

IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Aug 16 2021 02:10 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 3

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

I N D E X

<u>VOLUME:</u>	<u>PAGE NUMBER:</u>
1	1 - 240
2	241 - 480
3	481 - 720
4	721 - 756

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
1	10/24/2018	(EXEMPT FROM ARBITRATION - DECLARATORY RELIEF REQUESTED); VERIFIED COMPLAINT	6 - 62
1	11/06/2018	(EXEMPT FROM ARBITRATION DECLARATORY RELIEF REQUESTED); 1ST AMENDED VERIFIED COMPLAINT; VERIFIED COMPLAINT	63 - 116
2	11/20/2019	AFFIDAVIT OF NON-OPPOSITION DEFENDANTS' ATTORNEY'S MOTION TO WITHDRAW AS COUNSEL OF RECORD	290 - 293
1	12/04/2018	AFFIDAVIT OF SERVICE	117 - 117
1	12/04/2018	AFFIDAVIT OF SERVICE	118 - 118
1	12/04/2018	AFFIDAVIT OF SERVICE	119 - 119
1	12/04/2018	AFFIDAVIT OF SERVICE	120 - 120
1	12/04/2018	AFFIDAVIT OF SERVICE	121 - 121
1	12/10/2018	AFFIDAVIT OF SERVICE	124 - 124
2	01/08/2021	AMENDED ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL/TRIAL SETTING CONFERENCE, AND CALENDAR CALL/FINAL PRE-TRIAL CONFERENCE; TRIAL STACK: APRIL 19, 2021	385 - 388
3	05/05/2021	AMENDED ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL/TRIAL SETTING CONFERENCE, AND CALENDAR CALL/FINAL PRE-TRIAL CONFERENCE; FIRM SETTING: JUNE 1, 2021	524 - 529
2	05/19/2020	AMENDED ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL/TRIAL SETTING CONFERENCE, CALENDAR CALL/FINAL PRE-TRIAL CONFERENCE; AND STATUS CHECK	327 - 330
2	10/28/2020	AMENDED ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL/TRIAL SETTING CONFERENCE, CALENDAR CALL/FINAL PRE-TRIAL CONFERENCE AND STATUS CHECK	370 - 373

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
1	12/04/2018	AMENDED SUMMONS	122 - 123
2	10/22/2019	APPLICANT'S REPLY TO PLAINTIFF'S OPPOSITION TO COUNTERCLAIMANTS JALEE ARNONE AND FLOYD GRIMES' APPLICATION FOR TEMPORARY WRIT OF RESTITUTION	267 - 278
1	10/11/2018	APPLICATION TO PROCEED INFORMA PAUPERIS (CONFIDENTIAL)	1 - 3
3	08/09/2021	APPLICATION TO PROCEED INFORMA PAUPERIS (CONFIDENTIAL)	711 - 713
3	05/24/2021	AUDIOVISUAL TRANSMISSION EQUIPMENT APPEARANCE CONSENT	558 - 559
3	05/24/2021	AUDIOVISUAL TRANSMISSION EQUIPMENT APPEARANCE CONSENT	560 - 561
3	05/24/2021	AUDIOVISUAL TRANSMISSION EQUIPMENT APPEARANCE CONSENT	565 - 566
3	05/24/2021	AUDIOVISUAL TRANSMISSION EQUIPMENT APPEARANCE REQUEST	552 - 554
3	05/24/2021	AUDIOVISUAL TRANSMISSION EQUIPMENT APPEARANCE REQUEST	555 - 557
3	05/24/2021	AUDIOVISUAL TRANSMISSION EQUIPMENT APPEARANCE REQUEST	562 - 564
3	07/26/2021	CASE APPEAL STATEMENT	709 - 710
4	08/12/2021	CERTIFICATE	721 - 722
1	09/10/2019	CERTIFICATE OF MAILING	216 - 217
2	11/01/2019	CERTIFICATE OF MAILING	285 - 286
2	11/04/2019	CERTIFICATE OF MAILING	288 - 289
2	10/29/2020	CERTIFICATE OF MAILING	374 - 375

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
2	02/08/2021	CERTIFICATE OF MAILING	432 - 433
4	08/16/2021	CERTIFICATION OF COPY AND TRANSMITTAL OF RECORD	
2	03/10/2021	CLERK'S NOTICE OF NONCONFORMING DOCUMENT	457 - 459
3	08/09/2021	CLERK'S NOTICE OF NONCONFORMING DOCUMENT AND CURATIVE ACTION	716 - 718
2	10/06/2020	COUNTERCLAIMANTS' MOTION FOR ORDER TO ENFORCE AND/OR FOR AN ORDER TO SHOW CAUSE REGARDING CONTEMPT	350 - 355
1	12/11/2018	DEFENDANT'S ANSWER TO PLAINTIFFS' COMPLAINT AND DEFENDANTS' COUNTERCLAIM	127 - 142
1	12/17/2018	DEFENDANTS' 1ST AMENDED ANSWER TO PLAINTIFFS' COMPLAINT AND DEFENDANTS' COUNTERCLAIM	145 - 160
2	11/01/2019	DEFENDANTS' ATTORNEY'S MOTION TO WITHDRAW AS COUNSEL OF RECORD - WITHDRAWN 12/05/2019	279 - 284
2	02/05/2021	DEFENDANTS' MOTION FOR JUDGMENT ON THE PLEADINGS; HEARING REQUESTED.	401 - 430
2	01/21/2020	DEFENDANTS' MOTION IN LIMINE TO EXCLUDE DOCUMENT; HEARING REQUESTED	294 - 312
2	03/02/2020	DEFENDANTS' PRETRIAL DISCLOSURES PURSUANT TO NRCP 16.1	322 - 326
3	04/15/2021	DEFENDANTS' PRETRIAL MEMORANDUM	490 - 506
1	07/02/2019	DEMAND FOR JURY TRIAL	168 - 169
4	08/16/2021	DISTRICT COURT MINUTES	723 - 756
2	10/06/2020	EX PARTE APPLICATION FOR AN ORDER TO SHOW CAUSE	356 - 361
1	09/09/2019	HEARING REQUESTED;' COUNTERCLAIMANTS JALEE ARNONE AND FLOYD GRIMES' APPLICATION FOR TEMPORARY WRIT OF RESTITUTION	195 - 213

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
1	12/12/2018	INITIAL FEE DISCLOSURE	143 - 144
2	10/29/2020	INTENT TO APPEAR AND DEFEND	376 - 377
1	07/19/2019	JOINT CASE CONFERENCE REPORT.	170 - 183
3	06/22/2021	JUDGMENT ON JURY VERDICT	674 - 681
3	06/23/2021	JUDGMENT ON JURY VERDICT (DUPLICATE)	682 - 689
3	06/03/2021	JURY INSTRUCTIONS	645 - 673
3	06/01/2021	JURY INSTRUCTIONS STIPULATED AND AGREED (UNCITED)	571 - 609
3	06/01/2021	JURY INSTRUCTIONS STIPULATED AND AGREED (UNCITED)	610 - 637
3	06/03/2021	JURY LIST	638 - 639
3	05/26/2021	JURY TRIAL	567 - 568
1	07/24/2019	MANDATORY RULE 16 PRE-TRIAL SCHEDULING CONFERENCE ORDER	184 - 189
2	09/08/2020	MEMO DISTRICT COURT DEPARTMENT XXXI	339 - 339
2	10/23/2020	MEMO DISTRICT COURT DEPARTMENT XXXI	368 - 369
2	11/03/2020	MEMO DISTRICT COURT DEPARTMENT XXXI	378 - 379
2	12/14/2020	MEMO DISTRICT COURT DEPARTMENT XXXI	384 - 384
2	03/05/2021	MEMO DISTRICT COURT DEPARTMENT XXXI	434 - 435
2	03/15/2021	MEMO DISTRICT COURT DEPARTMENT XXXI	460 - 461
3	04/15/2021	MEMO DISTRICT COURT DEPARTMENT XXXI	488 - 489
3	05/14/2021	MEMO DISTRICT COURT DEPARTMENT XXXI	547 - 548
3	05/18/2021	MEMO DISTRICT COURT DEPARTMENT XXXI	549 - 550
3	05/21/2021	MEMO DISTRICT COURT DEPARTMENT XXXI	551 - 551

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
3	05/27/2021	MEMO DISTRICT COURT DEPARTMENT XXXI	569 - 570
3	06/25/2021	MEMORANDUM OF COSTS AND DISBURSEMENTS	700 - 706
3	07/22/2021	NOTICE OF APPEAL	707 - 708
3	06/25/2021	NOTICE OF ENTRY OF JUDGMENT	690 - 699
2	05/20/2020	NOTICE OF ENTRY OF ORDER	334 - 338
2	10/05/2020	NOTICE OF ENTRY OF ORDER	344 - 349
2	10/14/2020	NOTICE OF ENTRY OF ORDER	364 - 367
2	01/15/2021	NOTICE OF ENTRY OF ORDER	394 - 400
2	03/29/2021	NOTICE OF ENTRY OF ORDER (CONTINUED)	474 - 480
3	03/29/2021	NOTICE OF ENTRY OF ORDER (CONTINUATION)	481 - 487
1	09/09/2019	NOTICE OF HEARING	214 - 215
2	11/04/2019	NOTICE OF HEARING	287 - 287
2	01/22/2020	NOTICE OF HEARING	313 - 313
2	02/05/2021	NOTICE OF HEARING	431 - 431
1	12/10/2018	NOTICE OF PENDENCY OF ACTION	125 - 126
2	11/23/2020	NOTICE OF SCHEDULING SETTLEMENT CONFERENCE PLEASE READ AND COMPLY WITH ALL REQUIREMENTS OF THIS NOTICE	382 - 383
2	02/25/2020	OPPOSITION TO DEFENDANT'S MOTION IN LIMINE TO EXCLUDE DOCUMENT	314 - 321
1	10/18/2019	OPPOSITION TO DEFENDANT'S/COUNTERCLAIMANT'S MOTION FOR APPLICATION FOR TEMPORARY WRIT OF RESTITUTION; OPPOSITION (CONTINUED)	218 - 240
2	10/18/2019	OPPOSITION TO DEFENDANT'S/COUNTERCLAIMANT'S MOTION FOR APPLICATION FOR TEMPORARY WRIT OF	241 - 266

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
		RESTITUTION; OPPOSITION (CONTINUATION)	
2	10/05/2020	ORDER GRANTING DEFENDANTS' MOTION IN LIMINE	340 - 343
2	03/29/2021	ORDER GRANTING IN PART, AND DENYING IN PART, DEFENDANTS' MOTION FOR JUDGMENT ON THE PLEADINGS	462 - 473
2	05/20/2020	ORDER ON DEFENDANT'S APPLICATION FOR A TEMPORARY WRIT OF RESTITUTION	331 - 333
2	01/14/2021	ORDER ON SHOW CAUSE REGARDING PLAINTIFF'S FAILURE TO DEPOSIT FUNDS INTO DEFENDANT'S COUNSEL'S TRUST ACCOUNT	389 - 393
1	10/24/2018	ORDER TO PROCEED IN FORMA PAUPERIS (CONFIDENTIAL)	4 - 5
2	10/07/2020	ORDER TO SHOW CAUSE	362 - 363
2	03/09/2021	PLAINTIFF'S AFFIDAVIT IN SUPPORT OF OPPOSITION; AFFIDAVIT OF THOMAS WALKER IN SUPPORT OF PLAINTIFFS OPPOSITION	440 - 441
2	03/09/2021	PLAINTIFF'S AMENDED OPPOSITION; PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION FOR JUDGEMENT ON THE PLEADINGS	451 - 456
2	03/09/2021	PLAINTIFF'S MOTION TO EXTEND TIME TO FILE RESPONSE TO DEFENDANT'S MOTION FOR JUDGMENT ON THE PLEADINGS UNDER EDCR 2.25	442 - 450
3	05/14/2021	PLAINTIFF'S PRE-TRIAL MEMORANDUM	530 - 546
2	03/09/2021	PLAINTIFFS OPPOSITION; PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION FOR JUDGEMENT ON THE PLEADINGS	436 - 439
3	04/15/2021	PRE-TRIAL MEMORANDUM	507 - 523
2	11/05/2020	RECEIPT OF PAYMENT	380 - 381
1	12/31/2018	REPLY TO COUNTERCLAIM ANSWER	161 - 167

A-18-783375-C

Thomas Walker, Plaintiff(s)

vs.

Floyd Grimes, Defendant(s)

I N D E X

<u>VOL</u>	<u>DATE</u>	<u>PLEADING</u>	<u>PAGE NUMBER:</u>
1	08/13/2019	SCHEDULING ORDER AND ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL/TRIAL SETTING CONFERENCE, AND CALENDAR CALL/FINAL PRE-TRIAL CONFERENCE	190 - 194
3	06/03/2021	SPECIAL VERDICT FORM	640 - 644
3	08/12/2021	TRANSCRIPT REQUEST FORM	719 - 720
3	08/09/2021	UNSIGNED DOCUMENT(S) - ORDER TO PROCEED IN FORMA PAUPER (CONFIDENTIAL)	714 - 715

1 **FRAUDULENT CONCEALMENT; PLAINTIFF'S THIRTEENTH CAUSE OF ACTION.**

2 THE COURT FURTHER FINDS that a claim for fraudulent concealment must show: 1. the
3 defendant concealed or suppressed a material fact; 2. the defendant was under a duty to disclose the
4 concealed fact; 3. the defendant intentionally concealed or suppressed the fact with the intent to
5 defraud, with the intent to induce the plaintiff to act differently than he or she would have if the fact
6 had been known; 4. the plaintiff was unaware of the fact and would have acted differently if he or she
7 had known the concealed fact; and 5. the plaintiff sustained damages as a result.⁷

8 THE COURT FURTHER FINDS that Plaintiff has failed to show in his pleadings any fact that was
9 concealed, suppressed, or unknown to the Plaintiff at the time he alleges to have "purchased" the
10 Property.

11 THE COURT FURTHER FINDS that Plaintiff has failed to allege how he would have acted
12 differently because of any concealed, suppressed, or unknown fact.

13 THE COURT FURTHER FINDS that Plaintiff, additionally, has failed to plead fraud with
14 particularity as required by Nevada Rule of Civil Procedure 9.

15 THE COURT FURTHER FINDS that Plaintiff, therefore, has not alleged facts establishing the
16 requisite elements for a fraudulent concealment claim and, consequently, this claim is subject to
17 dismissal on the pleadings.

18
19 **FRAUDULENT TRANSFER; PLAINTIFF'S FOURTEENTH CAUSE OF ACTION.**

20 THE COURT FURTHER FINDS that Plaintiff has failed to plead facts to support a viable claim for
21 fraudulent transfer under Nevada Revised Statutes 112.180, the Nevada Uniform Fraudulent Transfers
22 Act.

23 THE COURT FURTHER FINDS that Plaintiff has failed to plead fraud with particularity as required
24 under Nevada Rule of Civil Procedure 9.

25 ⁷ *Dow Chem. Co. v. Mahlum*, 114 Nev. 1468, 1485, 970 P.2d 98, 109 (1998).

1 THE COURT FURTHER FINDS that Plaintiff has not pleaded a viable claim for fraudulent transfer,
2 by having failed to plead fraud with particularity and having not met the requirements for pleading a
3 claim under the Nevada Uniform Fraudulent Transfers Act, and this claim is subject to dismissal on
4 the pleadings.

5 **CONVERSION; PLAINTIFF'S FIFTEENTH CAUSE OF ACTION.**

6 THE COURT FURTHER FINDS that a claim for conversion must show a distinct act of dominion
7 wrongfully exerted over another's tangible or intangible personal property.⁸

8 THE COURT FURTHER FINDS that alleged interference with real property cannot support a claim
9 for conversion.

10 THE COURT FURTHER FINDS that Plaintiff Walker testified to the Court at a hearing on this
11 matter that his conversion claim was predicated upon alleged interference with real property,
12 specifically the Property.

13 THE COURT FURTHER FINDS that Plaintiff Walker testified to the Court that his claim for
14 conversion was not predicated upon any alleged interference with the mobile home trailer situated
15 upon the Property, which Plaintiff testified to have possessed and controlled at all relevant times.

16 THE COURT FURTHER FINDS that allegations of interference with real property cannot predicate
17 a claim for conversion and, therefore, Plaintiff's fifteenth cause of action for conversion is subject to
18 dismissal on the pleadings.

19 **UNJUST ENRICHMENT-QUANTUM MERUIT; PLAINTIFF'S SIXTEENTH CAUSE OF ACTION.**

20 THE COURT FURTHER FINDS that Plaintiff's complaint alleges a purchase of the Property and,
21 because Plaintiff's sixteenth cause of action for unjust enrichment relates to the alleged purchase, that
22 Defendants' motion to dismiss this cause of action on the pleadings should properly be denied without
23 prejudice.
24

25 ⁸ *M.C. Multi-Family Dev., LLC v. Crestdale Assocs., Ltd.*, 124 Nev. 901, 910-11, 193 P.3d 536, 542-43 (2008).

1 **CONVERSION; PLAINTIFF'S SEVENTEENTH CAUSE OF ACTION.**

2 THE COURT FURTHER FINDS that Plaintiff's fifteenth and seventeenth causes of action, both
3 claims for conversion, are duplicitous.

4 THE COURT FURTHER FINDS that allegations of interference with real property, as claimed by
5 Plaintiff, cannot predicate a claim for conversion and, therefore, Plaintiff's seventeenth cause of action
6 for conversion is subject to dismissal on the pleadings.

7 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; PLAINTIFF'S EIGHTEENTH CAUSE OF ACTION.**

8 THE COURT FURTHER FINDS that a claim for an intentional infliction of emotional distress must
9 show: extreme and outrageous conduct on the part of the defendant; intent to cause emotional distress
10 or reckless disregard for causing emotional distress; that the plaintiff suffered extreme or severe
11 emotional distress; and causation.⁹

12 THE COURT FURTHER FINDS that the standard is very high for conduct to be considered extreme
13 or outrageous to support an intentional infliction of emotional distress claim.

14 THE COURT FURTHER FINDS that Plaintiff has not alleged facts establishing outrageous conduct
15 and severe emotional distress; having failed to allege the requisite elements for an intentional
16 infliction of emotional distress claim, this claim is subject to dismissal on the pleadings.

17 **CIVIL CONSPIRACY; PLAINTIFF'S NINETEENTH CAUSE OF ACTION.**

18 THE COURT FURTHER FINDS that a claim for civil conspiracy must be predicated upon an
19 underlying tort cause of action.¹⁰

20 THE COURT FURTHER FINDS that Plaintiff has not pleaded an underlying tort to predicate his
21 civil conspiracy claim and, consequently, this claim is subject to dismissal on the pleadings.

22 ...
23

24
25 ⁹ *Miller v. Jones*, 114 Nev. 1291, 1300, 970 P.2d 571, 577 (1998).

¹⁰ *Jordan v. State ex rel. DMV & Pub. Safety*, 121 Nev. 44, 110 P.3d 30 (2005).

1 **UNJUST ENRICHMENT; PLAINTIFF'S TWENTIETH CAUSE OF ACTION.**

2 THE COURT FURTHER FINDS that Plaintiff's twentieth cause of action, for unjust enrichment,
3 contains allegations and asserts a claim that is duplicitous of his sixteenth cause of action for unjust
4 enrichment-quantum meruit, and as such, is subject to dismissal on the pleadings.

5 **FRAUDULENT CONVEYANCE; PLAINTIFF'S TWENTY-FIRST CAUSE OF ACTION.**

6 THE COURT FURTHER FINDS that Plaintiff's twenty-first cause of action, for fraudulent
7 conveyance, is allegedly predicated upon Nevada Revised Statutes 205.365 which assesses penalties
8 for criminal conduct without providing a civil cause of action.

9 THE COURT FURTHER FINDS that Plaintiff has failed to plead fraud with particularity as required
10 under Nevada Rule of Civil Procedure 9.

11 THE COURT FURTHER FINDS that because this is a civil matter, Nevada Revised Statutes
12 205.365 is a statute that does not provide civil remedies, and because Plaintiff has not pleaded fraud
13 with particularity, this cause of action is subject to dismissal on the pleadings.

14 **DECEPTIVE TRADE PRACTICE; PLAINTIFF'S TWENTY-SECOND CAUSE OF ACTION.**

15 THE COURT FURTHER FINDS that a "deceptive trade practice" is defined under Nevada Revised
16 Statutes 598.0923.

17 THE COURT FURTHER FINDS that Plaintiff has failed to allege any conditions that were not
18 disclosed at the time of his alleged purchase of the Property, has failed to meet the pleading
19 requirements for a deceptive trade practice claim, and this claim is therefore subject to dismissal on
20 the pleadings.

21 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; PLAINTIFF'S TWENTY-THIRD CAUSE OF**
22 **ACTION.**

23 THE COURT FURTHER FINDS that Plaintiff's eighteenth and twenty-third causes of action, both
24 for intentional infliction of emotional distress, are duplicitous.
25

1 THE COURT FURTHER FINDS that Plaintiff has not alleged facts establishing the requisite
2 elements for an intentional infliction of emotional distress claim, having failed to allege outrageous
3 conduct and severe emotional distress to support an intentional infliction of emotional distress claim
4 and, consequently, this claim is subject to dismissal on the pleadings.

5 **ORDER**

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that Defendant's Motion for
7 Judgment on the Pleadings is GRANTED concerning:

- 8 1. Plaintiff's first cause of action for Injunctive Relief,
- 9 2. Plaintiff's third cause of action for Declaratory Relief,
- 10 3. Plaintiff's fourth cause of action for Declaratory Relief,
- 11 4. Plaintiff's fifth cause of action for Declaratory Relief,
- 12 5. Plaintiff's seventh cause of action for Tortious Breach of Contract,
- 13 6. Plaintiff's ninth cause of action for Slander of Title,
- 14 7. Plaintiff's tenth cause of action for Nuisance,
- 15 8. Plaintiff's eleventh cause of action for Abuse of Process,
- 16 9. Plaintiff's twelfth cause of action for Fraudulent Inducement,
- 17 10. Plaintiff's thirteenth cause of action for Fraudulent Concealment,
- 18 11. Plaintiff's fourteenth cause of action for Fraudulent Transfer,
- 19 12. Plaintiff's fifteenth cause of action for Conversion,
- 20 13. Plaintiff's seventeenth cause of action for Conversion,
- 21 14. Plaintiff's eighteenth cause of action for Intentional Infliction of Emotional Distress,
- 22 15. Plaintiff's nineteenth cause of action for Civil Conspiracy,
- 23 16. Plaintiff's twentieth cause of action for Unjust Enrichment,
- 24
- 25

17. Plaintiff's twenty-first cause of action for Fraudulent Conveyance,

18. Plaintiff's twenty-second cause of action for Deceptive Trade Practice,

19. Plaintiff's twenty-third cause of action for Intentional Infliction of Emotional Distress,

IT IS FURTHER ORDERED that Defendants' Motion for Judgment on the Pleadings is
DENIED WITHOUT PREJUDICE concerning:


1. Plaintiff's second cause of action for Declaratory Relief,

2. Plaintiff's sixth cause of action for Breach of Contract,

3. Plaintiff's eighth cause of action for Slander of Title,

4. Plaintiff's sixteenth cause of action for Unjust Enrichment/Quantum Meruit.

IT IS SO ORDERED.

 3/29/21

Respectfully submitted by:

Approved as to form and content:

/s/Kenneth Roberts

KENNETH M. ROBERTS, ESQ.
Nevada Bar No. 04729
DEMPSEY, ROBERTS & SMITH, LTD.
1130 Wigwam Parkway
Henderson, Nevada 89074
Attorneys for Defendants

THOMAS WALKER
Plaintiff, pro se

From: [Elsa McMurtry](#)
To: [DC31Inbox](#)
Subject: A-18-783375-C - ORDR - WALKER v. Grimes
Date: Thursday, March 25, 2021 9:38:13 AM
Attachments: [GRIMES.ORDR RE MOT for J on Pleadings.3.15.21.pdf](#)

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Good morning,

Attached please find the Order from the March 9, 2021, hearing.

The order is being submitted without Plaintiff's signature. The order was served on Mr. Walker on 3/15/2021 3:43 PM via Odyssey. Mr. Walker opened the document on 3/15/21 at 4:29 PM. We have not received the signed copy of the order from Mr. Walker, nor have we received a correspondence stating he does not agree with the order as proposed.

Filings				
Filing Type	Filing Code			
Serve	Service Only			
Filing Description Order Granting In Part, And Denying In Part, Defendants' Motion For Judgment On The Pleadings				
Filing Status Served				
Service Documents				
File Name	Security		Download	
GRIMES.ORDR RE MOT for J on Pleadings.3.15.21.pdf			Original File Court Copy	
eService Details				
Status	Name	Firm	Served	Date Opened
Sent	Thomas Walker		Yes	3/15/2021 4:29 PM PST

If you have any questions or concerns, please do not hesitate to contact this office.

ELSA McMURTRY - PARALEGAL
DEMPSEY, ROBERTS, & SMITH, LTD.
1130 WIGWAM PARKWAY
HENDERSON, NEVADA 89074
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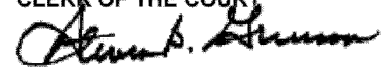
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MEMO
DISTRICT COURT
DEPARTMENT XXXI



To:	ALL COUNSEL and/or PARTIES PRO SE – SERVED VIA E-SERVICE and/or E-MAIL
From:	DEPARTMENT 31
Subject:	A783375 – THOMAS WALKER vs. FLOYD GRIMES – HEARING ON APRIL 20, 2021 **Please review entire Memo**
Date:	APRIL 15, 2021

Dear Counsel and/or Parties,

Currently set before the Court on April 20, 2021, is the Calendar Call in the above-listed case for a Jury Trial that is scheduled to proceed on May 3, 2021, at the Las Vegas Convention Center. Unfortunately, we have just been informed that there is another case, with priority over this case, that will be proceeding to trial and is scheduled to go through May 5th, which will not allow sufficient time for this Jury Trial to proceed as currently scheduled. Therefore, the Calendar Call on April 20, 2021, will now be heard as a Status Check to discuss trial options and no documents/materials will be required to be submitted at that time.

All counsel/parties must attend the hearing either audio/visually through **Bluejeans**, or via **CourtCall**, at the party's expense. Pursuant to Administrative Order 21-03, the **preferred** method of remote appearances is **via audio/video conference through Bluejeans**, as it is **free** and **significantly aids** the Court and parties with creating a better record. Please contact the JEA, via email to: cordt@clarkcountycourts.us if any party wishes to use CourtCall.

Phone appearances, via Bluejeans, are also permitted, if necessary, unless the matter has multiple attorneys/parties appearing such as in a construction defect (CD) case or a multi-party case. The Court would prefer that all parties appear audio/visually in multi-party and/or in CD cases to better aid the Court when calling the matter and keeping track of connected parties.

If appearing via Bluejeans, the connection information is:

Phone Dial-in

+1.408.419.1715 (United States(San Jose))

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(Global Numbers)

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Room System

199.48.152.152 or bjn.vc

Meeting ID: 933 382 846

INSTRUCTIONS FOR APPEARING VIA BLUEJEANS:

Please ensure that you are able to connect prior to the hearing. You may test your connection at: <https://bluejeans.com/111>. Below are a few guidelines that must be followed when appearing remotely:

1. If appearing audio/visually via computer or an app, it is **very** helpful for the Court to identify participants if they appear **via video** and **if parties provide their names** upon connection versus just the phone number. **Additionally, please check in for your matter in the "Chat" box upon connection.**
2. You should connect for your remote appearance at least **5 minutes prior to your SCHEDULED hearing time, NOT the Bluejeans session time.** However, due to multiple matters scheduled at the same time, there may be a delay in your case being called, so please be patient.
3. **Upon connection, please place your phone on MUTE and wait for your matter to be called.** If you are interrupted for any reason, please **DO NOT place the call on hold,** it will interrupt other matters being heard and we will hear background music. Either set your phone down and step away (**while it is on mute**), or please hang up and then reconnect when you are ready.
****To mute/unmute: Press *4 on your phone keypad to mute (and unmute) your microphone within the BlueJeans system; or if using your computer, click on the microphone icon or "M" on your keyboard.****
4. **Background noise is very disturbing** and it does not allow for a good record. **Please refrain from using the speaker mode on your phone and use the hand-set.** The record will be much clearer. Please do not connect while driving.
5. When your case is called - to make your appearance, please **clearly** state your name, bar number, and the party you represent – with Plaintiff's counsel appearing first. **Please state your name EACH and EVERY time you speak to ensure a complete record.**
6. If you are only a participant/interested party listening to the hearing, **you must make your appearance** and after making your appearance, please ensure to adhere to the same instructions and please ensure your phone remains on mute for the entire hearing.
7. Please be patient until your case is called and please be considerate of others who are participating remotely.

We appreciate your cooperation during these difficult and unprecedented times.

Thank you,

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



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

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 THOMAS WALKER, an individual,
11 Plaintiff,

12 v.

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

17 And related matters.

CASE NO. A-18-783375-C

Dept. No. 31

**DEFENDANTS' PRETRIAL
MEMORANDUM**

18 Defendants Floyd Grimes, Jalee Arnone, Elizabeth Grimes, Victoria Jean Halsey, and WBG
19 Trust (hereinafter, "Defendants") by and through their counsel of record, Kenneth M. Roberts, Esq.
20 and David E. Krawczyk, Esq., of Dempsey, Roberts & Smith, Ltd., hereby respectfully submit their
21 Pretrial Memorandum pursuant to Eighth Judicial District Court Rule 2.67.

22 Pursuant to Eighth Judicial District Rule 2.67, a meeting was held between Plaintiff Walker
23 and Defendants' counsel, Kenneth Roberts, Esq., on April 12, 2021. Plaintiff and Defendants'
24 counsel discussed and exchanged proposed exhibits and witness lists. However, Plaintiff later
25 informed attorney Roberts that he was unable to provide requisite materials to assist in preparing a

1 joint pretrial memorandum. Accordingly, Defendants submit this Pretrial Memorandum
2 independently.

