

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

Electronically Filed
Mar 13 2013 09:53 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

ALEXANDER M. FALCONI, an individual
Plaintiff,

vs.

Sup. Ct. Case No. 62296
Case No. CV12-02385
Dept. 9

CORAZON REAL ESTATE, a domestic
corporation; and DOEX 1-X, inclusive,
Defendant.

_____ /

RECORD ON APPEAL

VOLUME 2 OF 2

DOCUMENTS

APPELLANT

Alexander M. Falconi
1570 Sky Valley Dr., #F201
Reno, Nevada 89523

RESPONDENT

Corazon Real Estate
254 Vassar Street
Reno, Nevada 89502

ORIGINAL

FILED

Code: 1425

Alexander M. Falconi
2142 Roundhouse Rd.
Sparks, NV 89431
775-391-9139

Appearing in Proper Person

2012 SEP 20 AM 9:58

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI, an individual;

Plaintiff,

vs.

CORAZON REAL ESTATE, a domestic
corporation; and DOES I-X, inclusive;

Defendant.

Case #:

CV12 02385

Dept #:

9

COMPLAINT

COMES NOW, Plaintiff, Alexander M. Falconi, appearing in proper person, and hereby
complains against Corazon Real Estate as follows.

I. Parties

1. Plaintiff, Alexander M. Falconi, henceforth 'FALCONI', is a 28 year old citizen of the State of Nevada.
2. FALCONI has resided in the State of Nevada for a period of at least twenty (20) years.
3. Defendant, Corazon Real Estate, henceforth 'CORAZON', is a Nevada corporation.

II. Premises and Relationship of Parties

4. The dwelling unit, henceforth 'THE UNIT', is located at 2142 Roundhouse Rd., Sparks, NV 89431.
5. FALCONI has resided at the THE UNIT's as tenant from October 2010 through today with his minor child of age six (6), Armando Falconi.
6. CORAZON was FALCONI's landlord when he resided at THE UNIT.

- 1 7. Sometime in November or December of 2011, FALCONI sent a request to CORAZON to
2 "repair the stove top because two (2) of the four (4) burners didn't activate. CORAZON
3 made this repair shortly thereafter.
- 4 8. On January 20, 2012, CORAZON sent a letter to FALCONI demanding \$25.00 for an
5 alleged "no show" on the stove repair.
- 6 9. On July 5, 2012, FALCONI requested CORAZON repair the air conditioner because it
7 was sporadically operating.
- 8 10. On July 6, 2012, CORAZON made repairs to the air conditioner, alleging a filter was
9 clogged. This did not fix the issue.
- 10 11. On July 24, 2012, FALCONI had CORAZON personally served a written notice
11 demanding repair of the toilet.
- 12 12. On July 18, 2012, CORAZON sent a letter to FALCONI demanding the aforementioned
13 \$25.00 for an alleged "no show" and also \$100.50 for repairing the air conditioner (which
14 still did not work) and threatened eviction and fines if FALCONI did not pay.
- 15 13. On or around August 22, 2012, FALCONI reminded CORAZON by telephone that the
16 air conditioner still did not work.
- 17 14. On or around August 24, 2012, CORAZON successfully repaired the air conditioner by
18 changing the thermostat.
- 19 15. On September 1, 2012, CORAZON made its first attempt to repair the toilet, and was
20 successful in repairing it.
- 21 16. FALCONI subsequently requested a rent credit due to the fact that he had to live with a
22 barely functioning toilet for so long. CORAZON threatened eviction if it did not receive
23 rent in full.
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- 1 17. On September 7, 2012, CORAZON cashed FALCONI's rent check, and served
2 FALCONI by posting upon the door of THE UNIT a Notice of Unlawful Detainer
3 threatening eviction for non-payment of the rent (even though it had just cashed the
4 check) and for the air conditioner and stove repair/maintenance costs.
- 5 18. On September 12, 2012, at the summary eviction proceeding, FALCONI and CORAZON
6 agreed the rent was paid but disagreed that the maintenance costs were FALCONI's
7 responsibility. The Court held that a summary eviction proceeding was not a proper
8 proceeding in which to determine the merits of a legal defense, merely acknowledge
9 whether a legal defense exists or not. CORAZON persisted in its demands and the Court
10 ordered that FALCONI pay half of the demanded amounts for the air conditioner and
11 stove and iron out the details in a separate civil action at a later date.
- 12 19. On September 13, 2012, FALCONI later filed a Motion to Void Judgment or in the
13 *Alternative for Stay Pending Appeal with an attached original check in the amount of*
14 *\$105.00 (the half-costs for stove and air conditioner plus half the eviction costs).*
- 15 20. On September 18, 2012, FALCONI filed a 30-day Notice of Intent to Vacate THE UNIT.
- 16 21. On September 19, 2012, CORAZON accepted payment from FALCONI for \$105.00.

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20 **II. Count 1: Violation of NRS 118A.290(1)(i), Wrongful Eviction with Oppression, and**
21 **Malice**

- 22 22. FALCONI incorporates each and every one of the above averments and further alleges as
23 follows;
- 24 23. The Landlord, CORAZON had a duty to provide a clean, safe unit for habitability which
25 included a sanitary toilet that operates to remove dangerous human waste; an air
26 conditioner that functions to cool down the unit and a functioning stove.
- 27
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1 24. Pursuant to NRS 118A.290(1)(i)¹, maintenance of THE UNIT's habitability, in this case,
2 specifically, the appliances and air conditioning, is the responsibility of the landlord.

3 25. By intentionally disregarding statutory law, and written notification, and threatening and
4 executing on its threat of eviction, CORAZON is guilty of oppression and malice, and
5 subject to punitive damages to deter such further conduct in the interests of public policy;
6

7 26. The landlord, CORAZON evicted the Plaintiff without cause.

8 27. The Plaintiff had timely tendered all rent and was not in breach of any express or implied
9 terms of the rental agreement.

10 28. The Landlord, CORAZON, was in breach of the agreement in failing to provide for and
11 maintain a unit that was inhabitable with all of the utilities in working, functioning
12 condition.
13

14 29. That none of the utilities that malfunctioned were the fault of the Plaintiff or his son and
15 were solely the result of the landlord, CORAZON's failure to maintain them in good
16 operating condition.
17

18 30. That as a result of CORAZON's persistent threats to evict whenever FALCONI requests
19 a maintenance repair or to exercise his rights under NRS 118A.355(1)(d), the landlord
20 forced FALCONI to vacate the premises.

21 31. That as a result of being forced to vacate the premises, and move all of his personal
22 belongings the Plaintiff and his son will incur moving expenses.
23

24 **III. Count 2: Violation of NRS 118A.510(1)(b), Oppression, and Malice**

25 32. FALCONI incorporates each and every one of the above averments and further alleges as
26 follows;
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¹ NRS 118A.290(1)(i): The landlord is obligated to maintain "Ventilating, air-conditioning and other facilities and appliances, including elevators, maintained in good repair if supplied or required to be supplied by the landlord."

33. By leveraging its position as landlord and threatening and executing eviction upon FALCONI for refusing to pay the air conditioner maintenance costs and the stove top "no show" fee, CORAZON is guilty of oppression, malice, and retaliatory eviction, and subject to statutory penalties in the amount of \$2500.00;

IV. Count 3: Violation of NRS 118A.355

34. FALCONI incorporates each and every one of the above averments and further alleges as follows;

35. Pursuant to NRS 118A.355(1)², the repair should have been completed by August 7, 2012. Therefore, pursuant to NRS 118A.355(1)(d)³, FALCONI is entitled to a pro-rated rent refund for the remaining 23 days of the month of August.

36. FALCONI's rent being \$538.98, divided by 31⁴, equals \$17.387; multiplied by 23⁵ days equals \$399.89 in a refund owed to FALCONI.

WHEREFORE, Plaintiff prays for relief as follows:

1. For compensatory damages for the air conditioner maintenance in the amount of \$50.25, together with \$10,000.00 in punitive damages;
2. For compensatory damages for the stove "no show" fee in the amount of \$12.50, together with \$10,000.00 in punitive damages;
3. For \$2,500.00 in damages for a retaliatory eviction;
4. For damages in accordance with NRS 118A.355(1)(d)³ in the amount of \$399.89;
5. For moving expenses to be determined;
6. For an award of interest at the legal rate of 5.25%;

²NRS 118A.355(1) Failure of landlord to maintain dwelling unit in habitable condition: "If a failure is remediable and the landlord adequately remedies the failure or uses his or her best efforts to remedy the failure within 14 days after receipt of the notice, the tenant may not proceed under this section."

³ NRS 118A.355(1)(d): "... Withhold any rent that becomes due without incurring late fees, charges for notice or any other charge or fee authorized by this chapter or the rental agreement until the landlord has remedied, or has attempted in good faith to remedy, the failure."

⁴ These are the number of days in the month of August, 2012.

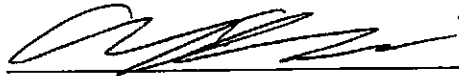
⁵ These are the number of days CORAZON failed to maintain.

1 7. For an award of costs;

2 8. For an award of attorney fees (if retained).

3 **AFFIRMATION**⁶: This document does not contain a social security number of any person.

4 DATED this 19 day of September, 2012.

5 

6 Alexander M. Falconi
7 Pro Se

8 **AFFIDAVIT OF ALEXANDER M. FALCONI**

9
10 I, Alexander M. Falconi, state that I have read this pleading and that the contents are true
11 and correct of my own personal knowledge, except for those matters I have state that are not of
12 my own personal knowledge, but that I only believe them to be true, and as for those matters, I
13 do believe they are true.

14 **I declare**⁷ **under penalty of perjury that the foregoing is true and correct.**

15
16 EXECUTED this 19 day of September, 2012.

17 

18 Alexander M. Falconi
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27 ⁶ This affirmation is in accordance with NRS 239B.030.

28 ⁷ NRS 53.045: "Any matter whose existence or truth may be established by an affidavit or other sworn declaration may be established with the same effect by an unsworn declaration of its existence or truth signed by the declarant under penalty of perjury, and dated, in substantially the following form: If executed in this State: "I declare under penalty of perjury that the foregoing is true and correct."

CV12-02385
DC-9900038931-069
ALEXANDER FALCONI VS. CORAZON 1 Page
District Court 09/20/2012 09:59 AM
Washoe County
2610
MI 0018910

ORIGINAL

FILED

Code: 2610
Alexander M. Falconi
2142 Roundhouse Rd.
Sparks, NV 89431
775-391-9139
Appearing in Proper Person

2012 SEP 20 AM 9:59

CLERK OF THE COURT
DEPUTY

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI, an individual;

Plaintiff,

vs.

CORAZON REAL ESTATE, a domestic

corporation; and DOES I-X, inclusive;

Defendant.

Case #: CV12 02385

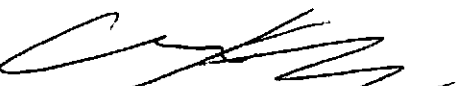
Dept #: 9

NOTICE OF EXTENSION OF TIME TO FILE ANSWER

NOTICE IS HEREBY GIVEN that Plaintiff hereby offers an extension of time for Corazon Real Estate to file an Answer. Given the fact that Plaintiff is moving out on October 18, 2012, Corazon Real Estate may file its Answer as late as November 8, 2012. Given the fact that a landlord move-out and security withholding statement will be provided within that time, Plaintiff recommends Corazon Real Estate wait at least three (3) **judicial** days after mailing the aforementioned statement so that Plaintiff may have an opportunity to amend his Complaint to include security that has been wrongfully withheld.

AFFIRMATION¹: This document does not contain a social security number of any person.

DATED this 19 day of September, 2012.



Alexander M. Falconi
Pro Se

¹ This affirmation is in accordance with NRS 239B.030.

CV12-02385
DC-9900039313-079
ALEXANDER FALCONI VS. CORAZON 2 Pages
District Court 10/03/2012 02:09 PM
Washoe County
MI OMBENIC

ORIGINAL

FILED

Code: 2610
Alexander M. Falconi
2142 Roundhouse Rd.
Sparks, NV 89431
775-391-9139
Appearing in Proper Person

2012 OCT -3 PM 2: 09

CLERK OF DISTRICT COURT
JULIA L. HARRIS

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI, an individual;
Plaintiff,

vs.

CORAZON REAL ESTATE, a domestic
corporation; and DOES I-X, inclusive;
Defendant.

Case #: CV12-02385

Dept #: 9

NOTICE REGARDING OCTOBER RENT AND THE DESTRUCTION OF EVIDENCE

TO THE DEFENDANT, CORAZON REAL ESTATE:

NOTICE IS HEREBY GIVEN that Plaintiff is hereby withholding rent in accordance with NRS 118A.355(1)(d)¹ for failure to repair the toilet (as alleged in the Complaint) within fourteen (14) days of having been personally served with written notice. Plaintiff will amend his Complaint to reflect this offset following the receipt of his final move-out statement.

YOU ARE FURTHER PLACED ON NOTICE that the destruction or concealment of evidence may result in the exclusion of your witnesses, of the relevant claims, up to and including the rendering of judgment by default, in accordance with Fire Ins. Exchange v. Zenith Radio Corp. 747 P. 2d 911, 103 Nev. 648 - Nev: Supreme Court (1987).

AFFIRMATION²: This document does not contain a social security number of any person.

DATED this 3 day of OCTOBER, 2012.


Alexander M. Falconi

¹ NRS 118A.355(1)(d): "...If the landlord fails to remedy a material failure to maintain the dwelling unit in a habitable condition or to make a reasonable effort to do so within the prescribed time, the tenant may: Withhold any rent that becomes due without incurring late fees, charges for notice or any other charge or fee authorized by this chapter or the rental agreement until the landlord has remedied, or has attempted in good faith to remedy, the failure."

² This affirmation is in accordance with NRS 239B.030.

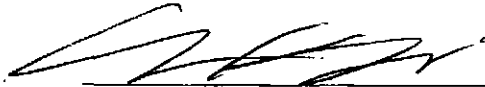
NRCP 5 CERTIFICATE OF MAILING

I hereby declare that I am over the age of 18 and a party to this action and that I served a true and correct copy of this Notice by placing it into a sealed envelope and depositing it into the United States Post Office First Class Mail, postage prepaid thereon addressed to:

Corazon Real Estate
R/A Don L. Ross
6100 Neil Rd. Suite 500
Reno, NV 89511

Corazon Real Estate
Attn: Alisha
254 Vassar St.
Reno, NV 89515

SERVED THIS 3 day of OCTOBER, 2012.



Alexander M. Falconi

CV12-02385
DC-9900039313-078
ALEXANDER FALCONI VS. CORAZON
District Court 10/03/2012 02:09 PM
Washoe County 3720
MI 001201

ORIGINAL
FILED

2012 OCT -3 PM 2:09

Code: 3720
Alexander M. Falconi
2142 Roundhouse Rd.
Sparks, NV 89431
775-391-9139
Appearing in Proper Person



IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI, an individual;

Plaintiff,

vs.

CORAZON REAL ESTATE, a domestic
corporation; and DOES I-X, inclusive;

Defendant.

Case #: CV12-02385

Dept #: 9

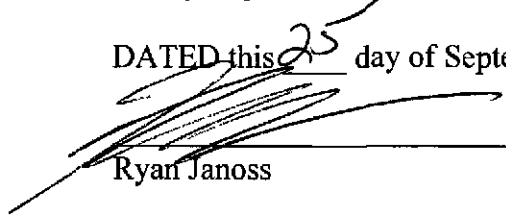
PROOF OF SERVICE

I, Ryan Janoss, do hereby declare and state that:

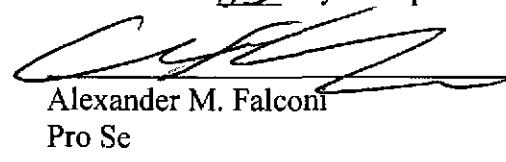
1. I am over the age of 18;
2. I am not a party to this action;
3. On the 25 day of SEPTEMBER, 2012, I personally served a true and correct copy of the Summons, Complaint, and Notice of Extension upon Corazon Real Estate by and through their Resident Agent, Don L. Ross, at 6100 Neil Rd. Suite 500, Reno, NV 89511.

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

DATED this 25 day of September, 2012.


Ryan Janoss

AFFIRMATION¹: This document does not contain a social security number of any person.
DATED this 25 day of September, 2012.


Alexander M. Falconi
Pro Se

¹ This affirmation is in accordance with NRS 239B.030.

CV12-02385
ALEXANDER FALCONI VS. CORAZON
District Court
Washoe County
10/09/2012 01:14 PM
1670
MCHOL LCR

Code:1670
Alexander M. Falconi
2142 Roundhouse Rd.
Sparks, NV 89431
775-722-3959
Appearing in Proper Person

FILED

2012 OCT -2 PM 1:14

CLERK OF DISTRICT COURT
DEPUTY

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M FALCONI, an individual;

Plaintiff,

vs.

CORAZON REAL ESTATE, a domestic
corporation;

Defendant.

Case #: CV12-02385

Dept #: 12

EX-PARTE MOTION FOR TEMPORARY RESTRAINING ORDER

COMES NOW, Plaintiff, Alexander M. Falconi, hereafter 'FALCONI', appearing in proper person, and hereby files an ex-parte motion for temporary restraining order. This motion is based upon the following memorandum of points and authorities and all pleadings on file herein.

MEMORANDUM OF POINTS AND AUTHORITIES

I. Factual Background

On July 24, 2012, Plaintiff directed Jennifer Janoss to personally serve an NRS 118A.355(1)¹ notice of failure to maintain to CORAZON. Exhibit 1.

On September 1, 2012, CORAZON rendered repairs to the toilet. Exhibit 2. FALCONI subsequently contacted CORAZON regarding a rent credit in accordance with NRS 118A.355(1)(d)². CORAZON replied that it would evict if FALCONI did not pay rent.

¹NRS 118A.355(1) Failure of landlord to maintain dwelling unit in habitable condition: "If a failure is remediable and the landlord adequately remedies the failure or uses his or her best efforts to remedy the failure within 14 days after receipt of the notice, the tenant may not proceed under this section."

² NRS 118A.355(1)(d): "... Withhold any rent that becomes due without incurring late fees, charges for notice or any other charge or fee authorized by this chapter or the rental agreement until the landlord has remedied, or has attempted in good faith to remedy, the failure."

1 FALCONI agreed to pay rent with the intent to dispute the monies upon move out because he did
2 not want to risk eviction with his six (6) year old *minor* child under his primary custody.

3 On September 7, 2012, CORAZON nevertheless attempted eviction, attempting to force
4 FALCONI to pay for repairs to the air conditioner and oven.

5 On September 18, 2012, FALCONI filed a 30-day notice of his intent to move out.
6 Exhibit 3.

7
8 On September 20, 2012, FALCONI filed a complaint in the instance case against
9 CORAZON.

10 On DATE, CORAZON acknowledged FALCONI's move-out date. Exhibit 4.

11 On September 25, 2012, CORAZON was personally served with the aforementioned
12 complaint. Proof of Service filed October 3, 2012.

13
14 On October 3, 2012, FALCONI filed and served Notice Regarding October Rent and
15 Regarding Destruction of Evidence outlining that FALCONI was withholding rent.

16 On October 8, 2012, CORAZON nevertheless served a Five-Day Notice of Unlawful
17 Detainer For Non-Payment of Rent upon FALCONI. Exhibit 5.

18 19 **II. Argument**

20 **1. A Temporary Restraining Order is Appropriate When Facing Irreparable Injury**

21 Pursuant to NRCP 65(b):

22 A temporary restraining order may be granted without written or oral notice to
23 the adverse party or that party's attorney only if (1) it clearly appears from
24 specific facts shown by affidavit or by the verified complaint that immediate
25 and irreparable injury, loss, or damage will result to the applicant before the
26 adverse party or that party's attorney can be heard in opposition, and (2) the
27 applicant's attorney certifies to the court in writing the efforts, if any, which
28 have been made to give the notice and the reasons supporting the claim that
notice should not be required.

1 FALCONI contacted CORAZON regarding this ex-parte motion for restraining order
2 immediately prior to filing it by telephone and fax. Eviction of FALCONI and his minor child of
3 age (6) would result in irreparable injury as they would be rendered homeless as they would be
4 without shelter, food, and access to their personal things.

5 **2. Plaintiff Would Likely Prevail Defending Against Summary Eviction**

6 Pursuant to NRS 40.253(6):

7
8 If the court determines that there is no legal defense as to the alleged unlawful
9 detainer and the tenant is guilty of an unlawful detainer, the court may issue a
10 summary order for removal of the tenant or an order providing for the
11 nonadmittance of the tenant. If the court determines that there is a legal
12 defense as to the alleged unlawful detainer, **the court shall refuse to grant
either party any relief**, and, except as otherwise provided in this subsection,
shall require that any further proceedings be conducted pursuant to NRS
40.290 to 40.420, inclusive... (emphasis added)

13 Therefore, FALCONI holds that a summary eviction proceeding is inappropriate on its face;
14 FALCONI need only to raise a legal defense, as he has done with NRS ~~xxxxx~~ ^{118A.355 ANP} by establishing
15 the date of service of written notice for failure to maintain and the date of actual repair, both by
16 declaration under penalty of perjury by persons not a party to this action. The Court is not
17 required nor permitted to rule on the merits of the defense, but merely acknowledge that the
18 defense exists. The Nevada Supreme Court reinforces this in Glazier v. Justice Court, 899 P. 2d
19 1105 (1995) at page 1106, where it discussed:
20
21

22 On appeal to this court, Glazier argues that, pursuant to NRS 40.253, **once he**
23 **raised the legal defense** that he was a life tenant under the grant of a life
24 estate, **the justice's court was obligated to dismiss the "summary"**
25 **proceeding and to require that the landlord prosecute his unlawful**
26 **detainer action under the "plenary" eviction proceedings** provided for in
27 NRS 40.290 to 40.420. Although **Glazier's argument is logically sound**, it is
28 simply irrelevant. It is clear that, despite all the proceedings below and the
arguments of the parties before this court, NRS 40.253 does not apply to this
case. The statute is applicable "when the tenant of any dwelling [] *with*
periodic rent reserved by the month or any shorter period, is in default in
payment of the rent." (Emphasis added.)

1 Although this statute did not apply to Glazier, it does apply to FALCONI because he and
2 CORAZON entered into a lease agreement wherein he had to pay a periodic rent every month.

3 The Court can find further guidance in ANVUI, LLC v. GL DRAGON, LLC, 123 Nev.
4 Adv. Op. 25 (2007), the Supreme Court of Nevada discussed:

5 As a matter of first impression, we conclude that an order granting summary
6 eviction under NRS 40.253(6) should be reviewed on appeal **based upon the**
7 **standard for review of an order granting summary judgment under**
8 **NRCP 56 because these proceedings are analogous.** This court reviews
9 orders granting summary judgment de novo to determine whether the
10 evidence properly before the district court "demonstrate[s] that no 'genuine
issue as to any material fact [remains] and that the moving party is entitled to
a judgment as a matter of law.'" (emphasis added)

11 The evidence provided by FALCONI under Exhibits 1 and 2 do effectively support that a
12 genuine issue of material fact exists and that CORAZON is not entitled to summary
13 eviction.

14 Finally, FALCONI holds that CORAZON's threat to file eviction in Sparks
15 Justice Court to be a collateral attack on this Court's authority. Defendants have been
16 properly served with Complaint and Summons in the instant case, and all attention and
17 evidence is now focused before it. The justice courts answer to the district courts, not
18 vice versa.
19

20 21 **III. Hearing**

22 It appearing that a hearing is required pursuant to NRCP 65(b), it would best conserve
23 judicial resources to consolidate the hearing (in the spirit of with NRCP 65(a)(2)³) for
24 preliminary injunction with a summary eviction proceeding. However, considering that
25 FALCONI's last day at the premises is October 18, 2012, it may be more rational to simply
26
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³ Before or after the commencement of the hearing of an application for a preliminary injunction, the court may order the trial of the action on the merits to be advanced and consolidated with the hearing of the application.

1 schedule the hearing after that date in the event that FALCONI has not moved out, rather than
2 squabble over a de minimus number of days between now and then.

3 **IV. Conclusion**

4 **THEREFORE**, FALCONI prays for relief as follows

- 5 1. That the Court **ENJOIN** Corazon Real Estate from prosecuting its lock-out and
6 eviction order;
7
8 2. For such further relief as the Court deems necessary and just.

9 **AFFIRMATION:** This document does not contain the social security number of any person.

10 Dated this 9th day of October, 2012.

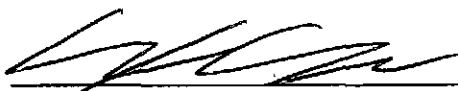
11
12 
13 Alexander M. Falconi

14
15
16
17 **DECLARATION OF ALEXANDER M. FALCONI**

18 I, Alexander M. Falconi, state that I have read this pleading and that the contents are true
19 and correct of my own personal knowledge, except for those matters I have stated that are not of
20 my own personal knowledge, but that I only believe them to be true, and as for those matters, I
21 do believe they are true.
22

23 **I declare⁴ under penalty of perjury that the foregoing is true and correct.**

24 EXECUTED this 9 day of October, 2012.

25
26 
27 Alexander M. Falconi

28 ⁴ NRS 53.045: "Any matter whose existence or truth may be established by an affidavit or other sworn declaration may be established with the same effect by an unsworn declaration of its existence or truth signed by the declarant under penalty of perjury, and dated, in substantially the following form: If executed in this State: "I declare under penalty of perjury that the foregoing is true and correct."

CERTIFICATE OF NRCP 5 SERVICE

I, Alexander M. Falconi, do hereby solemnly swear under penalty of perjury that I am over the age of 18 and a party to this action and that I **personally**⁵ Corazon Real Estate by telephone, facsimile, or e-mail as described below:

Corazon Real Estate
Phone: (775) 826-1414
E-Mail: tony@CorazonRealEstate.com

SERVED THIS 9 day of October, 2012.



Alexander M. Falconi

⁵ Because this Motion was personally served, NRCP 6(e) does not apply.

LIST OF EXHIBITS

Exhibit 1: Written Notice with Declaration of Jennifer Janoss.

Pages: 1

Exhibit 2: Affidavit of Libi Nazelrod.

Pages: 1

Exhibit 3: 30-Day Notice of Intent to Move Out.

Pages: 1

Exhibit 4: Acknowledgement of Move Out Date.

Pages: 1

Exhibit 5: Five-Day Notice of Unlawful Detainer.

Pages: 1

CV12-02385 DC-9900039497-015
ALEXANDER FALCONI VS CORAZO 2 Pages
District Court 10/09/2012 01:14 PM
Washoe County 1670
EX1 MCH01100

EXHIBIT 1

EXHIBIT 1

July 24, 2012

Corazon Real Estate

By facsimile: 775-826-1415

Re: Re: Bill Reimbursement and Problem with Toilet

Dear Landlord:

I am in receipt of your demand for \$125.48 for maintenance of the air conditioner and stove tops.

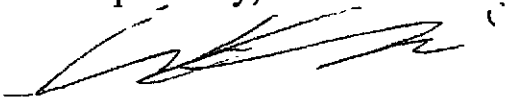
Pursuant to NRS 118A.290(1)(i)¹, it is your obligation as a landlord to maintain appliances and A/C.

Therefore, I request that you remove the items from my bill.

There are also two new repairs needed: 1) the most recent repairs made on the toilet did stop the leaking but there is still an underlying problem in that the toilet has an extremely weak draw on the water. A flush will draw down some but not all waste and multiple flushes doesn't solve the problem. 2) the towel rack above the toilet has collapsed.

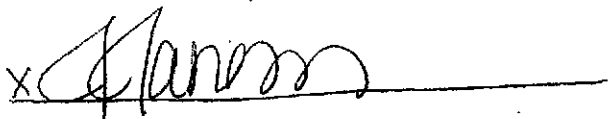
You have permission to enter the premises to make these repairs without my being home.

Respectfully,



Alexander M. Falconi
2142 Roundhouse Rd.
Sparks, NV 89431
775-391-9139

I, JENNIFER JAMES, PERSONALLY DELIVERED THIS NOTICE
OFF ON THE 24th DAY OF July, 2012.

x 

¹ NRS 118A.290(1)(i): "Ventilating, air-conditioning and other facilities and appliances, including elevators, maintained in good repair if supplied or required to be supplied by the landlord."



CV12-02385 DC-9900039497-016
ALEXANDER FALCONI VS CORAZO 2 Pages
District Court 10/09/2012 01 14 PM
Washee County 1670
FXO MCHQ1 TCC

EXHIBIT 2

EXHIBIT 2

Alexander M. Falconi
2142 Roundhouse Rd.
Sparks, NV 89431
775-391-9139
Appearing in Proper Person

IN THE JUSTICE COURT OF SPARKS TOWNSHIP
COUNTY OF WASHOE, STATE OF NEVADA

CORAZON REAL ESTATE, a domestic
corporation;

Plaintiff, Counter-defendant.

vs.

ALEXANDER M. FALCONI, an individual;
Defendant, Counterclaimant.

Case #:

Dept #:

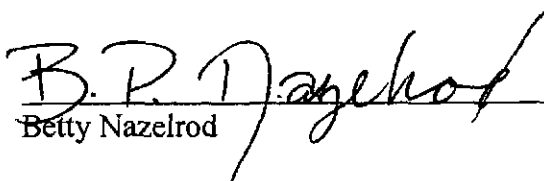
AFFIDAVIT OF BETTY NAZELROD

I, Betty Nazelrod, do hereby declare and state that:

1. I am over the age of 18 and am not a party to this action;
2. I have never been convicted of a felony;
3. On Saturday, September 1, 2012, I observed a male individual enter the dwelling unit addressed as 2142 Roundhouse Rd., Sparks, NV 89431, at or around 9:00 a.m., and render repairs to the toilet.
4. Before the individual repaired the toilet, it had a weak flush, would not fill, and would not empty the bowl; after the aforementioned repair was completed, the toilet flushed properly, filled to level, and would empty the bowl.

I declare¹ under penalty of perjury that the foregoing is true and correct.

EXECUTED this 10 day of SEPTEMBER, 2012.


Betty Nazelrod

¹ This affirmation is in accordance with NRS 239B.030.

CV12-02385 DC-9900039497-017
ALEXANDER FALCONI VS. CORAZO 2 Pages
District Court 10/09/2012 01:14 PM
Washoe County 1570
EXA MCHQ1 TCC.

EXHIBIT 3

EXHIBIT 3

Alexander M. Falconi
2142 Roundhouse Rd.
Sparks, NV 89431
775-391-9139

30-DAY NOTICE OF INTENT TO VACATE

I, Alexander M. Falconi, tenant of 2142 Roundhouse Rd., Sparks, NV, do hereby give a 30 day notice to vacate the premises. My last day at the premises will be October 18, 2012.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Falconi', with a stylized flourish at the end.

Alexander M. Falconi



CV12-02385 DC-9900039437-018
ALEXANDER FALCONI VS. CORAZO 2 Pages
District Court 10/09/2012 01:14 PM
Washoe County 1670
EXA MCHQ TRC

EXHIBIT 4

EXHIBIT 4



**CORAZON
Real Estate**

...where the heart is

MOVE-OUT INSTRUCTIONS

DATE: 09/18/12

DEAR: Alexander M. Falconi

On 09/18/2012 you gave a 30 day notice for all parties to vacate the premises located

at 2142 Roundhouse Rd. effective 10/18/2012. Upon surrender of the property, a deposit accounting will be completed within 30 days. The following is a set of guidelines to maximize your refund from the accounting for your deposits.

- 1) Clean the premises in its entirety, and provide Corazon Real Estate with a **written** list of what was cleaned. (windows, window sills, and base boards are examples of things people often do not clean)
- 2) Replace stove drip pans as necessary.
- 3) Replace burnt-out light bulbs and dead smoke detector batteries.
- 4) Remove all nails/screws from walls.
- 5) Clean markings and stickers off the walls, windows, and appliances. If it looks like you might damage the surface, leave it there so we can try to remove it.
- 6) Depending on how long you have resided at the property, you may be held responsible for damage to the walls, including smoking damage.
- 7) Clean all yard areas as pertaining to your lease agreement. (This includes but is not limited to mowing grass, picking up trash, pulling weeds, etc.)
- 8) Remove all personal belongings from the property. Any items remaining on the property after you surrender possession of the premises will be deemed trash and disposed of accordingly. Any disposal charges may become your responsibility.
- 9) The cost of carpet cleaning, if applicable, will automatically come out of tenant's security deposit as Corazon Real Estate will have it professionally cleaned. **DO NOT** rent a Rug Doctor® or other machine of this kind as they usually leave more liquid in the carpet than they can pick up.
- 10) All keys & garage door openers for the property need to be returned by
10 a.m. on 10/19/2012 to prevent additional rent charges from being assessed against your account.

Based on the date we received your notice, you owe rent in the amount of \$323.40 to cover days 10/01/2012 to 10/18/2012. You also have an outstanding balance on your account in the amount of \$105.00. The total that needs to be paid is \$428.40.

Please note, this form is NOT all inclusive and is meant for general guidelines only. Tenants may be charged for some items not particularly listed, so please be thorough in your preparation of vacating the premises. If you have any questions, contact us at 775-826-1414.

Visit 254 Vassar Street, Reno – Mail P O Box 20790 Reno NV 89515-0790
(775) 826-1414 – (775) 826-1415 fax
www.CorazonRealEstate.com

CV12-02385 DC-9900039497-019
ALEXANDER, FALCONI VS. CORAZO 2 Pages
District Court 10/09/2012 01:14 PM
Washoe County 1670
EXR MCH01.TCC

EXHIBIT 5

EXHIBIT 5

FIVE-DAY NOTICE OF UNLAWFUL DETAINER FOR NON-PAYMENT OF RENT
NRS 40.2512
AND
NOTICE OF SUMMARY EVICTION - NRS 40.253

TO: Alexander Falconi and all others (Tenant)
2142 Roundhouse Road
Sparks, NV, 89431

Date of Service: **ENTERED OCT 8 2012**

PLEASE TAKE NOTICE that you are in unlawful detainer for default in payment of rent for the rental unit located at 2142 Roundhouse Road in the sum of: \$355.74 for the period commencing from 10/08/2012 to 10/08/2012. Tenant paid \$475.00 in advance for any cleaning, security or rent deposits, in excess of the first month rent. Rental payment(s) became delinquent on 10/08/2012.

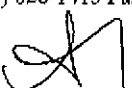
ATTENTION! As the tenant of the above described rental unit, you must either pay the full amount of rent owed within five (5) judicial days¹ of service of this Notice, or in the alternative, vacate and leave the rental unit within five (5) judicial days of service of this Notice.
do not include date of service, weekends or legal holidays.

ATTENTION! To contest this notice, you must file a Tenant Affidavit/Declaration with the Justice Court of Sparks Township by noon of the FIFTH JUDICIAL DAY from the date of service of this notice, stating that you have either tendered rent or that you are not in default in the payment of rent. There is a filing fee of \$33.00. If you are unable to pay the filing fee, you may file a written motion with the court requesting a fee waiver. If the court grants your fee waiver, your Tenant Affidavit/Declaration will be filed at no charge.

ATTENTION! Your failure to pay rent or vacate and leave the rental unit within five (5) judicial days, or your failure to contest this notice, may result in the landlord applying to the Justice of the Peace of Sparks Township, County of Washoe, State of Nevada, for an Eviction Order. The Justice of the Peace may thereupon issue an order directing the Constable to remove you within twenty-four (24) hours after the receipt of the Eviction Order.

Pursuant to NRS 118A.390, a tenant may seek relief if a landlord unlawfully removes the tenant from the premises or excludes the tenant by blocking or attempting to block the tenant's entry upon the premises or willfully interrupts or causes or permits the interruption of an essential service required by the rental agreement or Chapter 118A of NRS.
Dated this day 10/08/2012.

Corazon Real Estate
Landlord
254 Vassar Street
P O Box 20790
Address
(775) 826-1414 Phone
(775) 826-1415 Fax



Signature of Landlord or Duly Authorized Agent
Alicia Trusty
Corazon Real Estate

Code: 3860
Alexander M. Falconi
2142 Roundhouse Rd.
Sparks, NV 89431
775-391-9139
Appearing in Proper Person

FILED

2012 OCT - 9 PM 1:14

CLERK OF DISTRICT COURT
DEPUTY

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI, an individual;
Plaintiff,

Case #: CV12-02385

vs.

CORAZON REAL ESTATE, a domestic
corporation; and DOES 1-X, inclusive;
Defendant.

Dept #: 9

REQUEST FOR SUBMISSION

COMES NOW, Plaintiff, Alexander M. Falconi, appearing in proper person, and hereby requests the Ex-Parte Motion for Temporary Restraining Order be submitted to the Court for decision.

AFFIRMATION¹: This document does not contain a social security number of any person.

DATED this 9 day of OCTOBER, 2012.



Alexander M. Falconi

NRCP 5 CERTIFICATE OF MAILING

I hereby declare that I am over the age of 18 and a party to this action and that I served a true and correct copy of this Request by placing it into a sealed envelope and depositing it into the United States Post Office First Class Mail, postage prepaid thereon addressed to:

Corazon Real Estate
R/A Don L. Ross
6100 Neil Rd. Suite 500
Reno, NV 89511

SERVED THIS 9 day of OCTOBER, 2012.



Alexander M. Falconi

¹ This affirmation is in accordance with NRS 239B.030.

1 CODE: 2840

2
3
4 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
5 IN AND FOR THE COUNTY OF WASHOE
6

7
8 ALEXANDER M. FALCONI

9
10 Plaintiff,

11 vs.

Case No. CV12-02385

12 CORAZON REAL ESTATE, a domestic
13 corporation,

Dept. No. 9

14
15 Defendants.
16

ORDER DENYING PLAINTIFFS' EX PARTE MOTION FOR TEMPORARY RESTRAINING

17 ORDER

18 The Court is in receipt of Plaintiff ALEXANDER M. FALCONI'S (hereinafter "Plaintiff")
19 *Ex Parte Motion for Temporary Restraining Order* filed on October 9, 2012.

20 Plaintiff hereby requests the Court grant his Temporary Restraining Order pursuant to NRCP
21 65(b)¹. Plaintiff asserts that he withheld his rent in accordance with NRS 118A.355(1)(d)² and that
22

23 ¹ NRCP 65(b):

24 A temporary restraining order may be granted without written or oral notice to the adverse party or that party's
25 attorney only if (1) it clearly appears from specific facts shown by affidavit or by the verified complaint that
26 immediate and irreparable injury, loss, or damage will result to the applicant before the adverse party or that
27 party's attorney can be heard in opposition, and (2) the applicant's attorney certifies to the court in writing the
28 efforts, if any, which have been made to give the notice and the reasons supporting the claim that notice should
not be required. Every temporary restraining order granted without notice shall be indorsed with the date and
hour of issuance; shall be filed forthwith in the clerk's office and entered of record; shall define the injury and
state why it is irreparable and why the order was granted without notice; and shall expire by its terms within
such time after entry, not to exceed 15 days, as the court fixes, unless within the time so fixed the order, for
good cause shown, is extended for a like period or unless the party against whom the order is directed consents
that it may be extended for a longer period . . .

