; and Does

RECEIVED  
DEC 10 2018  
CLERK OF THE COURT

1 through 20, and Roe Business Entities 20 through 50. This action alleges a real property claim  
affecting certain real property that is situated in Clark County, Nevada which is commonly  
known as 6253 Rock Mountain Avenue, Las Vegas Nevada 89156, and legally described as as  
SUNRISE TRLR EST UNIT #5B PLAT BOOK 11 PAGE 83 LOT 27 BLOCK. APN 140-15-  
414-070.

Dated October 24, 2018



(signature)

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





1 ANS  
2 KENNETH M. ROBERTS, ESQ.  
3 Nevada Bar # 4729  
4 DAVID E. KRAWCZYK, ESQ.  
5 Nevada Bar # 12423  
6 DEMPSEY, ROBERTS & SMITH, LTD.  
7 1130 Wigwam Parkway  
8 Henderson, Nevada 89074  
9 (702) 388-1216 (Telephone)  
10 (702) 388-2514 (Facsimile)  
11 KenRoberts@drsLtd.com (Email)  
12 DavidK@drsLtd.com (Email)  
13 Attorneys for Defendants

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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,

Defendant.

FLOYD WAYNE GRIMES, an individual, JAYLEE  
ARNONE, an individual,

Counterclaimants,

vs.

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

Counterdefendants.

CASE NO. A-18-783375-C

Dept. No.: XXXI

**DEFENDANTS' ANSWER TO PLAINTIFFS' COMPLAINT**

**AND**

**DEFENDANTS' COUNTERCLAIM**

COME NOW Defendants, FLOYD GRIMES, individually and as Trustee of WBG Trust; ELIZABETH GRIMES, individually and as Trustee of WBG Trust; VICTORIA JEAN GRIMES (incorrectly named as VICTORIA JEAN HALSEY); JALEE ARNONE AND PETER ARNONE, by and through their attorneys, KENNETH M. ROBERTS, ESQ. and DAVID KRAWCZYK ESQ., of the law firm of DEMPSEY, ROBERTS & SMITH, LTD., and answering the Complaint on file herein, admits, denies and alleges as follows:

1. Admits each and every allegation set forth in Paragraphs 1, 5, 7, 8, 10, 11, 20, 51, 57, 65, 69, 73, 75, 76, 77, 81, 84, 88, 94, 97, 98, 110, 173, 204, 210, and 218 of Plaintiff's Complaint on file herein.

2. Denies each and every allegation set forth in Paragraphs 12, 17, 22, 23, 24, 25, 26, 27, 28, 30, 42, 48, 49, 50, 63, 70, 71, 74, 80, 99, 100, 106, 107, 111, 112, 113, 114, 115, 116, 117, 119, 121, 122, 123, 129, 131-133, 136, 138, 140, 141, 145, 147-149, 153, 154, 156, 157, 158, 162, 163, 164, 166, 169-171, 174, 175, 177, 178, 180, 182, 183, 184, 185, 186, 187, 189, 194, 195, 197, 198, 199, 201, 202, 205, 206, 207, 208, 211, 212, 213, 215, 216, 219, 221, 222, 224, 226, 227, 228, 231, 233, 234, 236, 237, 238, 239, 240, 241, 244, 245, 247, 248, 249, 250, 251, 253, 254, 255, 257, 258, 259, 260, 261, 265, 267, 268, 269, 270, 271, 273, 274, 275, 276, 277, 279, 291, and 282 of Plaintiff's Complaint on file herein.

3. That as to paragraphs 9, 29, 43, 44, 45, 46, 47, 52, 53, 54, 58, 61, 62, 66, 67, 68, 72, 79, 82, 83, 85, 86, 87, 89, 90, 91, 92, 93, 95, 101, 102, 103, 104, 105, 125, 127, 128, 130, 135, 150, 151, 152, 159, 160, 161, 167, 168, 176, 190, 191, 192, 200, 242, 256, 263, 264, and 266 of Plaintiff's Complaint, Defendants are at the time of this answer without knowledge or information sufficient to form a belief as to the truth of the averment, and therefore deny the same.

1 4. As to paragraphs 109, 118, 124, 234, 139, 146, 155, 165, 172, 179, 188, 196, 203, 209,  
2 217, 223, 229, 235, 246, 252, 262, 272 and 278 of Plaintiff's Complaint, Defendants, admit,  
3 deny and are without information as previously stated in prior paragraphs.

4 5. As to paragraph 2 of plaintiff's complaint, defendants admit that Thomas Walker is a  
5 man working in construction. Defendants further admit that he has maintained the subject  
6 property as his primary residence for approximately 13 years. As to the remainder of said  
7 paragraph, Defendants deny said remainder or are at the time of this Answer without sufficient  
8 information to form a belief as to the truth of the averment, and therefore deny the same.

9 6. As to paragraph 3 of plaintiff's complaint, defendants admit that defendant FLOYD  
10 GRIMES is and was at all times relevant to this action a resident of the State of Nevada County  
11 of Clark. Defendants further admit that Mr. Grimes is a private investor and is the owner of  
12 certain properties in the City of Las Vegas and the City of North Las Vegas. As to the  
13 remainder of said paragraph, Defendants deny said remainder or are at the time of this Answer  
14 without sufficient information to form a belief as to the truth of the averment, and therefore deny  
15 the same.

16 7. As to paragraph 4 of plaintiff's complaint, defendants admit that WBG trust is formally  
17 known as Wayne and Betty Grimes Trust and is administered by trustees FLOYD GRIMES and  
18 Elizabeth Grimes. Defendants further admit that WBG trust was created in the State of Nevada,  
19 County of Clark. As to the remainder of said paragraph, Defendants deny said remainder or  
20 are at the time of this Answer without sufficient information to form a belief as to the truth of the  
21 averment, and therefore deny the same.

22 8. As to paragraph 6 of plaintiff's complaint defendants admit that Victoria Grimes  
23 (incorrectly named Halsey) is and was at all times relevant to this action a resident of the state  
24 of Nevada, County of Clark. Defendants further admit that Ms. Grimes is the biological child of  
25 FLOYD GRIMES. As to the remainder of said paragraph, Defendants deny said remainder or  
26 are at the time of this Answer without sufficient information to form a belief as to the truth of the  
27 averment, and therefore deny the same.  
28

1 9. As to paragraph 13 of plaintiff's complaint, defendants admit that the mobile home is  
2 properly described in said paragraph. Defendants further admit that plaintiff offered to  
3 purchase from defendant Grimes the subject property. As to the remainder of said paragraph,  
4 Defendants deny said remainder or are at the time of this Answer without sufficient information  
5 to form a belief as to the truth of the averment, and therefore deny the same.

6 10. As to paragraph 14 of plaintiff's complaint defendants admit that the price for the subject  
7 property that was discussed between the parties was \$69,000. As to the remainder of said  
8 paragraph, Defendants deny said remainder or are at the time of this Answer without sufficient  
9 information to form a belief as to the truth of the averment, and therefore deny the same.

10 11. As to paragraph 15 of plaintiff's complaint, defendant Grimes admits that he and plaintiff  
11 discussed the potential sale of said property including the potential for down payment to be  
12 made over a period of months. As to the remainder of said paragraph, Defendants deny said  
13 remainder or are at the time of this Answer without sufficient information to form a belief as to  
14 the truth of the averment, and therefore deny the same.

15 12. As to paragraph 16 of plaintiff's complaint, defendants admit that Mr. Grimes and plaintiff  
16 discussed the possibility that upon receipt of the last payment of a possible purchase price  
17 should a purchase and sale be entered into, defendant Grimes would convey title to the  
18 property to plaintiff. As to the remainder of said paragraph, Defendants deny said remainder  
19 or are at the time of this Answer without sufficient information to form a belief as to the truth  
20 of the averment, and therefore deny the same.

21 13. As to paragraph 18 of plaintiff's complaint, defendants admit that on or about February  
22 1, 2005 the plaintiff took possession of the residence from the defendants. As to the remainder  
23 of said paragraph, Defendants deny said remainder or are at the time of this Answer without  
24 sufficient information to form a belief as to the truth of the averment, and therefore deny the  
25 same.

26 14. As to paragraph 19 of plaintiff's complaint, defendants admit that plaintiff paid an extra  
27 \$100 in addition to the regular monthly rent payment for a period of proximally two years. As  
28 to the remainder of said paragraph, Defendants deny said remainder or are at the time of this

1 Answer without sufficient information to form a belief as to the truth of the averment, and  
2 therefore deny the same.

3 15. As to paragraph 21 of plaintiff's complaint, defendants admit that on or about November  
4 2012, the plaintiffs contacted the defendants and requested an account statement.

5 16 As to paragraph 55 of plaintiff's complaint, defendants admit that on or about December  
6 14, 2015, the plaintiff appeared in court for a summary eviction hearing as the tenant and  
7 defendant Victoria Halsey appeared. As to the remainder of said paragraph, Defendants deny  
8 said remainder or are at the time of this Answer without sufficient information to form a belief  
9 as to the truth of the averment, and therefore deny the same.

10 17. As to paragraph 59 of plaintiff's complaint, defendants admit that defendant Victoria  
11 Grimes testified that defendants at one time offered a formal typed contract to the plaintiff and  
12 the plaintiff refused to sign the contract. As to the remainder of said paragraph, Defendants  
13 deny said remainder or are at the time of this Answer without sufficient information to form a  
14 belief as to the truth of the averment, and therefore deny the same.

15 18. As to paragraph 60 of plaintiff's complaint, defendants admit that the court found that  
16 the issues were not appropriate to be adjudicated in a hearing for summary eviction.  
17 Defendants further admit that the court denied the summary eviction. As to the remainder of  
18 said paragraph, Defendants deny said remainder or are at the time of this Answer without  
19 sufficient information to form a belief as to the truth of the averment, and therefore deny the  
20 same.

21 19. As to paragraph 64 of plaintiff's complaint, defendants admit that on or about February  
22 11, 2016 defendant FLOYD GRIMES conveyed the property to note WBG trust. As to the  
23 remainder of said paragraph, Defendants deny said remainder or are at the time of this Answer  
24 without sufficient information to form a belief as to the truth of the averment, and therefore deny  
25 the same.

26 20. As to paragraph 78 of plaintiff's complaint, defendants admit that after being sworn in  
27 and under oath one of the defendants testified the plaintiff stopped making payments. As to  
28 the remainder of said paragraph, Defendants deny said remainder or are at the time of this

1 Answer without sufficient information to form a belief as to the truth of the averment, and  
2 therefore deny the same.

3 21. As to paragraph 96 of plaintiff's complaint, defendants admit that on or about January,  
4 2018 the plaintiff appeared as a tenant and defendant FLOYD GRIMES appeared in court as  
5 the landlord and Victoria Grimes also appeared in court in a case for summary eviction. As to  
6 the remainder of said paragraph, Defendants deny said remainder or are at the time of this  
7 Answer without sufficient information to form a belief as to the truth of the averment, and  
8 therefore deny the same.

9 22. As to paragraph 120 of plaintiff's complaint defendants admit that defendants FLOYD  
10 GRIMES and the Victoria Grimes contend that defendants payments were rent payments and  
11 plaintiff stopped making payments in November 2015. As to the remainder of said paragraph,  
12 Defendants deny said remainder or are at the time of this Answer without sufficient information  
13 to form a belief as to the truth of the averment, and therefore deny the same.

14 23. As to paragraph 126 of plaintiff's complaint, defendants admit that FLOYD GRIMES and  
15 defendant Victoria Grimes refused to convey the title of the property to the plaintiff and then  
16 attempted to evict the plaintiff from the property. Defendants further admit that FLOYD  
17 GRIMES conveyed the property to Jalee Arnone. As to the remainder of said paragraph,  
18 Defendants deny said remainder or are at the time of this Answer without sufficient information  
19 to form a belief as to the truth of the averment, and therefore deny the same.

20 24. As to paragraph 181 of plaintiff's complaint defendants admit that on or about June 8,  
21 2016 defendant FLOYD GRIMES contacted the North Las Vegas water utility and caused the  
22 water service to be disconnected. As to the remainder of said paragraph, Defendants deny said  
23 remainder or are at the time of this Answer without sufficient information to form a belief as to  
24 the truth of the averment, and therefore deny the same.

25 25. As to paragraph 193 of plaintiff's complaint, defendants admit that defendants owed a  
26 duty to the plaintiff to use the judicial process to resolve the issues. As to the remainder of said  
27 paragraph, Defendants deny said remainder or are at the time of this Answer without sufficient  
28 information to form a belief as to the truth of the averment, and therefore deny the same.

1 26. As to paragraph 214 of plaintiff's complaint, defendants admit that defendants owed a  
2 duty to the plaintiff to obey the laws of the state of Nevada and the County of Clark. As to the  
3 remainder of said paragraph, Defendants deny said remainder or are at the time of this Answer  
4 without sufficient information to form a belief as to the truth of the averment, and therefore deny  
5 the same.

6 27. As to paragraph 220 of plaintiff's complaint, defendants admit that defendants owed a  
7 duty to the plaintiff to obey the laws of the state of Nevada and the County of Clark. As to the  
8 remainder of said paragraph, Defendants deny said remainder or are at the time of this Answer  
9 without sufficient information to form a belief as to the truth of the averment, and therefore deny  
10 the same.

11 28. As to paragraph 230 of plaintiff's complaint, defendants admit that on or about August  
12 13, 2018 defendant FLOYD GRIMES by the use of a quitclaim deed conveyed the property to  
13 defendant Jalee Arnone. As to the remainder of said paragraph, Defendants deny said  
14 remainder or are at the time of this Answer without sufficient information to form a belief as to  
15 the truth of the averment, and therefore deny the same.

16 29. As to paragraph 232 of plaintiff's complaint, defendants admit that defendants owed a  
17 duty to the plaintiff to obey the laws of the state of Nevada and the County of Clark. As to the  
18 remainder of said paragraph, Defendants deny said remainder or are at the time of this Answer  
19 without sufficient information to form a belief as to the truth of the averment, and therefore deny  
20 the same.

21 30. As to paragraph 243 of plaintiff's complaint defendants admit that defendants owed a  
22 duty to obey the laws of the state of Nevada. As to the remainder of said paragraph,  
23 Defendants deny said remainder or are at the time of this Answer without sufficient information  
24 to form a belief as to the truth of the averment, and therefore deny the same.

25 31. As to paragraph 280 of plaintiff's complaint, defendants admit that defendants had a  
26 duty to obey the laws in the state of Nevada and the County of Clark. As to the remainder of  
27 said paragraph, Defendants deny said remainder or are at the time of this Answer without  
28

1 sufficient information to form a belief as to the truth of the averment, and therefore deny the  
2 same.

3  
4 **AFFIRMATIVE DEFENSES**

5 32. Plaintiffs' Complaint on file herein fails to state a claim against this answering Defendant  
6 upon which relief can be granted.

7 33. Defendants allege that Plaintiff is estopped from pursuing any claim against Defendant.

8 34. Plaintiff failed to commence an action in this matter within the periods of limitation as  
9 prescribed by N.R.S. 11.190 et seq., and this action is barred by the statute of limitations and  
10 no recovery may be made.

11 35. Any claim of Plaintiff is barred by the laches of Plaintiff in pursuing such claim.

12 36. Defendants allege that this Court lacks jurisdiction to consider the claim of the Plaintiffs  
13 and further allege that this Court lacks jurisdiction to consider this action.

14 37. Plaintiff, with full knowledge of all the facts connected with, or relating to, the transaction  
15 alleged in the Complaint, ratified and confirmed in all respects the acts of the Defendants by  
16 accepting the benefits to Plaintiff's accruing from such acts.

17 38. There existed no privity of contract between Plaintiff and certain Defendants, and the  
18 allegation in the Plaintiff's Complaint which are based on an expressed or implied contract are,  
19 therefore, barred as to certain Defendants because of said lack of privity of contract.

20 39. Defendants allege that at all times relevant hereto the alleged agreement entered into  
21 between the Plaintiff and Defendants would be unenforceable and in violation of the statute of  
22 frauds and therefore void.

23 40. Defendants allege that at the time and place alleged in the Complaint, there was no  
24 consideration for the contract Plaintiff now claims is breached.

25 41. Defendants allege that Plaintiffs has waived any right-of recovery from Defendants.

26 42. Defendants intend to rely upon the defense of Plaintiff's failure to mitigate damages.

27 43. Defendants intend to rely upon the defense of unclean hands.  
28



1 44. Defendants intend to rely upon the defense of Plaintiff's bad faith and/or Plaintiff's  
2 breach of the covenant of good faith and fair dealing.

3 45. Defendants intend to assert his own good faith as a defense.

4 46. Defendants intend to rely upon the defense of knowledge and acquiescence.

5 47. Defendants intend to rely upon the defense of Plaintiff's consent.

6  
7 **WHEREFORE**, having answered Plaintiff's Complaint, Defendants pray that Plaintiff take  
8 nothing by reason thereof.

9  
10 **COUNTERCLAIM**

11 48. Come now Counterclaimants, FLOYD GRIMES and JALEE ARNONE, by and through  
12 their attorneys, KENNETH M. ROBERTS, ESQ. and DAVID KRAWCZYK, ESQ. of the law firm  
13 DEMPSEY, ROBERTS & SMITH, LTD., and hereby complain against the Counterdefendant  
14 as follows:

15  
16 **PARTIES, JURISDICTION AND VENUE**

17 49. Counterclaimant, FLOYD WAYNE GRIMES, at all times relevant to these allegations  
18 of this counterclaim, was an individual residing in the County of Clark, State of Nevada.

19 50. Counterclaimant, JALEE ARNONE, at all times relevant to these allegations of this  
20 counterclaim, was an individual residing in the County of Clark, State of Nevada.

21 51. Counterdefendant THOMAS WALKER, at all times relevant to the allegations of this  
22 complaint, was an individual residing in the State of Nevada, County of Clark.

23 52. Counterclaimants are unaware of the true names and capacities whether individual,  
24 corporation, associate, or otherwise of Counterdefendant DOE individuals 1 through 10 and  
25 ROE ENTITIES 11 through 20, inclusive, and therefore, sues these Counterdefendant's by  
26 such the fictitious names. Counterclaimant informed and believes and thereupon alleges that  
27 the DOE individuals ROE ENTITY Counterdefendant's, and each of them, are in some manner  
28 responsible and liable for the acts and damages alleged in this counterclaim. Counterclaimant

1 will seek leave of this court to amend this counterclaim to allege the true names and capacities  
2 of the DOE individuals and ROE ENTITIES when they are true names are ascertained.

3 53. All acts complained of by Counterdefendant herein occurred in the County of Clark,  
4 State of Nevada.

5  
6 **CAUSES OF ACTION**

7 **FACTS COMMON TO ALL CAUSES OF ACTION**

8 54. Counterclaimants repeat and re-alleges each and every allegation in the paragraphs  
9 above as fully set forth herein.

10 55. In early 2005, counterdefendant THOMAS WALKER approached counterclaimant,  
11 FLOYD GRIMES, regarding the possibility of WALKER purchasing from FLOYD GRIMES a  
12 certain mobile home, and the mobile home property herein described, said property titled in the  
13 name of FLOYD WAYNE GRIMES at the time of the discussions.

14 56. Counterclaimant FLOYD GRIMES discussed with counterdefendant the basic concept  
15 of counterclaimant FLOYD GRIMES selling and counterdefendant purchasing the subject  
16 property, legally described as a 1969 Newport single wide home, serial number S1888 and the  
17 mobile home lot located at 6253 Rocky Mountain Avenue, Las Vegas, NV 89156.

18 57. The purchase price discussed was \$69,000 with said purchase price to be paid in a yet  
19 to be described series of payments over approximately 30 years.

20 58. By oral agreement between counterdefendant and counterclaimant FLOYD GRIMES,  
21 and in anticipation of the potential sale, to be documented by a real estate sales contract,  
22 counterclaimant FLOYD GRIMES allowed counterdefendant to begin residing in the subject  
23 property as a tenant and that counterdefendant would pay monthly rent.

24 59. In approximately early February 2005, in order to conclude the purchase and sale of said  
25 property, counterclaimant FLOYD GRIMES provided to counterdefendant a draft document  
26 entitled "CONTRACT OF SALE."

27 60. Upon receiving the draft CONTRACT OF SALE, counterdefendant commented that he  
28 would like time to have his mother and her attorney review said document.

1 61. Without signing the CONTRACT OF SALE, counterdefendant continued to reside in the  
2 subject mobile home as a tenant, and he continues to this date to occupy said residence.

3 62. During counterdefendant's tendency of said residence, for the periods 2005 through  
4 October, 2015, at various times counterdefendant failed to pay the monthly rent.

5 63. By approximately October 2015, counterdefendant had completely ceased paying any  
6 monthly rent.

7 64. On or about November 1, 2015 when counterdefendant again failed to pay the monthly  
8 rent, counterclaimant FLOYD GRIMES filed for summary eviction in Las Vegas Justice Court.

9 65. At the hearing regarding said summary eviction, the Justice of Peace denied the  
10 summary eviction apparently based on counterdefendant's assertion that he had an ownership  
11 interest in the subject property.

12 66. On or about February 11, 2016 counterclaimant FLOYD GRIMES transferred ownership  
13 of said property to the WBG Trust.

14 67. On or about August 2018, trustees FLOYD GRIMES and ELIZABETH GRIMES  
15 transferred ownership of said property to JALEE ARNONE.