3
4 **I.
STATEMENT OF FACTS**

5 A BRIEF HISTORY OF THE PARTIES' INVOLVEMENT CONCERNING THE PROPERTY.

6 Counterclaimant Jalee Arnone is the current owner of the real property and single-wide mobile
7 home located at 6253 Rocky Mountain Avenue, Las Vegas, Nevada, (the "Property") as evidenced by
8 a recorded deed.¹ Until 2018, the Property was owned by defendant, counterclaimant, Floyd Grimes.
9 Plaintiff Walker, who was an acquaintance of Floyd Grimes' daughter Vicki, moved into the Property
10 in early 2005. Early on, Walker expressed interest in purchasing the Property from Mr. Grimes.

11 Mr. Grimes attests to having discussed possible sale of the Property to Plaintiff Walker a few
12 weeks after Walker moved into the trailer and, in fact, to have later presented Mr. Walker with a real
13 estate purchase agreement. The proposed purchase agreement contained terms for a seller-financed
14 sale of the Property, setting forth an interest rate, monthly payment obligations, and an amortization
15 table for payoff. Upon being presented with a purchase contract, Mr. Walker refused to sign it.

16 By an informal arrangement, Mr. Grimes allowed Walker to stay at the property for payment
17 of rent. Walker paid \$700.00 per month rent to Mr. Grimes for his use and enjoyment of the Property.
18 When Mr. Walker lost his job and could not pay rent for several months, Mr. Grimes kindly let him
19 stay at the property rent-free for those months.
20

21 After living at Mr. Grimes' property for about ten years, in 2015 Plaintiff Walker unexpectedly
22 stopped making any rent payments. Mr. Walker continued to live at the Property and refused to leave.
23 After Mr. Walker stopped paying rent, Ms. Arnone and Mr. Grimes sought to remove him from the
24 Property by judicial process. Although there is no written contract for any sale of the Property,
25

¹ Exhibit A.

1 Walker verbally represented his claim of interest as a shield in eviction proceedings to thwart
2 Counterclaimants from removing him. Walker suddenly asserted to *own* the Property and, preventing
3 an eviction, Plaintiff Walker filed the instant action.

4 PLAINTIFF'S OWNERSHIP CLAIM UPON THE EXCLUDED "CONTRACT."

5 Very surprising to Mr. Grimes, upon filing the instant lawsuit Plaintiff Walker suddenly
6 asserted to possess a "contract" predicated his claim to ownership of the Property. Attached to his
7 Amended Complaint, Plaintiff Walker produced a very low-quality photocopy of a document he
8 asserts to have been signed by defendant Victoria "Vicki" Halsey years ago. Plaintiff's claims in his
9 Amended Complaint are predicated upon the claimed written "contract" for purchase of the Property,
10 specifically stating:

11 "Plaintiff accepted the Defendants offer, and made a payment toward the purchase
12 price, to Defendant Victoria Halsey. Defendant Victoria Halsey accepted Plaintiff's
13 first payment and provided the Plaintiff with a hand written contract, and promised to
14 provide a formal typed contract on February 01, 2005, at which time the Plaintiff takes
15 possession of the residence. **A copy of Plaintiff's contract with the Defendants is
attached hereto as EXHIBIT "1" and is incorporate herein by this reference.**"²

16 **After Plaintiff Walker refused undersigned counsel's reasonable requests to examine the**
17 **claimed "contract," and rebuffed a Court Order requiring Plaintiff to allow its examination, the**
18 **Court granted Defendants' Motion in Limine to exclude it and all testimony about it. This Court**
19 **issued is Order Granting Defendants' Motion in Limine,³ which provides:**

20 "...Plaintiff Walker is not permitted to use, show, offer, or refer to the document
21 identified by Plaintiff as Bates stamp "PT W-001" at any hearing or trial in this
22 matter."⁴

23 "...Plaintiff Walker is not permitted to use, show, offer, or refer to any copies or
24 reproductions of the document identified by Plaintiff as Bates stamp "PT W-001," in
whole or in part, at any hearing or trial in this matter."⁵

25 ² Plaintiff's Amended Complaint, at 7:7-12 (¶17). (emphasis added.)

³ Order Granting Defendants' Motion in Limine, Exhibit B.

⁴ Order Granting Defendants' Motion in Limine, at 3:17-19.

1 "...Plaintiff Walker is not permitted to offer testimony about, or referring to, the
2 document identified by Plaintiff as Bates stamp "PT W-001," either himself or through
3 other witnesses, at any hearing or trial in this matter."⁶

4 Plaintiff's claimed "contract" upon which he and all testimony about the document have been
5 Ordered excluded by the Court.

6 PLAINTIFF'S UNWILLINGNESS TO LEAVE THE PROPERTY AND THE COURT'S PREJUDGMENT
7 RESTITUTION ORDER

8 Jalee Arnone and Floyd Grimes have been presented with a Gordian Knot. Mr. Walker has
9 refused to pay rent for his use and enjoyment of the Property and, at the same time, Ms. Arnone and
10 Mr. Grimes have been without recourse to remove Walker. At the request of Counterclaimants, this
11 Court issued a temporary Restitution Order in July 2020 to ensure that they may not be left empty
12 handed if their ownership of the Property, as evidenced by Ms. Arnone's deed, is upheld at a trial.⁷
13 For the past several months, Plaintiff Walker has been required to pay \$700.00 per month to be held in
14 a law firm trust account, in escrow. Currently, the sum of \$7,000.00 is held in escrow by undersigned
15 counsel.

16 **II.**
17 **A. LIST OF PLAINTIFF WALKER'S CLAIMS FOR RELIEF**

- 18 1. Injunctive Relief (Against all Defendants).*
- 19 2. Declaratory (sic) Relief (Against all Defendants).
- 20 3. Declaratory (sic) Relief, violation of Nev. Const. Art. 1, §1 (Against all Defendants).*
- 21 4. Declaratory Relief, violation of Nev. Const. Art. 1, §8 (Against all Defendants).*
- 22 5. Declaratory (sic) Relief, violation of NRS 205.365 (Against all Defendants).*
- 23 6. Breach of Contract (Against Floyd Grimes and Victoria Halsey).
- 24 7. Breach of Contract (Tort), (Against Floyd Grimes and Victoria Halsey).*

25 ⁵ *Id.*, at 3:20-23.

⁶ *Id.*, at 4:2-5.

⁷ Exhibit C.

8. Slander of Title (Against Floyd Grimes, Elizabeth Grimes, WBG Trust, and Victoria Halsey).
9. Slander of Title (Against Jalee Arnone, Floyd Grimes, Elizabeth Grimes, WBG Trust, and Victoria Halsey).*
10. Nuisance (Against Floyd Grimes, Elizabeth Grimes, Victoria Halsey, and Jalee Arnone).*
11. Abuse of Process (Against Floyd Grimes and Victoria Halsey).*
12. Fraudulent Inducement (Against Floyd Grimes and Victoria Halsey).*
13. Fraudulent Concealment (Against Floyd Grimes, Elizabeth Grimes, Victoria Halsey and Jalee Arnone).*
14. Fraudulent Transfer (Against Floyd Grimes, Elizabeth Grimes, and Victoria Halsey).*
15. Conversion (Against Floyd Grimes and Victoria Halsey).*
16. Unjust Enrichment, Quantum Meruit (Against Floyd Grimes and Victoria Halsey).
17. Conversion (Against Floyd Grimes, Elizabeth Grimes, Victoria Halsey, and Jalee Arnone).*
18. Intentional Infliction of Emotional Distress (Against Floyd Grimes and Victoria Halsey).*
19. Civil Conspiracy (Against all Defendants).*
20. Unjust Enrichment (Against Floyd Grimes, Victoria Halsey, and Jalee Arnone).*
21. Fraudulent Conveyance (Against Floyd Grimes, Elizabeth Grimes, Victoria Halsey, and Jalee Arnone).*
22. Deceptive Trade Practice (Against Floyd Grimes and Victoria Halsey).*
23. Intentional Infliction of Emotional Distress (Against all Defendants).*

*- Denotes causes of action dismissed by this Court's Order dated March 29, 2021 granting, in part, and denying, in part, Defendants' Motion for Judgment on the Pleadings.

B. LIST OF DEFENDANTS' AFFIRMATIVE DEFENSES

1. Plaintiff's Complaint on file herein fails to state a claim against this answering Defendant upon which relief can be granted.
2. Defendants allege that Plaintiff is estopped from pursuing any claim against Defendant.
3. Plaintiff failed to commence an action in this matter within the periods of limitation as prescribed by 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 of Plaintiff is barred by laches of Plaintiff in pursuing such claim.

5. There existed 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 said lack of privity of contract.

6. Defendants allege that at all times relevant hereto the alleged agreement entered into between the Plaintiff and Defendants would be unenforceable and in violation of the statute of frauds and therefore void.

7. Defendants allege that at the time and place alleged in the Complaint, there was no consideration for the contract Plaintiff now claims is breached.

8. Defendants allege that Plaintiffs have 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.

11. Defendants intend to rely upon the defense of Plaintiff's bad faith and/or Plaintiff's breach of covenant of good faith and fair dealing.

12. Defendants intend to assert his own good faith as a defense.

13. Defendants intend to rely upon the defense of knowledge and acquiescence.

14. Defendants intend to rely upon the defense of Plaintiff's consent.

C. FLOYD GRIMES' AND JALEE ARNONE'S COUNTERCLAIMS

1. Unjust Enrichment.⁸

2. Injunctive Relief.⁹

3. Unlawful Detainer.¹⁰

4. Attorney's Fees (As special damages.)¹¹

D. PLAINTIFF WALKER'S AFFIRMATIVE DEFENSES TO COUNTERCLAIMS

1. Counterclaimant's Counterclaim on file herein fails to state a claim for which relief can be granted.

⁸ Defendants' First Amended Answer to Plaintiffs' Complaint and Defendants' Counterclaim ("Answer"), at ¶75.

⁹ Answer, at ¶83.

¹⁰ Answer, at ¶87.

¹¹ Answer, at ¶97.

- 1 2. Counter-defendant alleges that Counterclaimants are estopped from pursuing any claim against
2 Counter-defendant.
- 3 3. Any claim of the Counterclaimants is barred by laches of Defendants/Counterclaimants in pursuing
4 such claim.
- 5 4. Counterclaimants, with full knowledge of all the facts connected with, or relating to the
6 transaction alleged in the complaint, ratified and confirmed on all aspects, those actions of the
7 Counter-defendant, by action of the Defendants/Counterclaimants accepting, and retaining, the
8 benefits produced from said acts.
- 9 5. There exists no privity of contract between certain Counterclaimants and the Counter-defendant,
10 the allegations contained in the Counterclaimants Counterclaim which are based on an express or
11 implied contract are, therefore barred as to Certain Counterclaimants and the Counter-defendant
12 because of lack of said privity of contract.
- 13 6. Counter-defendant intends to rely upon the defense of mutuality.
- 14 7. Counter-defendant intends to rely upon the defense of unclean hands.
- 15 8. Counter-defendant intends to rely upon the defense of frustration of purpose.
- 16 9. All possible affirmative defenses may not have been alleged here insofar as sufficient facts were
17 not available after reasonable inquiry upon filing of this Answer. Therefore Defendant reserves
18 the right to amend this Answer to allege affirmative defenses and claims, counter-claims, cross-
19 claims or third-party claims, as applicable, upon further investigation and discover.

IV. LIST OF CLAIMS TO BE ABANDONED

- a. Plaintiff has not abandoned any of his claims.
- b. Counterclaimants have abandoned the following counterclaims:
 1. Breach of Contract.
 2. Breach of Covenant of Good Faith and Fair Dealing.
 3. Slander of Title.

V. LIST OF EXHIBITS

A. DEFENDANTS/COUNTERCLAIMANTS

1. Nevada Quitclaim Deed. (DRS 0001-0004).
2. Grant, Bargain & Sale Deed. (DRS 0005-0006).

1 3. Treasurer Absolute Deed. (DRS 0007-0009).

2 4. Unsigned Contract for Sale (DRS 0010-0011).

3 5. Rent Receipts. (DRS 0012-0028).

4 **VI.**

5 **AGREEMENTS AS TO THE LIMITATION OR EXCLUSION OF EVIDENCE**

6 None.

7 **VII.**

8 **DEFENDANTS' LIST OF TRIAL WITNESSES**

9 1. Floyd Grimes
c/o Dempsey, Roberts & Smith, Ltd
1130 Wigwam Parkway
Henderson, NV 89074
(702) 388-1216

10 2. Elizabeth Grimes
c/o Dempsey, Roberts & Smith, Ltd
1130 Wigwam Parkway
Henderson, NV 89074
(702) 388-1216

11 3. Victoria Jean Grimes (Halsey)
c/o Dempsey, Roberts & Smith, Ltd
1130 Wigwam Parkway
Henderson, NV 89074
(702) 388-1216

12 4. Jalee Arnone
c/o Dempsey, Roberts & Smith, Ltd
1130 Wigwam Parkway
Henderson, NV 89074
(702) 388-1216

13 5. Peter Arnone
c/o Dempsey, Roberts & Smith, Ltd
1130 Wigwam Parkway
Henderson, NV 89074
(702) 388-1216

14 6. Linda Bell
c/o Dempsey, Roberts & Smith, Ltd
1130 Wigwam Parkway
Henderson, NV 89074
(702) 388-1216

1 7. Kathy Potts
2 64 Logan St.
3 Las Vegas, NV 89110
4 (702) 488-8901

5 8. Thomas Walker
6 6253 Rocky Mountain Ave.
7 Las Vegas, NV 89156

8 **VIII.**
9 **DEFENDANTS' BRIEF STATEMENT OF PRINCIPAL ISSUES OF LAW WHICH MAY BE**
10 **CONTESTED AT THE TIME OF TRIAL**

11 **i. PLAINTIFF'S SECOND CAUSE OF ACTION FOR DECLARATORY RELIEF:**

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

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

19 Plaintiff Walker predicates his second cause of action, for declaratory relief, upon the alleged
20 "contract" concerning 6253 Rocky Mountain Ave., stating in his Complaint:

21 "[t]he Plaintiff contends it entered into a contract with the Defendant Floyd Grimes and
22 Defendant Victoria Haley on January 15, 2005, to purchase the property, subject of this
23 action for the purchase price of \$69,000..."¹²

24 Because Plaintiff Walker is prevented from presenting, testifying about, or referring to his
25 alleged written "contract" at trial, the only document about which Plaintiff has asserted a claim under
Nevada Revised Statutes 30.040, this cause of action is unsupportable.

ii. PLAINTIFF'S SIXTH CAUSE OF ACTION FOR BREACH OF CONTRACT:

¹² Complaint, at 19:20-23.

1 Plaintiff Walker has predicated his breach of contract claims upon a document attached to his
2 Complaint as Exhibit 1 which he alleges to be a written purchase agreement with the Defendants
3 concerning 6253 Rocky Mountain Ave. Plaintiff's complaint states:

4 "Plaintiff accepted the Defendants offer, and made a payment toward the purchase
5 price, to Defendant Victoria Halsey. Defendant Victoria Halsey accepted Plaintiff's
6 first payment and provided the Plaintiff with a hand written contract, and promised to
7 provide a formal typed contract on February 01, 2005, at which time the Plaintiff takes
8 possession of the residence. **A copy of Plaintiff's contract with the Defendants is
9 attached hereto as EXHIBIT "1" and is incorporate herein by this reference.**"¹³

10 It is impossible for Plaintiff Walker to prevail on his breach of contract claim because, as
11 described above, Plaintiff Walker is precluded by this Court's Order Granting Defendant's Motion in
12 Limine from presenting, testifying about, or even *mentioning* his claimed "contract" with the
13 Defendants.

14 **iii. PLAINTIFF'S EIGHTH CAUSE OF ACTION FOR SLANDER OF TITLE**

15 A slander of title claim requires: 1. false and malicious communications, 2. that disparage a
16 person's title in land, 3. and cause special damages. *McKnight Family, LLP v. Adept Mgmt. Servs.*,
17 129 Nev. 610, 615, 310 P.3d 555, 559 (2013). Slander of title is a civil action existing separate from
18 the title to land and does not infringe upon an individual's right to use or dispose of his or her
19 property. *Id.*, at 616, 559.

20 Plaintiff's "slander of title" claims fail to allege *any* of the requisite elements for a claim of
21 this type. Plaintiff's complaint states:

22 "The Defendant Floyd Grimes slandered the title to the Plaintiff's property
23 intentionally and without justification when the Defendant transferred the title for the
24 property to the WBG Trust and recorded the transfer with the Clark County recorder,
25 making the deed public."¹⁴

¹³ *Id.*, at 7:7-12 (¶17). (emphasis added.)

¹⁴ Complaint, at 14-17.

1 Plaintiff asserts Mr. Grimes “slandered” title by “making the deed public.” Of course, all
2 recorded deeds are public. Yes, Floyd Grimes was the deeded owner of the 6253 Rocky Mountain
3 Ave. property and transferred it to his trust. This fact, which is verifiably *true*, has nothing to do with
4 “false and malicious communications.” Under *McKnight*, slander of title does not infringe upon an
5 individual’s right to use or dispose of property. Plaintiff’s Complaint goes on to discuss a litany of
6 irrelevant facts about utilities, water usage, and the City of North Las Vegas Utilities Department.¹⁵
7 In the context of a “slander of title” claim, Plaintiff’s factual allegations are completely immaterial.

8 **iv. PLAINTIFF’S SIXTEENTH CAUSE OF ACTION FOR “UNJUST ENRICHMENT –**
9 **QUANTUM MERUIT.”**

10 It is well established Nevada law that an agreement for sale of real property is void unless set
11 forth in a writing containing all material terms. *See, Ray Motor Lodge v. Shatz*, 80 Nev. 114, 118-19,
12 390 P.2d 42, 44 (1964).¹⁶ Every contract for the sale of land is void unless the agreement is in
13 writing. *Khan v. Bakhsh*, 129 Nev. 554, 557, 306 P.3d 411, 413 (2013). Quantum meruit is an
14 equitable remedy,¹⁷ for which a plaintiff must establish either an implied-in-fact contract or unjust
15 enrichment to recover. *Certified Fire Prot. Inc. v. Precision Constr., Inc.*, 128 Nev. 371, 374, 283
16 P.3d 250, 253 (2012). The doctrine of quantum meruit generally applies to an action involving work
17 and labor performed which is founded on an oral promise to pay, on the part of the defendant, as much
18 as the plaintiff reasonably deserves for his labor in the absence of an agreed upon amount. *Id.*, at 380,
19 256. Quantum meruit may also provide restitution for unjust enrichment for the market value of
20 goods or services. *Id.* Quantum meruit is the usual measurement of enrichment cases where
21 nonreturnable benefits have been furnished at the defendant’s request, but where the parties have
22 made no enforceable agreement as to price. *Id.*, at 381, 257.

24 ¹⁵ *Id.*, at 26:18-24 (misidentified in the complaint as the “North Las Vegas Water Utility.”)

25 ¹⁶ Holding that a contract for sale of land set forth in two separate letters, one containing a legal description of the property
and the other containing full price terms and the buyers’ acceptance, was enforceable under the statute of frauds.

¹⁷ *Certified Fire Prot.*, at 379, 256.

1 Rather than making a case for equitable relief, Plaintiff instead conflates the doctrine of
2 quantum meruit with breach of contract and realleges facts concerning a supposed breach of contract
3 for the sale of real property. Plaintiff's Complaint alleges:

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

9 "The Defendants owed a duty to the Plaintiff to convey the title for the property to the
10 Plaintiff and to return the Plaintiff's incidental over payment in the amount of
11 approximately \$22,756, and for failing to do so the Defendants have been unjustly
12 enriched."¹⁹

13 Plaintiff Walker asserts that he "purchased the property" from the Defendants and, by this
14 claim, is apparently seeking restitution because of a breach of the alleged sale agreement. Plaintiff
15 does not argue either a quasi-contract case for uncompensated labor or services, or an unjust
16 enrichment case seeking restitution for the market value of goods or services which would properly be
17 subject to a recovery under quantum meruit doctrine. Of course, a transaction for the sale of real
18 property as alleged by the Plaintiff must be the subject of a *written contract* containing all material
19 terms of the sale and is not subject to "quasi-contract" equity.

20 **v. PLAINTIFF WALKER IS PROPERLY PREVENTED FROM INTRODUCING FACTS AND**
21 **ARGUMENTS THAT ARE NOT CONTAINED IN HIS PLEADINGS.**

22 A party's claims and affirmative defenses must be timely asserted in the pleadings. *See,*
23 *Hefetz v. Beavor*, 397 P.3d 472, 326-29, 379 P.3d 472, 475-77 (2017).²⁰ A plaintiff's claims must be
24 pleaded in his or her complaint, pursuant to Nevada Rule of Civil Procedure 8(a). The Plaintiff must

25 ¹⁸ Complaint, at 35:15-19.

¹⁹ *Id.*, at 35:22:24.

²⁰ Holding that failure to timely assert Nevada's "one action rule" as a claim or defense constituted waiver of that claim.

1 request the Court's permission to amend his complaint to assert new facts or claims. *Nev. R. Civ. P.*
2 *15(a)(2)*.

3 ²¹ To prevail on a claim for breach of contract in Nevada, a plaintiff must prove the existence of
4 a valid contract, breach by the defendant, and damage as a result of the breach.²² Nevada law
5 requires, subject to few exceptions, that any contracts for conveyance of real property must be in
6 writing to be valid. *Nev. Rev. Stat. 111.205*. Specifically, Nevada Revised Statutes 111.205 Provides,
7 in relevant part:

8 "No estate or interest in lands, other than for leases for a term not exceeding 1 year, nor
9 any trust or power over or concerning lands, or in any manner relating thereto, shall be
10 created, granted, assigned, surrendered or declared after December 2, 1861, unless by
11 act or operation of law, or by deed or conveyance, in writing, subscribed by the party
12 creating, granting, assigning, surrendering or declaring the same, or by the party's
13 lawful agent thereunto authorized in writing." *Nev. Rev. Stat. 111.205(1)*.

13 Throughout this case, in his Complaint and all subsequent pleadings, Plaintiff Walker has
14 alleged his position to be predicated upon a written document he has asserted to be a "purchase
15 contract," attached to his Complaint as Exhibit 1. Attached to his Amended Complaint, Plaintiff
16 Walker produced a very low-quality photocopy of a document he asserts to have been signed by
17 defendant Victoria "Vicki" Halsey years ago. All of Plaintiff's claims in his Amended Complaint are
18 predicated upon the claimed written "contract" for purchase of the Property, the Complaint
19 specifically stating:

20 "Plaintiff accepted the Defendants offer, and made a payment toward the purchase
21 price, to Defendant Victoria Halsey. Defendant Victoria Halsey accepted Plaintiff's
22 first payment and provided the Plaintiff with a hand written contract, and promised to
23 provide a formal typed contract on February 01, 2005, at which time the Plaintiff takes
possession of the residence. **A copy of Plaintiff's contract with the Defendants is
attached hereto as EXHIBIT "I" and is incorporate herein by this reference.**"²³

24 ²¹ Order Granting Defendants' Motion in Limine, at 3:17-19; 3:20-23; 4:2-5.

25 ²² *Cohen-Breen v. Gray Television Group, Inc.*, 661 F. Supp. 2d 1158, 1171 (D. Nev. 2009); *Golden v. Kim*, 37 Nev. 205,
141 P. 676, 678 (Nev. 1914).

²³ Amended Complaint, at 7:7-12 (¶17). (emphasis added.)

Consequent to Plaintiff Walker's complete unwillingness to allow any inspection of the original document, this Court issued its Order Granting Defendants' Motion in Limine,²⁴ which provides:

"...Plaintiff Walker is not permitted to use, show, offer, or refer to the document identified by Plaintiff as Bates stamp "PT W-001" at any hearing or trial in this matter."²⁵

"...Plaintiff Walker is not permitted to use, show, offer, or refer to any copies or reproductions of the document identified by Plaintiff as Bates stamp "PT W-001," in whole or in part, at any hearing or trial in this matter."²⁶

"...Plaintiff Walker is not permitted to offer testimony about, or referring to, the document identified by Plaintiff as Bates stamp "PT W-001," either himself or through other witnesses, at any hearing or trial in this matter."²⁷

Accordingly, at any hearing or trial, Plaintiff Walker is not permitted to "use, show, offer, or refer" to "PT W-001" or any copies or reproductions of the document. Plaintiff Walker is further prevented from offering any testimony about, or referring to, the document.

After this Court issued its Order granting Defendants' motion in limine, Plaintiff Walker has suggested he wishes to bring in *new facts, and a new legal position*, to circumvent the obvious impediment to his claims. Understanding that he is precluded from talking about his written "contract," it has been suggested by Plaintiff Walker that he now apparently wants to claim his agreement with Floyd Grimes was an *oral* contract instead of the written contract as pleaded in his Complaint. It has been suggested that Plaintiff Walker now wants to claim the newly alleged oral contract is not subject to the statute of frauds because of some equally brand-new, undisclosed "part

²⁴ Order Granting Defendants' Motion in Limine, filed October 5, 2020.

²⁵ Order Granting Defendants' Motion in Limine, at 3:17-19.

²⁶ *Id.*, at 3:20-23.

²⁷ *Id.*, at 4:2-5.

1 performance” exemption that was alluded to at a settlement conference but has never been articulated
2 before.

3 Any efforts by Plaintiff Walker to bring novel claims and facts are untimely. Plaintiff Walker
4 made an oral request to the Court and to opposing counsel at the December 19, 2020 pretrial hearing
5 to amend his Complaint, which was properly denied. Plaintiff’s efforts to bring new facts and to now
6 reframe the legal position of his case in a surprise move, on the eve of trial, is obviously prejudicial to
7 the Defendants’ positions. It is clear Plaintiff Walker’s newly claimed “oral” contract is, in fact, a
8 disguised attempt to circumvent the Court’s Order precluding him from talking about the alleged
9 written contract produced as Exhibit 1 to his Complaint. It is apparent to Defendants that Mr. Walker
10 is only attempting to reframe the same alleged “contract” to be construed as an oral contract rather
11 than a written one.
12

13 **IX.**
14 **ESTIMATED TIME FOR TRIAL**

15 The parties believe that they will need 2 to 3 full days for trial.

16 **X.**
17 **IDENTIFICATION OF ORDERS ON ALL MOTIONS IN LIMINE OR MOTIONS FOR**
18 **SUMMARY JUDGMENT PREVIOUSLY MADE**

19 **A. MOTIONS IN LIMINE:**

- 20 1. PLAINTIFF WALKER None.
21 2. DEFENDANTS/COUNTERCLAIMANTS

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

23 **B. MOTIONS FOR SUMMARY JUDGMENT**

- 24 1. PLAINTIFF WALKER None.
25

2. DEFENDANTS/COUNTERCLAIMANTS

Defendants' Motion for Judgment on the Pleadings was granted in part, and denied in part, by this Court's Order dated March 29, 2021. Of Plaintiff's twenty-three original causes of action, the following nineteen were dismissed:

1. Plaintiff's first cause of action for Injunctive Relief,
2. Plaintiff's third cause of action for Declaratory Relief,
3. Plaintiff's fourth cause of action for Declaratory Relief,
4. Plaintiff's fifth cause of action for Declaratory Relief,
5. Plaintiff's seventh cause of action for Tortious Breach of Contract,
6. Plaintiff's ninth cause of action for Slander of Title,
7. Plaintiff's tenth cause of action for Nuisance,
8. Plaintiff's eleventh cause of action for Abuse of Process,
9. Plaintiff's twelfth cause of action for Fraudulent Inducement,
10. Plaintiff's thirteenth cause of action for Fraudulent Concealment,
11. Plaintiff's fourteenth cause of action for Fraudulent Transfer,
12. Plaintiff's fifteenth cause of action for Conversion,
13. Plaintiff's seventeenth cause of action for Conversion,
14. Plaintiff's eighteenth cause of action for Intentional Infliction of Emotional Distress,
15. Plaintiff's nineteenth cause of action for Civil Conspiracy,
16. Plaintiff's twentieth cause of action for Unjust Enrichment,
17. Plaintiff's twenty-first cause of action for Fraudulent Conveyance,
18. Plaintiff's twenty-second cause of action for Deceptive Trade Practice,
19. Plaintiff's twenty-third cause of action for Intentional Infliction of Emotional Distress.

Defendants' motion for judgment on the pleadings was denied concerning:

1. Plaintiff's second cause of action for Declaratory Relief,
2. Plaintiff's sixth cause of action for Breach of Contract,
3. Plaintiff's eighth cause of action for Slander of Title,
4. Plaintiff's sixteenth cause of action for Unjust Enrichment/Quantum Meruit.

**XI.
ANY OTHER MATTER WHICH COUNSEL DESIRES TO BRING TO THE ATTENTION
OF THE COURT PRIOR TO TRIAL**

Oral contracts for sale of realty are unenforceable.²⁸ A document, whether viewed as a deed or a deed of trust, is a conveyance of an interest in land within the statute of frauds.²⁹ Estoppel, or part performance, sufficient to take an oral agreement out of the statute of frauds must be proved by an extraordinary measure or quantum of evidence.³⁰

As a matter of law, Plaintiff's breach of contract claim cannot meet the legal standards to prevail. Plaintiff Walker is prevented from introducing the written document, which he has alleged to be a contract for purchase of the Property, at any hearing or trial. Additionally, for reasons discussed above, Plaintiff Walker cannot recharacterize his "contract" to be an oral agreement.

There are no further matters which require the Court's attention.

Dated this 15th day of April 2021.

DEMPSEY, ROBERTS & SMITH, LTD

By:



KENNETH M. ROBERTS, ESQ.

Nevada Bar No.: 4729

DAVID E. KRAWCZYK, ESQ.

Nevada Bar No. 12423

1130 Wigwam Pkwy

Henderson, NV 89074

Attorneys for Defendants, Counterclaimants

²⁸ *Linebarger v. Devine*, 47 Nev. 67, 214 P. 532 (1923)(If a parol contract for sale of real estate and the purchase of insurance is indivisible and part of it falls within the scope of the statute, it is unenforceable.)

²⁹ *Summa Corp. v. Greenspun*, 96 Nev. 247, 607 P.2d 569 (1980)(*overruled, in part, by Sandy Valley Assocs. v. Sky Ranch Estate Owners Ass'n*, 117 Nev. 948, 35 P.3d 964 (2001)).

³⁰ *Zunino v. Paramore*, 83 Nev. 506, 435 P.2d 196 (1967).



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

5 **DISTRICT COURT**

6 **CLARK COUNTY, NEVADA**

7 THOMAS WALKER, an individual,

8 Petitioner

9 vs.