1 Defendant CORAZON REAL ESTATE (hereinafter "Defendant") is improperly evicting him from
2 his residence at 2142 Roundhouse Rd. Sparks, Nevada 89431 (hereinafter "Subject Property").

3 The Court has thoroughly reviewed Plaintiffs Ex Parte Motion and exhibits filed therein.
4 Plaintiff admits in his Ex Parte Motion that "on September 18, 2012, FALCONI filed a 30-day
5 notice of his intent to move out. (Pl.'s Ex Parte Mot. 2:6.). Additionally, Plaintiffs 30-Day Notice of
6 Intent to Vacate states:

7 "I, Alexander M. Falconi, tenant of 2142 Roundhouse Rd. Sparks, NV, do hereby
8 give a 30 day notice to vacate the premises. My last day at the premises will be
9 October 18, 2012."

10 Thereafter the document was signed by Alexander M. Falconi. As well, Defendant provided
11 Plaintiff their move out instructions in response to Plaintiffs 30-Day Notice.

12 This establishes that Plaintiff provided proper notice and his intention in vacating the subject
13 property. Consequently, the Court finds there is no irreparable harm for the reasons described above.

14 THEREFORE IT IS HEREBY ORDERED Plaintiffs' *Ex Parte Motion for Temporary*
15 *Restraining Order* is DENIED.

16
17 DATED: This 11 day of October, 2012.

18
19 
20 DISTRICT JUDGE
21

22
23 ² NRS 118A.355(1)(d):

24 (1) Except as otherwise provided in this chapter, if a landlord fails to maintain a dwelling unit in a habitable
25 condition as required by this chapter, the tenant shall deliver a written notice to the landlord specifying each
26 failure by the landlord to maintain the dwelling unit in a habitable condition and requesting that the landlord
27 remedy the failures. If a failure is remediable and the landlord adequately remedies the failure or uses his or her
28 best efforts to remedy the failure within 14 days after receipt of the notice, the tenant may not proceed under
this section. If the landlord fails to remedy a material failure to maintain the dwelling unit in a habitable
condition or to make a reasonable effort to do so within the prescribed time, the tenant may:

(d) Withhold any rent that becomes due without incurring late fees, charges for notice or any other charge or fee
authorized by this chapter or the rental agreement until the landlord has remedied, or has attempted in good faith to
remedy, the failure.

CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the ____ day of _____, 2012, I electronically filed the foregoing with the
Clerk of the Court system which will send a notice of electronic filing to the following:

Further, Pursuant to NRCP 5(b), I hereby certify that I am an employee of the
Second Judicial District Court, in and for the County of Washoe; and that on this
11 day of October, 2012, I deposited in the County mailing system for
postage and mailing with the United States Postal Service in Reno, Nevada, a true and
correct copy of the attached document addressed as follows:

Alexander M. Falconi
2142 Roundhouse Road
Sparks, NV 89431

Corazon Real Estate
P.O. Box 20790
Reno, NV 89515



Brianne Buzzell,
Judicial Assistant

******* IMPORTANT NOTICE - READ THIS INFORMATION *******
PROOF OF SERVICE OF ELECTRONIC FILING

-

A filing has been submitted to the court RE: CV12-02385
Judge: SCOTT FREEMAN
Official File Stamp: 10-11-2012:15:33:18
Clerk Accepted: 10-11-2012:15:36:40
Court: Second Judicial District Court - State of Nevada
Case Title: ALEXANDER FALCONI VS. CORAZON REAL ESTATE (D9)
Document(s) Submitted: Ord Denying Motion
Filed By: Brianne Buzzell

You may review this filing by clicking on the following link to take you to your cases.

This notice was automatically generated by the courts auto-notification system.

-

If service is not required for this document (e.g., Minutes), please disregard the below language.

The following people were served electronically:

The following people have not been served electronically and must be served by traditional means (see Nevada electronic filing rules):

CORAZON REAL ESTATE
ALEXANDER FALCONI

CV12-02385
ALEXANDER FALCONI VS CORAZON
District Court 10/12/2012 01:04 PM
Washoe County
1137
CMO/TENS

CODE 1137D
CHARLES CHINNICI for
CORAZON REAL ESTATE
254 Vassar Street
Reno, Nevada 89502
(775) 826-1414
Defendant - In pro per

2012 OCT 12 PM 1:04

Smile

OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI,

Case No. CV12-02385

Plaintiff/Counterdefendant,

Dept. No. 9

vs.

ALEXANDER M. FALCONI,

Defendant/Counterclaimant.

ANSWER AND COUNTERCLAIM

COMES NOW, Defendant/Counterclaimant, CHARLES CHINNICI for CORAZON
REAL ESTATE ("CORAZON"), in pro per, and hereby Answers the Complaint of the
Plaintiff/Counterdefendant on file herein as follows:

Answering Paragraph 1 Defendant/Counterclaimant Admits the allegations contained
therein.

Answering Paragraph 2, Defendant/Counterclaimant Admits the allegations contained
therein.

Answering Paragraph 3, Defendant/Counterclaimant Admits the allegations contained

1 therein.

2 Answering Paragraph 4, Defendant/Counterclaimant Admits the allegations contained
3 therein.
4

5 Answering Paragraph 5, Defendant/Counterclaimant Admits the allegations contained
6 therein.
7

8 Answering Paragraph 6, Defendant/Counterclaimant Denies the allegations contained
9 therein. CORAZON acted as agent for landlord MARK GOLDSTEIN ("GOLDSTEIN"). On
10 9/28/2010 CORAZON entered into a Lease Agreement with Plaintiff, ALEXANDER M.
11 FALCONI ("FALCONI") on behalf of GOLDSTEIN. Please see the Lease Agreement
12 attached hereto as **Exhibit 1** and by this reference incorporated herein. FALCONI took
13 possession of 2142 Roundhouse Road, Sparks, Nevada 89431 ("THE UNIT").
14

15 Answering Paragraph 7, Defendant/Counterclaimant Admits the allegations contained
16 therein. On "Tenant's Move In and Check Out List" signed by FALCONI on 10/28/2010,
17 FALCONI reports that the stove is in "Good condition." Please see the Check List attached
18 hereto as **Exhibit 2** and by this reference incorporated herein. Even so, when FALCONI
19 reported in or about December, 2011 that two (2) of the burners on the stove were not working
20 CORAZON, by FALCONI'S admission, "made this repair shortly thereafter".
21

22 Answering Paragraph 8, Defendant/Counterclaimant Admits the allegations contained
23 therein. On 12/9/2011 CORAZON received an invoice #914469 from Black & White
24 Appliance, attached hereto as **Exhibit 3** and by this reference incorporated herein. The invoice
25 lists a Twenty-five Dollar (\$25.00) charge for "Tenant not home," for the repair appointment
26 they made with FALCONI to repair the stove on 12/6/2011. This charge was rightfully passed
27 on to FALCONI who was a no show for the appointment he scheduled for the repairs he
28

1 requested on the stove he broke. CORAZON is not responsible for the no show charge, nor
2 should Black & White Appliance have to eat the cost of sending a repair person to THE UNIT
3 only to have FALCONI not be present, forcing Black & White Appliance to make a return trip
4 at a later date.
5

6 Answering Paragraph 9, Defendant/Counterclaimant Admits the allegations contained
7 therein.
8

9 Answering Paragraph 10, Defendant/Counterclaimant Denies the allegations contained
10 therein. On 6/24/2011 CORAZON'S maintenance staff charged the air conditioner with
11 refrigerant and washed the filter (Invoice #1841). Invoice #7753 from Wiley's Plumbing &
12 Heating dated 7/6/2012, attached hereto as **Exhibit 4** and by this reference incorporated herein,
13 lists that the filter for the air conditioner was clogged. The invoice further states that they
14 replaced the filter and "corrected" the problem with the a/c unit. Page 9, Section 4 of the Lease
15 Agreement signed by FALCONI states that: **"Tenant is responsible (at his expense) for**
16 **clogging or stoppage of furnace from failure to clean or replace filter."** (Emphasis added.)
17

18 Answering Paragraph 11, Defendant/Counterclaimant Admits the allegations contained
19 therein. On 7/24/2012 FALCONI had a letter hand-delivered to CORAZON stating that he
20 disputed the Twenty-five Dollar (\$25.00) charge for his "no show" when Black & White
21 Appliance came to replace the filter in his air conditioner, at his request. In the same letter
22 FALCONI reported that the toilet had a new issue with flushing and that a towel rack "has
23 collapsed." As FALCONI had resided in THE UNIT since 10/26/2012, the "collapsed" towel
24 rack was not the responsibility of CORAZON. However, on 8/10/2012 CORAZON issued a
25 work order to replace the toilet.
26
27

28 Answering Paragraph 12, Defendant/Counterclaimant Admits CORAZON sent a letter

1 to FALCONI dated 7/18/2012, attached hereto as **Exhibit 5** and by this reference incorporated
2 herein. The letter reminded FALCONI of the letter CORAZON had previously sent him on
3 1/20/2012 billing him the Twenty-five Dollars (\$25.00) for his Black & White Appliance "no
4 show" to repair the stove, and the fact that he had not yet paid that bill. The letter also billed
5 FALCONI One Hundred Dollars and Fifty Cents (\$100.50) as and for the service call and
6 replacement of the air conditioner filter on 7/6/2012, a charge that, pursuant to the Lease
7 Agreement was FALCONI'S financial responsibility. Please see **Exhibit 6** attached hereto and
8 by this reference incorporated herein. CORAZON Denies the remaining allegations contained
9 therein.

12 Answering Paragraph 13, Defendant/Counterclaimant Denies the allegations contained
13 therein;

15 Answering Paragraph 14, Defendant/Counterclaimant Denies the allegations contained
16 therein. On 8/10/2012 Wiley's Plumbing & Heating replaced the thermostat, per invoice #7701
17 attached hereto and by this reference incorporated herein as **Exhibit 7**, and stated they left the
18 air conditioning unit working correctly.

20 Answering Paragraph 15, Defendant/Counterclaimant Denies the allegations contained
21 therein. On 2/15/2012 Wiley's Plumbing & Heating, invoice #P-10696 attached hereto as
22 **Exhibit 8** and by this reference incorporated herein, shows a proposal to replace the toilet for
23 Two Hundred Seventy-five Thousand Dollars (\$275.00), but does not state the toilet is not
24 working at that time. On 2/23/2012 CORAZON Maintenance corrected the issue with the toilet
25 by lifting it from its location, replacing the wax ring and bolts to secure the toilet, returning the
26 toilet to its location and sealing the area with caulking.

28 Five (5) months later, on 7/25/2012, FALCONI placed another complaint with

1 CORAZON regarding the toilet. On 9/1/2012 FALCONI confirmed that a simple adjustment to
2 the toilet corrected that complaint. Please see CORAZON Maintenance invoice 2915 attached
3 hereto as **Exhibit 9** and by this reference incorporated herein that also addressed FALCONI'S
4 towel rack complaint. This issue clearly shows that there was no serious issue with the toilet
5 and even FALCONI'S complaint about the towel rack, an issue he caused himself, was
6 addressed timely by CORAZON and without malice as FALCONI has alleged.
7

8
9 However, even before this Answer and Counterclaim was completed,
10 FALCONI served a Notice on CORAZON'S resident agent, Woodburn & Wedge on October
11 4th (received by CORAZON on October 10th), that FALCONI was withholding his rent for
12 October "...for failure to repair the toilet..." that he agreed was already repaired. Please see the
13 Notice attached hereto as **Exhibit 10** and by this reference incorporated herein. FALCONI'S
14 "Notice" references "destruction of evidence," a charge that has not been made previously and
15 which CORAZON not only categorically denies, but does not understand as FALCONI never
16 sites what "evidence" he believes has been destroyed. This is a clear example of FALCONI'S
17 delusional and meritless allegations.
18

19
20 Please see, attached hereto as **Exhibit 11** and by this reference incorporated herein, an
21 Affidavit from a friend of FALCONI, i.e. BETTY NAZELROD, that the toilet "...flushed
22 properly, filled to level, and would empty the bowl."
23

24 Answering Paragraph 16, Defendant/Counterclaimant Denies the allegations contained
25 therein. CORAZON has absolutely no record that FALCONI ever requested and/or demanded
26 a rent credit. If such a demand and/or request had been made it would have been addressed by
27 CORAZON in their standard form letter.
28

Answering Paragraph 17, Defendant/Counterclaimant Denies the allegations contained

1 therein. On 9/7/2012 CORAZON issued eviction notices to a number of tenants, including
2 FALCONI, for non-payment of rent. On 9/11/2012 CORAZON received FALCONI'S rent
3 check in the amount of Five Hundred Thirty-eight Dollars and Ninety-eight Cents (\$538.98),
4 that did not include the One Hundred Twenty-five Dollars and Forty Cents (\$125.40)
5 FALCONI still owed CORAZON for the repairs for damages he caused. Although the check
6 from Bank of America, a copy of which is attached hereto as **Exhibit 12** and by this reference
7 incorporated herein, is dated 9/7/2012, the return address on the envelope, attached hereto as
8 **Exhibit 13** and by this reference incorporated herein shows that the check was mailed from
9 North Carolina and therefore could not have reached CORAZON in Reno by 9/7/2012, the date
10 FALCONI alleges he paid his rent for September.
11

12
13 Answering Paragraph 18, Defendant/Counterclaimant Admits a Summary Eviction
14 Proceeding was held on 9/12/2012 (Sparks Justice Court, Case No. #12-SEV-1032) wherein
15 CORAZON and FALCONI agreed the rent was paid as of that date, but FALCONI still
16 disputed the outstanding balance of One Hundred Five Dollars and Forty Cents (\$105.40) he
17 still owed in maintenance costs. CORAZON Denies the remaining allegations contained
18 therein. As CORAZON had received FALCONI'S rent check on 9/11/2012, the only reason
19 they were forced to appear at the Eviction Proceeding was to dispute FALCONI'S frivolous
20 and unmerited claim for Three Thousand Dollars (\$3,000.00) in damages. Due to FALCONI'S
21 uncivil behavior in the Eviction Proceeding the Judge required FALCONI to pay One Hundred
22 Five Dollars and Forty Cents to CORAZON by a date certain.
23
24

25
26 Answering Paragraph 19, Defendant/Counterclaimant Admits the allegations contained
27 therein. FALCONI obeyed the Judge's Order and paid the disputed amount to CORAZON
28 timely, then filed a Motion to Void the Judgment.

1 Answering Paragraph 20, Defendant/Counterclaimant Admits the allegations contained
2 therein.
3

4 Answering Paragraph 21, Defendant/Counterclaimant Admits the allegations contained
5 therein.
6

7 Answering Paragraph 22, Defendant/Counterclaimant Admits some of the allegations
8 contained therein and Denies the remaining allegations as set forth hereinabove.
9

10 Answering Paragraph 23, Defendant/Counterclaimant Admits the allegations contained
11 therein and alleges they conformed with all items set forth in the Lease Agreement.
12

13 Answering Paragraph 24, Defendant/Counterclaimant Admits maintaining a habitable
14 unit is the responsibility pursuant to the Nevada Revised Statutes, but alleges that, pursuant to
15 FALCONI'S Lease Agreement with CORAZON, he, the tenant is responsible for cleaning
16 and/or replacing the filter in the air conditioning unit, not the landlord.
17

18 Answering Paragraph 25, Defendant/Counterclaimant categorically Denies the
19 allegations contained therein. FALCONI signed the Lease Agreement with full awareness of
20 the provisions outlining his responsibilities and liabilities as the tenant, one of those being
21 cleaning and/or replacement of the a/c filter. All complaints made by FALCONI were
22 addressed timely by CORAZON and repairs were made immediately, even repairs CORAZON
23 was not legally responsible for. During FALCONI'S entire residence in THE UNIT, he was
24 served with only one (1) eviction notice that CORAZON rescinded when they received
25 FALCONI'S rent check, even though it was late.
26

27 Answering Paragraph 26, Defendant/Counterclaimant Denies the allegations contained
28 therein. CORAZON served FALCONI with a Notice of Unlawful Detainer for failure to pay
 rent timely. When the rent was received, even though late, CORAZON rescinded the eviction

1 notice.

2
3 Answering Paragraph 27, Defendant/Counterclaimant Denies the allegations contained
4 therein.

5 Answering Paragraph 28, Defendant/Counterclaimant Denies the allegations contained
6 therein.

7 Answering Paragraph 29, Defendant/Counterclaimant Denies the allegations contained
8 therein.

9
10 Answering Paragraph 30, Defendant/Counterclaimant Denies the allegations contained
11 therein. Only one (1) eviction notice was ever served on FALCONI by CORAZON and it was
12 not relative to any complaints by FALCONI or requests for maintenance or repairs. It was
13 solely for non-payment of rent for September, 2012, and was rescinded when the rent check
14 arrive d in the mail several days late.

15
16 Answering Paragraph 31, Defendant/Counterclaimant Denies the allegations contained
17 therein. FALCONI moved of his own volition, as there was no eviction notice in place when he
18 made the decision to vacate THE UNIT.

19
20 Answering Paragraph 32, Defendant/Counterclaimant Admits some of the allegations
21 contained therein and Denies the remaining allegations as set forth hereinabove.

22 Answering Paragraph 33, Defendant/Counterclaimant categorically Denies the
23 allegations contained therein.

24 Answering Paragraph 34, Defendant/Counterclaimant Admits some of the allegations
25 contained therein and Denies the remaining allegations as set forth hereinabove.

26
27 Answering Paragraph 35, Defendant/Counterclaimant Denies the allegations contained
28 therein. All repairs were made timely, even those repairs FALCONI was legally responsible for,

in advance of any payment by FALCONI.

Answering Paragraph 36, Defendant/Counterclaimant Denies the allegations contained therein.

COUNTERCLAIM

COMES NOW, Defendant/Counterclaimant, CHARLES CHINNICI for CORAZON
REAL ESTATE, in pro per and hereby files this Counterclaim against
Plaintiff/Counterdefendant, ALEXANDER M. FALCONI, in pro per, as follows:

I

That at all times CORAZON lived up to the terms set forth in the Lease Agreement signed by FALCONI on 10/26/2010.

II.

That at no time did CORAZON violate any of the terms of said Lease Agreement, nor did they violate any laws set forth in the Nevada Revised Statutes regarding landlord/tenant relations.

III.

That it is obvious from the tone of FALCONI'S Complaint and the nature of his allegations that he is a difficult and litigious tenant who is simply looking for a fast way to fraudulently obtain several thousand dollars to which he is not entitled, based on allegations that are frivolous and without merit. Further, FALCONI has simply re-printed his Counterclaim filed in Sparks Justice Court in response to CORAZON'S Complaint, and increased the amounts probably assuming this Court would never know what his original damage allegations were.

WHEREFORE, Defendant/Counterclaimant prays for judgment against the

1 Plaintiff/Counterdefendant as follows:


2
3 1. That Plaintiff take nothing by way of his Complaint on file herein, and that the
4 same be dismissed with prejudice;

5 2. That Defendant be awarded fees and costs for defending this Complaint, in
6 addition to Two Hundred Forty-five Dollars (\$245.00), loss of time from work to appear at
7 the Summary Eviction Proceeding, and Three Hundred Fifty Dollars (\$350.00), labor for
8 research and preparation of this Answer and Counterclaim.

9
10 3. For such other and further relief as to this Court deems just and proper in the
11 premises.

12 Pursuant to NRS 239B.030, the undersigned certifies that this document does not contain a Social Security number.

13 DATED this 10th day of October, 2012.

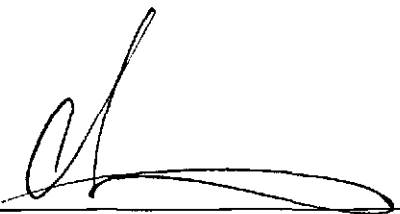
14
15
16 
17 CHARLES CHINNICI for
18 CORAZON REAL ESTATE
19 254 Vassar Street
20 Reno, Nevada 89502
21 (775) 826-1414
22 Defendant – In pro per
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VERIFICATION

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

CHARLES CHINNICI, your Affiant, under penalties of perjury being first duly sworn, deposes and says: That I am your Affiant in the above-entitled Answer and Counterclaim; that I have read the foregoing and know the contents thereof; that the same is true of my own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters I believe them to be true.

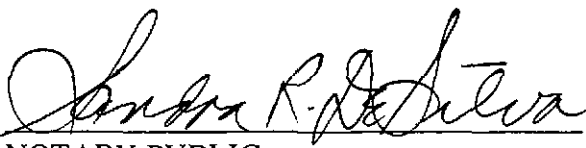


CHARLES CHINNICI

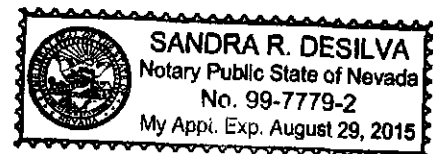
ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 10th day of October, 2012, personally appeared before me, the undersigned Notary Public, in and for the County of Washoe, State of Nevada, CHARLES CHINNICI, who proved to me to be the person whose name is subscribed to the above-entitled instrument, and who acknowledged that he executed the above instrument a free and voluntary act and deed for the uses and purposes therein.



NOTARY PUBLIC



CERTIFICATE OF SERVICE

I, CHARLES CHINNICI, certify that on the 12th day of October, 2012, I caused to be delivered by :

_____ MESSENGER SERVICE

_____ FASCIMILE to the following number: _____

XXXX__ U.S. MAIL

_____ CERTIFIED MAIL, RETURN RECEIPT REQUESTED

_____ FEDERAL EXPRESS or other overnight delivery

A true and correct copy of the within document: **ANSWER AND COUNTERCLAIM**, Case

#CV12-02385, addressed as follows:

ALEXANDER M. FALCONI
2142 Roundhouse Road
Sparks, Nevada 89431



CHARLES CHINNICI

LIST OF EXHIBITS

	# pages
1. Lease Agreement	13
2. Tenant Move-in/Move-out Checklist	3
3. Repair info re: stove	3
4. Repair info re: air conditioner	3
5. Letter re: Tenant's monies due	2
6. Pg 9, Tenant repairs responsibility	1
7. Repair order, air conditioner thermostat	1
8. Repair info re: toilet	4
9. Repair info re: towel rack	1
10. Letter & Notice re: non-payment of Rent	2
11. Affidavit of Betty Nazelrod	1
12. Tenant's bank draft	1
13. Tenant's envelope	1

CV12-02385 DC-9900039613-070
ALEXANDER FALCONI VS CORAZ 14 Pages
District Court 10/12/2012 01:04 PM
Washoe County 1137
CMO/TEN/C

EXHIBIT 1

EXHIBIT 1

Corazon Real Estate

...where the heart is.



RESIDENTIAL LEASE AGREEMENT

Received from, Alexander Falconi, hereinafter referred to as Tenant, the sum of \$475.00 (four hundred seventy five dollars) evidenced by money order as a deposit. Mark Goldstein, hereinafter referred to as Owner; or Owner's authorized agent, hereinafter referred to as Corazon; upon acceptance of this Agreement, will apply the deposit as listed below:

Total to move in	Actual received, date
\$495.00 Rent	
\$475.00 Deposit	460.00 M.O. 9/28/10 15. picked with Gold
\$20.00 Other	
\$970.00 Total	

Amount due on 10/26/2010 for prorated rent: \$99.00

Tenant offers to rent the premises commonly known as 2142 Roundhouse Rd.. situated in the City of Sparks, County of Washoe, State of Nevada, ZIP code 89431 upon the following terms and conditions:

TERM: The term shall commence on 10/26/2010 and continue until 6/30/2011 for a total rent of \$3,564.00. After the initial lease term, rental will continue on a month-to-month basis until either party terminates this Agreement by giving the other party **30 days written notice**. Under Nevada law Tenant is responsible for all rents due under the lease term shown in this paragraph. However, should tenant elect to terminate this lease prior to its expiration, they must deliver written notice 30 days in advance of vacating the premises to Owner, pay all rents due for that 30 day period plus an additional two months' rent during the first six months of the lease term, or one month additional rent after the first six months of the lease term, upon surrender of the property and keys at the office; as liquidated damages for early departure. **This payment shall be credited against rent owed for the time the property is vacant during the remaining lease term while Owner or Corazon is marketing the property for rent in good faith, and upon renting to a qualified new tenant, the balance of this payment after subtracting what is owed for the vacant period, shall be returned to Tenant at Tenant's last known address.** This does not mitigate responsibility for any additional funds due to restore property to rent-ready condition.

9/1/2010

PHYSICAL POSSESSION: Tenant may terminate this Agreement if possession is not delivered within 5 days of the commencement of the Term on Page 1. If Owner is unable to deliver possession of the premises at the commencement date on Page 1 of this Agreement, Owner shall not be liable for any damages incurred by Tenant or others. Tenant shall not be liable for any rent until possession is delivered.

RENT: Rent shall be \$495.00 per month, due and payable on or before the 1st day of each month. Corazon may make written demand for payment on any day after the 1st day of the month. Rent shall be payable to ☐ Owner ☒ Corazon, delivered by mail to **Corazon Real Estate, P O Box 20790, Reno NV 89515-0790**; or personally or overnight to **254 Vassar St. Reno, NV 89502**, or to any such other location as may be designated in writing by Owner or Corazon. Payments may be made in person Monday through Friday 9:00am to 5:00pm, or Saturdays 10:00am to 4:00pm, excluding holidays, and must be made money order or cashier's check. **Corazon Real Estate has a "no-cash" policy for your security and ours.** Personal checks ☒ may ☐ may not be accepted from Tenant or from others on Tenant's behalf. In the event rent is not received in full **within 3 days** after due date, a **10% late fee** on any balance owing will apply. Tenant further agrees to pay \$25.00 for each dishonored bank check. If for any reason a personal check is not honored by the bank or the rental agreement is in any way breached, including making and honoring a payment arrangement, Owner and Owner's Agent shall no longer accept personal checks. All late fees and returned check fees shall be considered additional rent. All prorations shall be based on a 30-day month. When the term is month to month, Tenant shall be responsible for at least 30 days' rent from the date written notice to vacate is received by Owner or Corazon regardless of the date of termination of Tenant's possession, unless Owner or Corazon gives written notice otherwise.

RENT DEFINED: For the purposes of this Agreement, Rent is defined as any and all monies due Owner by Tenant, including but not limited to outstanding and unpaid security deposits, utility reimbursements, charges for repairs and upkeep for which Tenant is responsible as per this Agreement; late fees, and attorney/legal fees incurred in the event action is brought by Owner to collect any sum due from Tenant, including but not limited to costs of filing and serving evictions. All sums paid by Tenant shall be applied to the oldest unpaid charges first and then to current rents due.

SECURITY DEPOSIT: The security deposit shall secure the performance of Tenant's obligations. Owner may, but will not be obligated to apply all portions of said deposit to account of Tenant's obligations. Any balance remaining will be returned to Tenant, together with an accounting of any disbursements, no later than 30 days after possession of the property is returned to the Owner or Corazon. **Tenant shall not have the right to apply the security deposit to payment of last month's rent.** No interest will be paid to Tenant on behalf of the security deposit, unless required by local ordinance.

UTILITIES: Tenant is responsible for the payment of all utilities and services that are marked "T;" those marked "O" are to be paid by Owner: T Electricity; T Gas; T Water;

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T Garbage; T Sewer; N/A Oil; T Telephone; T Cable; T Other none. Transfer of utilities to Tenant's name, if applicable, must be completed on or before **10/26/2010**. Tenant agrees to pay costs for utilities paid by Owner during Tenant's occupancy should those utilities be the Tenant's responsibility as per this Agreement. Any outstanding utility amount shall be considered rent.

COLLECTIONS: If the Tenant owes a balance over and above the security deposit, the Tenant shall have **14 calendar days** from the date of written demand made to Tenant's last known address, to pay the balance in full or make payment arrangements on the balance to avoid collections and/or legal action. If the Tenant fails to pay the balance or make arrangements to pay the balance and the Tenant's account goes to collections, an additional 30% of the balance owed will be added to the Tenant's account to cover collection and/or legal costs, regardless of whether Tenant still occupies the property.

EVICTIION: Nonpayment evictions may be filed the first working day after the first of the month, and all costs of filing and service of evictions to enforce any and all provisions of this agreement shall be added to rents payable by Tenant. This shall be done even if Tenant has made arrangements for deferred payments with management. Tenant is subject to eviction for violation of any of the terms of this agreement or its addenda or any rules added in the future, as well as for any violations of law or code of any municipality with jurisdiction over the subject property.

USE AND MULTIPLE OCCUPANTS: It is understood that this Agreement is between the Owner and each signor jointly and severally and each will be responsible for timely payment of rent and performance of all provisions of this Agreement. Occupants shall be limited to those who are registered herein, and consist of TWO persons. Premises are to be used as a residence only, and may not be used for any business purpose. Tenant may not sublet or assign this Agreement without the written consent of the Owner. Tenant shall not allow any illegal activity in, or any other person to live on the premises. Allowing guests to stay more than seven days in a calendar year without written consent of the Owner or Corazon is a violation of this Agreement, and Tenant will be charged \$25.00 per day additional rent per person, and shall be subject to possible eviction. Tenant shall not commit any waste upon the premises or any nuisance or act which may disturb the quiet enjoyment of any neighbors.

ENTRY AND INSPECTION: Owner and Corazon shall have the right to enter the premises without notice in the case of an emergency or when Tenant has abandoned or surrendered the premises. With at least 24 hours prior notice to Tenant, Owner and Corazon may enter the premises to make necessary repairs or perform work agreed upon by both parties; or show the premises to prospective buyers, lenders, tenants, or contractors during normal business hours. Tenant agrees that any missed appointment agreed to by both parties will result in a \$35.00 charge to Tenant's account as additional rent.

NOTICES: Any notice which either party may give or is required to give, may be given personally or by mailing the same, postage prepaid, to Tenant at the premises or to

9 / 2010

Owner or Corazon at the address shown on Page 1 of this Agreement, or at any such other places as may be designated in writing by the parties. Notice will be deemed effective upon receipt of notice, or the minimum time period as allowed by Nevada law.

ANIMALS: Animals other than registered assistance animals will not be allowed without written agreement by the Owner included herein. Animals will require an additional 0 to be added to the combined deposit amount described in paragraph 1, page 1, and will be limited to the following: **NO PETS**. Any violation of this clause is subject to a fine of \$15.00 per day per animal. This is a retroactive fine that may be assessed from the first date the violation is documented. Any tenant having an animal is solely responsible for any damage or injury to property or persons caused by said animal. The charge for labor to clean up feces or urine shall be \$50.00 per hour with a one hour minimum.

RULES: Tenant agrees to abide by any and all rules and regulations including, but not limited to: addenda to this agreement, any homeowner's association rules related to the premises, rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas; further, Tenant agrees to abide by all amendments or additions upon notification, as well as any rules or obligations of any associated insurance providers. Tenant at the time of execution of this agreement acknowledges that he has notice of all existing rules and regulations pertaining to the premises.

DEFAULT: If Tenant fails to pay rent when due, or fails to perform any provision of this Agreement, written notice of such default will be given in the manner required by law. The Owner or Owners agent, at his or her option, may terminate all rights of Tenant, unless Tenant, within said time, cures such default. If Tenant abandons or vacates the property while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may secure and store property for 30 days from the date of vacancy or abandonment, or any other manner allowed by law. In the event Owner or Owner's agent reasonably believes that such abandoned property has no value, it may be discarded.

In the event of a default by Tenant, Owner or Owner's agent may elect to:

- (a) continue the lease in effect and enforce all his rights and remedies, including the right to recover the rent as it becomes due; or
- (b) at any time, terminate all of Tenant's rights and recover from Tenant all damages he or she may incur by reason of the breach of the lease, including the cost of recovering the premises, and including any outstanding balance due at the time of such termination, and all costs for tenant-caused damages, or at the time of an award if suit be instituted to enforce this provision, and unpaid rent for the balance of the lease term or until premises are re-rented.

MOVE-IN CHECKLIST AND INVENTORY: Any furnishings, equipment and/or appliances to be provided by the Owner shall be listed in a special inventory. The inventory shall be signed by both Tenant and Owner or Corazon concurrently with this lease. A written inspection sheet shall be provided to Tenant upon Tenant's taking

possession of the property, to be returned to the office within five (5) days, unless a representative of Corazon conducts a move-in inspection with Tenant. Property shall be deemed to be in perfect condition unless otherwise noted. The inspection sheet is used to document the condition of the property at the time Tenant takes possession, is neither a work order nor a promise to make any or all repairs of items listed on the document. Upon vacating Tenant will be responsible for the condition of the premises in accordance with the signed inspection sheet, normal wear excepted. Tenant shall leave the premises in a neat and clean condition and understands that cleaning is unrelated to normal wear.

APPLIANCES: This property is furnished with the following appliances:

Refrigerator SN: Ownersupplied
Range/stove SN: Ownersupplied
Disposal SN: Ownersupplied
Microwave SN: Tenantsupplied
Dishwasher SN: Ownersupplied
Washer SN: Ownersupplied
Dryer SN: Ownersupplied
Other: None.

YARD CARE: ~~9/20/2010~~ Tenant agrees to water, weed, cut the lawn and give such care as necessary to keep the lawn, gardens and landscaping in a condition at least as good as when Tenant first took occupancy. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, if they are for the Tenant's exclusive use. If Tenant fails to maintain grounds to Owner's satisfaction, Owner or Corazon shall hire yard service and charge the cost to Tenant. Tenant agrees to pay for professional yard care services as per the attached "Yard Care Addendum."

MAINTENANCE, REPAIRS OR ALTERATIONS: Except as specifically authorized by law, no repairs, alterations, or painting of any kind to the premises shall be made without consent of the Owner. Tenant shall report any defect or natural wear pertaining to plumbing, wiring, or workmanship on the premises **in writing** at once. Tenant will keep the premises in a safe, clean and sanitary condition at all times and will immediately notify Owner or Corazon of any damage to the premises, its contents, or any inoperable equipment or appliances. Owner has the right to repair, replace or remove any equipment or appliances that are no longer in good working order. Tenant shall be responsible for any damage caused by Tenant or his or her family, invitees and guests.

DAMAGES TO PREMISES: If the premises becomes uninhabitable due to damage by fire or any other cause, either party will have the right to terminate this Agreement as of the date which the damage occurs. Written notice of termination shall be given to the other party **within ten (10) days** after the occurrence of such damage. Only the Owner will have the right to terminate if such damage or destruction is the result of the Tenants' negligence, his or her invitees or guests. Should the right to terminate be exercised by either Owner or Tenant, rent for the current month will be prorated between the parties as of the date damage occurred.

INDEMNIFICATION: Tenant agrees to hold Owner and Corazon harmless from any claims for damages, no matter how caused, except for injury or damages caused by negligence or willful misconduct of Owner, his or her agents or employees. Tenant agrees to be financially responsible, and to hold Owner and Corazon harmless from any claims for damages caused by the acts or omissions of the Tenant, his guests, or his animals. Owner and Corazon will not be liable for any damage or injury to Tenant, any property, or any other person, occurring on the premises, or in common areas, unless such damage is the legal result of the negligence or willful misconduct of Owner, his or her agents or employees.

ABANDONMENT: Tenant's absence from the premises for **five (5) calendar days** without written notice to Owner or Corazon, while all or any portion of the rent is unpaid, shall be deemed an abandonment of said premises, as will any notification by providers that utilities have been stopped. When the premises are deemed to be abandoned, any property left on the premises shall be considered rubbish and may be disposed of by Owner or Corazon.

ATTORNEY'S FEES: In any action or proceeding involving a dispute between Tenant and Owner or Corazon, arising out of the execution of this Agreement, and whether or not brought to trial or final judgment, the prevailing party will be entitled to receive from the other party a reasonable attorney fee, expert witness fees, and costs to be determined by the court or arbitrator(s).

TIME: Time is of the essence of this Agreement.

WAIVER: Failure of the Owner to enforce any provision of this Agreement shall not be deemed a waiver. The acceptance of rent by Owner or Corazon, will not waive his or her right to enforce any provision of this Agreement. The acceptance of a partial payment of rent shall not void an eviction proceeding that is already in force.

FAIR HOUSING: Owner and Tenant understand that state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, color, religion, sex, marital status, national origin, ancestry, familial status, source of income, age, mental or physical disability.

9/1/2010

NAMES OF PERSONS TO BE RESIDING IN THE PROPERTY:

Alexander Michael Falconi


Armando Falconi

ENTIRE AGREEMENT: The foregoing constitutes the entire Agreement between the parties and may be modified in writing signed by all parties, or as allowed by Nevada law. The following addenda, if checked, have been made a part of this Agreement before the parties' execution:

- ☒ **Renter's Insurance Addendum**
- ☒ **Residence Rules**
- ☒ **Duties Owed by Nevada Real Estate Licensee**
- ☒ **Move-in Checklist**
- ☐ **Lead-Based Paint Disclosure and booklet**
- ☐ **Yard Care Addendum**
- ☒ **Utilities Addendum**
- ☒ **Additional Terms and Conditions**
- ☐ **Pet Agreement**
- ☐ **Online/Auto-Debit Payment**
- ☐ **HOA Rules and Regulations for No HOA,**
- ☒ **Inventory Checklist**

c/o Corazon Real Estate, 254 Vassar Street

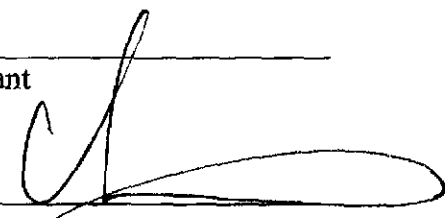
Mail to: P O Box 20790
Reno, NV 89515-0790
(775) 826-1414



Tenant

9/28/2010

Date

Tenant


Agent

Date

9/28/10

Date

9/20/10

Date

RENTER'S INSURANCE ADDENDUM

2142 Roundhouse Rd., Spark, Nevada 89431

Owner/Management Company advises all Residents to get renters insurance for their personal property, personal injuries occurring in their apartment, and/or other damages that may occur. According to the terms of the Rental Agreement, Owner/Management Company is in no way responsible for damage to Residents' personal property, and our insurance does not cover the personal property and belongings of Residents.

Renter's insurance provides you with coverage for loss, damage, or destruction of your property. It also provides coverage for additional living expenses you may incur if the apartment becomes uninhabitable. Such insurance can also protect you from any liability claims resulting from your own activities. For example, if your negligence causes a fire, you may be held responsible for the damage of the property of others, including Owner's property. Similarly, if a guest were to have an accident in your apartment, you could be personally responsible for the guest's injuries.

We strongly encourage all Residents to purchase this inexpensive form of protection. Consult with an insurance agent to review your personal needs.