16 68. On three additional occasions during the years 2016, 2017 and 2018, counterclaimants  
17 again attempted summary eviction of counterdefendant from said premises. At each hearing  
18 regarding said summary eviction, the Justice of Peace denied the summary eviction apparently  
19 based on counterdefendant's assertion that he had an ownership interest in said property.  
20

21 **FIRST CAUSE OF ACTION**

22 Breach of Contract

23 69. Counterclaimants repeat and re-allege each and every allegation in the paragraphs  
24 above as a fully set forth herein.

25 70. As a direct and proximate result of the Counterdefendant's breach of the oral rental  
26 agreement, Counterclaimants have been damaged in an amount to be proven at trial, in an  
27 amount in excess of \$15,000.  
28

1 71. As a direct and proximate result of the Counterdefendant's breach of the agreements,  
2 Counterclaimants have been forced to retain the services of an attorney, and is entitled to an  
3 award of its costs and attorney's fees in defending and prosecuting this action.  
4

## 5 **SECOND CAUSE OF ACTION**

### 6 Breach of Covenant of Good Faith and Fair Dealing

7 72. Counterclaimants repeat and re-allege each and every allegation in the paragraphs  
8 above as a fully set forth herein.

9 73. Counterdefendant had an obligation under the oral rental agreement to deal with  
10 Counterclaimants in accordance with the common-law contract principle of good faith and fair  
11 dealing.

12 74. By their actions in dealing with the Counterclaimants, Counterdefendant breached his  
13 obligation to deal with the Counterclaimants in a manner of good faith and fair dealing as was  
14 their obligation.

15 75. As a direct and proximate result of the Counterdefendant's breach of the principle of  
16 good faith and fair dealing, Counterclaimants have been damaged in an amount to be proven  
17 at trial, in an amount in excess of \$15,000.

18 76. As a direct and proximate result of the Counterdefendant's breach of the principle of  
19 good faith and fair dealing, Counterclaimants have been forced to retain the services of an  
20 attorney, and is entitled to an award of their costs and attorney's fees in defending and  
21 prosecuting this action.  
22

## 23 **THIRD CAUSE OF ACTION**

### 24 UNJUST ENRICHMENT

25 77. Counterclaimants repeat and re-allege each and every allegation in the paragraphs  
26 above as a fully set forth herein.  
27  
28

1 78. As a direct and proximate result of the Counterdefendant's breach of the oral rental  
2 agreement, Counterclaimants have been damaged in an amount to be proven at trial, in an  
3 amount in excess of \$15,000.

4 79. As a direct and proximate result of the Counterdefendant's breach of the agreements,  
5 Counterclaimants have been forced to retain the services of an attorney, and is entitled to an  
6 award of its costs and attorney's fees in defending and prosecuting this action.

7  
8 **FOURTH CAUSE OF ACTION**

9 **SLANDER OF TITLE**

10 80. Counterclaimants repeat and re-allege each and every allegation in the paragraphs  
11 above as a fully set forth herein.

12 81. Counterdefendant WALKER slandered the title to counter claimant's property on four  
13 different occasions by intentionally and without justification claiming that counterdefendant  
14 owned said property.

15 82. As a direct and proximate result of counterdefendant's actions in slandering the title to  
16 said property, counterclaimants have suffered a diminution to the value of said property and  
17 further prevented counterclaimants from selling said property at market value.

18 83. As a consequence of counterdefendant's slander of title, counterclaimants have been  
19 damaged in an amount to be proven at trial but in any event in excess of \$15,000.

20 84. As a direct and proximate result of the Counterdefendants' slander of title,  
21 Counterclaimants have been forced to retain the services of an attorney, and is entitled to an  
22 award of her costs and attorney's fees in defending and prosecuting this action.

23  
24 **FIFTH CAUSE OF ACTION**

25 **INJUNCTIVE RELIEF**

26 85. Counterclaimants repeat and re-allege each and every allegation in the paragraphs  
27 above as a fully set forth herein.  
28

1 86. Counterdefendant WALKER has resided in the subject residence since the year 2015  
2 without paying monthly rent, and continues to reside in the subject residence without paying  
3 monthly rent.

4 87. Counterdefendant JAYLEE ARNONE is the true and rightful owner of title to the subject  
5 residence.

6 88. Counterclaimant JAYLEE ARNONE, seeks the assistance of this Honorable Court in  
7 removing counterdefendant from the subject property during the pendency of this action.  
8

9 **SIXTH CAUSE OF ACTION**

10 **UNLAWFUL DETAINER**

11 89. Counterclaimants repeat and re-alleges each and every allegation in the paragraphs  
12 above as a fully set forth herein.

13 90. Counterclaimant JALEE ARNONE is a resident of Las Vegas, Nevada.

14 91. Counterclaimant JALEE ARNONE became the owner of record of the subject property  
15 on or about August 10, 2018.

16 92. Counterdefendant has breached the oral rental agreement regarding said property and  
17 has not made a rental payment since approximately October 2015.

18 93. On several prior occasions, counterdefendant has been served with 5 day notices to pay  
19 rent or quit. Counterdefendant has ignored each of said notices.

20 94. On one or more occasions, counterdefendant has been served with a Thirty-Day Notice  
21 to Quit. Counterdefendant has ignored said notice(s).

22 95. Counterdefendant continues in possession of the property after more than 30 days of  
23 service of the Thirty-day Notice to Quit.

24 96. Pursuant to Nevada Revised Statute 40.251, counterclaimant JALEE ARNONE, is  
25 entitled to pursue an unlawful detainer action after counterdefendant breached the oral rental  
26 agreement and continued in possession of the property after being served a Thirty-Day Notice  
27 to Quit.  
28

SEVENTH CAUSE OF ACTION

ATTORNEY'S FEES AS SPECIAL DAMAGES

97. Counterclaimants repeat and re-allege each and every allegation in the paragraphs above as a fully set forth herein.

98. Counterclaimants have incurred attorney fees which were foreseeable damages arising from the willful and intentional acts of the Counterdefendant in intentionally refusing to pay rent when due and claiming an ownership interest in said property.

99. Such attorney fees are the natural and proximate consequence of the intentional acts committed by the Counterdefendant as alleged herein, and are hereby pled as special damages pursuant to NRCP 9(g). See *Sandy Valley Assocs. v. Sky Ranch Estates Owners Ass'n.*, 117 Nev 948 , 35 P.3d 964 (2001).

WHEREFORE, Counterclaimant pleads for relief and for judgment in Counterclaimant's favor and against Counterdefendant as follows:

1. For an award of compensatory monetary damages in an amount to be proven at trial, in an amount in excess of \$15,000;
3. For costs incurred in the prosecution of this action, as allowed by the agreement and four all applicable statutes and rules;
4. For an award of attorney's fees incurred in the prosecution of this action, as allowed by the agreement and or applicable statutes and rules;
5. For prejudgment interest at a rate allowed by statutes and rules; and
6. For such other further relief as the court deems just and proper.
7. For an Order directing counterdefendant to vacate the subject premises.

Respectfully submitted by,

DEMPSEY, ROBERTS & SMITH, LTD.

By:

  
KENNETH M. ROBERTS, ESQ.  
Attorney for Counterclaimants

VERIFICATION

STATE OF NEVADA        )  
COUNTY OF CLARK        ) ss:

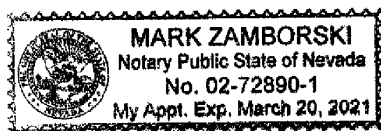
Floyd Wayne Grimes, being first duly sworn according to law, deposes and says:

That your affiant has read the foregoing DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT AND DEFENDANTS' COUNTERCLAIM and knows the contents thereof; that the same is true of his own knowledge, except for those matters therein stated upon information and belief, and as to those matters, he believes them to be true.

Floyd W. Grimes  
FLOYD W. GRIMES

SUBSCRIBED and SWORN to before me  
this 11<sup>th</sup> day of December, 2018

[Signature]  
NOTARY PUBLIC in and for said  
County and State.







1 KENNETH M. ROBERTS, ESQ.  
Nevada Bar # 4729  
2 DAVID E. KRAWCZYK, ESQ.  
Nevada Bar # 12423  
3 DEMPSEY, ROBERTS & SMITH, LTD.  
1130 Wigwam Parkway  
4 Henderson, Nevada 89074  
(702) 388-1216 (Telephone)  
5 (702) 388-2514 (Facsimile)  
KenRoberts@drsltd.com (Email)  
6 DavidK@drsltd.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 )  
Trustees, ELIZABETH GRIMES, an individual, )  
15 VICTORIA JEAN HALSEY, an individual and as )  
the Agent of Floyd Wayne Grimes, JALEE )  
16 ARNONE, an individual, and PETER ARNONE, an )  
individual, DOES 1 through 20, and ROE )  
BUSINESS ENTITIES 20 through 50, inclusive, )  
17 Defendants. )  
18 )

CASE NO. A-18-783375-C

Dept. No.: XXXI

19 FLOYD WAYNE GRIMES, an individual, JAYLEE )  
ARNONE, an individual, )  
20 )  
Counterclaimants, )  
21 )  
vs. )  
22 )  
THOMAS WALKER, an individual, DOES 1 through )  
23 10, ROE ENTITIES 11 through 20, inclusive, )  
24 )  
Counterdefendants. )  
25 )

**INITIAL FEE DISCLOSURE**

1 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are  
2 submitted for parties appearing in the above entitled action as indicated below:  
3

4 FLOYD WAYNE GRIMES	\$233.00
5 JALEE ARNONE	\$30.00
VICTORIA JEAN HALSEY	\$30.00
6 ELIZABETH GRIMES	\$30.00
7 WBG TRUST	\$30.00
8 TOTAL REMITTED: (Required)	\$353.00

9 DATED: This 12<sup>th</sup> day of December, 2018.

10 /s/ Kenneth M. Roberts  
11 KENNETH M. ROBERTS, ESQ.  
12  
13  
14  
15  
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24  
25



1 ANS  
2 KENNETH M. ROBERTS, ESQ.  
3 Nevada Bar # 4729  
4 DAVID E. KRAWCZYK, ESQ.  
5 Nevada Bar # 12423  
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10 (702) 388-2514 (Facsimile)  
11 KenRoberts@drsltd.com (Email)  
12 DavidK@drsltd.com (Email)  
13 Attorneys for Defendants

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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,

Defendant.

FLOYD WAYNE GRIMES, an individual, JALEE  
ARNONE, an individual,

Counterclaimants,

vs.

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

Counterdefendants.

CASE NO. A-18-783375-C

Dept. No.: XXXI

**DEFENDANTS' 1<sup>ST</sup> AMENDED ANSWER TO PLAINTIFFS' COMPLAINT**

**AND**

**DEFENDANTS' COUNTERCLAIM**

COME NOW Defendants, FLOYD GRIMES, individually and as Trustee of WBG Trust; ELIZABETH GRIMES, individually and as Trustee of WBG Trust; VICTORIA JEAN GRIMES (incorrectly named as VICTORIA JEAN HALSEY); JALEE ARNONE AND PETER ARNONE, by and through their attorneys, KENNETH M. ROBERTS, ESQ. and DAVID KRAWCZYK ESQ., of the law firm of DEMPSEY, ROBERTS & SMITH, LTD., and answering the Complaint on file herein, admits, denies and alleges as follows:

1. Admits each and every allegation set forth in Paragraphs 1, 5, 7, 8, 11, 20, 54, 57, 65, 69, 75, 76, 77, 84, 88, 94, 97, 173, 204 and 210 of Plaintiff's Complaint on file herein.
2. Denies each and every allegation set forth in Paragraphs 10, 12, 17, 19, 22, 23, 24, 25, 26, 27, 28, 30 - 42, 48, 49, 50, 56, 63, 70, 71, 73, 74, 99, 100, 106, 107, 108, 110, 111, 112, 113, 114, 115, 117, 119, 121, 122, 123, 129, 131-133, 136, 137, 138, 140, 141 - 145, 147-149, 153, 154, 156, 158, 162, 163, 164, 166, 167, 169-171, 174, 175, 177, 178, 180, 181, 182, 183, 185, 186, 187, 189, 194, 195, 197, 198, 199, 201, 202, 205, 206, 207, 208, 211, 212, 213, 215, 216, 218, 219, 221, 222, 224, 225, 226, 227, 228, 231, 233, 234, 236, 237, 238, 239, 240, 241, 244, 245, 247, 248, 250, 251, 253, 254, 255, 257, 258, 259, 260, 261, 265, 267, 268, 269, 270, 271, 273, 274, 275, 276, 277, 279, 291, and 282 of Plaintiff's Complaint on file herein.
3. That as to paragraphs 9, 29, 43, 44, 45, 46, 47, 51, 52, 53, 58, 61, 62, 66, 67, 68, 72, 79, 80, 81, 82, 83, 85, 86, 87, 89, 90, 91, 92, 93, 95, 98, 101, 102, 103, 104, 105, 116, 125, 127, 128, 130, 135, 150, 151, 152, 159, 160, 161, 168, 176, 190, 191, 192, 200, 242, 256, 263, 264, and 266 of Plaintiff's Complaint, Defendants are at the time of this answer without knowledge or information sufficient to form a belief as to the truth of the averment, and therefore deny the same.

1 4. As to paragraphs 109, 118, 124, 134, 139, 146, 155, 165, 172, 179, 188, 196, 203, 209,  
2 217, 223, 229, 235, 246, 252, 262, 272 and 278 of Plaintiff's Complaint, Defendants, admit,  
3 deny and are without information as previously stated in prior paragraphs.

4 5. As to paragraph 2 of plaintiff's complaint, defendants admit that Thomas Walker is a  
5 man working in construction. Defendants further admit that he has maintained the subject  
6 property as his primary residence for approximately 13 years. As to the remainder of said  
7 paragraph, Defendants deny said remainder or are at the time of this Answer without sufficient  
8 information to form a belief as to the truth of the averment, and therefore deny the same.

9 6. As to paragraph 3 of plaintiff's complaint, defendants admit that defendant FLOYD  
10 GRIMES is and was at all times relevant to this action a resident of the State of Nevada County  
11 of Clark. Defendants further admit that Mr. Grimes is a private investor and is the owner of  
12 certain properties in the City of Las Vegas and the City of North Las Vegas. As to the  
13 remainder of said paragraph, Defendants deny said remainder or are at the time of this Answer  
14 without sufficient information to form a belief as to the truth of the averment, and therefore deny  
15 the same.

16 7. As to paragraph 4 of plaintiff's complaint, defendants admit that WBG trust is formally  
17 known as Wayne and Betty Grimes Trust and is administered by trustees FLOYD GRIMES and  
18 Elizabeth Grimes. Defendants further admit that WBG trust was created in the State of Nevada,  
19 County of Clark. As to the remainder of said paragraph, Defendants deny said remainder or  
20 are at the time of this Answer without sufficient information to form a belief as to the truth of the  
21 averment, and therefore deny the same.

22 8. As to paragraph 6 of plaintiff's complaint defendants admit that Victoria Grimes  
23 (incorrectly named Halsey) is and was at all times relevant to this action a resident of the state  
24 of Nevada, County of Clark. Defendants further admit that Ms. Grimes is the biological child of  
25 FLOYD GRIMES. As to the remainder of said paragraph, Defendants deny said remainder or  
26 are at the time of this Answer without sufficient information to form a belief as to the truth of the  
27 averment, and therefore deny the same.  
28

1 9. As to paragraph 13 of plaintiff's complaint, defendants admit that the mobile home is  
2 properly described in said paragraph. Defendants further admit that plaintiff offered to  
3 purchase from defendant Grimes the subject property. As to the remainder of said paragraph,  
4 Defendants deny said remainder or are at the time of this Answer without sufficient information  
5 to form a belief as to the truth of the averment, and therefore deny the same.

6 10. As to paragraph 14 of plaintiff's complaint defendants admit that the price for the subject  
7 property that was discussed between the parties was \$69,000. As to the remainder of said  
8 paragraph, Defendants deny said remainder or are at the time of this Answer without sufficient  
9 information to form a belief as to the truth of the averment, and therefore deny the same.

10 11. As to paragraph 15 of plaintiff's complaint, defendant Grimes admits that he and plaintiff  
11 discussed the potential sale of said property including the potential for down payment to be  
12 made over a period of months. As to the remainder of said paragraph, Defendants deny said  
13 remainder or are at the time of this Answer without sufficient information to form a belief as to  
14 the truth of the averment, and therefore deny the same.

15 12. As to paragraph 16, 148 and 157 of plaintiff's complaint, defendants admit that Mr.  
16 Grimes and plaintiff discussed the possibility that upon receipt of the last payment of a possible  
17 purchase price should a purchase and sale be entered into, defendant Grimes would convey  
18 title to the property to plaintiff. As to the remainder of said paragraphs, Defendants deny said  
19 remainder or are at the time of this Answer without sufficient information to form a belief as to  
20 the truth of the averment, and therefore deny the same.

21 13. As to paragraph 18 of plaintiff's complaint, defendants admit that on or about February  
22 1, 2005 the plaintiff took possession of the residence from the defendants. As to the remainder  
23 of said paragraph, Defendants deny said remainder or are at the time of this Answer without  
24 sufficient information to form a belief as to the truth of the averment, and therefore deny the  
25 same.

26 14. As to paragraph 21 of plaintiff's complaint, defendants admit that on or about November  
27 2012, the plaintiffs contacted the defendants and requested an account statement.  
28

1 15. As to paragraph 55 of plaintiff's complaint, defendants admit that on or about December  
2 14, 2015, the plaintiff appeared in court for a summary eviction hearing as the tenant and  
3 defendant Victoria Halsey appeared. As to the remainder of said paragraph, Defendants deny  
4 said remainder or are at the time of this Answer without sufficient information to form a belief  
5 as to the truth of the averment, and therefore deny the same.

6 16. As to paragraph 59 of plaintiff's complaint, defendants admit that defendant Victoria  
7 Grimes testified that defendants at one time offered a formal typed contract to the plaintiff and  
8 the plaintiff refused to sign the contract. As to the remainder of said paragraph, Defendants  
9 deny said remainder or are at the time of this Answer without sufficient information to form a  
10 belief as to the truth of the averment, and therefore deny the same.

11 17. As to paragraph 60 of plaintiff's complaint, defendants admit that the court found that  
12 the issues were not appropriate to be adjudicated in a hearing for summary eviction.  
13 Defendants further admit that the court denied the summary eviction. As to the remainder of  
14 said paragraph, Defendants deny said remainder or are at the time of this Answer without  
15 sufficient information to form a belief as to the truth of the averment, and therefore deny the  
16 same.

17 18. As to paragraph 64 of plaintiff's complaint, defendants admit that on or about February  
18 11, 2016 defendant FLOYD GRIMES conveyed the property to note WBG trust. As to the  
19 remainder of said paragraph, Defendants deny said remainder or are at the time of this Answer  
20 without sufficient information to form a belief as to the truth of the averment, and therefore deny  
21 the same.

22 19. As to paragraph 78 of plaintiff's complaint, defendants admit that after being sworn in  
23 and under oath one of the defendants testified the plaintiff stopped making payments. As to  
24 the remainder of said paragraph, Defendants deny said remainder or are at the time of this  
25 Answer without sufficient information to form a belief as to the truth of the averment, and  
26 therefore deny the same.

27 20. As to paragraph 96 of plaintiff's complaint, defendants admit that on or about January,  
28 2018 the plaintiff appeared as a tenant and defendant FLOYD GRIMES appeared in court as

1 the landlord and Victoria Grimes also appeared in court in a case for summary eviction. As to  
2 the remainder of said paragraph, Defendants deny said remainder or are at the time of this  
3 Answer without sufficient information to form a belief as to the truth of the averment, and  
4 therefore deny the same.

5 21. As to paragraph 120 of plaintiff's complaint defendants admit that defendants FLOYD  
6 GRIMES and the Victoria Grimes contend that defendants payments were rent payments and  
7 plaintiff stopped making payments in November 2015. As to the remainder of said paragraph,  
8 Defendants deny said remainder or are at the time of this Answer without sufficient information  
9 to form a belief as to the truth of the averment, and therefore deny the same.

10 22. As to paragraph 126 of plaintiff's complaint, defendants admit that FLOYD GRIMES and  
11 defendant Victoria Grimes refused to convey the title of the property to the plaintiff and then  
12 attempted to evict the plaintiff from the property. Defendants further admit that FLOYD  
13 GRIMES conveyed the property to Jalee Arnone. As to the remainder of said paragraph,  
14 Defendants deny said remainder or are at the time of this Answer without sufficient information  
15 to form a belief as to the truth of the averment, and therefore deny the same.

16 23. As to paragraph 193 of plaintiff's complaint, defendants admit that defendants owed a  
17 duty to the plaintiff to use the judicial process to resolve the issues. As to the remainder of said  
18 paragraph, Defendants deny said remainder or are at the time of this Answer without sufficient  
19 information to form a belief as to the truth of the averment, and therefore deny the same.

20 24. As to paragraph 214, 184 and 249 of plaintiff's complaint, defendants admit that  
21 defendants owed a duty to the plaintiff to obey the laws of the state of Nevada and the County  
22 of Clark. As to the remainder of said paragraphs, Defendants deny said remainder or are at the  
23 time of this Answer without sufficient information to form a belief as to the truth of the averment,  
24 and therefore deny the same.

25 25. As to paragraph 220 of plaintiff's complaint, defendants admit that defendants owed a  
26 duty to the plaintiff to obey the laws of the state of Nevada and the County of Clark. As to the  
27 remainder of said paragraph, Defendants deny said remainder or are at the time of this Answer  
28



1 without sufficient information to form a belief as to the truth of the averment, and therefore deny  
2 the same.