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

14 Defendant(s)

Case No: A-18-783375-C

Dept. No.: XXXI

Date of Hearing: May 03, 2021

Time of Hearing: 9:00 o'clock AM

PRE-TRIAL MEMORANDUM

16 **PRE-TRIAL MEMORANDUM**

17 Plaintiff THOMAS WALKER, *Pro-Se* files hereby files its Trial Memorandum pursuant
18 to Eighth Judicial District Court Rule 2.67 and this Court's Amended Order Setting Civil Jury
19 Trial/Trial Setting Conference Calendar Call/Final Pre-Trial Conference and Status Check filed
20 October 28, 2020.

21 **I.**
22 **STATEMENT OF FACTS**

23 **BRIEF HISTORY OF THE PARTIES INVOLVEMENT**

24 On or about January 15, 2005, Plaintiff THOMAS WALKER purchased the property
25 located at 6253 ROCKY MOUNTAIN AVENUE, LAS VEGAS, NEVADA 89156, and the

1 mobile home situated thereon, from Defendant Floyd Grimes and Defendant Victoria Halsey.

2 The legal description of the property is as follows:

3 Real Property:

4 (a.) 6253 ROCKY MOUNTIAN AVENUE, LAS VEGAS, NEVADA, 89156

5 (b.) Legal Description: SUNRISE TRLR EST UNIT #5 PLAT BOOK 11 PAGE 83
6 LOT 27 BLOCK 1;

7 (c.) PARCEL# 140-15-414-070;

8 Mobile home Legal Description:

9 (d.) 1969 NEWPORT SINGLEWIDE 60x20 SERIAL#S1888.

10 Defendant Floyd Grimes offered to finance the sale of the property, thereby loaning
11 Plaintiff THOMAS WALKER \$69,000. Plaintiff THOMAS WALKER accepted Defendant
12 Floyd Grimes offer.

13 Defendant Grimes consideration \$44,000. and Plaintiff Thomas WALKER consideration
14 is ownership of the property.

15 Plaintiff THOMAS WALKER took possession of the property on February 01, 2005.

16 Plaintiff WALKER paid monthly as agreed.

17 Plaintiff WALKER even paid an extra \$100 per month for the first seven years, to pay off
18 its debt to Mr. Grimes quickly.

19 October 2015, Plaintiff THOMAS WALKER was unable to obtain an account balance
20 from Defendant Grimes or Defendant Hasley.

21 Plaintiff calculated a total paid to Defendant Grimes using its payment receipts.

22 Plaintiff WALKER calculated a total amount of approximately \$91,756 the total sum of
23 payments, paid to Defendants Floyd Grimes.

24 Defendant Grimes failed to convey the title for the property upon receiving the final
25 payment.

1 Plaintiff THOMAS WALKER notified Defendant Grimes, by written notice, that
2 Defendant Grimes had breached the contract and requested defendant Grime's performance.

3 Plaintiff WALKER was shocked when Defendant Grimes retaliated by attempting to
4 evict Plaintiff WALKER for non-payment of rent.

5 On or about December 14, 2015 Plaintiff THOMAS WALKER appeared in Court for a
6 Summary Eviction hearing against Defendant Halsey, appearing as Agent for Defendant Grimes.

7 Direct evidence was presented to the Judicial body and the Court ruled this was not a
8 landlord/tenant situation.

9 Plaintiff had paid a down payment to the Defendants.

10 Defendant Victoria Halsey testified and admitted that Plaintiff WALKER paid an extra
11 \$100.00 per month for the first 2 years to pay off the down payment.

12 Defendant Halsey testified and admitted the property was offered for sale to Plaintiff
13 WALKER for \$69,000

14 Defendant Halsey testified and admitted the Plaintiff's payment were going towards the
15 purchase of the property.

16 Defendant Halsey testified that the Defendant Grimes and Defendant Halsey accepted
17 Plaintiff WALKERS payments as purchase payments.

18 Defendant Halsey Testified that the Plaintiffs payments were applied as purchase
19 payments until November 2015, at which time the Defendants revert all of Plaintiff WALKER'S
20 purchase payments to rent payments, and the Defendants did so, without notice to Plaintiff
21 WALKER.

22 Defendant Halsey testified that there is no rental agreement.

23 Defendant Halsey testified there has never been a rental agreement

24 The Court ruled this matter was involving the sale of real property not a landlord/ tenant
25 dispute, that Plaintiff WALKER has an interest in the property, and if Defendants Grimes and

1 Defendant Halsey wanted to proceed in a legal action that the matter must be adjudicated
2 through a formal unlawful detainer action filed in District Court.

3 The Judge Denied the Defendant's Summary Eviction.

4 Defendant Grimes ignored the honorable judicial bodies instructions.

5 On or about February 11, 2016 Defendant Grimes conveyed the title for the property to
6 the WBG Trust.

7 On or about March 02, 2016 Plaintiff WALKER appeared again, against Defendant
8 Grimes, in Las Vegas Justice Court for a Summary Eviction hearing.

9 Defendant Grimes testified the property was offered for sale to the Plaintiff.

10 Defendant Grimes testified that the purchase price was \$69,000.

11 Defendant Grimes testified that the dispute was not about the sale of the property but that
12 the parties do not agree on the amount of interest that was to be paid by Plaintiff WALKER to
13 Defendant Grimes.

14 Defendant Grimes testified that there has never been a rental agreement.

15 The Court ruled this matter was involving the sale of real property not a landlord/ tenant
16 dispute and that there are too many issues of material fact.

17 The Court held that Plaintiff WALKER has an been accruing an interest in the property
18 with each of his payment.

19 The honorable judicial body instructed Defendant Grimes and Defendant Halsey that if
20 the wanted to proceed with a legal action that the matter must be adjudicated through a formal
21 unlawful detainer action filed in District Court.

22 The Judge Denied the Defendant's 2nd attempt for Summary Eviction.

23 Defendant Grimes and Defendant Halsey ignored the instructions of the honorable
24 Judicial body and filed a 3rd attempt for Summary Eviction.

25 On or about June 29, 2017 Plaintiff WALKER appeared against Defendant Grimes and

1 Defendant Hasley in Las Vegas Justice Court for a Summary Eviction hearing.

2 Defendant Grimes testified the purchase price was 69,000 according to the contract.

3 Defendant Grimes testified he provided Plaintiff WALKER with a hard money loan

4 Defendant Hasley testified that the Plaintiff Walker paid \$54,178; however, that did not
5 include the first 2 years of payments.

6 Defendant Grimes and Halsey testified the Defendants had disconnected the water
7 service to the property

8 Defendants were instructed that disconnecting essential services while the residence is
9 occupied to force someone from the property is illegal and notified Defendant Grimes and
10 Defendant Halsey they could be sued.

11 Plaintiff THOMAS WALKER cannot connect water service, because of Defendants
12 Grimes and Defendant Arnone, both Defendants have instructed the North Las Vegas water utility
13 not to connect water service to the property while the title to the property remains in the name of
14 either defendant.

15 Plaintiff THOMAS WALKER has had no water service connection, to the property since
16 June 2017.

17 On or about January 2018, Plaintiff THOMAS WALKER appeared in Court for a
18 Summary Eviction hearing against Defendant Grimes, Defendant Halsey, and Defendant
19 Elizabeth Grimes.

20 The Court ruled it would uphold the previous rulings of the Court.

21 The Judicial body denied the Summary Eviction.

22 On or about August 13, 2018 Defendant Floyd Grimes and Defendant Elizabeth Grimes
23 as Trustees of the WBG Trust, sold the property to a family member, Defendant Jalee Arnone.

24 On or about October 24, 2018 Plaintiff WALKER filed its lawsuit.

25 On or about November 02, 2018 Defendant Jalee Arnone served Plaintiff WALKER with

1 a 30 day no cause notice.

2 Plaintiff WALKER has never had any communication with Jalee Arnone.

3 Defendants have failed to inform Plaintiff WALKER of any change in the title for the
4 property.

5 Defendant Arnone had never requested any payment of rent or notified Plaintiff
6 WALKER that she had become involved in this matter prior to the 30 day no cause notice served
7 to Plaintiff WALKER on November 02, 2018.

8 Plaintiff WALKER has maintained possession of the property since February 01,2005
9 through the present date.

10 Plaintiff WALKER'S document filed with the Court titled "1st Amended Verified
11 Complaint" paragraph 204. alleges:

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

14 Defendants in their responsive pleading admit to the allegations in paragraph 204 of the
15 Plaintiff WALKER'S "Plaintiff's 1st Amended Verified Complaint"

17 II.

18 A. A LIST OF PLAINTIFF WALKER'S CLAIMS FOR RELIEF

19 LIST OF PLAINTIFF'S CLAIMS

- 20 1. Injunctive Relief, (Against all Defendants) *
- 21 2. Declaratory (sic) Relief, (Against all Defendants)
- 22 3. Declaratory (sic) Relief, violation of Nev. Const. Art.1 Sec.1(Against all Defendant)
- 23 *
- 24 4. Declaratory (sic) Relief, violation of Nev. Const. Art.1 Sec.8(Against all Defendants)
- 25 *

- 1 5. Declaratory (sic) Relief, violation of NRS 205.365 (Against all Defendants) *
- 2 6. Breach of Contract, (Against Floyd Grimes and Victoria Halsey).
- 3 7. Breach of Contract (Tort), (Against Floyd Grimes and Victoria Halsey) *
- 4 8. Slander of Title, (Against Floyd Grimes, Elizabeth Grimes, WBG Trust, and Victoria
- 5 Halsey)
- 6 9. Slander of Title, (Against Jalee Arnone, Floyd Grimes, Elizabeth Grimes, WBG
- 7 Trust, and Victoria Halsey) *
- 8 10. Nuisance, (Against Floyd Grimes, Elizabeth Grimes, Victoria Halsey, and Jalee
- 9 Arnone) *
- 10 11. Abuse of Process (Against Floyd Grimes and Victoria Halsey) *
- 11 12. Fraudulent Inducement (Against Floyd Grimes and Victoria Halsey) *
- 12 13. Fraudulent Concealment (Against Floyd Grimes, Elizabeth Grimes, Victoria Halsey,
- 13 and Jalee Arnone) *
- 14 14. Fraudulent Transfer (Against Floyd Grimes, Elizabeth Grimes, and Victoria Halsey) *
- 15 15. Conversion (Against Floyd Grimes, and Victoria Halsey) *
- 16 16. Unjust Enrichment Quantum Meruit (Against Floyd Grimes, Elizabeth Grimes, and
- 17 Victoria Halsey)
- 18 17. Conversion (Against Floyd Grimes, Elizabeth Grimes, Victoria Halsey, and Jalee
- 19 Arnone) *
- 20 18. Intentional Infliction of Emotional Distress (Against Floyd Grimes, and Victoria
- 21 Halsey) *
- 22 19. Civil Conspiracy (Against all Defendants) *
- 23 20. Unjust Enrichment (Against Floyd Grimes, Victoria Halsey, and Jalee Arnone) *
- 24 21. Fraudulent Conveyance (Against Floyd Grimes, Elizabeth Grimes, and Victoria
- 25 Halsey) *

1 22. Deceptive Trade Practice Distress (Against Floyd Grimes, and Victoria Halsey) *

2 23. Intentional Infliction of Emotional Distress (Against) all Defendants) *

3 LIST OF PLAINTIFF'S REMAINING CLAIMS

4 2. DECLERATORY RELIEF, (Against all Defendants)

5 6. BREACH OF CONTRACT, (Against Floyd Grimes and Victoria Halsey).

6 8. SLANDER OF TITLE, (Against Floyd Grimes, Elizabeth Grimes, WBG Trust, and
7 Victoria Halsey).

8 16. UNJUST ENRICHMENT (QUANTUM MERUIT), (Against Floyd Grimes,
9 Elizabeth Grimes, and Victoria Halsey)

10 **B. A LIST OF DEFENDANTS' AFFIRMATIVE DEFENSES**

11 1. Plaintiff's complaint on file herein fails to state a claim against this answering
12 defendant upon which relief can be granted,

13 2. Defendants allege that Plaintiff is estopped from pursuing any claim against
14 defendant,

15 3. Plaintiff failed to commence an action in this matter within the periods of
16 limitation as prescribed by NRS 11.190 et. seq., and this action is barred by the statute of
17 limitations and no recovery may be made,

18 4. Any claim of Plaintiff is barred by laches of Plaintiff in pursuing such claim.

19 5. There existed no privity of contract between Plaintiff and certain defendants, and the
20 allegation in the plaintiffs Complaint which are based on express or implied contract are,
21 therefore, barred as to certain defendants because of said lack of privity of contract.

22 6. Defendant always allege that relevant hereto the alleged agreement entered between
23 the Plaintiff and defendants would be unenforceable and in violation of the statute of frauds and
24 therefore void.

25 7. Defendants allege that at the time and place alleged in the complaint, there was no

1 consideration for the contract Plaintiff now claims are breached.

2 8. Defendant allege that Plaintiff has waved any right of recovery from Defendants.

3 9. Defendant intend to rely upon the defense of Plaintiffs failure to mitigate damages.

4 10. Defendants intend to rely upon the defense of unclean hands.

5 11. Defendant intend to rely upon the Plaintiffs bad faith and/or Plaintiff's breach of
6 covenant of good faith and fair dealings.

7 12. Defendants intend to assert his own good faith as a defense.

8 13. Defendants intend to rely upon the defense of knowledge and acquiescence.

9 14. Defendants intend to rely upon the defense of Plaintiff's consent.

10 **C. FLOYD GRIMES AND JALEE ARNONE'S COUNTERCLAIMS**

11 1. Breach of contract.

12 2. Breach of Covenant of Good Faith in Fair Dealings.

13 3. Unjust Enrichment.

14 4. Slander of Title.

15 5. Injunctive Relief

16 **D. PLAINTIFF WALKERS' AFFIRMATIVE DEFENSES TO COUNTERCLAIMS**

17 1. Counterclaimant counterclaim on file herein fails to state a claim for which relief can
18 be granted.

19 2. Counter-defendant alleges that counterclaimants are estopped from pursuing any claim
20 against counter-defendant.

21 3. Any claim of counterclaimants is barred by laches of defendants/counterclaims in
22 pursuing such claim.

23 4. Counterclaimants, with full knowledge of all the facts connected with, or relating to
24 the transaction alleged in the complaint, ratified, and confirmed on all aspects, those actions of
25 the Counter-defendant, by action of the defendants/counterclaimants accepting, and retaining,

1 the benefits produced from said acts.

2 5. There exists no privity of contract between certain counterclaimants and the counter-
3 defendant, the allegations contained in the counterclaimant's counterclaim which are based on an
4 express or implied contract are, therefore barred as to certain counterclaimants and the counter-
5 defendant because of lack of said privity of contract.

6 6. Counter-defendant intends to rely upon the defense of mutuality.

7 7. Counter-defendant intends to rely upon the defense of unclean hands.

8 8. Counter-defendant intends to rely upon the defense of frustration of purpose.

9 9. All possible affirmative defenses may not have been alleged here insofar as sufficient
10 fact were not available after reasonable inquiry upon filing of this Answer. Therefore, counter-
11 defendant reserves the right to amend this Answer to allege affirmative defenses and claims,
12 counterclaims, crossclaims, or third-party claims, as applicable, upon further investigation and
13 discovery.

14 III.

15 LIST OF CLAIMS TO BE ABANDONED

16 Plaintiff has not abandoned any of his claims. Counterclaimants have not abandoned any
17 of their claims.

18 IV.

19 LIST OF EXHIBITS

20 A. DEFENDANTS/COUNTERCLAIMANTS

- 21 1. Nevada Quit Claim Deed. (DRS0001)
- 22 2. Grant, Bargain and Sale Deed. (DRS0002-0008)
- 23 3. Treasurer Absolute Deed. (DRS0009)
- 24 4. Photographs of 6253 Rocky Mountain Ave., Las Vegas, NV 89156(DRS0010-0023
- 25 5. City of North Las Vegas Transaction History. (DRS0024-0031)

- 1 6. Contract provided to Plaintiff in 2012 by Defendant Floyd Grimes, (PTW0001)
- 2 7. Bankrate Statement. (PTW0002-0003)
- 3 8. Plaintiff's Receipts. (PTW0014-0029)
- 4 9. Summary Eviction Notices. (PTW0030-0036)
- 5 10. Court Minutes from Justice Court. (PTW0037-0041)
- 6 11. Clark County Assessor records (PTW0051-0053)
- 7 12. Receipt for payment of property taxes (PTW0057)
- 8 13 Receipt for payment to North Las Vegas Water Utility (PTW0058)
- 9 14. Official video transcript for hearing on December 14, 2015
- 10 15. Official video transcript for hearing on March 02, 2016
- 11 16. Official transcript for hearing on June 29, 2017

12 **V.**

13 **AGREEMENTS AS TO THE LOIMITATION OF EVIDENCE**

14 None

15 **VI.**

16 **LIST OF WOTNESSES**

17 **A. PLAINTIFF/COUNTER-DEFENDANTS LIST OF WITNESSES**

- 18 1. Floyd Grimes
19 c/o Kenneth M. Roberts, Esq.
20 Dempsey, Roberts & Smith, Ltd.,
21 1130 Wigwam Parkway
22 Henderson, NV 89074
23 (702) 388-1216
- 24 2. Elizabeth Grimes
25 c/o Kenneth M. Roberts, Esq.
Dempsey, Roberts & Smith, Ltd.,
1130 Wigwam Parkway
Henderson, NV 89074
(702) 388-1216
3. Victoria Jean Grimes (Halsey)
c/o Kenneth M. Roberts, Esq.

1 Dempsey, Roberts & Smith, Ltd.,
2 1130 Wigwam Parkway
3 Henderson, NV 89074
4 (702) 388-1216

5 4. Jalee Arnone
6 c/o Kenneth M. Roberts, Esq.
7 Dempsey, Roberts & Smith, Ltd.,
8 1130 Wigwam Parkway
9 Henderson, NV 89074
10 (702) 388-1216

11 5. Peter Arnone
12 c/o Kenneth M. Roberts, Esq.
13 Dempsey, Roberts & Smith, Ltd.,
14 1130 Wigwam Parkway
15 Henderson, NV 89074
16 (702) 388-1216

17 6. Linda Bell
18 c/o Kenneth M. Roberts, Esq.
19 Dempsey, Roberts & Smith, Ltd.,
20 1130 Wigwam Parkway
21 Henderson, NV 89074
22 (702) 388-1216

23 7. Kathy Potts3
24 64 Logan Street
25 Las Vegas, NV 89110
(702)488-8901

8. Thomas Walker
6253 Rocky Mountain Avenue
Las Vegas, NV 89156
(702)619-1256

VII.

BRIEF STATEMENT OF ISSUES OF LAW WHICH MAY BE CONTESTED AT THE TIME OF TRIAL

1. Counterclaimants First Cause of Action for Breach of Contract

Counterclaimants have predicated its breach of contract claims upon an oral contract of a rental agreement. However, Counterclaimant Grimes and Defendant Halsey both testified in a previous hearing in Las Vegas Justice Court, and during said hearing testified that there was

1 never a rental agreement. This is evidenced in the official transcripts from the Las Vegas Justice
2 Court, Case#15E026926.

3 Juries and judges often base their verdicts, sentences, or other important decisions on
4 sworn testimony and signed documents. Statements given under oath and certain legal
5 documents are presumed to be truthful, or at least made in good faith.

6 For the Counterclaimants to testify to the contrary would be a commitment of perjury and
7 would violate NRS 190.120 which states as follows:

8 **NRS 199.120 Definition; penalties.** A person, having taken a lawful oath or made affirmation in a
9 judicial proceeding or in any other matter where, by law, an oath or affirmation is required and no other
penalty is prescribed, who:

- 10 1. Willfully makes an unqualified statement of that which the person does not know to be true;
 - 11 2. Swears or affirms willfully and falsely in a matter material to the issue or point in question;
 - 12 3. Suborns any other person to make such an unqualified statement or to swear or affirm in such
a manner;
 - 13 4. Executes an affidavit pursuant to NRS 15.010 which contains a false statement, or suborns any
other person to do so; or
 - 14 5. Executes an affidavit or other instrument which contains a false statement before a person
authorized to administer oaths or suborns any other person to do so,
- 15 is guilty of perjury or subornation of perjury, as the case may be, which is a category D felony and shall be
16 punished as provided in NRS 193.130.

17 Because the Defendants have already offered testimony and under oath and testified to
18 this fact there was not a rental agreement and further having admitted in a verified pleading that
19 the Plaintiff purchased the property, to offer testimony contrary to what the Defendants have
20 already testified would be committing perjury, therefore this action is not supportable

21 **2. Counterclaimants Second Cause of Action for Breach of the Covenants of Good
22 Faith and Fair Dealings**

23 The Counterclaimants second cause of action is also based on the claim of an oral
24 contract.

25 "By oral agreement between counter defendant and counterclaimant Floyd
Grimes, and in anticipation of the potential sale, to be documented by real estate sales contract,
counterclaimant Floyd Grimes allowed Counter-defendant to begin residing in the subject
property as a tenant and that counter-defendant would pay monthly rent.

It is impossible for Counterclaimants to prevail on its claim of Breach of the Covenants

1 of Good Faith and Fair Dealings, because as described above to testify that there is an oral
2 agreement would be committing perjury and in violation of NRS 190.120.

3 **3. Counterclaimants Third Cause of Action for Unjust Enrichment:**

4 Counterclaimants third cause of action for Unjust Enrichment is unsupportable because
5 that Defendants having admit in their responsive Pleadings that the Plaintiff purchased the
6 property. Plaintiff's 1st Amended Verified Complaint paragraph 204.

7
8
9 **4. Slander of Title**

10 A slander of title claim requires: 1. false and malicious communications, 2. that disparage
11 a person's title in land, 3. And causes special damages. *McKnight Family, LLP v Adept Mgmt*
12 *Servs.*, 129 Nev. 610, 615, 310 P. 3d 555,559(2013) Slander of title is a civil action separate
13 from the title to land and does not infringe upon an individual's right to use or dispose of his or
14 her property. *Id.*, at 616,559. Because the Counterclaimants admit in their responsive pleading on
15 file herein, that the property was purchased by the Plaintiff, this action is unsupportable as it
16 would require testimony contrary to the pleadings. Concerning an admission in the pleadings the
17 Court have held:

18 "Admitted testimony can not vary the admissions of the Pleadings"
19 *Manni v Bowman* 26, Nev. 451, 69 P. 995

20 **5. Counterclaimants Fifth Cause of Action for Injunctive Relief**

21 Concerning Injunctive Relief. Injunctive relief is a remedy offered a landlord as a
22 summary remedy for an unlawful detainer action.

23 The Counterclaimants having admit in its pleadings the property was purchased by the
24 Counterclaimant would nullifies any testimony offered to the contrary and case law has well
25 established that

1 “Admitted testimony cannot vary the admissions of the Pleadings”
2 *Manni v Bowman* 26, Nev. 451, 69 P. 995

3 Therefore, the counterclaimants claim for Injunctive Relief is unsupportable.

4 **VIII.**

5 **ESTIMATED TIME FOR TRIAL**

6 The parties believe that they will need 2-3 days for trial.

7 **IX.**

8 **IDENTIFICATION OF ORDERS ON ALL MOTIONS IN LIMINE OR MOTIONS FOR**
9 **SUMMARY JUDGMENT PREVIOUSLY MADE**

10 **A. MOTIONS IN LIMINE**

11 **1. DEFENDANTS/COUNTERCLAIMANTS**

12 Order granting Defendant’s motion in Limine, filed October 5, 2020

13 **B. MOTION FOR SUMMARY JUDGMENT**

14 **1. DEFENDANT’S/COUNTERCLAIMANTS**

15 Defendant’s Motion for Judgement on the Pleadings was granted in part, and denied in
16 part, by this Court’s Order dated _____. Of Plaintiff’s 23 original causes of action the following
17 19 were dismissed.

18 1. Plaintiff’s first cause of action for Injunctive Relief

19 2. Plaintiff’s third cause of action for Declaratory Relief

20 3. Plaintiff’s fourth cause of action for Declaratory Relief

21 4. Plaintiff’s fifth cause of action for Declaratory Relief

22 5. Plaintiff’s seventh cause of action for Tortious Breach of Contract

23 6. Plaintiff’s ninth cause of action for Slander of Title

24 7. Plaintiff’s tenth cause of action for nuisance

25 8. Plaintiff’s eleventh cause of action for abuse of process

- 1 9. Plaintiff's twelfth cause of action for Fraudulent Inducement
2 10. Plaintiff's thirteenth cause of action for Fraudulent Concealment
3 11. Plaintiff's fourteenth cause of action for Fraudulent Transfer
4 12. Plaintiff's fifteenth Abuse of action for Conversion
5 13. Plaintiff's seventeenth cause of action for Conversion
6 14. Plaintiff's eighteenth cause of action for Intentional Infliction of Emotional Distress
7 15. Plaintiff's nineteenth cause of action for Civil Conspiracy
8 16. Plaintiff's twentieth cause of action for Unjust Enrichment
9 17. Plaintiff's twenty-first cause of actions for Fraudulent Conveyance
10 18. Plaintiff's twenty-second cause of action for Deceptive Trade Practice
11 19. Plaintiff's twenty0-third cause of action for Intentional Infliction of Emotional

12 Distress

13 Defendants motion for Judgment on the Pleadings was denied concerning:

- 14 1. Plaintiffs second cause of action for Declaratory Relief
15 2. Plaintiff's sixth cause of action for Breach of Contract
16 3. Plaintiff's eighth cause of action for Slander of Title
17 4. Plaintiff's sixteenth cause of action for Unjust Enrichment/Quantum Meruit

18 **2. PLAINTIFF WALKER**

19 None

20 **X.**

21 **ANY OTHER MATTERS WHICH COUNSEL DESIRES TO BRING TO THE**
22 **ATTENTION OF THE COURT PRIOR TO TRIAL**

23 Oral contracts for the leasing of land for more than one year are unenforceable.

24 As a matter of law Counterclaimants Countersuit cannot meet the legal standards to
25 prevail. Defendants/Counterclaimants having admitted in their pleadings to Plaintiff WALKER

1 purchasing the property, coupled with the Defendants testimony to the nonexistence of a rental
2 agreement, testimony which cannot be contradicted, Counterclaimants Complaint fails to state a
3 valid claim for which relief can be granted.

4 There are no further matters which require the Courts attention.

5
6 Dated this 15th day of April 2021

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Respectfully submit by:



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Thomas Walker

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1 ARJT

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3 DISTRICT COURT
4 CLARK COUNTY, NEVADA
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6 THOMAS WALKER, ET AL.;

CASE NO. A-18-783375-C

7 Plaintiff(s),

DEPT NO. XXXI

8 v.
9

10 FLOYD GRIMES, ET AL.;

FIRM SETTING: JUNE 1, 2021

11 Defendant(s).
12

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

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

16 **IT IS HEREBY ORDERED THAT:**

17 **A. Trial** - This matter is set for a **JURY TRIAL** on a **FIRM TRIAL SETTING**
18 **#1** to begin on **JUNE 1, 2021**, at **9:00 a.m.**, in Department XXXI, **at a remote**
19 **location or at the Regional Justice Center. The location is to be determined.**

20 Department 31 follows and enforces all of the parts of the Eighth Judicial
21 District Court COVID-19 Jury Trial Plan (Plan) dated September 28, 2020. It is
22 suggested that you review it, and all exhibits attached to it, before the
23 commencement of trial. The Plan is also available on the opening page of the
24 Court's website at www.clarkcountycourts.us. This Pre-Trial Order is made to
25 highlight some of the most relevant provisions contained in the Plan, and is not
26 exhaustive.
27
28

1 **a. Appearances** - Attorneys, their clients, and/or witnesses may appear
2 remotely via Bluejeans or in person for the trial. For anyone appearing remotely,
3 they should sit in a bright room with light on their face, especially if their
4 credibility is being determined. If a witness is appearing remotely, their identity
5 must be verifiable by the counsel who calls the witness. Witnesses who appear in
6 person will testify from the jury box to promote social distancing.

7 Courtroom 12B can accommodate up to 25 people, including the Judge, jury
8 panel, and court staff, in a socially-distanced manner. Please be mindful that
9 there will be approximately 5 court staff that may be in attendance in the courtroom
10 during trial. Kindly advise the Judicial Executive Assistant, Tracy Cordoba, via
11 email cordt@clarkcountycourts.us, of the number of people (attorneys, clients,
12 witnesses, etc.) that will be in attendance, in person, in the courtroom, and the
13 number of people will be appearing remotely. Pursuant to Administrative Order 21-
14 03, the Court must evaluate the good cause for any in-person appearances.

15 Please be advised that proceedings can be live-streamed for those who may
16 wish to view the trial. Only staff, counsel, parties, jury, and the potentially the
17 witnesses are currently allowed to be in the courtroom or remote location. If the
18 exclusionary rule is invoked, witnesses (except experts) shall not have access to
19 the applicable portion to the proceedings.

20 Masking is required and enforced at all times at the Regional Justice Center
21 and/or the remote location, pursuant to the Administrative Orders and/or Governor's
22 directives. Per the Administrative Order, everyone is requested to wear a tight
23 fitting mask that fully covers the mouth and nose. No food or beverage is currently
24 allowed in the determined location, but frequent breaks will be taken. Face shields
25 may be worn, in addition to a mask, but are not sufficient alone. Attorneys and their
26 clients will not have access to the "back of the house" facilities and, therefore, must
27 use the public restrooms located on the floor during the trial.

1 Daily, before trial, the Marshal will perform a wellness check on the judge
2 and staff members. The Marshal will then perform wellness checks on attorneys,
3 parties, jury, and witnesses before admission to the courtroom. No one will be
4 admitted who has a temperature over 100.4. If that occurs, the trial will be recessed
5 for COVID-19 testing. There are specifics about testing and recesses in the Plan. If
6 anyone begins to feel ill during the trial, the Court must be notified.

7 Before your daily entry in to the courtroom or remote location, counsels'
8 tables and chairs will be wiped down. Hand sanitizer and sanitary wipes will be
9 available. It is politely requested that you enter the courtroom with clean hands
10 when you arrive and after each break. If the trial is being held at the Regional
11 Justice Center, there are porters at the Regional Justice Center who sanitize
12 commonly-touched things such as escalator buttons and door handles, but it is
13 requested that all parties be cautious with touching surfaces. The courtroom is
14 cleaned and sanitized once daily - at the end of the day. If you wish, you may
15 bring sanitizing products in to the courtroom/remote location. Counsels' tables at the
16 Regional Justice Center have been treated with an anti-viral coating.