RESIDENCE RULES

2142 Roundhouse, Sparks, Nevada 89431

1. **HOURS OF OPERATION:** Corazon Real Estate office hours are from 9:00am to 5:00pm Monday through Friday and 10:00am to 4:00pm on Saturdays, and you are welcome to call, fax, e-mail, or contact us from our website at www.CorazonRealEstate.com any time. Emergencies are fire, flood or break-in. In each case you are expected to contact the fire department or police first, then to call the office number (775) 826-1414 to report the problem. Any and all **non-emergency** problems with the unit shall be reported to the office, in writing, dated and signed by tenant.
2. All motorcycles, mini-bikes, mopeds, etc., must be registered with the office and parked in prescribed areas. Tenant shall not allow rubbish, garbage, trash, inoperable or unlicensed cars or other vehicles, such as boats or motorcycles; or any other waste to collect or be stored on the premises. **No auto repairs onsite.** Tenant agrees to take or cooperate with any action necessary to comply with notices by the City, County or State, including but not limited to Code Enforcement and Fire Department; as well as by agents of Owner not party to this agreement, including but not limited to insurance companies.
3. It is a misdemeanor to commit or maintain a public nuisance or to allow any building or boat to be used for a public nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty of a misdemeanor. Summary NRS 202.470
 - a. A public nuisance may be reported to the local sheriff's department. A violation of building, health or safety codes or regulations may be reported to the responsible government entity in your local area such as the code enforcement division of the county/city government or the local health or building departments.
4. Tenant is responsible (at his expense) for maintenance items such as the following: Stoppage of commodes due to foreign object insertion (i.e. baby wipes, tampons, excessive tissue; regardless of "flushable" designation), clogging of drains from excessive grease, hair, etc., damage to appliances from misuse, clogging or stoppage of furnace from failure to clean or replace filter. Broken windows, regardless of the cause, replacing burned out light bulbs, replacement of broken light fixtures, replacement of broken vanity mirrors, shower doors, closet doors, damage to cabinet doors, or drawers, and minor plumbing items such as dripping faucets, or any other item caused by Tenant's negligence or misuse. Tenant is responsible for, and agrees to pay for any damage done by wind or rain caused by leaving windows or doors open.
5. All Tenants shall conduct themselves in a quiet and orderly fashion to allow peace and quiet for all other Tenants. Repeated complaints in regard to any resident or

guest, involving damage, noise or disruptive behavior, shall result in the eviction of the disruptive Tenant. Tenants shall be responsible for any damage or disruption caused by their children, guests or animals. Tenant shall not allow any person to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure, personal property of owner, dwelling unit facilities, equipment or appurtenances thereof. Due to the limitations of capacity created by construction and infrastructure standards, maximum occupancy for a one-bedroom unit shall be two adults and one child, and maximum occupancy for a two-bedroom unit shall be two adults and three children, or four adults.

6. Owners and property managers are not responsible for loss or damage to your personal property. Lock apartment and cars at all times, and get your own contents insurance. A LOCK-OUT IS NOT AN EMERGENCY. It is your responsibility to have your own set of keys when leaving your unit. Under no circumstances shall Tenant destroy property in an effort to gain entry into the unit. Tenant must call a locksmith to unlock the unit and is responsible for the bill. Tenant shall not change locks without permission from the Owner, and copies of keys shall be provided to the Owner within twenty-four (24) hours in the event of a lock change. Should Owner discover that an unauthorized lock change has occurred, Owner may cause duplicate keys to be made onsite and charge Tenant for the locksmith service.
7. Painting and wallpapering shall not be done by Tenant without written authorization of Owner or Corazon. Please check with management prior to washing your walls, as some surfaces in your unit are not washable. Owner or Corazon must approve any planned alterations that will affect the unit's outward appearance, such as installing your own drapes. Foil is not allowed in windows under any circumstances, nor on stove burners, as this may be an electrical hazard. Tenant shall not hang anything on the balcony, fences or patios. No balcony or patio enclosures, structures or installations of any kind will be allowed, such as blinds or sunscreens. Any accessory, such as towel bars, coat hooks or built-in closets may not be installed without Owner's or Corazon's approval, and once installed, may not be removed even when the unit is vacated. Small nails and screws are permissible for the hanging of pictures, etc.; though this will not excuse Tenant from repair costs. Tape or adhesive hangers may damage walls and doors and Tenant will be required to pay for this damage.
8. Discovery of an unregistered animal in any unit shall result in charges as described starting on page 4 of the rental agreement, and the eviction of the Tenant. THERE WILL BE NO EXCEPTIONS. Tenant shall be responsible for any damage caused by their animals. Should any animal cause bodily injury to any person on the property, Tenant shall be evicted as a nuisance. Animal Control will be called to pick up any stray animals. All animals must be on a leash at all times when outside of the unit and Tenant will clean up animal feces immediately. Any Tenant who allows animal feces to remain will be subject to immediate eviction.

9. All trash shall be placed in closed plastic bags before being deposited in dumpster or bin. You are to break down all cardboard boxes prior to putting them in the dumpster or bin. Trash must be carried to and placed within the trash receptacle. Throwing bags or trash, or dropping trash from windows, balconies, or otherwise disposing of trash in a manner deemed unacceptable by Owner or Corazon, may be grounds for eviction.
10. Furnace and water heater closets are not storage areas. Do not use them for this purpose as this is a fire hazard. Barbecues are not to be used within 30 feet of the property.
11. PLEASE LEAVE LAUNDRY ROOMS CLEAN AFTER USE. Be careful to not overload the laundry machines, and distribute loads evenly, so the machines operate properly. Any equipment damage caused by a Tenant's carelessness will be repaired at the Tenant's expense, and may result in eviction. Check with the manager before trying to wash such heavy articles as bedspreads or throw rugs. Damaged laundry is usually a result of overloaded equipment. The management is not responsible for lost or stolen articles. Tenant shall be held responsible for damage to laundry rooms or any other common areas.
12. Owner or Corazon shall not prohibit Tenant from engaging in the display of the flag of the United States within such physical portion of the premises as Tenant has a right to occupy and use exclusively. Summary NRS 118A.325
13. Waterbeds shall be allowed only with prior written consent of Owner, and only on the ground floor, and in addition, Tenant shall supply Owner with a "Waterbed Insurance Policy" prior to filling any waterbed. Tenant is responsible for water damage or any other damage caused by waterbeds.
 - ☐ Tenant has one or more waterbeds
 - ☐ Tenant has provided evidence of insurance for waterbeds

UTILITY ADDENDUM

The following is a list of utility providers and details the responsibilities of Owner and Tenant as regards utilities provided for the property located at:

2142 Roundhouse Rd, Sparks, NV 89431:

Utilities	Provider's Phone number	Paid by Owner	Tenant Responsibilities	
			Paid by Tenant	Billed to Tenant
Truckee Meadows Water	834-8080	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sierra Pacific Gas Electric	834-4444	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
City of Reno Sewer	334-2095	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
City of Sparks Sewer	353-2360	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Washoe County Water Sewer	954-4601	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Waste Management	329-8822	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Oil (Payer chooses co.)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Propane (Payer chooses co.)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Any utilities still in Owner's name, that are to be put in Tenant's name, will be shut off on this date:</i>			10/26/2010	

Additional Terms and Conditions: Tenant agrees to return walk through inspection by 11/7/2010. If walk through is not returned to the office by this date it is deemed the property is in good condition with no repairs needed. Tenant agrees to pay sewer in the amount of \$28.00 monthly and trash in the amount of \$16.00 monthly, due on the 1st of each month.

9 / 2010

Corazon Real Estate

...where the heart is.




HOLDING FEE AGREEMENT

Received from, Alexander Falconi, hereinafter referred to as Prospect, the sum of \$475.00 (four hundred seventy five dollars) evidenced by Money Order as a holding fee ("Fee"). With the Fee as consideration, Mark Goldstein, hereinafter referred to as Owner; or Owner's authorized agent, hereinafter referred to as Corazon; agree to reserve the premises ("Premises") commonly known as 2142 Roundhouse Rd situated in the City of Sparks, County of Washoe, State of Nevada, ZIP code 89431.

If Prospect does not take possession of Premises on or before 10/26/2010 through no fault of Owner or Corazon, Owner shall be entitled to 100% of the Fee as compensation for liquidated damages due to lost marketing time, miscellaneous expenses of vacancy, and/or lost rents as a consequence of reserving the Premises for Prospect.

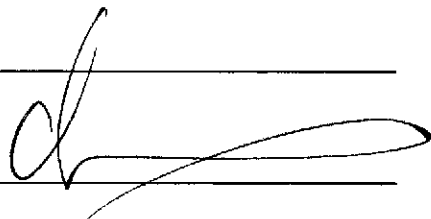
At the time Prospect takes possession of the Premises as per terms of a Residential Lease Agreement, the Fee shall be credited toward the total amount payable to take possession of the Premises.



Lessee

9/28/2010

Date

Lessee


Agent

Date
9/28/10

Date



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-X2 SMPTENR

EXHIBIT 2

EXHIBIT 2

ORIGINAL

From: Alexander Falconi (Tenant)
2142 Roundhouse Rd., Sparks, NV 89431

To: Corazon Real Estate (Landlord)
Copy and notice by facsimile: (775) 826-1415
Original signatures by mail: 254 Vassar Street, Reno, NV 89515

P.O. Box 27710 Reno, NV 89515

I hereby submit my Tenant's Move In and Out Checklist. With a few minor exceptions, the premises are in great condition.

1. ESSENTIAL SERVICES (48 hour notice)

Pilot light appears to be out—found sticky note stating as such. This was already noticed and appears to be on its way to quick resolution.

2. REQUIREMENT TO MAINTAIN (14-day notice)

Tub plug is damaged and in need of replacement.

Toilet plug appears defective—sticks and causes water to run endlessly.

Laundry room doors are damaged. Some effort appears to have occurred to previously "jimmy rig" the door to stay in place using tile pieces. This would take great effort to maintain as the slightest jostle dislodges the doors.

I work regular business hours every day so I hereby authorize repairs to be conducted without my presence.

A most sincere thanks,



Alexander Falconi
Tenant

W.O.#
2065
10/29/2010

TENANT'S MOVE IN AND OUT CHECK LIST

Tenant acknowledge that video and or photos have been taken of the premises condition prior to tenancy.



Tenant Name(s): Alexander Falconi

Address & Apt. No.: 2142 Roundhouse Rd. City: Sparks State: NV Zip: 89431

Move-in Date: 10/26/2010 Inspection Date: 10/28/2010 Inspected By: Alex Falconi, J. Michael Boer

Move-Out Date: _____ Inspection Date: _____ Inspected By: _____

Unless otherwise noted, the premises are clean, in good working order and undamaged.

Good Condition: GC
Fair Condition: FC

Poor Condition: PC
Brand New: BN

Broken: B
No Damage: ND

Repairs Needed: RN
Painting Needed: PN

LIVING ROOM	Move-In	Move-Out	Initials
FLOOR	GC		
WALLS	GC		
CEILING	GC		
DOORS	GC		
WINDOWS	GC		
SCREENS	GC		
SHADES	GC		
CLOSET	GC		
FFHC FIXTURES	GC		
LIGHT BULBS	GC		

KITCHEN

FLOORS	FC		
WALLS	GC		
CEILING	GC		
DOORS	—		
WINDOWS	GC		
CURTAIN	GC		
SCREENS	GC		
CABINETS	FC		
DRAWERS	FC		
SINK/FAUCET	GC		
SINK AREA	GC		
COUNTERS	GC		
FAN/LIGHT	FC		
ELEC FIXTURES	GC		
LIGHT BULBS	GC		

REFRIGERATOR

INSIDE	FC		
OUTSIDE	FC		
LIGHT	GC		

STOVE/OVEN

STOVE (OUTSIDE)	GC		
BURNERS	GC		
VENT	GC		
TIMER/CONTROLS	GC		
OVEN SURFACES	GC		
ROASTER	GC		
LIGHT	GC		
OVEN RACKS	GC		
DRIP PANS	GC-3		

DISHWASHER	Move-In	Move-Out	Initials
INSIDE	FC		
OUTSIDE	FC		
CONTROLS	PC		

BATH #1

FLOORS	FC		
WALLS	GC		
CEILING	GC		
DOORS	GC		
CABINETS	FC		
DRAWERS	FC		
SINK/FAUCET	FC		
SHELVES	FC		
MIRROR	GC		
TUB/SHOWLR	GC NR		
CAULKING	GC		
COUNTER TOPS	GC		
FAN	GC		
BOWL/SEAT	GC NR		
TOWEL RACKS	GC		
WINDOW	—		
ELEC FIXTURES	GC		
LIGHT BULBS	GC		

BATH #2

FLOORS			
WALLS			
CEILING			
DOORS			
CABINETS			
DRAWERS			
SINK/FAUCET			
SHELVES			
MIRROR			
TUB/SHOWER			
CAULKING			
COUNTER TOPS			
FAN			
BOWL/SEAT			
TOWEL RACKS			
WINDOW			
ELEC FIXTURES			
LIGHT BULBS			

BEDROOM #1	Move-In	Move-Out	Intitals
FLOOR	GC		
WALLS	GC		
CEILING	GC		
DOORS	N/A		
WINDOWS	GC		
SCREENS	GC		
CLOSET			
SHADES/BLINDS	GC		
ELEC FIXTURES	GC		
LIGHT BULBS	GC		

BEDROOM #2	Move-In	Move-Out	Intitals
FLOOR			
WALLS			
CEILING			
DOORS			
WINDOWS			
SCREENS			
CLOSET			
SHADES/BLINDS			
ELEC FIXTURES			
LIGHT BULBS			

BEDROOM #3	Move-In	Move-Out	Intitals
FLOOR			
WALLS			
CEILING			
DOORS			
WINDOWS			
SCREENS			
CLOSET			
SHADES/BLINDS			
ELEC FIXTURES			
LIGHT BULBS			

HALL/STAIRS/ENTRY	Move-In	Move-Out	Intitals
WALLS	GC		
CEILING	GC		
DRAPE/BLINDS			
CLOSET	GC		
DOORS	GC		
FLOOR	GC		
WINDOWS			
SCREENS			
ELEC FIXTURES	GC		
LIGHT BULBS	GC		

DINING ROOM	Move-In	Move-Out	Intitals
WINDOWS			
SCREENS			
ELEC FIXTURES			
FLOORS			

FRONT PORCH	Move-In	Move-Out	Intitals
ELEC FIXTURES	GC		
LIGHT BULBS	GC		

BACK PORCH	Move-In	Move-Out	Intitals
ELEC FIXTURES			
LIGHT BULBS			

SERVICE PORCH	Move-In	Move-Out	Intitals
WALLS			
CEILING			
CLOSET/CABINETS			
WINDOWS			
SHADES/BLINDS			
SCREENS			
FLOOR			
DOOR			
ELEC FIXTURES			
LIGHT BULBS			

GARAGE /CARPORT	Move-In	Move-Out	Intitals
ELEC FIXTURES			
LIGHT BULBS			
DOOR			

MECHANICAL	Move-In	Move-Out	Intitals
HOT WATER HEATER	GC		
SMOKE DETECTOR	GC		
THERMISTAT	GC		
FURNACE	GC NA		
AIR CONDITIONER	GC		
AIR COND. FILTER	FC		
NO. OF KEYS	1		
FRONT DOOR	GC		
LAUNDRY ROOM	B RN		
MAIL BOX	FC		

I/We the tenant(s) agree that unless otherwise noted, all discrepancies and damages will be tenant's responsibility and will be deducted from the security deposit at time of move out.

Date: 9/28/2010 [Signature]
 Tenant's Signature

Date: _____
 Tenant's Signature

Date: _____
 Tenant's Signature

Date: _____
 Tenant's Signature

Date: _____
 Landlord/Agent Signature

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DC-9900039613-072
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EXHIBIT 3

EXHIBIT 3

Recepcionista

From: Information <info@corazonrealestate.com>
Sent: Monday, December 05, 2011 1:27 PM
To: 'Angela Baker'
Subject: 2142 Roundhouse Rd. - Maintenance

Stove - Two burners not working and one more only heats up a little bit

Alex - 775-291-9139

Corazon Real Estate
254 Vassar Street - visit
P O Box 20790 - mail
Reno, NV 89515-0790
Ph: 775-826-1414
Fx: 775-826-1415
www.CorazonRealEstate.com
info@CorazonRealEstate.com


Work Order
#3763
[Help](#)[SEARCH TAG](#)[New](#)[Reopen Work Order](#)[Mail Merge](#)[Email Tenant](#)Location GOLDSTEIN 2142ROUNDHOLease Falconi, A

Source None

Status Closed

Requested By (Tenant) Alexander Falconi - (775) 391-9139

Search Tag

Managed By Angela Schlater

Maintenance Notice

Type Service Request

Last Modified By aschlater - 12/05/2011 2:23 PM

Category General Maintenance

Age 308 day(s)

Priority Med

Date Created 12/05/2011

Authorization to Enter No

Start Date 12/05/2011

Estimated Time (Hours) 0.0

Scheduled End Date

Estimated / Actual Cost / Invoiced ② \$0.00 / \$0.00 / \$0.00

Date Completed 02/06/2012

Specific Location

Description

Stove - Two burners not working and one more only heats up a little bit

Required Materials

Closing Comments

Custom Fields

CONTACT INFORMATION Alex - 775-291-9139

Special instructions

Assets

No Assets

Approval

Approved Yes

Approved By Angela Schlater

Approved Date 12/05/2011

Comment

Assigned Vendors

Name	Address	Phone	Other Phone	Fax	Email	Action
<u>Black and White Appliance</u>	145 Oregon Blvd Reno, NV 89506	(775) 846-9912				Del

[Attach Vendor](#)
[Conversations \(0\)](#) | [Tasks \(0\)](#) | [Expenses \(0\)](#) | [Time Tracking \(0\)](#) | [Notes&Docs\(0\)](#) | [Audit](#)
Start a Conversation with: **My Management Team** All Propertyware users with access to this work order

Write a comment...

[Share](#)

Black & White
395 S. Wells
Reno NV

914469

NAME Corazon Real Estate		SHIP TO	
ADDRESS		ADDRESS 7142 Roundhouse	
CITY, STATE, ZIP		CITY, STATE, ZIP Sparks	
ORDER NO. 3763	TERMS	DATE 12-9-11	
WHEN SHIP	HOW SHIP	SALESPERSON	
QUANTITY	DESCRIPTION	PRICE	AMOUNT
2	Burner Blocks-Lg	12 ⁰⁰	24 ⁰⁰
2	lg Burners	29 ⁰⁰	58 ⁰⁰
	TAX		6.35
12-6	Service Call 400-530 Tenant rat home		25 ⁰⁰
12-9	Service Call Burners out 1/2 hr labor		60 ⁰⁰
			25 ⁰⁰
			208 ³⁵
BACK CHARGED TO TENANT \$25 for NO show Date: 1/6/12			
BUYER			

A-58035803
T-495044510

KEEP THIS SLIP FOR REFERENCE



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ALEXANDER FALCONI VS CORAZO 4 Pages
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Washoe County 1137
TXA SMARTENC

EXHIBIT 4

EXHIBIT 4

Recepcionista

From: Information <info@corazonrealestate.com>
Sent: Thursday, June 23, 2011 11:56 AM
To: 'trusty@corazonrealestate.com'
Subject: 2142 Roundhouse Rd

AC not blowing cold air. Swamp cooling, it is running but air is not cold.
Alexander Falconi

Corazon Real Estate
254 Vassar Street
P O Box 20790
Reno, NV 89515-0790
Ph: 775-826-1414
Fx: 775-826-1415
www.CorazonRealEstate.com

Work Order

#5292

[Help](#)[SEARCH TAG](#)[New](#)[Reopen Work Order](#)[Mail Merge](#)[Email Tenant](#)Location GOLDSTEIN 2142ROUNDHOLease Falconi, A

Source None

Status Closed

Requested By (Tenant) Alexander Falconi - (775) 391-9139

Search Tag

Managed By Angela Schiater

Maintenance Notice

Type Service Request

Last Modified By aschiate - 07/05/2012 3:08 PM

Category General Maintenance

Age 95 day(s)

Priority Med

Date Created 07/05/2012

Authorization to Enter No

Start Date 07/05/2012

Estimated Time (Hours) 0.0

Scheduled End Date

Estimated / Actual Cost /
Invoiced  \$0.00 / \$0.00 / \$0.00

Date Completed 07/17/2012

Specific Location

Description Alexander called in, AC not cooling. 391-9139

Required Materials

Closing Comments

Custom Fields

CONTACT INFORMATION contact the tenant for an appointment

Special instructions

Assets

No Assets

Approval


Approved Yes

Approved By Angela Schiater

Approved Date 07/05/2012

Comment

Assigned Vendors

Name	Address	Phone	Other Phone	Fax	Email	Action
 <u>Wileys Plumbing and Heating</u>	P.O. Box 19001 Reno, Nevada 89511	(775) 851-7114		(775) 826-7115	van@wileysreno.com	Del

[Attach Vendor](#)
[Conversations \(0\)](#) | [Tasks \(0\)](#) | [Expenses \(0\)](#) | [Time Tracking \(0\)](#) | [Notes&Docs\(0\)](#) | [Audit](#)
Start a Conversation with **My Management Team**  All Propertyware users with access to this work order[Share](#)

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District Court
Washington County
10/12/2012 01:04 PM
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EXHIBIT 5

EXHIBIT 5



CORAZON
Real Estate

...where the heart is

July 18, 2012

Alexander Falconi
2142 Roundhouse Road
Sparks, NV 89431

Re: Bill Reimbursement

Dear Tenants:

Attached is a copy of a bill that is your responsibility. \$100.50 has been charged to your account and you now have a total past due in the amount of **\$125.48**. Please pay as soon as possible to avoid further fines and/or eviction notices.

Contact us with any questions at 775-826-1415.

Respectfully,

A handwritten signature in cursive script, appearing to read "Alicia A. Trusty".

Alicia A. Trusty
Broker Salesperson, Property Manager
Corazon Real Estate

Cc: Tenant File

254 Vassar Street/PO Box 20790 – Reno, Nevada 89515-0790

Phone (775)826-1414, Fax (775)826-1415

www.CorazonRealEstate.com

V2.73

7753

BILL TO

CORAZON REAL ESTATE
POB 20790
RENO NV 89515

(ANGELA)

NAME ALEXANDER		DATE 7/6/12	
STREET 2142 ROUND HOUSE		CITY RENO	
PHONE (HOME) 391-9139	PHONE (WORK)	SCHED TIME	AM PM
TECHNICIAN Sully			
WORK TO BE PERFORMED			

CONDENSING UNIT	QTY.	TYPE/DISPOSITION
<input type="checkbox"/> RECOVERED		
<input type="checkbox"/> RECYCLED		
<input type="checkbox"/> RECLAIMED		
<input type="checkbox"/> RETURNED		
<input type="checkbox"/> DISPOSAL		
<input type="checkbox"/> DISMANTLED		
<input type="checkbox"/> CHANGED OUT/REPLACED		
TOTAL \$		

UNIT	UNIT
MAKE	MAKE
MODEL	MODEL
SERIAL NUMBER	SERIAL NUMBER

CONDENSING UNIT	FURNACE/ELEC. HTR
RPLCD UNIT	RPLCD UNIT
CHNGD COMPRESSOR	RPLCD GAS VALVE
CHNGD MOTOR	RPLCD THERMOCOUPLE
CHNGD CHARGE	CLND BURNERS
ADD FREON	CHNGD MOTOR
CLND COILS	CLND BLOWER
REPAIRED LEAK	RPLCD LIMIT
OILED MOTOR	RPRD WIRING
RPLCD FUSE	UT PILOT
INSTALL DISCONNECT	RPLCD TRANSFORMER
RPRD WIRING	NEW HEAT KIT
RPLCD CONTACTOR	ADJUSTMENT
RPLCD CAPACITOR	COTEST
RPLCD RELAY	OILED MOTOR
ADJUSTMENT	REFRIGERATION
NEW FILTER / DRIER	RPLCD LIMIT DISK
	RPRD WIRING
	HARD-START KIT
EVAPORATOR COIL	CHNGD COMPRESSOR
RPLCD UNIT	RPLCD THERMOSTAT
RPRD LEAK	RPLCD DEFROST TIMER
SEAL	RPRD LEAK
RPLCD EXP. DEVICE	ADD FREON
CLND COIL	CLND/DEFR COIL
CLND DRAIN	ADJUSTMENT
RPLCD PAN	RPLCD HTRS
RPLCD PVC	WINDOW UNIT
DUCT	RPLCD UNIT
ADJUSTED	CLEANED
INSTALLED	ADD FREON
THERMOSTAT	RPLCD STAT/SWITCH
ADJUSTED	CHNGD COMPRESSOR
REPLACED	CHNGD FAN MOTOR
FILTERS	<input type="checkbox"/> CLEANED <input type="checkbox"/> REPLACED

**FOUND PLUGGED FILTER, REPLACE IT WITH (1)
ON SITE, CYCLED A/C, OK @ THIS TIME,
PICKUP AND DROPPED OFF KEY**

QTY.	MATERIALS & SERVICES				
	REFRIGERANT R- LBS				
	FILTERS X X				
TOTAL MATERIALS					

1.5 Sully 7/6/12 65.00

TOTAL LABOR 97.50

**Changed to
tenant
7/10/12
\$7**

TERMS	
I have authority to order the work outlined above which has been satisfactorily completed. I agree that Seller retains title to equipment/materials furnished until final payment is made. If payment is not made as agreed, Seller can remove said equipment/materials at Seller's expense and/or impose a 2% liquidation fee on the entire amount contained in the Seller/Buyer transaction. Any damage resulting from said removal shall not be the responsibility of Seller.	

LIMITED WARRANTY: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of above named company.

CUSTOMER SIGNATURE	DATE
METHOD OF PAYMENT	
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK DRIVERS LIC NO. _____	
CREDIT CARD <input type="checkbox"/> MC <input type="checkbox"/> VISA <input type="checkbox"/> AMEX EXP DATE _____	
CC NO. _____	

☐ REGULAR ☐ WARRANTY

☐ SERVICE CONTRACT

Thank You

TOTAL MATERIALS	
TOTAL LABOR	97.50
TRAVEL CHARGE	
FUEL	3.00
TOTAL	2.740 50

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District Court
Washoe County
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SMOOTH

EXHIBIT 6

EXHIBIT 6

RESIDENCE RULES

2142 Roundhouse, Sparks, Nevada 89431

1. **HOURS OF OPERATION:** Corazon Real Estate office hours are from 9:00am to 5:00pm Monday through Friday and 10:00am to 4:00pm on Saturdays, and you are welcome to call, fax, e-mail, or contact us from our website at www.CorazonRealEstate.com any time. Emergencies are fire, flood or break-in. In each case you are expected to contact the fire department or police first, then to call the office number (775) 826-1414 to report the problem. Any and all **non-emergency** problems with the unit shall be reported to the office, in writing, dated and signed by tenant.
2. All motorcycles, mini-bikes, mopeds, etc., must be registered with the office and parked in prescribed areas. Tenant shall not allow rubbish, garbage, trash, inoperable or unlicensed cars or other vehicles, such as boats or motorcycles; or any other waste to collect or be stored on the premises. **No auto repairs onsite.** Tenant agrees to take or cooperate with any action necessary to comply with notices by the City, County or State, including but not limited to Code Enforcement and Fire Department; as well as by agents of Owner not party to this agreement, including but not limited to insurance companies.
3. It is a misdemeanor to commit or maintain a public nuisance or to allow any building or boat to be used for a public nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty of a misdemeanor. Summary NRS 202.470
 - a. A public nuisance may be reported to the local sheriff's department. A violation of building, health or safety codes or regulations may be reported to the responsible government entity in your local area such as the code enforcement division of the county/city government or the local health or building departments.
- * 4. Tenant is responsible (at his expense) for maintenance items such as the following: Stoppage of commodes due to foreign object insertion (i.e. baby wipes, tampons, excessive tissue; regardless of "flushable" designation), clogging of drains from excessive grease, hair, etc., damage to appliances from misuse, clogging or stoppage of furnace from failure to clean or replace filter. Broken windows, regardless of the cause, replacing burned out light bulbs, replacement of broken light fixtures, replacement of broken vanity mirrors, shower doors, closet doors, damage to cabinet doors, or drawers, and minor plumbing items such as dripping faucets, or any other item caused by Tenant's negligence or misuse. Tenant is responsible for, and agrees to pay for any damage done by wind or rain caused by leaving windows or doors open.
5. All Tenants shall conduct themselves in a quiet and orderly fashion to allow peace and quiet for all other Tenants. Repeated complaints in regard to any resident or

9 / 2010

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CMO/TEN

EXHIBIT 7

EXHIBIT 7

HVAC SERVICE ORDER INVOICE

(775) 851-7114 FAX (775) 826-7115
 NV LIC 250240

7701

BILL TO **Carazon**
P.O. Box 20790
Reno, NV 89515

(Angela)

NAME Alex				ENVIRONMENTAL CHECK LIST				WORK PERFORMED			
STREET 2142 Roundhouse		DATE 8-10-12		CONDENSING UNIT	QTY.	TYPE/DISPOSITION		CONDENSING UNIT	FURNACE/ELEC. MTR		
CITY		PROCESSED		<input type="checkbox"/> RECOVERED				RPLCD UNIT	RPLCD UNIT		
PHONE (HOME) 391-9139	PHONE (WORK)	SCHED TIME	A M P M	<input type="checkbox"/> RECYCLED				CHGCD COMPRESSOR	RPLCD GAS VALVE		
TECHNICIAN 36554				<input type="checkbox"/> RECLAIMED				CHGCD MOTOR	RPLCD THERMOCOUPLE		
WORK TO BE PERFORMED				<input type="checkbox"/> RETURNED				CHGCD CHARGE	CLND BURNERS		
				<input type="checkbox"/> DISPOSAL				ADD FREON	CHGCD MOTOR		
				<input type="checkbox"/> DISMANTLED				CLND COILS	CLND BLOWER		
				<input type="checkbox"/> CHANGED OUT/REPLACED		TOTAL \$		REPAIRED LEAK	RPLCD UNIT		
DESCRIPTION OF WORK PERFORMED								CHGCD MOTOR	RPRD WIRING		
FOUND T-STAT ON WALL NOT WORKING REPLACE STAT GOT UNIT WORKING.								RPLCD FUSE	LIT PILOT		
								INSTALL DISCONNECT	RPLCD TRANSFORMER		
								RPRD WIRING	NEW HEAT KIT		
								RPLCD CONTACTOR	ADJUSTMENT		
								RPLCD CAPACITOR	CO TEST		
								RPLCD RELAY	CHGCD MOTOR		
								ADJUSTMENT	REFRIGERATION		
								NEW FILTER DRIER	RPLCD UNIT DISK		
									RPRD WIRING		
									HARD-START KIT		
QTY.	MATERIALS & SERVICES	UNIT PRICE	AMOUNT	HRS	LABOR	RATE	AMOUNT	EVAPORATOR COIL	CHGCD COMPRESSOR		
	REFRIGERANT R- LBS.			1	Jesse	65.00	65.00	RPLCD UNIT	RPLCD THERMOSTAT		
	FILTERS X X							RPRD LEAK	RPLCD DEFROST TIMER		
1	T-STAT	39.50	39.50					SEAL	RPRD LEAK		
								RPLCD EXP DEVICE	ADD FREON		
								CLND COIL	CLND DEFROST COIL		
								CLND DRAIN	ADJUSTMENT		
TOTAL LABOR 65.00								RPLCD FAN	RPLCD HTS		
RECOMMENDATIONS								RPLCD PVC	WINDOW UNIT		
LIMITED WARRANTY: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of above named company.								DUCT	RPLCD UNIT		
								ADJUSTED	CLEANED		
								INSTALLED	ADD FREON		
								THERMOSTAT	RPLCD STAT/SWITCH		
								ADJUSTED	CHGCD COMPRESSOR		
								REPLACED	CHGCD FAN MOTOR		
								FILTERS	<input type="checkbox"/> CLEANED <input type="checkbox"/> REPLACED		
								TOTAL SUMMARY			
								TOTAL MATERIALS	39.50		
								TOTAL LABOR	65.00		
TRAVEL CHARGE	FUEL 8.00										
TOTAL 107.50											
TERMS											
I have authority to order the work outlined above which has been satisfactorily completed. I agree that Seller retains title to equipment/materials furnished until final payment is made. If payment is not made as agreed, Seller can remove said equipment/materials at Seller's expense and/or impose a 2% liquidation fee on the entire amount contained in the Seller/Buyer transaction. Any damage resulting from said removal shall not be the responsibility of Seller.											
CUSTOMER SIGNATURE		DATE									
METHOD OF PAYMENT											
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> DRIVERS LIC NO. _____ <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> MC <input type="checkbox"/> VISA <input type="checkbox"/> AMEX <input type="checkbox"/> EXP. DATE _____ <input type="checkbox"/> CC NO. _____											
<input type="checkbox"/> REGULAR <input type="checkbox"/> WARRANTY <input type="checkbox"/> SERVICE CONTRACT											
Thank You											

CV12-02385 DC-990039613-077
ALEXANDER FALCONI VS. CORAZO S Pages
District Court 10/12/2012 01 04 PM 1137
Washoe County SMARTENC
-XR

EXHIBIT 8

EXHIBIT 8

Recepcionista

From: Info <info@corazonrealestate.com>
Sent: Thursday, February 02, 2012 9:56 AM
To: 'angela@corazonrealestate.com'
Subject: 2142 Roundhouse - Maintenance

Toilet leaks at the base when flushed.

Authorization to enter – Always, whenever he is not home.

Alex – 775-391-9139

Corazon Real Estate
254 Vassar Street - visit
P O Box 20790 - mail
Reno, NV 89515-0790
Ph: 775-826-1414
Fx: 775-826-1415
www.CorazonRealEstate.com
info@CorazonRealEstate.com

Wiley's Plumbing & Heating, Inc.

P.O. Box 19001
Reno, NV 89511
775-851-7114

Invoice

Date	Invoice #
2/15/2012	P-10696

Bill To
CORAZON REAL ESTATE P.O.BOX 20790 RENO, NV 89515

P.O. No.	Terms	Project
ANGELA	Due on receipt	

Quantity	Description	Rate	Amount
	SERVICE ADDRESS - 2142 ROUNDHOUSE SERVICE REP - RAY		
1	FLUSHED WATER CLOSET (10) TIMES AND FOUND NO LEAK. WATER CLOSET HAS POOR FLUSH AND FLOOR NEEDS TO BE REPAIRED. WATER CLOSET NEEDS TO BE CHANGED OUT, QUOTE TO REPLACE WATER CLOSET IS \$275.00. WILL WAIT FOR AUTHORIZATION.	65.00	65.00
1	FUEL CHARGE	3.00	3.00
		Total	\$68.00

Corazon Real Estate

254 Vassar Street
P O Box 20790
Reno, NV 89515-0790

Invoice

Date	Invoice #
3/5/2012	2431

Bill To
Mark Goldstein 2142 Roundhouse Road Sparks NV 89431

P.O. No.	Terms	Project
4206		2142 Roundhouse Road

Quantity	Description	Rate	Amount
1.75	Labor performed by Corazon maintenance staff - 2/23 - lifted toilet to check for signs of leak; found swelling in subfloor, sealed lino around flange to prevent possible water leaks of penetrating subfloor under lino; replaced wax ring, basin bolts and caulked basin to floor NOTE: slight drip through vent downstairs	35.00	61.25
4	Reimbursement for miles driven by maintenance staff	0.50	2.00
		Total	\$63.25

NRCP 5 CERTIFICATE OF MAILING

I hereby declare that I am over the age of 18 and a party to this action and that I served a true and correct copy of this Notice by placing it into a sealed envelope and depositing it into the United States Post Office First Class Mail, postage prepaid thereon addressed to:

Corazon Real Estate
R/A Don L. Ross
6100 Neil Rd. Suite 500
Reno, NV 89511

Corazon Real Estate
Attn: Alisha
254 Vassar St.
Reno, NV 89515

SERVED THIS 3 day of OCTOBER, 2012.


Alexander M. Falconi

CV12-02385
ALEXANDER FALCONI VS CORAZO 2 Pages
District Court 10/12/2012 01:04 PM 1137
Washoe County
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-110

EXHIBIT 9

EXHIBIT 9

Corazon Real Estate

254 Vassar Street
P O Box 20790
Reno, NV 89515-0790

Invoice

Date	Invoice #
9/23/2012	2915

Bill To
Mark Goldstein 2142 Roundhouse Road Sparks NV 89431

P.O. No.	Terms	Project
5535		2142 Roundhouse Road

Quantity	Description	Rate	Amount
1	Labor performed by Corazon maintenance staff - 9/1 - reinstalled towel rack using moly screws; adjusted toilet bowl	35.00	35.00
		Total	\$35.00

CV12-02385 DC-9900039613-079
ALEXANDER FALCONI VS CORAZO 3 Pages
District Court 10/12/2012 01 04 PM
Washoe County 1137
SMOYER

EXHIBIT 10

EXHIBIT 10



October 8, 2012

Charles A. Chinnici
P.O. Box 20790
Reno, Nevada 89515-0790

Re: Corazon Real Estate

Dear Mr. Chinnici:

Enclosed herewith please find a Notice Regarding October Rent and the Destruction of Evidence which was served on us as Registered Agent for Corazon Real Estate. If Don can be of assistance, please give him a call.

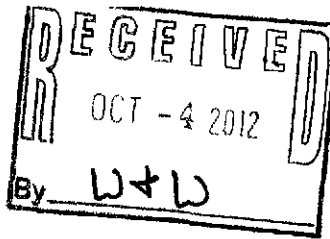
Sincerely,

Donna G. Whitlark

Donna G. Whitlark
Secretary to Don L. Ross

Enclosure

Code: 2610
Alexander M. Falconi
2142 Roundhouse Rd.
Sparks, NV 89431
775-391-9139
Appearing in Proper Person



FILED

2012 OCT -3 PM 2:09

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

M. Lawrence

ALEXANDER M. FALCONI, an individual;
Plaintiff,

vs.

CORAZON REAL ESTATE, a domestic
corporation; and DOES I-X, inclusive;
Defendant.

Case #: CV12-02385

Dept #: 9

NOTICE REGARDING OCTOBER RENT AND THE DESTRUCTION OF EVIDENCE

TO THE DEFENDANT, CORAZON REAL ESTATE:

NOTICE IS HEREBY GIVEN that Plaintiff is hereby withholding rent in accordance with NRS 118A.355(1)(d)¹ for failure to repair the toilet (as alleged in the Complaint) within fourteen (14) days of having been personally served with written notice. Plaintiff will amend his Complaint to reflect this offset following the receipt of his final move-out statement.

YOU ARE FURTHER PLACED ON NOTICE that the destruction or concealment of evidence may result in the exclusion of your witnesses, of the relevant claims, up to and including the rendering of judgment by default, in accordance with Fire Ins. Exchange v. Zenith Radio Corp. 747 P. 2d 911, 103 Nev. 648 - Nev. Supreme Court (1987).

AFFIRMATION²: This document does not contain a social security number of any person.

DATED this 3 day of OCTOBER, 2012.

Alexander M. Falconi

¹ NRS 118A.355(1)(d): "...If the landlord fails to remedy a material failure to maintain the dwelling unit in a habitable condition or to make a reasonable effort to do so within the prescribed time, the tenant may: Withhold any rent that becomes due without incurring late fees, charges for notice or any other charge or fee authorized by this chapter or the rental agreement until the landlord has remedied, or has attempted in good faith to remedy, the failure."

² This affirmation is in accordance with NRS 239B.030.

CV12-02385 DC-9900039613-090
ALEXANDER, FALCONI VS CORAZO 2 Pages
District Court 10/12/2012 01:04 PM
Washington County 1137
SMITHSONIAN

EXHIBIT 11

EXHIBIT 11

Alexander M. Falconi
2142 Roundhouse Rd.
Sparks, NV 89431
775-391-9139
Appearing in Proper Person

IN THE JUSTICE COURT OF SPARKS TOWNSHIP
COUNTY OF WASHOE, STATE OF NEVADA

CORAZON REAL ESTATE, a domestic
corporation;

Plaintiff, Counter-defendant.

vs.