3 26. As to paragraph 230 of plaintiff's complaint, defendants admit that on or about August  
4 13, 2018 defendant FLOYD GRIMES by the use of a quitclaim deed conveyed the property to  
5 defendant Jalee Arnone. As to the remainder of said paragraph, Defendants deny said  
6 remainder or are at the time of this Answer without sufficient information to form a belief as to  
7 the truth of the averment, and therefore deny the same.

8 27. As to paragraph 232 of plaintiff's complaint, defendants admit that defendants owed a  
9 duty to the plaintiff to obey the laws of the state of Nevada and the County of Clark. As to the  
10 remainder of said paragraph, Defendants deny said remainder or are at the time of this Answer  
11 without sufficient information to form a belief as to the truth of the averment, and therefore deny  
12 the same.

13 28. As to paragraph 243 of plaintiff's complaint defendants admit that defendants owed a  
14 duty to obey the laws of the state of Nevada. As to the remainder of said paragraph,  
15 Defendants deny said remainder or are at the time of this Answer without sufficient information  
16 to form a belief as to the truth of the averment, and therefore deny the same.

17 29. As to paragraph 280 of plaintiff's complaint, defendants admit that defendants had a  
18 duty to obey the laws in the state of Nevada and the County of Clark. As to the remainder of  
19 said paragraph, Defendants deny said remainder or are at the time of this Answer without  
20 sufficient information to form a belief as to the truth of the averment, and therefore deny the  
21 same.

22 30. As to paragraph 248 of plaintiff's complaint, defendants admit that caused to be  
23 recorded in the Office of the Clark County recorder the Quit Claim Deed for the subject  
24 property. As to the remainder of said paragraph, Defendants deny said remainder or are at  
25 the time of this Answer without sufficient information to form a belief as to the truth of the  
26 averment, and therefore deny the same.

27 31. As to paragraph 259 of plaintiff's complaint, defendants admit taht defendant Jalee  
28 Arnone owes a duty to act in good conscience with the principals of justice and equity. As to

1 the remainder of said paragraph, Defendants deny said remainder or are at the time of this  
2 Answer without sufficient information to form a belief as to the truth of the averment, and  
3 therefore deny the same.  
4

5 **AFFIRMATIVE DEFENSES**

6 32. Plaintiffs' Complaint on file herein fails to state a claim against this answering Defendant  
7 upon which relief can be granted.

8 33. Defendants allege that Plaintiff is estopped from pursuing any claim against Defendant.

9 34. Plaintiff failed to commence an action in this matter within the periods of limitation as  
10 prescribed by N.R.S. 11.190 et seq., and this action is barred by the statute of limitations and  
11 no recovery may be made.

12 35. Any claim of Plaintiff is barred by the laches of Plaintiff in pursuing such claim.

13 36. There existed no privity of contract between Plaintiff and certain Defendants, and the  
14 allegation in the Plaintiff's Complaint which are based on an expressed or implied contract are,  
15 therefore, barred as to certain Defendants because of said lack of privity of contract.

16 37. Defendants allege that at all times relevant hereto the alleged agreement entered into  
17 between the Plaintiff and Defendants would be unenforceable and in violation of the statute of  
18 frauds and therefore void.

19 38. Defendants allege that at the time and place alleged in the Complaint, there was no  
20 consideration for the contract Plaintiff now claims is breached.

21 39. Defendants allege that Plaintiffs has waived any right-of recovery from Defendants.

22 40. Defendants intend to rely upon the defense of Plaintiff's failure to mitigate damages.

23 41. Defendants intend to rely upon the defense of unclean hands.

24 42. Defendants intend to rely upon the defense of Plaintiff's bad faith and/or Plaintiff's  
25 breach of the covenant of good faith and fair dealing.

26 43. Defendants intend to assert his own good faith as a defense.

27 44. Defendants intend to rely upon the defense of knowledge and acquiescence.

28 45. Defendants intend to rely upon the defense of Plaintiff's consent.

1       **WHEREFORE**, having answered Plaintiff's Complaint, Defendants pray that Plaintiff take  
2 nothing by reason thereof.

3  
4                                   **COUNTERCLAIM**

5       46.     Come now Counterclaimants, FLOYD GRIMES and JALEE ARNONE, by and through  
6 their attorneys, KENNETH M. ROBERTS, ESQ. and DAVID KRAWCZYK, ESQ. of the law firm  
7 DEMPSEY, ROBERTS & SMITH, LTD., and hereby complain against the Counterdefendant  
8 as follows:

9  
10                               **PARTIES, JURISDICTION AND VENUE**

11       47.     Counterclaimant, FLOYD WAYNE GRIMES, at all times relevant to these allegations  
12 of this counterclaim, was an individual residing in the County of Clark, State of Nevada.

13       48.     Counterclaimant, JALEE ARNONE, at all times relevant to these allegations of this  
14 counterclaim, was an individual residing in the County of Clark, State of Nevada.

15       49.     Counterdefendant THOMAS WALKER, at all times relevant to the allegations of this  
16 complaint, was an individual residing in the State of Nevada, County of Clark.

17       50.     Counterclaimants are unaware of the true names and capacities whether individual,  
18 corporation, associate, or otherwise of Counterdefendant DOE individuals 1 through 10 and  
19 ROE ENTITIES 11 through 20, inclusive, and therefore, sues these Counterdefendant's by  
20 such the fictitious names. Counterclaimant informed and believes and thereupon alleges that  
21 the DOE individuals ROE ENTITY Counterdefendant's, and each of them, are in some manner  
22 responsible and liable for the acts and damages alleged in this counterclaim. Counterclaimant  
23 will seek leave of this court to amend this counterclaim to allege the true names and capacities  
24 of the DOE individuals and ROE ENTITIES when their true names are ascertained.

25       51.     All acts complained of by Counterdefendant herein occurred in the County of Clark,  
26 State of Nevada.

**CAUSES OF ACTION**

**FACTS COMMON TO ALL CAUSES OF ACTION**

52. Counterclaimants repeat and re-alleges each and every allegation in the paragraphs above as fully set forth herein.

53. In early 2005, counterdefendant THOMAS WALKER approached counterclaimant, FLOYD GRIMES, regarding the possibility of WALKER purchasing from FLOYD GRIMES a certain mobile home, and the mobile home property herein described, said property titled in the name of FLOYD WAYNE GRIMES at the time of the discussions.

54. Counterclaimant FLOYD GRIMES discussed with counterdefendant the basic concept of counterclaimant FLOYD GRIMES selling and counterdefendant purchasing the subject property, legally described as a 1969 Newport single wide home, serial number S1888 and the mobile home lot located at 6253 Rocky Mountain Avenue, Las Vegas, NV 89156.

55. The purchase price discussed was \$69,000 with said purchase price to be paid in a yet to be described series of payments over approximately 30 years.

56. By oral agreement between counterdefendant and counterclaimant FLOYD GRIMES, and in anticipation of the potential sale, to be documented by a real estate sales contract, counterclaimant FLOYD GRIMES allowed counterdefendant to begin residing in the subject property as a tenant and that counterdefendant would pay monthly rent.

57. In approximately early February 2005, in order to conclude the purchase and sale of said property, counterclaimant FLOYD GRIMES provided to counterdefendant a draft document entitled "CONTRACT OF SALE."

58. Upon receiving the draft CONTRACT OF SALE, counterdefendant commented that he would like time to have his mother and her attorney review said document.

59. Without signing the CONTRACT OF SALE, counterdefendant continued to reside in the subject mobile home as a tenant, and he continues to this date to occupy said residence.

60. During counterdefendant's tendency of said residence, for the periods 2005 through October, 2015, at various times counterdefendant failed to pay the monthly rent.

1 61. By approximately April 2015, counterdefendant had completely ceased paying any  
2 monthly rent.

3 62. On or about November 1, 2015 when counterdefendant again failed to pay the monthly  
4 rent, counterclaimant FLOYD GRIMES filed for summary eviction in Las Vegas Justice Court.

5 63. At the hearing regarding said summary eviction, the Justice of Peace denied the  
6 summary eviction apparently based on counterdefendant's assertion that he had an ownership  
7 interest in the subject property.

8 64. On or about February 11, 2016 counterclaimant FLOYD GRIMES transferred ownership  
9 of said property to the WBG Trust.

10 65. On or about August 2018, trustees FLOYD GRIMES and ELIZABETH GRIMES  
11 transferred ownership of said property to JALEE ARNONE.

12 66. On three additional occasions during the years 2016, 2017 and 2018, counterclaimants  
13 again attempted summary eviction of counterdefendant from said premises. At each hearing  
14 regarding said summary eviction, the Justice of Peace denied the summary eviction apparently  
15 based on counterdefendant's assertion that he had an ownership interest in said property.

## 17 **FIRST CAUSE OF ACTION**

### 18 Breach of Contract

19 67. Counterclaimants repeat and re-allege each and every allegation in the paragraphs  
20 above as a fully set forth herein.

21 68. As a direct and proximate result of the Counterdefendant's breach of the oral rental  
22 agreement, Counterclaimants have been damaged in an amount to be proven at trial, in an  
23 amount in excess of \$15,000.

24 69. As a direct and proximate result of the Counterdefendant's breach of the agreements,  
25 Counterclaimants have been forced to retain the services of an attorney, and is entitled to an  
26 award of its costs and attorney's fees in defending and prosecuting this action.  
27  
28

**SECOND CAUSE OF ACTION**

**Breach of Covenant of Good Faith and Fair Dealing**

70. Counterclaimants repeat and re-allege each and every allegation in the paragraphs above as a fully set forth herein.

71. Counterdefendant had an obligation under the oral rental agreement to deal with Counterclaimants in accordance with the common-law contract principle of good faith and fair dealing.

72. By their actions in dealing with the Counterclaimants, Counterdefendant breached his obligation to deal with the Counterclaimants in a manner of good faith and fair dealing as was their obligation.

73. As a direct and proximate result of the Counterdefendant's breach of the principle of good faith and fair dealing, Counterclaimants have been damaged in an amount to be proven at trial, in an amount in excess of \$15,000.

74. As a direct and proximate result of the Counterdefendant's breach of the principle of good faith and fair dealing, Counterclaimants have been forced to retain the services of an attorney, and is entitled to an award of their costs and attorney's fees in defending and prosecuting this action.

**THIRD CAUSE OF ACTION**

**UNJUST ENRICHMENT**

75. Counterclaimants repeat and re-allege each and every allegation in the paragraphs above as a fully set forth herein.

76. As a direct and proximate result of the Counterdefendant's breach of the oral rental agreement, Counterclaimants have been damaged in an amount to be proven at trial, in an amount in excess of \$15,000.

77. As a direct and proximate result of the Counterdefendant's breach of the agreements, Counterclaimants have been forced to retain the services of an attorney, and is entitled to an award of its costs and attorney's fees in defending and prosecuting this action.

**FOURTH CAUSE OF ACTION**

**SLANDER OF TITLE**

78. Counterclaimants repeat and re-allege each and every allegation in the paragraphs above as a fully set forth herein.

79. Counterdefendant WALKER slandered the title to counter claimant's property on four different occasions by intentionally and without justification claiming that counterdefendant owned said property.

80. As a direct and proximate result of counterdefendant's actions in slandering the title to said property, counterclaimants have suffered a diminution to the value of said property and further prevented counterclaimants from selling said property at market value.

81. As a consequence of counterdefendant's slander of title, counterclaimants have been damaged in an amount to be proven at trial but in any event in excess of \$15,000.

82. As a direct and proximate result of the Counterdefendants' slander of title, Counterclaimants have been forced to retain the services of an attorney, and is entitled to an award of her costs and attorney's fees in defending and prosecuting this action.

**FIFTH CAUSE OF ACTION**

**INJUNCTIVE RELIEF**

83. Counterclaimants repeat and re-allege each and every allegation in the paragraphs above as a fully set forth herein.

84. Counterdefendant WALKER has resided in the subject residence since the year 2015 without paying monthly rent, and continues to reside in the subject residence without paying monthly rent.

85. Counterdefendant JALEE ARNONE is the true and rightful owner of title to the subject residence.

86. Counterclaimant JALEE ARNONE, seeks the assistance of this Honorable Court in removing counterdefendant from the subject property during the pendency of this action.

**SIXTH CAUSE OF ACTION**

**UNLAWFUL DETAINER**

87. Counterclaimants repeat and re-alleges each and every allegation in the paragraphs above as fully set forth herein.

88. Counterclaimant JALEE ARNONE is a resident of Las Vegas, Nevada.

89. Counterclaimant JALEE ARNONE became the owner of record of the subject property on or about August 10, 2018.

90. Counterdefendant has breached the oral rental agreement regarding said property and has not made a rental payment since approximately October 2015.

91. On several prior occasions, counterdefendant has been served with 5 day notices to pay rent or quit. Counterdefendant has ignored each of said notices.

92. On one or more occasions, counterdefendant has been served with a Thirty-Day Notice to Quit. Counterdefendant has ignored said notice(s).

93. Counterdefendant continues in possession of the property after more than 30 days of service of the Thirty-day Notice to Quit.

94. Pursuant to Nevada Revised Statute 40.251, counterclaimant JALEE ARNONE, is entitled to pursue an unlawful detainer action after counterdefendant breached the oral rental agreement and continued in possession of the property after being served a Thirty-Day Notice to Quit.

**SEVENTH CAUSE OF ACTION**

**ATTORNEY'S FEES AS SPECIAL DAMAGES**

95. Counterclaimants repeat and re-allege each and every allegation in the paragraphs above as a fully set forth herein.

96. Counterclaimants have incurred attorney fees which were foreseeable damages arising from the willful and intentional acts of the Counterdefendant in intentionally refusing to pay rent when due and claiming an ownership interest in said property.



1 97. Such attorney fees are the natural and proximate consequence of the intentional acts  
2 committed by the Counterdefendant as alleged herein, and are hereby pled as special  
3 damages pursuant to NRCP 9(g). See *Sandy Valley Assocs. v. Sky Ranch Estates Owners*  
4 *Ass'n.*, 117 Nev 948 , 35 P.3d 964 (2001).

5  
6 **WHEREFORE**, Counterclaimant pleads for relief and for judgment in Counterclaimant's  
7 favor and against Counterdefendant as follows:


- 8 1. For an award of compensatory monetary damages in an amount to be proven at  
9 trial, in an amount in excess of \$15,000;
- 10 2. For costs incurred in the prosecution of this action, as allowed by the agreement  
11 and for all applicable statutes and rules;
- 12 3. For an award of attorney's fees incurred in the prosecution of this action, as  
13 allowed by the agreement and or applicable statutes and rules;
- 14 4. For prejudgment interest at a rate allowed by statutes and rules;
- 15 5. For an Order requiring counterdefendant to vacate the subject premises.

16 and

- 17 6. For such other further relief as the court deems just and proper.

18  
19  
20 Respectfully submitted by,

21 DEMPSEY, ROBERTS & SMITH, LTD.

22 By:   
23 KENNETH M. ROBERTS, ESQ.  
24 Attorney for Counterclaimants  
25  
26  
27  
28

DEMPSEY, ROBERTS & SMITH, LTD.

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

1  
2 VERIFICATION  
3  
4

5 STATE OF NEVADA }  
6 COUNTY OF CLARK } ss:  
7

8 Jalee Arnone, being first duly sworn according to law, deposes and says:

9 That your affiant has read the foregoing DEFENDANTS' 1<sup>ST</sup> AMENDED ANSWER TO  
10 PLAINTIFF'S COMPLAINT AND DEFENDANTS' COUNTERCLAIM and knows the contents  
11 thereof; that the same is true of her own knowledge, except for those matters therein stated  
12 upon information and belief, and as to those matters, she believes them to be true.  
13

14 JALEE ARNONE  
15

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

18 Executed on:

12/14/18  
Date

Jalee Arnone  
Signature



RCCM  
Thomas Walker  
6253 Rocky Mountain Avenue  
Las Vegas, Nevada 89156  
(702) 619-1256  
twalkercivil3@gmail.com  
Plaintiff, In Proper Person

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

THOMAS WALKER

Plaintiff,

vs.

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

FLOYD WAYNE GRIMES, an individual, WBG  
TRUST, Floyd Wayne Grimes, as Trustee,  
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

**REPLY TO COUNTERCLAIM**  
**ANSWER**

**REPLY TO COUNTERCLAIM**

**ANSWER**

Comes Now Plaintiff and Counter-defendant THOMAS WALKER, *Pro Se* and hereby  
submits this Answer to the Counterclaim on file herein, and hereby admits, denies and alleges as  
follows:

1. Answering paragraph 48, 49, 50, 51, 90, 91, 95 of Counterclaimant/Defendant's  
Counterclaim, Plaintiff/ Counter-defendant ADMITS each and every allegation contained  
therein.

2. Answering paragraphs 53, 55, 59, 60, 62, 63, 67, 70, 71, 73, 74, 75, 76, 78, 79,

1 81, 82,83, 84, 86, 87, 88, 92, 93, 96, 98, 99 of Counterclaimant's Counterclaim, Counter-  
2 defendant DENIES each and every allegation contained therein.

3 3. Answering paragraphs 50, 52, 53 of Counterclaimant's Counterclaim, Counter-  
4 defendant is without sufficient knowledge or information necessary to form a belief as to the  
5 truth or falsity of the allegations contained therein and therefor denies same.

6 4. Answering paragraphs 54, 69, 72, 77, 80, 85, 89, 97 of Counterclaimant's  
7 Counterclaim, Counter-defendant admit, deny and are without sufficient information as  
8 previously stated in prior paragraphs.

9 5. Answering paragraph 55 of Counterclaimant's Counterclaim, Counter-defendant  
10 THOMAS WALKER admits: "In early 2005", "WALKER purchasing from FLOYD GRIMES a  
11 certain mobile home and the mobile home property herein described, said property titled in the  
12 name of FLOYD WAYNE GRIMES at the time". As to the remainder of paragraph 55, Plaintiff  
13 deny said remainder or is at the time of this Answer without sufficient knowledge or information  
14 necessary to form a belief as to the truth or falsity of the allegations contained therein and  
15 therefor denies the same.

16 6. Answering paragraph 56 of the Counterclaimant's Counterclaim, Counter-  
17 defendant THOMAS WALKER admits: "counterclaimant FLOYD GRIMES selling and  
18 counterdefendant purchasing the subject property, legally described as a 1969 Newport single  
19 wide home, serial number S1888 and the mobile home lot located at 6253 Rocky Mountain  
20 Avenue, Las Vegas, NV 89156. As to the remainder of paragraph 56, Plaintiff deny said  
21 remainder or is at the time of this Answer without sufficient knowledge or information necessary  
22 to form a belief as to the truth or falsity of the allegations contained therein and therefor denies  
23 the same.

24 7. Answering paragraph 57 of the Counterclaimant's Counterclaim, Counter-  
25 defendant THOMAS WALKER admits "\$69,000 with said purchase price to be paid in a",

1 “series of payments”. As to the remainder of paragraph 57, Plaintiff deny said remainder or is at  
2 the time of this Answer without sufficient knowledge or information necessary to form a belief  
3 as to the truth or falsity of the allegations contained therein and therefor denies the same.

4 8. Answering paragraph 58 of the Counterclaimant’s Counterclaim, Counter-  
5 defendant THOMAS WALKER admits “counterclaimant FLOYD GRIMES allowed Counter-  
6 defendant to begin residing in the subject property”. As to the remainder of paragraph 58,  
7 Plaintiff deny said remainder or is at the time of this Answer without sufficient knowledge or  
8 information necessary to form a belief as to the truth or falsity of the allegations contained  
9 therein and therefor denies the same.

10 9. Answering paragraph 61 of the Counterclaimant’s Counterclaim, Counter-  
11 defendant THOMAS WALKER admits” Without signing the CONTRACT OF SALE, Counter-  
12 defendant continued to reside in the subject mobile home”. As to the remainder of paragraph 61,  
13 Plaintiff deny said remainder or is at the time of this Answer without sufficient knowledge or  
14 information necessary to form a belief as to the truth or falsity of the allegations contained  
15 therein and therefor denies the same.

16 10. Answering paragraph 64 of the Counterclaimant’s Counterclaim, Counter-  
17 defendant THOMAS WALKER admits “On or about November 1, 2015 when Counter-  
18 defendant failed to pay”, “Counterclaimant FLOYD GRIMES filed for summary eviction in Las  
19 Vegas Justice Court.” As to the remainder of paragraph 64, Plaintiff deny said remainder or is at  
20 the time of this Answer without sufficient knowledge or information necessary to form a belief  
21 as to the truth or falsity of the allegations contained therein and therefor denies the same.

22 11. Answering paragraph 65 of the Counterclaimant’s Counterclaim, Counter-  
23 defendant THOMAS WALKER admits “At the hearing regarding said summary eviction, the  
24 Justice of Peace denied the summary eviction”, Plaintiff further admits, “that he had an  
25 ownership interest in the subject property”. As to the remainder of paragraph 65, Plaintiff deny

1 said remainder or is at the time of this Answer without sufficient knowledge or information  
2 necessary to form a belief as to the truth or falsity of the allegations contained therein and  
3 therefor denies the same.

4 12. Answering paragraph 66 of the Counterclaimant's Counterclaim, Counter-  
5 defendant THOMAS WALKER admits: "On or about February 11, 2016 counterclaimant  
6 FLOYS GRIMES transferred", "said property to the WBG Trust". As to the remainder of  
7 paragraph 66, Plaintiff deny said remainder or is at the time of this Answer without sufficient  
8 knowledge or information necessary to form a belief as to the truth or falsity of the allegations  
9 contained therein and therefor denies the same.