17 **B. Calendar Call/Final Pre-Trial Conference** - A Calendar Call/Final Pre-
18 Trial Conference will be held on **MAY 18, 2021**, beginning at **9:00 a.m.** The
19 Calendar Call will be heard by means of remote appearances. A Memo containing
20 the Bluejeans connection information will be filed and served two (2) days prior to the
21 hearing date.

22 **C. Exhibits** - All exhibits will be electronic. Counsel is encouraged to
23 confer prior to the Calendar Call to determine whether any exhibits can be stipulated
24 into evidence. The Court Information Technology office examines the proposed
25 electronic exhibits before they can be offered or admitted. The exhibits must be
26 submitted electronically to: DCevidence@clarkcountycourts.us.

1 In accordance with Administrative Order 21-03, all exhibits will be electronic
2 unless otherwise specified by the Court for good cause. Counsel is encouraged to
3 confer prior to the Calendar Call to determine whether any exhibits can be stipulated
4 into evidence. The exhibits must be submitted electronically to:

5 DCevidence@clarkcountycourts.us. The Court Information Technology office then
6 examines the proposed electronic exhibits before they can be offered or admitted.
7

8 Depositions and demonstrative exhibits will be discussed at the Calendar
9 Call/Final Pre-Trial Conference. Each counsel also needs to ensure that they have
10 electronic version of all exhibits during the trial that will be shown to each witness.

11 In accordance with EDCR 2.69, unless otherwise ordered by the Court, the
12 parties must provide the following, electronically, at or before the Calendar
13 Call/Final Pre-Trial Conference:

- 14 (1) Typed exhibit lists; with all stipulated exhibits marked;
- 15 (2) All exhibits marked by counsel for identification purposes;
- 16 (3) Jury instructions in two groups, unopposed and opposed;
- 17 (4) Proposed forms of Verdict
- 18 (5) Proposed voir dire questions;
- 19 (6) List of depositions and the depositions that each party intends to use;
- 20 (7) List of equipment needed for trial, including audiovisual equipment;¹ and,

21 For the parties' convenience, the Court has summarized provisions of various
22 rules and requirements in its Handout/Procedure Guidelines for Civil Jury Trials and
23 Civil Bench Trials. All counsel and pro se litigants must comply with the provisions of
24 the applicable Handout/Procedure Guidelines for each Jury or Bench trial. The
25 Handout/Procedure Guidelines gives detailed instructions on several topics including:

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

1 Depositions, Audio Visual Witness Appearances, Jury Notebook, Proposed Voir Dire,
2 Jury Instructions, Verdict Forms, Exhibits, Jury Questionnaires, as well as procedures
3 involving the Court Recorder and Audio Visual Equipment. Copies of the
4 Handout/Procedure Guidelines are located in the Courtroom and can be found on the
5 District Court – Department XXXI – website.

6 **D. Motions in Limine** – The Motion in Limine filing deadline has not been
7 extended. **Orders shortening time will not be signed except in extreme**
8 **emergencies.**

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

12 **F. Pre-Trial Memorandum** – If the parties wish to file an Amended
13 Joint/Individual Pre-Trial Memorandum(a), it must be filed no later than 4:00 p.m., on
14 **MAY 14, 2021**, with a courtesy copy emailed to Department XXXI,
15 cordt@clarkcountycourts.us, upon filing. All parties, (attorneys and parties in proper
16 person) **MUST comply** with **All REQUIREMENTS** of E.D.C.R. 2.67, 2.68, and 2.69.

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

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

26 **Failure of the designated trial counsel, or any party appearing in proper**
27 **person, to appear for any court appearances or to comply with this Order shall**
28

1 result in any of the following: (1) dismissal of the action; (2) default judgment;
2 (3) monetary sanctions; (4) vacation of trial date; and/or any other appropriate
3 remedy or sanction.

4 Counsel is required to advise the Court immediately, in writing, if the case
5 settles or is otherwise resolved prior to trial. A stipulation which terminates a case by
6 dismissal shall indicate any date(s) to be vacated.

7
8 DATED this 5th day of May, 2021

9
10 
11 JOANNA S. KISHNER
12 DISTRICT COURT JUDGE

13
14 **CERTIFICATE OF SERVICE**

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

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

21 
22 TRACY L. CORDOBA-WHEELER
23 Judicial Executive Assistant



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

5 **DISTRICT COURT**

6 **CLARK COUNTY, NEVADA**

7 THOMAS WALKER, an individual,

8 Petitioner

9 vs.

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

14 Defendant(s)

Case No: A-18-783375-C

Dept. No.: XXXI

Date of Hearing: May 03, 2021

Time of Hearing: 9:00 o'clock AM

**PLAINTIFF'S PRE-TRIAL
MEMORANDUM**

16 **PLAINTIFF'S PRE-TRIAL MEMORANDUM**

17 Plaintiff THOMAS WALKER, *Pro-Se*, hereby submits its Pretrial Memorandum
18 pursuant to Eighth Judicial District Court Rule 2.67.

19 Pursuant to EDCR 2.67, a meeting was held between Plaintiff THOMASWALKER and
20 Defendants' counsel, Kenneth Roberts, Esq., on April 12, 2021. Plaintiff and Defendants'
21 counsel exchanged proposed witness lists. However, when Plaintiff WALKER requested to
22 examine the evidence of Defendants pursuant to EDCR 2.67, Defendants' counsel agreed to
23 provide its evidence for examination, then failed to do so. Plaintiff WALKER to date has not
24 been given an opportunity to view or examine the evidence accordance with EDCR 2.67.
25 Defendants' unwillingness to comply with EDCR 2.67 and in not allowing Plaintiff to examine

1 the Defendants evidence as a requisite to assist in preparing a joint pretrial memorandum.

2 Accordingly, Plaintiff submits this individual Pretrial Memorandum.

3 **I.**
4 **STATEMENT OF FACTS**

5 PLAINTIFF'S BRIEF STATEMENT OF FACTS

6 On or about January 15, 2005, Plaintiff/Counter-defendant THOMAS WALKER
7 purchased the property, and the mobile home thereon, located at 6253 Rocky Mountain Avenue,
8 Las Vegas, Nevada, 89156, from Defendant/Counterclaimant Floyd Grimes and Defendant
9 Victoria Halsey.

10 On or about January 15, 2005 Plaintiff THOMAS WALKER accepted a loan from
11 Defendant Grimes, used to finance the sale of the aforementioned property.

12 Plaintiff THOMAS WALKER would receive consideration in the form of ownership and
13 all of the ownership rights and enjoyment of the property.

14 Defendant Grimes would receive \$44,000 consideration for financing the loan, and
15 \$25,000 consideration for the property.

16 The terms of the loan were as follows:

17 **LOAN TERMS**

18 **A. Payments due on the first day of each month in the following**
19 **amount;**

- 20 1. \$800/month for 25 months, payments 1-25;
21 2. \$700/month for 70 months, payments 26-95;
22 3. Total number of payments 95.

23 **B. Payments apply as follows:**

- 24 1. Payment # 1- 25 = (\$100/month x 25 months) = \$2,500.
25 Down payment
2. Payment #1 – 95 = (\$700/month x 95 months) = \$66,500
Remaining Balance

1
2
3. Total amount to be paid \$69,000;

4
5
6 C. Title to transfer upon final payment

7 Plaintiff WALKER paid Defendant Grimes as agreed. In fact, Plaintiff WALKER paid an
8 extra \$100 per month for an additional 5 years, in an effort to pay off the balance owed to
9 Defendant Grimes earlier.

10 On or about November 29, 2012, Plaintiff WALKER met with Defendant Grimes to
11 obtain a payoff of the remaining \$69,000 and instead, was given an amended version of the prior
12 agreement. The document was pre-dated 7 years prior, to February 01, 2005 and included a print-
13 out of an amortized mortgage schedule, printed up from the Defendants home computer.

14 Defendant Grimes instructed Plaintiff WALKER to review the amended contract and to
15 refer to the print out provided by Defendant Elizabeth Grimes for a balance.
16 The amended contract would have provided Defendant Grimes with an additional \$150,000.00 in
17 consideration and provided no further consideration for Plaintiff WALKER, therefore Plaintiff
18 WALKER refused to modify the contract.

19 Plaintiff WALKER was never given an accurate balance from the Defendant Grimes or
20 Defendant Hasey, despite his numerous attempts.

21 On or about October 2015, Plaintiff WALKER, using his receipts, calculated paying
22 Defendants Grimes and Halsey approximately \$91,000.

23 Plaintiff WALKER having satisfied its obligations and paying Defendant Grimes in full,
24 contacted Defendant Grimes and demanded conveyance of the title to the property.

25 Defendant Grimes refused to convey the title to the property.

Plaintiff WALKER notified Defendant Grimes and Defendant Hasey that if Plaintiff
WALKER would have to take legal action against Defendant Grimes and Defendant Halsey.

Plaintiff WALKER began contacting attorneys, including contacting the Nevada Bar

1 Association and requesting an attorney reference.

2 On or about November 2015 Plaintiff WALKER was shocked to returned home from
3 work to find a 5 Day Notice To Pay Rent Or Quit. This was the first or a total of 8 Notices
4 Plaintiff WALKER received.

5 Plaintiff WALKER appeared in Las Vegas Justice Court for a Summary Eviction hearing
6 4 times.

7 The Court ruled that this matter was not a landlord/ tenant situation, that the matter concerned
8 real property, and a loan for real property, therefore the matter was not appropriate for Summary
9 Eviction. The Court further advised the parties that if the parties sought to resolve the issues,
10 then the parties should contact a lawyer and file the appropriate action in District Court.

11 Plaintiff WALKER succeeded because of the Defendants testified that Plaintiff
12 WALKER purchased the property and that Plaintiff's payments were going towards the purchase
13 of the property. Defendant Grimes testified that he provided Plaintiff WALKER with a money
14 "LOAN". When the Defendants were told that the matter involved real property and Plaintiff
15 WALKER had an interest in the property which he had been acquiring through his payments to
16 Defendant Grimes and that the parties would have to file an action in District Court to resolve
17 the issues, that the Defendants attempted to change their story and claim this was now a rental
18 agreement. Plaintiff WALKER began seeking legal counsel, including requesting an attorney
19 reference from the Nevada Bar Association. Plaintiff WALKER could not find an attorney
20 willing to accept this case due to the myriad of issues and therefore, Plaintiff WALKER began
21 preparing to represent himself.

22 On or about July 2018, Plaintiff WALKER mailed, via certified mail, letter demanding
23 contract compliance and conveyance of the title, further giving notice he was prepared to file
24 legal action against Defendant Grimes and Defendant Halsey if they refused to return contract
25 compliance.

1 On or about August 13, 2018 Defendant Grimes involves Defendant Jalee Arnone.
2 Defendant Grimes knowing Plaintiff WALKER was beginning to take legal action for the
3 property tried to back door the justice system and use it to take the property from Plaintiff
4 WALKER, before Plaintiff WALKER could file this lawsuit. Defendant Grimes quit claimed the
5 property to Defendant Arnone for a mere \$15,000, despite having already taken \$91,000 from
6 Plaintiff WALKER, then planned to have Defendant Arnone try and obtain Summary Eviction
7 against Plaintiff WALKER.

8 On or about October 24, 2018 Plaintiff WALKER filed this lawsuit and that the constable
9 began attempting to locate and serve the Defendants.

10 On or about November 02, 2018 Defendant Jalee Arnone served Plaintiff WALKER with
11 a 30 Day (No Cause) Notice. Defendant Arnone was seeking to evict Plaintiff WALKER using
12 Summary Eviction. Unfortunately for the Defendants this attempt was thwarted by Plaintiff
13 WALKER.

14 On or about November 20, 2018 the constable served the Defendant's with Plaintiff WALKER'S
15 lawsuit filed in District Court as previously instructed to do, by the 3 judicial bodies in Las
16 Vegas Justice Court.

17 DEFENDANT'S CLAIMS OF AN ORAL RENTAL AGREEMENT ARE UNSUPPORTED
18 BY ANY EVIDENCE

19 The Defendants claims of an oral rental agreement are unsupported by any evidence. The
20 Defendants have no proof of a rental agreement and the only evidence the Defendants can
21 offer are receipts for the Plaintiff's payments, which only further evidence and support the
22 Plaintiff's claims Furthermore the Defendants Testimony given in prior Court further
23 supports the Plaintiff's Claims not the Defendant. The Defendants have already testified to
24 the following:

25 A. Defendant Grimes testified

1. Defendant provided Plaintiff with a hard money loan

1 B. Defendant Halsey testified

- 2 1. Plaintiff WALKER paid Defendants an extra \$100 per month for the first 2 years
3 to pay off the down payment.
4 2. The Plaintiff's payments were going towards the purchase of the property until
5 November 2015 when Plaintiff stopped paying the Defendant
6 3. That when Plaintiff stopped paying Defendants on November, 2015, the
7 Defendants then converted all Plaintiff's payments to rent

8 C. Defendant Grimes and Defendant HALSEY both testify

- 9 1. Plaintiff paid Defendants 54,718 according to Defendant Halsey's records,
10 however that balance did not include the Plaintiff's first 2 years of payment, the
11 years 2005 or 2006.

12 Then there is the Defendant's own admissions in their responsive pleadings on file herein
13 "Plaintiff's 1st Amended Verified Complaint", Paragraph: 204, which states:

14 August 13, 2018 Defendant Floyd Grimes and Elizabeth Grimes acting as Trustee of the
15 WBG Trust, conveyed the property, purchased by the Plaintiff, to Defendant Jalee
16 Arnone.

17 "Defendant's 1st Amended Answer To Plaintiffs' Complaint and Defendants' Counterclaim";

18 Paragraph:1. Admits to each and every allegation set forth in Paragraphs
19 1,5,7,8,11,20,54,57,65,69,75,76,77,84,88,94,97,173,204, and 210.

20 II.

21 A LIST OF PLAINTIFF'S CLAIMS FOR RELIEF

22 LIST OF PLAINTIFF'S CLAIMS

- 23 1. Injunctive Relief, (Against all Defendants).*
- 24 2. Declaratory (sic) Relief, (Against all Defendants).
- 25 3. Declaratory (sic) Relief, violation of Nev. Const. Art.1 Sec.1(Against all
Defendant).*
4. Declaratory (sic) Relief, violation of Nev. Const. Art.1 Sec.8(Against all
Defendants).*
5. Declaratory (sic) Relief, violation of NRS 205.365 (Against all Defendants).*
6. Breach of Contract, (Against Floyd Grimes and Victoria Halsey).

- 1 7. Breach of Contract (Tort), (Against Floyd Grimes and Victoria Halsey).*
- 2 8. Slander of Title, (Against Floyd Grimes, Elizabeth Grimes, WBG Trust, and Victoria
- 3 Halsey).
- 4 9. Slander of Title, (Against Jalee Arnone, Floyd Grimes, Elizabeth Grimes, WBG
- 5 Trust, and Victoria Halsey).*
- 6 10. Nuisance, (Against Floyd Grimes, Elizabeth Grimes, Victoria Halsey, and Jalee
- 7 Arnone).*
- 8 11. Abuse of Process (Against Floyd Grimes and Victoria Halsey).*
- 9 12. Fraudulent Inducement (Against Floyd Grimes and Victoria Halsey).*
- 10 13. Fraudulent Concealment (Against Floyd Grimes, Elizabeth Grimes, Victoria Halsey,
- 11 and Jalee Arnone).*
- 12 14. Fraudulent Transfer (Against Floyd Grimes, Elizabeth Grimes, and Victoria Halsey).*
- 13 15. Conversion (Against Floyd Grimes, and Victoria Halsey).*
- 14 16. Unjust Enrichment Quantum Meruit (Against Floyd Grimes, Elizabeth Grimes, and
- 15 Victoria Halsey).
- 16 17. Conversion (Against Floyd Grimes, Elizabeth Grimes, Victoria Halsey, and Jalee
- 17 Arnone).*
- 18 18. Intentional Infliction Of Emotional Distress (Against Floyd Grimes, and Victoria
- 19 Halsey).*
- 20 19. Civil Conspiracy (Against all Defendants)
- 21 20. Unjust Enrichment (Against Floyd Grimes, Victoria Halsey, and Jalee Arnone).*
- 22 21. Fraudulent Conveyance (Against Floyd Grimes, Elizabeth Grimes, and Victoria
- 23 Halsey).*
- 24 22. Deceptive Trade Practice Distress (Against Floyd Grimes, and Victoria Halsey).*
- 25 23. Intentional Infliction Of Emotional Distress (Against)all Defendants).*

1 LIST OF PLAINTIFF'S REMAINING CLAIMS

2 2. Declaratory Relief, (Against all Defendants).

3 6. Breach Of Contract, (Against Floyd Grimes and Victoria Halsey).

4 8. Slander of Title, (Against Floyd Grimes, Elizabeth Grimes, WBG Trust, and Victoria
5 Halsey).

6 16. Unjust Enrichment. (QUANTUM MERUIT), (Against Floyd Grimes, Elizabeth
7 Grimes, and Victoria Halsey)

8 **B A LIST OF DEFENDANTS AFFIRMATIVE DEFENSES**

9 1. Plaintiff's complaint on file herein fails to state a claim against this answering defendant
10 upon which relief can be granted,

11 2. Defendants allege that Plaintiff is estopped from pursuing any claim against
12 defendant,

13 3. Plaintiff failed to commence an action in this matter within the periods of
14 limitation as prescribed by NRS 11.190 et. seq., and this action is barred by the statute of
15 limitations and no recovery may be made,

16 4. Any claim of Plaintiff is barred by laches of Plaintiff in pursuing such claim.

17 5. There existed no privity of contract between Plaintiff and certain defendants, and the
18 allegation in the plaintiffs Complaint which are based on express or implied contract are,
19 therefore, barred as to certain defendants because of said lack of privity of contract.

20 6. Defendant always allege that relevant hereto the alleged agreement entered between
21 the Plaintiff and defendants would be unenforceable and in violation of the statute of frauds and
22 therefore void.

23 7. Defendants allege that at the time and place alleged in the complaint, there was no
24 consideration for the contract Plaintiff now claims are breached.

25 8. Defendant allege that Plaintiff has waved any right of recovery from Defendants.

1 9. Defendant intend to rely upon the defense of Plaintiffs failure to mitigate damages.

2 10. Defendants intend to rely upon the defense of unclean hands.

3 11. Defendant intend to rely upon the Plaintiffs bad faith and/or Plaintiff's breach of
4 covenant of good faith and fair dealings.

5 12. Defendants intend to assert his own good faith as a defense.

6 13. Defendants intend to rely upon the defense of knowledge and acquiescence.

7 14. Defendants intend to rely upon the defense of Plaintiff's consent.

8 **A. LIST OF DEFENDANTS CLAIMS FOR RELIEF**

9 1. Breach of contract.

10 2. Breach of Covenant of Good Faith in Fair Dealings.

11 3. Unjust Enrichment.

12 4. Slander of Title.

13 5. Injunctive Relief

14 **B. LIST OF PLAINTIFFS AFFIRMATIVE DEFENSES**

15 1. Counterclaimant counterclaim on file herein fails to state a claim for which relief can be
16 granted.

17 2. Counter-defendant alleges that counterclaimants are estopped from pursuing any claim
18 against counter-defendant.

19 3. Any claim of counterclaimants is barred by laches of defendants/counterclaims in
20 pursuing such claim.

21 4. Counterclaimants, with full knowledge of all the facts connected with, or relating to
22 the transaction alleged in the complaint, ratified, and confirmed on all aspects, those actions of
23 the Counter-defendant, by action of the defendants/counterclaimants accepting, and retaining,
24 the benefits produced from said acts.

25 5. There exists no privity of contract between certain counterclaimants and the counter-

1 defendant, the allegations contained in the counterclaimant's counterclaim which are based on an
2 express or implied contract are, therefore barred as to certain counterclaimants and the counter-
3 defendant because of lack of said privity of contract.

4 6. Counter-defendant intends to rely upon the defense of mutuality.

5 7. Counter-defendant intends to rely upon the defense of unclean hands.

6 8. Counter-defendant intends to rely upon the defense of frustration of purpose.

7 9. All possible affirmative defenses may not have been alleged here insofar as sufficient
8 fact were not available after reasonable inquiry upon filing of this Answer. Therefore, counter-
9 defendant reserves the right to amend this Answer to allege affirmative defenses and claims,
10 counterclaims, crossclaims, or third-party claims, as applicable, upon further investigation and
11 discovery.

12 III.

13 LIST OF CLAIMS TO BE ABANDONED

14 Plaintiff has not abandoned any of his claims. Counterclaimants have not abandoned any
15 of their claims.

16 IV.

17 LIST OF EXHIBITS

18 A. DEFENDANTS/COUNTERCLAIMANTS

19 1. Nevada Quit Claim Deed. (DRS0001)

20 2. Grant, Bargain and Sale Deed. (DRS0002-0008)

21 3. Treasurer Absolute Deed. (DRS0009)

22 4. Photographs of 6253 Rocky Mountain Ave., Las Vegas, NV 89156 (DRS0010-0023)

23 5. City of North Las Vegas Transaction History. (DRS0024-0031)

24 6. Contract provided to Plaintiff in 2012 by Defendant Floyd Grimes, (PTW0001)

25 7. Bankrate Statement. (PTW0002-0003)

- 1 8. Plaintiff's Receipts. (PTW0014-0029)
- 2 9. Summary Eviction Notices. (PTW0030-0036)
- 3 10. Court Minutes from Justice Court. (PTW0037-0041)
- 4 11. Clark County Assessor records (PTW0051-0053)
- 5 12. Receipt for payment of property taxes (PTW0057)
- 6 13 Receipt for payment to North Las Vegas Water Utility (PTW0058)
- 7 14. Official video transcript for hearing on December 14, 2015
- 8 15. Official video transcript for hearing on March 02, 2016
- 9 16. Official transcript for hearing on June 29, 2017

10 **V.**

11 **AGREEMENTS AS TO THE LOIMITATION OF EVIDENCE**

12 None

13 **VI.**

14 **LIST OF WITNESSES**

15 **A. PLAINTIFF'S LIST OF WITNESSES**

- 16 1. Thomas Walker
17 6253 Rocky Mountain Avenue
18 Las Vegas, NV 89156
(702)619-1256
- 19 2. Floyd Grimes
20 c/o Kenneth M. Roberts, Esq.
Dempsey, Roberts & Smith, Ltd.,
21 1130 Wigwam Parkway
Henderson, NV 89074
(702) 388-1216
- 22 3. Elizabeth Grimes
23 c/o Kenneth M. Roberts, Esq.
Dempsey, Roberts & Smith, Ltd.,
24 1130 Wigwam Parkway
Henderson, NV 89074
(702) 388-1216
- 25 4. Victoria Jean Grimes (Halsey)

1 c/o Kenneth M. Roberts, Esq.
2 Dempsey, Roberts & Smith, Ltd.,
3 1130 Wigwam Parkway
4 Henderson, NV 89074
5 (702) 388-1216

6 5. Jalee Arnone
7 c/o Kenneth M. Roberts, Esq.
8 Dempsey, Roberts & Smith, Ltd.,
9 1130 Wigwam Parkway
10 Henderson, NV 89074
11 (702) 388-1216

12 6. Peter Arnone
13 c/o Kenneth M. Roberts, Esq.
14 Dempsey, Roberts & Smith, Ltd.,
15 1130 Wigwam Parkway
16 Henderson, NV 89074
17 (702) 388-1216

18 7. Linda Bell
19 c/o Kenneth M. Roberts, Esq.
20 Dempsey, Roberts & Smith, Ltd.,
21 1130 Wigwam Parkway
22 Henderson, NV 89074
23 (702) 388-1216

24 8. Kathy Potts3
25 64 Logan Street
Las Vegas, NV 89110
(702)488-8901

VII.

BRIEF STATEMENT OF ISSUES OF LAW WHICH MAY BE CONTESTED AT THE TIME OF TRIAL

1. Counterclaimants First Cause of Action for Breach of Contract

Counterclaimants have predicated its breach of contract claims upon an oral contract of a rental agreement. However, Counterclaimant Grimes and Defendant Halsey both testified in a previous hearing in Las Vegas Justice Court, and during said hearing testified that there was never a rental agreement. This is evidenced in the official transcripts from the Las Vegas Justice Court, Case#15E026926.

1 Juries and judges often base their verdicts, sentences, or other important decisions on
2 sworn testimony and signed documents. Statements given under oath and certain legal
3 documents are presumed to be truthful, or at least made in good faith.

4 For the Counterclaimants to testify to the contrary would be a commitment of perjury and
5 would violate NRS 190.120 which states as follows:

6 **NRS 199.120 Definition; penalties.** A person, having taken a lawful oath or made affirmation in a
7 judicial proceeding or in any other matter where, by law, an oath or affirmation is required and no other
8 penalty is prescribed, who:

- 9 1. Willfully makes an unqualified statement of that which the person does not know to be true;
- 10 2. Swears or affirms willfully and falsely in a matter material to the issue or point in question;
- 11 3. Suborns any other person to make such an unqualified statement or to swear or affirm in such
12 a manner;
- 13 4. Executes an affidavit pursuant to NRS 15.010 which contains a false statement, or suborns
14 any other person to do so; or
- 15 5. Executes an affidavit or other instrument which contains a false statement before a person
16 authorized to administer oaths or suborns any other person to do so,
17 is guilty of perjury or subornation of perjury, as the case may be, which is a category D felony and shall be
18 punished as provided in NRS 193.130.

12 Because the Defendants have already offered testimony and under oath and testified to
13 this fact there was not a rental agreement and further having admitted in a verified pleading that
14 the Plaintiff purchased the property, to offer testimony contrary to what the Defendants have
15 already testified would be committing perjury, therefore this action is not supportable

16 **2. Counterclaimants Second Cause of Action for Breach of the Covenants of Good**
17 **Faith and Fair Dealings**

18 The Counterclaimants second cause of action is also based on the claim of an oral
19 contract.

20 "By oral agreement between counter defendant and counterclaimant Floyd
21 Grimes, and in anticipation of the potential sale, to be documented by real estate sales contract,
22 counterclaimant Floyd Grimes allowed Counter-defendant to begin residing in the subject
property as a tenant and that counter-defendant would pay monthly rent.

23 It is impossible for Counterclaimants to prevail on its claim of Breach of the Covenants
24 of Good Faith and Fair Dealings, because as described above to testify that there is an oral
25 agreement would be committing perjury and in violation of NRS 190.120.

1 **3. Counterclaimants Third Cause of Action for Unjust Enrichment:**

2 Counterclaimants third cause of action for Unjust Enrichment is unsupportable because
3 that Defendants having admit in their responsive Pleadings that the Plaintiff purchased the
4 property. Plaintiff's 1st Amended Verified Complaint paragraph 204.

6
7 **4. Slander of Title**

8 A slander of title claim requires: 1. false and malicious communications, 2. that disparage
9 a person's title in land, 3. And causes special damages. *McKnight Family, LLP v Adept Mgmt*
10 *Servs.*, 129 Nev. 610, 615, 310 P. 3d 555,559(2013) Slander of title is a civil action separate
11 from the title to land and does not infringe upon an individual's right to use or dispose of his or
12 her property. *Id.*, at 616,559. Because the Counterclaimants admit in their responsive pleading on
13 file herein, that the property was purchased by the Plaintiff, this action is unsupportable as it
14 would require testimony contrary to the pleadings. Concerning an admission in the pleadings the
15 Court have held:

16 "Admitted testimony can not vary the admissions of the Pleadings"
17 *Manni v Bowman* 26, Nev. 451, 69 P. 995

18 **5. Counterclaimants Fifth Cause of Action for Injunctive Relief**

19 Concerning Injunctive Relief. Injunctive relief is a remedy offered a landlord as a
20 summary remedy for an unlawful detainer action.

21 The Counterclaimants having admit in its pleadings the property was purchased by the
22 Counterclaimant would nullifies any testimony offered to the contrary and case law has well
23 established that

24 "Admitted testimony cannot vary the admissions of the Pleadings"
25 *Manni v Bowman* 26, Nev. 451, 69 P. 995

1 Therefore, the counterclaimants claim for Injunctive Relief is unsupportable.

2 **VIII.**

3 **ESTIMATED TIME FOR TRIAL**

4 The parties believe that they will need 2-3 days for trial.

5 **IX.**

6 **IDENTIFICATION OF ORDERS ON ALL MOTIONS IN LIMINE OR MOTIONS FOR**
7 **SUMMARY JUDGMENT PREVIOUSLY MADE**

8 **A. MOTIONS IN LIMINE**

9 **1. DEFENDANTS/COUNTERCLAIMANTS**

10 Order granting Defendant's motion in Limine, filed October 5, 2020

11 **B. MOTION FOR SUMMARY JUDGMENT**

12 **1. DEFENDANT'S/COUNTERCLAIMANTS**

13 Defendant's Motion for Judgment on the Pleadings was granted in part, and denied in
14 part, by this Court's Order dated _____. Of Plaintiff's 23 original causes of action the following
15 19 were dismissed.