ALEXANDER M. FALCONI, an individual;

Defendant, Counterclaimant.

Case #:

Dept #:

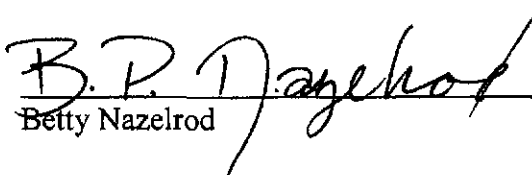
AFFIDAVIT OF BETTY NAZELROD

I, Betty Nazelrod, do hereby declare and state that:

1. I am over the age of 18 and am not a party to this action;
2. I have never been convicted of a felony;
3. On Saturday, September 1, 2012, I observed a male individual enter the dwelling unit addressed as 2142 Roundhouse Rd., Sparks, NV 89431, at or around 9:00 a.m., and render repairs to the toilet.
4. Before the individual repaired the toilet, it had a weak flush, would not fill, and would not empty the bowl; after the aforementioned repair was completed, the toilet flushed properly, filled to level, and would empty the bowl.

I declare¹ under penalty of perjury that the foregoing is true and correct.

EXECUTED this 10 day of SEPTEMBER, 2012.


Betty Nazelrod

¹ This affirmation is in accordance with NRS 239B.030.

CV12-02385 DC-9900039613-081
ALEXANDER FALCONI VS. CORAZO 2 Pages
District Court 10/12/2012 01:04 PM
Washoe County 1137
~v12 cwnadTEMLC

EXHIBIT 12

EXHIBIT 12

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER. VOID FEATURE SIMULATED WATERMARK. REVERSE SIDE MICROFILM. UNREF.

Account: 2142 ROUNDHOUSE RD RENT PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER \$538.98

ALEXANDER M FALCONI
2142 ROUNDHOUSE RD
SPARKS, NV 89431-4281
Please Direct Any Questions
To: 877-248-7823
Payment Processing Center
P.O. Box 1029
Wickliffe, NC 28693-1029
NORTHERN TRUST
0085863167
70-2382719
September 07, 2012

Pay FIVE HUNDRED THIRTY EIGHT AND 98/100 DOLLARS

\$ *****538.98

To
The
Order
Of
CORAZON REAL ESTATE
PO BOX 20790
RENO, NV 89515-0790

REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS.

SE Q W P

AUTHORIZED SIGNATURE

⑈0065663167⑈ ⑆071923828⑆ 003510188⑈

CV12-02385 DC-9900039613-082
ALEXANDER, FALCONI VS. CORAZO 2 Pages
District Court 10/12/2012 01:04 PM
Washoe County 1137
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EXHIBIT 13

EXHIBIT 13

Payment Processing Center
P.O. Box 1029
Hickory, NC 28603-1029

PAYMENT ENCLOSED

PRESORTED
First-Class Mail
U.S. Postage Paid
FISERV

2142 Roundhouse Rd.
Look out
\$21

ADDRESS SERVICE REQUESTED

#BWNHNJW

Falconi

RECEIVED
9/14/12

~~in~~ in G.O. Box

0208071 00015



DC-990039694-037
CV12-02385
ALEXANDER FALCONI VS CORAZON 1 Page
District Court 10/15/2012 02:02 PM
Washoe County 2525
JAN 2013

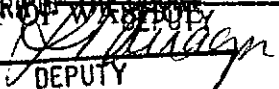
Code: 2525
Alexander M. Falconi
1570 Sky Valley Dr. #F201
Reno, Nevada 89523
775-391-9139
Appearing in Proper Person

FILED
OCT 15 PM 2:02

2012 OCT 15 PM 2:02
CLERK OF THE COURT

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M FALCONI, an individual;
Plaintiff, Counter-defendant,

BY: 
DEPUTY

vs.

Case #: CV12-02385

Dept #: 9

CORAZON REAL ESTATE, a domestic
corporation;
Defendant, Counterclaimant.

NOTICE OF CHANGE OF ADDRESS

PLEASE TAKE NOTICE that Plaintiff, Alexander M. Falconi, hereby changes his
address of record to 1570 Sky Valley Dr. #F201, Reno, Nevada 89523. All pleadings and papers
in this matter should be addressed accordingly from now on.

AFFIRMATION: This document does not contain the social security number of any person.

Dated this 14th day of October, 2012.


Alexander M. Falconi

CERTIFICATE OF NRCP 5 SERVICE

I, Alexander M. Falconi, do hereby solemnly swear under penalty of perjury that I am
over the age of 18 and a party to this action and that I **personally** served a true and correct copy
of this Notice upon the following:

Corazon Real Estate
Attn: Charles Chinnici
254 Vassar Street
Reno, Nevada 89502

SERVED THIS 15 day of October, 2012.


Alexander M. Falconi

CV12-02385
DC-9900039694-046
ALEXANDER FALCONI VS. CORAZO 3 Pages
District Court 10/15/2012 02:03 PM
Washoe County
3795

Code: 3795
Alexander M. Falconi
2142 Roundhouse Rd.
Sparks, NV 89431
775-391-9139
Appearing in Proper Person

FILED

2012 OCT 15 PM 2:03

JOEY ORRILL HASTINGS
CLERK OF THE COURT

BY M. Magan
DEPUTY

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M FALCONI, an individual;

Plaintiff, Counter-defendant,

vs.

CORAZON REAL ESTATE, a domestic
corporation;

Defendant, Counterclaimant.

Case #: CV12-02385
Dept #: 9

REPLY TO COUNTERCLAIM

COMES NOW, Plaintiff, Alexander M. Falconi, hereafter 'FALCONI', appearing in proper person, and hereby files a reply to Corazon Real Estate's counterclaim filed on October 12, 2012.

- Paragraph 1: Denied.
- Paragraph 2: Denied.
- Paragraph 3: Denied.

Affirmative Defenses

I. Failure to State a Claim Upon Which Relief Can Be Granted

The loss of time from work to appear at a judicial proceeding is not a valid cause of action. Labor, research, and preparation of pleadings are otherwise known as attorney fees; attorney fees and costs are not an independent cause of action that warrant the filing of a counterclaim, but rather, a consequential award that may flow from prevailing in the principle action itself.

1 **II. Certain Provisions of the Lease Agreement are Unconscionable**

2 The lease agreement is an adhesion contract. Certain provisions of the lease agreement
3 are substantively unconscionable. Certain provisions of the lease agreement are ambiguous and
4 should be construed against the drafter. Certain provisions of the lease agreement are contrary to
5 public policy and therefore void.

6 **WHEREFORE**, FALCONI prays for relief as follows

- 7
- 8 1. That Defendant take nothing by way of its Counterclaim and that same be dismissed
9 with prejudice;
- 10 2. For an award of costs;
- 11 3. For an award of attorney fees (if retained).
- 12

13 **AFFIRMATION:** This document does not contain the social security number of any person.

14 Dated this 15th day of October, 2012.

15 

16 Alexander M. Falconi

17 **DECLARATION OF ALEXANDER M. FALCONI**

18

19 I, Alexander M. Falconi, state that I have read this pleading and that the contents are true
20 and correct of my own personal knowledge, except for those matters I have stated that are not of
21 my own personal knowledge, but that I only believe them to be true, and as for those matters, I
22 do believe they are true.

23

24 **I declare¹ under penalty of perjury that the foregoing is true and correct.**

25 EXECUTED this 15 day of October, 2012.

26 

27 Alexander M. Falconi

28 ¹ NRS 53.045. "Any matter whose existence or truth may be established by an affidavit or other sworn declaration may be
established with the same effect by an unsworn declaration of its existence or truth signed by the declarant under penalty of
perjury, and dated, in substantially the following form: If executed in this State: "I declare under penalty of perjury that the
foregoing is true and correct."

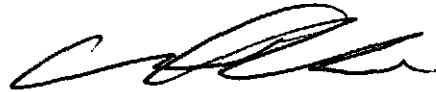
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CERTIFICATE OF NRCP 5 SERVICE

I, Alexander M. Falconi, do hereby solemnly swear under penalty of perjury that I am over the age of 18 and a party to this action and that I **personally** served a true and correct copy of this Reply upon the following:

Corazon Real Estate
Attn: Charles Chinnici
254 Vassar Street
Reno, Nevada 89502

SERVED THIS 15 day of October, 2012.



Alexander M. Falconi

FILED

2012 OCT 15 PM 2:03

JOEY GORDON HASTINGS
CLERK OF THE COURT

BY

DEPUTY

Code: 2490

Alexander M. Falconi
1570 Sky Valley Dr. #F201
Reno, Nevada 89523
775-391-9139

Appearing in Proper Person

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M FALCONI, an individual;

Plaintiff, Counter-defendant,

VS.

CORAZON REAL ESTATE, a domestic
corporation;

Defendant, Counterclaimant.

Case #: CV12-02385

Dept #: 9

MOTION TO REQUIRE CORAZON REAL ESTATE TO OBTAIN COUNSEL

COMES NOW, Plaintiff, Alexander M. Falconi, hereafter 'FALCONI', appearing in proper person, and hereby files a motion to compel Corazon Real Estate to obtain counsel. This motion is based upon the following memorandum of points and authorities and all pleadings on file herein.

MEMORANDUM OF POINTS AND AUTHORITIES

I. Factual Background

On September 20, 2012, Plaintiff, Alexander M. Falconi, hereafter 'FALCONI', filed a complaint in the instance case against CORAZON.

On October 12, 2012, Corazon Real Estate, hereafter 'CORAZON' filed an answer and counterclaim to complaint, by and through its President and Secretary, Charles Chinicci, in proper person. Exhibit 1.

II. Summary of Issue

FALCONI has the utmost respect for Mr. Chinicci's intent to personally represent his corporation as FALCONI, whom himself is unable to afford counsel, understands the frustrating

CV12-02385
ALEXANDER FALCONI VS CORAZON
District Court
Washoe County
10/15/2012 02:03 PM
2490
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1 aspects associated with retaining counsel, including the loss of control in one's own case and the
2 massive costs associated . FALCONI would even go so far as to say that he does not personally
3 oppose CORAZON representing itself through its President, and that if the Court will permit it,
4 that CORAZON may proceed accordingly.

5 III. Argument

6 Pursuant to WDCR 23.5, "A corporation may not appear in proper person."

7
8 In re Discipline of Schaefer, 25 P. 3d 191 (2001) at page 200, the Nevada Supreme Court
9 stated:

10 We have consistently held that **a legal entity such as a corporation cannot**
11 **appear except through counsel**, and we have prohibited non-lawyer
12 principals from representing these types of entities. (emphasis added)

13 In Sunde v. Contel of California, 915 P. 2d 298 (1996) at page 299, the Nevada Supreme Court
14 further discussed:

15 Non-lawyers generally may not represent another person or an entity in a
16 court of law. Rowland v. California Men's Colony, 506 U.S. 194, 201-03, 113
17 S.Ct. 716, 721, 121 L.Ed.2d 656 (1993). Some courts have allowed non-
18 lawyers to represents entities in court under certain circumstances. See, e.g.,
19 Vermont ANR v. Upper Valley Reg. Landfill, 159 Vt. 454, 621 A.2d 225, 228
20 (1992). **This court, however, has consistently required attorneys to**
21 **represent other persons and entities in court.** Salman v. Newell, 110 Nev.
22 1333, 885 P.2d 607 (1994); Pioneer Title v. State Bar, 74 Nev. 186, 189-90,
23 326 P.2d 408, 410 (1958); see also NRS 7.285 (no person allowed to practice
24 law in Nevada unless admitted to State Bar). (emphasis added)

25 And again in Salman v. Newell, 885 P. 2d 607 (1994) at page 608, the Nevada Supreme Court
26 discussed:

27 Although a person is entitled to represent himself or herself in the district
28 court, see SCR 44 ("[n]othing in these rules shall be so construed as to prevent
any person from appearing in his own behalf in any court in this state except
the supreme court"), **no rule or statute permits a person to represent any
other person, a company, a trust, or any other entity in the district courts
or in this court.** We conclude that Salman may not represent the Tuesday
Company or the Wednesday Company in either the district court or this court.
(emphasis added)

1
2 The aforementioned case is also in support of FALCONI's constitutional right to represent
3 himself.

4 **IV. Hearing**

5 FALCONI does not request a hearing on this matter.
6

7 **V. Conclusion**

8 FALCONI sees the irony in citing authority (SCR 44) that allows him to represent
9 himself whilst simultaneously attacking CORAZON's attempt to do the same. FALCONI
10 reiterates his personal non-opposition to CORAZON proceeding in proper person. It is only due
11 to FALCONI's concern that this issue will eventually result in a stay of proceedings, or at worst
12 an issue at appeal that may result in a reverse and remand, that FALCONI finds himself
13 compelled to bring it to the Court's attention as soon as possible. It is also convenient for all
14 parties and the Court to take note that FALCONI filed on September 20, 2012, a Notice of
15 Extension to File Answer due to the fact that FALCONI is moving out of his dwelling unit which
16 is the subject of this case.
17
18

19 **THEREFORE**, FALCONI prays for relief as follows:

- 20 1. That the Court **REQUIRE** Corazon Real Estate to obtain counsel;
21 2. For such further relief as the Court deems necessary and just.
22

23 **AFFIRMATION:** This document does not contain the social security number of any person.

24 Dated this 14th day of October, 2012.

25 

26 Alexander M. Falconi
27
28

1 **DECLARATION OF ALEXANDER M. FALCONI**

2 I, Alexander M. Falconi, state that I have read this Motion and that the contents are true
3
4 and correct of my own personal knowledge, except for those matters I have stated that are not of
5 my own personal knowledge, but that I only believe them to be true, and as for those matters, I
6 do believe they are true.

7 **I declare¹ under penalty of perjury that the foregoing is true and correct.**

8 EXECUTED this 15 day of October, 2012.


9
10 
11 Alexander M. Falconi

12
13
14
15
16 **CERTIFICATE OF NRCP 5 SERVICE**

17 I, Alexander M. Falconi, do hereby solemnly swear under penalty of perjury that I am
18 over the age of 18 and a party to this action and that I **personally²** served a true and correct copy
19 of this Motion upon the following:

20 Corazon Real Estate
21 Attn: Charles Chinnici
22 254 Vassar Street
23 Reno, Nevada 89502

24 SERVED THIS 15 day of October, 2012.

25 
26 Alexander M. Falconi

27
28 ¹ NRS 53.045: "Any matter whose existence or truth may be established by an affidavit or other sworn declaration may be established with the same effect by an unsworn declaration of its existence or truth signed by the declarant under penalty of perjury, and dated, in substantially the following form: If executed in this State: "I declare under penalty of perjury that the foregoing is true and correct."

² Because this Motion was personally served, NRCP 6(e) does not apply.

LIST OF EXHIBITS

Exhibit 1: Secretary of State Business Entity Listing.

Pages: 3

CV12-02385 DC-9900039694-048
ALEXANDER FALCONI VS. CORAZO 4 Pages
District Court 10/15/2012 02:03 PM
Washoe County 2490
EV4

EXHIBIT 1

EXHIBIT 1

CORAZON REAL ESTATE

Business Entity Information

Status:	Active	File Date:	12/28/2004
Type:	Domestic Corporation	Entity Number:	C35328-2004
Qualifying State:	NV	List of Officers Due:	12/31/2012
Managed By:		Expiration Date:	
NV Business ID:	NV20041698030	Business License Exp:	12/31/2012

Registered Agent Information

Name:	DON L ROSS	Address 1:	6100 NEIL RD
Address 2:	STE 500	City:	RENO
State:	NV	Zip Code:	895111149
Phone:		Fax:	
Mailing Address 1:	PO BOX 2311	Mailing Address 2:	
Mailing City:	RENO	Mailing State:	NV
Mailing Zip Code:	89505		
Agent Type:	Noncommercial Registered Agent		

Financial Information

No Par Share Count:	0	Capital Amount:	\$ 75,000.00
Par Share Count:	75,000.00	Par Share Value:	\$ 1.00

Officers

☐ Include Inactive Officers

President - CHARLES A CHINNICI			
Address 1:	PO BOX 2311	Address 2:	WOODBURN & WEDGE
City:	RENO	State:	NV
Zip Code:	89505	Country:	
Status:	Active	Email:	
Secretary - CHARLES A CHINNICI			
Address 1:	PO BOX 2311	Address 2:	WOODBURN & WEDGE
City:	RENO	State:	NV
Zip Code:	89505	Country:	
Status:	Active	Email:	
Treasurer - CHERYL M CHINNICI			

Address 1:	PO BOX 2311	Address 2:	WOODBURN & WEDGE
City:	RENO	State:	NV
Zip Code:	89505	Country:	
Status:	Active	Email:	
Director - CHERYL M CHINNICI			
Address 1:	PO BOX 2311	Address 2:	WOODBURN & WEDGE
City:	RENO	State:	NV
Zip Code:	89505	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Incorporation		
Document Number:	C35328-2004-001	# of Pages:	4
File Date:	12/28/2004	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	C35328-2004-002	# of Pages:	1
File Date:	1/10/2005	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Annual List		
Document Number:	20050604457-33	# of Pages:	1
File Date:	12/8/2005	Effective Date:	
05-06			
Action Type:	Annual List		
Document Number:	20060712220-92	# of Pages:	1
File Date:	11/2/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070759155-91	# of Pages:	1
File Date:	10/31/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080794749-30	# of Pages:	1
File Date:	12/4/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20090840783-61	# of Pages:	1
File Date:	11/23/2009	Effective Date:	

2009/2010			
Action Type:	Annual List		
Document Number:	20100916769-21	# of Pages:	1
File Date:	12/6/2010	Effective Date:	
10/11			
Action Type:	Annual List		
Document Number:	20110905212-93	# of Pages:	1
File Date:	12/23/2011	Effective Date:	
11-12			

CV12-02385
DC-9900039782-059
ALEXANDER FALCONI VS CORAZON REAL ESTATE
District Court 10/17/2012 04:48 PM
Washoe County 2645
ncc

FILED

2012 OCT 17 PM 4:48

JOEY SECURA HASTINGS
CLERK OF THE COURT
BY [Signature] DEPUTY

1 CODE 2645
2 CHARLES CHINNICI for
3 CORAZON REAL ESTATE
4 254 Vassar Street
5 Reno, Nevada 89502
6 (775) 826-1414
7 Defendant – In pro per

8 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
9
10 IN AND FOR THE COUNTY OF WASHOE

11 ALEXANDER M. FALCONI,

12 Plaintiff,

Case No. CV12-02385

13 vs.

Dept. No. 9

14 CORAZON REAL ESTATE,

15 Defendant.

16
17 **OPPOSITION TO PLAINTIFF'S MOTION TO REQUIRE CORAZON REAL ESTATE**
18 **TO OBTAIN COUNSEL**

19 **COMES NOW**, Defendant, CHARLES CHINNICI for CORAZON REAL ESTATE,
20 in pro per, and hereby respectfully files his Opposition to Plaintiff's Motion to Require
21 Corazon Real Estate to Obtain Counsel, in the above-entitled case. This Opposition is based
22 upon all the pleadings, papers and documents filed hereto and by this reference incorporated
23 herein, and upon the attached Points and Authorities.

24 Dated this 17th day of, 2012.

25
26 [Signature]
27 CHARLES CHINNICI for
28 CORAZON REAL ESTATE
254 Vassar Street
Reno, Nevada 89502
(775) 826-1414
Defendant – In pro per

1 On September 20, 2012, Plaintiff ALEXANDER M. FALCONI ("FALCONI") filed a
2 Complaint against CORAZON REAL ESTATE ("CORAZON") for alleged damages,
3 compensatory and punitive. As the alleged compensatory damages totaled less than Three
4 Thousand Dollars (\$3,000.00), FALCONI alleged punitive damages in excess of twenty
5 Thousand Dollars (\$20,000.00) in order to get his case filed in District Court, rather than Small
6 Claims Court where it belongs.
7

8 FALCONI'S Complaint does not allege an Intentional Tort, therefore, his claim for
9 punitive damages is unwarranted and should be dismissed.
10

11 As FALCONI'S total alleged "compensatory damages" total less than Three Thousand
12 Dollars (\$3,000.00), this is a Small Claims action and not appropriate for the District Court.
13

14 Finally, this case is frivolous and totally without merit. FALCONI is using his long
15 experience working with collection agencies to attempt to intimidate CORAZON to extort a
16 settlement, presumably to supplement his unemployment checks. He has mushroomed a One
17 Hundred Twenty-five Dollar (\$125.00) charge from his former landlord into a fraudulent
18 District Court case for upwards of Twenty-three Thousand Dollars (\$23,000.00), alleging
19 punitive damages where there is no evidence of an intentional tort, in order to escalate the
20 damages to an amount in excess of the Ten Thousand Dollar (\$10,000.00) minimum required
21 to be heard as a District Court case. The District Court is already overcrowded with cases that
22 demand its full attention, is understaffed and underfunded and that is why cases of this size and
23 nature are not appropriate District Court, or even Justice Court cases, but cases appropriate
24 only in Small Claims Court.
25


26 Therefore, Defendant, CORAZON asks this Honorable Court to Dismiss this Case With
27 Prejudice and remand it to Small Claims Court, the appropriate venue to hear this matter.
28

1 CORAZON also asks for an award of Fifteen hundred Dollars (\$1,500.00) in costs and
2 damages for having to defend itself against this case based on false allegations and totally
3 without merit.
4

5 **WHEREFORE**, Defendant, CHARLES CHINNICI for CORAZON REAL
6 ESTATE, in pro per, hereby respectfully requests an Order or Orders from this Court
7 Dismissing this case with prejudice in its entirety for lack of jurisdiction and remanding it to
8 Small Claims Court, which is the proper venue to hear this matter.
9

10 Pursuant to NRS 239B.030, the undersigned certifies that this document does not contain a Social Security number.

11 Dated this 17th day of October, 2012.

12
13 


14 CHARLES CHINNICI for
15 CORAZON REAL ESTATE
16 254 Vassar Street
17 Reno, Nevada 89502
18 (775) 826-1414
19 Defendant – In pro per
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I, CHARLES CHINNICI, being first duly sworn under penalty of perjury, do hereby
declare and say as follows:

- FURTHER YOUR AFFIANT SAYETH NOT:**

012.



CHARLES CHINNICI

Jonas R. De Silva
NOTARY PUBLIC



1
2
3 **CERTIFICATE OF SERVICE**
4

5 I, CHARLES CHINNICI, certify that on the 17th day of October, 2012, I caused to
6 be delivered by :

7 _____ MESSENGER SERVICE

8 _____ FACSIMILE to the following number: _____
9

10 XXXX U.S. MAIL

11 _____ CERTIFIED MAIL, RETURN RECEIPT REQUESTED

12 _____ FEDERAL EXPRESS or other overnight delivery

13 A true and correct copy of the within document: **MOTION TO DISMISS CASE WITH**
14 **PREJUDICE**, Case #CV12-02385, addressed as follows:
15

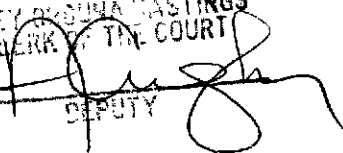
16 ALEXANDER M. FALCONI
17 1570 Sky Valley Drive, #F201
18 Reno, Nevada 89523
19

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21 CHARLES CHINNICI
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DC-9900039782-060
CV12-02385
ALEXANDER FALCONI VS. CORAZON REAL ESTATE
District Court
Washoe County
10/17/2012 04:48 PM
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CODE 2290
CHARLES CHINNICI for
CORAZON REAL ESTATE
254 Vassar Street
Reno, Nevada 89502
(775) 826-1414
Defendant - In pro per

FILED
2012 OCT 17 PM 4:48
JOEY D. DUNN HASTINGS
CLERK OF THE COURT
BY 
DEPUTY

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI,

Plaintiff,

and

CORAZON REAL ESTATE,

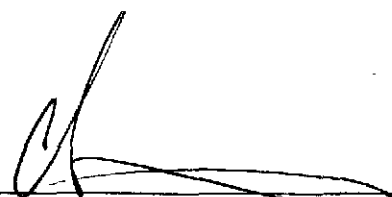
Defendant.

Case No. CV12-02385
Dept. No. 9

MOTION TO DISMISS CASE WITH PREJUDICE

COMES NOW, Defendant, CHARLES CHINNICI for CORAZON REAL ESTATE, in pro per, and hereby respectfully files his Motion to Dismiss this case With Prejudice. This Motion is based upon all the pleadings, papers and documents filed herewith and by this reference incorporated herein, and upon the attached Points and Authorities.

Dated this 17th day of October, 2012.


CHARLES CHINNICI for
CORAZON REAL ESTATE
254 Vassar Street
Reno, Nevada 89502
(775) 826-1414
Defendant - In pro per

1 On September 20, 2012, Plaintiff ALEXANDER M. FALCONI ("FALCONI") filed a
2 Complaint against CORAZON REAL ESTATE ("CORAZON") for alleged damages,
3 compensatory and punitive. As the alleged compensatory damages totaled less than Three
4 Thousand Dollars (\$3,000.00), FALCONI alleged punitive damages in excess of twenty
5 Thousand Dollars (\$20,000.00) in order to get his case filed in District Court, rather than Small
6 Claims Court where it belongs.
7

8 FALCONI'S Complaint does not allege an Intentional Tort, therefore, his claim for
9 punitive damages is unwarranted and should be dismissed.
10

11 As FALCONI'S total alleged "compensatory damages" total less than Three Thousand
12 Dollars (\$3,000.00), this is a Small Claims action and not appropriate for the District Court.
13

14 Finally, this case is frivolous and totally without merit. FALCONI is using his long
15 experience working with collection agencies to attempt to intimidate CORAZON to extort a
16 settlement, presumably to supplement his unemployment checks. He has mushroomed a One
17 Hundred Twenty-five Dollar (\$125.00) charge from his former landlord into a fraudulent
18 District Court case for upwards of Twenty-three Thousand Dollars (\$23,000.00), alleging
19 punitive damages where there is no evidence of an intentional tort, in order to escalate the
20 damages to an amount in excess of the Ten Thousand Dollar (\$10,000.00) minimum required
21 to be heard as a District Court case. The District Court is already overcrowded with cases that
22 demand its full attention, is understaffed and underfunded and that is why cases of this size and
23 nature are not appropriate District Court, or even Justice Court cases, but cases appropriate
24 only in Small Claims Court.
25


26 Therefore, Defendant, CORAZON asks this Honorable Court to Dismiss this Case With
27 Prejudice and remand it to Small Claims Court, the appropriate venue to hear this matter.
28

1 CORAZON also asks for an award of Fifteen hundred Dollars (\$1,500.00) in costs and
2 damages for having to defend itself against this case based on gales allegations and totally
3 without merit.
4

5 **WHEREFORE**, Defendant, CHARLES CHINNICI for CORAZON REAL
6 ESTATE, in pro per, hereby respectfully requests an Order or Orders from this Court
7 Dismissing this case with prejudice in its entirety for lack of jurisdiction and remanding it to
8 Small Claims Court, which is the proper venue to hear this matter.
9

10 Pursuant to NRS 239B.030, the undersigned certifies that this document does not contain a Social Security number.

11 Dated this 17th day of October, 2012.

12
13 
14 CHARLES CHINNICI for
15 CORAZON REAL ESTATE
16 254 Vassar Street
17 Reno, Nevada 89502
18 (775) 826-1414
19 Defendant – In pro per
20
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1
2 **AFFIDAVIT**

3 STATE OF NEVADA)
4) ss
5 COUNTY OF WASHOE)

6 I, CHARLES CHINNICI, being first duly sworn under penalty of perjury, do hereby
7 declare and say as follows:

- 8 1. That CORAZON REAL ESTATE is the Defendant in the foregoing matter;
9 2. That all statements made in the foregoing Motion to Dismiss Case With Prejudice
10 are true to the best of my knowledge and belief;
11 3. That your Affiant understands the penalties for perjury that could include prison
12 and that perjury is a felony. Your Affiant swears under penalty of perjury that the foregoing
13 assertions of fact are true and correct.
14

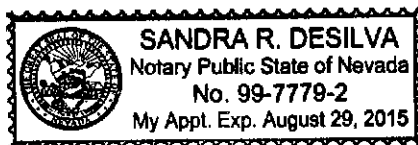
15 **FURTHER YOUR AFFIANT SAYETH NOT:**

16 DATED this 12th day of October, 2012.

17
18 
19
20 **CHARLES CHINNICI**

21 SUBSCRIBED and SWORN to before me
22 this 12th day of October, 2012.

23
24 
25 **NOTARY PUBLIC**



1
2
3 **CERTIFICATE OF SERVICE**
4

5 I, CHARLES CHINNICI, certify that on the 17th day of October, 2012, I caused to
6 be delivered by :

7 _____ MESSENGER SERVICE

8 _____ FACSIMILE to the following number: _____
9

10 XXXX U.S. MAIL


11 _____ CERTIFIED MAIL, RETURN RECEIPT REQUESTED

12 _____ FEDERAL EXPRESS or other overnight delivery

13 A true and correct copy of the within document: **MOTION TO DISMISS CASE WITH**

14 **PREJUDICE**, Case #CV12-02385, addressed as follows:
15

16 ALEXANDER M. FALCONI
17 1570 Sky Valley Drive, #F201
18 Reno, Nevada 89523

19
20 
21 CHARLES CHINNICI
22
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CV12-02385
ALEXANDER FALCONI VS CORAZON
District Court
Washoe County
DC-9900039826-029
CORAZON 3 Pages
10/19/2012 10:29 AM
3795
DCRAGON

FILED

2012 OCT 19 AM 10:29

JOEY BROWN HASTINGS
CLERK OF THE COURT

Code: 3795
Alexander M. Falconi
1570 Sky Valley Dr. #F201
Reno, Nevada 89523
775-391-9139
Appearing in Proper Person

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M FALCONI, an individual;

Plaintiff, Counter-defendant,

vs.

CORAZON REAL ESTATE, a domestic
corporation; and DOES I-X, inclusive;

Defendant, Counterclaimant.

Case #: CV12-02385

Dept #: 9

**REPLY TO OPPOSITION TO MOTION TO REQUIRE CORAZON REAL ESTATE TO
OBTAIN COUNSEL**

COMES NOW, Plaintiff, Alexander M. Falconi, hereafter 'FALCONI', appearing in proper person, and hereby files a reply to Corazon Real Estate's Opposition to Motion to Require Corazon Real Estate To Obtain Counsel filed on October 17, 2012. This reply is based upon the following memorandum of points and authorities and all pleadings on file herein.

MEMORANDUM OF POINTS AND AUTHORITIES

CORAZON's requests for relief, including dismissal for lack of subject-matter jurisdiction, contravene DCR 13(3)¹, which obligate CORAZON to constrain its memoranda of points and authorities to oppose the supporting memoranda of points and authorities provided in FALCONI's motion; that is, CORAZON should have cited statutory law, case law, and other authority that stand in direct opposition to the statutory law, case law, and other authority provided by FALCONI.

¹ DCR 13(3): "Within 10 days after the service of the motion, the opposing party shall serve and file his written opposition thereto, together with a memorandum of points and authorities and supporting affidavits, if any, stating facts showing why the motion should be denied."

1 CORAZON's Opposition in its entirety is utterly devoid of points and authorities and
2 should be treated as non-responsive on that basis alone. In re Discipline of Schaefer, 25 P. 3d
3 191 (2001) at page 200, the Nevada Supreme Court discussed "We note that Schaefer cites no
4 authority in support of his argument, and so it need not be considered"; and again in State Indus.
5 Ins. System v. Buckley, 682 P. 2d 1387 (1984) at page 1390 it discussed:

6
7 Rather, this Court has been supplied with two pages of conclusory arguments,
8 lacking substantive citation to relevant authority, and failing to address the
9 pivotal issues in the case. Under these circumstances, we decline to consider
its assignments of error.

10 and again in Gilbert v. Warren, 594 P. 2d 696 (1979) at page 698: "Appellant has raised other
11 arguments to set aside the agreement. However, the arguments are not supported by authority
12 and, therefore, we need not consider them."

13 It is imperative that if CORAZON is permitted to proceed in proper person, that further
14 motions and oppositions filed are in accordance with the NRCP, NAR, DCR, SCR, NRAP,
15 WDCR, and NRS, and that authority must be cited properly.

16
17 **AFFIRMATION:** This document does not contain the social security number of any person.

18 Dated this 19th day of October, 2012.

19
20 

21 Alexander M. Falconi
22
23
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28

CERTIFICATE OF NRCP 5 SERVICE

I, Alexander M. Falconi, do hereby solemnly swear under penalty of perjury that I am over the age of 18 and a party to this action and that I **personally** served a true and correct copy of this Reply upon the following:

Corazon Real Estate
Attn: Charles Chinnici
254 Vassar Street
Reno, Nevada 89502

SERVED THIS 19 day of October, 2012.



Alexander M. Falconi

CV12-02385
ALEXANDER FALCONI VS. CORAZON
District Court
Washoe County
DC-9900039826-030
Page
10/19/2012 10:29 AM
3860

FILED

2012 OCT 19 AM 10:29

JOEY CORAZON, CLERK OF THE COURT

Code: 3860
Alexander M. Falconi
2142 Roundhouse Rd.
Sparks, NV 89431
775-391-9139
Appearing in Proper Person

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI, an individual;
Plaintiff,

Case #: CV12-02385

vs.

CORAZON REAL ESTATE, a domestic
corporation; and DOES I-X, inclusive;
Defendant.

Dept #: 9

REQUEST FOR SUBMISSION

COMES NOW, Plaintiff, Alexander M. Falconi, appearing in proper person, and hereby requests the Motion to Require Corazon Real Estate to Obtain Counsel filed on October 15, 2012 be submitted to the Court for decision.

AFFIRMATION¹: This document does not contain a social security number of any person.

DATED this 19 day of OCTOBER, 2012.

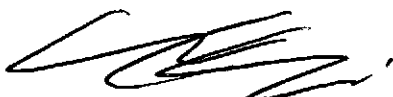

Alexander M. Falconi

NRCP 5 CERTIFICATE OF MAILING

I hereby declare that I am over the age of 18 and a party to this action and that I **personally** served a true and correct copy of this Request upon the following:

Corazon Real Estate
Attn: Charles Chinnici
254 Vassar Street
Reno, Nevada 89502

SERVED THIS 19 day of OCTOBER, 2012.


Alexander M. Falconi

¹ This affirmation is in accordance with NRS 239B.030.

ORIGINAL

FILED

Code: 2645
Alexander M. Falconi
1570 Sky Valley Dr. #F201
Reno, Nevada 89523
75-391-9139
Appearing in Proper Person

2012 OCT 23 PM 1:55

CLERK OF DISTRICT COURT
JUDICIAL DISTRICT NO. 2
RENO, NEVADA
[Signature]

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M FALCONI, an individual;

Plaintiff, Counter-defendant,

vs.

CORAZON REAL ESTATE, a domestic
corporation; and DOES I-X, inclusive;

Defendant, Counterclaimant.

Case #: CV12-02385

Dept #: 9

OPPOSITION CORAZON REAL ESTATE'S TO MOTION TO DISMISS

COMES NOW, Plaintiff, Alexander M. Falconi, hereafter 'FALCONI', appearing in proper person, and hereby files an opposition to Corazon Real Estate's Motion to Dismiss filed on October 17, 2012. This opposition is based upon the following memorandum of points and authorities and all pleadings on file herein.

MEMORANDUM OF POINTS AND AUTHORITIES

I. Factual Background

On September 20, 2012, FALCONI filed his Complaint.

On October 12, 2012, Corazon Real Estate, hereafter 'CORAZON', filed its Answer and Counterclaim.

On October 15, 2012, FALCONI filed his Reply to Counterclaim.

On October 17, 2012, CORAZON filed the instant Motion to Dismiss alleging FALCONI's claim for punitive damages is a sham to establish subject-matter jurisdiction in

1 district court and that the matter should be removed to justice court as a small-claims action.

2 CORAZON also makes a series of argumentative statements which FALCONI has disregarded¹.

3 II. Legal Analysis

4 1. Corazon Fails to Cite Relevant Authority

5 Pursuant to DCR 13(2):

6
7 A party filing a motion shall also serve and file with it a memorandum of
8 points and authorities in support of each ground thereof. The absence of such
9 memorandum may be construed as an admission that the motion is not
10 meritorious and cause for its denial or as a waiver of all grounds not so
11 supported.

12 CORAZON's Motion in its entirety is utterly devoid of points and authorities and should be
13 denied on that basis alone. In re Discipline of Schaefer, 25 P. 3d 191 (2001) at page 200, the
14 Nevada Supreme Court discussed "We note that Schaefer cites no authority in support of his
15 argument, and so it need not be considered"; and again in State Indus. Ins. System v. Buckley,
16 682 P. 2d 1387 (1984) at page 1390 it discussed:

17 Rather, this Court has been supplied with two pages of conclusory arguments,
18 lacking substantive citation to relevant authority, and failing to address the
19 pivotal issues in the case. Under these circumstances, we decline to consider
20 its assignments of error.

21 and again in Gilbert v. Warren, 594 P. 2d 696 (1979) at page 698: "Appellant has raised other
22 arguments to set aside the agreement. However, the arguments are not supported by authority
23 and, therefore, we need not consider them." It would be inequitable to expect FALCONI to guess
24 by what authority CORAZON is attempting to dismiss FALCONI's case.

25 2. Mr. Chinnici May be Committing Unauthorized Practice of Law

26 CORAZON's motion to dismiss is premature as there is a motion based upon WDCR
27 23.5² pending before the Court to determine whether or not Mr. Chinicci is authorized to
28

¹ Plaintiff states this opportunity to deny that he is intimidating Corazon Real Estate in any way and that he is and has been employed for several months full-time and is attending the University of Nevada, Reno as a part-time student.

1 represent CORAZON, a Nevada corporation, in proper person in the first place. In Salman v.
2 Newell, 885 P. 2d 607 (1994), the Nevada Supreme Court went as far as to state that attempting
3 to represent a corporation in proper person is a crime:

4 NRS 7.285 provides that "[n]o person shall practice law in this state unless he
5 is an active member of the State Bar of Nevada pursuant to the rules of the
6 supreme court." The statute further provides that any person who practices
7 law who is not an active member of the State Bar of Nevada is guilty of a
8 misdemeanor.

3. A Plaintiff Cannot be Forced to File an Small-Claims Action

9 Despite CORAZON's personal opinions, the Supreme Court of Nevada addressed this
10 issue in Aftercare of Clark County v. Justice Ct., 82 P. 3d 931 (2004) at page 932:

11 In these consolidated appeals, we consider whether justices of the peace may
12 deny jury trials to litigants who have filed a civil action in justice's court,
13 rather than a small claims action, and seek less than \$5,000. The Las Vegas
14 Township Justice's Court has implemented a policy denying jury trials to
15 litigants unless \$5,000 or more is at stake. The district court declined to issue
16 extraordinary relief compelling justice's court jury trials for the appellants,
17 who are the defendants in two justice's court civil actions, both involving less
18 than \$5,000.