10 13. Answering paragraph 67 of the Counterclaimant's Counterclaim, Counter-  
11 defendant THOMAS WALKER admits: "On or about August 2018, trustees FLOYD GRIMES  
12 and ELIZABETH GRIMES" sold "said property to Jalee Arnone. As to the remainder of  
13 paragraph 67, Plaintiff deny said remainder or is at the time of this Answer without sufficient  
14 knowledge or information necessary to form a belief as to the truth or falsity of the allegations  
15 contained therein and therefor denies the same.

16 14. Answering paragraph 68 of the Counterclaimant's Counterclaim, Counter-  
17 defendant THOMAS WALKER admits "On three additional occasions during the years 2016,  
18 2017 and 2018 Counterclaimants again attempted summary eviction of counterdefendant from  
19 said premises. At each hearing regarding said summary eviction, the Justice of the Peace denied  
20 the summary eviction", "based on counterdefendant's", "that he had an ownership interest in said  
21 property". As to the remainder of paragraph 68, Plaintiff deny said remainder or is at the time of  
22 this Answer without sufficient knowledge or information necessary to form a belief as to the  
23 truth or falsity of the allegations contained therein and therefor denies the same.

24 15. Answering paragraph 94 of the Counterclaimant's Counterclaim, Counter-  
25 defendant THOMAS WALKER admits "On one", occasion, "counterdefendant has been served

1 with a Thirty-Day Notice to Quit". As to the remainder of paragraph 94, Plaintiff/Counter-  
2 defendant deny said remainder or is at the time of this Answer without sufficient knowledge or  
3 information necessary to form a belief as to the truth or falsity of the allegations contained  
4 therein and therefor denies the same.

5 **AFFIRMATIVE DEFENSES**

6 16. Counterclaimant's Counterclaim on file herein fails to state a claim for which  
7 relief can be granted.

8 17. Counter-Defendant alleges that Counterclaimants are estopped from pursuing any  
9 claim against the Counter-defendant.

10 18. Any claim of the Counterclaimants is barred by laches of  
11 Defendant's/Counterclaimants in pursuing such claim.

12 19. Counterclaimant's, with full knowledge of all the facts connected with, or relating  
13 to the transaction alleged in the complaint , ratified and confirmed on all aspects, those actions of  
14 the Counter-defendant, by actions of the Defendant's/Counterclaimants accepting, and retaining,  
15 the benefits produced from said acts.

16 20. There exists no privity in contract between certain Counterclaimants and the  
17 Counter-defendant, the allegations contained in the Counterclaimants Counterclaim which are  
18 based on an express or implied contract are, therefore barred as to Certain Counterclaimants and  
19 the Counter-defendant because of lack of said privity of contract.

20 21. Counter-defendant intends to rely upon the defense of mutuality.

21 22. Counter-defendant intends to rely upon the defense of unclean hands

22 23. Counter-defendant intends to rely upon the defense of frustration of purpose.

23 24. All possible affirmative defenses may not have been alleged here insofar as  
24 sufficient facts were not available after reasonable inquiry upon filing of this Answer. Therefore  
25 Defendant reserves the right to amend this Answer to allege additional affirmative defenses and

1 claims, counter-claims, cross-claims or third-party claims, as applicable, upon further  
2 investigation and discover.

3 **WHEREFORE**, having answered the Counterclaimant's Counter-defendant prays that  
4 the Counterclaimant takes nothing by reason thereof, and for this Honorable Court grant relief or  
5 judgment in the Counter-defendants favor and against the Counterclaimant's as follows:

- 6 1. Dismiss the Counterclaimant's Counterclaim with prejudice;
- 7 2. that the Counterclaimant takes nothing by reason thereof
- 8 3. for an award of the relief prayed for in the Plaintiff's Verified Complaint;
- 9 2. for an award for the Counter-defendant of all costs incurred in this action;
- 10 3. for an award for the Counter-defendant of all court fees incurred in this action;
- 11 4. for an award for the Counter-defendant for prejudgment and post-judgment  
12 interest at the highest rate of interest permitted by law such
- 13 5. for an award for the Counter-defendant for any other relief as the Court deems  
14 equitable, just and proper.

15 DATED this 30 day of December, 2018.

16 Per NRS 53.045, I declare under penalty of  
17 Perjury that the foregoing is true and correct.

18 

19 Respectfully Submitted:

20 Thomas Walker  
21 6253 Rocky Mountain Avenue  
22 Las Vegas, Nevada 89156  
23 (702)619-1256  
24 twalkercivil3@gmail.com  
25 Plaintiff  
*In Proper Person*



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**DEMPSEY, ROBERTS & SMITH, LTD.**  
KENNETH M. ROBERTS, ESQ.  
1130 Wigwam Parkway  
Henderson, Nevada 89074  
Attorney for Counterclaimants

Thomas Walker

Thomas Walker  
6253 Rocky Mountain Avenue  
Las Vegas, Nevada 89156  
(702)619-1256  
twalkercivil3@gmail.com  
Plaintiff  
*In Proper Person*



DMJT  
Thomas Walker  
2653 Rocky Mountain Avenue  
Las Vegas, Nevada 89156

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

THOMAS WALKER

Plaintiff,

vs.

FLOYD WAYNE GRIMES, an individual, WBG  
TRUST, Floyd Wayne Grimes, as Trustee,  
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

Case No.: A-18-783375-C

Dept. No.: XXXI

**DEMAND FOR JURY TRIAL**

TO: THE CLERK OF THE EIGHTH JUDICIAL DISTRICT COURT

THOMAS WALKER, the Plaintiff/ Counter-defendant demands that a trial in the above-entitled action be heard before a jury.

A deposit of the first day of juror fees in accordance with NRCP Rule 38 is exempt at this time and shall be paid in accordance with EDCR Rule 1.76 and allowable pursuant to NRCP Rule 83.

DATED this 28<sup>th</sup> day of June, 2019



Respectfully Submitted: \_\_\_\_\_

Thomas Walker  
In Proper Person

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**CERTIFICATE OF MAILING**

I HEREBY CERTIFY that on the 2<sup>nd</sup> day of July, 2019,that I, THOMAS WALKER,  
placed a true and correct copy of the foregoing, **DEMAND FOR JURY TRIAL** at the United  
States Mail in Las Vegas, Nevada, with first-class postage prepaid, addressed to the following:

**DEMPSEY,ROBERTS & SMITH, LTD.**  
ATTN KENNETH M. ROBERTS, ESQ. &  
ATTN DAVID E. KRAWCZYK, ESQ.  
1130 Wigwam Parkway,  
Henderson, Nevada 89074

DATED this 2<sup>nd</sup> day of July, 2019,



Respectfully submitted by: \_\_\_\_\_  
Thomas Walker  
6253 Rocky Mountain Avenue  
Las Vegas, Nevada 89156  
(702)619-1256  
twalkercivil3@gmail.com  
Plaintiff  
*In Proper Person*



DMJT  
Thomas Walker  
2653 Rocky Mountain Avenue  
Las Vegas, Nevada 89156

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

THOMAS WALKER

Plaintiff,

vs.

FLOYD WAYNE GRIMES, an individual, WBG  
TRUST, Floyd Wayne Grimes, as Trustee,  
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

Case No.: A-18-783375-C

Dept. No.: XXXI

**JOINT CASE CONFERENCE REPORT.**

**DISPUTE RESOLUTION**

YES \_\_\_\_\_ NO X \_\_\_\_\_

**SETTLEMENT CONFERENCE**

YES \_\_\_\_\_ NO X \_\_\_\_\_

**I.**

**PROCEEDINGS PRIOR TO CASE CONFERENCE REPORT**

**A. DATE OF FILING OF COMPLAINT: OCTOBER, 24, 2018**

**B. DATE OF FILING OF ANSWERING BY EACH DEENDANT:**

DECEMBER 11, 2018 DEENDANTS FIRST ANSWER

1 DECEMBER 31, 2018 PLAINTIFFS/COUNTER-DEFENDANTS' FIRST  
2 ANSWER

3 **C. DATE THAT EARLY CASE CONFERENCE WAS HELD AND WHO**  
4 **ATTENDED:** Conference was held on March 22, 2019.

5 <u>Attorneys</u>	6 <u>Party</u>
7 Kenneth M. Roberts, Esq.	Defendants/Counterclaimants
8 Thomas Walker, Pro Se	Plaintiff/Counter-defendant

9 **NOTE 1:** Since the date of the Early Case Conference held on March 22, 2019,  
10 Plaintiff Thomas Walker and Defense counsel, Kenneth M. Roberts, Esq., have  
11 had several conversations by way of teleconference. The purpose of the  
12 aforementioned conversations was to resolve the issues and come to an agreement  
13 so that a case could be resolved and a settlement could be agree upon, believing a  
14 settlement was plausible, Plaintiff Thomas Walker delayed its draft of the joint  
15 case conference report.

16 **NOTE 2:** During the early case conference held on March 22, 2019 the  
17 parties agreed to submit individual case conference reports; however, the parties  
18 later, agreed to submit the case conference report jointly, due to a  
19 misunderstanding between the parties as to which party would draft the early case  
20 conference report, the Joint Case Conference Report is being filed as required by  
21 the Nevada Rules of Civil Procedure.

22 **II.**

23 **A BRIEF DESCRIPTION OF THE NATURE OF THE ACTION AND EACH**  
24 **CLAIM FOR RELIEF OR DEFENSE:[1631(c)(1)]**

25 **A. Description of the action:**

1  
2       **Plaintiff alleges:**     On or about January 15, 2005, Plaintiff was approached by  
3 Defendant VICTORIA HALSEY, regarding Plaintiff THOMAS WALKER purchasing a home  
4 from Defendant HALSEY'S father, Defendant FLOYD GRIMES. Defendant HALSEY arranged  
5 for Defendants GRIMES and HALSEY to meet with Plaintiff THOMAS WALKER at the  
6 subject property 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156, the Legal;  
7 description of this property: SUNRISE TRLR ESTATES UNIT #5B PLAT BOOK 11 PAGE 83  
8 LOT 27 BLOCK 1, and the mobile home situated upon subject property, legal description: 1969  
9 NEWPORT , SINGLE WIDE 60X20 MOBILE HOME SERIAL #S1888. Plaintiff THOMAS  
10 WALKER arrived and was shown around the property and mobile home by Defendant  
11 HALSEY. Defendant GRIMES arrived a short time later and offered to sell the mobile home and  
12 mobile home property to the Plaintiff THOMAS WALKER.

13       Defendant GRIMES and Plaintiff THOMAS WALKER then discussed the terms of the  
14 purchase and sale Agreement and agreed to the following terms: the purchase price of the  
15 property, which includes, tax, interest, and a down payment of \$2,500 in the amount of \$69,000.  
16 Plaintiff THOMAS WALKER is to pay \$69,000 to Defendant GRIMES monthly payments in  
17 the amount of \$700 and due on the 1<sup>st</sup> day of each month. Plaintiff THOMAS WALKER agrees  
18 to pay an additional \$100 each month to pay for the down payment, and agrees to include the  
19 additional payment with the regular monthly payment for a total monthly payment of \$800 for  
20 the first 25 payments. Defendant GRIMES upon receipt of the final payment from Plaintiff  
21 THOMAS WALKER agrees transfer the title for subject property to Plaintiff THOMAS  
22 WALKER free and clear of any liens or encumbrances. All parties agreed to the aforementioned  
23 terms.

24       Plaintiff THOMAS WALKER accepted Defendant GRIMES offer. To verify acceptance  
25 of Defendant GRIMES offer, Plaintiff THOMAS WALKER presented Defendant GRIMES with

1 a payment of \$360, one half of the 1<sup>st</sup> monthly payment due February 01, 2005. The Plaintiff  
2 THOMAS WALKER was instructed to give the payment to Defendant HALSEY and was  
3 notified that all of the purchase payments for the subject property were to be paid to Defendant  
4 HALSEY. Defendant HALSEY accepted Plaintiff THOMAS WALKER'S payment and gave  
5 Plaintiff THOMAS WALKER handwritten documentation of the payment and the Agreement  
6 for Plaintiff THOMAS WALKER'S purchase of subject property. Defendants GRIMES and  
7 HALSEY informed the Plaintiff THOMAS WALKER, that the Defendants GRIMES or  
8 HALSEY would provide a typed Agreement to the Plaintiff on February 01, 2005. Defendants  
9 GRIMES and HALSEY did not provide a typed contract as agreed on February 01, 2005.

10 On or about October 2012 Plaintiff THOMAS WALKER began requesting from the  
11 Defendants GRIMES and HALSEY, a payoff balance of the purchase price, due for the Plaintiff  
12 THOMAS WALKER'S purchase of the property. On or about November 2012, Defendant  
13 GRIMES presented Plaintiff THOMAS WALKER with a typed Purchase and Sale Agreement  
14 and print out from a website of a bank rate statement and informed Plaintiff THOMAS  
15 WALKER that the amount due shown on November 2012 on the bank rate printout was the  
16 balance due that was due from the Plaintiff THOMAS WALKER for the purchase of subject  
17 property. Plaintiff THOMAS WALKER refused to sign the typed contract, since it had been  
18 modified and included an additional interest charge of 11% per year for 30 years on the purchase  
19 price of \$69,000. A modification to the terms of the original Agreement, that was never  
20 discussed with the Plaintiff THOMAS WALKER.

21 The balance due as indicated on the bank rate statement was calculated incorrectly, as it  
22 was not calculated using the terms of the original Agreement. Plaintiff THOMAS WALKER  
23 using Plaintiff's receipts calculated his balance. Plaintiff THOMAS WALKER calculated the  
24 payments made to purchase the property was in excess of approximately \$90,000.  
25 Approximately \$30,000 more, than the amount agreed upon by the parties.

1 At which time the Plaintiff THOMAS WALKER requested conveyance of the title for  
2 subject property in accordance with the Agreement and a refund of the over-payment the  
3 Defendants GRIMES and HALSEY accepted from the Plaintiff THOMAS WALKER'S.  
4 Defendant GRIMES and HALSEY refused to convey the title for the subject property and began  
5 attempting to force Plaintiff THOMAS WALKER to leave the property, including, but not  
6 limited to trying to evict the Plaintiff THOMAS WALKER. After multiple failed attempts for  
7 Summary Eviction, approximately 2, Defendant GRIMES then transferred the property to the  
8 WBG Trust. After more failed attempts for Summary Eviction, approximately 4, Defendant  
9 GRIMES requested the disconnect of water service to the subject property and refused  
10 reconnection of service to Plaintiff THOMAS WALKER, After more failed attempt for  
11 Summary Eviction, approximately 5, and multiple warnings from the Justices of the Peace,  
12 approximately 3, the Judicial Officers notifying the Defendants GRIMES and HALSEY, to  
13 cease from filing for Summary Eviction as the Defendants GRIMES and HALSEY were told on  
14 numerous previous occasions, the matter was inappropriate for the Court to adjudicate the case  
15 because the Court lacked jurisdiction, the Defendants GRIMES and HALSEY then sold the  
16 subject property for the second time to Defendant JALEE ARNONE.

17 Plaintiff THOMAS WALKER believes the Defendants conspired with one another and  
18 sale of subject property to Defendant ARNONE was fraudulent and for the purpose of Defendant  
19 ARNONE, to attempt to force Plaintiff THOMAS WALKER from the property using Summary  
20 Eviction. Plaintiff THOMAS WALKER filed his lawsuit on or about October 2018. On or about  
21 November 2018, Defendant ARNONE served the Plaintiff THOMAS WALKER with a notice of  
22 unlawful detainer. Defendants FLOYD GRIMES, et al., were served a copy of the Plaintiff  
23 THOMAS WALKER'S Complaint and Summons, on file herein.

24 **Defendant's allege:** In early 2005, Counterdefendant THOMAS  
25 WALKER approached counterclaimant FLOYD GRIMES, regarding the possibility of



1 WALKER purchasing from FLOYD GRIMES a certain mobile home, and the mobile home  
2 property herein described, said property titled in the name of FLOYD WAYNE GRIMES at the  
3 time of the discussion. Counterclaimant FLOYD GRIMES discussed with the counterdefendant  
4 the basic concept of counterclaimant FLOYD GRIMES selling and counterdefendant purchasing  
5 the subject property , legally described as a 1969 Newport single wide home, serial number  
6 S1888 and the mobile home lot located at 6253 Rocky Mountain Avenue, Las Vegas, NV 89156.  
7 The purchase price discussed was \$69,000 with said purchase price it be paid in a yet to obey  
8 described series of payments over approximately 30 years.

9 By oral agreement between counterdefendant and counterclaimant FLOYD  
10 GRIMES, and in anticipation of the potential sale, to be documented by a real estate sales  
11 contract, counterclaimant FLOYD GRIMES allowed counter-defendant to begin residing in the  
12 subject property as a tenant and that counterdefendant would pay monthly rent. In approximately  
13 early February 2005, In order to consummate the purchase and sale of the said property,  
14 counterclaimant FLOYD GRIMES provided to the counterdefendant a draft document entitled  
15 "CONTRACT OF SALE." After some period of days, Counterdefendant advised FLOYD  
16 GRIMES that he was refusing to sign the purchase and sale contract. Without signing the  
17 CONTRACT OF SALE, counterdefendant continued to reside in the subject mobile home as a  
18 tenant, and he continues to this date to occupy said residence.

19 On or about February 11, 2016 counterclaimant FLOYD GRIMES transferred ownership  
20 of said property to the WBG Trust.

21 On or about August 2018, trustees FLOYD GRIMES and ELIZABETH GRIMES  
22 transferred ownership of said property to JALEE ARNONE.

23 **B. Claims For Relief:**

24 1. Injunctive Relief

25 2. Declaratory (sic) Relief

- 1 3. Declaratory (sic) Relief
- 2 4. Declaratory Relief
- 3 5. Declaratory (sic) Relief
- 4 6. Breach of Contract
- 5 7. Breach of Contract (Tort)
- 6 8. Slander of Title
- 7 9. Slander of Title
- 8 10. Nuisance
- 9 11. Abuse of Process
- 10 12. Fraudulent Inducement
- 11 13. Fraudulent Concealment
- 12 14. Fraudulent Transfer
- 13 15. Conversion
- 14 16. Unjust Enrichment-Quantum Meruit (sic)
- 15 17. Conversion
- 16 18. Intentional Infliction of Emotional Distress
- 17 19. Civil Conspiracy
- 18 20. Unjust Enrichment
- 19 21. Fraudulent Conveyance
- 20 22. Deceptive Trade Practice
- 21 23. Intentional Infliction of Emotional Distress

## 22 **C. Defenses**

### 23 **Plaintiff's Defenses:**

- 24 1. Defendants/Counterclaimants Counterclaim on file herein fails to
- 25 state a claim against the answering counter-defendant upon which relief can be granted

1                                2.     Plaintiff/Counter-defendant alleges that  
2 Defendants/Counterclaimants are estopped from pursuing any Counterclaim against the Plaintiff.

3                                3.     Any Counterclaim of the Defendant/Counterclaimants is barred by  
4 laches of Defendants/Counterclaimants in pursuing such claim

5                                4.     Defendants/Counterclaimants, with full knowledge of the facts  
6 connected with, or relating to the transaction alleged I the Complaint, ratified and confirmed on  
7 all aspects, those actions of the Plaintiff/Counter-defendant, by actions of the  
8 Defendants/Counterclaimants accepting and retaining, the benefits produced from said acts.

9                                5.     There exists no privity in contract between certain  
10 Defendants/Counterclaimants and the Plaintiff/Counter-defendant, the allegations contained in  
11 the Defendants/Counterclaimants Counterclaim which are based on an express of implied  
12 contract are, therefore barred as to Certain Defendants/Counterclaimants and the  
13 Plaintiff/Counter-defendant because of lack of said privity of contract.

14                                6.     Plaintiff/Counter-defendant intends to rely upon the defense of  
15  
16 mutuality.

17                                7.     Plaintiff/Counter-defendant intends to rely upon the defense of  
18 unclean hands.

19                                8.     Plaintiff/Counter-defendant intends to rely upon the defense of  
20 frustration of purpose.

21                                9.     All possible affirmative defenses may not have been alleged here  
22 insofar as sufficient facts were not available after reasonable inquiry upon filing of this Case  
23 Conference Report. Therefore Plaintiff/Counter-defendant reserves its right to amend its Answer  
24 to allege additional affirmative defenses and claims, counter-claims, cross-claims or third party  
25 claims, as applicable, upon further investigation and discovery.

**Defendants Defenses:**

1. Plaintiff's Complaint on file herein fails to state a claim against the answering Defendant upon which relief can be granted.

2. Defendants allege Plaintiff is estopped from pursuing any claim against Defendants.

3. Plaintiff fails to commence an action in this matter within the periods of limitation as prescribed in N.R.S. 11.190 et seq., and this action is barred by the statute of limitations and no recovery may be made.

4. Any claim if Plaintiff is barred by the laches of Plaintiff in pursuing such claim.

5. There exists no privity of contract between Plaintiff and certain Defendants, and the allegation in the Plaintiff's Complaint which are based on an expressed or implied contract are, therefore, barred as to certain Defendants because of lack of said privity of contract.

6. Defendants allege that at all times relevant hereto the alleged agreement entered into between the Plaintiff and the Defendants would be unenforceable and in violation of the statute of frauds and therefore void.

7. Defendants allege that at all times and place alleged in the Complaint, there was no consideration for the contract Plaintiff now claims is breached.

8. Defendants allege that Plaintiff has waived any right-of-recovery from Defendants.

9. Defendants intend to rely upon the defense of Plaintiff's failure to mitigate damages.

10. Defendants intend to rely upon the defense of unclean hands.

1                    11. Defendants intend to rely upon the defense of Plaintiff's bad faith  
2 and/or Plaintiff's breach of the covenant of good faith and fair dealing.