- 16 1. Plaintiff's first cause of action for Injunctive Relief
- 17 2. Plaintiff's third cause of action for Declaratory Relief
- 18 3. Plaintiff's fourth cause of action for Declaratory Relief
- 19 4. Plaintiff's fifth cause of action for Declaratory Relief
- 20 5. Plaintiff's seventh cause of action for Tortious Breach of Contract
- 21 6. Plaintiff's ninth cause of action for Slander of Title
- 22 7. Plaintiff's tenth cause of action for nuisance
- 23 8. Plaintiff's eleventh cause of action for abuse of process
- 24 9. Plaintiff's twelfth cause of action for Fraudulent Inducement
- 25 10. Plaintiff's thirteenth cause of action for Fraudulent Concealment

- 1 11. Plaintiff's fourteenth cause of action for Fraudulent Transfer
- 2 12. Plaintiff's fifteenth Abuse of action for Conversion
- 3 13. Plaintiff's seventeenth cause of action for Conversion
- 4 14. Plaintiff's eighteenth cause of action for Intentional Infliction of Emotional Distress
- 5 15. Plaintiff's nineteenth cause of action for Civil Conspiracy
- 6 16. Plaintiff's twentieth cause of action for Unjust Enrichment
- 7 17. Plaintiff's twenty-first cause of actions for Fraudulent Conveyance
- 8 18. Plaintiff's twenty-second cause of action for Deceptive Trade Practice
- 9 19. Plaintiff's twenty0-third cause of action for Intentional Infliction of Emotional

10 Distress

11 Defendants motion for Judgment on the Pleadings was denied concerning:

- 12 1. Plaintiffs second cause of action for Declaratory Relief
- 13 2. Plaintiff's sixth cause of action for Breach of Contract
- 14 3. Plaintiff's eighth cause of action for Slander of Title
- 15 4. Plaintiff's sixteenth cause of action for Unjust Enrichment/Quantum Meruit

16 **2. PLAINTIFF WALKER**

17 None

18 **X.**

19 **ANY OTHER MATTERS WHICH COUNSEL DESIRES TO BRING TO THE**
20 **ATTENTION OF THE COURT PRIOR TO TRIAL**

21 Oral contracts for the leasing of land for more than one year are unenforceable.

22 As a matter of law Counterclaimants Countersuit cannot meet the legal standards to
23 prevail. Defendants/Counterclaimants having admitted in their pleadings to Plaintiff WALKER
24 purchasing the property, coupled with the Defendants testimony to the nonexistence of a rental
25 agreement, testimony which cannot be contradicted, Counterclaimants Complaint fails to state a

1 valid claim for which relief can be granted.

2 There are no further matters which require the Courts attention.


3

4 Dated this 15th day of April 2021

5

6

7

Respectfully submit by: 

8

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

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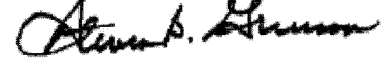
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25

CHAMBERS:
702-671-3634

LAW CLERK:
702-671-0899

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5/14/2021 5:28 PM
Steven D. Grierson
CLERK OF THE COURT



MEMO
DISTRICT COURT
DEPARTMENT XXXI

To:	ALL COUNSEL and/or PARTIES PRO SE – SERVED VIA E-SERVICE and/or E-MAIL
From:	DEPARTMENT 31
Subject:	REMOTE APPEARANCE INFORMATION FOR HEARING ON MAY 18, 2021 **Please review entire Memo**
Date:	MAY 14, 2021

Dear Counsel and/or Parties,

Pursuant to the Court's Administrative Orders regarding the COVID-19 pandemic, which were implemented to increase efforts to keep the public and employees safe while still serving the needs of the community and ensuring access to justice, Department 31 will be hearing this matter by remote appearances only.

All counsel/parties must attend the hearing either audio/visually through **Bluejeans**, or via **CourtCall**, at the party's expense. Pursuant to Administrative Order 21-03, the preferred method of remote appearances is via audio/video conference through Bluejeans, as it is free and **significantly aids** the Court and parties with creating a better record. Please contact the JEA, via email to: cordt@clarkcountycourts.us if any party wishes to use CourtCall.

Phone appearances, via Bluejeans, are also permitted, if necessary, **unless** the matter has multiple attorneys/parties appearing such as in a construction defect (CD) case or a multi-party case. The Court would prefer that all parties appear audio/visually in multi-party and/or in CD cases to better aid the Court when calling the matter and keeping track of connected parties.

If appearing via Bluejeans, the connection information is:

Phone Dial-in

+1.408.419.1715 (United States(San Jose))

+1.408.915.6290 (United States(San Jose))

(Global Numbers)

From internet browser, copy and paste:

<https://bluejeans.com/499008118>

Room System

199.48.152.152 or bjn.vc

Meeting ID: 499 008 118

INSTRUCTIONS FOR APPEARING VIA BLUEJEANS:

Please ensure that you are able to connect prior to the hearing. You may test your connection at: <https://bluejeans.com/111>. Below are a few guidelines that must be followed when appearing remotely:

1. If appearing audio/visually via computer or an app, it is **very** helpful for the Court to identify participants if they appear **via video** and **if parties provide their names** upon connection versus just the phone number. **Additionally, please check in for your matter in the "Chat" box upon connection.**
2. You should connect for your remote appearance at least **5 minutes prior to your SCHEDULED hearing time, NOT the Bluejeans session time.** However, due to multiple matters scheduled at the same time, there may be a delay in your case being called, so please be patient.
3. **Upon connection, please place your phone on MUTE and wait for your matter to be called.** If you are interrupted for any reason, please **DO NOT place the call on hold**, it will interrupt other matters being heard and we will hear background music. Either set your phone down and step away (**while it is on mute**), or please hang up and then reconnect when you are ready.
****To mute/unmute: Press *4 on your phone keypad to mute (and unmute) your microphone within the BlueJeans system; or if using your computer, click on the microphone icon or "M" on your keyboard.****
4. **Background noise is very disturbing and it does not allow for a good record. Please refrain from using the speaker mode on your phone and use the hand-set.** The record will be much clearer. Please do not connect while driving.
5. When your case is called - to make your appearance, please **clearly** state your name, bar number, and the party you represent – with Plaintiff's counsel appearing first. **Please state your name EACH and EVERY time you speak to ensure a complete record.**
6. If you are only a participant/interested party listening to the hearing, **you must make your appearance** and after making your appearance, please ensure to adhere to the same instructions and please ensure your phone remains on mute for the entire hearing.
7. Please be patient until your case is called and please be considerate of others who are participating remotely.

We appreciate your cooperation during these difficult and unprecedented times.

Thank you,

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

CHAMBERS:
702-671-3634

LAW CLERK:
702-671-0899

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Steven D. Grierson
CLERK OF THE COURT



MEMO
DISTRICT COURT
DEPARTMENT XXXI

To:	ALL COUNSEL and/or PARTIES PRO SE – SERVED VIA E-SERVICE and/or E-MAIL
From:	DEPARTMENT 31
Subject:	REMOTE APPEARANCE INFORMATION FOR HEARING ON MAY 20, 2021 **Please review entire Memo**
Date:	MAY 18, 2021

Dear Counsel and/or Parties,

Pursuant to the Court's Administrative Orders regarding the COVID-19 pandemic, which were implemented to increase efforts to keep the public and employees safe while still serving the needs of the community and ensuring access to justice, Department 31 will be hearing this matter by remote appearances only.

All counsel/parties must attend the hearing either audio/visually through **Bluejeans**, or via **CourtCall**, at the party's expense. Pursuant to Administrative Order 21-03, the **preferred** method of remote appearances is **via audio/video conference through Bluejeans**, as it is **free** and **significantly aids** the Court and parties with creating a better record. Please contact the JEA, via email to: cordt@clarkcountycourts.us if any party wishes to use CourtCall.

Phone appearances, via Bluejeans, are also permitted, if necessary, **unless** the matter has multiple attorneys/parties appearing such as in a construction defect (CD) case or a multi-party case. The Court would prefer that **all parties appear audio/visually** in multi-party and/or in CD cases to better aid the Court when calling the matter and keeping track of connected parties.

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(Global Numbers)

From internet browser, copy and paste:

<https://bluejeans.com/703272710>

Room System

199.48.152.152 or bjn.vc

Meeting ID: 703 272 710

INSTRUCTIONS FOR APPEARING VIA BLUEJEANS:

Please ensure that you are able to connect prior to the hearing. You may test your connection at: <https://bluejeans.com/111>. Below are a few guidelines that must be followed when appearing remotely:

1. If appearing audio/visually via computer or an app, it is **very** helpful for the Court to identify participants if they appear via video and if parties provide their names upon connection versus just the phone number. **Additionally, please check in for your matter in the "Chat" box upon connection.**
2. You should connect for your remote appearance at least **5 minutes prior to your SCHEDULED hearing time, NOT the Bluejeans session time.** However, due to multiple matters scheduled at the same time, there may be a delay in your case being called, so please be patient.
3. **Upon connection, please place your phone on MUTE and wait for your matter to be called.** If you are interrupted for any reason, please **DO NOT place the call on hold,** it will interrupt other matters being heard and we will hear background music. Either set your phone down and step away (**while it is on mute**), or please hang up and then reconnect when you are ready.
****To mute/unmute: Press *4 on your phone keypad to mute (and unmute) your microphone within the BlueJeans system; or if using your computer, click on the microphone icon or "M" on your keyboard.****
4. **Background noise is very disturbing and it does not allow for a good record. Please refrain from using the speaker mode on your phone and use the hand-set.** The record will be much clearer. Please do not connect while driving.
5. When your case is called - to make your appearance, please clearly state your name, bar number, and the party you represent – with Plaintiff's counsel appearing first. **Please state your name EACH and EVERY time you speak to ensure a complete record.**
6. If you are only a participant/interested party listening to the hearing, you must make your appearance and after making your appearance, please ensure to adhere to the same instructions and please ensure your phone remains on mute for the entire hearing.
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We appreciate your cooperation during these difficult and unprecedented times.

Thank you,

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

CHAMBERS:
702-671-3634

LAW CLERK:
702-671-0899

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Steven D. Grierson
CLERK OF THE COURT



MEMO
DISTRICT COURT
DEPARTMENT XXXI

To:	ALL COUNSEL and/or PARTIES PRO SE – SERVED VIA E-SERVICE and/or E-MAIL
From:	DEPARTMENT 31
Subject:	A783375 – THOMAS WALKER vs. FLOYD GRIMES
Date:	MAY 21, 2021

Dear Counsel and/or Parties,

We have been advised that jury selection will take place on **WEDNESDAY, MAY 26, 2021**, in Jury Services. Mr. Walker and counsel for Mr. Grimes must **arrive by 9:15 a.m.** and will meet on the 3rd floor of the Regional Justice Center, 200 Lewis Ave., by the escalator going up. Our marshal, Steve, will be there to meet all parties. Jury selection will go through 12:00 p.m. If jury selection is not completed by noon on May 26, 2021, the Court will continue jury selection to either Thursday, May 27, 2021, or Friday, May 28, 2021. Please be reminded that no party is to speak to any prospective juror at any time.

Trial is scheduled to commence on Tuesday, June 1, 2021, at 8:30 a.m. Please ensure that all guidelines and COVID protocols are adhered to at all times. Additionally, as a reminder, masks covering the nose and mouth are required at **all times**.

Thank you,

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



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

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 THOMAS WALKER,
11 Plaintiff,

12 vs.

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

18 Defendants.

19 FLOYD WAYNE GRIMES, an individual,

20 Counterclaimant,

21 vs.

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

24 Counterdefendants.
25

CASE NO.: A-18-783375-C

DEPT. NO.: XXXI

Audiovisual Transmission
Equipment Appearance
Request

Audiovisual Transmission Equipment Appearance Request

Pursuant to Rule 4 of the Nevada Supreme Court's RULES GOVERNING APPEARANCE BY AUDIOVISUAL TRANSMISSION EQUIPMENT, KENNETH M. ROBERTS, ESQ. requests that PETER ARNONE be permitted to testify by remote court appearance via video conference for the trial scheduled to begin on June 1, 2021.

Date: June 1, 2021

Time: 9:00 a.m.

Courtroom No.: XXXI

PETER ARNONE by executing the attached Audiovisual Transmission Equipment Appearance Consent, agrees to be bound by the oath given by the Court Clerk, Eighth Judicial District Court and to be subject to the jurisdiction of this Court for purposes related to this testimony.

KENNETH M. ROBERTS, ESQ. agrees to provide all exhibits to PETER ARNONE in advance in the same form as have been or will be submitted to the Court Clerk.

Any objection to this request must be made in writing within two (2) judicial days of service of this request.

KENNETH M. ROBERTS, ESQ. agrees that by submitting this request, the party and witness will test and verify the functionality of video conference connectivity with the Court's IT department at least two (2) judicial days before the scheduled appearance. Contact information for the test is:

1 Name of Counsel/Party: KENNETH M. ROBERTS, ESQ.

2 Email Address: KenRoberts@drsltd.com

3 Phone Number: (702) 388-1216

4 Name of Witness: PETER ARNONE

5 Email Address: pete.arnone@gmail.com

6 Phone Number: 702-501-6500

7
8 PETER ARNONE certifies that the video connection has been successfully
9 tested at <http://bluejeans.com/111>, prior to submitting this application.

10 Dated this 24th day of May 2021.

11
12 /s/Kenneth Roberts
13 KENNETH M. ROBERTS, ESQ.
14 Nevada Bar No.: 4729
15 1130 Wigwam Parkway
16 Henderson, Nevada 89074

17 **CERTIFICATE OF MAILING**

18 I certify that on the 24th day of May 2021, pursuant to EDCR 8.05(a) and
19 8.05(f), a copy of the foregoing was electronically served through the Eighth
20 Judicial District Court's electronic filing system to the following parties:

21 *Thomas Walker:* twalkercivil3@gmail.com

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



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

7
8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 THOMAS WALKER,
11 Plaintiff,

12 vs.

13 FLOYD WAYNE GRIMES, an individual, WBG
14 TRUST, Floyd Grimes, and Elizabeth Grimes as
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
17 BUSINESS ENTITIES 20 through 50, inclusive,

18 Defendants.

19 FLOYD WAYNE GRIMES, an individual,

20 Counterclaimant,

21 vs.

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

24 Counterdefendants.
25

CASE NO.: A-18-783375-C

DEPT. NO.: XXXI

Audiovisual Transmission
Equipment Appearance
Request

Audiovisual Transmission Equipment Appearance Request

Pursuant to Rule 4 of the Nevada Supreme Court's RULES GOVERNING APPEARANCE BY AUDIOVISUAL TRANSMISSION EQUIPMENT, KENNETH M. ROBERTS, ESQ. requests that JALEE ARNONE be permitted to testify by remote court appearance via video conference for the trial scheduled to begin on June 1, 2021.

Date: June 1, 2021

Time: 9:00 a.m.

Courtroom No.: XXXI

JALEE ARNONE by executing the attached Audiovisual Transmission Equipment Appearance Consent, agrees to be bound by the oath given by the Court Clerk, Eighth Judicial District Court and to be subject to the jurisdiction of this Court for purposes related to this testimony.

KENNETH M. ROBERTS, ESQ. agrees to provide all exhibits to JALEE ARNONE in advance in the same form as have been or will be submitted to the Court Clerk.

Any objection to this request must be made in writing within two (2) judicial days of service of this request.

KENNETH M. ROBERTS, ESQ. agrees that by submitting this request, the party and witness will test and verify the functionality of video conference connectivity with the Court's IT department at least two (2) judicial days before the scheduled appearance. Contact information for the test is:

1 Name of Counsel/Party: KENNETH M. ROBERTS, ESQ.

2 Email Address: KenRoberts@drsltd.com

3 Phone Number: (702) 388-1216

4 Name of Witness: JALEE ARNONE

5 Email Address: jalee.arnone@gmail.com

6 Phone Number: 702-501-6500

7
8 JALEE ARNONE certifies that the video connection has been successfully
9 tested at <http://bluejeans.com/111>, prior to submitting this application.

10 Dated this 24th day of May 2021.

11
12 /s/Kenneth Roberts
13 KENNETH M. ROBERTS, ESQ.
14 Nevada Bar No.: 4729
15 1130 Wigwam Parkway
16 Henderson, Nevada 89074

17 **CERTIFICATE OF MAILING**

18 I certify that on the 24th day of May 2021, pursuant to EDCR 8.05(a) and
19 8.05(f), a copy of the foregoing was electronically served through the Eighth
20 Judicial District Court's electronic filing system to the following parties:

21 *Thomas Walker:* twalkercivil3@gmail.com

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

Steven D. Grierson

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

DISTRICT COURT

CLARK COUNTY, NEVADA

10 THOMAS WALKER,
11 Plaintiff,

12 vs.

13 FLOYD WAYNE GRIMES, an individual, WBG
14 TRUST, Floyd Grimes, and Elizabeth Grimes as
15 Trustees, ELIZABETH GRIMES, an individual,
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
17 BUSINESS ENTITIES 20 through 50, inclusive,

18 Defendants.

19 FLOYD WAYNE GRIMES, an individual,
20 Counterclaimant,

21 vs.

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

24 Counterdefendants.
25

CASE NO.: A-18-783375-C

DEPT. NO.: XXXI

Audiovisual Transmission
Equipment Appearance
Consent

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

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

AUDIOVISUAL TRANSMISSION EQUIPMENT APPEARANCE CONSENT

By making this request for Audiovisual Transmission Equipment Appearance, the undersigned agrees to be bound by the oath given by the Court Clerk over the video conference connection and to be subject to the jurisdiction of this Court for purposes related to this testimony.

Print Name: JALEE ARNONE

Date: June 1, 2021

Email Address: jalee.arnone@gmail.com

Phone Number: 702-501-6500

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

5/31/2021
Date

Jalee Arnone
JALEE ARNONE

CERTIFICATE OF SERVICE

I hereby certify, that on the date filed, this Audiovisual Transmission Equipment Appearance Consent were served on the parties identified on the District Court E-File system e-service list.

Thomas Walker: twalkercivil3@gmail.com

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

Steven D. Grierson

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

DISTRICT COURT

CLARK COUNTY, NEVADA

10 THOMAS WALKER,
11 Plaintiff,

12 vs.

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14 TRUST, Floyd Grimes, and Elizabeth Grimes as
15 Trustees, ELIZABETH GRIMES, an individual,
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16 the Agent of Floyd Wayne Grimes, JALEE
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CASE NO.: A-18-783375-C

DEPT. NO.: XXXI

Audiovisual Transmission
Equipment Appearance
Consent

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

AUDIOVISUAL TRANSMISSION EQUIPMENT APPEARANCE CONSENT

By making this request for Audiovisual Transmission Equipment Appearance, the undersigned agrees to be bound by the oath given by the Court Clerk over the video conference connection and to be subject to the jurisdiction of this Court for purposes related to this testimony.

Print Name: PETER ARNONE

Date: June 1, 2021

Email Address: pete.arnone@gmail.com

Phone Number: 702-501-6500

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

5-20-21

Date


PETER ARNONE

CERTIFICATE OF SERVICE

I hereby certify, that on the date filed, this Audiovisual Transmission Equipment Appearance Consent were served on the parties identified on the District Court E-File system e-service list.

Thomas Walker: twalkercivil3@gmail.com

/s/ Elsa McMurtry

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



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

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 THOMAS WALKER,
11 Plaintiff,

12 vs.

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

18 Defendants.

19 FLOYD WAYNE GRIMES, an individual,

20 Counterclaimant,

21 vs.

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

24 Counterdefendants.
25

CASE NO.: A-18-783375-C

DEPT. NO.: XXXI

Audiovisual Transmission
Equipment Appearance
Request

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

Audiovisual Transmission Equipment Appearance Request

Pursuant to Rule 4 of the Nevada Supreme Court's RULES GOVERNING APPEARANCE BY AUDIOVISUAL TRANSMISSION EQUIPMENT, KENNETH M. ROBERTS, ESQ. requests that LINDA BELL be permitted to testify by remote court appearance via video conference for the trial scheduled to begin on June 1, 2021.

Date: June 1, 2021

Time: 9:00 a.m.

Courtroom No.: XXXI

LINDA BELL by executing the attached Audiovisual Transmission Equipment Appearance Consent, agrees to be bound by the oath given by the Court Clerk, Eighth Judicial District Court and to be subject to the jurisdiction of this Court for purposes related to this testimony.

KENNETH M. ROBERTS, ESQ. agrees to provide all exhibits to LINDA BELL in advance in the same form as have been or will be submitted to the Court Clerk.

Any objection to this request must be made in writing within two (2) judicial days of service of this request.

KENNETH M. ROBERTS, ESQ. agrees that by submitting this request, the party and witness will test and verify the functionality of video conference connectivity with the Court's IT department at least two (2) judicial days before the scheduled appearance. Contact information for the test is:

1 Name of Counsel/Party: KENNETH M. ROBERTS, ESQ.

2 Email Address: KenRoberts@drsLtd.com

3 Phone Number: (702) 388-1216

4 Name of Witness: LINDA BELL

5 Email Address: lin57sampsom16@gmail.com

6 Phone Number: (208) 751-2805

7
8 LINDA BELL certifies that the video connection has been successfully tested
9 at <http://bluejeans.com/111>, prior to submitting this application.

10 Dated this 24th day of May 2021.

11
12 /s/Kenneth Roberts
13 KENNETH M. ROBERTS, ESQ.
14 Nevada Bar No.: 4729
15 1130 Wigwam Parkway
16 Henderson, Nevada 89074

17 **CERTIFICATE OF MAILING**

18 I certify that on the 24th day of May 2021, pursuant to EDCR 8.05(a) and
19 8.05(f), a copy of the foregoing was electronically served through the Eighth
20 Judicial District Court's electronic filing system to the following parties:

21 *Thomas Walker:* twalkercivil3@gmail.com

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



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

1 KENNETH M. ROBERTS, ESQ.
 Nevada Bar No. 4729
 2 DAVID E. KRAWCZYK, ESQ.
 Nevada Bar No. 12428
 3 DEMPSEY, ROBERTS & SMITH, LTD.
 1130 Wigwam Parkway
 4 Henderson, Nevada 89074
 5 Tel: 702-388-1216
 Fax: 702-388-2514
 6 E-Mail: kenroberts@drsltd.com
 Attorney for Defendants

DISTRICT COURT

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
 17 BUSINESS ENTITIES 20 through 50, inclusive,

18 Defendants.

19 FLOYD WAYNE GRIMES, an individual,

20 Counterclaimant,

21 vs.

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

24 Counterdefendants.

CASE NO.: A-18-783375-C

DEPT. NO.: XXXI

Audiovisual Transmission
Equipment Appearance
Consent

AUDIOVISUAL TRANSMISSION EQUIPMENT APPEARANCE CONSENT

By making this request for Audiovisual Transmission Equipment Appearance, the undersigned agrees to be bound by the oath given by the Court Clerk over the video conference connection and to be subject to the jurisdiction of this Court for purposes related to this testimony.

Print Name: LINDA BELL

Date: June 1, 2021

Email Address: lin57sampsom16@gmail.com

Phone Number: 208-751-2805

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

May 24, 2021
Date

Linda L. Bell
LINDA BELL

CERTIFICATE OF SERVICE

I hereby certify, that on the date filed, this Audiovisual Transmission Equipment Appearance Consent were served on the parties identified on the District Court E-File system e-service list.

Thomas Walker: twalkercivil3@gmail.com

/s/ Elsa McMurtry

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

FILED IN OPEN COURT
STEVEN D. GRIERSON
CLERK OF THE COURT

MAY 26 2021

BY *Kathryn L. McDowell*
KATHRYN L. MCDOWELL, DEPUTY

JURL

DISTRICT COURT

CLARK COUNTY, NEVADA

THOMAS WALKER

Plaintiff(s)

Vs

CASE NO. A783375

DEPT. NO. 31

FLOYD GRIMES
Defendant(s).

A-18-783375-C
JURL
Jury List
4956775



JURY LIST

- | | |
|---------------------|-------------------|
| 1. Joshua Kallal | 6. Earl Teller |
| 2. Joshua Miley | 7. Karel Walkins |
| 3. Natasha Princier | 8. Norman Atwater |
| 4. Joseph Juliano | 9. Gloria Ty |
| 5. Ann Scarff | 10. Erik Moll |

ALTERNATES

Secret from above

C:\Users\mcdowell\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\EXAAGUMMA783375 Jury

List.doc

FILED IN CASE NO. 10-10000
RECEIVED JAN 14 1972
FBI - NEW YORK

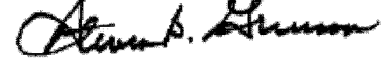
10-10000

RECEIVED JAN 14 1972
FBI - NEW YORK

CHAMBERS:
702-671-3634

LAW CLERK:
702-671-0899

Electronically Filed
5/27/2021 9:49 PM
Steven D. Grierson
CLERK OF THE COURT



MEMO
DISTRICT COURT
DEPARTMENT XXXI

To:	ALL COUNSEL and/or PARTIES PRO SE – SERVED VIA E-SERVICE and/or E-MAIL
From:	DEPARTMENT 31
Subject:	A783375 – THOMAS WALKER vs. FLOYD GRIMES **Please review entire Memo**
Date:	MAY 27, 2021

Dear Counsel and/or Parties,

Below is the Bluejeans connection information to provide to any witnesses and/or parties that may be appearing remotely for trial for the week of June 1, 2021. The connection will be the same for each day of trial. Please ensure that when providing the Bluejeans connection information that you supply any witness/party with the instructions on Page 2 as well.

Additionally, please ensure that any witnesses who will be appearing remotely are provided with a specific time to connect to the hearing/trial so they are not on the line the entire time during other witness testimony. You should be able to properly communicate with the witness to inform them what time they should be connecting for their testimony.

If you have any questions, please feel free to contact me.

Bluejeans connection information is:

Phone Dial-in

+1.408.419.1715 (United States(San Jose))

+1.408.915.6290 (United States(San Jose))

(Global Numbers)

From internet browser, copy and paste:

<https://bluejeans.com/139868280>

Room System

199.48.152.152 or bjn.vc

Meeting ID: 139 868 280

INSTRUCTIONS FOR APPEARING VIA BLUEJEANS:

Please ensure that you are able to connect prior to the hearing. You may test your connection at: <https://bluejeans.com/111>. Below are a few guidelines that must be followed when appearing remotely:

1. If appearing audio/visually via computer or an app, it is **very** helpful for the Court to identify participants if they appear via video and if parties provide their names upon connection versus just the phone number. **Additionally, please check in for your matter in the "Chat" box upon connection.**
2. You should connect for your remote appearance at least **5 minutes prior to your SCHEDULED hearing time, NOT the BlueJeans session time.** However, due to multiple matters scheduled at the same time, there may be a delay in your case being called, so please be patient.
3. **Upon connection, please place your phone on MUTE and wait for your matter to be called.** If you are interrupted for any reason, please **DO NOT place the call on hold**, it will interrupt other matters being heard and we will hear background music. Either set your phone down and step away (**while it is on mute**), or please hang up and then reconnect when you are ready.
****To mute/unmute: Press *4 on your phone keypad to mute (and unmute) your microphone within the BlueJeans system; or if using your computer, click on the microphone icon or "M" on your keyboard.****
4. Background noise is very disturbing and it does not allow for a good record. **Please refrain from using the speaker mode on your phone and use the hand-set.** The record will be much clearer. Please do not connect while driving.
5. When your case is called - to make your appearance, please **clearly** state your name, bar number, and the party you represent – with Plaintiff's counsel appearing first. **Please state your name EACH and EVERY time you speak to ensure a complete record.**
6. If you are only a participant/interested party listening to the hearing, **you must make your appearance** and after making your appearance, please ensure to adhere to the same instructions and please ensure your phone remains on mute for the entire hearing.
7. Please be patient until your case is called and please be considerate of others who are participating remotely.

We appreciate your cooperation during these difficult and unprecedented times.

Thank you,

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



JI
THOMAS WALKER
6253 Rocky Mountain Ave
Las Vegas, Nevada 89156
(702) 619-1256
Twalkercivil3@gmail.com
In Proper Person

DISTRICT COURT

CLARK COUNTY, NEVADA

THOMAS WALKER, an individual,

Petitioner

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
Agent for 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(s)

Case No: A-18-783375-C

Dept. No.: XXXI

JURY INSTRUCTIONS
STIPULATED AND AGREED
(UNCITED)

Plaintiff/Counter-defendant THOMAS WALKER respectfully submits its Jury
Instructions.

Plaintiff THOMAS WALKER and Defendant's/Counterclaimants' Floyd Grimes, et al.,
by and through Defendant's counsel KENNETH M. ROBERTS Esq, of the law firm Dempsey
Roberts & Smith, stipulate and agree to these Jury Instructions and therefore Plaintiff THOMAS
WALKER respectfully submits these Jury Instructions uncited.

Dated this 31st day of May, 2021

submit by:



Thomas Walker

6253 Rocky Mountain Avenue
Las Vegas, Nevada 89156
(702) 619-1256
twlkercivil3@gmail.com
In Proper Person

INSTRUCTION NO. 1

THE DUTY OF THE JURY

Members of the Jury:

It is now my duty as judge to instruct you in the law that applies to this case. It is your duty as jurors to follow these instructions and to apply the law to the facts as you find them from the evidence.

You must not be concerned with the wisdom of any rule of law stated in these instructions. Regardless of any opinion you may have as to what the law ought to be, it would be a violation of your oath to base a verdict upon any other view of the law than that given in these instructions.

INSTRUCTION NO. 2

REPEATED INSTRUCTIONS

If, in these instructions, any rule, direction or idea is repeated or stated in different ways, no emphasis thereon is intended by me and none may be inferred by you. For that reason, you are not to single out any certain sentence or individual point or instruction and ignore the others, but you are to consider all the instructions as a whole and regard each in the light of all the others.

The order in which the instructions are given has no significance as to their relative importance.

INSTRUCTION NO. 3

THE MASCULINE FORM OF THE INSTRUCTIONS

The masculine form as used in these instructions, if applicable as shown by the text of the instruction and the evidence, also applies to a female person or Corporation.

INSTRUCTION NO. 4

USE COMMON SENSE: NOT SYMPATHY, PREJUDICE OR PUBLIC OPINION

Although you are to consider only the evidence in the case and reaching a verdict, you must bring to the consideration of the evidence your everyday common sense and judgment as reasonable men and women. Thus, you are not limited solely to what you see and hear as the witnesses testify. You may draw reasonable inferences from the evidence which you feel are justified in the light of common experience, keeping in mind that such inferences should not be based on speculation or guesses.

A verdict may never be influenced by sympathy, prejudice or public opinion your decision should be the product of sincere judgment and sound discretion in accordance with these rules of law.

INSTRUCTION NO. 5

COMMENTS BY THE COURT

If, during this trial, I have said or done anything which has suggested to you that I am inclined to favor the claims or positions of any party, you will not be influenced by any such suggestion. I have not expressed, nor intended to express, nor have I intended to intimate, any opinion as to which witnesses are or are not worthy of belief, what facts are or are not established, or what inferences should be drawn from the evidence. If any expression of mine has seemed to indicate an opinion relating to any of these matters I instruct you to disregard it.