19 The Nevada Supreme Court then concluded at page 936:

20 Because the Las Vegas Township Justice's Court's policy violates the Nevada
21 constitutional guaranty of trial by jury, we reverse the district court orders that
22 denied appellants' petitions for writ relief, and we remand these cases to the
23 district court for the issuance of writs of mandamus, compelling justice's court
24 jury trials in these cases.

25 Therefore, even if CORAZON were successful in attacking the subject-matter jurisdiction of the
26 district court by dismissing FALCONI's claims for punitive damages, the case would be
27 removed to justice court as a civil action, not a small-claims action.
28

/ - /

/

² WDCR 23.5: "A corporation may not appear in proper person."

4. Standard of Review

I discussing the standard of review on a motion to dismiss, the Nevada Supreme Court held in Edgar v. Wagner, 699 P. 2d 110 (1985) at page 111:

On review of a motion to dismiss, our task is to determine whether or not the challenged pleading sets forth allegations sufficient to make out the elements of a right to relief. Crucil v. Carson City, 95 Nev. 583, 600 P.2d 216 (1979); cf. Stump v. Sparkman, 435 U.S. 349, 354, 98 S.Ct. 1099, 1103, 55 L.Ed.2d 331 (1978). In making this determination, the allegations in the complaint must be taken at "face value," California Motor Transport Co. v. Trucking Unlimited, 404 U.S. 508, 515, 92 S.Ct. 609, 614, 30 L.Ed.2d 642 (1972), and must be construed favorably in the plaintiff's behalf. The complaint cannot be dismissed for failure to state a claim unless it appears beyond a doubt that the plaintiff could prove no set of facts which, if accepted by the trier of fact, would entitle him to relief. Conley v. Gibson, 355 U.S. 41, 45-46, 78 S.Ct. 99, 101-02, 2 L.Ed.2d 80 (1957).

The Supreme Court of Nevada elaborates on the consideration of evidence in Chowdhry v. NLVH, INC., 851 P. 2d 459 (1993) at page 461, where it discussed:

A motion for involuntary dismissal of an action may be made after the close of plaintiff's case "on the ground that upon the facts and the law the plaintiff has failed to prove a sufficient case for the court or jury." NRCp 41(b). In ruling on a 41(b) motion, a court ***must*** accept the plaintiff's evidence as true, draw all permissible inferences in the plaintiff's favor, and not assess the credibility of the witnesses or the weight of the evidence. Nevada Indus. Dev., Inc. v. Benedetti, 103 Nev. 360, 362, 741 P.2d 802, 804 (1987) (citations omitted). To defeat a 41(b) motion, the plaintiff must present a prima facie case upon which relief may be granted. *Id.* at 362-63, 741 P.2d at 804. (emphasis added)

And even more recently, adamantly reinforced the liberal construction the deeming of all factual allegations as true in Vacation Village v. Hitachi America, 874 P. 2d 744 (1994) at page 146:

The standard of review for a dismissal under NRCp 12(b)(5) is rigorous as this court "must construe the pleading liberally and draw every fair intendment in favor of the [non-moving party]." Squires v. Sierra Nev. Educational Found., 107 Nev. 902, 905, 823 P.2d 256, 257 (1991) (quoting Merluzzi v. Larson, 96 Nev. 409, 411, 610 P.2d 739, 741 (1980)). All factual allegations of the complaint ***must*** be accepted as true. Capital Mortgage Holding v. Hahn, 101 Nev. 314, 315, 705 P.2d 126 (1985). A complaint will not be dismissed for failure to state a claim "unless it appears beyond a doubt that the plaintiff could prove no

1 set of facts which, if accepted by the trier of fact, would entitle him [or
2 her] to relief." *Edgar v. Wagner*, 101 Nev. 226, 228, 699 P.2d 110, 112
3 (1985) (citing *Conley v. Gibson*, 355 U.S. 41, 45-46, 78 S.Ct. 99, 102, 2
4 L.Ed.2d 80 (1957)). (emphasis added)

5. Argument in Support of Punitive Damages

5 In accordance with the above-mentioned standard of review, all facts, allegations, and
6 evidence in support of FALCONI's argument in opposition to dismiss shall be assumed true for
7 the purposes of opposing CORAZON's motion to dismiss.

8 In *Miller v. Schnitzer*, 371 P. 2d 824 (1962) at page 829, the Supreme Court of Nevada
9 discussed:

11 The concept of punitive damages rests upon a presumed public policy, **to**
12 **punish the wrongdoer for his act and to deter others from acting in**
13 **similar fashion.** Net worth evidence was received to aid the jury in deciding
14 how large or how small its punitive allowance need be to promote the
15 mentioned policy. The plaintiff had already been "made whole" by the
16 allowance of substantial compensatory damages. Her further enrichment by
17 **the collection of additional damages labeled punitive must be justified**
18 **upon the ground of public policy, and not for the reason that she has a**
19 **right to such additional sum.** (emphasis added)

20 As a landlord, CORAZON's obligation to maintain the air conditioning and appliances (oven) is
21 statutory. NRS 118A.290(1)(i)³. While it may seem reasonable at first blush to simply refund the
22 monies FALCONI was forced to pay towards maintenance of the air conditioner and oven, such
23 an award actually incentivizes the continuation of the policy to violate the law. The Court must
24 consider that, in actuality, very few individuals actually sue to recover monies when wronged.
25 For example, if 100 tenants are forced by CORAZON to pay maintenance for the air
26 conditioning, and five (5) sue to in order to be made whole, CORAZON would still reap the
27 profits of the remaining 95. CORAZON would have every reason to continue its conduct. By
28 awarding punitive damages, CORAZON would have no reason to continue to ignore the law

³ NRS 118A.290(1)(i): "Ventilating, air-conditioning and other facilities and appliances, including elevators, maintained in good repair if supplied or required to be supplied by the landlord."

1 because any profits it reaps on the tenants who never sue are erased by the Court's punishment.

2 This serves the public interest by causing the law, as established by the legislature, to be heeded

3 and not ignored. The Supreme Court of Nevada illustrates precisely this point in Hansen v.

4 Harrah's, 675 P. 2d 394 (1984) at page 397:

5 We know of no more effective way to nullify the basic purposes of Nevada's
6 workmen's compensation system than to force employees to choose between a
7 continuation of employment or the submission of an industrial claim. In the
8 absence of an injury resulting in permanent total disability, most employees
9 would be constrained to forego their entitlement to industrial compensation in
10 favor of the economics necessity of retaining their jobs...**It would not only**
11 **frustrate the statutory scheme**, but also **provide employers with an**
12 **inequitable advantage** if they were able to **intimidate employees with the**
13 **loss of their jobs** upon the filing of claims for insurance benefits as a result of
14 industrial injuries... We are also asked to rule upon the availability of punitive
15 damages in an action for unlawful discharge in retaliation for filing a
16 workmen's compensation claim. We hold that, as with any intentional tort,
17 punitive damages are appropriate in cases where employees can demonstrate
18 malicious, oppressive or fraudulent conduct on the part of their employers in
19 accordance with NRS 42.010. **Indeed, the threat of punitive damages may**
20 **be the most effective means of deterring conduct which would frustrate**
21 **the purpose of our workmen's compensation laws.** (emphasis added)

22 There are two (2) key points raised in this case. The first is the Court's acknowledgement that
23 certain relationships between parties, i.e. employer and employee, landlord and tenant, offer the
24 stronger parties so much leverage that statutes can be rendered meaningless as easily as
25 threatening a person with the loss of their job or with ejection from their home. When these
26 threats arise, not only does the victim have to consider the perils of litigation, but the loss of their
27 job or home. This pressure can be so overwhelming that many individuals will opt to forego their
28 rights in order to avoid the consequence they are threatened with. Secondly, the Court
acknowledges that this conduct "frustrates the statutory scheme" and that "indeed, the threat of
punitive damages may be the most effective means of deterring conduct which would frustrate
the purpose of our workmen's compensation laws". The ugly truth is that unless the Court erases

1 the potential profit gained by disregarding a statute, the statute may as well not even exist.

2 Eventually, the Supreme Court of Nevada concluded at page 397:

3 Imposition of punitive damages in the instant cases, however, would be unfair.
4 We have stated that the justification for punitive damages is "to punish the
5 offender and deter others." Summa Corporation v. Greenspun, 96 Nev. 247,
6 257, 607 P.2d 569, 575 (1980). It would be unfair to punish employers for
7 conduct which they could not have known beforehand was actionable in this
8 jurisdiction. Using this same reasoning, other courts have likewise held that
9 punitive damages should not be awarded **in the case which initially adopts
10 this new cause of action.** Kelsay, 384 N.E.2d at 360; Brown, 588 P.2d at
11 1095; Murphy, 630 P.2d at 193. Therefore, assuming appellants are able to
prove their allegations of retaliatory discharge against employers, the latter's
conduct in the instant cases does not justify the imposition of punitive
damages. **Punitive damages may be, however, appropriately awarded for
any such cause of action that arises subsequent to this opinion.** (emphasis
added)

12 In this case, our superior court acknowledged the two (2) competing doctrines, namely, that
13 Nevada's at-will employment policy which allows employers to fire employees "for any reason"
14 was clashing with persuasive authority in support of a cause of action for retaliatory discharge.
15 Our superior court adopted a narrow cause of action for retaliatory discharge, however, ruled that
16 because the employer could not have known such conduct was actionable in this state, that it
17 should not be susceptible to punitive damages. The major significance of this decision is that
18 FALCONI need not crawl into CORAZON's mind to prove that their conduct was the product of
19 some explicit, evil machination (as may be required to support a claim of mental anguish and
20 emotional distress). It is merely required that CORAZON have notice. Even more significant is
21 that our superior court considered the mere publication of their opinion of the aforementioned
22 case to be notice and that in the future, punitive damages could be awarded. In the instant case,
23 CORAZON has notice **both** by Nevada Revised Statute **and** by the written notice⁴ served upon it
24 by Jennifer Janoss. Complaint, paragraph 11. Exhibit 1.

25 The relationship between punitive damages and the compensatory damages they flow
26 from is irrelevant. In Miller v. Schnitzer, 371 P. 2d 824 (1962) at page 831 footnote 1, the
27 Nevada Supreme Court discussed:

28
⁴ Besides requesting repair of the toilet, the written notice also states: "Pursuant to NRS 118A.290(1)(i), it is your obligation as a landlord to maintain the appliances and A/C."

1 This result comes about because compensatory damages are designed to make
2 the plaintiff whole for her injury, without reference to the defendant's ability
3 to pay, **while punitive damages purpose to punish the defendant without
reference to the plaintiff's injury.** (emphasis added)

4 The Supreme Court of Nevada reinforces this in Northern Nev. Mobile Home Brokers v. Penrod,
5 610 P. 2d 724 (1980) at pages 726-727:

6
7 Appellants also contend that the award of punitive damages in the amount of
8 \$30,000 was excessive. **We disagree.** A district court jury made an award to
9 the Penrods in the amount of \$2,000 compensatory damages and \$30,000
10 punitive damages... Punitive damages are designed to punish a wrongdoer for
11 his act, and to deter others from acting in a similar fashion... Furthermore, **the
amount of an award of punitive damages need have no particular
relationship to the amount of compensatory damages.** Randono v. Turk, 86
Nev. 123, 466 P.2d 218 (1970). (emphasis added)

12 In this case, the amount of punitive damages is fifteen (15) times the amount of the
13 compensatory damages. Whilst CORAZON can claim financial annihilation in to support an
14 argument of excessive punitive damages, it may not merely rely on the relationship between the
15 punitive and compensatory damages. It is also notable that if the legislature intended for there to
16 be a proportional relationship between compensatory and punitive damages, that it would not
17 have enacted NRS 42.005(1)(b)⁵, and simply constrained all awards of punitive damages
18 (whether above or below \$100,000) to a maximum of three (3) times the compensatory damages.

19 CORAZON's conduct supports a finding of oppression and malice. In Clark v.
20 Lubritz, 944 P. 2d 861 (1997) at page 865, the Nevada Supreme Court discussed:

21 Under NRS 42.005, punitive damages may be awarded in an action "not
22 arising from contract," where it is proven by clear and convincing evidence
23 that "the defendant has been guilty of oppression, fraud or malice, express or
implied."

24 In Ainsworth v. Combined Ins. Co. of Amer., 774 P. 2d 1003 (1989) at page 1012, the Nevada
25 Supreme Court discussed:

26 Where, as here, substantial evidence indicates that an insurer **knowingly**
27 refused payment of a valid claim for urgently needed policy benefits in bad
28

⁵ NRS 42.005(1)(b): "Three hundred thousand dollars if the amount of compensatory damages awarded to the plaintiff is less than \$100,000."

1 faith, and the insurer not only knew the claimant was in dire need of those
2 benefits, but also had reason to know **that it was probable that the claimant**
3 **would suffer unjust hardship** if deprived of those benefits, in our view, a
4 finding of oppression is amply justified. As the opinion points out, our
5 previous decision in *Jeep Corporation v. Murray*, 101 Nev. 640, 650, 708 P.2d
6 297, 304 (1985), clearly indicates that **"oppression," sufficient to warrant**
7 **an award of punitive damages under NRS 42.010, "is present where the**
8 **plaintiff has been subjected to 'cruel and unjust hardship in conscious**
9 **disregard of his rights.'" Ainsworth**, 104 Nev. at ___, 763 P.2d at 675. Thus,
10 once again we observe, there was not only substantial evidence supporting the
11 jury's uncontested finding that Combined processed the claim in "bad faith"
12 and in conscious disregard of Ainsworth's clear right to the policy benefits,
13 but there was also substantial evidence supporting a finding that, in so doing,
14 Combined consciously and deliberately **attempted to pressure the**
15 **Ainsworths into abandoning their rightful claim, and, thereby, subjected**
16 **them "to cruel and unjust hardship."** (emphasis added)

11 CORAZON sent a letter demanding payment for no-show of the stove (Complaint, paragraph 8),
12 sent a letter threatening eviction if maintenance for the air conditioner was not paid (Complaint,
13 paragraph 12), ignored the written notice of its statutory obligations served upon it by Jennifer
14 Janoss (Complaint, paragraph 11 and Exhibit 1), posted a notice of unlawful detainer for non-
15 payment of rent on FALCONI's door (Complaint, paragraph 17), chose to proceed with a
16 summary eviction proceeding even after admitting it had received rent in order to compel
17 FALCONI to pay for the repair costs of the air conditioner (Complaint, paragraph 18), and
18 threatened to lock-out FALCONI if he didn't pay the \$105.00 in order to avoid eviction
19 (Complaint, paragraph 21). CORAZON attempted (and succeeded) in pressuring FALCONI into
20 abandoning his rightful position, and, thereby subjected him (and his minor son) to cruel and
21 unjust hardship. Therefore, CORAZON's conduct supports a finding of oppression and an award
22 of punitive damages. CORAZON's conduct also supports a finding of malice. In Nevada Cement
23 Company v. Lemler, 514 P. 2d 1180 (1973), the Supreme Court of Nevada discussed:
24

25
26
27 The record supports a finding of malice in fact. The appellants' wrongful
28 conduct was "willful, intentional, and done in reckless disregard of its possible
results." Their conduct was not simply accidental or negligent. They knew
from the outset that a large volume of dust was being discharged to fall upon

1 the countryside, yet their kiln No. 2 was intentionally operated for the entire
2 nineteen months with apparent disregard for the possible results. This conduct
3 provided the requisite malice in fact and warranted the trial judge in assessing
4 punitive damages.

5 Any provision in CORAZON's contract obligating FALCONI to maintain the air
6 conditioner contravenes NRS 118A.290(1)(i)³ and is therefore void. In Rivero v. Rivero, 216 P.
7 3d 213 (2009) at pages 226-227 the Nevada Supreme Court discussed:

8 Parties are free to contract, and the courts will enforce their contracts **if they**
9 **are not unconscionable, illegal, or in violation of public policy**. See D.R.
10 Horton, Inc. v. Green, 120 Nev. 549, 558, 96 P.3d 1159, 1165 (2004) (citing
11 unconscionability as a limitation on enforceability of a contract); NAD, Inc. v.
12 Dist. Ct., 115 Nev. 71, 77, 976 P.2d 994, 997 (1999) (stating "parties are free
13 to contract in any lawful matter"); Miller v. A & R Joint Venture, 97 Nev.
14 580, 582, 636 P.2d 277, 278 (1981) (discussing public policy as a limitation
15 on enforceability of a contract). (emphasis added)

16 The legislature reinforced this principle with NRS 118A.220 which states that any rental
17 agreement which provides that a tenant "Agrees to waive or forego rights or remedies afforded
18 by this chapter" is "is void as contrary to public policy". Even if CORAZON's contract were not
19 declared void, the maintenance provisions of the contract are ambiguous and contradict each
20 other. The lease agreement (Answer and Counterclaim, Exhibit 1) at page 9 states:

21 Tenant is responsible (at his expense) for maintenance items such as the
22 following: Stoppage of commodes due to foreign object insertion (i.e. baby
23 wipes, tampons, excessive tissue; regardless of "flushable" designation),
24 clogging of drains from excessive grease, hair, etc., damage to appliances
25 from misuse, clogging or stopping of furnace from failure to clean or replace
26 filter. Broken windows, regardless of the cause, replacing burned out light
27 bulbs, replacement of broken light fixtures, replacement of broken vanity
28 mirrors, shower doors, closet doors, damage to cabinet doors, or drawers, and
29 minor plumbing items such as dripping faucets, or any other item caused by
30 Tenant's negligence or misuse. Tenant is responsible for, and agrees to pay for
31 any damage done by wind or rain caused by leaving windows or doors open.

32 Nowhere is the air conditioner mentioned. Furthermore, the lease agreement at page 4 states:

33 **MAINTENANCE, REPAIRS OR ALTERATIONS:** Except as specifically
34 authorized by law, **no repairs, alterations, or painting of any kind to the**
35 **premises shall be made** without consent of the Owner. Tenant shall report

1 any defect or natural wear pertaining to plumbing, wiring, or workmanship of
2 the premises in writing at once. ... Owner has the right to repair, replace or
3 remove any equipment or appliances that are no longer in good working
4 order... (emphasis added)

5 In Farmers Insurance Exchange v. Young, 832 P. 2d 376 (1992) at page 379 the Nevada
6 Supreme Court discussed:

7 The relevant rules of construction are straightforward. First, **any contract is**
8 **construed against the party who prepared the contract.** E.g., Caldwell v.
9 Consolidated Realty, 99 Nev. 635, 668 P.2d 284 (1983). Farmers prepared and
10 printed this contract; thus, every term must be construed in favor of
11 respondent, the insured. (emphasis added)

12 Because CORAZON drafted the lease agreement, the Court must construe the ambiguous
13 provisions against it. The Nevada Supreme Court reinforces this in Dickenson v. State, Dept. of
14 Wildlife, 877 P. 2d 1059 (1994) at page 1061:

15 This court has held that when a contract is ambiguous, it will be construed
16 against the drafter. Williams v. Waldman, 108 Nev. 466, 473, 836 P.2d 614,
17 619 (1992).

18 Now the question becomes, can CORAZON claim it didn't know its contract was void or
19 ambiguous and therefore the intent behind oppression and malice necessary for punitive damages
20 is lacking? The Supreme Court of Nevada discusses the obvious incentive this would establish in
21 Ainsworth v. Combined Ins. Co. of America, 763 P. 2d 673 (1988) at page 676:

22 Combined's obstinate and unjustified refusal to pay, in our opinion, constitutes
23 oppression as contemplated by the statute. The evidence establishes that the
24 Ainsworths were in desperate need of funds, and that Combined had reason to
25 know of their dire circumstances. The record clearly supports an inference that
26 Combined consciously disregarded the rights of its insured by clinging to its
27 restrictive definition of "accident" as used in its policy... **The insurer may**
28 **not rely on its own ambiguous contract as the sole basis for**
denial. Rawlings, supra, 726 P.2d at 572, see also Sullivan v. Dairyland Ins.
Co., 98 Nev. 364, 649 P.2d 1357 (1982). **To allow such conduct would only**
encourage ambiguous contracts. ... Therefore, we conclude that the jury's
award of punitive damages was supported by substantial evidence. (emphasis
added)

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V. Conclusion

It is not out of revenge, spite, or hatred that FALCONI seeks punitive damages, but in the interests of public policy. The legislature has drawn several lines in the sand regarding the rights of landlord and tenant, and absent an award of punitive damages, CORAZON has every incentive to continue to shift its statutory obligations on its tenants with the threat of eviction. FALCONI's allegations support a cause of action wherein punitive damages must be awarded. THEREFORE, CORAZON's motion to dismiss should be denied.

AFFIRMATION: This document does not contain the social security number of any person.

Dated this 28th day of October, 2012.



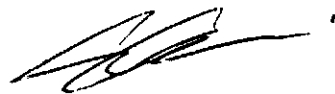
Alexander M. Falconi

DECLARATION OF ALEXANDER M. FALCONI

I, Alexander M. Falconi, state that I have read this Opposition and that the contents are true and correct of my own personal knowledge, except for those matters I have stated that are not of my own personal knowledge, but that I only believe them to be true, and as for those matters, I do believe they are true.

I declare⁶ under penalty of perjury that the foregoing is true and correct.

EXECUTED this 28th day of October, 2012.



Alexander M. Falconi

⁶ NRS 53.045: "Any matter whose existence or truth may be established by an affidavit or other sworn declaration may be established with the same effect by an unsworn declaration of its existence or truth signed by the declarant under penalty of perjury, and dated, in substantially the following form: If executed in this State: "I declare under penalty of perjury that the foregoing is true and correct."

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Corazon Real Estate
Attn: Charles Chinnici
254 Vassar Street
Reno, Nevada 89502

SERVED THIS 29 day of October, 2012.



Alexander M. Falconi

⁷ Because this Opposition was personally served, NRCP 6(c) does not apply.

List of Exhibits

Exhibit 1: Written Notice by Jennifer Janoss
Pages: 1

EXHIBIT 1

CV12-02385
ALEXANDER FALCONI VS CORAZO
District Court
Washoe County
FY1

DC-9900040120-029
VS CORAZO 2 Pages
10/29/2012 01:55 PM
2645
1 page

EXHIBIT 1

July 24, 2012

Corazon Real Estate

By facsimile: 775-826-1415

Re: Re: Bill Reimbursement and Problem with Toilet

Dear Landlord:

I am in receipt of your demand for \$125.48 for maintenance of the air conditioner and stove tops.

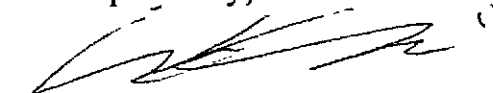
Pursuant to NRS 118A.290(1)(i)¹, it is your obligation as a landlord to maintain appliances and A/C.

Therefore, I request that you remove the items from my bill.

There are also two new repairs needed: 1) the most recent repairs made on the toilet did stop the leaking but there is still an underlying problem in that the toilet has an extremely weak draw on the water. A flush will draw down some but not all waste and multiple flushes doesn't solve the problem. 2) the towel rack above the toilet has collapsed.

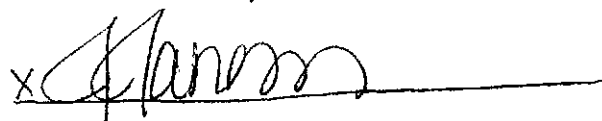
You have permission to enter the premises to make these repairs without my being home.

Respectfully,



Alexander M. Falconi
2142 Roundhouse Rd.
Sparks, NV 89431
775-391-9139

I, JENNIFER JANS, PERSONALLY DELIVERED THIS NOTICE
OFF ON THE 24th DAY OF July, 2012.



¹ NRS 118A.290(1)(i): "Ventilating, air-conditioning and other facilities and appliances, including elevators, maintained in good repair if supplied or required to be supplied by the landlord."

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2012 NOV -1 PM 4:38

CLERK OF THE COURT
BY: [Signature]

CODE 3795
CHARLES CHINNICI for
CORAZON REAL ESTATE
254 Vassar Street
Reno, Nevada 89502
(775) 826-1414
Defendant – In pro per

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI,

Case No. CV12-02385

Plaintiff,

Dept. No. 9

vs.

CORAZON REAL ESTATE,

Defendant.

REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO DISMISS

COMES NOW, Defendant, CHARLES CHINNICI for CORAZON REAL ESTATE,
in pro per, and hereby respectfully files his Reply to Plaintiff's Opposition to Defendant's
Motion to Dismiss, in the above-entitled case.

It would appear from Defendant's twelve (12) page Opposition filled with case law in
answer to Defendant's three (3) page Motion to Dismiss with Prejudice that it is the Plaintiff
who is practicing law without a license, not the Defendant. It is clear that the Plaintiff,
FALCONI, is fully versed in the law, is litigious in nature, and no stranger to intimidation
tactics, having worked for years for collection agencies.

Defendant cited no authority because he is not an attorney as versed in the law as

CV12-02385
ALEXANDER FALCONI VS. CORAZON REAL ESTATE
District Court
Washoe County
3795
M. ALPHEIC

1 Plaintiff appears to be and because this case falls under a higher authority called **common**
2 **sense**. Plaintiff has wasted the Court's time by filing a frivolous lawsuit in the wrong Court,
3 deliberately asking for non-existent damages in excess of Twenty Thousand Dollars
4 (\$20,000.00) just so he could bring this case before a higher Court than he is entitled to.
5

6 Plaintiff complains that he cannot be compelled to take his case to Small Claims Court,
7 yet asks this Court to Order the Defendant to hire an attorney. It is clear that the Plaintiff has a
8 vendetta against the Defendant and intends to push this case as far as he can in order to cost the
9 Defendant as much money as he can.
10

11 Plaintiff is engaging in vexatious litigation for the sole purpose of harassing the
12 Defendant by wasting his time and money to defend this case over One Hundred and Twenty-
13 five Dollars (\$125.00) he owes the Defendant but has refused to pay. In continuing to litigate
14 this meritless case before this Court FALCONI is not only harassing the Defendant but also the
15 Court. This case is about power and revenge, plain and simple.
16

17 This case belongs in Small Claims Court, not in District Court. The monetary
18 boundaries are for obvious reasons, in the interests of judicial economy and not to waste the
19 District Court's time on matters of this sort when they have so many serious cases to
20 adjudicate.
21

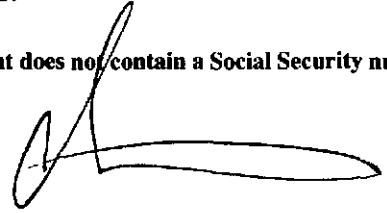
22 Therefore, this case should be Dismissed with Prejudice and if FALCONI wishes to
23 spend his time continuing his vindictive case against the Defendant he should at least be made
24 to do so in the proper Court, that being Small Claims Court as his alleged damages are less
25 than Five Thousand Dollars (\$5,000.00).
26

27 **WHEREFORE**, Defendant, CHARLES CHINNICI for CORAZON REAL ESTATE,
28

1 in pro per, hereby respectfully requests an Order or Orders from this Court Dismissing this
2 case in its entirety, With Prejudice.
3

4 Dated this 1st day of November, 2012.

5 Pursuant to NRS 239B.030, the undersigned certifies that this document does not contain a Social Security number.
6



7
8 CHARLES CHINNICI for
9 CORAZON REAL ESTATE
10 254 Vassar Street
11 Reno, Nevada 89502
12 (775) 826-1414
13 Defendant – In pro per
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CERTIFICATE OF SERVICE

I, CHARLES CHINNICI, certify that on the 1st day of November, 2012, I caused
to be delivered by :

_____ MESSENGER SERVICE

_____ FACSIMILE to the following number: _____

_____ U.S. MAIL

_____ CERTIFIED MAIL, RETURN RECEIPT REQUESTED

_____ FEDERAL EXPRESS or other overnight delivery

A true and correct copy of the within document: **REPLY TO PLAINTIFF'S OPPOSITION**

TO DEFENDANT'S MOTION TO DISMISS CASE WITH PREJUDICE, Case #CV 12-

02385, addressed as follows:

ALEXANDER M. FALCONI
1570 Sky Valley Drive, #F-201
Reno, Nevada 89523



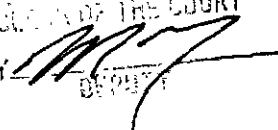
CHARLES CHINNICI

176-076
DC-9900040168-076
CV12-02385
ALEXANDER FALCONI VS CORAZO 2 Pages
11/01/2012 04:38 PM
District Court
Washoe County
MI aulpnc

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1 CODE 3860
2 CHARLES CHINNICI for
3 CORAZON REAL ESTATE
4 254 Vassar Street
5 Reno, Nevada 89502
6 (775) 826-1414
7 Defendant - In pro per

2012 NOV -1 PM 4:38

CLERK OF THE COURT
BY  DEPUTY

8 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

9 IN AND FOR THE COUNTY OF WASHOE

10 ALEXANDER M. FALCONI,

11 Plaintiff,

Case No. CV12-02385

12 vs.

Dept. No. 9

13 CORAZON REAL ESTATE,

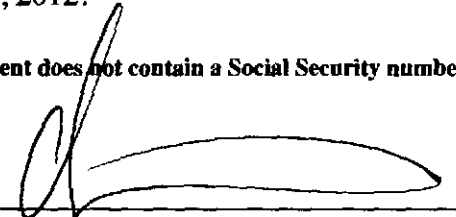
14 Defendant.
15 _____

16 **REQUEST FOR SUBMISSION**

17 COMES NOW, Defendant, CHARLES CHINNICI for CORAZON REAL
18 ESTATE, in pro per, and hereby requests that the Motion to Dismiss Case With Prejudice
19 filed on the 17th day of October, 2012, be submitted to the Court. The undersigned certifies
20 that a copy of this Request for Submission has been mailed or hand-delivered to all parties or
21 Counsel of Record.
22

23 Dated this 1st day of November, 2012.

24 Pursuant to NRS 239B.030, the undersigned certifies that this document does not contain a Social Security number.
25

26 
27 CHARLES CHINNICI for
28 CORAZON REAL ESTATE
254 Vassar Street
Reno, Nevada 89502
(775) 826-1414
Defendant - In pro per

CERTIFICATE OF SERVICE

I, CHARLES CHINNICI, certify that on the 1st day of November, 2012,

I caused to be delivered by :

_____ MESSENGER SERVICE

_____ FASCIMILE to the following number: _____

XXXX_ U.S. MAIL


_____ CERTIFIED MAIL, RETURN RECEIPT REQUESTED

_____ FEDERAL EXPRESS or other overnight delivery

A true and correct copy of the within document: **REQUEST FOR SUBMISSION**, Case

#CV12-02385, addressed as follows:

ALEXANDER M. FALCONI
1570 Sky Valley Drive, #F201
Reno, Nevada 89523



CHARLES CHINNICI

CV12-02385
ALEXANDER FALCONI VS CORAZON
District Court
Washoe County
DC-9900040677-007
PAGES 5
11/19/2012 02:07 PM
2490

Code: 2490
Alexander M. Falconi
570 Sky Valley Dr. #F201
Reno, Nevada 89523
75-391-9139
appearing in Proper Person

FILED

2012 NOV 19 PM 2:07

JOEY GREGG HASTINGS
CLERK OF THE COURT
BY *[Signature]*

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M FALCONI, an individual;
Plaintiff, Counter-defendant,

Case #: CV12-02385

vs.

Dept #: 9

CORAZON REAL ESTATE, a domestic
corporation;

Defendant, Counterclaimant.

MOTION TO AMEND COMPLAINT

COMES NOW, Plaintiff, Alexander M. Falconi, hereafter 'FALCONI', appearing in proper person, and hereby files a motion to amend complaint. This motion is based upon the following memorandum of points and authorities and all pleadings on file herein.

Memorandum of Points and Authorities

I. Factual Background

On September 20, 2012, Plaintiff, Alexander M. Falconi, hereafter 'FALCONI', filed a complaint in the instance case against Corazon Real Estate, hereafter 'CORAZON', together with a Notice of Extension of Time to File Answer in consideration of the fact that a move-out security deposit accounting was not yet available but expected by November 17, 2012.

On October 12, 2012, CORAZON filed an answer and counterclaim to complaint.

On November 16, 2012, CORAZON mailed the move-out security deposit accounting to FALCONI.

II. Argument

Pursuant to NRCP 15(a):

1 A party may amend the party's pleading once as a matter of course at any time
2 before a responsive pleading is served or...Otherwise a party may amend the
3 party's pleading only by leave of court or by written consent of the adverse
4 party; **and leave shall be freely given when justice so requires...** (emphasis
5 added)

6 This rule is reinforced in Adamson v. Bowker, 450 P. 2d 796 (1969) at page 800, where the
7 Supreme Court of Nevada went so far as to clarify on what grounds the district court may deny
8 the amendment of a pleading:

9 Since the adoption of the Nevada Rules of Civil Procedure we have
10 **emphasized** that NRCP 15(a) mandates that leave to amend shall be freely
11 given when justice so requires. *Weiler v. Ross*, 80 Nev. 380, 395 P.2d 323
12 (1964); *Good v. District Court*, 71 Nev. 38, 279 P.2d 467 (1955). In *Foman v.*
13 *Davis*, 371 U.S. 178, 83 S.Ct. 227, 9 L.Ed.2d 222 (1962), the United States
14 Supreme Court said: "Rule 15(a) declares that **leave to amend 'shall be**
15 **freely given when justice so requires'; this mandate is to be heeded.**"...In
16 *Forman v. Davis*, supra, Justice Goldberg writing for the court said: "If the
17 underlying facts or circumstances relied upon by a plaintiff may be a proper
18 subject of relief, he ought to be afforded an opportunity to test his claim on the
19 merits. In the absence of any apparent or declared reason — **such as undue**
20 **delay, bad faith or dilatory motive on the part of the movant, repeated**
21 **failure to cure deficiencies by amendments previously allowed, undue**
22 **prejudice to the opposing party by virtue of allowance of the amendment,**
23 **futility of amendment, etc.** — the leave sought should, as the rules require,
24 be 'freely given.' Of course, the grant or denial of an opportunity to amend is
25 within the discretion of the District Court, but **outright refusal to grant the**
26 **leave without any justifying reason appearing for the denial is not an**
27 **exercise of discretion; it is merely abuse of that discretion** and inconsistent
28 with the spirit of the Federal Rules." **We subscribe completely to this**
interpretation of the intent and purpose of NRCP 15(a). (emphasis added)

21 Because CORAZON sent the security deposit accounting to FALCONI after the original
22 complaint was filed, FALCONI was unable, at the time, to determine whether he had an
23 additional cause of action. Now that FALCONI has reviewed security deposit accounting, he
24 finds it necessary to add conversion as a cause of action to his complaint. CORAZON cannot
25 claim prejudice because FALCONI notified it well in advance that amended pleadings would
26 likely be necessary and even went so far to, in good faith, offer CORAZON an extension of time
27 to file an Answer. See Notice filed September 20, 2012.

1 FALCONI also, as a matter of course, has prepared other minor modifications that have
2 been italicized in his proposed amended complaint attached hereto as Exhibit 1. These
3 modifications include swapping two allegations to conform to the intended timeline format,
4 adjustment of compensatory damages to equal the sum of \$105.00 retained by CORAZON,
5 appending facts that have occurred after the filing of the complaint, correcting the monies
6 requested for punitive damages to conform to NRCP 8(a)¹, and a better articulation in the prayer
7 for relief.
8

9 III. Conclusion

10 In Hotel Last Frontier Corp. v. Frontier Properties, Inc., 380 P. 2d 293 (1963) at page
11 295, the Supreme Court of Nevada discussed:
12

13 Finally we mention, as a proper guide to the exercise of discretion, the basic
14 underlying policy to have each case decided upon its merits. In the normal
15 course of events, justice is best served by such a policy.

16 **THEREFORE**, FALCONI hereby requests:

- 17 1. That the Court **ORDER** FALCONI to sign, file, and serve the Amended Complaint
18 attached hereto as Exhibit 2;
- 19 2. That the Court **ORDER** CORAZON to file an amended answer to the amended
20 complaint within ten (10) days;
- 21 3. For such further relief as the Court deems necessary and just.

22 **AFFIRMATION:** This document does not contain the social security number of any person.
23

24 Dated this 16 day of NOVEMBER, 2012.

25 

26 Alexander M. Falconi
27
28

¹ NRCP 8(a): "Where a claimant seeks damages of more than \$10,000, the demand shall be for damages "in excess of \$10,000."

1 **DECLARATION OF ALEXANDER M. FALCONI**

2 I, Alexander M. Falconi, state that I have read this Motion and that the contents are true
3 and correct of my own personal knowledge, except for those matters I have stated that are not of
4 my own personal knowledge, but that I only believe them to be true, and as for those matters, I
5 do believe they are true.

6 **I declare² under penalty of perjury that the foregoing is true and correct.**

7 EXECUTED this 19 day of NOVEMBER, 2012.

8 

9 Alexander M. Falconi
10
11
12
13
14
15

16 **NRCP 5 CERTIFICATE OF SERVICE**

17 I, Alexander M. Falconi, do hereby solemnly swear under penalty of perjury that I am
18 over the age of 18 and a party to this action and that I **personally³** served a true and correct copy
19 of this Motion upon the following:

20 Corazon Real Estate
21 Attn: Charles Chinnici
22 254 Vassar Street
23 Reno, Nevada 89502

24 SERVED THIS 19 day of NOVEMBER, 2012.

25 

26 Alexander M. Falconi
27
28

² NRS 53.045: "Any matter whose existence or truth may be established by an affidavit or other sworn declaration may be established with the same effect by an unsworn declaration of its existence or truth signed by the declarant under penalty of perjury, and dated, in substantially the following form: If executed in this State: "I declare under penalty of perjury that the foregoing is true and correct."

³ Because this Motion was personally served, NRCP 6(e) does not apply.

LIST OF EXHIBITS

Exhibit 1: Proposed Amended Complaint

Pages: 7

EXHIBIT 1

CV12-02385 DC-9900040677-008
ALEXANDER FALCONI VS CORAZO 8 Pages
District Court 11/19/2012 02:07 PM
Washoe County 2490
EX1 1 R00P000

EXHIBIT 1

Code: 1090
Alexander M. Falconi
1570 Sky Valley Dr. #F201
Reno, NV 89523
Exavior75@yahoo.com
775-391-9139
Appearing in Proper Person

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI, an individual;
Plaintiff, Counter-defendant,

vs.

CORAZON REAL ESTATE, a domestic
corporation; and DOES I-X, inclusive;
Defendant, Counterclaimant.

Case #: CV12-02385

Dept #: 9

AMENDED COMPLAINT

COMES NOW, Plaintiff, Alexander M. Falconi, appearing in proper person, and hereby
amends¹ his Complaint against Corazon Real Estate as follows.

I. Parties

1. Plaintiff, Alexander M. Falconi, henceforth 'FALCONI', is a 28 year old citizen of the State of Nevada.
2. FALCONI has resided in the State of Nevada for a period of at least twenty (20) years.
3. Defendant, Corazon Real Estate, henceforth 'CORAZON', is a Nevada corporation.

II. Premises and Relationship of Parties

4. The dwelling unit, henceforth 'THE UNIT', is located at 2142 Roundhouse Rd., Sparks, NV 89431.

¹ Text insertions and modifications to the original Complaint are italicized.