3                    12. Defendant intends to assert his own good faith as a defense.

4                    13. Defendants intent to rely upon the defense of knowledge and  
5 acquiescence.

6                    14. Defendants intend to rely upon the defense of Plaintiff's consent.

7  
8                    **III.**

9                    **LIST OF ALL DOCUMENTS, DATA COMPIATIONS AND TANGIBLE THINGS IN**  
10                    **THE POSSESSION, CUSTODY OR CONTROL OF EACH PARTY WHICH WERE**  
11                    **IDENTIFIED OR PROVIDED AT THE EARLY CASE CONFERENCE OR AS A**  
12                    **RESULT THEREOF: [16.1(a)(1)(B) and 16.1(c)(4)]**

13                    **A. Plaintiff**

14                    Please see Plaintiff's "Amended Pre-Trial Disclosure List" attached hereto as  
15 Exhibit "A" without exhibits.

16                    Plaintiff reserves the right to amend, add or delete documents from their list of  
17 documents as discovery progresses.

18                    **B. Defendants**

19                    Please see Defendants' NRCP 16.1 Disclosure Statement attached hereto as  
20 Exhibit "B" without exhibits

21                    Defendants' reserves the right to amend, add or delete documents from their list of  
22 documents as discovery progresses.

23  
24                    **IV.**

25                    **LIST OF PERSONS IDENTIFIED BY EACH PARTY AS LIKELY TO HAVE**

**INFORMATION DISCOVERABLE UNDER RULE 26(b), INCLUDING**  
**IMPEACHMENT OF REBUTAL WITNESSES: [16.1(a)(1)(A) and 16.1(c)(3)]**

**A. Plaintiff:**

Please see Plaintiff's "Amended Pre-Trial Disclosures List" attached hereto as Exhibit "A" without exhibits.

Plaintiff reserves the right to amend, add or delete any witnesses from his list of witnesses as discovery progresses.

**B. Defendants:**

Please see Defendants' 16.1 Initial Disclosure of Witnesses attached hereto as Exhibit "B" without exhibits.

Defendants reserve the right to amend, add or delete any witnesses from his list of witnesses as discovery progresses.

**V.**

**DISCOVERY PLAN [16.1(b)(2) and 16.1(c)(2)]**

**A. What changes, if any, should be made in the timing, form or requirements for disclosures under 16.1(a)**

- |    |                   |      |
|----|-------------------|------|
| 1. | Plaintiff's view: | None |
| 2. | Defendants' view: | None |

When disclosures under 16.1(a)(1) were made or will be made:

1. Plaintiffs' Initial disclosures: April 19, 2019
2. Defendants' Initial disclosures: April 18, 2019

**B. Subject on which discovery may be needed:**

1. Plaintiffs' view: Facts of the case, liability, and damages as

1 to the Plaintiff/Counter-defendant and as to each to Defendant/Counterclaimant.

2 2. Defendants' view: Facts of the case, liability and damages as to  
3 each defendant and as to counterdefendant

4 **C. Should discovery be conducted in phases or limited to or focused upon**  
5 **particular issues?**

6 1. Plaintiff's view: None

7 2. Defendants' view: None

8 **D. What changes, if any, should be made in limitations on discovery**  
9 **imposed under these rules and what, if any, other limitations should be imposed?**

10 1. Plaintiff's view: None

11 2. Defendants' view: None

12 **E. What, if any, other orders should be entered by court under Rule**  
13 **26(c) or Rule 16(b) and (c):**

14 1. Plaintiff's view: None at this time

15 2. Defendants' view: None at this time

16 **F. Estimated time for trial:**

17 1. Plaintiff's view: 2-3 days

18 2. Defendants' view: 2-3 days

19  
20 **VI.**

21 **DISCOVERY AND MOTION DATES [16.1(c)(5)-(8)]**

22 **A. Dates agreed by the parties:**

23 1. Close of discovery: Friday, November 22, 2019

24 2. Final date to file motions, amend pleadings or add parties (without a  
25 further Court Order): Friday, August 16, 2019

1 3. Final dates for expert disclosures:

2 i. Initial disclosure: Friday, August 16, 2019

3 ii. Rebuttal disclosure: Friday, September 13, 2019

4 4. Final date to file dispositive motions: Friday December 20, 2019

5 VII.

6 **JURY DEMAND [16.1(a)(1)]**

7 A jury demand has been filed: Yes

8 VIII.

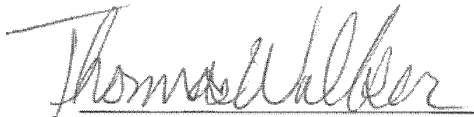
9 **INITIAL DISCLOSURES/OBJECTIONS [16.1(a)(1)]**

10 If a party objects during the Early Case Conference that initial disclosures are not  
11 appropriate in the circumstances of this case, those objections must be stated herein. The Court  
12 shall determine what disclosures, if any, are to be made and shall set the time for such disclosure.

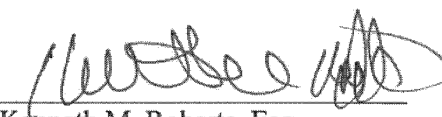
13 This report is signed in accordance with Rule 26(g)(1) of the Nevada Rules of  
14 Civil Procedure. Each signature constitutes a certification that to the best of the signer's  
15 knowledge, information and belief, formed after a reasonable inquiry, the disclosures made by  
16 the signer are complete and correct as of this time.

17 Parties have attempted settlement discussions in accordance with the  
18 requirements.

19 Dated: this 2<sup>nd</sup> day of July, 2019

20   
21 Thomas Walker  
Plaintiff, In Proper Person

22 Dated: this 19<sup>th</sup> day of July, 2019

23   
24 Kenneth M. Roberts, Esq.  
Dempsey Roberts & Smith, Ltd.  
25 Attorney for Defendants




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**DEMPSEY, ROBERTS & SMITH, LTD.**  
ATTN KENNETH M. ROBERTS, ESQ. &  
ATTN DAVID E. KRAWCZYK, ESQ.  
1130 Wigwam Parkway,  
Henderson, Nevada 89074

Thomas Walker

Thomas Walker  
6253 Rocky Mountain Avenue  
Las Vegas, Nevada 89156  
(702)619-1256  
twalkercivil3@gmail.com  
Plaintiff  
*In Proper Person*



1 NOH  
2  
3

4 DISTRICT COURT  
5 CLARK COUNTY, NEVADA  
6

7 THOMAS WALKER, ET AL;

8 Plaintiff(s),

9 v.  
10

11 FLOYD GRIMES; ET AL,

12 Defendant(s).  
13

CASE NO. A-18-783375-C

DEPT. NO. XXXI

HEARING DATE: AUGUST 13, 2019

HEARING TIME: 10:30 a.m.  
14

15 **MANDATORY RULE 16 PRE-TRIAL SCHEDULING CONFERENCE ORDER**  
16

17 This ORDER ("Order") is entered *inter alia* to assist in expediting disposition of  
18 the action; establishing early and continuing control so that the case will not be  
19 protracted because of lack of management; discouraging wasteful pretrial activities;  
20 improving the quality of the trial through more thorough preparation; and facilitating  
21 settlement. (See, NRCP 16(a)(1-5)). This Order may be amended or modified by the  
22 Court upon good cause shown, and is made subject to any Orders that have  
23 heretofore been entered herein. After the conclusion of the Pre-Trial Scheduling  
24 Conference, a Scheduling Order and Order Setting Civil Jury/Non-Jury Trial Order  
25 will issue from Department 31 pursuant to NRCP 16(b).  
26  
27  
28

JOANNA S. KISHNER  
DISTRICT JUDGE  
DEPARTMENT XXXI  
LAS VEGAS, NEVADA 89155

1           **IT IS HEREBY ORDERED:**

2  
3           **A.**     A mandatory Rule 16 Pre-Trial Scheduling Conference, with the Court  
4 and counsel/parties in proper person, will be held on **TUESDAY, AUGUST 13, 2019,**  
5 **at 10:30 a.m.** in Department XXXI, **Courtroom 12B**, located in the Regional Justice  
6 Center, 200 Lewis Ave., Las Vegas, NV 89101.

7           **B.**     At least 10 days prior to the Rule 16 Pre-Trial Scheduling Conference,  
8 the served parties are ORDERED to ensure that they have timely provided all  
9 applicable items required pursuant to NRCP 16.1(a). **This provision does not**  
10 **implicitly or explicitly extend the time for disclosure and ensures that the**  
11 **Conference is not delayed due to a party inadvertently not providing its**  
12 **required disclosures timely.** These items include-but are not limited to:

- 13  
14           (1) A signed medical release for each medical provider seen by the Plaintiff for  
15 the injuries asserted in the complaint, if applicable.  
16  
17           (2) A copy of the declaration page of **every** insurance policy which **might** offer  
18 coverage for the alleged injury/damage, if applicable.  
19  
20           (3) An itemized list of damages known to date.  
21  
22           (4) The name and, if known, the address and telephone number of each  
23 individual to have information discoverable under Rule 26(b) including for  
24 impeachment or rebuttal, identifying the subjects of the information.

25           **C.**     **The following persons are required to attend the conference:**

- 26           (1)     When a party is represented, **trial or lead counsel for that**  
27 **party must appear.** When determining who that counsel is for represented parties,  
28 that individual must be authorized "to make stipulations and admissions about all  
matters that can reasonably be anticipated for discussion at a pretrial conference."  
(NRCP 16(c)(1)). When an individual is representing himself or herself, he or she

1 must be present at the Conference.

2 (2) Parties and/or their representative(s) (including insureds, if  
3 applicable) may also be required to be present at the Conference if either the Court  
4 or counsel feels that his/her/their attendance would be beneficial. If all counsel  
5 stipulate to the attendance of parties and/or their representatives, please contact the  
6 department, in writing via fax, with a minimum of three (3) agreed-upon dates and  
7 times to schedule a telephonic conference call with the Court for a determination.

8 The conference call must be scheduled at least one week prior to the Pre-Trial  
9 Scheduling Conference date. If the Court deems it necessary to have the parties  
10 and/or their representatives appear, the Court will notify counsel and will determine  
11 whether it is necessary to have the parties appear in person, or whether it will be  
12 appropriate to have the parties be reasonably available via telephone or audio visual  
13 means.

14 D. Each attorney (and party or pro se litigant as applicable) participating  
15 should be familiar with, and prepared to discuss, all of the issues set forth in NRCP  
16 16. In addition, the following is a generalized listing of the goals that Pre-Trial  
17 Scheduling Conferences are to accomplish. Counsel, pro se litigants, and parties are  
18 to ensure that they are able to discuss, make determinations, and enter into  
19 stipulations regarding each of the following as they relate to their claims/case. If  
20 there are additional issues that are not listed below, it is counsel and/or the litigant's  
21 obligation to bring the issue(s) to the attention of the Court so it/they can be  
22 addressed.

- 23 1. Timely Outstanding objections raised by any party in a NRCP 16.1(c)  
24 report;
- 25 2. What form of alternative dispute resolution is appropriate for the case,  
26 including if there are identifiable discovery matters that need to be  
27

undertaken before the parties can enter into a meaningful settlement conference or mediation;

3. Have the parties discussed the cost of litigation vs. resolution. Determine a deadline by which a settlement conference/mediation shall be undertaken if appropriate;
4. Simplification of issues;
5. Any special case management procedures appropriate to this case; e.g jurisdictional discovery issues, bifurcation issues, proceedings in other forums, related/consolidated cases, complex issues requiring the appointment of a Special Master or a receiver;
6. An estimate of the volume of documents and/or electronic information likely to be the subject of discovery in the case, and methods to render document discovery more manageable at an acceptable cost; identify any and all document retention/destruction policies including electronic data; and, whether confidentiality agreements are needed;
7. A summary of discovery conducted and the nature and timing of remaining discovery; identify any unusual issues that may impact discovery including, but not limited to: a) whether the number of depositions will exceed those allowed under the rules or the time period allowed under the rules; b) what is Plaintiff's present medical status (if a personal injury matter) as it relates to ongoing treatment for timing of discovery and trial;
8. Determine the contents of the NRCP 16(b) Order applicable to the instant case, as well as other Pre-Trial and trial-related dates (i.e Pre-Trial/Trial Settling Conference, Calendar Call, and Trial Stack (or Firm Trial if applicable) as well as the need for additional Pre-Trial Conferences as defined by NRCP 16(b). This includes *inter alia*: time to join other parties, date to amend the pleadings, date to complete discovery, dispositive motion cut-off, Motion in Limine cut-off, as well as additional Pre-Trial Conferences;
9. Trial Setting - Determine if there are there any unique trial issues the parties are already aware of such as: witness issues, including parties or witnesses who are serving in the military living overseas; the need for an interpreter; or the need for an accommodation; **and estimated days needed for trial**;
10. Any other matters that may aid in the prompt disposition and resolution of this action.

E. Plaintiff should also be prepared to address whether all Defendants have been served; and, if not, what is the status of service. The Plaintiff is responsible for serving a copy of this Order upon counsel for all parties who it may have served after this Order was filed.

**F. SANCTIONS - NRCP 16(f) “on motion or on its own, the court may issue any just orders, including those authorized by rule 37(b)(1), if a party or its attorney: (A) fails to appear at a scheduling or other Pre-Trial Conference; (B) is substantially unprepared to participate—or does not participate in good faith—in the conference; or, (C) fails to obey a scheduling or other pretrial order.”**

**G.** If the case is settled, counsel for the Plaintiff, and each unrepresented Plaintiff of record, shall notify the District Court Judge within twenty-four (24) hours of the settlement and shall advise the Court of the identity of the party or parties who will prepare and present the Judgment, Dismissal, or Stipulation of Dismissal, which shall be presented within thirty (30) days of the notification of settlement.

**H. A courtesy copy of the Joint Case Conference Report/Individual Case Conference Report must be provided to the Court, by the filing party, no less than five (5) days before the scheduled Rule 16 Pre-Trial Scheduling Conference.**

**DATED this 23<sup>rd</sup> day of July, 2019**

Joanna S Kishner

**JOANNA S. KISHNER**  
**DISTRICT COURT JUDGE**

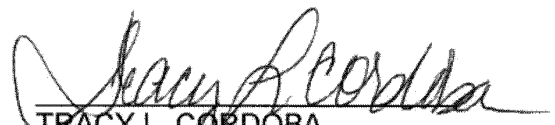
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**CERTIFICATE OF SERVICE**

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:

**THOMAS WALKER**  
**2653 ROCKY MOUNTAIN AVENUE**  
**LAS VEGAS, NV 89156**

**KENNETH M. ROBERTS, ESQ.**  
**DAVID E. KRAWCZYK, ESQ.**  
**DEMPSEY ROBERTS & SMITH**

  
**TRACY L. CORDOBA**  
Judicial Executive Assistant



1 **SCHTO**

2  
3  
4 **DISTRICT COURT**  
5 **CLARK COUNTY, NEVADA**

6  
7 **THOMAS WALKER, ET AL.;**

8 **Plaintiff(s),**

**CASE NO. A-18-783375-C**

9  
10 **v.**

**DEPT NO. XXXI**

11 **FLOYD GRIMES, ET AL.;**

12 **Defendant(s).**

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

17 **Counsel representing all parties, and after consideration by the Court,**

18 **IT IS HEREBY ORDERED THAT THE PARTIES WILL COMPLY WITH THE**

19 **FOLLOWING DEADLINES:**

- 20 1. All parties shall complete discovery on or before: **NOVEMBER 22,**  
21 **2019.**
- 22 2. All parties shall file motions to amend pleadings or add parties on or  
23 before: **AUGUST 16, 2019.**
- 24 3. All parties shall make initial expert disclosures pursuant to N.R.C.P.  
25 16.1(a)(2) on or before: **AUGUST 16, 2019.**
- 26 4. All parties shall make rebuttal expert disclosures pursuant to N.R.C.P.  
27 16.1(a)(2) on or before: **SEPTEMBER 13, 2019.**



1           5.       All parties shall file dispositive motions on or before: **DECEMBER 20,**  
2 **2019.**

3           6.       All Motions in Limine must be in writing and filed no later than:  
4 **JANUARY 21, 2020. Orders shortening time will not be signed except in**  
5 **extreme emergencies.**

6           7.       Settlement conference/mediation has not been ordered by the Court

7           8.       Other applicable date(s) agreed to by parties needed: A Status Check  
8 on this matter has been scheduled for **NOVEMBER 12, 2019 at 9:00 a.m.**

9           9.       Estimated days needed for trial: **2-3 DAYS.**

10  
11  
12 **IT IS HEREBY FURTHER ORDERED THAT:**

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

16           B.       Pre-Trial/Trial Setting Conference - A Pre-Trial/Trial Setting  
17 Conference will be held on **FEBRUARY 13, 2020**, beginning at **10:15 a.m.** **The**  
18 **designated trial attorney(s), and/or parties in proper person, must be present,**  
19 **in person, for the Pre-Trial/Trial Setting Conference and must be prepared to**  
20 **state when they are available within the stack to commence trial.**

21           C.       Calendar Call/Final Pre-Trial Conference - A Calendar Call/Final  
22 Pre-Trial Conference will be held on **MARCH 10, 2020**, beginning at **9:00 a.m.** In  
23 accordance with EDCR 2.69, **unless otherwise ordered by the Court, the parties**  
24 **must bring to Calendar Call/Final Pre-Trial Conference the following:**

- 25  
26           (1) Typed exhibit lists; with all stipulated exhibits marked;  
27           (2) All exhibits marked by counsel for identification purposes;  
28           (3) Jury instructions in two groups, unopposed and opposed;

- (4) Proposed forms of Verdict
- (5) Proposed voir dire questions;
- (6) List of depositions and the depositions that each party intends to use;
- (7) List of equipment needed for trial, including audiovisual equipment;<sup>1</sup> and,
- (8) Courtesy copies of any legal briefs on trial issues.

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

**D. Status Check** – A Status Check has been set for **NOVEMBER 12, 2019, at 9:00 a.m.** Parties are to appear to discuss the current status of the case.

**E. Pre-Trial Memorandum** – The Joint/Individual Pre-Trial Memorandum(a) must be filed no later than 4:00 p.m., on **MARCH 2, 2020**, with a courtesy copy delivered to Department XXXI upon filing. All parties, (attorneys and parties in proper person) **MUST comply** with **ALL REQUIREMENTS** of E.D.C.R. 2.67, 2.68, and 2.69.

Counsel must include in the Memorandum(a): an identification of Orders on all Motions in Limine or Motions for Partial Summary Judgment previously made, a summary of any anticipated legal issues remaining, and a brief summary of the

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<sup>1</sup>If counsel anticipates the need for special electronic equipment during the trial, a request must 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](mailto:courthelpdesk@clarkcountycourts.us)

1 opinions to be offered by any witness to be called to offer opinion testimony as well  
2 as any objections to the opinion testimony.

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

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


12       Counsel is required to advise the Court immediately, in writing, if the case  
13 settles or is otherwise resolved prior to trial. A stipulation which terminates a case  
14 by dismissal shall indicate any date(s) to be vacated.  
15

16  
17                                   DATED this   13<sup>th</sup>   day of   August, 2019  
18

19                                     
20                                   JOANNA S. KISHNER  
21                                   DISTRICT COURT JUDGE  
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THOMAS WALKER  
6253 ROCKY MOUNTAIN AVENUE  
LAS VEGAS, NV 89156

  
TRACY L. CORDOBA-WHEELER  
Judicial Executive Assistant

5

*Steven D. Grierson*

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

**APPL**

**KENNETH M. ROBERTS, ESQ.**

State Bar No. 04729

**DAVID E. KRAWCZYK, ESQ.**

State Bar No. 12423

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(702) 388-1216 (tel.)

(702) 388-2514 (fax)

kenroberts@drsltd.com

davidk@drsltd.com

Attorneys for Defendants/

Counterclaimants

**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,

Defendant.

CASE NO.

A-18-783375-C

Dept. No.: XXXI

**HEARING REQUESTED**

FLOYD WAYNE GRIMES, an individual, JALEE  
ARNONE, an individual,

1 Counterclaimants, )  
2 )  
3 vs. )  
4 THOMAS WALKER, an individual, DOES 1 through )  
5 10, ROE ENTITIES 11 through 20, inclusive, )  
6 Counterdefendants. )  
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**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 move this Court 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. This application is made and based on all documents on file with the Court in this matter, the points and authorities and exhibits that follow, the affidavit of Floyd Grimes (Exhibit 1) and Jalee Arnone (Exhibit 2) and any argument or evidence that the Court may receive at the hearing on this motion.

## POINTS AND AUTHORITIES

### **I. FACTUAL BACKGROUND**

In early 2005, counterdefendant THOMAS WALKER approached counterclaimant, FLOYD GRIMES, regarding the possibility of WALKER purchasing from FLOYD GRIMES a certain mobile home, and the mobile home lot herein described, said property titled in the name of FLOYD WAYNE GRIMES at the time of the discussions. Counterclaimant FLOYD GRIMES discussed with counterdefendant the basic concept of counterclaimant FLOYD GRIMES selling and counterdefendant purchasing the subject property, legally described as a 1969 Newport single wide home, serial number S1888 and the mobile home lot located at 6253 Rocky Mountain Avenue, Las Vegas, NV 89156.<sup>1</sup> The purchase price discussed was \$69,000 with said purchase price to be paid in a yet to be described series of payments including 11% interest over approximately 30 years.