INSTRUCTION NO. 6

COMMUNICATION WITH OTHERS

You are admonished that no juror may declare to a fellow juror any fact relating to this case as of his or her own knowledge, and if any jurors discovered during the trial or after the jury has retired that he, she or any other juror has personal knowledge of any fact in controversy in this case, he or she shall disclose such situation to me in the absence of the other jurors. This means that if you learn, during the course of the trial, that you were acquainted with the facts of this case or the witnesses and you have not previously told me of this relationship, you must then declare that fact to me. You communicate to the court through the bailiff/marshal.

During the course of this trial, the attorneys for both sides and court personnel, other than the bailiff/ Marshall, are not permitted to converse with members of the jury. These individuals are not being antisocial; They are bound by ethics and the law not to talk to you period to do so might contaminate your verdict. You are admonished, Additionally, that you are not to visit the scene of any of the acts or occurrences made mention of during this trial, unless specifically directed to do so by the court. Do not undertake any investigation of the case on your own, or endeavor to research legal or factual issues on your own.

INSTRUCTION NO. 7

JURORS NOT TO CONDUCT INDEPENDENT INVESTIGATION

You must decide all questions effect in this case from the evidence received in this trial and not from any other source. You must not make any independent investigation of the facts or the law or consider or discuss facts as to which there is no evidence. This means, for example, that you must not on your own visit the scene, conduct experiments or consult reference work for additional information.

INSTRUCTION NO. 8

CONSIDER ALL OF THE EVIDENCE

In determining whether any proposition has been proved, you should consider all evidence bearing on the question without regard to which party produced it.

INSTRUCTION NO. 9

DISCUSSION OF TRIALS AND MEDIA COVERAGE

Again, let me remind you that until the case is submitted to you:

1. do not talk to each other or anyone else about it or about anyone who has anything to do with it until the end of the case when you go to the jury room to decide your verdict.
2. Quote anyone else End Quote includes members of your family and friends. You may tell them that you are a juror in a civil case, but don't tell them anything else about it until after you have been discharged as jurors by me.
3. Do not let anyone talk to you about the case or about anyone who has anything to do with it. If someone should try to talk to you, please report it to me immediately by contacting the bailiff/ Marshall.
4. Do not read any news stories or articles or listen to any radio or television reports about the case or about anyone who has anything to do with it. This includes anything about the case posted on the Internet in any form.
5. Do not read or post anything about this case on social media.

INSTRUCTION NO. 10

CLAIMS AND DEFENSES OF MULTIPLE PARTIES TO BE CONSIDERED
SEPARATELY

You should decide the case for or against each plaintiff separately as if it were a separate lawsuit. Each plaintiff is entitled to separate consideration of [his/hers/its] own claims and offences. Unless I tell you otherwise, all instructions apply to each plaintiff.

You should decide the case for or against each defendant separately as if it were a separate lawsuit. Each defendant is entitled to separate consideration of [his/ hers/ it's] own claims and defenses. Unless I tell you otherwise, all instructions apply to each defendant

INSTRUCTION NO. 11

JURY DELIBERATIONS

When you retire to consider your verdict, you must select one of your number to act as foreperson, who will preside over your deliberations. Ann will be your spokesman here in court. During your deliberations, you will have all the exhibits which were admitted into evidence, these written and forms of verdict, which had been prepared for your convenience. Next line in civil actions, 3/4 of the total number of jurors may find in return a verdict. This is a civil action. As soon as six or more of you have agreed upon a verdict, you shall have it signed and dated by your foreperson, and then returned with it to this room.

INSTRUCION NO. 12

JURY MAY COME ONTO COURT FOR FURTHER INSTRUCTIONS

If, during your deliberations, you should desire to be further informed on any point of law or hear again portions of the testimony, you must reduce your question to writing signed by the foreperson. The officer will return you to the court where the information sought will be given you in the presence of the parties or their attorneys. Remember, the court is not at Liberty to supplement the evidence.

INSTRUCTION NO. 13

BURDEN OF PROOF:

A party must persuade you, by the evidence presented in court, that what he or she is required to prove is more likely to be true than not true. This referred to as “the burden of proof.” After weighing all the evidence, if you cannot decide that something is more likely to be true than not true, you must conclude that the party did not prove it. You should consider all the evidence, no matter which party produced the evidence.

INSTRUCTION NO. 14

EVIDENCE TO BE CONSIDERED GENERALLY:

DIRECT AND CIRCUMSTANTIAL EVIDENCE

The evidence which you are to consider in this case consist of the testimony of the witnesses, the exhibits, and any fact admitted or agreed to by counsel.

There are two types of evidence: direct and circumstantial. Direct evidence is direct proof of a fact, such as testimony by a witness about what the witness personally saw or heard or did. Circumstantial evidence is the proof of one or more facts from which you could find another fact. The law makes no distinction between the weight to be given either direct or circumstantial evidence. Therefore, all of the evidence in the case, including the circumstantial evidence, should be considered by you and arriving at your verdict.

Statements, arguments and opinions of counsel are not evidence in the case. However, if the attorneys stipulate (meaning to agree) to the existence of a fact, you must accept the stipulation of evidence and regard that fact as proved.

Questions are not evidence. Only the answer is evidence. You should consider a question only if it helps you understand the witnesses answer. Do not assume that something is true just because they questioned suggests that it is.

you must also disregard any evidence to which an objection was sustained by the court and any evidence ordered stricken by the court. Anything you may have seen or heard outside the courtroom is not evidence and must also be disregarded.

If the court has instructed you that you must accept a fact as proven or draw a particular inference, you must do so. If the court is instructed you regarding a presumption regarding evidence, then you must consider that presumption as well.

INSTRUCTION NO. 15

ELEMENTS; PROOF REQUIREMENTS

To succeed on a breach of contract claim, plaintiff [Counter-claimant] must show 4 elements:

1. The existence of a valid contract between the parties;
2. Plaintiffs[or counter-claimant's] Performance. [Or inability to perform or excuse from performance];
3. Defendants[or counter-defendants] material failure to perform; And.
4. Damages resulting from the failure to perform.

INSTRUCTION NO. 16

ELEMENTS: CONTRACT REQUIREMENTS

An enforceable contract requires an offer and acceptance, a meeting of the minds, and consideration.

FORMATION: ACCEPTANCE

An acceptance is an unqualified and unconditional assent to an offer without any change in the terms of the offer that is communicated to the party making the offer in accordance with any condition for acceptance of the offer that have been specified by the party making the offer, or if no such conditions have been specified, in any reasonable and usual manner of acceptance.

A qualified or conditional acceptance or one that changes any terms of the offer is a rejection of the offer that terminates the offer. It is a counter offer, which, in turn, must be accepted without any qualifications, conditions or changes in terms for a contract to be formed.

CONTRACT

contract requires a “meeting of the minds”; that is, the parties must assent to the same terms and conditions in the same sense. However, contractual intent is determined by the objective meaning of the words and conduct of the parties under the circumstances, not any secret or unexpressed intention or understanding of one or more parties to the contract.

INSTRUCTION NO. 19

FORMATION: UNJUST ENRICHMENT

The [Plaintiff] May recover the reasonable value of a benefit conferred on the [Defendant] if the [Defendant] knew of the benefit conferred, accepted the benefit and retention of the benefit is unjust without paying its reasonable value.

FORMATION: CERTAINTY

To be enforceable, a contract must be sufficiently definite and certain so that the contract's meaning can be determined and the responsibilities of the parties can be fixed.

If any of the essential terms of a contract are left for future determination, there is no binding contract until all essential terms have been determined. However, if an essential term is uncertain, but the contract provides a means or formula by which the essential terms can be determined, or the parties' performance has rendered the uncertain term definite and certain, then the contract becomes enforceable.

INSTRUCTION NO. 21

DAMAGES

A party seeking damages has the burden of proving both that they did, In fact, suffer injury and the amount of damages that resulted from that injury. The amount of damages need not be proven with mathematical exactitude, but the parties seeking damages must provide an evidentiary basis for determining a reasonable accurate amount of damages. There is no requirement that absolute certainty be achieved; Once evidence establish is that the parties seeking damages did, In fact, suffer injury, some uncertainty as to the amount of damages is permissible. However, even if it is provided by an expert, testimony that constitutes speculation not supported by evidence is not sufficient to provide the required evidentiary basis for determining a reasonable. Accurate awarded damages.

INSTRUCTION NO. 22

SLANDER OF TITLE ELEMENTS

In order to establish a claim for slander of title, plaintiff must prove the following elements by preponderance of the evidence:

1. False and malicious communications;
2. That discharge plaintiff's title in land; And
3. Cause special damage.

INSTRUCTION NO. 23

UNLAWFUL DETAINER

A tenant of real property or a mobile home for a term less than life is guilty of an unlawful detainer when the tenant continues in possession, in person or by subtenant, of the property or mobile home or any part thereof, after the expiration of the term for which it is let to the tenant. In all cases where real property is leased for a specified term or period, or by express or implied contract, whether written or parol, the tenancy terminates without notice at the expiration of the specified term or period.

INSTRUCTION NO. 24

JURY INSTRUCTION ____:

UNLAWFUL DETAINER

A tenant of real property, a recreational vehicle, or a mobile home, for a term less than life is guilty of an unlawful detainer when having leased the real property or a mobile home for an indefinite time, with monthly or other periodic rent reserved, and the tenant continues in possession thereof without the landlord's consent after the expiration of a notice of:

- (1) For tenancies from week to week, at least 7 days;
- (2) Except as otherwise provided in NRS 40.251(2), for all other periodic tenancies, at least 30 days; or
- (3) For tenancies at will, at least 5 days.

NRS 40.251(2): Except as otherwise provided in this section, if a tenant with a periodic tenancy pursuant to paragraph (a) or (b) of subsection 1, other than a tenancy from week to week, is 60 years of age or older or has a physical or mental disability, the tenant may request to be allowed to continue in possession for an additional 30 days beyond the time specified in subsection 1 by submitting a written request for an extended period and providing proof of the tenant's age or disability. A landlord may not be required to allow a tenant to continue in possession if a shorter notice is provided pursuant to subparagraph (2) of paragraph (b) of subsection 1.

INSTRUCTION NO. 25

STATUTE OF FRAUDS

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

INSTRUCTION NO. 26

STATUTE OF FRAUDS

An agreement for the sale of real property is void unless set forth in writing containing all material terms; the legal sufficiency of the writing presents a question of law.

INSTRUCTION NO. 27

QUANTUM MERUIT

Quantum Rhue is an equitable remedy, for which a plaintiff must establish either an implied- in- fact. Contract or unjust enrichment to recover. Quantum Meru is the usual measurement of enrichment cases where non returnable benefits have been furnished at the defendant's request, But where the parties have made no enforceable agreement as to the price. The doctrine of quantum aroud generally applies to an action involving the work and labor performed, which is founded on an oral promise to pay, on the parts of the defendant, as much as the plaintiff reasonably deserves for his labor. In the absence of an agreed upon amount.

INSTRUCTION NO. 28

DECLARATORY RELIEF

Any person interested under a deed, written, contract, or other writing constituting a contract, may have any question of construction or validity arising under the instrument or contract. Determined an obtain a declaration of Rights, status or other legal relations. Thereunder.

INSTRUCTION NO. 29

CREDIBILITY OF WITNESSES

The credibility or believability of a witness should be determined by his or her manner upon the stand, his or her relationship to the parties, his or her fears, motives, interests or feelings, his or her opportunity to have observed the matter to which he or she testified, the reasonableness of his or her statements, and the strengths or weaknesses of his or her recollections. If you believe that a witness has lied about any material fact in the case, you may disregard the entire testimony of that witness, or any portion of his testimony which is not proved by other evidence.

INSTRUCTION NO. 30

ADMISSIONS

Before trial, each party has the right to ask another party to admit in writing that certain matters are true. If the other party admits those matters, you must accept them as true. No further evidence is required to prove them.

You will regard those matters as being conclusively proved all such matters of fact which were expressly admitted by the parties or which the parties felt to deny.

If there are multiple parties to the litigation, these matters must be considered true only as they apply to the party who admitted they were true.

INSTRUCTION NO. 31

STATUTE OF FRAUDS

Full performance by one party may also remove a contract from the statute of frauds.

INSTRUCTION NO. 32

AUTHORIZED AGENT

Deviney principle, An agent must have Actual or apparent authority to act for the principle. An agent acts with actual authority when, at the time the agent takes action on behalf of the principle, the agent region reasonably believes in accordance with the principles, manifestation to the agent, that the principle wishes the agent to So act. Apparent authority exists when the principle holds the agent out as possessing authority or permits the agent to exercise or represent themselves as possessing authority under circumstances where a third parties reasonable reliance on the principles conduct prevents the principle from denying the existence of such authority.

INSTRUCTION NO. 33

SLANDER OF TITLE

To maintain A cause of action for slander of title, plaintiff is not required to demonstrate that vend ability of land was adversely affected. Proof of other actual damages, such as the expense of removing the cloud on title, is sufficient.

INSTRUCTION NO. 34

CONTRACT: MULTIPLE WRITTINGS

A single contract may consist of two (or more) separate documents. Two (or more) separate writings may be sufficiently connected by internal evidence contained in the documents themselves, without any express reference. Where one document makes other writings a part of the contract by reference, All such writings are to be construed together and become a part of the contract.

CONTRACTS: WRITTEN AND ORAL CONTRACTS

A contract may be oral, written, or partly oral and partly written. An oral or partly oral and partly written contract is as valid and enforceable as a written contract. Preliminary negotiations do not constitute a binding contract unless the parties have agreed upon all material terms, but a contract can be formed when all the material terms are definitively understood and agreed upon, even though the parties intend to sign a writing later that includes all the essential terms of the contract. If the parties agree that the terms of a contract must be reduced to writing and signed before the contract is effective, there is no binding agreement on any of the terms of the contract until the written agreement is signed. However, if the parties have orally agreed on all material terms and conditions of a contract, and that their agreement is binding, but also agree that a formal written contract embodying the terms and conditions of their agreement will be prepared and signed later than the oral agreement is binding, regardless of whether or not a written contract is subsequently signed (unless the lawyer requires that the contract be in writing).

INSTRUCTION NO. 36

EXPRESS AND IMPLIED CONTRACTS

A contract may be implied as well as expressed. For an implied contract, the existence and terms of the contract are inferred from the conduct of the parties, but both an express and implied contract will require a manifestation by the parties of an intent to contract an ascertainable agreement.



JI
THOMAS WALKER
6253 Rocky Mountain Ave
Las Vegas, Nevada 89156
(702) 619-1256
Twalkercivil3@gmail.com
In Proper Person

DISTRICT COURT

CLARK COUNTY, NEVADA

THOMAS WALKER, an individual,

Petitioner

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
Agent for 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(s)

Case No: A-18-783375-C

Dept. No.: XXXI

JURY INSTRUCTIONS
STIPULATED AND AGREED
(UNCITED)

Plaintiff/Counter-defendant THOMAS WALKER respectfully submits its Jury
Instructions.

Plaintiff THOMAS WALKER and Defendant's/Counterclaimants' Floyd Grimes, et all.,
by and through Defendant's counsel KENNETH M. ROBERTS Esq, of the law firm Dempsey
Roberts & Smith, stipulate and agree to these Jury Instructions and therefore Plaintiff THOMAS
WALKER respectfully submits these Jury Instructions uncited.

Dated this 31st day of May, 2021

submit by:



Thomas Walker

6253 Rocky Mountain Avenue
Las Vegas, Nevada 89156
(702) 619-1256
twlkercivil3@gmail.com
In Proper Person

INSTRUCTION NO. 1

THE DUTY OF THE JURY

Members of the Jury:

It is now my duty as judge to instruct you in the law that applies to this case. It is your duty as jurors to follow these instructions and to apply the law to the facts as you find them from the evidence.

You must not be concerned with the wisdom of any rule of law stated in these instructions. Regardless of any opinion you may have as to what the law ought to be, it would be a violation of your oath to base a verdict upon any other view of the law than that given in these instructions.

INSTRUCTION NO. 2

REPEATED INSTRUCTIONS

If, in these instructions, any rule, direction or idea is repeated or stated in different ways, no emphasis thereon is intended by me and none may be inferred by you. For that reason, you are not to single out any certain sentence or individual point or instruction and ignore the others, but you are to consider all the instructions as a whole and regard each in the light of all the others.

The order in which the instructions are given has no significance as to their relative importance.

INSTRUCTION NO. 3

THE MASCULINE FORM OF THE INSTRUCTIONS

The masculine form as used in these instructions, if applicable as shown by the text of the instruction and the evidence, also applies to a female person or Corporation.

INSTRUCTION NO. 4

USE COMMON SENSE: NOT SYMPATHY, PREJUDICE OR PUBLIC OPINION

Although you are to consider only the evidence in the case and reaching a verdict, you must bring to the consideration of the evidence your everyday common sense and judgment as reasonable men and women. Thus, you are not limited solely to what you see and hear as the witnesses testify. You may draw reasonable inferences from the evidence which you feel are justified in the light of common experience, keeping in mind that such inferences should not be based on speculation or guesses.

A verdict may never be influenced by sympathy, prejudice or public opinion your decision should be the product of sincere judgment and sound discretion in accordance with these rules of law.

INSTRUCTION NO. 5

COMMENTS BY THE COURT

If, during this trial, I have said or done anything which has suggested to you that I am inclined to favor the claims or positions of any party, you will not be influenced by any such suggestion. I have not expressed, nor intended to express, nor have I intended to intimate, any opinion as to which witnesses are or are not worthy of belief, what facts are or are not established, or what inferences should be drawn from the evidence. If any expression of mine has seemed to indicate an opinion relating to any of these matters I instruct you to disregard it.

INSTRUCTION NO. 6

COMMUNICATION WITH OTHERS

You are admonished that no juror may declare to a fellow juror any fact relating to this case as of his or her own knowledge, and if any jurors discovered during the trial or after the jury has retired that he, she or any other juror has personal knowledge of any fact in controversy in this case, he or she shall disclose such situation to me in the absence of the other jurors. This means that if you learn, during the course of the trial, that you were acquainted with the facts of this case or the witnesses and you have not previously told me of this relationship, you must then declare that fact to me. You communicate to the court through the bailiff/marshal.

During the course of this trial, the attorneys for both sides and court personnel, other than the bailiff/ Marshall, are not permitted to converse with members of the jury. These individuals are not being antisocial; They are bound by ethics and the law not to talk to you period to do so might contaminate your verdict. You are admonished, Additionally, that you are not to visit the scene of any of the acts or occurrences made mention of during this trial, unless specifically directed to do so by the court. Do not undertake any investigation of the case on your own, or endeavor to research legal or factual issues on your own.

INSTRUCTION NO. 7

JURORS NOT TO CONDUCT INDEPENDENT INVESTIGATION

You must decide all questions effect in this case from the evidence received in this trial and not from any other source. You must not make any independent investigation of the facts or the law or consider or discuss facts as to which there is no evidence. This means, for example, that you must not on your own visit the scene, conduct experiments or consult reference work for additional information.

INSTRUCTION NO. 8

CONSIDER ALL OF THE EVIDENCE

In determining whether any proposition has been proved, you should consider all evidence bearing on the question without regard to which party produced it.

INSTRUCTION NO. 9

DISCUSSION OF TRIALS AND MEDIA COVERAGE

Again, let me remind you that until the case is submitted to you:

1. do not talk to each other or anyone else about it or about anyone who has anything to do with it until the end of the case when you go to the jury room to decide your verdict.
2. Quote anyone else End Quote includes members of your family and friends. You may tell them that you are a juror in a civil case, but don't tell them anything else about it until after you have been discharged as jurors by me.
3. Do not let anyone talk to you about the case or about anyone who has anything to do with it. If someone should try to talk to you, please report it to me immediately by contacting the bailiff/ Marshall.
4. Do not read any news stories or articles or listen to any radio or television reports about the case or about anyone who has anything to do with it. This includes anything about the case posted on the Internet in any form.
5. Do not read or post anything about this case on social media.

INSTRUCTION NO. 10

CLAIMS AND DEFENSES OF MULTIPLE PARTIES TO BE CONSIDERED
SEPARATELY

You should decide the case for or against each plaintiff separately as if it were a separate lawsuit. Each plaintiff is entitled to separate consideration of [his/hers/its] own claims and offences. Unless I tell you otherwise, all instructions apply to each plaintiff.

You should decide the case for or against each defendant separately as if it were a separate lawsuit. Each defendant is entitled to separate consideration of [his/ hers/ it's] own claims and defenses. Unless I tell you otherwise, all instructions apply to each defendant

INSTRUCTION NO. 11

JURY DELIBERATIONS

When you retire to consider your verdict, you must select one of your number to act as foreperson, who will preside over your deliberations. Ann will be your spokesman here in court. During your deliberations, you will have all the exhibits which were admitted into evidence, these written and forms of verdict, which had been prepared for your convenience. Next line in civil actions, 3/4 of the total number of jurors may find in return a verdict. This is a civil action. As soon as six or more of you have agreed upon a verdict, you shall have it signed and dated by your foreperson, and then returned with it to this room.

INSTRUCION NO. 12

JURY MAY COME ONTO COURT FOR FURTHER INSTRUCTIONS

If, during your deliberations, you should desire to be further informed on any point of law or hear again portions of the testimony, you must reduce your question to writing signed by the foreperson. The officer will return you to the court where the information sought will be given you in the presence of the parties or their attorneys. Remember, the court is not at Liberty to supplement the evidence.

INSTRUCTION NO. 13

BURDEN OF PROOF:

A party must persuade you, by the evidence presented in court, that what he or she is required to prove is more likely to be true than not true. This referred to as “the burden of proof.” After weighing all the evidence, if you cannot decide that something is more likely to be true than not true, you must conclude that the party did not prove it. You should consider all the evidence, no matter which party produced the evidence.

INSTRUCTION NO. 14

EVIDENCE TO BE CONSIDERED GENERALLY:

DIRECT AND CIRCUMSTANTIAL EVIDENCE

The evidence which you are to consider in this case consist of the testimony of the witnesses, the exhibits, and any fact admitted or agreed to by counsel.

There are two types of evidence: direct and circumstantial. Direct evidence is direct proof of a fact, such as testimony by a witness about what the witness personally saw or heard or did. Circumstantial evidence is the proof of one or more facts from which you could find another fact. The law makes no distinction between the weight to be given either direct or circumstantial evidence. Therefore, all of the evidence in the case, including the circumstantial evidence, should be considered by you and arriving at your verdict.

Statements, arguments and opinions of counsel are not evidence in the case. However, if the attorneys stipulate (meaning to agree) to the existence of a fact, you must accept the stipulation of evidence and regard that fact as proved.

Questions are not evidence. Only the answer is evidence. You should consider a question only if it helps you understand the witnesses answer. Do not assume that something is true just because they questioned suggests that it is.

You must also disregard any evidence to which an objection was sustained by the court and any evidence ordered stricken by the court. Anything you may have seen or heard outside the courtroom is not evidence and must also be disregarded.

If the court has instructed you that you must accept a fact as proven or draw a particular inference, you must do so. If the court is instructed you regarding a presumption regarding evidence, then you must consider that presumption as well.

INSTRUCTION NO. 15

ELEMENTS; PROOF REQUIREMENTS

To succeed on a breach of contract claim, plaintiff [Counter-claimant] must show 4 elements:

1. The existence of a valid contract between the parties;
2. Plaintiffs[or counter-claimant's] Performance. [Or inability to perform or excuse from performance];
3. Defendants[or counter-defendants] material failure to perform; And.
4. Damages resulting from the failure to perform.

INSTRUCTION NO. 16

ELEMENTS: CONTRACT REQUIREMENTS

An enforceable contract requires an offer and acceptance, a meeting of the minds, and consideration.

FORMATION: ACCEPTANCE

An acceptance is an unqualified and unconditional assent to an offer without any change in the terms of the offer that is communicated to the party making the offer in accordance with any condition for acceptance of the offer that have been specified by the party making the offer, or if no such conditions have been specified, in any reasonable and usual manner of acceptance.

A qualified or conditional acceptance or one that changes any terms of the offer is a rejection of the offer that terminates the offer. It is a counter offer, which, in turn, must be accepted without any qualifications, conditions or changes in terms for a contract to be formed.

INSTRUCTION NO. 18

FORMATION: CONTRACTUAL INTENT

A contract requires a “meeting of the minds”; that is, the parties must assent to the same terms and conditions in the same sense. However, contractual intent is determined by the objective meaning of the words and conduct of the parties under the circumstances, not any secret or unexpressed intention or understanding of one or more parties to the contract.

INSTRUCTION NO. 19

FORMATION: UNJUST ENRICHMENT

The [Plaintiff] May recover the reasonable value of a benefit conferred on the [Defendant] if the [Defendant] knew of the benefit conferred, accepted the benefit and retention of the benefit is unjust without paying its reasonable value.

INSTRUCTION NO. 20

FORMATION: CERTAINTY

To be enforceable, a contract must be sufficiently definite and certain so that the contract's meaning can be determined and the responsibilities of the parties can be fixed.

If any of the essential terms of a contract are left for future determination, there is no binding contract until all essential terms have been determined. However, if an essential term is uncertain, but the contract provides a means or formula by which the essential terms can be determined, or the parties' performance has rendered the uncertain term definite and certain, then the contract becomes enforceable.

INSTRUCTION NO. 21

DAMAGES: UNCERTAINTY AS TO AMOUNT

A party seeking damages has the burden of proving both that they did, In fact, suffer injury and the amount of damages that resulted from that injury. The amount of damages need not be proven with mathematical exactitude, but the parties seeking damages must provide an evidentiary basis for determining a reasonable accurate amount of damages. There is no requirement that absolute certainty be achieved; Once evidence establish is that the parties seeking damages did, In fact, suffer injury, some uncertainty as to the amount of damages is permissible. However, even if it is provided by an expert, testimony that constitutes speculation not supported by evidence is not sufficient to provide the required evidentiary basis for determining a reasonable. Accurate awarded damages.

INSTRUCTION NO. 22

UNLAWFUL DETAINER

A tenant of real property or a mobile home for a term less than life is guilty of an unlawful detainer when the tenant continues in possession, in person or by subtenant, of the property or mobile home or any part thereof, after the expiration of the term for which it is let to the tenant. In all cases where real property is leased for a specified term or period, or by express or implied contract, whether written or parole, the tenancy terminates without notice at the expiration of the specified term or period.

INSTRUCTION NO. 23

UNLAWFUL DETAINER

A tenant of real property, a recreational vehicle, or a mobile home, for a term less than life is guilty of an unlawful detainer when having leased the real property or a mobile home for an indefinite time, with monthly or other periodic rent reserved, and the tenant continues in possession thereof without the landlord's consent after the expiration of a notice of:

- (1) For tenancies from week to week, at least 7 days;
- (2) Except as otherwise provided in NRS 40.251(2), for all other periodic tenancies, at least 30 days; or
- (3) For tenancies at will, at least 5 days.

NRS 40.251(2): Except as otherwise provided in this section, if a tenant with a periodic tenancy pursuant to paragraph (a) or (b) of subsection 1, other than a tenancy from week to week, is 60 years of age or older or has a physical or mental disability, the tenant may request to be allowed to continue in possession for an additional 30 days beyond the time specified in subsection 1 by submitting a written request for an extended period and providing proof of the tenant's age or disability. A landlord may not be required to allow a tenant to continue in possession if a shorter notice is provided pursuant to subparagraph (2) of paragraph (b) of subsection 1.

INSTRUCTION NO. 24

STATUTE OF FRAUDS

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

INSTRUCTION NO. 25

STATUTE OF FRAUDS

An agreement for the sale of real property is void unless set forth in writing containing all material terms; the legal sufficiency of the writing presents a question of law.

INSTRUCTION NO. 26

CREDIBILITY OF WITNESSES

The credibility or believability of a witness should be determined by his or her manner upon the stand, his or her relationship to the parties, his or her fears, motives, interests or feelings, his or her opportunity to have observed the matter to which he or she testified, the reasonableness of his or her statements, and the strengths or weaknesses of his or her recollections. If you believe that a witness has lied about any material fact in the case, you may disregard the entire testimony of that witness, or any portion of his testimony which is not proved by other evidence.

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AJURL

FILED IN OPEN COURT
STEVEN D. GRIERSON
CLERK OF THE COURT

JUN 03 2021

DISTRICT COURT

BY Kathryn L. McDowell
KATHRYN L. MCDOWELL, DEPUTY

CLARK COUNTY, NEVADA

THOMAS WALKER

Plaintiff(s)

CASE NO. A783375

Vs

DEPT. NO. 31

FLOYD GRIMES
Defendant(s).

A-18-783375-C
JURL
Jury List
4968454



JURY LIST

- | | |
|---------------------|-------------------|
| 1. Joshua Kallal | 6. Gloria Ty |
| 2. Joshua Miley | 7. Karel Wilkins |
| 3. Natasha Princier | 8. Norman Atwater |
| 4. Joseph Juliano | |
| 5. Ann Scarff | |

ALTERNATES

1. Erik Moll

WILLIAM W. WILSON
WILLIAM W. WILSON
WILLIAM W. WILSON

WILLIAM W. WILSON

WILLIAM W. WILSON
WILLIAM W. WILSON

DISTRICT COURT
CLARK COUNTY, NEVADA

JUN 03 2021

BY Kathryn L. McDowell
KATHRYN L. MCDOWELL, DEPUTY

THOMAS WALKER, an individual,

Plaintiff,

CASE NO. A-18-783375-C

Dept. No. 31

vs.

FLOYD W. GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual,
JALEE ARNONE, an individual,

Defendants.

FLOYD W. GRIMES, an individual, JALEE
ARNONE, an individual,

Counterclaimants,

vs.

THOMAS WALKER, an individual,

Counter-Defendant.

A-18-783375-C
SJV
Special Jury Verdict
4866456



SPECIAL VERDICT FORM

1. Has Plaintiff Thomas Walker established that he entered into an enforceable contract with Defendant Floyd Grimes on January 15, 2005, to purchase the property located at 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156?

ANSWER: YES _____ NO X

If you answered "NO," to Question No. 1 above, you do not need to provide answers to questions 2 through 4 below. (Otherwise proceed to Question No. 2.)

2. If you answered "YES" to Question No. 1, do you find from a preponderance of the evidence that Plaintiff Thomas Walker is entitled to a declaration from this Court that he is to be named the owner of 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156?

ANSWER: YES _____ NO _____

n/a

THE JOURNAL OF THE
ROYAL ANTHROPOLOGICAL INSTITUTE
OF GREAT BRITAIN AND IRELAND

VOL. 11

1881

3. If you answered "YES" to Question No. 1, do you find from a preponderance of the evidence that Defendant Floyd Grimes breached a contract with Plaintiff Thomas Walker for the sale/purchase of 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156?