- 1 5. FALCONI has resided at the THE UNIT as tenant from October 2010 through *October*
2 *17, 2012* with his minor child of age six (6), Armando Falconi.
- 3 6. CORAZON was FALCONI's landlord when he resided at THE UNIT.
- 4 7. Sometime in November or December of 2011, FALCONI sent a request to CORAZON to
5 repair the stove top because two (2) of the four (4) burners didn't activate. CORAZON
6 made this repair shortly thereafter.
- 7 8. On January 20, 2012, CORAZON sent a letter to FALCONI demanding \$25.00 for an
8 alleged "no show" on the stove repair.
- 9 9. On July 5, 2012, FALCONI requested CORAZON repair the air conditioner because it
10 was sporadically operating.
- 11 10. On July 6, 2012, CORAZON made repairs to the air conditioner, alleging a filter was
12 clogged. This did not fix the issue.
- 13 11. *On July 18, 2012, CORAZON sent a letter to FALCONI demanding the aforementioned*
14 *\$25.00 for an alleged "no show" and also \$100.50 for repairing the air conditioner*
15 *(which still did not work) and threatened eviction and fines if FALCONI did not pay.*
- 16 12. *On July 24, 2012, FALCONI had CORAZON personally served a written notice*
17 *demanding repair of the toilet.*
- 18 13. On or around August 22, 2012, FALCONI reminded CORAZON by telephone that the
19 air conditioner still did not work.
- 20 14. On or around August 24, 2012, CORAZON successfully repaired the air conditioner by
21 changing the thermostat.
- 22 15. On September 1, 2012, CORAZON made its first attempt to repair the toilet, and was
23 successful in repairing it.
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- 1 16. FALCONI subsequently requested a rent credit due to the fact that he had to live with a
2 barely functioning toilet for so long. CORAZON threatened eviction if it did not receive
3 rent in full.
- 4 17. On September 7, 2012, CORAZON cashed FALCONI's rent check, and served
5 FALCONI by posting upon the door of THE UNIT a Notice of Unlawful Detainer
6 threatening eviction for non-payment of the rent (even though it had just cashed the
7 check) and for the air conditioner and stove repair/maintenance costs.
- 8 18. On September 12, 2012, at the summary eviction proceeding, FALCONI and CORAZON
9 agreed the rent was paid but disagreed that the maintenance costs were FALCONI's
10 responsibility. The Court held that a summary eviction proceeding was not a proper
11 proceeding in which to determine the merits of a legal defense, merely acknowledge
12 whether a legal defense exists or not. CORAZON persisted in its demands and the Court
13 ordered that FALCONI pay half of the demanded amounts for the air conditioner and
14 stove and iron out the details in a separate civil action at a later date.
- 15 19. On September 13, 2012, FALCONI later filed a Motion to Void Judgment or in the
16 Alternative for Stay Pending Appeal with an attached original check in the amount of
17 \$105.00 (the half-costs for stove and air conditioner plus half the eviction costs).
- 18 20. On September 18, 2012, FALCONI filed a 30-day Notice of Intent to Vacate THE UNIT.
- 19 21. On September 19, 2012, CORAZON accepted the check for \$105.00 in exchange for not
20 evicting FALCONI.
- 21 22. *On October 14, 2012, FALCONI moved into his new place of residence at 1570 Sky*
22 *Valley Dr. #F201, Reno, Nevada 89523.*
- 23 23. *On October 17, 2012, FALCONI finalized his move out from THE UNIT by turning in his*
24 *house key and one mail key CORAZON.*
- 25
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1 24. On October 24, 2012, FALCONI returned a second mail key and the pool key to
2 CORAZON.

3 25. On November 16, 2012, FALCONI received his security deposit accounting alleging
4 \$20.74 owed after applying his \$475.00 security deposit.

5 **II. Count 1: Violation of NRS 118A.290(1)(i), Statutory Tort, Wrongful Eviction with**
6 **Oppression and Malice**
7

8 26. FALCONI incorporates each and every one of the above *allegations* and further alleges
9 as follows.

10 27. The Landlord, CORAZON had a *statutory obligation* to provide a clean, safe unit for
11 habitability which included a sanitary toilet that operates to remove dangerous human
12 waste; an air conditioner that functions to cool down the unit and a functioning stove.

13 28. Pursuant to NRS 118A.290(1)(i)², maintenance of THE UNIT's habitability, in this case,
14 specifically, the appliances and air conditioning, is the responsibility of the landlord.

15 29. By intentionally disregarding statutory law, and written notification, and threatening and
16 executing on its threat of eviction, CORAZON is guilty of oppression, *express malice*,
17 *and implied malice*, and subject to punitive damages to deter such further conduct in the
18 interests of public policy.
19

20 30. The landlord, CORAZON *attempted eviction* of the Plaintiff without cause.

21 31. The Plaintiff had timely tendered all rent and was not in breach of any express or implied
22 terms of the rental agreement.
23

24 32. That none of the utilities that malfunctioned were the fault of the Plaintiff or his son.
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² NRS 118A.290(1)(i): The landlord is obligated to maintain "Ventilating, air-conditioning and other facilities and appliances, including elevators, maintained in good repair if supplied or required to be supplied by the landlord."

1 33. That as a result of CORAZON's persistent threats to evict whenever FALCONI requests
2 a maintenance repair or to exercise his rights under NRS 118A.355(1)(d), the landlord
3 forced FALCONI to vacate the premises.

4 34. That as a result of being forced to vacate the premises and move all of his personal
5 belongings *FALCONI has incurred expenses in the amount of \$51.55.*

6
7 **IV. Count 2: Violation of NRS 118A.510(1)(b), Retaliatory Eviction**

8 35. FALCONI incorporates each and every one of the above *allegations* and further alleges
9 as follows.

10 36. By leveraging its position as landlord and threatening eviction upon FALCONI for
11 refusing to pay the air conditioner maintenance costs and the stove top "no show" fee,
12 CORAZON is guilty of retaliatory eviction, and subject to statutory penalties in the
13 amount of \$2500.00.

14
15 **V. Count 3: Violation of NRS 118A.355**

16 37. FALCONI incorporates each and every one of the above *allegations* and further alleges
17 as follows.

18
19 38. Pursuant to NRS 118A.355(1)³, the repair should have been completed by August 7,
20 2012. Therefore, pursuant to NRS 118A.355(1)(d)⁴, FALCONI is entitled to a pro-rated
21 rent refund for the remaining 23 days of the month of August.

22 39. FALCONI's rent being \$538.98, divided by 31⁵, equals \$17.387; multiplied by 23⁶ days
23 equals \$399.89 *and deducting the actual rent FALCONI withheld of \$323.40 results in a*
24 *refund of \$76.49 owed to FALCONI.*

25
26
27 ³NRS 118A.355(1) Failure of landlord to maintain dwelling unit in habitable condition: "If a failure is remediable and the
28 landlord adequately remedies the failure or uses his or her best efforts to remedy the failure within 14 days after receipt of the
notice, the tenant may not proceed under this section."

⁴ NRS 118A.355(1)(d): "... Withhold any rent that becomes due without incurring late fees, charges for notice or any other charge
or fee authorized by this chapter or the rental agreement until the landlord has remedied, or has attempted in good faith to
remedy, the failure."

VI. Count 4: Conversion of a Security Deposit

40. *FALCONI incorporates each and every one of the above allegations and further alleges as follows.*

41. *Upon move-out, CORAZON properly charged FALCONI \$40.00 for general cleaning, \$75.00 for carpet cleaning, \$9.60 for utilities (trash), and \$16.80 for utilities (sewer).*

42. *Upon move-out, CORAZON wrongfully charged FALCONI \$25.00 in eviction fees, \$32.34 in late fees, and \$297.00 in rent.*

43. *For unlawfully withholding \$276.26 of FALCONI's security deposit, CORAZON is guilty of conversion.*

WHEREFORE, Plaintiff prays for relief as follows:

1. For compensatory damages for the air conditioner maintenance in the amount of \$60.00;
2. For compensatory damages for the stove "no show" fee in the amount of \$45.00;
3. For punitive damages flowing from two (2) violations of a statutory tort with oppression, express malice, and implied malice in excess of \$10,000.00⁷;
4. For \$2,500.00 in damages for a retaliatory eviction;
5. For damages in accordance with NRS 118A.355(1)(d)⁴ in the amount of \$76.49;
6. For moving expenses in the amount of \$51.55;
7. For compensatory damages for conversion of a security deposit in the amount of \$276.26;
8. For an award of interest at the legal⁸ rate of 5.25%;
9. For an award of costs;

⁵ This is the number of days in the month of August, 2012.

⁶ This is the number of days CORAZON failed to maintain.

⁷ NRCP 8(a): "Where a claimant seeks damages of more than \$10,000, the demand shall be for damages "in excess of \$10,000."

⁸ NRS 99.040(1): "When there is no express contract in writing fixing a different rate of interest, interest must be allowed at [3.25], plus 2 percent, upon all money from the time it becomes due..."

10. For an award of attorney fees (if retained).

AFFIRMATION⁹: This document does not contain a social security number of any person.

DATED this 19 day of NOVEMBER, 2012.

Alexander M. Falconi

AFFIDAVIT OF ALEXANDER M. FALCONI

I, Alexander M. Falconi, state that I have read this pleading and that the contents are true and correct of my own personal knowledge, except for those matters I have state that are not of my own personal knowledge, but that I only believe them to be true, and as for those matters, I do believe they are true.

I declare¹⁰ under penalty of perjury that the foregoing is true and correct.

EXECUTED this ____ day of NOVEMBER, 2012.

Alexander M. Falconi

NRCP 5 CERTIFICATE OF SERVICE

I, Alexander M. Falconi, do hereby solemnly swear under penalty of perjury that I am over the age of 18 and a party to this action and that I **personally**¹¹ served a true and correct copy of this Amended Complaint upon the following:

Corazon Real Estate
Attn: Charles Chinnici
254 Vassar Street
Reno, Nevada 89502

SERVED THIS ____ day of NOVEMBER, 2012.

Alexander M. Falconi

⁹ This affirmation is in accordance with NRS 239B.030."

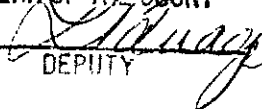
¹⁰ NRS 53.045: "Any matter whose existence or truth may be established by an affidavit or other sworn declaration may be established with the same effect by an unsworn declaration of its existence or truth signed by the declarant under penalty of perjury, and dated, in substantially the following form: If executed in this State: "I declare under penalty of perjury that the foregoing is true and correct."

¹¹ Because this Amended Complaint was personally served, NRCP 6(e) does not apply.

FILED

2012 NOV 19 PM 2:07

JOEY OLIVERA CASTINGS
CLERK OF THE COURT

BY  DEPUTY

Code: 1090 2610
Alexander M. Falconi
570 Sky Valley Dr. #F201
Reno, NV 89523
xavior75@yahoo.com
75-391-9139
Appearing in Proper Person

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI, an individual;
Plaintiff, Counter-defendant,

vs.

CORAZON REAL ESTATE, a domestic
corporation; and DOES I-X, inclusive;
Defendant, Counterclaimant.

Case #: CV12-02385

Dept #: 9

NOTICE DISPUTING ITEMIZED WRITTEN ACCOUNTING


To the Defendant, CORAZON REAL ESTATE:

YOU ARE HEREBY PLACED ON NOTICE that Plaintiff disputes the itemized written
accounting of his security deposit. Pursuant to NRS 118A.242(5):

If a tenant disputes an item contained in an itemized written accounting
received from a landlord pursuant to subsection 4, the tenant may send a
written response disputing the item to the surety. If the tenant sends the
written response within 30 days after receiving the itemized written
accounting, **the surety shall not report the claim of the landlord to a credit
reporting agency unless the surety obtains a judgment against the tenant.**
(emphasis added)

AFFIRMATION¹: This document does not contain a social security number of any person.

DATED this 19 day of NOVEMBER, 2012.



Alexander M. Falconi

¹ This affirmation is in accordance with NRS 239B.030."

CERTIFICATE OF NRCP 5 SERVICE

I, Alexander M. Falconi, do hereby solemnly swear under penalty of perjury that I am over the age of 18 and a party to this action and that I **personally** served a true and correct copy of this Notice upon the following:

Corazon Real Estate
Attn: Charles Chinnici
254 Vassar Street
Reno, Nevada 89502

SERVED THIS 19 day of NOVEMBER, 2012.



Alexander M. Falconi

CV12-02385
ALEXANDER FALCONI VS CORAZON
District Court
Washoe County
DC-9900040677-010
VS CORAZON 2 Pages
11/19/2012 02:07 PM
3870
Page 1 of 2

Code: 3870
Alexander M. Falconi
570 Sky Valley Dr. #F201
Reno, NV 89523
xavior75@yahoo.com
75-391-9139
Appearing in Proper Person

FILED

2012 NOV 19 PM 2:07

JOEY CRAMER
CLERK OF THE COURT

BY *[Signature]*
DEPUTY

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI, an individual;
Plaintiff, Counter-defendant,
vs.
CORAZON REAL ESTATE, a domestic
corporation; and DOES I-X, inclusive;
Defendant, Counterclaimant.

Case #: CV12-02385

Dept #: 9

REQUEST FOR ARBITRATION

COMES NOW, Plaintiff, Alexander M. Falconi, and hereby requests this matter
proceed with arbitration and agrees to waive any damages in excess of \$50,000 in
accordance with NAR 3(A).

AFFIRMATION¹: This document does not contain a social security number of any person.

DATED this 19 day of NOVEMBER, 2012.

[Signature]

Alexander M. Falconi


¹ This affirmation is in accordance with NRS 239B.030."

CERTIFICATE OF NRCP 5 SERVICE

I, Alexander M. Falconi, do hereby solemnly swear under penalty of perjury that I am over the age of 18 and a party to this action and that I **personally** served a true and correct copy of this Request upon the following:

Corazon Real Estate
Attn: Charles Chinnici
254 Vassar Street
Reno, Nevada 89502

SERVED THIS 19 day of NOVEMBER, 2012.


Alexander M. Falconi

CV12-02385
ALEXANDER M. FALCONI VS. CORAZON REAL ESTATE
District Court
Washoe County
DC-9900040721-209
11/21/2012 01:30 PM
3975
URPHULK

ode: 1090
lexander M. Falconi
570 Sky Valley Dr. #F201
eno, NV 89523
xavior75@yahoo.com
75-391-9139
appearing in Proper Person

FILED

2012 NOV 21 PM 1:30

JOEY OMDUNA HASTINGS
CLERK OF THE COURT

BY White
FIDELITY

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI, an individual;

Plaintiff, Counter-defendant,

vs.

CORAZON REAL ESTATE, a domestic

corporation; and DOES I-X, inclusive;

Defendant, Counterclaimant.

Case #: CV12-02385

Dept #: 9

NRCP 7.1 DISCLOSURE STATEMENT

COMES NOW, Plaintiff, Alexander M. Falconi, and hereby discloses that he is an individual and a natural person.

AFFIRMATION¹: This document does not contain a social security number of any person.

DATED this 19 day of NOVEMBER, 2012.



Alexander M. Falconi

CERTIFICATE OF NRCP 5 SERVICE

I, Alexander M. Falconi, do hereby solemnly swear under penalty of perjury that I am over the age of 18 and a party to this action and that I **personally** served a true and correct copy of this Statement upon the following:

Corazon Real Estate
Attn: Charles Chinnici
254 Vassar Street
Reno, Nevada 89502

SERVED THIS 20 day of NOVEMBER, 2012.



Alexander M. Falconi

¹ This affirmation is in accordance with NRS 239B.030."

CV12-02385
ALEXANDER FALCONI VS. CORAZON REAL ESTATE
District Court 11/21/2012 04:12 PM
Washoe County
2645
I RAPPROCT

CODE 2645
CHARLES CHINNICI for
CORAZON REAL ESTATE
254 Vassar Street
Reno, Nevada 89502
(775) 826-1414
Defendant – In pro per

FILED
2012 NOV 21 PM 4:12
JOEY CRITCHFIELD
CLERK OF THE COURT
BY *[Signature]*
DEPUTY

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI,

Plaintiff/Counterdefendant,

Case No. CV12-02385

vs.

Dept. No. 9

CORAZON REAL ESTATE, a
Domestic Corporation,

Defendant/Counterclaimant.

OPPOSITION TO PLAINTIFF'S MOTION TO AMEND COMPLAINT

COMES NOW, Defendant, CHARLES CHINNICI for CORAZON REAL ESTATE,
in pro per, and hereby respectfully files his Opposition to Plaintiff's Motion to Amend
Complaint, in the above-entitled case. This Opposition is based upon all the pleadings, papers
and documents filed hereto and by this reference incorporated herein, and upon the attached
Points and Authorities.

Dated this 21st day of November, 2012.

[Signature]
CHARLES CHINNICI for
CORAZON REAL ESTATE
254 Vassar Street
Reno, Nevada 89502
(775) 826-1414
Defendant – In pro per

1 Plaintiff ALEXANDER FALCONI'S ("FALCONI") Motion to Amend his
2
3 Complaint should be denied because there is a Motion filed by Defendant CHARLES
4 CHINNICI ("CORAZON") currently before this Court to Dismiss this case as FALCONI has
5 filed it in the wrong Court. This is a case wherein FALCONI owed CORAZON less than One
6 Hundred Fifty Dollars (\$150.00). In order to file this frivolous and malicious case in District
7 Court FALCONI fabricated a whole list of imaginary grievances against CORAZON, then
8 alleged additional damages in excess of Ten Thousand Dollars (\$10,000.00) to justify filing in
9 District Court instead of Small Claims Court.
10

11 FALCONI is deliberately and willfully attempting to bury CORAZON with
12 meaningless paperwork and case law in order to cause as much of a nuisance as possible to
13 CORAZON. FALCONI has already asked this Court to order CORAZON to hire an attorney to
14 respond to his cumbersome pleadings, an attempt to force CORAZON to spend thousands
15 more dollars on attorney's fees. Now FALCONI wants to amend his Complaint when the Court
16 has not yet ruled on the jurisdiction matter. FALCONI is guilty of vexatious litigation and
17 should not be allowed to waste any more of the Court's time promoting his personal vendetta
18 against CORAZON.
19
20

21 NRCP Rule 11(b) states in part as follows:

22 *Representations to court.* By presenting to the court (whether by
23 signing, filing, submitting, or later advocating) a pleading, written
24 motion, or other paper, an attorney or unrepresented party is
25 certifying that to the best of the person's knowledge, information,
and belief, formed after an inquiry reasonable under the circumstances, -

26 (1) it is not being presented for any improper purpose, such as to harass
27 or to cause unnecessary delay or **needless increase in the cost of litigation;**
(Emphasis added.)

28 (2)(c) *Sanctions.* If, after notice and a reasonable opportunity to respond,

1 the court determines that subdivision (b) has been violated, the court may,
2 subject to the conditions stated below, impose an appropriate sanction
3 upon the attorneys, law firms or parties that have violated subdivision (b)
4 or are responsible for the violation.

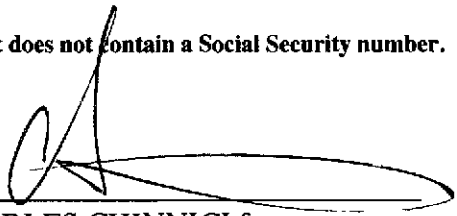
5 FALCONI has clearly crossed the line and is guilty of bringing this suit merely to
6 harass CORAZON and force CORAZON to spend untold amounts of money to defend itself
7 against this meritless action.

8 Therefore, CORAZON asks the Court to deny FALCONI'S Motion to Dismiss and
9 asks for a ruling on CORAZON'S Motion to Dismiss the entire case as it is filed in the wrong
10 venue.
11

12 **WHEREFORE**, Defendant, CHARLES CHINNICI for CORZON, in pro per, hereby
13 respectfully requests an Order or Orders from this Court denying Plaintiff's Motion to Amend
14 Complaint, in the above-entitled case.

15 Dated this 21st day of November, 2012.

16 Pursuant to NRS 239B.030, the undersigned certifies that this document does not contain a Social Security number.
17

18
19 
20 CHARLES CHINNICI for
21 CORAZON REAL ESTATE
22 254 Vassar Street
23 Reno, Nevada 89502
24 (775) 826-1414
25 Defendant – In pro per
26
27
28

AFFIDAVIT


STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

I, CHARLES CHINNICI for CORAZON REAL ESTATE, being first duly sworn
under penalty of perjury, do hereby declare and say as follows:

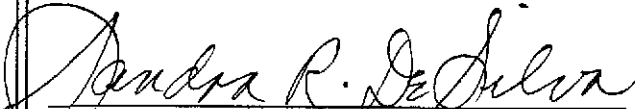
1. That I am the Defendant in the foregoing matter;
2. That all statements made in the foregoing Opposition to Plaintiff's Motion to Amend Complaint are true to the best of my knowledge and belief;
3. That your Affiant understands the penalties for perjury that could include prison and that perjury is a felony. Your Affiant swears under penalty of perjury that the foregoing assertions of fact are true and correct.

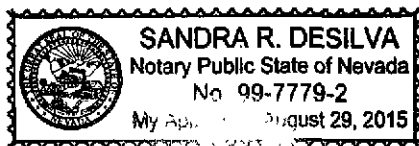
FURTHER YOUR AFFIANT SAYETH NOT:

DATED this 21st day of November, 2012.


CHARLES CHINNICI

SUBSCRIBED and SWORN to before me
this 21st day of November, 2012.


NOTARY PUBLIC



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CERTIFICATE OF SERVICE

I, CHARLES CHINNICI, certify that on the 21st day of November, 2012, I
caused to be delivered by :

_____ MESSENGER SERVICE

_____ FACSIMILE to the following number: _____

XXXX__ U.S. MAIL

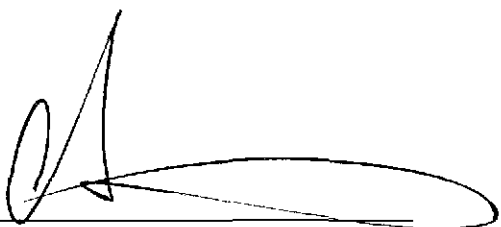
_____ CERTIFIED MAIL, RETURN RECEIPT REQUESTED

_____ FEDERAL EXPRESS or other overnight delivery

A true and correct copy of the within document: **OPPOSITION TO PLAINTIFF'S**

MOTION TO AMEND COMPLAINT, Case #CV 12-02385, addressed as follows:

ALEXANDER M. FALCONI
1570 Sky Valley Drive - #F201
Reno, Nevada 89523



CHARLES CHINNICI

CV12-02385
ALEXANDER FALCONI VS CORAZON REAL ESTATE
District Court 11/21/2012 04:13 PM
Washoe County 2645
BARRAGE

CODE 2645
CHARLES CHINNICI for
CORAZON REAL ESTATE
254 Vassar Street
Reno, Nevada 89502
(775) 826-1414
Defendant – In pro per

FILED
2012 NOV 21 PM 4:13
JOEY FROST, CLERK OF THE COURT
BY *[Signature]*
DEPUTY

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI,

Plaintiff/Counterdefendant,

Case No. CV12-02385

vs.

Dept. No. 9

CORAZON REAL ESTATE, a
Domestic Corporation,

Defendant/Counterclaimant.

OPPOSITION TO PLAINTIFF'S REQUEST FOR ARBITRATION

COMES NOW, Defendant, CHARLES CHINNICI for CORAZON REAL ESTATE,
in pro per, and hereby respectfully files his Opposition to Plaintiff's Request for Arbitration, in
the above-entitled case. This Opposition is based upon all the pleadings, papers and documents
filed hereto and by this reference incorporated herein, and upon the attached Points and
Authorities.

Dated this 21st day of November, 2012.

[Signature]
CHARLES CHINNICI for
CORAZON REAL ESTATE
254 Vassar Street
Reno, Nevada 89502
(775) 826-1414
Defendant – In pro per

1 Plaintiff ALEXANDER FALCONI'S ("FALCONI") Request for Arbitration should
2 be denied because there is a Motion filed by Defendant CHARLES CHINNICI ("CORAZON")
3 currently before this Court to Dismiss this case as FALCONI has filed it in the wrong Court.
4 This is a case wherein FALCONI originally owed CORAZON less than One Hundred Twenty-
5 five Dollars (\$125.00). In order to file this frivolous and malicious case in District Court
6 FALCONI fabricated a whole list of imaginary grievances against CORAZON, then alleged
7 additional damages in excess of Ten Thousand Dollars (\$10,000.00) to justify filing in District
8 Court instead of Small Claims Court.
9

11 FALCONI is deliberately and willfully attempting to bury CORAZON with
12 meaningless paperwork and case law in order to cause as much of a nuisance and cost as
13 possible to CORAZON. FALCONI has already asked this Court to order CORAZON to hire an
14 attorney to respond to his cumbersome pleadings, an attempt to force CORAZON to spend
15 thousands more dollars on attorney's fees. Now FALCONI wants to send this case to
16 Arbitration when there is nothing to arbitrate. FALCONI is a vexatious litigant who has even
17 filed cases against the State of Nevada and the Nevada Secretary of State.
18

19 FALCONI'S numerous litigations against other Defendants and his lengthy pleadings
20 in this case demonstrate that his demands are orders of magnitude out of proportion to the
21 actual facts of the case. Simply, FALCONI did not want to pay his landlord less than One
22 Hundred Twenty-five Dollars (\$125.00) for damages he incurred while renting property
23 CORAZON manages. In order to get an award of damages totally inconsistent with the actual
24 facts of the case, FALCONI invented damages in excess of Forty Thousand Dollars
25 (\$40,000.00) stemming from his original debt of less than One Hundred Twenty-five Dollars
26 (\$125.00) just so he could file his frivolous case in District Court instead of Small Claims
27
28

1 Court where it belongs.

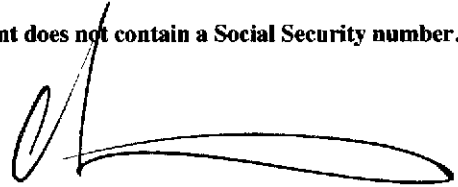
2
3 Further, CORAZON still has a Motion before the Court to dismiss this case as it has
4 been filed in the wrong venue so that FALCONI could hopefully be awarded fictitious
5 damages.

6 Therefore, CORAZON asks the Court to deny FALCONI'S Motion to Dismiss and
7 asks for a ruling on CORAZON'S Motion to Dismiss the entire case as it is filed in the wrong
8 venue. CORAZON opposes going to Arbitration.

9
10 **WHEREFORE**, Defendant, CHARLES CHINNICI for CORAZON, in pro per,
11 hereby respectfully requests an Order or Orders from this Court denying Plaintiff's Request for
12 Arbitration in the above-entitled case.

13 Dated this 21st day of November, 2012.

14
15 Pursuant to NRS 239B.030, the undersigned certifies that this document does not contain a Social Security number.

16
17 

18 CHARLES CHINNICI for
19 CORAZON REAL ESTATE
20 254 Vassar Street
21 Reno, Nevada 89502
22 (775) 826-1414
23 Defendant – In pro per
24
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AFFIDAVIT


STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

I, CHARLES CHINNICI for CORAZON REAL ESTATE, being first duly sworn
under penalty of perjury, do hereby declare and say as follows:

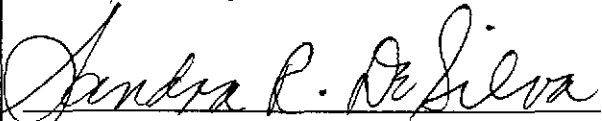
1. That I am the Defendant in the foregoing matter;
2. That all statements made in the foregoing Opposition to Plaintiff's Request for Arbitration are true to the best of my knowledge and belief;
3. That your Affiant understands the penalties for perjury that could include prison and that perjury is a felony. Your Affiant swears under penalty of perjury that the foregoing assertions of fact are true and correct.

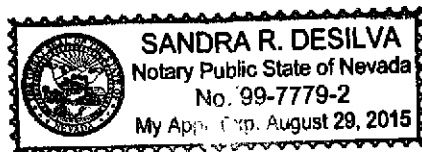
FURTHER YOUR AFFIANT SAYETH NOT:

DATED this 21st day of November, 2012.


CHARLES CHINNICI

SUBSCRIBED and SWORN to before me
this 21st day of November, 2012.


NOTARY PUBLIC



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CERTIFICATE OF SERVICE

I, CHARLES CHINNICI, certify that on the 25 day of November, 2012, I

caused to be delivered by :

_____ MESSENGER SERVICE

_____ FACSIMILE to the following number: _____

XXXX__ U.S. MAIL

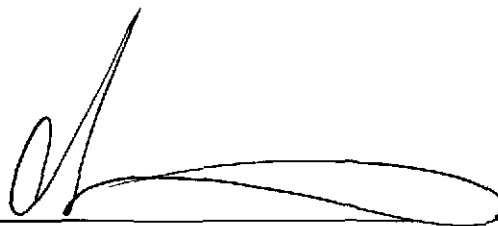
_____ CERTIFIED MAIL, RETURN RECEIPT REQUESTED

_____ FEDERAL EXPRESS or other overnight delivery

A true and correct copy of the within document: **OPPOSITION TO PLAINTIFF'S**

REQUEST FOR ARBITRATION, Case #CV12-02385, addressed as follows:

ALEXANDER M. FALCONI
1570 Sky Valley Drive - #F201
Reno, Nevada 89523



CHARLES CHINNICI

CV12-02385
ALEXANDER FALCONI VS. CORAZON
District Court
Washoe County
DC-9900040763-079
CORAZON 3 Pages
11/26/2012 03:38 PM
3795

Code: 3795
Alexander M. Falconi
1570 Sky Valley Dr. #F201
Reno, Nevada 89523
775-391-9139
Exavior75@yahoo.com
Appearing in Proper Person

FILED

2012 NOV 26 PM 3:38

JUDY C. HENNING
CLERK OF DISTRICT COURT

BY: *H. Henning*

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M FALCONI, an individual;

Plaintiff, Counter-defendant,

vs.

CORAZON REAL ESTATE, a domestic
corporation;

Defendant, Counterclaimant.

Case #: CV12-02385

Dept #: 9

REPLY TO OPPOSITION TO MOTION TO AMEND COMPLAINT

COMES NOW, Plaintiff, Alexander M. Falconi, hereafter 'FALCONI', appearing in proper person, and hereby files a reply to Corazon Real Estate's, hereafter 'CORAZON', Opposition to Motion to Amend. This reply is based upon the following memorandum of points and authorities and all pleadings on file herein.

Memorandum of Points and Authorities

NRCP 11(b) does not apply. The filing of a motion to amend was mandatory¹ per NRCP 15(a).

FALCONI defers arguments as to the merits of the case to his Opposition to Motion to Dismiss filed October 29, 2012. A prima facie case for punitive damages has been made; had FALCONI filed in justice court, damages in excess of \$10,000 would be waived. Filing in district court is appropriate as the net worth of the corporation being sued determines the amount of punitive damages.

¹ FALCONI takes this opportunity to note that, had CORAZON given FALCONI leave in writing to amend, the filing of a motion would not have been necessary.

1 FALCONI denies sanctions are appropriate. This motion was not filed to harass².

2 FALCONI denies all of CORAZON's argumentative³ allegations.

3 CORAZON's arguments in opposition are not substantively relevant to the motion before
4 the court. THEREFORE, the motion to amend should be granted.

5 **AFFIRMATION:** This document does not contain the social security number of any person.

6
7 Dated this 23 day of NOVEMBER, 2012.

8 
9 Alexander M. Falconi

10
11
12 **DECLARATION OF ALEXANDER M. FALCONI**

13 I, Alexander M. Falconi, state that I have read this Reply and that the contents are true
14 and correct of my own personal knowledge, except for those matters I have stated that are not of
15 my own personal knowledge, but that I only believe them to be true, and as for those matters, I
16 do believe they are true.

17
18 **I declare⁴ under penalty of perjury that the foregoing is true and correct.**

19 EXECUTED this 22 day of NOVEMBER, 2012.

20
21 
22 Alexander M. Falconi

23
24
25
26 ² The contention that FALCONI has a personal vendetta against CORAZON lacks merit; he is trying to minimize attorney fees by requesting arbitration and also understands that by losing this case, he may face an award of attorney fees. Proceeding with a meritless case is illogical and financially foolish.

27 ³ FALCONI takes this opportunity to note that he personally does not object to CORAZON's self-representation; it is merely due to the precedent established by our superior court that FALCONI has concerns.

28 ⁴ NRS 53.045: "Any matter whose existence or truth may be established by an affidavit or other sworn declaration may be established with the same effect by an unsworn declaration of its existence or truth signed by the declarant under penalty of perjury, and dated, in substantially the following form: If executed in this State: "I declare under penalty of perjury that the foregoing is true and correct."

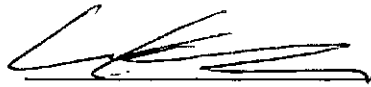
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NRCP 5 CERTIFICATE OF SERVICE

I, Alexander M. Falconi, do hereby solemnly swear under penalty of perjury that I am over the age of 18 and a party to this action and that I served a true and correct copy of this Reply upon the following:

Corazon Real Estate
Attn: Charles Chinnici
254 Vassar Street
Reno, Nevada 89502

SERVED THIS 27 day of NOVEMBER, 2012.



Alexander M. Falconi

Code: 3790
Alexander M. Falconi
1570 Sky Valley Dr. #F201
Reno, Nevada 89523
775-391-9139
Appearing in Proper Person

FILED

2012 NOV 26 PM 3: 39

JOEY L. HARRIS, CLERK
CLERK OF DISTRICT COURT

BY *H. Harris*

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M FALCONI, an individual;

Plaintiff, Counter-defendant,

vs.

CORAZON REAL ESTATE, a domestic

corporation;

Defendant, Counterclaimant.

Case #: CV12-02385

Dept #: 9

REPLY TO OPPOSITION TO PLAINTIFF'S REQUEST FOR ARBITRATION

COMES NOW, Plaintiff, Alexander M. Falconi, hereafter 'FALCONI', appearing in proper person, and hereby files a reply to Corazon Real Estate's, hereafter 'CORAZON', Opposition to Plaintiff's Request for Arbitration. This reply is based upon the following memorandum of points and authorities and all pleadings on file herein.

Memorandum of Points and Authorities

I. Factual Background

On November 19, 2012, Plaintiff filed a Request for Arbitration. The purpose of this filing was to prevent a delay in the case's automatic¹ transfer to arbitration based upon the pending Motion to Amend Complaint by demonstrating to the commissioner that Plaintiff was voluntarily waiving any damages in excess of \$50,000.

¹ Because transfer to the court-annexed arbitration program is automatic, Plaintiff never intended for his "request for arbitration" to be construed as a motion. There are no accompanying points and authorities.

1 On November 21, 2012, Defendant apparently construed Plaintiff's "request" as a
2 "motion" and filed an "Opposition to Plaintiff's Request for Arbitration".

3 II. Argument

4 Defendant's "Opposition to Plaintiff's Request for Arbitration" is problematic as it
5 potentially serves to confuse the arbitration commissioner, which may construe the opposition as
6 a "request for exemption". Such a request for exemption must be properly captioned as such and
7 must outline, as required by NAR 5(A), the grounds upon which the case is exempt², and served
8 upon the arbitration commissioner; both of which CORAZON has failed to do. Furthermore, any
9 such exemption from arbitration is now untimely as it would have had to have been filed within
10 20 days of Defendant's Answer served October 12, 2012. NAR 5(A)³.
11

12 Defendant also does not appear to understand what it is asking for, as it has repeatedly
13 and consistently argued against the expensive litigation costs associated with the district court,
14 and the purpose of arbitration is to minimize litigation costs by putting the case through a
15 program with relaxed discovery and speedier resolution. NAR 2(A)⁴. The program even goes so
16 far as to place a cap on attorney fees. NAR 16(E)⁵.
17

18 Therefore, due to the lack of NAR 3 certification required by NAR 5(A)³; the now-
19 untimely filing of any request for exemption even if it were properly filed; the fact that
20 Defendant's interests appear better served by arbitration; and in order to prevent the arbitration
21 commissioner's confusion and delay of the case's referral; Plaintiff requests that the Court
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25 ² CORAZON does not appear to understand that the arbitration process will reduce litigation expenses.

26 ³ NAR 5(A): "The request for exemption must be filed within 20 days after the filing of an answer by the first answering
27 defendant, and the party requesting the exemption must certify that his or her case is included in one of the categories of exempt
cases listed in Rule 3."

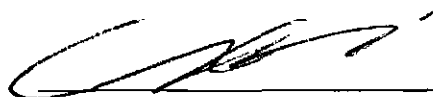
28 ⁴ NAR 2(A): "The purpose of the program is to provide a simplified procedure for obtaining a prompt and equitable resolution of
certain civil matters."

⁵ NAR 16(E): "Attorney's fees awarded by the arbitrator may not exceed \$3,000, unless the compensation of an attorney is
governed by an agreement between the parties allowing a greater award."

1 construe Defendant's "Opposition to Plaintiff's Request for Arbitration" as a "Request for
2 Exemption From Arbitration" and deem the request DENIED.

3 **AFFIRMATION:** This document does not contain the social security number of any person.

4 Dated this 26 day of NOVEMBER, 2012.

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8 Alexander M. Falconi

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14 **DECLARATION OF ALEXANDER M. FALCONI**

15 I, Alexander M. Falconi, state that I have read this Reply and that the contents are true
16 and correct of my own personal knowledge, except for those matters I have stated that are not of
17 my own personal knowledge, but that I only believe them to be true, and as for those matters, I
18 do believe they are true.

19
20 **I declare⁶ under penalty of perjury that the foregoing is true and correct.**

21 EXECUTED this 26 day of NOVEMBER, 2012.

22
23
24 

25 Alexander M. Falconi

26
27 ⁶ NRS 53.045: "Any matter whose existence or truth may be established by an affidavit or other sworn declaration may be
28 established with the same effect by an unsworn declaration of its existence or truth signed by the declarant under penalty of
perjury, and dated, in substantially the following form: If executed in this State: "I declare under penalty of perjury that the
foregoing is true and correct."

NRCP 5 CERTIFICATE OF SERVICE

I, Alexander M. Falconi, do hereby solemnly swear under penalty of perjury that I am over the age of 18 and a party to this action and that I **personally** served a true and correct copy of this Reply upon the following:

Corazon Real Estate
Attn: Charles Chinnici
254 Vassar Street
Reno, Nevada 89502

SERVED THIS 26 day of NOVEMBER, 2012.



Alexander M. Falconi

DC-9900040763-078
CV12-02385
ALEXANDER FALCONI VS CORAZON
District Court
Washoe County
11/26/2012 03:39 PM
3860

Code: 3860
Alexander M. Falconi
2142 Roundhouse Rd.
Sparks, NV 89431
775-391-9139
Appearing in Proper Person

FILED

2612 NOV 26 PM 3:39

CLERK OF DISTRICT COURT
CLEANED BY COURT

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI, an individual;
Plaintiff,

Case #: CV12-02385

vs.

CORAZON REAL ESTATE, a domestic
corporation; and DOES I-X, inclusive;
Defendant.

Dept #: 9

REQUEST FOR SUBMISSION

COMES NOW, Plaintiff, Alexander M. Falconi, appearing in proper person, and hereby requests the Motion to Amend Complaint filed on November 19, 2012 be submitted to the Court for decision.