By oral agreement between counterdefendant and counterclaimant FLOYD GRIMES, and in anticipation of the potential sale, to be documented by a real estate sales contract, counterclaimant FLOYD GRIMES allowed counterdefendant WALKER to begin residing in the subject property as a tenant and that counterdefendant WALKER would pay monthly rent. In approximately early

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1. Parcel # 140-15-414-070; SUNRISE TRLR EST UNIT #5B PLAT BOOK 11  
PAGE 83 LOT 27 BLOCK 1;

1 February 2005, in order to consummate the purchase and sale of said property,  
2 counterclaimant FLOYD GRIMES provided to counterdefendant WALKER a draft  
3 document entitled "CONTRACT OF SALE." (See Exhibit 3) Upon receiving the  
4 draft CONTRACT OF SALE, counterdefendant WALKER commented that he  
5 would like time to have his mother and her attorney review said document.  
6 Counterdefendant WALKER never signed the draft contract nor responded to  
7 Counterclaimant GRIMES regarding purchasing said property. Instead, without  
8 signing the CONTRACT OF SALE, counterdefendant WALKER continued to  
9 reside in the subject mobile home as a tenant, and he continues to this date to  
10 occupy said residence.

11 During counterdefendant's tendency of said residence, for the period 2005  
12 through April, 2015, at various times counterdefendant failed to pay the monthly  
13 rent<sup>2</sup>. By approximately October 2015, counterdefendant had completely ceased  
14 paying any monthly rent. On or about November 1, 2015 when counterdefendant  
15 again failed to pay the monthly rent, counterclaimant FLOYD GRIMES filed for  
16 summary eviction in Las Vegas Justice Court.

17 At the hearing regarding said summary eviction, the Justice of Peace  
18 denied the summary eviction apparently based on counterdefendant's assertion  
19 that he had an ownership interest in the subject property.

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28 2. See attached Exhibit 4 which shows a copy of the April 15, 2015 receipt  
documenting the last payment of monthly rent known to have been made by  
Counterdefendant Walker.



1 On or about February 11, 2016 counterclaimant FLOYD GRIMES  
2 transferred ownership of said property to the WBG Trust.  
3

4 On or about August 2018, trustees FLOYD GRIMES and ELIZABETH  
5 GRIMES transferred ownership of said property to JALEE ARNONE.  
6

7 On three additional occasions during the years 2016, 2017 and 2018,  
8 counterclaimants again attempted summary eviction of counterdefendant from  
9 said premises. At each hearing regarding said summary eviction, the Justice of  
10 Peace denied the summary eviction apparently based on counterdefendant's  
11 assertion that he had an ownership interest in said property.  
12  
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## 15 II. LEGAL ARGUMENT

16 NRS 40.300 states in pertinent part as follows:  
17  
18 . . . .

19 3. At any time after the filing of the complaint and issuance of  
20 summons, the court, upon application therefore, may issue a  
21 temporary writ of restitution; provided:

22 (a) that the temporary writ of restitution shall not issue ex parte  
23 but only after the issuance and service of an order to show cause  
24 why a temporary writ of restitution shall not be issued and after the  
25 defendant has been given an opportunity to oppose the issuance of  
26 the temporary writ of restitution.

27 (b) that the temporary writ of restitution shall not issue until the  
28 court has had an opportunity to ascertain the facts sufficiently to  
enable it to estimate the probable loss to the defendant and fix the  
amount of a bond to indemnify the party or parties against whom the  
temporary writ may be issued.

1 (c) that the temporary writ of restitution shall not issue until  
2 there has been filed with the approval of the court a good and  
3 sufficient bond of indemnification in the amount fixed by the court.

4  
5 As stated above, counterdefendant WALKER has remained in the subject  
6 property since October 2015 without paying any rent to the owner of the property.  
7 Counterdefendant's actions constitute an unlawful detainer<sup>3</sup>.

8  
9 Counterclaimants FLOYD GRIMES and JALEE ARNONE enjoy a high  
10 probability of success on the merits of its lawsuit because:

11 1. There is no contract in writing for the sale of the subject property and,

12 2. The Nevada Statute of Fraud, NRS 111.210, requires that "[e]very  
13 contract for the leasing for a longer period than 1 year, or for the sale of any  
14 lands, or any interest in lands, shall be void unless the contract, or some note or  
15 memorandum thereof, expressing the consideration, be in writing, and be  
16 subscribed by the party (or lawfully authorized agent) by whom the lease or sale  
17 is to be made."  
18  
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21 Counterdefendant's action of remaining in the property as a holdover tenant  
22 not paying rent, if permitted to continue, will render any final judgment in this  
23  
24

25  
26 

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 See NRS 40.250. A tenant of real property or a mobile home for a term less than  
27 life is guilty of an unlawful detainer when the tenant continues in possession, in person  
28 or by subtenant, of the property or mobile home or any part thereof, after the expiration  
29 of the term for which it is let to the tenant. In all cases where real property is leased for a  
30 specified term or period, or by express or implied contract, whether written or parole, the  
tendency terminates without notice at the expiration of the specified term or period.

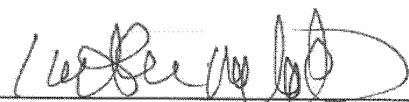
1 matter ineffective. Counterdefendant has not paid a dollar of rent since October  
2  
3 2015, a period of nearly four years.

4  
5  
6 **IV. CONCLUSION**

7 Counterclaimant Jalee Arnone requests pursuant to NRS 40.300 paragraph  
8 3. that an Order to Show Cause be issued by this Court requiring the  
9 Counterdefendant to show cause, if he can, why this Court should not issue a  
10 Temporary Writ of Restitution requiring Counterdefendant to:  
11

- 12 a. Remove himself and his possessions from the subject residence and leave  
13 the property in a clean and well maintained condition, or  
14  
15 b. In the alternative, pay rent in the amount of \$700.00 per month to  
16 Counterclaimant JALEE ARNONE or to the court and maintain said  
17 property in a clean and well maintained condition until the final adjudication  
18 regarding the ownership of he property,  
19

20  
21 DATED Sept 9, 2019.

22   
23 KENNETH M. ROBERTS, ESQ.  
24  
25  
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27  
28

**EXHIBIT 1**

AFFIDAVIT OF FLOYD GRIMES

STATE OF NEVADA )  
 ) ss:  
COUNTY OF CLARK )

I, FLOYD GRIMES, being first duly sworn, do hereby swear (or affirm) under penalty of perjury, that the following assertions are true of my own personal knowledge:

1. In early 2005, Thomas Walker approached me regarding the possibility of him purchasing from me a certain mobile home, and the mobile home lot on which the mobile home was located. At the time he approached me, I owned the mobile home and the lot on which it was located. I discussed with Mr. Walker the basic concept of me selling the mobile home and lot to Mr. Walker. The mobile home is a 1969 Newport single wide home, serial number S1888 and the mobile home lot is located at 6253 Rocky Mountain Avenue, Las Vegas, NV 89156. The purchase price discussed was \$69,000 with purchase price to be paid in a yet to be described series of payments plus 11% interest over approximately 30 years.
2. My daughter who helps manage my properties was friends with Mr. Walker and wanted to help him get in quickly and agreed to allow Mr.

Walker to move in as a tenant and he would have to work with me as the property owner on the terms and conditions of a purchase contract.

Within a few days I had drafted a real estate sales contract. In approximately early February 2005, in order to finalize the purchase and sale of said property, I provided to Mr. Walker a draft document entitled "CONTRACT OF SALE." Upon receiving the draft CONTRACT OF SALE, Mr. Walker commented that he would like time to have his mother and her attorney review said document. Mr. Walker didn't respond to the purchase agreement until years later when he demanded the deed be transferred to him. Without signing the CONTRACT OF SALE, Mr. Walker continued to reside in the subject mobile home as a tenant, and he continues to this date to occupy said residence.

3. During Mr. Walker's tendency of said residence, for the period 2005 through October, 2015, at various times Mr. Walker failed to pay the monthly rent. By approximately April 2015, Mr. Walker had completely ceased paying any monthly rent. On or about November 1, 2015 when Mr. Walker again failed to pay the monthly rent, I filed for summary eviction in Las Vegas Justice Court.
4. At the hearing regarding said summary eviction, the Justice of Peace denied the summary eviction apparently based on Mr. Walker's assertion that he had an ownership interest in the subject property.

5. On or about February 11, 2016 I transferred ownership of said property to the WBG Trust.
6. On three additional occasions during the years 2016, 2017 and 2018, we again attempted summary eviction of Mr. Walker from said premises. At each hearing regarding said summary eviction, the Justice of Peace denied the summary eviction apparently based on Mr. Walker's assertion that he had an ownership interest in said property.
7. On or about August 10, 2018, my wife and I as trustees of our trust transferred ownership of said property to JALEE ARNONE.

FURTHER YOUR AFFIANT SAYETH NOT.

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

Executed on 8/27/2018

(date)

Floyd James  
(signature)

## **EXHIBIT 2**



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

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I, JALEE ARNONE, being first duly sworn, do hereby swear (or affirm)  
under penalty of perjury, that the following assertions are true of my own  
personal knowledge:

1. On or about August 10, 2018 Floyd Grimes and his wife as trustees of the WBG Trust transferred ownership of a certain mobile home and the related mobile home lot to me. The property is commonly known as 6253 Rocky Mountain Avenue, Las Vegas, NV 89256 and is more properly described by Assessors Parcel Number 140-15-414-070.
2. On at least one occasion during 2018, I attempted summary eviction of Mr. Walker from said premises because of his failure to pay rent. By the end of November 2018, I was served a lawsuit by Mr. Walker detailing his assertion to claim of ownership of said property.
3. During the time I have been owner of the subject property, Mr. Walker has not paid me any rent.

1 4. As of the date of this affidavit, Mr. Walker continues to reside in the  
2  
3 subject residence without paying any rent.

4 FURTHER YOUR AFFIANT SAYETH NOT.

5 DATED this 23 day of July, 2019.  
6  
7

8 Pursuant NRS 53.045, I declare under penalty of perjury under the law  
9  
10 of the State of Nevada that the foregoing is true and correct.

11 Executed on 7/23/2019  
12 (date)  
13  
14

Jaleenone  
(signature)  
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## **EXHIBIT 3**

## CONTRACT OF SALE

This contract is entered into this \_\_\_\_th day of February, 2005, by and between Thomas Walker, hereinafter referred to as the Buyer, and Floyd W. Grimes and Victoria Jean Halsey, hereinafter referred to as the Seller.

Whereas the Seller is the owner of that certain real estate described as

SUNRISE TRLR EST UNIT #5B PLAT BOOK 11, PAGE 83 LOT 27, BLOCK 1, more commonly known as 6253 Rocky Mountain Ave, Las Vegas, NV 89115, and the 1969 Newport Mobile Home situated thereon, Serial #S1888.

And whereas, Seller desires to sell said property, and Buyer desires to purchase said property, now therefore it is mutually agreed by and between the parties as follows:

1. Seller, for and in consideration of the sum of \$69,000.00 to be paid as hereinafter described, does hereby agree to sell, convey and transfer to Buyer all of the Seller's right, title and interest to the above described property situated in Clark County, State of Nevada.
2. Buyer agrees to purchase said property for the price of \$69,000.00 to be paid as hereinafter described.
3. Buyer agrees to pay to the Seller for the Seller's equity, the sum of \$100 per month beginning on February 1, 2005 for 25 months until the down payment of \$2500 is paid, and to pay off the outstanding balance of \$66,500.00 at \$677.00 per month, with interest at the rate of 11% per annum, interest to begin upon execution of this contract. This payment will commence on the 15<sup>th</sup> of January, 2005. February 2005 payment is due February 15, 2005, (50% of \$677, or \$339.00) thereafter payments will be due the first of each month, until Seller's equity is fully retired, as computed by a 30 year amortization schedule.  
  
This payment of \$677.00 is comprised of principle and interest, and one/twelfth of the annual property taxes, which will be held by the Seller and paid when due. Insurance on the mobile home will be obtained and paid for by the Buyer, and proof of insurance provided to Seller.
4. Buyer agrees to pay all taxes, insurance and assessments of whatever nature arise against this property after the date of execution of this agreement.
5. Property is being sold as is, with no warranties expressed or implied.
6. The Buyer agrees that he will not transfer or assign his rights or obligations under this agreement or any interest therein, without the previous written consent obtained of the Seller, and that such assignment without consent shall render this contract null and void at the election of the Seller. Seller's equity must be paid off prior to Buyer selling or transferring the property to another party.
7. This note shall contain a late charge of Ten (10) percent of the total monthly payment if any monthly

installment is more than five (5) days late. In the event of a failure of the Buyer to make any of the payments called for herein, within 15 days of the due date, or perform any of his covenants and obligations, this contract shall be subject to forfeiture and termination or foreclosure at the option of the Seller, and the Buyer shall thereby, upon exercise of this option by Notice to the Buyer, forfeit all payments made by him on this contract, and such payments shall be retained by the Seller as liquidated damages by him sustained.

8. The Buyer agrees to pay to the Seller all costs and expenses, including attorney's fees, incurred by the Seller in any action or proceeding to which the Buyer shall be made a party by reason of being a party to this Agreement or in enforcing any of the covenants and provisions of this Agreement and such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by the Seller against the Buyer on or under this Agreement.

9. It is expressly agreed that the remedy of forfeiture herein given to the Seller shall not be exclusive of any other remedy at law or equity.

10. The time of payment shall be the essence of this contract and the agreements herein contained shall inure to and be obligatory upon the heirs, executors, and administrators and assigns of the respective parties.

11. It is agreed that after the Buyer has paid to the Seller the full principle amount of \$69,000.00 plus interest at the rate of 11%, plus property taxes, the Seller shall deliver to the Buyer title to these premises, and will execute any and all additional instruments necessary to convey the same. Escrow only at Buyer's expense.

12. Buyer agrees to maintain the property in good repair and appearance.

13. Buyer agrees that Seller shall not be liable for, and Buyer agrees to hold Seller harmless from any damage sustained or claimed by any person whomsoever, on or off the premises as a result of any condition now existing or hereafter created or permitted to exist on said premises, unless such conditions shall arise at the specific instance and initiative of the Seller.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_th day of February, 2005.

SELLER

BUYER

\_\_\_\_\_  
Floyd W. Grimes

\_\_\_\_\_  
Thomas J. Walker

\_\_\_\_\_  
Victoria Jean Halkey

**EXHIBIT 4**

PTW-028

16/16

RECEIPT	DATE	2-25-15	No.	232660
	RECEIVED FROM	TOM		\$ 700.00
	SEVEN hundred & no 00/100			DOLLARS
	FOR RENT	6253 Rocky Mt.		
	OF			
ACCOUNT		<input checked="" type="radio"/> CASH	FROM	TO
PAYMENT	700.00	<input type="radio"/> CHECK		
BAL. DUE		<input type="radio"/> MONEY ORDER	BY	

RECEIPT	DATE	4/5/15	No.	232661
	RECEIVED FROM	Jim		\$ 700.00
	Seven hundred and 00/100			DOLLARS
	FOR RENT	6253 Rocky Mtn.		
	OF			
ACCOUNT		<input checked="" type="radio"/> CASH	FROM	TO
PAYMENT		<input type="radio"/> CHECK		
BAL. DUE		<input type="radio"/> MONEY ORDER	BY	V. H. G. (LH)

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 Counterclaimants Jalee Arnone and Floyd Grimes' Application for Temporary Writ of Restitution in the above-entitled matter is set for hearing as follows:

**Date:** October 10, 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/ Marie Kramer  
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/ Marie Kramer  
Deputy Clerk of the Court



**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 Counterclaimants Jalee Arnone and Floyd Grimes' Application for Temporary Writ of Restitution in the above-entitled matter is set for hearing as follows:

**Date:** October 10, 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/ Marie Kramer  
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/ Marie Kramer  
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,

19 Defendants.

20 FLOYD WAYNE GRIMES, an individual,

21 Counterclaimant,

22 vs.

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

Counterdefendants.

CASE NO.: A-18-783375-C

DEPT. NO.: XXXI

**CERTIFICATE OF**  
**MAILING**

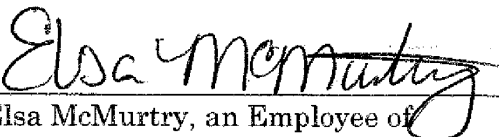
Dempsey, Robert & Smith, Ltd.  
1130 Wigwam Parkway, Henderson, NV 89074  
Tel 702-388-1216 Fax 702-388-2514 E-mail drs ltd@drs ltd.com

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

**CERTIFICATE OF MAILING**

I hereby certify that pursuant to Rule 5(b) of the NRCP, on the 10<sup>th</sup> day of September, 2019, I served a copy of the Counterclaimants Jalee Arnone and Floyd Grimes' Application for a Temporary Writ of Restitution and Notice of Hearing (issued by the Clerk of the Court) 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.

  
CLERK OF THE COURT

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

9 THOMAS WALKER

10 Plaintiff(s),

11 vs.

12 FLOYD WAYNE GRIMES, an individual, WBG  
13 TRUST, Floyd Grimes, and Elizabeth Grimes as  
Trustees, ELIZABETH GRIMES, an individual,  
14 VICTORIA JEAN HALSEY, an individual and as  
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

**Opposition to Defendant's/  
Counterclaimant's Motion  
For Application For  
Temporary Writ of  
Restitution**

17  
18 **OPPOSITION**

19 Comes Now Plaintiff/Counter-defendant THOMAS WALKER, *Pro Se* and  
20 hereby files this Opposition To Defendant's/Counterclaimant's Motion For Application For  
21 Temporary Writ of Restitution.

22 This Opposition is made and based upon the Points and Authorities attached herein, the  
23 pleadings, depositions, answers to interrogatories, an admissions on file, together with the  
affidavits if any and any oral argument which may be entertained at the time of the hearing on  
this matter.

CLERK OF THE COURT

OCT 18 2019

RECEIVED

1 **POINTS AND AUTHORITIES**

2 **STATEMENT OF FACTS**

3 On or about January 15, 2005, Plaintiff/Counter-defendant THOMAS WALKER  
4 hereinafter ("THOMAS") entered into a contract with the Counterclaimant FLOYD WAYNE  
5 GRIMES hereinafter ("GRIMES" or "counterclaimant") and defendant VICTORIA HALSEY  
6 hereinafter ("HALSEY" or "defendant"). Whereas, counterclaimant GRIMES and defendant  
7 HALSEY offered to sell, and for THOMAS to purchase, a mobile home and real property. The  
8 mobile home legally described as a; 1969 Newport singlewide mobile home Serial #S1888; and  
9 the real property where the mobile home is situated, located at 6253 Rocky Mountain Avenue,  
10 Las Vegas, Nevada 89156, legally described as follows:

11 SUNRISE TRLR EST UNIT#5B, PLAT BOOK 11 PAGE 83 LOT 27 BLOCK 1;  
12 hereinafter referred to as ("PROPERTY").

13 THOMAS, accepted counterclaimant GRIMES and defendant HALSEY'S offer to  
14 purchase the PROPERTY.

15 The parties then discussed the terms of the contract. Counterclaimant stated, he had paid  
16 \$25,000.00 for the PROPERTY, (See Exhibit 1) however, he bought the place to make a profit,  
17 not to break-even, Since THOMAS was a friend of the counterclaimant's daughter, that  
18 counterclaimant would sell the PROPERTY to THOMAS for \$69,000.00. THOMAS asked if the  
19 counterclaimant if the \$69,000.00 purchase price was inclusive of interest. Counterclaimant  
20 responded, stating yes. The parties then discussed the remainder of the terms of the contract for  
21 the sale of the PROPERTY and all parties agreed to the following:

- 22 1. the purchase price for the PROPERTY \$69,000.00, inclusive of interest and the  
23 down payment of \$2,500.00;  
24 2. paid in 95 payments, due on the first day of each month, to be paid directly to  
25 counterclaimant GRIMES or defendant HALSEY;

3. payments 1 through 25 in the amount of \$800.00, payments 26 through 70 in the amount of \$700.00;
4. \$100.00 from each of the payments 1 through 25 to be applied to satisfy the down payment of \$2,500.00 and the remaining \$700.00 of payments 1 through 25 to be applied to the remaining \$66,500.00, the unpaid balance of the purchase price;
5. payments 26 through 70 in the amount of \$700.00. All \$700.00 is to be applied to the unpaid balance of the purchase price;
6. title for the PROPERTY to remain in the name of counterclaimant until the purchase price is satisfied as paid in full;
7. upon receipt of the final payment counterclaimant would immediately convey the title for the PROPERTY to THOMAS;
8. water service, sewer service and trash service to remain in the name of counterclaimant until the title for the PROPERTY is conveyed to THOMAS;
9. counterclaimant pays the PROPERTY tax until the title for the PROPERTY is conveyed to THOMAS.

Counterclaimant and defendant notified THOMAS he could take physical possession of the residence and begin moving in on February 01, 2005, at which time the first monthly payment would be due.

THOMAS WALKER accepted counterclaimant's and defendant's offer and to confirm THOMAS had accepted said offer, THOMAS paid the amount of \$360 of the first monthly payment due February 01, 2005.

Defendant HALSEY accepted the payment from THOMAS and handed THOMAS a hand written contract. (See Exhibit 2) Defendant HALSEY stated the hand written contract would be replaced with a typed contract, which the counterclaimant or defendant would present

1 to THOMAS on February 01, 2005.

2 THOMAS took physical possession of the PROPERTY on February 01, 2005; however  
3 counterclaimant and defendant failed to appear and present a typed contract to THOMAS at that  
4 time.

