

Phillip W Knight

Judgement History

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**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW JERSEY**

12-183 (DMC)

**LIZ GRAYSON
1203 River Road
Edgewater, NJ 07020**

v.

**PHILLIP W. KNIGHT, as Individual
12835 East Arapahoe Road
Tower One, Penthouse 803
Englewood, CO 80112**

I. INTRODUCTION

This is an action for breach of agreement, fraud and conversion and seeks a judgment against the Defendant the amount of \$353,500 plus pre and post-judgment interest, attorney or legal advisor fees, litigation expenses and punitive damages as this court deem appropriate plus any costs incurred by the Plaintiff.

II. JURISDICTION AND VENUE

This court has jurisdiction over this matter pursuant to 28 USC §1332 because this is an action for breach of agreement, fraud and conversion between citizens of different states, in which the amount in controversy exceeds \$75,000, exclusive of interest and costs.

Venue is properly laid in the United States District Court for the Eastern District of New Jersey because a substantial part of the events occurred in New Jersey and the Plaintiff resides in New Jersey

III. PARTIES

Plaintiff is an individual and resident of the United States and a resident and citizen of the state of New Jersey. The plaintiff was a resident of New Jersey during the events set forth below, and conducted business with the Defendant in New Jersey.

Defendant PHILLIP W KNIGHT is citizen of Canada as well as a resident of the State of Colorado and resides at 12835 East Arapahoe road, Tower One, Penthouse 803, Englewood, Colorado 80112. Defendant traveled to the State of New Jersey and conducted business in the State of New Jersey with

the Plaintiff. Defendant at all times knew that he was conducting business in New Jersey and that the Plaintiff was a resident of the State of New Jersey.

COUNT I

Plaintiff and Defendant, a United States resident, entered into a business relationship on or about June 2006 where the Defendant would act as a fiduciary and act on behalf of the plaintiff in certain financial matters. That Business relationship continues to the date of this filing is on going and continues. At all times during his Agreement the Plaintiff has resided in New Jersey and the Defendant knew and was aware that Plaintiff resided in New Jersey and was a United States Citizen. The defendant knew and was aware that the agreement required the Defendant to transfer and convey said funds to banks account's of the Plaintiff in the United States and in New Jersey.

During the course of this business relationship, the Defendant agreed to accept as a fiduciary the total sum of \$353,500 USD for and on behalf of the Plaintiff. Defendant represented he would act as a fiduciary and receive, hold and keep safe said funds on behalf of the Plaintiff and transfer the funds as directed by the plaintiff. The Funds were transferred as directed by the Defendant and the Defendant did receive these funds in the accounts as directed. The Defendant had and still has possession and control of these funds.

On or about October 5, 2010 the Defendant traveled to New Jersey for the purpose of meeting with the Plaintiff regarding the agreement and funds at issue. The Defendant met with the Plaintiff in New Jersey and the Defendant reaffirmed the agreement and assured the Plaintiff these funds would be conveyed and transferred to the Plaintiff. On or about October 19, 2010 the Plaintiff became aware that the Defendant had no intention of surrendering these funds. The Defendants has refused and failed to convey and transfer the funds as directed by the Plaintiff.

Plaintiff demands judgment against the Defendant the amount of \$353,500 plus pre and post-judgment interest, attorney or legal advisor fees, litigation expenses and punitive damages as this court deem appropriate plus any costs incurred by the Plaintiff.

COUNT II

Plaintiff asserts the above and states the following. The Plaintiff and Defendant entered into an agreement, which constitutes a contract and that the Defendant has breached this agreement in failing and refusing to surrender and convey the funds that the Defendant received on behalf of the Plaintiff.

Plaintiff demands judgment against the Defendant in the amount of \$353,500 plus pre and post-judgment interest, attorney or legal advisor fees, litigation expenses and punitive damages as this court deem appropriate plus any costs incurred by the Plaintiff.

COUNT III

Plaintiff asserts the above and states the following. The Defendant stated to the Plaintiff that he would act as fiduciary, receive and keep in trust certain funds, and that these funds would be safe and would be surrendered and conveyed to the Plaintiff. The Plaintiff believed and relied up on these representations and caused certain funds to be transferred to the accounts of the Defendant.

Defendant knew or reasonably should have known that these representations and assertions were false, that the Defendant at the time of stating and asserting that, he would act as a fiduciary, and keep these funds safe and surrender and transfer these funds as directed by the Plaintiff, the Defendant knew these statements were false or reasonable should have know these representation and statements were false.