AFFIRMATION¹: This document does not contain a social security number of any person.

DATED this 26 day of NOVEMBER, 2012.



Alexander M. Falconi

NRCP 5 CERTIFICATE OF MAILING

I hereby declare that I am over the age of 18 and a party to this action and that I personally served a true and correct copy of this Request upon the following:

Corazon Real Estate
Attn: Charles Chinnici
254 Vassar Street
Reno, Nevada 89502

SERVED THIS 26 day of NOVEMBER, 2012.



Alexander M. Falconi

¹ This affirmation is in accordance with NRS 239B.030.

CV12-02385
ALEXANDER FALCONI VS. CORAZON
District Court
Washoe County
DC-9900040763-076
Page 1
11/26/2012 03:40 PM
3860

Code: 3860
Alexander M. Falconi
2142 Roundhouse Rd.
Sparks, NV 89431
775-391-9139
Appearing in Proper Person

FILED

2012 NOV 26 PM 3:40

JUDICIAL DISTRICT COURT
CLEVELAND COUNTY

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI, an individual;
Plaintiff,

vs.

CORAZON REAL ESTATE, a domestic
corporation; and DOES I-X, inclusive;
Defendant.

Case #: CV12-02385


Dept #: 9

REQUEST FOR SUBMISSION

COMES NOW, Plaintiff, Alexander M. Falconi, appearing in proper person, and hereby requests Defendant's Opposition to Plaintiff's Request for Arbitration (construed as a "Request for Exemption"), together with Plaintiff's Reply to the same be submitted to the Court for decision.

AFFIRMATION¹: This document does not contain a social security number of any person.

DATED this 26 day of NOVEMBER, 2012.



Alexander M. Falconi

NRCP 5 CERTIFICATE OF MAILING

I hereby declare that I am over the age of 18 and a party to this action and that I personally served a true and correct copy of this Request upon the following:

Corazon Real Estate
Attn: Charles Chinnici
254 Vassar Street
Reno, Nevada 89502

SERVED THIS 26 day of NOVEMBER, 2012.


Alexander M. Falconi

¹ This affirmation is in accordance with NRS 239B.030.

1 CODE: 3060
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4 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
5 IN AND FOR THE COUNTY OF WASHOE
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8 ALEXANDER M. FALCONI
9

10 Plaintiff,

11 vs.

Case No. CV12-02385

12 CORAZON REAL ESTATE, a domestic
13 corporation,

Dept. No. 9

14 Defendants.
15 _____/

16 ORDER GRANTING DEFENDANTS' MOTION TO DISMISS

17 The Court is in receipt of Defendant CORAZON REAL ESTATE (hereinafter "Defendant")
18 *Motion to Dismiss* filed on October 17, 2012. On October 29, 2012, Plaintiff ALEXANDER M.
19 FALCONI'S (hereinafter "Plaintiff") filed his *Opposition to Defendants' Motion to Dismiss*. On
20 November 1, 2012, Defendant filed their *Reply to Plaintiffs' Opposition to Defendants' Motion to*
21 *Dismiss*.

22 Defendant asserts this case is frivolous and without merit. More specifically, Defendant
23 alleges Plaintiff is filing this case in an attempt to intimidate the Defendant to extort a settlement.
24 Additionally, Defendant requests \$1,500.00 in costs and damages for having to defend itself against
25 Plaintiff's claims.

26 The Court has reviewed the record and is familiar with this case. Previously, Plaintiff has
27 filed an Ex Parte Motion for Temporary Restraining Order claiming that he was facing irreparable
28 harm and the Defendant was wrongly evicting him. After reviewing the record, the Court found that

1 Plaintiff admitted "on September 18, 2012, FALCONI filed a 30-day notice of his intent to vacate
2 out. (Pl.'s Ex Parte Mot. 2:6.). Plaintiffs 30-Day Notice of Intent to Vacate states:

3 "I, Alexander M. Falconi, tenant of 2142 Roundhouse Rd. Sparks, NV, do hereby
4 give a 30 day notice to vacate the premises. My last day at the premises will be
5 October 18, 2012."

6 Thereafter the document was signed and verified by the Plaintiff Alexander M. Falconi. As
7 well, Plaintiff provided the Defendants move out instructions in response to Plaintiffs 30-Day
8 Notice. Thereby, Plaintiff's Ex Parte Motion was filed in bad faith.

9 Presently, Plaintiff provided in his Opposition, Ex. 1, Plaintiff's letter to the Defendant
10 provides:

11 "Demanding \$125.48 for maintenance of the air conditioner and stove tops. There are
12 also two new repairs needed: (1) the most recent repairs made on the toilet did stop
13 the leaking but there is still an underlying problem in that the toilet has an extremely
14 weak draw on the water."

15 Plaintiff's claims are for a residence of which he no longer resides; as well Plaintiff has
16 provided the Court no evidence or record of any of the alleged maintenance issues. Thus, there is no
17 evidence to support Plaintiffs claim(s). The Court has reviewed the entire record and Plaintiff has
18 provided no evidence of the alleged damages. Therefore, for the several reasons described above;
19 Defendants' Motion to Dismiss with prejudice is granted.

20 THEREFORE IT IS HEREBY ORDERED Defendants' *Motion to Dismiss* is GRANTED.
21 IT IS FURTHER ORDERED Defendants' request for \$1,500.00 in costs is DENIED.

22 DATED: This 4 day of December, 2012.

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25 DISTRICT JUDGE
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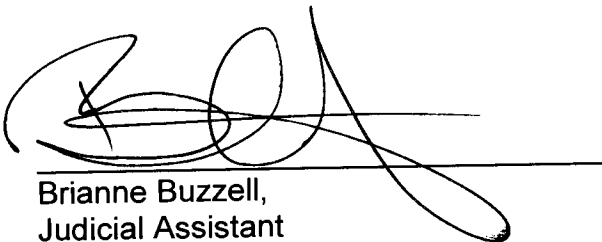
CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the ____ day of _____, 2012, I electronically filed the foregoing with
the Clerk of the Court system which will send a notice of electronic filing to the following:

Further, Pursuant to NRCP 5(b), I hereby certify that I am an employee of the
Second Judicial District Court, in and for the County of Washoe; and that on this
5 day of December, 2012, I deposited in the County mailing system for
postage and mailing with the United States Postal Service in Reno, Nevada, a true and
correct copy of the attached document addressed as follows:

Alexander Falconi
2142 Roundhouse Rd.
Sparks, NV 89431

Corazon Real Estate
Attention: Charles Chinnici
254 Vassar Street
Reno, NV 89502



Brianne Buzzell,
Judicial Assistant

******* IMPORTANT NOTICE - READ THIS INFORMATION *******
PROOF OF SERVICE OF ELECTRONIC FILING

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A filing has been submitted to the court RE: CV12-02385
Judge: SCOTT FREEMAN
Official File Stamp: 12-05-2012:14:01:57
Clerk Accepted: 12-05-2012:14:02:38
Court: Second Judicial District Court - State of Nevada
Case Title: ALEXANDER FALCONI VS. CORAZON REAL ESTATE (ARB)
Document(s) Submitted: Ord Granting Mtn
Filed By: Brianne Buzzell

You may review this filing by clicking on the following link to take you to your cases.

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-

If service is not required for this document (e.g., Minutes), please disregard the below language.

The following people were served electronically:

The following people have not been served electronically and must be served by traditional means (see Nevada electronic filing rules):

CORAZON REAL ESTATE
ALEXANDER FALCONI

V2.185

1 1. The Court erred¹ in failing to deny Defendant's motion to dismiss for lack of points
2 and authorities. DCR 13(2);

3 2. Plaintiff, in good faith², construed Defendant's argument as an attack on the propriety
4 of punitive damages and argued in opposition accordingly. The Court, by raising other
5 arguments sua sponte and failing to give Plaintiff an opportunity to address and respond to those
6 arguments, subjected Plaintiff to surprise and committed manifest abuse of discretion;

7 3. The Court, in requiring evidence by surprise, and in requiring evidence before the
8 discovery phase, committed manifest abuse of discretion;

9 4. The Court erred in its application of law on Defendant's motion to dismiss. The
10 standard of review mandates that the Court construe all allegations in Plaintiff's complaint as
11 true, and draw all inferences in his favor; a motion to dismiss is an analysis of the pleading to
12 determine whether a claim exists, not a ruling on the merits of the claims;

13 5. The district court potentially³ erred in allowing Defendant, a corporation, to appear in
14 proper person; and

15 6. The district court erred⁴ in finding Plaintiff's Ex-Parte Motion for Temporary
16 Restraining Order to be in bad faith.

17 I further swear that the responses which I have made to the questions and instructions
18 below relating to my ability to pay the cost of prosecuting the appeal are true.
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25 ¹ Plaintiff was prejudiced by having to guess by what possible authority Defendant was attempting to dismiss.

26 ² Defendant focused his argument on "the district court being too busy" and that "the case should be in small claims". Plaintiff construed this as an attack on subject-matter jurisdiction.

27 ³ While Plaintiff is not personally opposed to Defendant's appearance in pro per, this issue may be fatal to the judgment and should be brought to our superior court's attention.

28 ⁴ Plaintiff indicated a move-out day. Defendant was attempting to evict Plaintiff and his son **before that date**. Plaintiff cannot be expected to move his things out of his apartment if **he is locked out of it**. Due to the Court's denial of the motion, Plaintiff was forced to move out early in order to avoid being locked out before his move-out date. It appears that the Court is under the impression that Defendant was attempting to evict Plaintiff on or after his move-out date. Furthermore, Plaintiff's motion candidly displayed every relevant fact.

1. I am presently employed as a paralegal at Collection Service of Nevada, 777 Forest St., Reno, NV 89509, earning approximately \$1782.57⁵ per month. Exhibit 1;

2. I have not received⁶, within the past twelve months, any income from a business, profession, or other form of self-employment, or in the form of rent payments, interest, dividends;

3. I own a checking and savings account with a combined value of \$47.11. Exhibit 2;

4. I do not own any real estate, stocks, bonds, notes; but I do own a Toyota Corolla 2009⁷ with an approximate value of \$10,547.00. Exhibit 3;

5. I have student loan debt in the amount of \$5,500.00. Exhibit 4;

6. My minor child of age six (6) is dependent upon me. Exhibit 5;

7. My monthly expenses include \$350.00 in food, \$100.00 in transportation, \$456.00⁸ in child care, \$461.00 in rent, \$176.00 in utilities, \$80.00 in car insurance; and

8. My leftover income of \$159.54 is needed to cover educational expenses for myself and my son, legal expenses in prosecuting a motion to modify custody before the Family Division of the Second Judicial District Court (\$104 in witness fees) under FV08-03200, and miscellaneous needs like hair cuts, clothing, and shoes.

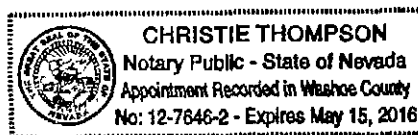
I understand that a false statement or answer to any question in this affidavit will subject me to penalties for perjury.

EXECUTED this 10 day of DECEMBER, 2012.

Alexander M. Falconi

SUBSCRIBED AND SWORN TO BEFORE ME
this 10th day of December, 2012.

Christie Thompson
NOTARY PUBLIC



⁵ My income used to be \$200-\$300 higher, but the industry has slowed immensely.

⁶ My ex-partner is ordered to pay me child support in the amount of \$73.91, however, she has not paid in months. FV08-03200, Department 11, Sec. Jud. Dist. Court.

⁷ My son and I rely heavily on my vehicle for drives to the sitter and his kindergarten, to work, etc.

⁸ As my child is in kindergarten for a half-day, my child care expenses are huge. These expenses should shrink in August of 2013 when my child enters the first grade.

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II. Argument

Pursuant to NRAP 24(1), leave to proceed in forma pauperis on appeal must first be sought in district court. Pursuant to NRAP 24(4):

The district court clerk **shall immediately** notify the parties and the Supreme Court when the district court does any of the following: denies a motion to proceed on appeal in forma pauperis; certifies that the appeal is not taken in good faith; or finds that the party is not otherwise entitled to proceed in forma pauperis. (emphasis added)

Plaintiff is not abusing forma pauperis status. Plaintiff paid the filing fee to initiate this action, but Plaintiff's income has dropped significantly since the filing of this action and the amount that must be paid to appeal is three times as high.

III. Conclusion

THEREFORE, Plaintiff hereby requests that the Court allow him to proceed IN FORMA PAUPERIS on appeal.

AFFIRMATION⁹: This document does not contain a social security number of any person.

DATED THIS 10th day of DECEMBER, 2012.



Alexander M. Falconi
Appearing in Proper Person

⁹ This affirmation is in accordance with NRS 239B.030."

LIST OF EXHIBITS

Exhibit 1: Paystubs.

Pages 2

Exhibit 2: Bank Accounts.

Pages 1

Exhibit 3: Car Registration.

Pages 1

Exhibit 4: Student Loan Debt.

Pages 1

Exhibit 5: Child Custody Order FV08-03200

Pages 3

CV12-02385 DC-9900041190-027
ALEXANDER FALCONI VS CORAZO 3 Pages
District Court 12/10/2012 11 17 AM
Washoe County 2385
CY4 ARRACHON

EXHIBIT 1

EXHIBIT 1

Employee File # 0090	Employee Name ALEXANDER FALCONI			Company Name & Address COLLECTION SERVICE OF NEVADA 777 FOREST STREET RENO, NV 89509	
Co # A221	Dept # 0001	Class #	Sec Sec # XXX-XX-9087		
Period Start NOV 1, 2012	Period Ending NOV 15, 2012	Check Date NOV 15, 2012	FW- \$ 04 ST- \$ 00		

EARNINGS				TAXES		DEDUCTIONS		YEAR TO DATE	
DESCRIPTION	HOURS	RATE	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
REGULAR	82.87	15.0000	1243.05	FICA	52.20	INSURN	2.85	GROSS	13316.30
				MEDFICA	18.03			FICA	559.28
				FED WTH	59.90			MEDFICA	193.09
								FED WTH	674.07
								INSURN	9.19

THIS CHECK IS VOID WITHOUT A PURPLE & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

COLLECTION SERVICE OF NEVADA
777 FOREST STREET
RENO, NV 89509

CHECK DATE
NOV 15, 2012

CHECK NO.
0003865

DEPOSIT

THIS IS NOT A CHECK

0001 0090
ALEXANDER FALCONI
2142 ROUNDHOUSE ROAD
SPARKS, NV 89431

Bank Trf # Bank Account #
122400724 xxxxxxxxxxxx2080

Deposit Amount Description
1110.07 NET PAY

VOUCHER - NON NEGOTIABLE

Employee File # 0090	Employee Name ALEXANDER FALCONI			Company Name & Address COLLECTION SERVICE OF NEVADA 777 FOREST STREET RENO, NV 89509	
Co # A221	Dept # 0001	Clock #	Sec. Sec # XXX-XX-9087		
Period Start NOV 16, 2012	Period Ending NOV 30, 2012	Check Date NOV 30, 2012	FW- S 04 ST- S 00		

EARNINGS			TAXES		DEDUCTIONS		YEAR TO DATE	
DESCRIPTION	HOURS	RATE	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	AMOUNT
REGULAR	47.72	15.0000	715.80	FICA	30.07	INSURN	2.85	GROSS 14032.10
				MEDFICA	10.38			FICA 589.35
								MEDFICA 203.47
								FED WTH 674.07
								INSURN 12.04
TOTAL			47.72	\$	715.80	TOTAL \$	40.45	TOTAL \$ 2.85
							Check No 0003892	NET PAY *****672.50

THIS CHECK IS VOID WITHOUT A PURPLE & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

COLLECTION SERVICE OF NEVADA
777 FOREST STREET
RENO, NV 89509

CHECK DATE
NOV 30, 2012

CHECK NO.
0003892

DEPOSIT

THIS IS NOT A CHECK

0001 0090
ALEXANDER FALCONI
2142 ROUNDHOUSE ROAD
SPARKS, NV 89431

Bank TR # Bank Account #
122400724 xxxxxxxxx2080

Deposit Amount Description
672.50 NET PAY

VOUCHER - NON NEGOTIABLE

CV12-02385 DC-9900041190-028
ALEXANDER FALCONI VS CORAZO 2 Pages
District Court 12/10/2012 11 17 AM 2385
Washoe County
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EXHIBIT 2

EXHIBIT 2

**ALEXANDER M FALCONI - Personal Accounts**Protect your accounts and information, [visit the Security Center](#)

Last sign in: 12/07/2012 at 05:52 AM ET

[exavior75@yahoo.com](#) [Edit](#)**Accounts**

Bank Accounts	Balance^a
CampusEdge Checking - 2080	\$25.94
Go Paperless — more documents available	
Regular Savings - 5359	\$0.18
Go Paperless — more documents available	
Investment accounts	
Open an investment account with Merrill Edge® and view your banking and investing accounts on this page.	
\$6.95 simple flat-rate pricing or qualify for 30 commission-free online equity and ETF trades per month with a Merrill Edge Self-directed account.	
Invest for retirement with Merrill Edge and get a full range of investment offerings including mutual funds, ETFs, stocks and bonds.	
My Portfolio® »	
Track your spending from all your accounts - even those from other banks and financial institutions - in one place with My Portfolio. Visit My Portfolio today to see exactly where you're spending your money.	

Special Offers & New Accounts**BankAmeriDeals™»**

New Choose cash back deals from stores and restaurants, put right on your cards.

Add It Up™»

Earn up to 20% cash back on your online purchases, on top retailer's discounts and credit or debit card rewards.

View your Special Offers»**Open an Account»****Time to start investing again?»**

Merrill Edge puts you in control with online equity trades as low as \$0. Open an account today

^aFor checking, savings, and money market accounts, the balance may reflect transactions that have not yet posted to your account. For credit card, Gold Option and Gold Reserve accounts, the balance may not reflect recent transactions or pending payments.

Investment and Insurance Products:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
Are Not Insured by Any Federal	Are Not a Condition to Any Banking	Are Not Deposits

CV12-02385 DC-9900041190-029
ALEXANDER, FALGONI VS. CORRAZO 2 Pages
District Court 12/10/2012 11:17 AM
Washoe County 2385
EVA ARROCHA

EXHIBIT 3

EXHIBIT 3

State Farm



Close Message

WELCOME, ALEXANDER.

Notice any changes since you last logged in? We hope so.

We've listened to your feedback and are excited for the changes you are seeing now. Enhancements are made with you in mind and there is more to come over the next several months. From this page, you'll be able to:

- Pay Bills
- Update Account Info
- Explore Products and Services
- Interact with Your Agent
- Manage Finances
- and Much More!

NEW Secure Email for Customers: To improve our ability to provide our customers with remarkable customer service, we will begin using a new Secure Email system. To set up your new Secure Email mailbox, please click on the Secure Email link after Dec. 9th. If you need assistance, please contact the State Farm Support Team at securemessaging@statefarm.com or 1-888-559-1922. Thank you!

State Farm Insurance

[Pay Insurance Online](#) [Claims](#) [My Documents](#)

Insurance Bill		Plan Number
STATE FARM PAYMENT PLAN		1139560724
Policy		Policy Number
PRIVATE PASSENGER	2009 TOYOTA COROLLA 4DR	C06 4249-D21-28J
RENTERS POLICY		28-BK-P005-4

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[Bank rates](#)

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[Investor education](#) [401\(k\) Plan Login - Sponsor](#)
[Literature and forms](#) [401\(k\) Plan Login - Participant](#)
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CV12-02385 DC-9900041190-030
ALEXANDER, FALCONI VS. CORAZO, 2 Pages
District Court 12/10/2012 11:17 AM
Washoe County
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EXHIBIT 4

EXHIBIT 4

Search for [Account Information](#)[Payments](#)[Postpone or Lower Payments](#)[Knowledge Center](#)[1 New Message](#)[Log Out](#)**ALEXANDER M. FALCONI**

Great Lakes ID:
19-5266706

Address
**1570 SKY VALLEY DR
F201
RENO, NV 89523**

Primary Telephone Number
(775) 391-9139

Email Address
exavior75@yahoo.com

[Edit Your Profile](#)[Hide Profile Info](#)

Account Summary

Serviced by GREAT LAKES

Stafford Loans

U.S. DEPARTMENT OF EDUCATION (798581)

Status: **In School**

[Pay Online](#)

Account Balance \$5,550.00

[View Account Details](#)

Quick Links

[Payment History](#)[Deferments](#)[Forbearance](#)[Repayment Plans](#)[Consolidation](#)[Loan Forgiveness](#)[Monthly Billing Statement \(Required
Payment Period Disclosure\)](#)[Change Payment Due Date](#)[1098-E Student Loan Interest
Statements](#)[Forms](#)

If you can't find your loan information here, it may be available at one of the following resources:

[National Student Loan Data System](#)[Meteor](#)

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CV12-02385 DC-9900041190-031
ALEXANDER FALCONI VS CORAZO 4 Pages
District Court 12/10/2012 11:17 AM
Washoe County 2385
CVC ORRAGON

EXHIBIT 5

EXHIBIT 5

FILED

Electronically

06-15-2011:10:40:29 AM

Howard W. Conyers

Clerk of the Court

Transaction # 2288684

1 Document Code: 3980
2 FRY & BERNING, LLC.
3 KATHRINE I. BERNING, ESQ.
4 Nevada State Bar No. 3678
5 195 Casazza Drive
6 Reno, Nevada 89502
7 (775) 329-8646 - Telephone
8 (775) 329-8649 - Fax
9 Attorney for Respondent
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IN THE FAMILY DIVISION OF
THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI,

Case No. FV08-03200

Petitioner,

Dept. No. 11

vs.

MONICA ANN FARRAR,

Respondent.

STIPULATION AND ORDER

IT IS HEREBY STIPULATED by and between the parties hereto, and without waiver of either party's stated positions and claims now pending with the minor child, as follows:

1. That child support is hereby modified pursuant to Rivero v. Rivero, 216 P.3d 213 (2009), and Wright v. Osburn, 114 Nev. 1367, 970 P.2d 1071 (1998). Respondent's financial responsibility for child support is 18% of her gross monthly income which is \$682.00.

Petitioner's financial responsibility for child support is 18% of his gross monthly income which is \$553.00. The Petitioner therefore owes Respondent \$148.00 dollars in monthly child support.

2. The Respondent maintains medical benefits for the minor child, ARMANDO. Half of the premium for the medical benefits mounts to \$75.00. Therefore, the parties have agreed that Respondent's adjusted child support to be paid monthly to the Petitioner would be

1 \$73.91 per month.

2 4. That the issues outlined in the Respondent's Motion to Modify Child Support
3 have been fully and fairly resolved by this stipulation and Respondent hereby voluntarily
4 withdraws that motion.

5 Dated the 10 day of June, 2011.

Dated the 10 day of June, 2011.

6 
7 _____
8 ALEX FALCONI

6 
7 _____
8 MONICA FARRAR

9 **ORDER**

10 The Court having considered the terms and provisions of the foregoing Stipulation, and
11 further good cause appearing,

12 **IT IS SO ORDERED.**

13 PENALTY FOR VIOLATION OF ORDER. THE ABDUCTION, CONCEALMENT OR
14 DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A
15 CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every
16 person having a limited right of custody to a child or any parent having no right of custody to a
17 child who willfully detains, conceals or removes the child from a parent, guardian or other person
18 having lawful custody or a right of visitation of the child in violation of an Order of this Court, or
19 removes the child from the jurisdiction of the Court without the consent of either the Court or all
20 persons who have the right to custody or visitation is subject to being punished for a category D
21 felony as provided in NRS 193.130.

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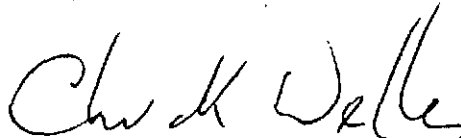
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1 The terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of
2 the Hague Conference on Private International Law, apply if a parent abducts or wrongfully
3 retains a child in a foreign country.

4 DATED this 14 day of June, 2011.

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7 DISTRICT JUDGE
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CV12-02385
ALEXANDER FALCONI VS CORAZON 1 Page
District Court 12/10/2012 11:17 AM
Washoe County
3860
APPROCH

Code: 3860
Alexander M. Falconi
1570 Sky Valley Dr. #F201
Reno, NV 89523
775-391-9139
Appearing in Proper Person

FILED

2012 DEC 10 AM 11:17

CLERK OF DISTRICT COURT
JUDICIAL DISTRICT COURT

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI, an individual;
Plaintiff, Counter-defendant,
vs.
CORAZON REAL ESTATE, a domestic
corporation; and DOES I-X, inclusive;
Defendant, Counterclaimant,

Case #: CV12-02385

Dept #: 9

REQUEST FOR SUBMISSION

COMES NOW, Plaintiff, Alexander M. Falconi, appearing in proper person, and hereby
requests the Application to Proceed in Forma Pauperis be submitted to the Court for decision.

AFFIRMATION¹: This document does not contain the social security number of any person.

DATED THIS 10 day of December, 2012.


Alexander M. Falconi

CERTIFICATE OF NRCP 5 SERVICE

I, Alexander M. Falconi, do hereby solemnly swear under penalty of perjury that I am
over the age of 18 and a party to this action and that I **personally served²** a true and correct copy
of this Request upon:

Corazon Real Estate
Attn: Charles Chinnici
254 Vassar Street
Reno, NV 89502

SERVED THIS 10 day of DECEMBER, 2012.


Alexander M. Falconi

¹ This affirmation is in accordance with NRS 239B.030.

² This notice was already served on October 15, 2012, however, it was erroneously filed under FV11-03200.

DC-9900041190-033
CV12-02385
ALEXANDER M. FALCONI VS. CORAZON REAL ESTATE
District Court 12/10/2012 11:18 AM
Washoe County
2515
WASHOE COUNTY
CLERK

Code: \$2515
Alexander M. Falconi
570 Sky Valley Dr. #F201
Reno, NV 89523
xavior75@yahoo.com
75-391-9139
Appearing in Proper Person

FILED

2012 DEC 10 AM 11:18

CLERK OF DISTRICT COURT
WASHOE COUNTY

[Signature]

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI, an individual;
Plaintiff, Counter-defendant,
vs.
CORAZON REAL ESTATE, a domestic
corporation; and DOES I-X, inclusive;
Defendant, Counterclaimant.

Case #: CV12-02385

Dept #: 9

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN that Alexander M. Falconi, Plaintiff above named, hereby
APPEALS to The Supreme Court of the State of Nevada from the Order Granting Defendant's
Motion to Dismiss entered in this action on the 26th day of November, 2012.

AFFIRMATION¹: This document does not contain a social security number of any person.

SIGNED this 8 day of DECEMBER, 2012.

[Signature]

Alexander M. Falconi

¹ This affirmation is in accordance with NRS 239B.030."

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CERTIFICATE OF NRCP 5 SERVICE

I, Alexander M. Falconi, do hereby solemnly swear under penalty of perjury that I am over the age of 18 and a party to this action and that I **personally** served a true and correct copy of this Notice upon the following:

Corazon Real Estate
Attn: Charles Chinnici
254 Vassar Street
Reno, Nevada 89502

SERVED THIS 10 day of DECEMBER, 2012.



Alexander M. Falconi

CV12-02385
DC-9900041200-017
ALEXANDER FALCONI VS CORAZON
District Court
Washoe County
12/10/2012 11:20 AM
1310
ASMTT

FILED

2012 DEC 10 AM 11:20

JOSEPHINE MAGNINGS
CLERK OF THE COURT
BY *[Signature]*
CLERK

Code: 1310
Alexander M. Falconi
1570 Sky Valley Dr. #F201
Reno, NV 89523
Exavior75@yahoo.com
775-391-9139
Appearing in Proper Person

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI, an individual;	}	Case #: CV12-02385
Plaintiff, Counter-defendant,		
vs.	}	Dept #: 9
CORAZON REAL ESTATE, a domestic corporation; and DOES I-X, inclusive;		
Defendant, Counterclaimant.		

CASE APPEAL STATEMENT

1. Appellant: Alexander M. Falconi.
2. Judge issuing order appealed from: The Honorable Scott N. Freeman.
3. Appellant's Address & Counsel: 1570 Sky Valley Dr., Reno, NV 89523, Pro Per.
4. Respondent's Address & Counsel: Corazon Real Estate, a domestic corporation, Pro Per.
5. Petitioner, a natural person, is representing himself per SCR 44. Respondent, a domestic corporation, is representing itself through and by its President; objections¹ were raised by motion which the district court disregarded.
6. Appellant is not represented by appointed or retained counsel in the district court.
7. Appellant is not represented by appointed or retained counsel on appeal.

¹ Appellant filed a Motion to Require Corazon Real Estate to obtain counsel per this Court's consistent requirement that corporations may not appear in proper person. Appellant indicated that, while not personally opposed to Corazon Real Estate appearing in pro per, he was concerned that it would cause issues on appeal. Furthermore, while a party can waive its rights, Appellant was concerned that this court would not acknowledge any such "right to allowing an opposing party to represent itself pro per."

1 8. Appellant is seeking leave to proceed in forma pauperis.

2 9. Proceedings commenced on September 20, 2012.

3 10. Appellant, a tenant, sued Respondent, a landlord, for wrongfully charging Appellant
4 monies to maintain and repair the air conditioner and stove to the extent of
5 threatening and prosecuting an eviction nearly to a lock-out; claims include violation
6 of several statutory torts, retaliatory eviction, and conversion of a security deposit.
7 Appellant alleged malice and oppression and seeks compensatory and punitive
8 damages.
9

10 11. The case has not previously been the subject of an appeal or original writ proceeding
11 in the Supreme Court.
12

13 12. The appeal does not involve child custody or visitation.

14 13. The appeal does involve the possibility of a settlement.

15 **AFFIRMATION²:** This document does not contain a social security number of any person.

16 DATED THIS 7th day of DECEMBER, 2012.

17
18 

19
20 Alexander M. Falconi
21 Appearing in Proper Person
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² This affirmation is in accordance with NRS 239B.030."

CERTIFICATE OF NRCP 5 SERVICE

I, Alexander M. Falconi, do hereby solemnly swear under penalty of perjury that I am over the age of 18 and a party to this action and that I **personally** served a true and correct copy of this Case Appeal Statement upon the following:

Corazon Real Estate
Attn: Charles Chinnici
254 Vassar Street
Reno, Nevada 89502

SERVED THIS 10 day of DECEMBER, 2012.



Alexander M. Falconi

1 **Code 1310**

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6 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

7 **IN AND FOR THE COUNTY OF WASHOE**

8 **ALEXANDER M. FALCONI,**

9 **Plaintiff,**

10 **vs.**

Case No. CV12-02385
Dept. No. 9

11 **CORAZON REAL ESTATE,**

12 **Defendant.**

13 _____ /
14
15 **CASE APPEAL STATEMENT**

16 This case appeal statement is filed pursuant to NRAP 3(2).

- 17 1. This appeal is from an order entered by the Honorable Scott Freeman.
- 18 2. Appellant is Alexander M Falconi. Appellant is representing himself in Proper
19 Person on appeal:
- 20 3. Appellant's address is:
21 Alexander M Falconi
22 1570 Sky Valley Dr. #F201
23 Reno, Nevada 89523
- 24 4. Respondent is Corazon Real Estate. Respondent was represented in District Court
25 by:
26 Charles Chinnici
27 Corazon Real Estate
28 254 Vassar Street
Reno, Nevada 89502
5. Respondent's representative is not licensed to practice law in Nevada.

6. Appellant is not represented by appointed counsel in District Court.
7. Appellant is not represented by appointed counsel on appeal.
8. Appellant was not granted leave to proceed in forma pauperis in the District Court.
9. Proceeding commenced by the filing of a complaint on September 20, 2012.
10. This is a civil proceeding and the Appellants are appealing the Order Granting
Defendants Motion to Dismiss filed on December 5, 2012.
11. The case has not been the subject of a previous appeals to the Supreme Court:
12. This case does not involve child custody or visitation.
13. It is unknown if the case involves the possibility of a settlement.

Dated this 14th day of December 2012`.

JOEY ORDUNA HASTINGS
CLERK OF THE COURT

By: /s/ Annie Smith
Annie Smith
Deputy Clerk

1 **Code 1350**

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5
6 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

7 **IN AND FOR THE COUNTY OF WASHOE**

8 **ALEXANDER M. FALCONI,**

9
10 **Plaintiff,**

11 **vs.**

Case No. CV12-02385

Dept. No. 9

12 **CORAZON REAL ESTATE,**

13 **Defendant.**

14 _____ /
15
16 **CERTIFICATE OF CLERK AND TRANSMITTAL – NOTICE OF APPEAL**

17 I certify that I am an employee of the Second Judicial District Court of the State of
18 Nevada, County of Washoe; that on the 14th day of December, 2012, I electronically filed
19 the Notice of Appeal in the above entitled matter to the Nevada Supreme Court.

20 I further certify that the transmitted record is a true and correct copy of the original
21 pleadings on file with the Second Judicial District Court.

22 Dated this 14th day of December, 2012

23
24 **JOEY ORDUNA HASTINGS**
CLERK OF THE COURT

25 By /s/ Annie Smith
26 Annie Smith
27 Deputy Clerk
28

******* IMPORTANT NOTICE - READ THIS INFORMATION *******
PROOF OF SERVICE OF ELECTRONIC FILING

-

A filing has been submitted to the court RE: CV12-02385
Judge: SCOTT FREEMAN
Official File Stamp: 12-14-2012:12:56:26
Clerk Accepted: 12-14-2012:12:56:49
Court: Second Judicial District Court - State of Nevada
Case Title: ALEXANDER FALCONI VS. CORAZON REAL ESTATE (ARB)
Document(s) Submitted: Case Appeal Statement
Certificate of Transmittal
Filed By: Annie Smith
You may review this filing by clicking on the following link to take you to your cases.

This notice was automatically generated by the courts auto-notification system.

-

If service is not required for this document (e.g., Minutes), please disregard the below language.

The following people were served electronically:

The following people have not been served electronically and must be served by traditional means (see Nevada electronic filing rules):

CORAZON REAL ESTATE
ALEXANDER FALCONI

ORIGINAL

FILED

2012 DEC 17 AM 9:23

JOEY BRUCE HASTINGS
CLERK OF THE COURT
BY [Signature]
DEPUTY

Code: 1097
Alexander M. Falconi
1570 Sky Valley Dr. #F201
Reno, NV 89523
Exavior75@yahoo.com
775-391-9139
Appearing in Proper Person

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI, an individual;
Plaintiff, Counter-defendant,
vs.
CORAZON REAL ESTATE, a domestic
corporation; and DOES I-X, inclusive;
Defendant, Counterclaimant.

Case #: CV12-02385
Dept #: 9

AMENDED NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN that Alexander M. Falconi, Plaintiff above named, hereby
APPEALS to The Supreme Court of the State of Nevada from the Order Granting Defendant's
Motion to Dismiss entered in this action on the 5th day of December, 2012.

AFFIRMATION¹: This document does not contain a social security number of any person.

SIGNED this 8 day of DECEMBER, 2012.

[Signature]
Alexander M. Falconi

¹ This affirmation is in accordance with NRS 239B.030."

CV12-02385
ALEXANDER FALCONI VS CORAZON REAL ESTATE
District Court Washoe County
12/17/2012 09:23 AM
1097

CERTIFICATE OF NRCP 5 SERVICE

I, Alexander M. Falconi, do hereby solemnly swear under penalty of perjury that I am over the age of 18 and a party to this action and that I **personally** served a true and correct copy of this Notice upon the following:

Corazon Real Estate
Attn: Charles Chinnici
254 Vassar Street
Reno, Nevada 89502

SERVED THIS 17 day of DECEMBER, 2012.



Alexander M. Falconi

FILED

Electronically

12-27-2012:09:26:14 AM

Joey Orduna Hastings

Clerk of the Court

Transaction # 3428836

**IN THE SUPREME COURT OF THE STATE OF NEVADA
OFFICE OF THE CLERK**

ALEXANDER FALCONI,

Appellant,

vs.

CORAZON REAL ESTATE, A DOMESTIC
CORPORATION; AND CHARLES CHINNICI,
Respondents.

Supreme Court No. 62296

District Court Case No. CV1202385

JD9

RECEIPT FOR DOCUMENTS

TO: Alexander Falconi

Charles Chinnici

Joey Orduna Hastings, Washoe District Court Clerk ✓

You are hereby notified that the Clerk of the Supreme Court has received and/or filed the following:

12/17/2012 Filing Fee due for Appeal.

12/17/2012 Filed Notice of Appeal/Proper Person Pilot Program. Filed certified copy of proper person notice of appeal.

DATE: December 17, 2012

Tracie Lindeman, Clerk of Court

lh

******* IMPORTANT NOTICE - READ THIS INFORMATION *******
PROOF OF SERVICE OF ELECTRONIC FILING

-

A filing has been submitted to the court RE: CV12-02385
Judge: SCOTT FREEMAN
Official File Stamp: 12-27-2012:09:26:14
Clerk Accepted: 12-27-2012:09:26:47
Court: Second Judicial District Court - State of Nevada
Case Title: ALEXANDER FALCONI VS. CORAZON REAL ESTATE (ARB)
Document(s) Submitted: Supreme Court Receipt for Doc
Filed By: Mary Fernandez

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If service is not required for this document (e.g., Minutes), please disregard the below language.

The following people were served electronically:

The following people have not been served electronically and must be served by traditional means (see Nevada electronic filing rules):

CORAZON REAL ESTATE
ALEXANDER FALCONI

FILED

Electronically
12-28-2012:08:36:22 AM
Joey Orduna Hastings
Clerk of the Court
Transaction # 3431247

1 **Code 1350**

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6 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

7 **IN AND FOR THE COUNTY OF WASHOE**

8 **ALEXANDER M FALCONI,**

9 **Plaintiff,**

Case No. CV12-02385

10 **vs.**

Dept. No. 9

11 **CORAZON REAL ESTATE,**

12 **Defendant.**

13 _____ /
14
15 **CERTIFICATE OF CLERK AND TRANSMITTAL – AMENDED NOTICE OF APPEAL**

16 I certify that I am an employee of the Second Judicial District Court of the State of
17 Nevada, County of Washoe; that on the 28th day of December, 2012 I electronically filed
18 the Amended Notice of Appeal in the above entitled matter to the Nevada Supreme Court.

19 I further certify that the transmitted record is a true and correct copy of the original
20 pleadings on file with the Second Judicial District Court.

21 Dated this 28th day of December, 2012.

22
23 **JOEY ORDUNA HASTINGS**
CLERK OF THE COURT

24 By /s/Annie Smith
25 Annie Smith
26 Deputy Clerk
27
28

V2.217

******* IMPORTANT NOTICE - READ THIS INFORMATION *******
PROOF OF SERVICE OF ELECTRONIC FILING

-

A filing has been submitted to the court RE: CV12-02385
Judge: SCOTT FREEMAN
Official File Stamp: 12-28-2012:08:36:22
Clerk Accepted: 12-28-2012:08:36:59
Court: Second Judicial District Court - State of Nevada
Case Title: ALEXANDER FALCONI VS. CORAZON REAL ESTATE (ARB)
Document(s) Submitted: Certificate of Clerk
Filed By: Annie Smith

You may review this filing by clicking on the following link to take you to your cases.

This notice was automatically generated by the courts auto-notification system.