5 On or about January 2007 defendant notified THOMAS he was required to pay an  
6 additional \$35.00 each month and this additional payment was for the water service, sewer  
7 service and trash service bills that were in the name of the counterclaimant GRIMES. THOMAS  
8 agreed to pay, and did paid an additional \$35 each month. THOMAS included it with his  
9 monthly payment for the purchase the PROPERTY.

10 On or about September 2012, THOMAS, attempted to contact GRIMES and after  
11 multiple attempts, THOMAS was contacted by the counterclaimant and instructed to meet the  
12 counterclaimant at the GIMES personal residence.

13 On or about November 29, 2012 THOMAS met with counterclaimant at GRIMES  
14 personal residence. THOMAS requested an account statement. THOMAS stated that he did not  
15 believe he had very much left to pay to satisfy the purchase price for the PROPERTY. THOMAS  
16 further stated, he had made an arrangement with his mother, who had agreed to loan him the  
17 money he needed, to pay the remaining unpaid balance of the purchase price, and receive  
18 conveyance of the title for the PROPERTY. THOMAS stated he needed to give his mother a  
19 copy of the account statement, so she would know how much money to loan THOMAS..

20 At that time counterclaimant FLOYD GRIMES and defendant ELIZABETH GRIMES  
21 provided THOMAS WALKER with 2 documents. The first document GRIMES handed to  
22 THOMAS was a typed contract (See Exhibit 3). The second document, defendant ELIZABETH  
23 GRIMES handed to THOMAS, this document was a 10 page computer print-out computer print-  
24 out of an amortized mortgage, generated using the internet website [www.bankrate.com](http://www.bankrate.com). (See  
25 Exhibit 4) THOMAS asked the counterclaimant what was the amount of the unpaid balance of

1 the purchase price. GRIMES informed THOMAS that he could locate the unpaid balance on the  
2 second document, next to the corresponding date of November 2012 in the column labeled  
3 balance

4 THOMAS referred to the document as he had been instructed to do, and next to  
5 November 2012 in the column labeled balance THOMAS saw the amount of \$63,517.07.

6 THOMAS stated he was in disbelief, excused himself, and left the counterclaimant's  
7 residence.

8 THOMAS returned home with the documents and after carefully reviewing both  
9 documents, THOMAS contacted the counterclaimant.

10 THOMAS informed counterclaimant that after reviewing both documents, he found that  
11 the typed contract contained modifications which included, the addition of interest, at an annual  
12 rate of 11%, for a term of 30 years, to the purchase price of the property. THOMAS stated, the  
13 purchase price was to be inclusive of interest and informed the counterclaimant that he had not  
14 approve any modifications. Counterclaimant stated, if THOMAS wanted to continue to purchase  
15 the property he would have to sign the typed contract. THOMAS stated, he would not sign the  
16 typed contract unless the counterclaimant removed the modifications. THOMAS stated he would  
17 continue purchasing the PROPERTY and continue to pay the monthly payments pursuant to the  
18 original 2005 contract. THOMAS notified the counterclaimant that he opposed any  
19 modifications to the contract. THOMAS remained in compliance with the 2005 contract.

20 On or about October 2015, THOMAS had still not received an account statement other  
21 than the aforementioned computer print-out. Since the computer print-out was inaccurate, those  
22 inaccuracies included interest at a rate of 11%, per annum, for a term of 30 years, the purchase  
23 price of \$67,000, and did not reflect one single monthly payment from February 2005 through  
24 November 2012 in the amount equal to the monthly payments paid by THOMAS during that  
25 time,



1 THOMAS calculated the unpaid balance he owed for the purchase price, by using the  
2 payment receipts he had received from the counterclaimant and the defendant, when THOMAS  
3 paid his monthly payments. In conclusion THOMAS calculated paying the counterclaimant and  
4 defendant a total sum of approximately \$91,756.00.

5 THOMAS contacted the counterclaimant and informed him that, THOMAS had fulfilled  
6 his obligations to the contract with the counterclaimant, THOMAS paid the purchase price of  
7 \$69,000.00, and incidentally overpaid \$21,756.00, to counterclaimant GRIMES and defendant  
8 HALSEY. THOMAS requested contract performance from GRIMES and demanded conveyance  
9 of the title for the PROPERTY. Counterclaimant GRIMES refused to convey the title for the  
10 PROPERTY and stated if THOMAS wanted to ever receive the title for the PROPERTY that he  
11 would have to sign the new contract, and continue to paying the monthly payments, and in  
12 another 15-20 years THOMAS could have it. THOMAS responded, informing GRIMES that he  
13 would not be bullied into paying any more money. That he already had done what he agreed to  
14 do, and the agreement was for \$69,000 total, which he had paid the counterclaimant \$90,000.  
15 THOMAS informed GRIMES if he continued to refuse to comply with the contract and remedy  
16 GRIMES breach of contract and convey the title for the PROPERTY, to THOMAS, THOMAS  
17 would seek legal action.

18 On or about November 01, 2015 THOMAS ceased making payments.

19 GRIMES and HALSEY retaliated by attempting to force THOMAS from the  
20 PROPERTY.

21 GRIMES served THOMAS WALKER with a Five Day Notice To Pay Rent Or Quit on  
22 November 23, 2015, December 02, 2015, February 04, 2016, a Thirty-Day "Unlawful Detainer"  
23 on April 27, 2017, and another Five Day Notice to Pay or Quit on June 02, 2017.

24 THOMAS attended a hearing for Summary Eviction on December 14, 2015. Defendant  
25 HALSEY was present and testified. Honorable Judge Bitu Khamisi heard the case. After

1 reviewing the evidence presented by THOMAS WALKER Judge Khamsi asked HALSEY if  
2 THOMAS WALKER had been paying \$800 per month. HALSEY answered, stating THOMAS  
3 did pay \$800 per month for the first couple of years to pay off the down payment. HASLEY  
4 stated that the monies paid by THOMAS were going towards the purchase of the home. The  
5 court found THOMAS has a real property interest of this home. Court found this matter is not  
6 appropriate for Summary Eviction. The court denied the Summary Eviction (See Exhibit 5).

7 THOMAS had to appear in court for Summary Eviction for 3 additional summary  
8 eviction hearings on the following dates: March 02, 2016, June 29, 2017, and on or about  
9 January 2018. At each of the hearings for Summary Eviction, the Court held: it agreed with the  
10 prior rulings on the case and the Court found that the case was not proper for Summary Eviction,  
11 and the Courts: denied Summary Eviction.

12 On February 11, 2016, GRIMES conveyed the title for the PROPERTY to the WBG  
13 Trust (See Exhibit 6).

14 On or about June 02, 2017 GRIMES retaliated again and discontinued the water service  
15 to the property, in yet another malicious attempt to force THOMAS from the PROPERTY.

16 On or about October 05, 2017 THOMAS sent 3 letters. THOMAS sent letter of demand,  
17 demanding Grimes convey the title for the PROPERTY to THOMAS, a breach of contract letter  
18 informing GRIMES he was in breach of contract for failure to perform his obligations to the  
19 contract, and to remedy the breach and return contract compliance within 14 days, and another  
20 letter regarding the interruption of essential services demanding GRIMES allow restoration of  
21 water service to the PROPERTY.

22 Grimes retaliated with his final filing for Summary Eviction and served THOMAS with  
23 another Five Day Notice To Pay or Quit and on October 10, 2018 and or about January 2018 the  
24 case was heard and summary eviction was denied.

25 On or about July 2018 THOMAS sent letters of demand to GRIMES and HALSEY

1 demanding conveyance of the title for the PROPERTY and stating failure respond would result  
2 in THOMAS immediate filing of a law suit. GRIMES and HALSEY failed to respond and  
3 instead retaliated and sold the PROPERTY for a second time.

4 On or about August 13, 2018 GRIMES sold the property to defendant/counterclaimant  
5 JALEE ARNONE (See Exhibit 7)

6 On October 24, 2018, THOMAS filed his Complaint and initiated a lawsuit.

7 On or about November 02, 2018 defendant/counterclaimant JALEE ARNONE served  
8 THOMAS with a Thirty-Day "No Cause" Notice. This was the first and only contact between  
9 THOMAS and defendant/counterclaimant JALEE ARNONE. On or about the end of November  
10 2018 defendants and counterclaimants were served with THOMAS's Complaint and Summons.  
11 Defendants and counterclaimants then retained the services of an attorney and filed their answer  
12 and countersuit. THOMAS was served the defendants Answer and Complaint/Countersuit. The  
13 defendant/Counterclaimant JALEE ARNONE has never had any verbal communication or  
14 written communication with THOMAS. THOMAS had never been notified of the  
15 counterclaimant GRIMES intended to sell the PROPERTY. Counterclaimant JALEE ARNONE  
16 had never notified THOMAS that she had intended to buy the PROPERTY or that she had  
17 bought the PROPERTY. THOMAS believes the PROPERTY had been sold for the second time  
18 to counterclaimant JALEE ARNONE fraudulently and that the counterclaimants GRIMES and  
19 JALEE ARNONE engaged in this fraudulent sale in an attempt to force THOMAS from the  
20 PROPERTY. THOMAS has evidence to prove all that he alleges and shall introduce all evidence  
21 at trial, in compliance with the court rules, or when at any time the court may request or require  
22 THOMAS to provide said evidence. THOMAS includes his affidavit in support of his  
23 opposition. (See Exhibit 8)

24 //

25 //

1 ISSUES

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

4 2. Is Counterclaimant JALEE ARNONE entitled to a Temporary Writ of Restitution  
5 pursuant to NRS 40.300?

6  
7 LEGAL ARGUMENT

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

10  
11 1. In order for a temporary writ of restitution to be granted, in an action for unlawful  
12 detainer action there can be no genuine issue of material fact. Temporary writ of restitution is a  
13 summary remedy. NRCP Rule 56(c) states, "The judgement sough shall be rendered forthwith if  
14 the pleadings, depositions, answers to interrogatories, an admissions on file, together with the  
15 affidavits, if any, show that there is no genuine issue as to any material fact and that the moving  
16 party is entitled to a judgement as a matter of law." In the case at bar there are genuine issues of  
17 material fact. The nature of the contract and the existence of a contact is a genuine issues of  
18 material fact. The alleged fraudulent sale of the PROPERTY to counterclaimant JALEE  
19 ARNONE is a genuine issue of material fact.

20 **NRS 40.310 Issue of fact to be tried by jury if proper demand made**

21 Whenever an issue of fact is presented by the pleadings, it shall be tried by a jury, if  
22 proper demand is made pursuant to the Nevada Rules of Civil Procedure or the Justice  
Court Rules of Civil Procedure.

23 THOMAS WALKER filed a proper demand for a jury trial, and a jury trial has been  
24 added to the March 16, 2019 trial stack.

25 //

1           2.     Is Counterclaimant JALEE ARNONE entitled to a Temporary Writ of Restitution  
2     pursuant to NRS 40.300?

3  
4           2.     If a party files a motion asking for relief pursuant to a specific statute, the moving  
5 party must have complied with the requirements of the specific statute under which it seeks to  
6 recover.

7 NRS 40.300(1)(2) states:

8           NRS 40.300   Contents of complaint; issuance and service of summons; temporary writ  
9 of restitution; notice, hearing and bond.

10           1.    The plaintiff in his or her complaint, which shall in writing, must set forth the  
11 facts on which the plaintiff seeks to recover, and describe the premises with  
12 reasonable certainty and may set forth therein any circumstances of fraud, force or  
13 violence which may have accompanied the alleged forcible entry, or forcible or  
14 unlawful detainer, and claim damages therefor, or compensation for the  
15 occupation of the premises or both. In case the unlawful detainer charged be after  
16 default in the payment of rent, the complaint must state the amount of such rent.

17           2.    The summons shall be issued and served as in other cases, but the court,  
18 judge or justice of the peace may shorten the time within which the defendant  
19 shall be required to appear and defend the action, in which case the officer or  
20 person serving the summons shall change the prescribed form thereof to conform to  
21 the time of service as ordered; but where publication is necessary the court shall  
22 direct publication for a period of not less than 1 week.

23           In this case, the counterclaimant JALEE ARNONE filed her motion for an Application  
24 for a Temporary Writ of Restitution pursuant to NRS 40.300(3); however, the counterclaimant  
25 fails to meet the statutory requirements of NRS 40.300 specifically NRS 40.300(1) which states  
in pertinent part, "In the case the unlawful detainer charged be after the default in the payments  
of rent, the complaint must state the amount of such rents." The counterclaimants Complaint/  
counterclaim fails to state the amount of such rent. NRS 40.300(2) which states in pertinent part,  
"The summons shall be issued and served as in other cases", the counterclaimants failed to serve  
THOMAS with a Summons.

1 **CONCLUSION**

2 The counterclaimants fail to meet the statutory requirements of NRS 40.300; therefore,  
3 counterclaimants are not entitled to an issuance of a temporary writ of restitution under NRS  
4 40.300, and for good cause shown, the court should deny the counterclaimants motion.

5 DATED this 9<sup>th</sup> day of October, 2019.

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

8 

9 \_\_\_\_\_ (signature)

10 Thomas Walker  
11 6253 Rocky Mountain Avenue  
12 Las Vegas, Nevada 89156  
13 (702) 619-1256  
14 twalkerb52@gmail.com  
15 Plaintiff, In Proper Person  
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**EXHIBIT 1**

APN: 140-15-414-070

When Recorded Mail Tax Statements To: *Return to:*  
GRIMES FLOYD W  
P.O. BOX 363614  
NO LAS VEGAS, NEVADA 89036

20040525-0002151  
Fee: \$15.00 RPT: \$127.50  
05/25/2004 09:27:39 T20040525130  
RAC: TREASURER CLARK COUNTY  
Francesca Deane  
Clark County Recorder Page: 3

**TREASURER ABSOLUTE DEED**  
[NRS 361.595 (4)]

This Deed, made this 30th day of April, 2004, between LAURA B. FITZPATRICK, County Treasurer, and Ex-Officio Trustee of the County of Clark, State of Nevada, party of the first part, and GRIMES FLOYD W., party of the second part.

WITNESSETH, That Whereas, the Board of County Commissioners of the County of Clark aforesaid, on December 23, 2003, made its order compelling the publication and sale of the real property hereinafter described; and

WHEREAS, pursuant to said order first party caused said real property to be advertised for sale by publication in a local newspaper for twenty consecutive days as required by law; and,

WHEREAS, on April 15, 2004, at the time and place designated in said notice of sale, the said first party did offer for sale all of the rights, title and interest of said Trustee, as aforesaid, in and to said real property to the highest bidder for cash; and,

WHEREAS, the said party of the first part has filed with the Clerk of said Board of County Commissioners a proper affidavit of publication of the notice of sale and made her duly verified return of said sale as required by law, which said affidavit and return are numbered ITEM 74 on December 23, 2003 of the records and files of the Clerk of said Board, to which reference is hereby made;

NOW, THEREFORE, The party of the first part, in consideration of the premises and the sum of \$25,000.00 to him in hand paid by the party of the second part, the receipt of which is hereby acknowledged, does by these presents remise, release and forever deed unto the party of the second part, his or her heirs and assigns forever, all the certain piece of land situated in the County of Clark, State of Nevada, described as follows: to wit:

Assessor Parcel Number 140-15-414-070

Legal Description  
SUNRISE TRLR EST UNIT #5E PLAT BOOK 11  
PAGE 83 LOT 27 BLOCK 1

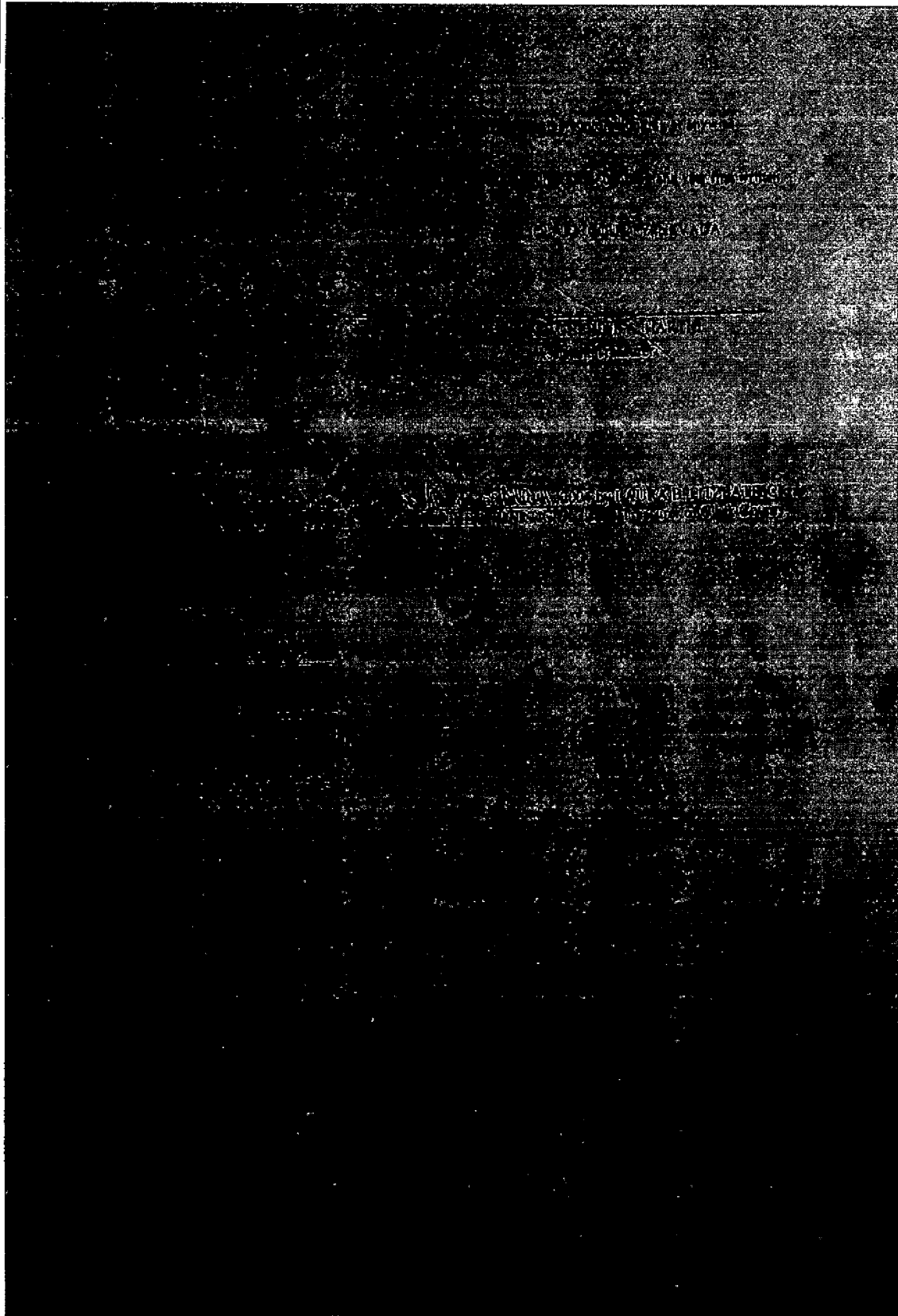
**Disclaimer:**

"This legal description was prepared from information of record, on file in the office of the Clark County Recorder. The citations included herein are to conveyance documents of record which have been mapped by the County for assessment purposes, pursuant to NRS 361.189. The assessment mapping graphically delineates the subject property.

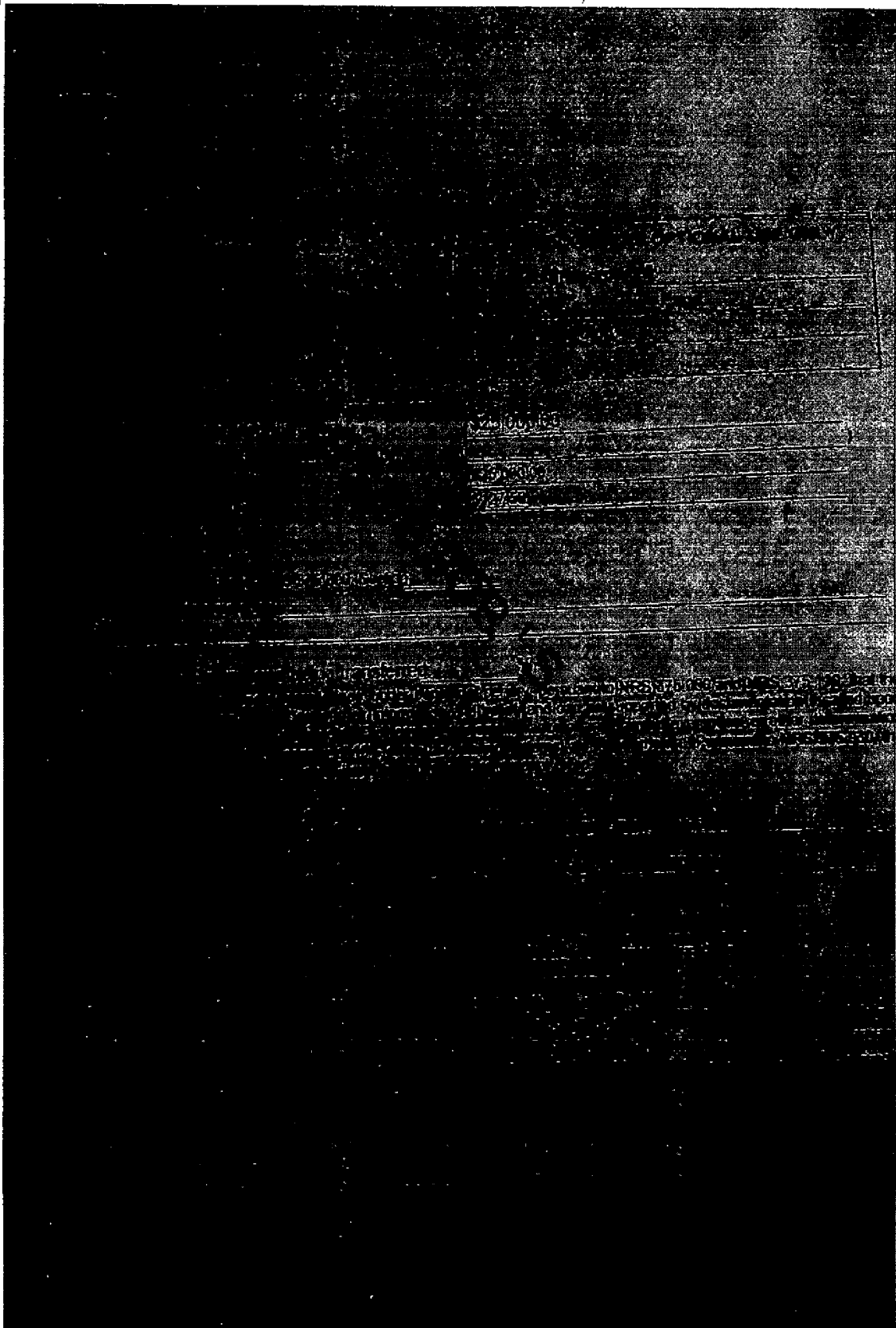
No liability is assumed for the accuracy, or the locatability of this property description, as it is not based on a survey performed by a professional land surveyor, licensed pursuant to NRS 625 of Nevada Statutes."