ANSWER: YES _____ n/a NO _____

4. If you answered "YES" to Question No. 3, do you find from a preponderance of the evidence that Plaintiff Thomas Walker suffered damages?

ANSWER: YES _____ n/a NO _____

If so, what amount of money do you find should be awarded to Plaintiff Thomas Walker and against Defendant Floyd Grimes?

\$ _____ n/a (Answer in Dollars and Cents)

5. Has Plaintiff Thomas Walker established that he entered into an enforceable contract with Defendant Victoria Halsey on January 15, 2005 to purchase the property located at 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156?

ANSWER: YES _____ NO X

If you answered "NO," to Question No. 5 above, you do not need to provide answers to questions 6 and 7 below. (Otherwise proceed to Question No. 6.)

6. If you answered "YES" to Question No. 5, do you find from a preponderance of the evidence that Defendant Victoria Halsey breached a contract with Plaintiff Thomas Walker for the sale/purchase of 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156?

ANSWER: YES _____ n/a NO _____

7. If you answered "YES" to Question No. 6, do you find from a preponderance of the evidence that Plaintiff Thomas Walker suffered damages?

ANSWER: YES _____ n/a NO _____

If so, what amount of money do you find should be awarded to Plaintiff Thomas Walker and against Defendant Victoria Halsey?

\$ _____ (Answer in Dollars and Cents)

VERDICT FOR COUNTERCLAIMS.

8. Has Counterclaimant Floyd Grimes established a claim of unjust enrichment against Counter-Defendant Thomas Walker as to Thomas Walker's having continuously resided at 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156 without paying rent during the time Mr. Grimes owned the property prior to August 10, 2018?

ANSWER: YES _____ NO X

If so, what amount of money do you find should be awarded to Counterclaimant Floyd Grimes against Counter-Defendant Thomas Walker for unjust enrichment?

\$ 7/9 (Answer in Dollars and Cents)

9. Has Counterclaimant Jalee Arnone established a claim of unjust enrichment against Counter-Defendant Thomas Walker as to Thomas Walker's having continuously resided at 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156 without paying rent during the time Ms. Arnone owned the property, from August 10, 2018, to the present?

ANSWER: YES _____ NO X

If so, what amount of money do you find should be awarded to Counterclaimant Jalee Arnone against Counter-Defendant Thomas Walker for unjust enrichment?

\$ 7/9 (Answer in Dollars and Cents)

10. Do you find from a preponderance of the evidence that Counterclaimant Jalee Arnone, as the current holder of title to 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156, is entitled to an injunction removing Counterdefendant Thomas Walker from the property?

ANSWER: YES X NO _____

11. Has Counterclaimant Floyd Grimes established a claim for unlawful detainer against Counter-Defendant Thomas Walker as to Walker's refusal to vacate 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156 after being served with notice to do so?

ANSWER: YES _____ NO X

If so, what amount of money do you find should be awarded to Counterclaimant Floyd Grimes against Counter-Defendant Thomas Walker for unlawful detainer?

\$ 7/4 (Answer in Dollars and Cents)

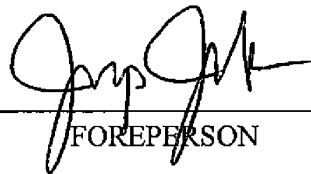
12. Has Counterclaimant Jalee Arnone established a claim for unlawful detainer against Counter-Defendant Thomas Walker as to Walker's refusal to vacate 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156 after being served with notice to do so?

ANSWER: YES _____ NO X

If so, what amount of money do you find should be awarded to Counterclaimant Jalee Arnone against Counter-Defendant Thomas Walker for unlawful detainer?

\$ n/a (Answer in Dollars and Cents)

Dated this 3 day of June 2021.



FOREPERSON

FILED IN OPEN COURT
STEVEN D. GRIERSON
CLERK OF THE COURT

JUN 03 2021

DISTRICT COURT
CLARK COUNTY, NEVADA

BY, *Kathryn L. McDowell*
KATHRYN L. MCDOWELL, DEPUTY

THOMAS WALKER, an individual,

Plaintiff,

vs.

FLOYD W. GRIMES, an individual, VICTORIA
JEAN HALSEY, an individual, JALEE ARNONE,
an individual,

Defendants.

FLOYD W. GRIMES, an individual, JALEE
ARNONE, an individual,

Counterclaimants,

vs.

THOMAS WALKER, an individual,

Counter-Defendant.

Case No: A-18-783375-C

Dept. No.: XXXI

JURY INSTRUCTIONS

ORIGINAL

A-18-783375-C
JI
Jury Instructions
4956457



INSTRUCTION NO. 1

Members of the Jury:

It is now my duty as judge to instruct you in the law that applies to this case. It is your duty as jurors to follow these instructions and to apply the law to the facts as you find them from the evidence.

You must not be concerned with the wisdom of any rule of law stated in these instructions. Regardless of any opinion you may have as to what the law ought to be, it would be a violation of your oath to base a verdict upon any other view of the law than that given in these instructions.

INSTRUCTION NO. 2

If, in these instructions, any rule, direction or idea is repeated or stated in different ways, no emphasis thereon is intended by me and none may be inferred by you. For that reason, you are not to single out any certain sentence or individual point or instruction and ignore the others, but you are to consider all the instructions as a whole and regard each in the light of all the others.

The order in which the instructions are given has no significance as to their relative importance.

INSTRUCTION NO. 3

The masculine form as used in these instructions, if applicable as shown by the text of the instruction and the evidence, also applies to a female person or Corporation.

INSTRUCTION NO. 4

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A verdict may never be influenced by sympathy, prejudice or public opinion your decision should be the product of sincere judgment and sound discretion in accordance with these rules of law.

INSTRUCTION NO. 5

If, during this trial, I have said or done anything which has suggested to you that I am inclined to favor the claims or positions of any party, you will not be influenced by any such suggestion. I have not expressed, nor intended to express, nor have I intended to intimate, any opinion as to which witnesses are or are not worthy of belief, what facts are or are not established, or what inferences should be drawn from the evidence. If any expression of mine has seemed to indicate an opinion relating to any of these matters I instruct you to disregard it.

INSTRUCTION NO. 6

You are admonished that no juror may declare to a fellow juror any fact relating to this case as of his or her own knowledge, and if any jurors discovered during the trial or after the jury has retired that he, she or any other juror has personal knowledge of any fact in controversy in this case, he or she shall disclose such situation to me in the absence of the other jurors. This means that if you learn, during the course of the trial, that you were acquainted with the facts of this case or the witnesses and you have not previously told me of this relationship, you must then declare that fact to me. You communicate to the court through the bailiff/marshal.

During the course of this trial, the attorneys for both sides and court personnel, other than the bailiff/ Marshall, are not permitted to converse with members of the jury. These individuals are not being antisocial; They are bound by ethics and the law not to talk to you period to do so might contaminate your verdict. You are admonished, additionally, that you are not to visit the scene of any of the acts or occurrences made mention of during this trial, unless specifically directed to do so by the court. Do not undertake any investigation of the case on your own, or endeavor to research legal or factual issues on your own.

INSTRUCTION NO. 7

You must decide all questions of fact in this case from the evidence received in this trial and not from any other source. You must not make any independent investigation of the facts or the law or consider or discuss facts as to which there is no evidence. This means, for example, that you must not on your own visit the scene, conduct experiments or consult reference work for additional information.

INSTRUCTION NO. 8

In determining whether any proposition has been proved, you should consider all evidence bearing on the question without regard to which party produced it.

INSTRUCTION NO. 9

Again, let me remind you that until the case is submitted to you:

1. Do not talk to each other or anyone else about it or about anyone who has anything to do with it until the end of the case when you go to the jury room to decide your verdict.
2. Quote anyone else End Quote includes members of your family and friends. You may tell them that you are a juror in a civil case, but don't tell them anything else about it until after you have been discharged as jurors by me.
3. Do not let anyone talk to you about the case or about anyone who has anything to do with it. If someone should try to talk to you, please report it to me immediately by contacting the bailiff/ Marshall.
4. Do not read any news stories or articles or listen to any radio or television reports about the case or about anyone who has anything to do with it. This includes anything about the case posted on the Internet in any form.
5. Do not read or post anything about this case on social media.

INSTRUCTION NO. 10

You should decide the case for or against each plaintiff separately as if it were a separate lawsuit. Each plaintiff is entitled to separate consideration of [his/hers/its] own claims and offences. Unless I tell you otherwise, all instructions apply to each plaintiff.

You should decide the case for or against each defendant separately as if it were a separate lawsuit. Each defendant is entitled to separate consideration of [his/ hers/ it's] own claims and defenses. Unless I tell you otherwise, all instructions apply to each defendant

INSTRUCTION 11

The credibility or believability of a witness should be determined by his or her manner upon the stand, his or her relationship to the parties, his or her fears, motives, interests or feelings, his or her opportunity to have observed the matter to which he or she testified, the reasonableness of his or her statements, and the strengths or weaknesses of his or her recollections. If you believe that a witness has lied about any material fact in the case, you may disregard the entire testimony of that witness, or any portion of his testimony which is not proved by other evidence.

INSTRUCTION NO. 12

DELETED BY AGREEMENT OF ALL PARTIES.

INSTRUCTION NO. 13

A party must persuade you, by the evidence presented in court, that what he or she is required to prove is more likely to be true than not true. This referred to as “the burden of proof.” After weighing all the evidence, if you cannot decide that something is more likely to be true than not true, you must conclude that the party did not prove it. You should consider all the evidence, no matter which party produced the evidence.

INSTRUCTION NO. 14

The evidence which you are to consider in this case consists of the testimony of the witnesses, the exhibits, and any fact admitted or agreed to by counsel.

There are two types of evidence: direct and circumstantial. Direct evidence is direct proof of a fact, such as testimony by a witness about what the witness personally saw or heard or did. Circumstantial evidence is the proof of one or more facts from which you could find another fact. The law makes no distinction between the weight to be given either direct or circumstantial evidence. Therefore, all of the evidence in the case, including the circumstantial evidence, should be considered by you and arriving at your verdict.

Statements, arguments and opinions of counsel are not evidence in the case. However, if the attorneys stipulate (meaning to agree) to the existence of a fact, you must accept the stipulation of evidence and regard that fact as proved.

Questions are not evidence. Only the answer is evidence. You should consider a question only if it helps you understand the witnesses answer. Do not assume that something is true just because they questioned suggests that it is.

You must also disregard any evidence to which an objection was sustained by the court and any evidence ordered stricken by the court. Anything you may have seen or heard outside the courtroom is not evidence and must also be disregarded.

If the court has instructed you that you must accept a fact as proven or draw a particular inference, you must do so. If the court is instructed you regarding a presumption regarding evidence, then you must consider that presumption as well.

INSTRUCTION NO. 15

To succeed on a breach of contract claim, plaintiff [counter-claimant] must show 4 elements:

1. The existence of a valid contract between the parties;
2. Plaintiffs[or counter-claimant's] performance. [Or inability to perform or excuse from performance];
3. Defendants[or counter-defendants] material failure to perform; and,
4. Damages resulting from the failure to perform.

INSTRUCTION NO. 16

An enforceable contract requires an offer and acceptance, a meeting of the minds, and consideration.

INSTRUCTION NO. 17

An acceptance is an unqualified and unconditional assent to an offer without any change in the terms of the offer that is communicated to the party making the offer in accordance with any condition for acceptance of the offer that have been specified by the party making the offer, or if no such conditions have been specified, in any reasonable and usual manner of acceptance.

A qualified or conditional acceptance or one that changes any terms of the offer is a rejection of the offer that terminates the offer. It is a counter offer, which, in turn, must be accepted without any qualifications, conditions or changes in terms for a contract to be formed.

INSTRUCTION NO. 18

A contract requires a “meeting of the minds”; that is, the parties must assent to the same terms and conditions in the same sense. However, contractual intent is determined by the objective meaning of the words and conduct of the parties under the circumstances, not any secret or unexpressed intention or understanding of one or more parties to the contract.

INSTRUCTION NO. 19

A party may recover the reasonable value of a benefit conferred on the opposing party if the opposing party knew of the benefit conferred, accepted the benefit and retention of the benefit is unjust without paying its reasonable value.

INSTRUCTION NO. 20

To be enforceable, a contract must be sufficiently definite and certain so that the contract's meaning can be determined and the responsibilities of the parties can be fixed.

If any of the essential terms of a contract are left for future determination, there is no binding contract until all essential terms have been determined. However, if an essential term is uncertain, but the contract provides a means or formula by which the essential terms can be determined, or the parties' performance has rendered the uncertain term definite and certain, then the contract becomes enforceable.

INSTRUCTION NO. 21

A party seeking damages has the burden of proving both that they did, in fact, suffer injury and the amount of damages that resulted from that injury. The amount of damages need not be proven with mathematical exactitude, but the parties seeking damages must provide an evidentiary basis for determining a reasonable accurate amount of damages. There is no requirement that absolute certainty be achieved. Once evidence establishes that the parties seeking damages did, in fact, suffer injury, some uncertainty as to the amount of damages is permissible. However, even if it is provided by an expert, testimony that constitutes speculation not supported by evidence is not sufficient to provide the required evidentiary basis for determining a reasonable, accurate award of damages.

INSTRUCTION NO. 22

A tenant of real property or a mobile home for a term less than life is guilty of an unlawful detainer when the tenant continues in possession, in person or by subtenant, of the property or mobile home or any part thereof, after the expiration of the term for which it is let to the tenant. In all cases where real property is leased for a specified term or period, or by express or implied contract, whether written or parole, the tenancy terminates without notice at the expiration of the specified term or period.

INSTRUCTION NO. 23

A tenant of real property, a recreational vehicle, or a mobile home, for a term less than life is guilty of an unlawful detainer when having leased the real property or a mobile home for an indefinite time, with monthly or other periodic rent reserved, and the tenant continues in possession thereof without the landlord's consent after the expiration of a notice of:

- (1) For tenancies from week to week, at least 7 days;
- (2) Except as otherwise provided in NRS 40.251(2), for all other periodic tenancies, at least 30 days; or
- (3) For tenancies at will, at least 5 days.

NRS 40.251(2): Except as otherwise provided in this section, if a tenant with a periodic tenancy pursuant to paragraph (a) or (b) of subsection 1, other than a tenancy from week to week, is 60 years of age or older or has a physical or mental disability, the tenant may request to be allowed to continue in possession for an additional 30 days beyond the time specified in subsection 1 by submitting a written request for an extended period and providing proof of the tenant's age or disability. A landlord may not be required to allow a tenant to continue in possession if a shorter notice is provided pursuant to subparagraph (2) of paragraph (b) of subsection 1.

INSTRUCTION NO. 24

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

INSTRUCTION NO. 25

An agreement for the sale of real property is void unless set forth in writing containing all material terms; the legal sufficiency of the writing presents a question of law.

INSTRUCTION NO. 26

Now you will listen to the arguments of counsel who will endeavor to aid you to reach a proper verdict by refreshing in your minds the evidence and by showing the application thereof of the law; but, whatever counsel may say, you will bear in mind that it is your duty to be governed on your deliberation by the evidence, as you understand it and remember it to be, and by the law given you in these instructions, and return a verdict which, according to your reason and candid judgment, is just and proper.

INSTRUCTION NO. 27

When you retire to consider your verdict, you must select one of your number to act as foreperson, who will preside over your deliberations, and will be your spokesman here in court.

During your deliberations, you will have all the exhibits which were admitted into evidence, these written and forms of verdict, which had been prepared for your convenience.

In civil actions, 3/4 of the total number of jurors may find ^{and then} ~~or~~ return a verdict. This is a civil action. As soon as six or more of you have agreed upon a verdict, you shall have it signed and dated by your foreperson, and then returned with it to this room.

GIVEN this 2nd day of June, 2021


DISTRICT COURT JUDGE

.....

.....

.....

.....

.....

Steven D. Grierson

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

7 DISTRICT COURT
CLARK COUNTY, NEVADA

8 THOMAS WALKER,)
9)
Plaintiff,)
10 vs.)
11)
FLOYD WAYNE GRIMES, an individual,)
12 VICTORIA JEAN HALSEY, an individual,)
JALEE ARNONE, an individual,)
13)
Defendant.)
14)

CASE NO.: A-18-783375-C
DEPT. NO.: 31

15 FLOYD WAYNE GRIMES, an individual, JALEE)
16 ARNONE, an individual,)
17 Counterclaimants,)
18 vs.)
19 THOMAS WALKER, an individual,)
Counterdefendants.)
20)

21 JUDGMENT ON JURY VERDICT

22
23 This action came on for trial before the Court and a jury, with Honorable Joanna S. Kishner,
24 District Court Judge, presiding and the issues have been duly tried and the jury having rendered its
25 verdict,

	Non-Jury (Disposed after trial start)	Jury (Disposed after trial start)
	Non-Jury (Judgment reached)	✓ Jury - Verdict reached
	Transferred before trial	Other -

1 IT IS ORDERED AND ADJUDGED that Plaintiff THOMAS WALKER take nothing on all
2 claims alleged in his complaint.

3 IT IS FURTHER ORDERED AND ADJUDGED THAT Counterclaimant JALEE ARNONE,
4 is the current title holder to 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156. As title holder,
5 JALEE ARNONE is granted an injunction removing Counterdefendant THOMAS WALKER from the
6 property.

7
8
9 *Joanna S. Kushner* 6/22/21

10 Submitted by:

11 DEMPSEY, ROBERTS & SMITH, LTD.

12 By: */s/Kenneth Roberts*

13 KENNETH M. ROBERTS, ESQ.

14 Attorney for Defendants/counterclaimants

15 Approved as to Form and Content:

16 Thomas Walker

17 Date
18
19
20
21
22
23
24
25

DISTRICT COURT
CLARK COUNTY, NEVADA

JUN 03 2021

BY Kathryn L. McDowell
KATHRYN L. MCDOWELL, DEPUTY

THOMAS WALKER, an individual,

Plaintiff,

CASE NO. A-18-783375-C

Dept. No. 31

vs.

FLOYD W. GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual,
JALEE ARNONE, an individual,

Defendants.

FLOYD W. GRIMES, an individual, JALEE
ARNONE, an individual,

Counterclaimants,

A-18-783375-C
SJV
Special Jury Verdict
4956468



vs.

THOMAS WALKER, an individual,

Counter-Defendant.

SPECIAL VERDICT FORM

1. Has Plaintiff Thomas Walker established that he entered into an enforceable contract with Defendant Floyd Grimes on January 15, 2005, to purchase the property located at 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156?

ANSWER:

YES _____

NO X

If you answered "NO," to Question No. 1 above, you do not need to provide answers to questions 2 through 4 below. (Otherwise proceed to Question No. 2.)

2. If you answered "YES" to Question No. 1, do you find from a preponderance of the evidence that Plaintiff Thomas Walker is entitled to a declaration from this Court that he is to be named the owner of 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156?

ANSWER:

YES _____

NO _____

n/a

THE JOURNAL OF THE
ROYAL ANTHROPOLOGICAL INSTITUTE
OF GREAT BRITAIN AND IRELAND
VOLUME 37, PART 1, 1907

CONTENTS

3. If you answered "YES" to Question No. 1, do you find from a preponderance of the evidence that Defendant Floyd Grimes breached a contract with Plaintiff Thomas Walker for the sale/purchase of 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156?

ANSWER: YES _____ *n/a* NO _____

4. If you answered "YES" to Question No. 3, do you find from a preponderance of the evidence that Plaintiff Thomas Walker suffered damages?

ANSWER: YES _____ *n/a* NO _____

If so, what amount of money do you find should be awarded to Plaintiff Thomas Walker and against Defendant Floyd Grimes?

\$ _____ *n/a* (Answer in Dollars and Cents)

5. Has Plaintiff Thomas Walker established that he entered into an enforceable contract with Defendant Victoria Halsey on January 15, 2005 to purchase the property located at 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156?

ANSWER: YES _____ NO X _____

If you answered "NO," to Question No. 5 above, you do not need to provide answers to questions 6 and 7 below. (Otherwise proceed to Question No. 6.)

6. If you answered "YES" to Question No. 5, do you find from a preponderance of the evidence that Defendant Victoria Halsey breached a contract with Plaintiff Thomas Walker for the sale/purchase of 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156?

ANSWER: YES _____ *n/a* NO _____

7. If you answered "YES" to Question No. 6, do you find from a preponderance of the evidence that Plaintiff Thomas Walker suffered damages?

ANSWER: YES _____ *n/a* NO _____

If so, what amount of money do you find should be awarded to Plaintiff Thomas Walker and against Defendant Victoria Halsey?

\$ _____ (Answer in Dollars and Cents)

VERDICT FOR COUNTERCLAIMS.

8. Has Counterclaimant Floyd Grimes established a claim of unjust enrichment against Counter-Defendant Thomas Walker as to Thomas Walker's having continuously resided at 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156 without paying rent during the time Mr. Grimes owned the property prior to August 10, 2018?

ANSWER: YES _____ NO X

If so, what amount of money do you find should be awarded to Counterclaimant Floyd Grimes against Counter-Defendant Thomas Walker for unjust enrichment?

\$ 7/9 (Answer in Dollars and Cents)

9. Has Counterclaimant Jalee Arnone established a claim of unjust enrichment against Counter-Defendant Thomas Walker as to Thomas Walker's having continuously resided at 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156 without paying rent during the time Ms. Arnone owned the property, from August 10, 2018, to the present?

ANSWER: YES _____ NO X

If so, what amount of money do you find should be awarded to Counterclaimant Jalee Arnone against Counter-Defendant Thomas Walker for unjust enrichment?

\$ 7/9 (Answer in Dollars and Cents)

10. Do you find from a preponderance of the evidence that Counterclaimant Jalee Arnone, as the current holder of title to 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156, is entitled to an injunction removing Counterdefendant Thomas Walker from the property?

ANSWER: YES X NO _____

11. Has Counterclaimant Floyd Grimes established a claim for unlawful detainer against Counter-Defendant Thomas Walker as to Walker's refusal to vacate 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156 after being served with notice to do so?

ANSWER: YES _____ NO X

If so, what amount of money do you find should be awarded to Counterclaimant Floyd Grimes against Counter-Defendant Thomas Walker for unlawful detainer?

\$ 7/4 (Answer in Dollars and Cents)

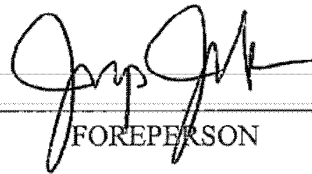
12. Has Counterclaimant Jalee Arnone established a claim for unlawful detainer against Counter-Defendant Thomas Walker as to Walker's refusal to vacate 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156 after being served with notice to do so?

ANSWER: YES _____ NO X

If so, what amount of money do you find should be awarded to Counterclaimant Jalee Arnone against Counter-Defendant Thomas Walker for unlawful detainer?

\$ n/a (Answer in Dollars and Cents)

Dated this 3 day of June 2021.


FOREPERSON

From: Elsa McMurtry
To: DC31Inbox
Subject: A-18-783375-C - ORDR - WALKER v. Grimes
Date: Tuesday, June 22, 2021 8:35:41 AM
Attachments: Judgment on Jury Verdict.pdf

[NOTICE: This message originated outside of Eighth Judicial District Court -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good morning,

Attached please find the Judgment on the Verdict from the trial.

The judgment is being submitted without Plaintiff's signature. The judgment was served on Mr. Walker on 6/14/2021 2:01 PM via Odyssey. Mr. Walker opened the document on 6/17/2021 12:23 PM. We have not received the signed copy of the judgment from Mr. Walker, nor have we received correspondence stating he does not agree with the judgment as proposed.

Service Documents

File Name	Security	Download
Letter w judgment.pdf		Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Thomas Walker		Yes	6/17/2021 12:23 PM PST

If you have any questions or concerns, please do not hesitate to contact this office.

ELSA McMURTRY - PARALEGAL
DEMPSEY, ROBERTS, & SMITH, LTD.
1130 WIGWAM PARKWAY
HENDERSON, NEVADA 89074
TELEPHONE: (702) 388-1216 ext. 254
FACSIMILE: (702) 388-2514
ElsaMcMurtry@drsltd.com

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Steven D. Grierson

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

DISTRICT COURT
CLARK COUNTY, NEVADA

THOMAS WALKER,)
)
Plaintiff,)
)
vs.)
)
FLOYD WAYNE GRIMES, an individual,)
VICTORIA JEAN HALSEY, an individual,)
JALEE ARNONE, an individual,)
)
Defendant.)

CASE NO.: A-18-783375-C
DEPT. NO.: 31

FLOYD WAYNE GRIMES, an individual, JALEE)
ARNONE, an individual,)
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Counterclaimants,)
)
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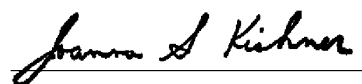
JUDGMENT ON JURY VERDICT

This action came on for trial before the Court and a jury, with Honorable Joanna S. Kishner,
District Court Judge, presiding and the issues have been duly tried and the jury having rendered its
verdict,

Non-Jury (Disposed after trial start)	Jury (Disposed after trial start)
Non-Jury (Judgment reached)	✓ Jury - Verdict reached
Transferred before trial	Other -

1 IT IS ORDERED AND ADJUDGED that Plaintiff THOMAS WALKER take nothing on all
2 claims alleged in his complaint.

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4 is the current title holder to 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156. As title holder,
5 JALEE ARNONE is granted an injunction removing Counterdefendant THOMAS WALKER from the
6 property.

7
8
9  6/22/21

10 Submitted by:

11 DEMPSEY, ROBERTS & SMITH, LTD.

12 By: /s/Kenneth Roberts

13 KENNETH M. ROBERTS, ESQ.

14 Attorney for Defendants/counterclaimants

15 Approved as to Form and Content:

16 _____
17 Thomas Walker

18 _____
19 Date

DISTRICT COURT
CLARK COUNTY, NEVADA

JUN 03 2021

BY Kathryn L. McDowell
KATHRYN L. MCDOWELL, DEPUTY

THOMAS WALKER, an individual,

Plaintiff,

CASE NO. A-18-783375-C

Dept. No. 31

vs.

FLOYD W. GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual,
JALEE ARNONE, an individual,

Defendants.

FLOYD W. GRIMES, an individual, JALEE
ARNONE, an individual,

Counterclaimants,

A-18-783375-C
SJV
Special Jury Verdict
4956468



vs.

THOMAS WALKER, an individual,

Counter-Defendant.

SPECIAL VERDICT FORM

1. Has Plaintiff Thomas Walker established that he entered into an enforceable contract with Defendant Floyd Grimes on January 15, 2005, to purchase the property located at 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156?

ANSWER:

YES _____

NO X

If you answered "NO," to Question No. 1 above, you do not need to provide answers to questions 2 through 4 below. (Otherwise proceed to Question No. 2.)

2. If you answered "YES" to Question No. 1, do you find from a preponderance of the evidence that Plaintiff Thomas Walker is entitled to a declaration from this Court that he is to be named the owner of 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156?

ANSWER:

YES _____

NO _____

n/a

THE JOURNAL OF THE
ROYAL ANTHROPOLOGICAL INSTITUTE
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VOLUME 38. PART 1. 1908.

LONDON: PUBLISHED BY THE
EDUCATIONAL SOCIETY, 5, ADEPHATE STREET, E.C. 4.

3. If you answered "YES" to Question No. 1, do you find from a preponderance of the evidence that Defendant Floyd Grimes breached a contract with Plaintiff Thomas Walker for the sale/purchase of 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156?

ANSWER: YES _____ *n/a* NO _____

4. If you answered "YES" to Question No. 3, do you find from a preponderance of the evidence that Plaintiff Thomas Walker suffered damages?

ANSWER: YES _____ *n/a* NO _____

If so, what amount of money do you find should be awarded to Plaintiff Thomas Walker and against Defendant Floyd Grimes?

\$ _____ *n/a* (Answer in Dollars and Cents)

5. Has Plaintiff Thomas Walker established that he entered into an enforceable contract with Defendant Victoria Halsey on January 15, 2005 to purchase the property located at 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156?

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ANSWER: YES _____ *n/a* NO _____

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ANSWER: YES _____ *n/a* NO _____

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VERDICT FOR COUNTERCLAIMS.

8. Has Counterclaimant Floyd Grimes established a claim of unjust enrichment against Counter-Defendant Thomas Walker as to Thomas Walker's having continuously resided at 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156 without paying rent during the time Mr. Grimes owned the property prior to August 10, 2018?

ANSWER: YES _____ NO X

If so, what amount of money do you find should be awarded to Counterclaimant Floyd Grimes against Counter-Defendant Thomas Walker for unjust enrichment?

\$ 7/9 (Answer in Dollars and Cents)

9. Has Counterclaimant Jalee Arnone established a claim of unjust enrichment against Counter-Defendant Thomas Walker as to Thomas Walker's having continuously resided at 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156 without paying rent during the time Ms. Arnone owned the property, from August 10, 2018, to the present?

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\$ 7/9 (Answer in Dollars and Cents)

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ANSWER: YES X NO _____

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ANSWER: YES _____ NO X

If so, what amount of money do you find should be awarded to Counterclaimant Floyd Grimes against Counter-Defendant Thomas Walker for unlawful detainer?

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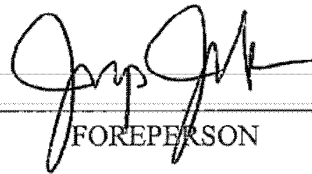
12. Has Counterclaimant Jalee Arnone established a claim for unlawful detainer against Counter-Defendant Thomas Walker as to Walker's refusal to vacate 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156 after being served with notice to do so?

ANSWER: YES _____ NO X

If so, what amount of money do you find should be awarded to Counterclaimant Jalee Arnone against Counter-Defendant Thomas Walker for unlawful detainer?

\$ n/a (Answer in Dollars and Cents)

Dated this 3 day of June 2021.


FOREPERSON

From: Elsa McMurtry
To: DC31Inbox
Subject: A-18-783375-C - ORDR - WALKER v. Grimes
Date: Tuesday, June 22, 2021 8:35:41 AM
Attachments: Judgment on Jury Verdict.pdf

[NOTICE: This message originated outside of Eighth Judicial District Court -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good morning,

Attached please find the Judgment on the Verdict from the trial.