-

If service is not required for this document (e.g., Minutes), please disregard the below language.

The following people were served electronically:

The following people have not been served electronically and must be served by traditional means (see Nevada electronic filing rules):

CORAZON REAL ESTATE
ALEXANDER FALCONI

CV12-02385
ALEXANDER M. FALCONI VS. CORAZON REAL ESTATE
District Court
Washoe County
DC-9900041988-023
01/07/2013 03:45 PM
2610

Code: 2610
Alexander M. Falconi
1570 Sky Valley Dr. #F201
Reno, NV 89523
Exavior75@yahoo.com
775-391-9139
Appearing in Proper Person

FILED
2013 JAN -7 PM 3:45

JUDICIAL DISTRICT COURT
CLERK OF THE COURT

BY *[Signature]*
DEPUTY

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI, an individual;

Plaintiff, Counter-defendant,

vs.

CORAZON REAL ESTATE, a domestic
corporation; and DOES I-X, inclusive;

Defendant, Counterclaimant.

Case #: CV12-02385

Dept #: 9

NOTICE OF SUPPLEMENTARY EXHIBIT TO FORMA PAUPERIS APPLICATION

TAKE NOTICE, that in order to better inform Chief Judge David Hardy as to the merits of the appeal, the Appellant's Opening Brief filed in the Supreme Court of the State of Nevada is attached hereto as Exhibit 1.

AFFIRMATION¹: This document does not contain a social security number of any person.

DATED THIS 7th day of JANUARY, 2013.



Alexander M. Falconi
Pro Se

¹ This affirmation is in accordance with NRS 239B.030."

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CERTIFICATE OF NRCP 5 SERVICE

I, Alexander M. Falconi, do hereby solemnly swear under penalty of perjury that I am over the age of 18 and a party to this action and that I **personally** served a true and correct copy of the Appellants Opening Brief filed in the Supreme Court of the State of Nevada upon the following:

Corazon Real Estate
Attn: Charles Chinnici
254 Vassar Street
Reno, Nevada 89502

SERVED THIS 7 day of JANUARY, 2013.



Alexander M. Falconi

List of Exhibits

Exhibit 1: Appellant's Opening Brief
Pages: 15

CV12-02385 DC-9900041988-024
ALEXANDER, FALCONI VS. CORAZ 16 Pages
District Court 01/07/2013 03:45 PM 2610
Washoe County IARRRAGC
FY1

EXHIBIT 1

EXHIBIT 1

Alexander M. Falconi
1570 Sky Valley Dr. #F201
Reno, NV 89523
Exavior75@yahoo.com
775-391-9139
Appearing in Proper Person

IN THE SUPREME COURT OF THE STATE OF NEVADA

ALEXANDER M. FALCONI, an individual;

Appellant,

vs.

CORAZON REAL ESTATE, a domestic
corporation; and DOES I-X, inclusive;

Respondent.

Case #: 62296

APPELLANT'S OPENING BRIEF

COMES NOW, Appellant, Alexander M. Falconi, appearing in proper person, and hereby
files an appellant's opening brief. This brief is based upon the following memorandum of points
and authorities and Appellant's Appendix of Exhibits on file herein.

I. NRAP 26.1 Disclosure

Appellant is a natural person and therefore no such parent corporation exists.

DATED THIS 1st day of JANUARY, 2013.



Alexander M. Falconi
Pro Se

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re Discipline of schaefer, 117 Nev. 496, *509, 25 P.3d 191, **200 (2001).....	13
Salman v. Newell, 110 Nev. 1233, 885 P.2d 607 (1994).....	14
Sunde v. Contel of California 113 Nev. 1655, 970, P.2d 1136 (1997).....	14
Vacation Village Inc. v. Hitachi America Ltd., 110 Nev. 481, *484, 874 P.2d 744, **746 (1994).....	10,11
Wiltsie v. Baby Grand Corp., 105 Nev. 291, *293, 774 P.2d 432, **434 (1989).....	13

IV. Jurisdictional Statement

The Second Judicial District Court entered an Order Granting Motion to Dismiss; the order is not interlocutory and disposes of the case in its entirety. Pursuant to NRAP 3A(b)(1)¹, this is an appealable order. See also Lee v. GNLV Corp., 116 Nev. 424, *427, 996 P.2d 416 (2000)².

Appellant is aggrieved by the order as it disposes of his claims with prejudice. NRAP 3A(a). "In Kenney v. Hickey, 60 Nev. 187, 105 P.2d 192 (1940), this court held that an aggrieved party is one whose personal right is injuriously affected by the adjudication..." Bates v. Nevada Sav. & Loan Association, 85 Nev. 441, 456 P.2d 450 (1969).

Original jurisdiction is established in the Second Judicial District Court of the State of Nevada, Department 9, under CV12-02385. The dispositive order was rendered November 27, 2012, and the Notice of Appeal was timely filed December 10, 2012. NRAP 4(a)(1). An Application to Proceed in Forma Pauperis on Appeal has been filed in the district court and is pending. NRAP 24(a)(1).

Therefore this Court has appellate jurisdiction.

V. Statement of the Issues

1. Whether the District Court erred in applying the wrong standard of review for a motion to dismiss by failing to construe Appellant's allegations as true, drawing all inferences in his favor, and analyzing the stated claims of the Complaint; and
2. Whether the District Court abused its discretion by refusing to deny Respondent's Motion to Dismiss for failure to comply with DCR 13(2)¹⁰; and

¹ NRAP 3A(b)(1): "An appeal may be taken from the following judgments and orders of a district court in a civil action: A final judgment entered in an action or proceeding commenced in the court in which the judgment is rendered."

² Lee v. GNLV Corp., 116 Nev. 424, *427, 996 P.2d 416 (2000): "Thus, whether the district court's decision is entitled a "judgment" or an "order" is not dispositive in determining whether it may be appealed; what is dispositive is whether the decision is final."

- 1 3. Whether the District Court erred in dismissing Appellant's Complaint for lack of evidence
2 before discovery has been conducted; and
3 4. Whether the District Court committed legal error by allowing Respondent, a domestic
4 corporation, to appear in proper person³.

5
6 **VI. Statement of the Case**

7 Parties once shared a landlord-tenant relationship. Throughout this relationship,
8 Respondent, the landlord, of a small, one-bedroom apartment, demanded costs for maintenance
9 and repair of the air conditioner and stove⁴ from Appellant, the tenant. Appellant consistently
10 noticed Respondent that it was statutory obligated to maintain them. Respondent notified
11 Appellant that he would be evicted for failure to obey and prosecuted an eviction near to lockout,
12 at which point Appellant paid the costs demanded so as to avoid himself and his minor child
13 being locked out of their home. Respondent does not allege any such deliberate or negligent
14 conduct, but rather, that the contractual agreement between parties obligated Appellant to
15 maintain the air conditioner. Appellant also has secondary claims, such as conversion⁵ of a
16 security deposit, retaliatory eviction, and failure to maintain the toilet. Appellant seeks punitive
17 damages for violation of statutory torts.
18
19

20 **VII. Factual Background**

21 The dwelling unit, henceforth 'THE UNIT', was located at 2142 Roundhouse Rd.,
22 Sparks, NV 89431. Exhibit I.
23
24
25

26 ³ Appellant has stated in the district court and will state now that he is not personally opposed to Respondent
27 appearing in proper person, however, he is compelled to oppose Respondent's appearance in proper person because
28 of concerns that it may cause complications on the validity of any judgment obtained due to this Court's consistent
requirement that corporations must be represented by attorneys.

⁴ The issue with the stove is better described as the Respondent shifting a \$25 fee upon Appellant.

⁵ The Court did not rule on a motion to amend the complaint to include this claim, therefore it is not within the scope
of this appeal.

1 Appellant has resided at the THE UNIT as tenant from October 2010 through October 17,
2 2012 with his minor child of age six (6), Armando Falconi. Exhibit 1, page 1.

3 Respondent was Appellant's landlord when he resided at THE UNIT. Exhibit 1, page 7.

4 Sometime in November or December of 2011, Appellant sent a request to Respondent to
5 repair the stove top because two (2) of the four (4) burners didn't activate. Respondent made this
6 repair shortly thereafter.
7

8 On January 20, 2012, Respondent sent a letter to Appellant demanding \$25.00 for an
9 alleged "no show" on the stove repair. Exhibit 2.

10 On July 5, 2012, Appellant requested Respondent repair the air conditioner because it
11 was sporadically operating.
12

13 On July 6, 2012, Respondent made repairs to the air conditioner, alleging a filter was
14 clogged. This did not fix the issue.

15 On July 18, 2012, Respondent sent a letter to Appellant demanding the aforementioned
16 \$25.00 for an alleged "no show" and also \$100.50 for repairing the air conditioner (which still
17 did not work) and threatened eviction and fines if Appellant did not pay. Exhibit 3.
18

19 On July 24, 2012, Appellant had Respondent personally served a written notice
20 demanding repair of the toilet. Exhibit 4.

21 On or around August 22, 2012, Appellant reminded Respondent by telephone that the air
22 conditioner still did not work.
23

24 On or around August 24, 2012, Respondent successfully repaired the air conditioner by
25 changing the thermostat.

26 On September 1, 2012, Respondent made its first attempt to repair the toilet, and was
27 successful in repairing it. Exhibit 5.
28

1 Appellant subsequently requested a rent credit due to the fact that he had to live with a
2 barely functioning toilet for so long. Respondent threatened eviction if it did not receive rent in
3 full.

4 On September 7, 2012, Respondent cashed Appellant's rent check (Exhibit 6), and served
5 Appellant by posting upon the door of THE UNIT a Notice of Unlawful Detainer threatening
6 eviction for non-payment of the rent (even though it had just cashed the check) and for the air
7 conditioner and stove repair/maintenance costs. Exhibit 7.

9 On September 12, 2012, at the summary eviction proceeding, Appellant and Respondent
10 agreed the rent was paid but disagreed that the maintenance costs were Appellant's
11 responsibility. The Court held that a summary eviction proceeding was not a proper proceeding
12 in which to determine the merits of a legal defense⁶, merely acknowledge whether a legal
13 defense exists or not. Respondent persisted in its demands and the Court ordered that Appellant
14 pay half of the demanded amounts for the air conditioner and stove and iron out the details in a
15 separate civil action at a later date.
16

17 On September 19, 2012, Respondent accepted a check for \$105.00 in exchange for not
18 evicting FALCONI.
19

20 VIII. Procedural Background

21 On September 20, 2012, Appellant filed Complaint. Exhibit 8.

22 On October 12, 2012, Respondent filed Answer and Counterclaim, through and by its
23 non-attorney President, Mr. Chinnici.
24

25 On October 15, 2012, Appellant filed Motion to Require Corazon Real Estate to Obtain
26 Counsel. Exhibit 9.
27

28

⁶ Though the summary eviction judge did not specifically cite any authority, he presumably was referring to NRS 40.253(6).

1 On October 17, 2012, Respondent filed Opposition to Motion to Require Corazon Real
2 Estate to Obtain Counsel and Motion to Dismiss. Exhibit 10.

3 On October 29, 2012, Appellant filed Opposition to Motion to Dismiss. Exhibit 11.

4 On November 1, 2012, Respondent filed Reply to Opposition to Motion to Dismiss.
5 Exhibit 12.

6 On December 5, 2012, the District Court granted Respondent's Motion to Dismiss.
7 Exhibit 13.

9 IX. Summary of Argument on Motion to Dismiss

10 Respondent argues that Appellant's claims for punitive damages are a sham to establish
11 jurisdiction in the district courts, and that Appellant should have filed suit in justice court as a
12 small-claims action. Appellant argues that Respondent has committed statutory tort and that
13 through its oppressive and malicious conduct an award of punitive damages is appropriate to
14 punish and deter future conduct. Appellant argues that he can prove a set of facts that, if true,
15 warrant an award of punitive damages.
16

17 X. Summary of Underlying Argument

18 Respondent has maintained⁷ that Appellant should be bound by the contract assigning
19 maintenance of the air conditioner. Appellant argues that the contract is adhesive; and that the
20 provisions requiring him to maintain the air conditioner are ambiguous and should be construed
21 against the drafter, contrary to public policy and therefore void, and explicitly declared void per
22 NRS 118A.220(2)⁸.
23

24 Appellant argues that punitive damages are appropriate in order to punish a wrongdoer
25 for an intentional tort so as to discourage such further conduct, and that by leveraging its power
26
27

28 ⁷ Respondent does not allege in any way that Appellant has intentionally destroyed any equipment.

⁸ NRS 118A.220(2): "Any provision prohibited by subsection 1 is void as contrary to public policy and the tenant may recover any actual damages incurred through the inclusion of the prohibited provision."

1 of eviction⁹ against Appellant to coerce a payment, Respondent is guilty of oppressive and
2 malicious conduct warranting supporting a punitive award. Appellant further argues that
3 Respondent lacks incentive to modify his conduct because generally, few tenants sue to recover
4 monies and when they do sue, it is more often than not in as a small-claims action for
5 compensatory damages; thus, Respondent is only obligated to return the monies wrongfully
6 withheld and the unlawful conduct remains profitable. Appellant also cites substantive authority
7 explicitly stating that a tortfeasor may not rely on its own ambiguous contract to avoid punitive
8 damages.
9

10 **XI. Argument and Legal Analysis**

11 Respondent's Motion to Dismiss alleged Appellant sought punitive damages in order to
12 "get his case filed in District Court, rather than Small Claims Court where it belongs". Exhibit
13 10, page 2, lines 5-8. Respondent concluded that the claims should be dismissed and
14 "remand[ed] to Small Claims Court, the appropriate venue to hear this matter." Exhibit 10, page
15 2, lines 27-28.
16

17 Appellant filed Opposition to Respondent's Motion to Dismiss per DCR 13(2)¹⁰, per
18 Respondent's failure to obtain counsel or at the very least permission from the District Court to
19 proceed in proper person¹¹, and per Aftercare of Clark County v. Justice Ct. of Las Vegas Tp. Ex
20 rel. 120 Nev., 1, *3, 82 P.3d 931 (2004)¹². Appellant then construed Respondent's Motion to
21
22

23
24 ⁹ Had Respondent merely held the repair costs in abeyance and deducted them from Appellant's security deposit
upon his eventual move-out, it is unlikely this matter would have ever reached the district court (though an argument
of punitive damages would still bear arguable merit).

25 ¹⁰ DCR 13(2): "A party filing a motion shall also serve and file with it a memorandum of points and authorities in
support of each ground thereof. The absence of such memorandum may be construed as an admission that the
26 motion is not meritorious and cause for its denial or as a waiver of all grounds not so supported."

27 ¹¹ Respondent is a domestic corporation.

28 ¹² Aftercare of Clark County v. Justice Ct. of Las Vegas Tp. Ex rel. 120 Nev., 1, *3, 82 P.3d 931 (2004): "In these
consolidated appeals, we consider whether justices of the peace may deny jury trials to litigants who have filed a
civil action in justice's court, rather than a small claims action, and seek less than \$5,000. The Las Vegas Township
Justice's Court has implemented a policy denying jury trials to litigants unless \$5,000 or more is at stake. The
district court declined to issue extraordinary relief compelling justice's court jury trials for the (continued ...)

Dismiss as one filed in accordance with NRCP 12(b)(1)¹³ and further argued in opposition of dismissal accordingly. Exhibit 11.

Respondent then filed a Reply to Opposition to Motion to Dismiss reiterating that the case should be filed as a small-claims action. Exhibit 12, page 2, lines 22-26.

1. The District Court Erred in Dismissing with Prejudice for Lack of Evidence

The District Court granted dismissal on the grounds that:

Plaintiff's claims are for a residence of which he no longer resides; as well Plaintiff has provided the Court no evidence or record of any of the alleged maintenance issues. Thus, there is no evidence to support Plaintiff's claim(s). The Court has reviewed the entire record and Plaintiff has provided no evidence of the alleged damages. Therefore, for the several reasons described above; Defendant's Motion to Dismiss with prejudice is granted.

Exhibit 13, page 2, lines 14-19. The District Court erred in coming to this conclusion because the district court's subject-matter jurisdiction was under attack via "motion to dismiss". Pursuant to Vacation Village Inc. v. Hitachi America Ltd., 110 Nev. 481, *484, 874 P.2d 744, **746 (1994):

The standard of review for a dismissal under NRCP 12(b)(5) is rigorous as this court "must construe the pleading liberally and draw every fair intendment in favor of the [non-moving party]." Squires v. Sierra Nev. Educational Found., 107 Nev. 902, 905, 823 P.2d 256, 257 (1991) (quoting Merluzzi v. Larson, 96 Nev. 409, 411, 610 P.2d 739, 741 (1980)).

In discussing the standard of review on a motion to dismiss, this Court held in Edgar v. Wagner, 699 P. 2d 110 (1985) at page 111:

On review of a motion to dismiss, our task is to determine whether or not the challenged pleading sets forth allegations sufficient to make out the elements of a right to relief. Crucil v. Carson City, 95 Nev. 583, 600 P.2d

appellants, who are the defendants in two justice's court civil actions, both involving less than \$5,000...(*9) Because the Las Vegas Township Justice's Court's policy violates the Nevada constitutional guaranty of trial by jury, we reverse the district court orders that denied appellants' petitions for writ relief, and we remand these cases to the district court for the issuance of writs of mandamus, compelling justice's court jury trials in these cases."

¹³ NRCP 12(b)(1): "Every defense, in law or fact, to a claim for relief in any pleading, whether a claim, counterclaim, cross-claim, or third-party claim, shall be asserted in the responsive pleading thereto if one is required, except that the following defenses may at the option of the pleader be made by motion: lack of jurisdiction over the subject matter..."

216 (1979); cf. *Stump v. Sparkman*, 435 U.S. 349, 354, 98 S.Ct. 1099, 1103, 55 L.Ed.2d 331 (1978). In making this determination, the allegations in the complaint must be taken at "face value," *California Motor Transport Co. v. Trucking Unlimited*, 404 U.S. 508, 515, 92 S.Ct. 609, 614, 30 L.Ed.2d 642 (1972), and must be construed favorably in the plaintiff's behalf. The complaint cannot be dismissed for failure to state a claim unless it appears beyond a doubt that the plaintiff could prove no set of facts which, if accepted by the trier of fact, would entitle him to relief. *Conley v. Gibson*, 355 U.S. 41, 45-46, 78 S.Ct. 99, 101-02, 2 L.Ed.2d 80 (1957).

Exhibit 11, page 4, lines 2-11. And more specifically in *Vacation Village Inc. v. Hitachi America Ltd.*, 110 Nev. 481, *484, 874 P.2d 744, **746 (1994):

All factual allegations of the complaint *must* be accepted as true. *Capital Mortgage Holding v. Hahn*, 101 Nev. 314, 315, 705 P.2d 126 (1985). A complaint will not be dismissed for failure to state a claim "unless it appears beyond a doubt that the plaintiff could prove no set of facts which, if accepted by the trier of fact, would entitle him [or her] to relief." *Edgar v. Wagner*, 101 Nev. 226, 228, 699 P.2d 110, 112 (1985) (citing *Conley v. Gibson*, 355 U.S. 41, 45-46, 78 S.Ct. 99, 102, 2 L.Ed.2d 80 (1957)). (emphasis added)

Exhibit 11, page 4, lines 12-21. Under this precedent, the District Court exceeded its authority under the "motion to dismiss" test in demanding evidence of Appellant to substantiate his claims.

Vacation Village Inc. v. Hitachi America Ltd., 110 Nev. 481, *484, 874 P.2d 744, **746 (1994)

elaborates further:

On appeal from an order granting an NRCP 12(b)(5) motion to dismiss, "[t]he sole issue presented ... is whether a complaint states a claim for relief." *Merluzzi v. Larson*, 96 Nev. 409, 411, 610 P.2d 739, 741 (1980), overruled on other grounds by *Smith v. Clough*, 106 Nev. 568, 796 P.2d 592 (1990). This court's "task is to determine whether... the challenged pleading sets forth allegations sufficient to make out the elements of a right to relief." *Edgar*, 101 Nev. at 227, 699 P.2d at 111. The test for determining whether the allegations of a complaint are sufficient to assert a claim for relief is whether the allegations give fair notice of the nature and basis of a legally sufficient claim and the relief requested. *Ravera v. City of Reno*, 100 Nev. 68, 70, 675 P.2d 407, 408 (1984); see also *Brelant v. Preferred Equities Corp.*, 109 Nev. 842, 858 P.2d 1258 (1993); *Western States Constr. v. Michoff*, 108 Nev. 931, 840 P.2d 1220 (1992).

1 The District Court should have reviewed the Complaint, accepted the allegations as true, and
2 determined whether or not a cause of action could potentially be proven under the specified
3 claims.

4 **2. The District Court Erred in Refusing to Deny the Motion to Dismiss Per DCR 13(2)**

5 Respondent's failed to cite any substantive authority in support of his motion to dismiss,
6 and therefore the motion should have been denied per DCR 13(2)¹⁰. The application of DCR
7 13(2) is at the Court's discretion, therefore, we seek an abuse of discretion.

9 The District Court prejudiced Appellant by expecting him to guess by what vehicle and
10 what authority Respondent was moving for dismissal. Pursuant to Anastassatos v. Anastassatos,
11 112 Nev. 317, *320, 913 P.2d 652, **653 (1996):

13 Although Nevada is a notice pleading jurisdiction, a party must be given
14 reasonable advance notice of an issue to be raised and an opportunity to
15 respond. Schwartz v. Schwartz, 95 Nev. 202, 206, 591 P.2d 1137, 1140
(1979).

16 The District Court abused its discretion when it required evidence on a "motion to
17 dismiss", in contravention to this Court's established standard of review, and without giving
18 Appellant a reasonable opportunity to respond or provide the evidence. Pursuant to Hotel Last
19 Frontier Corp. v. Frontier Properties, Inc., 79 Nev. 150, *153, 380 P.2d 293, **294 (1963):

21 In Goodman v. Goodman, 68 Nev. 484, 489, 236 P.2d 305, 307, it is
22 stated: "Yet even within the area of discretion where the court's
23 discernment is not to be bound by hard and fast rules, its exercise of
24 discretion in the process of discernment may be guided by such applicable
25 legal principles as may have become recognized as proper in determining
the course of justice. A clear ignoring by the court of such established
guides, without apparent justification, may constitute abuse of discretion.

26 **3. The District Court Committed Plain Error in Requiring Evidence Before Discovery**

27 Pursuant to Green v. State, 119 Nev. 542, 80 P.3d (2003):

1 In conducting plain error review, we must examine whether there was
2 "error," whether the error was "plain" or clear, and whether the error
3 affected the defendant's substantial rights.

4 Requiring evidence before the discovery phase in the process of civil procedure has even begun
5 is erroneous on its face, and dismissing a case spontaneously without allowing the adverse party
6 the opportunity to object results in a miscarriage of justice.

7 If Respondent had instead filed a motion for summary judgment, a different standard of
8 review would have applied. "A court may grant summary judgment if the evidence does not
9 create a genuine issue of material fact". Powell v. Liberty Mutual Fire Ins. Co., 127 Nev. ___, ___,
10 252 P.3d 668, 672 (2011). Still, it would have been far too early in the proceedings; the arbitration
11 commissioner had yet to pick up the case so NAR 11 (a creature of NRCP 16.1) disclosures or
12 any discovery whatsoever for that matter had yet to be conducted. Pursuant to Wiltie v. Baby
13 Grand Corp., 105 Nev. 291, *293, 774 P.2d 432, **434 (1989):

14
15 This court has held that it is an abuse of discretion for a district court to
16 grant summary judgment where a request for discovery is made early in
17 the proceedings. See Halimi v. Blacketer, 105 Nev. ___, 770 P.2d 531
18 (1989); Harrison v. Falcon Products, 103 Nev. 558, 746 P.2d 642 (1987).

19 **4. The District Court Erred in Allowing a Corporation to Appear in Proper Person**

20 It is not factually in dispute that Respondent is a domestic corporation. Whether a
21 corporation can appear in proper person is a question of law. "This court reviews de novo pure
22 questions of law." Holiday Retirement Corp. v. State, DIR, 128 Nev. Adv. Op. No. 13, 274 P.3d
23 759, *761 (2012).

24 Pursuant to WDCR 23.5, "A corporation may not appear in proper person." Exhibit 9,
25 page 2, line 7.

26
27 In re Discipline of schaefer, 117 Nev. 496, *509, 25 P.3d 191, **200 (2001), this Court
28 held:

1 We have consistently held that a legal entity such as a corporation
2 cannot appear except through counsel, and we have prohibited non-
3 lawyer principals from representing these types of entities. (emphasis
4 added)

5 Exhibit 9, page 2, lines 8-12. See also: Sunde v. Contel of California 113 Nev. 1655, 970, P.2d
6 1136 (1997) and Salman v. Newell, 110 Nev. 1233, 885 P.2d 607 (1994). Exhibit 9, page 2, lines
7 13-28.

8 Therefore, the District Court erred in allowing Respondent to appear in proper person.

9 XII. Conclusion

10 The District Court should be instructed to reanalyze the motion to dismiss, assume each
11 allegation of Appellant's Complaint to be true, and determine, based on that analysis, whether or
12 not Appellant could prove a set of facts which support an award of punitive damages.

13 THEREFORE, Appellant hereby requests that:

- 14 1. The Court REVERSE and REMAND with instructions to requiring Respondent to
15 obtain counsel; and
16
17 2. The Court REVERSE and REMAND with instructions to VACATE the Order
18 Granting Dismissal with Prejudice; and
19
20 3. For such further relief as the Court deems necessary and just¹⁴.

21 AFFIRMATION¹⁵: This document does not contain a social security number of any person.

22 DATED THIS 1st day of JANUARY, 2013.

23 

24 Alexander M. Falconi
25 Pro Se
26

27 ¹⁴ In the event this Court deems the District Court reached the right conclusion, albeit for the wrong reasons, and
28 concludes no set of facts could be proven to support an award of punitive damages, Appellant would request reversal
with instructions to the district court to amend its order dismissing with prejudice to an order changing venue to the
justice courts or in the alternative an order dismissing without prejudice.

¹⁵ This affirmation is in accordance with NRS 239B.030.

1 **DECLARATION OF ALEXANDER M. FALCONI**

2 I, Alexander M. Falconi, state that I have read this Brief and that the contents are true and
3 correct of my own personal knowledge, except for those matters I have stated that are not of my
4 own personal knowledge, but that I only believe them to be true, and as for those matters, I do
5 believe they are true.

6
7 I declare¹⁶ under penalty of perjury that the foregoing is true and correct.

8 EXECUTED this 7 day of JANUARY, 2013.

9
10 

11 Alexander M. Falconi
12

13 **CERTIFICATE OF NRCP 5 SERVICE**

14
15 I, Alexander M. Falconi, do hereby solemnly swear under penalty of perjury that I am
16 over the age of 18 and a party to this action and that I **personally** served a true and correct copy
of this Brief upon the following:

17 Corazon Real Estate
18 Attn: Charles Chinnici
19 254 Vassar Street
20 Reno, Nevada 89502

21 SERVED THIS 7 day of JANUARY, 2013.

22 

23 Alexander M. Falconi
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27

28 ¹⁶ NRS 53.045: "Any matter whose existence or truth may be established by an affidavit or other sworn declaration
may be established with the same effect by an unsworn declaration of its existence or truth signed by the declarant
under penalty of perjury, and dated, in substantially the following form: If executed in this State: "I declare under
penalty of perjury that the foregoing is true and correct."

FILED

Electronically

01-14-2013:03:15:46 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 3462724

**IN THE SUPREME COURT OF THE STATE OF NEVADA
OFFICE OF THE CLERK**

ALEXANDER FALCONI,

Appellant,

vs.

CORAZON REAL ESTATE, A DOMESTIC
CORPORATION; AND CHARLES CHINNICI,
Respondents.

Supreme Court No. 62296

District Court Case No. CV1202385

RECEIPT FOR DOCUMENTS

CW12-02385
D9

TO: Charles Chinnici
Alexander Falconi
Joey Orduna Hastings, Washoe District Court Clerk

You are hereby notified that the Clerk of the Supreme Court has received and/or filed the following:

12/28/2012 Filed Notice of Appeal/Amended/Supplemental. (Amended)

DATE: December 28, 2012

Tracie Lindeman, Clerk of Court
rw

******* IMPORTANT NOTICE - READ THIS INFORMATION *******
PROOF OF SERVICE OF ELECTRONIC FILING

-

A filing has been submitted to the court RE: CV12-02385
Judge: SCOTT FREEMAN
Official File Stamp: 01-14-2013:15:15:46
Clerk Accepted: 01-14-2013:15:17:05
Court: Second Judicial District Court - State of Nevada
Case Title: ALEXANDER FALCONI VS. CORAZON REAL ESTATE (ARB)
Document(s) Submitted: Supreme Court Receipt for Doc
Filed By: Annie Smith

You may review this filing by clicking on the following link to take you to your cases.

This notice was automatically generated by the courts auto-notification system.

-

If service is not required for this document (e.g., Minutes), please disregard the below language.

The following people were served electronically:

The following people have not been served electronically and must be served by traditional means (see Nevada electronic filing rules):

CORAZON REAL ESTATE
ALEXANDER FALCONI

1 CODE:
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6 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR THE COUNTY OF WASHOE
8

9 ALEXANDER M. FALCONI, an individual,
10 Plaintiff/Counterdefendant,

Case No. CV12-02385

11 vs.

Dept. No. 9

12 CORAZON REAL ESTATE, a domestic
13 corporation; and DOES I-X, inclusive,
14 Defendant/Counterclaimant.
15

16 **ORDER GRANTING MOTION TO PROCEED IN FORMA PAUPERIS**

17 This Court has reviewed Mr. Falconi's motion to proceed in forma pauperis and
18 attached affidavit in support of the motion.¹ "Any person who desires to prosecute or
19 defend a civil action may file an affidavit with the court setting forth with particular facts
20 concerning his income, property and other resources which establish that he is unable to
21 prosecute or defend the action because he is unable to pay the costs of so doing." NRS
22 12.015(1). This Court finds that Mr. Falconi has provided sufficient financial information
23 to warrant granting the motion. Therefore, it is ordered:

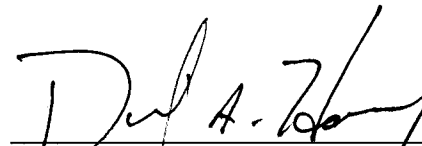
- 24 1. The motion to proceed in forma pauperis is granted.
25
26
27

28 ¹ This motion was submitted for decision on December 10, 2012. Due to an error that occurred within the
filing office the motion was referred to Department 9 and the Chief Judge was not notified of the pending
request for submission until January 29, 2013.

- 1 2. This Court will allow Mr. Falconi to proceed in the action without costs and
2 may file or issue any necessary writ, process, pleading or paper without
3 charge, with the exception of jury fees.
4 3. The Sherriff or any other appropriate officer within the state shall make
5 personal service of any writ, process, pleading or paper without charge for
6 Mr. Falconi.

7
8 **IT IS SO ORDERED.**

9 Dated: January 30, 2013.

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12 _____
13 David A. Hardy
14 Chief District Court Judge
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CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court in and for the County of Washoe, and that on this 30 day of January, 2013, I deposited in the county mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, a true copy of the foregoing document addressed to:

Alexander M. Falconi
1570 Sky Valley Dr., # F201
Reno, NV 89523



Department 15 Court Clerk

******* IMPORTANT NOTICE - READ THIS INFORMATION *******
PROOF OF SERVICE OF ELECTRONIC FILING

-

A filing has been submitted to the court RE: CV12-02385
Judge: SCOTT FREEMAN
Official File Stamp: 01-30-2013:16:10:08
Clerk Accepted: 01-30-2013:16:11:56
Court: Second Judicial District Court - State of Nevada
Case Title: ALEXANDER FALCONI VS. CORAZON REAL ESTATE (ARB)
Document(s) Submitted: Ord Grant in Forma Pauperis
Filed By: Kaili Lane

You may review this filing by clicking on the following link to take you to your cases.

This notice was automatically generated by the courts auto-notification system.

-

If service is not required for this document (e.g., Minutes), please disregard the below language.

The following people were served electronically:

The following people have not been served electronically and must be served by traditional means (see Nevada electronic filing rules):

CORAZON REAL ESTATE
ALEXANDER FALCONI

Code: 2540
Alexander M. Falconi
1570 Sky Valley Dr. #F201
Reno, NV 89523
Exavior75@yahoo.com
775-391-9139
Appearing in Proper Person

FILED

2013 JAN 31 AM 10:39

JOEY ORDUNA LISTINGS
CLERK OF THE COURT

BY [Signature]
DEPUTY

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

ALEXANDER M. FALCONI, an individual;
Plaintiff,

vs.

CORAZON REAL ESTATE, a domestic
corporation; and DOES I-X, inclusive;
Defendant.

Case #: CV12-02385

Dept #: 9

NOTICE OF ENTRY OF ORDER

NOTICE IS HEREBY GIVEN that Chief Judge David Hardy entered an Order Granting Plaintiff Leave to Proceed In Forma Pauperis on the 30th day of January, 2013. A copy of this Order is on file¹ with the Court.

AFFIRMATION²: This document does not contain the social security number of any person.

SIGNED this 31 day of JANUARY, 2013.

[Signature]

Alexander M. Falconi

¹ The entry can be viewed at http://www.washoecourts.com/index.cfm?page=casedesc&case_id=CV12-02385&Submit=Submit.

² This affirmation is in accordance with NRS 239B.030.

CERTIFICATE OF NRCP 5 SERVICE

I, Alexander M. Falconi, do hereby solemnly swear under penalty of perjury that I am over the age of 18 and a party to this action and that I **personally** served a true and correct copy of this Notice upon the following:

Corazon Real Estate
Attn: Charles Chinnici
254 Vassar Street
Reno, Nevada 89502

SERVED THIS 31 day of JANUARY, 2013.



Alexander M. Falconi

1 **Code 1350**

2
3
4
5 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
6 **IN AND FOR THE COUNTY OF WASHOE**

7
8 **ALEXANDER M. FALCONI, an individual,**

9 **Plaintiff,**

Case No. CV12-02385

10 **vs.**

Dept. No. 9

11 **CORAZON REAL ESTATE, a domestic corporation;**
12 **and DOES I-X, inclusive,**

13 **Defendant.**
14 _____/

15 **CERTIFICATE OF CLERK AND TRANSMITTAL –NRAP 3(g)(1)(B)**

16 I certify that I am an employee of the Second Judicial District Court of the State of
17 Nevada, County of Washoe. On the 31st day of January, 2013, I electronically filed to the
18 Supreme Court the Order Granting Motion to Proceed In Forma Pauperis.

19 The Order is transmitted pursuant to NRAP 3(g)(1)(B).

20 I further certify that the transmitted record is a copy of the original pleadings on file
21 with the Second Judicial District Court.

22 Dated this 31st day of January, 2013.

23 **JOEY ORDUNA HASTINGS**
24 **CLERK OF THE COURT**

25 By /s/Annie Smith
26 Annie Smith
27 Deputy Clerk
28

******* IMPORTANT NOTICE - READ THIS INFORMATION *******
PROOF OF SERVICE OF ELECTRONIC FILING

-

A filing has been submitted to the court RE: CV12-02385
Judge: SCOTT FREEMAN
Official File Stamp: 01-31-2013:10:44:16
Clerk Accepted: 01-31-2013:10:45:22
Court: Second Judicial District Court - State of Nevada
Case Title: ALEXANDER FALCONI VS. CORAZON REAL ESTATE (ARB)
Document(s) Submitted: Certificate of Clerk
Filed By: Annie Smith

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-

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CORAZON REAL ESTATE
ALEXANDER FALCONI

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Electronically

03-07-2013:08:48:52 AM

Joey Orduna Hastings

Clerk of the Court

Transaction # 3575078

IN THE SUPREME COURT OF THE STATE OF NEVADA

ALEXANDER FALCONI,
Appellant,
vs.
CORAZON REAL ESTATE, A
DOMESTIC CORPORATION AND
CHARLES CHINNICI,
Respondents.

No. 62296

FILED

CWD-02385
D9

MAR 01 2013

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

ORDER PLACING APPEAL IN PILOT PROGRAM FOR CIVIL PROPER
PERSON APPEALS, STRIKING APPENDIX,
AND DIRECTING TRANSMISSION OF RECORD

This is a proper person appeal from a district court order dismissing appellant's complaint. Generally, after filing fee issues are resolved, proper person appeals are placed in this court's pilot program for civil appellants proceeding in proper person, and the clerk mails to the appellant a Civil Proper Person Appeal Statement and the Instructions for Civil Litigants Without Attorneys. See ADKT No. 385 (Order Establishing Pilot Program in Civil Appeals, June 10, 2005), Exhibit A (Instructions for Civil Litigants Without Attorneys). See also ADKT No. 385 (Order Extending Pilot Program for Civil Proper Person Appeals, May 10, 2006) (extending the pilot program for civil appeals, which was scheduled to conclude on June 13, 2006, until further order of this court).

In this case, before the filing fee issue was resolved and without permission from this court to do so, see NRAP 46(b), appellant filed an opening brief in support of his appeal and a certificate indicating that he does not intend to request transcripts. Because appellant has already filed an opening brief and transcript certificate, he need not file the proper person appeal statement or proper person transcript request

form, but we nevertheless direct the clerk of this court to place this appeal in the pilot program for civil proper person appeals and to mail appellant a copy of the Instructions for Civil Litigants Without Attorneys for appellant's review. Additionally, as the pilot program contemplates reviewing a certified copy of the complete district court record, we direct the clerk of this court to strike appellant's appendix, which was filed in this court on January 9, 2013, see ADKT 385 (providing that in appropriate cases, this court will order the district court to transmit the trial court record and shall submit the appeal for decision after the record and appeal statement are filed); see also NRAP 10(a)(1), and we direct the clerk of the district court to transmit to the clerk of this court a certified copy of the trial court record in District Court Case No. CV1202385, within 30 days from the date of this order. See NRAP 11(a)(2) (providing that the complete record shall contain each and every paper, pleading and other document filed, or submitted for filing, in the district court, as well as any previously prepared transcripts of the district court proceedings). The record shall not include any exhibits filed in the district court.

It is so ORDERED.¹

Pickering, C.J.

cc: Alexander Falconi
Charles Chinnici
Washoe District Court Clerk

¹We defer ruling on appellant's December 19, 2012, motion.

******* IMPORTANT NOTICE - READ THIS INFORMATION *******
PROOF OF SERVICE OF ELECTRONIC FILING

-

A filing has been submitted to the court RE: CV12-02385
Judge: SCOTT FREEMAN
Official File Stamp: 03-07-2013:08:48:52
Clerk Accepted: 03-07-2013:08:52:15
Court: Second Judicial District Court - State of Nevada
Case Title: ALEXANDER FALCONI VS. CORAZON REAL ESTATE (ARB)
Document(s) Submitted: Supreme Ct Order Directing
Filed By: Deputy Clerk ASmith

You may review this filing by clicking on the following link to take you to your cases.

This notice was automatically generated by the courts auto-notification system.

-

If service is not required for this document (e.g., Minutes), please disregard the below language.

The following people were served electronically:

The following people have not been served electronically and must be served by traditional means (see Nevada electronic filing rules):

CORAZON REAL ESTATE
ALEXANDER FALCONI