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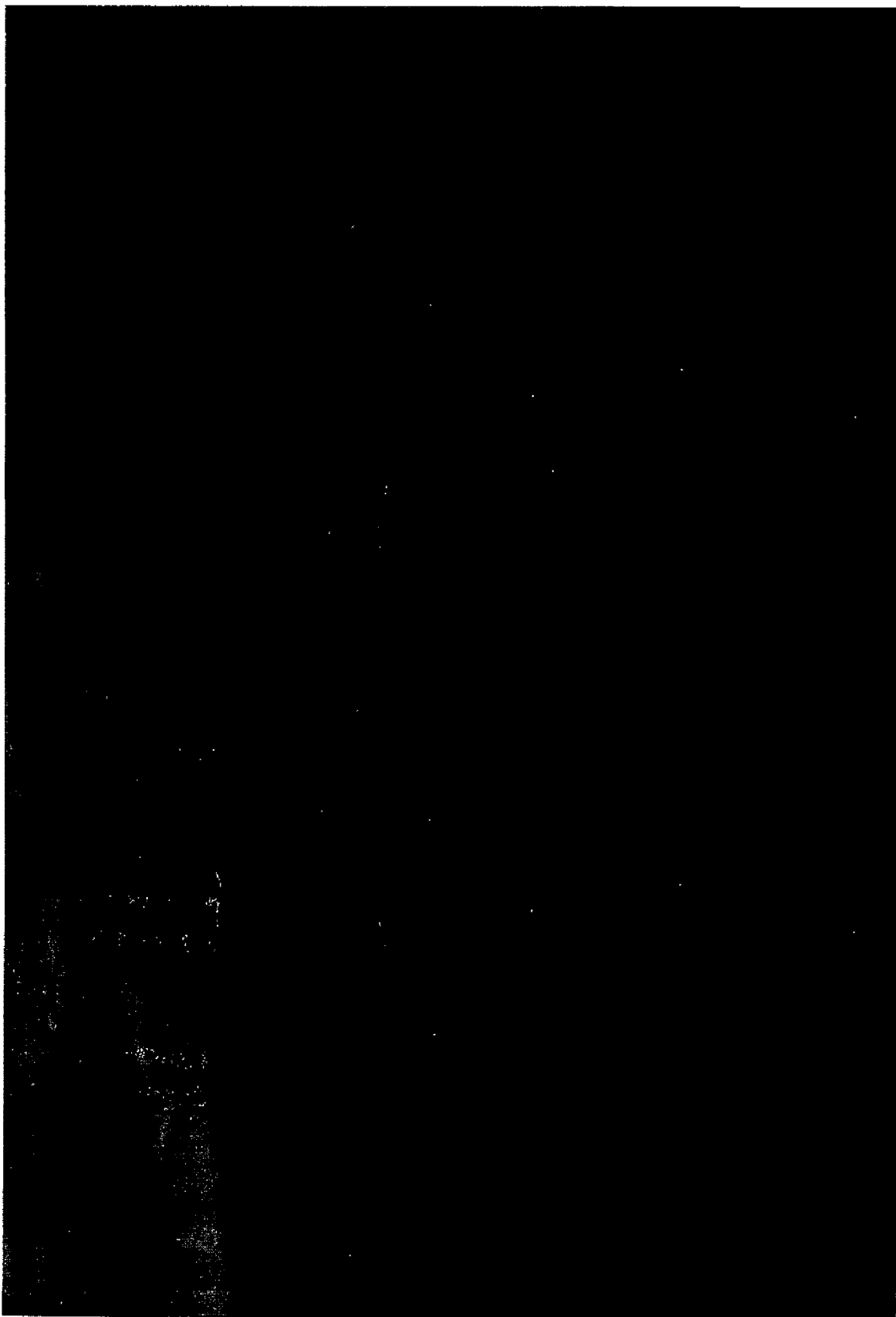
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**EXHIBIT 2**

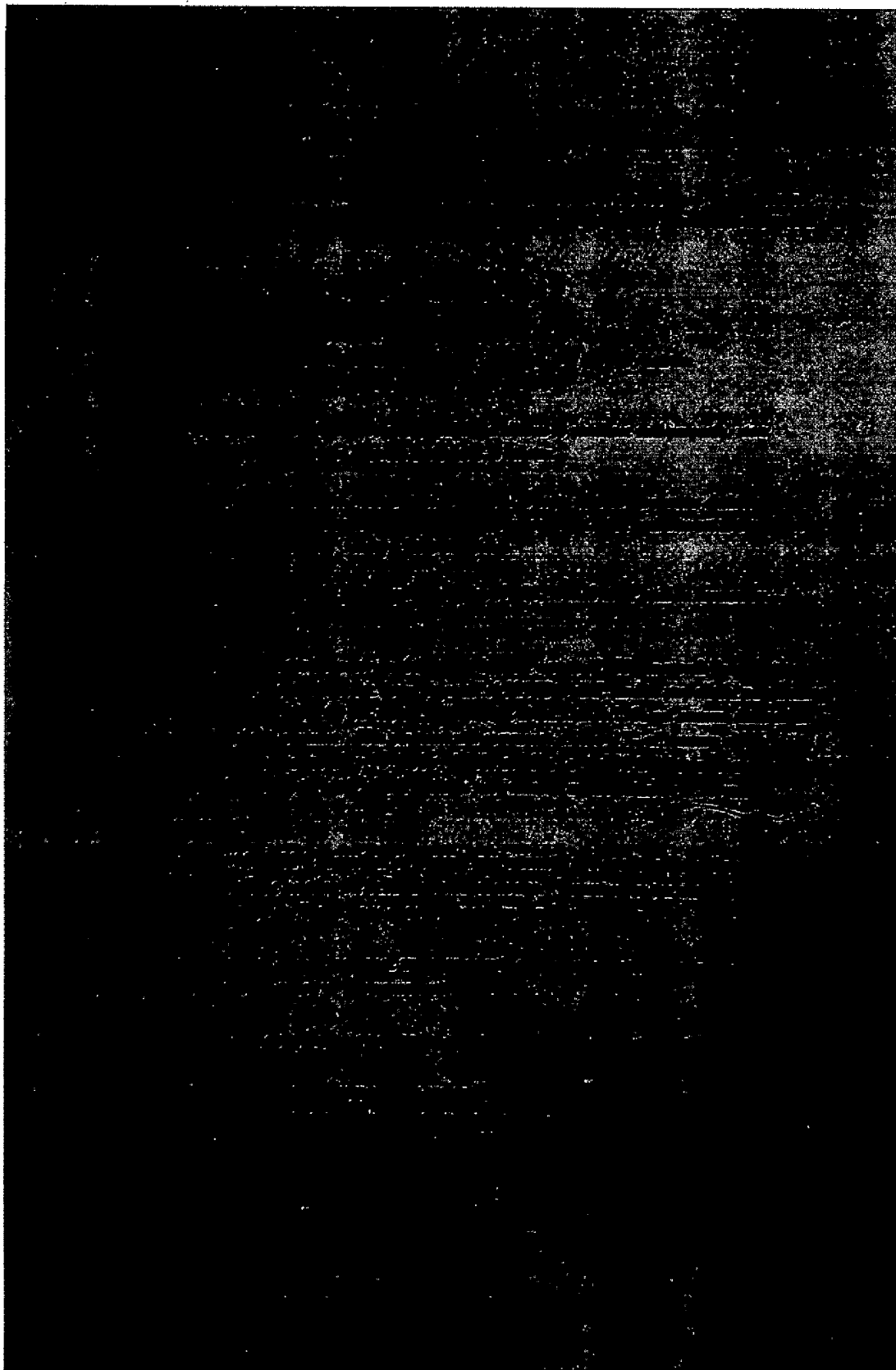
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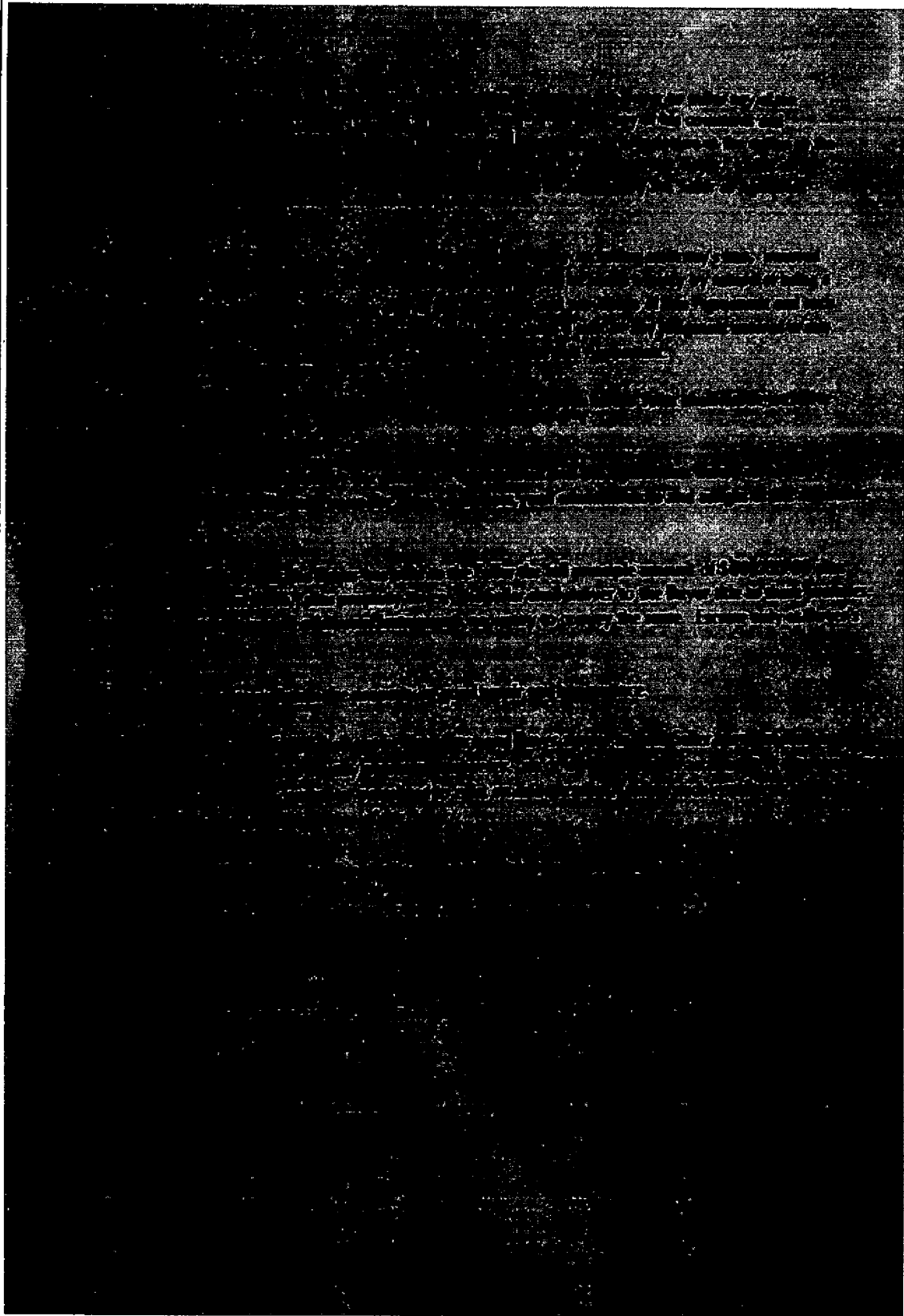
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**EXHIBIT 3**

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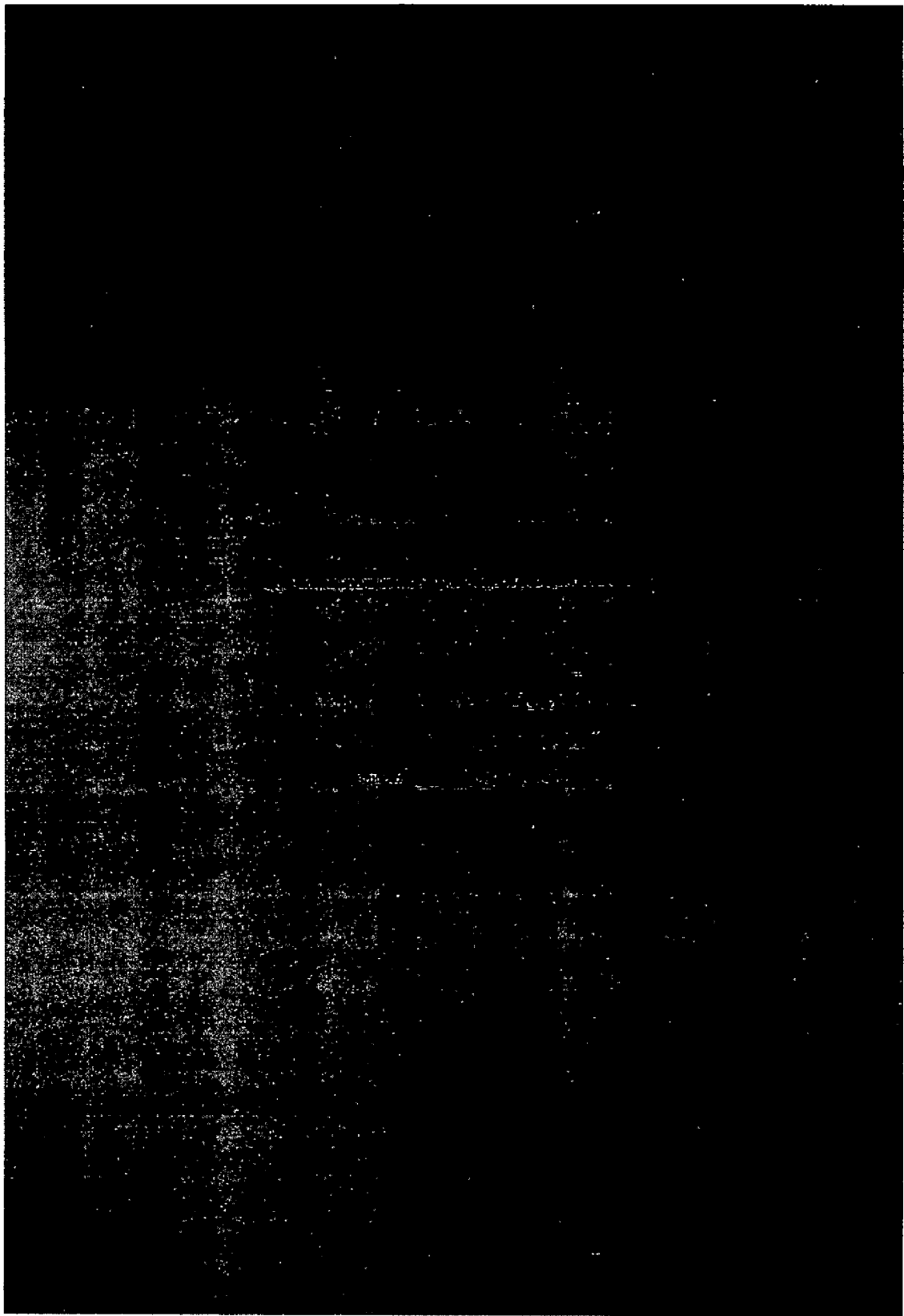
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**EXHIBIT 4**





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Date	Total Monthly Payment	Principal Paid	Interest Paid	Total Paid	Balance
Apr 2005	\$638.06	\$24.11	\$613.95	\$1,228.11	\$88,832.60
May 2005	\$638.06	\$24.33	\$613.73	\$1,041.84	\$88,827.87
Jun 2005	\$638.06	\$24.55	\$613.50	\$2,455.34	\$88,802.12
July 2005	\$638.06	\$24.78	\$613.28	\$3,088.02	\$88,678.34
Aug 2005	\$638.06	\$25.01	\$613.05	\$3,661.07	\$88,553.33
Sept 2005	\$638.06	\$25.23	\$612.82	\$4,284.50	\$88,428.10
Oct 2005	\$638.06	\$25.47	\$612.59	\$4,907.09	\$88,302.63
Nov 2005	\$638.06	\$25.70	\$612.36	\$5,518.45	\$88,176.94
Dec 2005	\$638.06	\$25.93	\$612.12	\$6,131.57	\$88,051.00
Jan 2006	\$638.06	\$26.17	\$611.88	\$6,743.45	\$87,924.83
Feb 2006	\$638.06	\$26.41	\$611.64	\$7,355.10	\$87,798.42
Mar 2006	\$638.06	\$26.65	\$611.40	\$7,968.50	\$87,671.76
Apr 2006	\$638.06	\$26.90	\$611.16	\$8,577.66	\$87,544.86
May 2006	\$638.06	\$27.15	\$610.91	\$9,188.57	\$87,417.72
Jun 2006	\$638.06	\$27.39	\$610.66	\$9,799.23	\$87,290.32
July 2006	\$638.06	\$27.65	\$610.41	\$10,409.64	\$87,162.65
Aug 2006	\$638.06	\$27.90	\$610.16	\$11,019.80	\$87,034.75
Sept 2006	\$638.06	\$28.15	\$609.90	\$11,629.70	\$86,906.62
Oct 2006	\$638.06	\$28.41	\$609.64	\$12,239.34	\$86,778.21
Nov 2006	\$638.06	\$28.67	\$609.38	\$12,848.73	\$86,649.54
Dec 2006	\$638.06	\$28.94	\$609.12	\$13,457.85	\$86,520.60
Jan 2007	\$638.06	\$29.20	\$608.86	\$14,066.70	\$86,391.40
Feb 2007	\$638.06	\$29.47	\$608.59	\$14,675.29	\$86,261.93
Mar 2007	\$638.06	\$29.74	\$608.32	\$15,283.61	\$86,132.19
Apr 2007	\$638.06	\$30.01	\$608.05	\$15,891.66	\$86,002.18
May 2007	\$638.06	\$30.29	\$607.77	\$16,499.43	\$85,871.89
Jun 2007	\$638.06	\$30.56	\$607.49	\$17,106.92	\$85,741.33
July 2007	\$638.06	\$30.84	\$607.21	\$17,714.13	\$85,610.49
Aug 2007	\$638.06	\$31.13	\$606.93	\$18,321.06	\$85,479.36
Sept 2007	\$638.06	\$31.41	\$606.64	\$18,927.70	\$85,347.95
Oct 2007	\$638.06	\$31.70	\$606.36	\$19,534.06	\$85,216.25
Nov 2007	\$638.06	\$31.99	\$606.07	\$20,140.13	\$85,084.25
Dec 2007	\$638.06	\$32.28	\$605.77	\$20,745.90	\$84,951.97
Jan 2008	\$638.06	\$32.58	\$605.48	\$21,351.37	\$84,819.39
Feb 2008	\$638.06	\$32.88	\$605.18	\$21,956.55	\$84,686.51
Mar 2008	\$638.06	\$33.18	\$604.88	\$22,561.43	\$84,553.33
Apr 2008	\$638.06	\$33.48	\$604.57	\$23,166.00	\$84,419.85
May 2008	\$638.06	\$33.79	\$604.27	\$23,770.27	\$84,286.06
June 2008	\$638.06	\$34.10	\$603.96	\$24,374.22	\$84,151.95
July 2008	\$638.06	\$34.41	\$603.64	\$24,977.86	\$84,017.54
Aug 2008	\$638.06	\$34.73	\$603.33	\$25,581.19	\$83,882.81
Sept 2008	\$638.06	\$35.05	\$603.01	\$26,184.20	\$83,747.75
Oct 2008	\$638.06	\$35.37	\$602.69	\$26,786.89	\$83,612.38
Nov 2008	\$638.06	\$35.69	\$602.36	\$27,389.25	\$83,476.70
Dec 2008	\$638.06	\$36.02	\$602.04	\$27,991.29	\$83,340.68
Jan 2009	\$638.06	\$36.35	\$601.71	\$28,592.98	\$83,204.33
Feb 2009	\$638.06	\$36.68	\$601.37	\$29,194.37	\$83,067.65

**PLEADING  
CONTINUES  
IN NEXT  
VOLUME**