The judgment is being submitted without Plaintiff's signature. The judgment was served on Mr. Walker on 6/14/2021 2:01 PM via Odyssey. Mr. Walker opened the document on 6/17/2021 12:23 PM. We have not received the signed copy of the judgment from Mr. Walker, nor have we received correspondence stating he does not agree with the judgment as proposed.

Service Documents

File Name	Security	Download
Letter w judgment.pdf		Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Thomas Walker		Yes	6/17/2021 12:23 PM PST

If you have any questions or concerns, please do not hesitate to contact this office.

ELSA MCMURTRY - PARALEGAL
DEMPSEY, ROBERTS, & SMITH, LTD.
1130 WIGWAM PARKWAY
HENDERSON, NEVADA 89074
TELEPHONE: (702) 388-1216 ext. 254
FACSIMILE: (702) 388-2514
ElsaMcMurtry@drsltd.com

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

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 THOMAS WALKER,
11
12 Plaintiff,

13 vs.

CASE NO.: A-18-783375-C

14 FLOYD WAYNE GRIMES, an individual,
15 VICTORIA JEAN HALSEY, an individual
JALEE ARNONE, an individual,

DEPT. NO.: XXXI

16 Defendants.

17 All related matters.

18 **NOTICE OF ENTRY OF JUDGMENT**

19 **PLEASE TAKE NOTICE** that a judgment was duly entered in the above-
20 referenced case on the 23rd day of June 2021. A copy of which is attached hereto.

21 **DATED:** Henderson, Nevada this 25th day of June 2021.

22
23 /s/Kenneth Roberts
KENNETH M. ROBERTS, ESQ.
24 Nevada Bar No.: 4729
1130 Wigwam Parkway
25 Henderson, Nevada 89074

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

CERTIFICATE OF SERVICE

I certify that on the 25th day of June 2021, pursuant to EDCR 8.05(a) and 8.05(f), a copy of the foregoing was electronically served through the Eighth Judicial District Court's electronic filing system to the following parties:

Thomas Walker: twalkercivil3@gmail.com

/s/ Elsa McMurtry

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

Steven D. Grierson

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

DISTRICT COURT
CLARK COUNTY, NEVADA

THOMAS WALKER,)
)
Plaintiff,)
)
vs.)
)
FLOYD WAYNE GRIMES, an individual,)
VICTORIA JEAN HALSEY, an individual,)
JALEE ARNONE, an individual,)
)
Defendant.)

CASE NO.: A-18-783375-C
DEPT. NO.: 31

FLOYD WAYNE GRIMES, an individual, JALEE)
ARNONE, an individual,)
)
Counterclaimants,)
)
vs.)
)
THOMAS WALKER, an individual,)
Counterdefendants.)

JUDGMENT ON JURY VERDICT

This action came on for trial before the Court and a jury, with Honorable Joanna S. Kishner,
District Court Judge, presiding and the issues have been duly tried and the jury having rendered its
verdict,

Non-Jury (Disposed after trial start)	Jury (Disposed after trial start)
Non-Jury (Judgment reached)	✓ Jury - Verdict reached
Transferred before trial	Other -

1 IT IS ORDERED AND ADJUDGED that Plaintiff THOMAS WALKER take nothing on all
2 claims alleged in his complaint.

3 IT IS FURTHER ORDERED AND ADJUDGED THAT Counterclaimant JALEE ARNONE,
4 is the current title holder to 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156. As title holder,
5 JALEE ARNONE is granted an injunction removing Counterdefendant THOMAS WALKER from the
6 property.

7
8
9 *Janna S. Kichner* 6/22/21

10 Submitted by:

11 DEMPSEY, ROBERTS & SMITH, LTD.

12 By: */s/Kenneth Roberts*

13 KENNETH M. ROBERTS, ESQ.

14 Attorney for Defendants/counterclaimants

15 Approved as to Form and Content:

16 Thomas Walker

17 Date
18
19
20
21
22
23
24
25

DISTRICT COURT
CLARK COUNTY, NEVADA

JUN 03 2021

BY *Kathryn L. McDowell*
KATHRYN L. MCDOWELL, DEPUTY

THOMAS WALKER, an individual,

Plaintiff,

CASE NO. A-18-783375-C

Dept. No. 31

vs.

FLOYD W. GRIMES, an individual,
VICTORIA JEAN HALSEY, an individual,
JALEE ARNONE, an individual,

Defendants.

FLOYD W. GRIMES, an individual, JALEE
ARNONE, an individual,

Counterclaimants,

A-18-783375-C
SJV
Special Jury Verdict
4956468



vs.

THOMAS WALKER, an individual,

Counter-Defendant.

SPECIAL VERDICT FORM

1. Has Plaintiff Thomas Walker established that he entered into an enforceable contract with Defendant Floyd Grimes on January 15, 2005, to purchase the property located at 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156?

ANSWER:

YES _____

NO X

If you answered "NO," to Question No. 1 above, you do not need to provide answers to questions 2 through 4 below. (Otherwise proceed to Question No. 2.)

2. If you answered "YES" to Question No. 1, do you find from a preponderance of the evidence that Plaintiff Thomas Walker is entitled to a declaration from this Court that he is to be named the owner of 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156?

ANSWER:

YES _____

NO _____

n/a

THE JOURNAL OF THE
ROYAL ANTHROPOLOGICAL INSTITUTE
OF GREAT BRITAIN AND IRELAND
VOLUME 11. PART 1. 1881.

LONDON: PUBLISHED BY THE
EDUCATIONAL SOCIETY, 10, BEDFORD SQUARE, W.C.

3. If you answered "YES" to Question No. 1, do you find from a preponderance of the evidence that Defendant Floyd Grimes breached a contract with Plaintiff Thomas Walker for the sale/purchase of 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156?

ANSWER: YES _____ *n/a* NO _____

4. If you answered "YES" to Question No. 3, do you find from a preponderance of the evidence that Plaintiff Thomas Walker suffered damages?

ANSWER: YES _____ *n/a* NO _____

If so, what amount of money do you find should be awarded to Plaintiff Thomas Walker and against Defendant Floyd Grimes?

\$ _____ *n/a* (Answer in Dollars and Cents)

5. Has Plaintiff Thomas Walker established that he entered into an enforceable contract with Defendant Victoria Halsey on January 15, 2005 to purchase the property located at 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156?

ANSWER: YES _____ NO X _____

If you answered "NO," to Question No. 5 above, you do not need to provide answers to questions 6 and 7 below. (Otherwise proceed to Question No. 6.)

6. If you answered "YES" to Question No. 5, do you find from a preponderance of the evidence that Defendant Victoria Halsey breached a contract with Plaintiff Thomas Walker for the sale/purchase of 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156?

ANSWER: YES _____ *n/a* NO _____

7. If you answered "YES" to Question No. 6, do you find from a preponderance of the evidence that Plaintiff Thomas Walker suffered damages?

ANSWER: YES _____ *n/a* NO _____

If so, what amount of money do you find should be awarded to Plaintiff Thomas Walker and against Defendant Victoria Halsey?

\$ _____ (Answer in Dollars and Cents)

VERDICT FOR COUNTERCLAIMS.

8. Has Counterclaimant Floyd Grimes established a claim of unjust enrichment against Counter-Defendant Thomas Walker as to Thomas Walker's having continuously resided at 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156 without paying rent during the time Mr. Grimes owned the property prior to August 10, 2018?

ANSWER: YES _____ NO X

If so, what amount of money do you find should be awarded to Counterclaimant Floyd Grimes against Counter-Defendant Thomas Walker for unjust enrichment?

\$ 7/9 (Answer in Dollars and Cents)

9. Has Counterclaimant Jalee Arnone established a claim of unjust enrichment against Counter-Defendant Thomas Walker as to Thomas Walker's having continuously resided at 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156 without paying rent during the time Ms. Arnone owned the property, from August 10, 2018, to the present?

ANSWER: YES _____ NO X

If so, what amount of money do you find should be awarded to Counterclaimant Jalee Arnone against Counter-Defendant Thomas Walker for unjust enrichment?

\$ 7/9 (Answer in Dollars and Cents)

10. Do you find from a preponderance of the evidence that Counterclaimant Jalee Arnone, as the current holder of title to 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156, is entitled to an injunction removing Counterdefendant Thomas Walker from the property?

ANSWER: YES X NO _____

11. Has Counterclaimant Floyd Grimes established a claim for unlawful detainer against Counter-Defendant Thomas Walker as to Walker's refusal to vacate 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156 after being served with notice to do so?

ANSWER: YES _____ NO X

If so, what amount of money do you find should be awarded to Counterclaimant Floyd Grimes against Counter-Defendant Thomas Walker for unlawful detainer?

\$ 7/4 (Answer in Dollars and Cents)

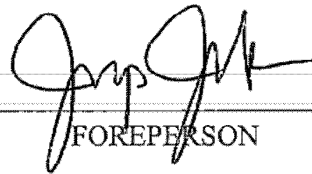
12. Has Counterclaimant Jalee Arnone established a claim for unlawful detainer against Counter-Defendant Thomas Walker as to Walker's refusal to vacate 6253 Rocky Mountain Avenue, Las Vegas, Nevada 89156 after being served with notice to do so?

ANSWER: YES _____ NO X

If so, what amount of money do you find should be awarded to Counterclaimant Jalee Arnone against Counter-Defendant Thomas Walker for unlawful detainer?

\$ n/a (Answer in Dollars and Cents)

Dated this 3 day of June 2021.


FOREPERSON

From: Elsa McMurtry
To: DC31Inbox
Subject: A-18-783375-C - ORDR - WALKER v. Grimes
Date: Tuesday, June 22, 2021 8:35:41 AM
Attachments: Judgment on Jury Verdict.pdf

[NOTICE: This message originated outside of Eighth Judicial District Court -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good morning,

Attached please find the Judgment on the Verdict from the trial.

The judgment is being submitted without Plaintiff's signature. The judgment was served on Mr. Walker on 6/14/2021 2:01 PM via Odyssey. Mr. Walker opened the document on 6/17/2021 12:23 PM. We have not received the signed copy of the judgment from Mr. Walker, nor have we received correspondence stating he does not agree with the judgment as proposed.

Service Documents

File Name	Security	Download
Letter w judgment.pdf		Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Thomas Walker		Yes	6/17/2021 12:23 PM PST

If you have any questions or concerns, please do not hesitate to contact this office.

ELSA McMURTRY - PARALEGAL
DEMPSEY, ROBERTS, & SMITH, LTD.
1130 WIGWAM PARKWAY
HENDERSON, NEVADA 89074
TELEPHONE: (702) 388-1216 ext. 254
FACSIMILE: (702) 388-2514
ElsaMcMurtry@drsltd.com

CELEBRATING OVER 25 YEARS OF SERVING CLIENTS.

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

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

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

9 THOMAS WALKER,
10 Plaintiff,
11 v.
12 FLOYD W. GRIMES, VICTORIA JEAN
13 HALSEY, and JALEE ARNONE,
14 Defendants.
15 FLOYD W. GRIMES and JALEE ARNONE,
16 Counterclaimants,
17 v.
18 THOMAS WALKER,
19 Counter-defendant.

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

16 **MEMORANDUM OF COSTS AND DISBURSEMENTS**

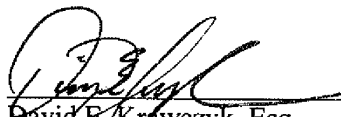
Cost Description	Amount
E-filing fees & court filing fees	444.29
Postage	65.75
Service of documents	203.00
Runner/delivery of documents	12.00
Preparation of report RE property	500.00
Copy costs	12.40
Certified transcript fee	289.55
Publication costs for jury instructions	30.00
Transcription fee	42.00
Parking	33.90

Recording fees	320.00
Total Costs	\$1,952.89

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

DAVID E. KRAWCZYK, Esq., being first duly sworn, states that I am an attorney with the firm of Dempsey, Roberts & Smith, Ltd., counsel for the defendants in this matter, and have personal knowledge of the above costs and disbursements expended. I assert that the costs contained in the foregoing memorandum are true and correct to the best of my knowledge and belief, that the aforementioned costs have been necessarily incurred in this action, and that the attached summary of charges¹ is a true and accurate reflection of the costs incurred in this matter.

Dated this 24th day of June 2021.



David E. Krawczyk, Esq.
State Bar No. 12423

SUBSCRIBED and SWORN to before me
this 24th day of June 2021 by David E. Krawczyk.

NOTARY PUBLIC in and for the County
of Clark, State of Nevada.

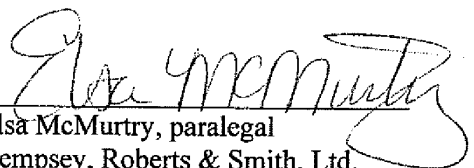
¹ Exhibit 1; Master ledger of costs.

CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of June 2021, I served a copy of the foregoing

MEMORANDUM OF COSTS AND DISBURSEMENTS upon all interested parties by electronic
service addressed to:

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


Elsa McMurtry, paralegal
Dempsey, Roberts & Smith, Ltd.

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

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Exhibit 1

06/23/2021

Master Ledger for Client 11072 - FLOYD GRIMES (56 records)

Page 1

<u>S</u>	<u>Date</u>	<u>Type</u>	<u>Matter</u>	<u>Ref</u>	<u>Staff</u>	<u>Hours</u>	<u>Charge</u>	<u>Billed</u>	<u>Paid</u>	<u>Balance</u>	<u>Description</u>
B	12/11/18	C	1801	150809			1.63				Postage cost.
B	12/12/18	C	1801	150809			363.79				E-filing fees plus court filing fees.
B	12/17/18	C	1801	150809			3.50				E-filing fee.
B	01/21/19	C	1801	150809			2.26				Postage cost.
B	03/14/19	C	1801	151398			7.30				Postage cost.
B	04/18/19	C	1801	151669			1.60				Postage cost.
B	04/22/19	C	1801	151669			7.35				Postage cost.
B	05/22/19	C	1801	151940			1.45				Postage cost.
B	07/19/19	C	1801	152875			6.00				Delivery of legal documents to Court.
B	07/19/19	C	1801	152556			3.50				E-filing fee.
B	08/16/19	C	1801	152875			1.60				Postage cost.
B	09/04/19	C	1801	153165			500.00				Preparation of report.
B	09/05/19	C	1801	153165			0.50				Postage cost.
B	09/09/19	C	1801	153165			3.50				E-filing fee.
B	09/10/19	C	1801	153165			1.45				Postage cost.
B	09/10/19	C	1801	153165			3.50				E-filing fee.
B	10/21/19	C	1801	153537			2.35				Postage cost.
B	10/22/19	C	1801	153537			129.00				Expedited service of legal documents upon opposing party.
B	10/22/19	C	1801	153537			6.00				Delivery of legal documents to District Court.
B	10/22/19	C	1801	153537			3.50				E-filing fee.
B	11/01/19	C	1801	153783			12.40				Copy cost for case/exhibit documents produced.
B	11/01/19	C	1801	153783			23.45				Postage cost.
B	11/01/19	C	1801	153783			7.00				E-filing fee.
B	11/04/19	C	1801	153783			2.00				Postage cost.

06/23/2021

Master Ledger for Client 11072 - FLOYD GRIMES (56 records)

Page 2

<u>S</u>	<u>Date</u>	<u>Type</u>	<u>Matter</u>	<u>Ref</u>	<u>Staff</u>	<u>Hours</u>	<u>Charge</u>	<u>Billed</u>	<u>Paid</u>	<u>Balance</u>	<u>Description</u>
B	11/04/19	C	1801	153783			3.50				E-filing fee.
B	11/12/19	C	1801	153783			74.00				Expedited service of legal documents upon opposing party.
B	01/22/20	C	1801	154411			3.50				E-filing fee.
B	02/28/20	C	1801	154553			289.55				Original & one electronic certified transcript statement of the record.
B	03/02/20	C	1801	154837			3.50				E-filing fees.
B	03/09/20	C	1801	154837			30.00				Publication cost for Jury Instructions.
B	04/23/20	C	1801	155046			0.50				Postage cost.
B	05/20/20	C	1801	155338			3.50				E-filing fee.
B	09/11/20	C	1801	156400			7.05				Postage cost.
B	09/21/20	C	1801	156400			0.50				Postage cost.
B	10/05/20	C	1801	156653			1.65				Postage cost.
B	10/05/20	C	1801	156653			3.50				E-filing fee.
B	10/06/20	C	1801	156653			3.50				E-filing fee.
B	10/14/20	C	1801	156653			0.50				Postage cost.
B	10/14/20	C	1801	156653			3.50				E-filing fee.
B	10/29/20	C	1801	156653			3.50				E-filing fee.
B	11/05/20	C	1801	156846			3.50				E-filing fees.
B	11/25/20	C	1801	156846			0.50				Postage cost.
B	12/17/20	C	1801	157065			1.40				Postage cost.
B	01/15/21	C	1801	157292			3.50				E-filing fee.
B	02/05/21	C	1801	157542			3.50				E-filing fees.
B	02/08/21	C	1801	157542			3.50				E-filing fees.
B	03/10/21	C	1801	157789			42.00				Transcriber billing from Clark County Court.
B	03/18/21	C	1801	157789			0.71				Postage cost.

06/23/2021

Master Ledger for Client 11072 - FLOYD GRIMES (56 records)

Page 3

<u>S</u>	<u>Date</u>	<u>Type</u>	<u>Matter</u>	<u>Ref</u>	<u>Staff</u>	<u>Hours</u>	<u>Charge</u>	<u>Billed</u>	<u>Paid</u>	<u>Balance</u>	<u>Description</u>
B	03/29/21	C	1801	157789			3.50				E-filing fee.
B	04/15/21	C	1801	158177	EM		3.50				E-Filing Fee-7731285
B	05/24/21	C	1801	158657	EM		3.50				EFiling Fee-7934712
B	05/24/21	C	1801	158657	EM		3.50				EFiling Fee-7936445
	06/03/21	C	1801				33.90				Parking Amount
											05/26/21 5.00
											06/01/21 9.60
											06/02/21 9.75
											06/03/21 9.55
	06/11/21	C	1801				320.00				Recording Cost Check 35803 Case A-18-783375-C
TOTAL											0.00
Unbilled											353.90

No. A-18-783375-C

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE
STATE OF NEVADA IN AND FOR
THE COUNTY OF CLARK

Thomas Walker.,
Plaintiff

v.

Floyd Wayne Grimes.,
Elizabeth Grimes.,
WBG Trust.,
Victoria Jean Halsey.,
Jalee Arnone.,
Peter Arnone.,
Defendants

Floyd Wayne Grimes.,
Elizabeth Grimes,
WBG Trust.,
Victoria Halsey.,
Jalee Arnone.,
Peter Arnone
Counterclaimants

v.

Thomas Walker,
Counter-defendant

NOTICE OF APPEAL

Notice is hereby given that Thomas Walker., plaintiff/counter-defendant above named, hereby appeals to the Supreme Court of Nevada from the Judgment on Jury Verdict from the order that Plaintiff Thomas Walker take nothing on all claims alleged in his complaint, entered in this action on the 22nd day of June 2021;

Notice is hereby given that Thomas Walker, plaintiff/counter-defendant above named, hereby appeals to the Supreme Court of Nevada from the Judgment on Jury Verdict from the order that Counterclaimant Jalee Arnone is the current title holder to 6253 Rocky Mountain Avenue, Las Vegas, Nevada, 89156. As title holder, Jalee Arnone is granted an injunction removing Counterdefendant Thomas Walker from the property entered in this action on the 22nd day of June 2021.

Notice is hereby given that Thomas Walker., plaintiff/counter-defendant above named, hereby appeals to the Supreme Court of Nevada from the partial judgment from the order that the Defendant's Motion for Judgment on the Pleadings is Granted concerning: 1. Plaintiff's first cause of action for Injunctive Relief, 2. Plaintiffs third cause of action for Declaratory Relief, 3. Plaintiff's fourth cause of action for Declaratory Relief, 4. Plaintiff's fifth cause of action for Declaratory Relief; 5. Plaintiff's seventh cause of action for Tortious Breach of Contract, 6. Plaintiffs ninth cause of action for Slander of Title, 7. Plaintiffs tenth cause of action for Nuisance 8. Plaintiffs eleventh cause of action for Abuse of Process, 9. Plaintiffs twelfth cause of

1 action for Fraudulent Inducement 10. Plaintiffs thirteenth cause of action for Fraudulent
2 Concealment 11. Plaintiffs fourteenth cause of action for Fraudulent Transfer 12. Plaintiffs
3 fifteenth cause of action for Conversion 13. Plaintiffs seventeenth cause of action for Conversion
4 14. Plaintiffs eighteenth cause of action for Intentional Infliction of Emotional Distress. 15.
5 Plaintiffs nineteenth cause of action for Civil Conspiracy 16. Plaintiffs twentieth cause of action
6 for Unjust Enrichment, 17. Plaintiffs twenty-first cause of action for Fraudulent Conveyance 18.
7 Plaintiffs twenty-second cause of action for Deceptive Trade Practice 19. Plaintiffs twenty-third
8 cause of action for Intentional Infliction of Emotional Distress, partial judgment entered in this
9 action on the 29th day of March 2021, final judgment entered in this action on the 22nd day of
10 June 2021.

11 Notice is hereby given that Thomas Walker., plaintiff/counter-defendant above named,
12 hereby appeals to the Supreme Court of Nevada from the partial judgment from the order that the
13 Defendant's Motion for Judgment on the Pleadings is DENIED WITHOUT PREJUDICE
14 concerning: 1. Plaintiffs second cause of action for Declaratory Relief, 2. Plaintiffs sixth cause of
15 action for Breach of Contract, 3. Plaintiffs eighth cause of action for Slander of Title, 4. Plaintiffs
16 sixteenth cause of action for Unjust Enrichment/ Quantum Meruit entered in this action on the
17 29th day of March 2021, final judgement entered in this action on the 22nd day of June 2021.

18 Notice is hereby given that Thomas Walker., plaintiff/counter-defendant above named,
19 hereby appeals to the Supreme Court of Nevada from the order granting Defendant's Motion in
20 Limine from the order that the Plaintiff Walker is not permitted to use, show, offer, or refer to the
21 document identified by Plaintiff as Bate stamp "PTW-001" at any hearing or trial in this matter
22 entered in this action on the 5th day of October 2020.

23 Notice is hereby given that Thomas Walker., plaintiff/counter-defendant above named,
24 hereby appeals to the Supreme Court of Nevada from the Order granting Defendant's Motion in
25 Limine from the order that the Plaintiff Walker is not permitted to use, show, offer, or refer to
any copies or reproduction of the document identified by Plaintiff as Bate stamp "PTW-001" at
any hearing or trial in this matter entered in this action on the 5th day of October, 2020.

Notice is hereby given that Thomas Walker., plaintiff/counter-defendant above named,
hereby appeals to the Supreme Court of Nevada from the Order granting Defendant's Motion in
Limine from the order that the Plaintiff Walker is not permitted to offer testimony about, or
referring to, the document identified by Plaintiff as Bate stamp "PTW-001," either himself or
through any other witnesses at any hearing or trial in this matter entered in this action on the 5th
day of October, 2020.

Notice is hereby given that Thomas Walker., plaintiff/counter-defendant above named,
hereby appeals to the Supreme Court of Nevada from the Order on the Defendants Application
For A Temporary Writ of Restitution from the order that plaintiff /Counterdefendant shall pay
the sum of \$700.00 not later than the 15th day of each month into the client trust account of
Counterclaimant's counsel, Dempsey, Roberts, & Smith, Ltd., with the first payment due no later
than December 15, 2019 entered into on the 20th day of May, 2020.

Pro-Se Plaintiff

6253 Rocky Mountain Avenue

Las Vegas, Nevada 89156



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THOMAS WALKER,

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Plaintiff(s),

12

vs.

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14

FLOYD WAYNE GRIMES; ELIZABETH
GRIMES; WBG TRUST; VICTORIA JEAN
HALSEY; JALEE ARNONE; PETER ARNONE,

15

16

Defendant(s),

17

18

CASE APPEAL STATEMENT

19

20

1. Appellant(s): Thomas Walker

21

2. Judge: Joanna S. Kisher

22

3. Appellant(s): Thomas Walker

23

Counsel:

24

25

Thomas Walker
6253 Rocky Mountain Ave.
Las Vegas, NV 89156

26

27

4. Respondent (s): Floyd Wayne Grimes; Elizabeth Grimes; WBG Trust; Victoria Jean Halsey;
Jalee Arnone; Peter Arnone

28

Counsel:

Kenneth M. Roberts, Esq.
1130 Wigwam Pkwy
Henderson, NV 89074

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

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

6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No

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

8. Appellant Granted Leave to Proceed in Forma Pauperis**: Yes, October 24, 2018
**Expires 1 year from date filed Expired
Appellant Filed Application to Proceed in Forma Pauperis: No
Date Application(s) filed: N/A

9. Date Commenced in District Court: October 24, 2018

10. Brief Description of the Nature of the Action: REAL PROPERTY - Title of Property

Type of Judgment or Order Being Appealed: Petition for Judicial Review

11. Previous Appeal: No

Supreme Court Docket Number(s): N/A

12. Child Custody or Visitation: N/A

13. Possibility of Settlement: Unknown

Dated This 26 day of July 2021.

Steven D. Grierson, Clerk of the Court

/s/ Amanda Hampton

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

cc: Thomas Walker

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DOCUMENT,
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711 - 713
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1 CNNDCA

2 **DISTRICT COURT**
3 **CLARK COUNTY, NEVADA**

4 Thomas Walker, Plaintiff(s)

A-18-783375-C

5 vs.

Department 31

6 Floyd Grimes, Defendant(s)

7 **CLERK'S NOTICE OF NONCONFORMING DOCUMENT AND CURATIVE ACTION**

8 Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, notice is
9 hereby provided that the following electronically filed document does not conform to the
10 applicable filing requirements:

11 Title of Nonconforming Document:	Application to Proceed Informa Pauperis (Filing Fees/Service Only) / Order to Proceed in Forma Pauperis
12 Party Submitting Document for Filing:	Plaintiff
13 Date and Time Submitted for Electronic 14 Filing:	08/09/2021 at 3:48 PM

15 Reason for Nonconformity Determination:

- 16 ☒ The document filed included a court order that did not contain the signature of a
17 judicial officer. In accordance with Administrative Order 19-5 and EDCR 8.03,
18 the submitted order has been furnished to the department to which this case is
19 assigned and the filed document has been reprocessed to remove the unsigned
20 order.
- 21 ☐ The case caption and/or case number on the document does not match the case
22 caption and/or case number of the case that it was filed into. In accordance with
23 the Administrative Order 19-5, the document has been reprocessed by removing it
24 from the incorrect case and entering it into the case identified by the case number
25 and caption on the document. This Notice has been filed in the case where the
26 document was removed.
- 27 ☐ The document initiated a new civil action and the case type designation does not
28 match the cause of action identified in the document. In accordance with

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Administrative Order 19-5, the case type designation in the case management system has been modified to match the cause of action identified in the document.

☐ The submitted document initiated a new civil action and was made up of multiple documents submitted together. In accordance with the Administrative Order 19-5, the document has been reprocessed by separating the single document into multiple documents and filing each document individually.

Dated this: 9th day of August, 2021

By: /s/ Chaunte Pleasant
Deputy District Court Clerk

CERTIFICATE OF SERVICE

I hereby certify that on August 09, 2021, I concurrently filed and served a copy of the foregoing Clerk's Notice of Nonconforming Document and Curative Action, on the party that submitted the nonconforming document, via the Eighth Judicial District Court's Electronic Filing and Service System.

By: /s/ Chaunte Pleasant
Deputy District Court Clerk



IN THE SUPREME COURT OF THE STATE OF NEVADA

THOMAS WALKER, AN INDIVIDUAL,
Appellant
v.
FLOYD WAYNE GRIMES; WBG TRUST;
ELIZABETH GRIMES; VICTORIA JEAN
HALSEY; JALEE ARNONE; AND PETER
ARNONE,
Respondents

Supreme Court No. 83284
District Court Case No. A783375

TO: LAURA CORCORAN

Appellant THOMAS WALKER requests preparation of a transcript of the proceedings
before the district court, as follows: Eighth Judicial District Court, Department XXXI, Case No.:
A-18-7833758-C, WALKER v GRIMES

Judge or officer hearing the proceedings: HONORABLE JUDGE JOANNA S. KISHNER

Specific individual dates of proceedings for which transcripts are being requested are:

08/13/2019 09/10/2019, 10/29/2019, 11/05/2019, 12/05/2019, 02/13/2020, 04/05/2020,
07/07/2020, 07/26/2020, 10/07/2020, 11/12/2020, 12/17/2020, 01/05/2021, 03/09/2021,
05/26/2021, 06/01/2021, 06/02/2021, and 06/03/2021

Portions of the transcript being requested: examination and cross examination at trial, questions
from the jury, objections, examination and cross examination of all witnesses, rebuttal testimony
and redirect questioning of all witnesses, motions, arguments, objections, oppositions to motions,
and rebuttals to oppositions, status checks, scheduling conferences, calendar call final pretrial
calendar call, pretrial calendar call, amended scheduling conferences, jury instructions, jury
verdict, questioning, responses, and comments stated by: Pro-Se Plaintiff THOMAS WALKER;
Pro-Se Counsel THOMAS WALKER; Counter-defendant THOMAS WALKER; Defendants
and Counterclaimants FLOYD WAYNE GRIMES, and JALEE ARNONE; Defendants FLOYD

1 WAYNE GRIMES, ELIZABETH GRIMES, WBG TRUST, VICTORIA JEAN HALSEY,
2 JALEE ARNONE, PETER ARNONE; Defendant's and Counterclaimants Counsel DAVID
3 KROWZIK, ESQ., and KENNETH M. ROBERTS, ESQ. of the Law Firm DEMPSEY
4 ROBERTS & SMITH, LTD.; Judicial body HONORABLE JOANNA S. KISHNER and ALL
5 JUDICIAL STAFF, ALL JURORS, and ALL OTHER SOULS present this case A-18-783375-C.

6 Number of copies requested: 1

7 

8 Appellant

9 6253 Rocky Mountain Avenue

10 Las Vegas, Nevada 89156

(702) 619-1256

11 **CERTIFICATION**

12 I certify that on this date I ordered these transcripts from the court reporter named above
13 by mailing or delivering this form to the court reporter and I have paid the required deposit.

14 Signature

15 Date