Funds in the amount of \$353,500 were transferred to the Defendant's accounts, and thereafter the Defendant has refused and failed to surrender the funds upon demand to the Plaintiff. Because of the Defendant's false statements and the Plaintiff reliance upon them, the plaintiff was damaged in the amount of \$353,500.

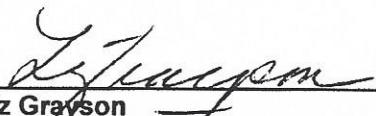
Plaintiff demands judgment against the Defendant in the amount of \$353,500 plus pre and post-judgment interest, attorney or legal advisor fees, litigation expenses and punitive damages as this court deem appropriate plus any costs incurred by the Plaintiff..

COUNT IV

Plaintiff asserts the above and states the following; The Defendant converted the funds of the plaintiff by using deceptive means. The defendant asserted that he would act as fiduciary and received certain funds on behalf of the Plaintiff. The defendant did receive these funds. The Defendant has kept and converted these funds and refused to surrender and convey the funds to the Plaintiff. The Defendant did convert the funds of the Plaintiff. As a result the Plaintiff was damaged in the amount of \$353,500

Plaintiff demands judgment against the Defendant in the amount of \$353,500 plus pre and post-judgment interest, attorney or legal advisor fees, litigation expenses and punitive damages as this court deem appropriate plus any costs incurred by the Plaintiff.

Plaintiff



Liz Grayson
1203 River Road, Edgewater. New Jersey 07010
Tel: 201 224 8501
Email: liz@lizgrayson.com

Pro Se Plaintiff

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New Jersey

Liz Grayson

Plaintiff

v.

Phillip W. Knight

Defendant

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Civil Action No. 12-CV-183(DMC)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Phillip W. Knight
12835 East Arapahoe Road
Tower One, Penthouse 803
Englewood, CO 80112

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Liz Grayson
1203 River Road
Edgewater, New Jersey 07020

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

WILLIAM T. WALSH

CLERK OF COURT

Levy Dunbar

Signature of Clerk or Deputy Clerk

Date:

1/18/2012

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. 12-CV-183 (DMC)

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (f))

This summons for *(name of individual and title, if any)* Phillip W Knight, an individual
was received by me on *(date)* 01/20/2012

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

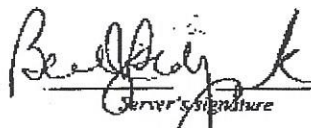
I returned the summons unexecuted because _____; or

Other *(specify)*: handing to and leaving with Andrew Telsey, attorney, a true copy of the within Summons and Complaint for US District Court, Eastern District of New Jersey, on January 23, 2012 at 12:06 p.m. at 12835 E Arapahoe Road Penthouse Suite #803, the legal address for Phillip W Knight, the defendant, County of Arapahoe, State of Colorado.

My fees are \$ 40.00 for travel and \$ _____ for services, for a total of \$ 40.00

I declare under penalty of perjury that this information is true.

Date: 01/25/2012


Server's signature

Beverly J Sedgwick
Printed name and title

3190 W Milan Avenue
Englewood, CO 80110-3236
Server's address

Additional information regarding attempted service, etc:

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

LIZ GRAYSON

Plaintiff,

Case No.: 12-cv-0183 (DMC) (MF)

vs.

PHILLIP W. KNIGHT

Defendant.

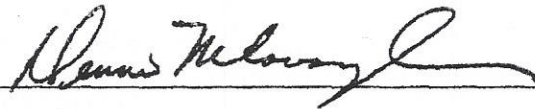
DEFAULT JUDGMENT

The defendant Phillip W. Knight having failed to appear, plead or otherwise defend in this action, and default having been entered on 7th day of August 2012 and pro-se counsel for plaintiff having requested judgment against the defaulted defendant and having filed a proper motion and affidavit in accordance with Federal Rule of Civil Procedure 55 (a) and (b);

Judgment is hereby entered in favor of plaintiff Liz Grayson and against defendant Phillip W. Knight, as follows: \$353,500.

Plus interest on the judgment at the legal rate until the judgment is satisfied.

1/7/14



Dennis M. Cavanaugh
U.S. District Judge

CLOSED

U.S. District Court
District of New Jersey [LIVE] (Newark)
CIVIL DOCKET FOR CASE #: 2:12-cv-00183-DMC-JBC
Internal Use Only

GRAYSON v. KNIGHT
Assigned to: Judge Dennis M. Cavanaugh
Referred to: Magistrate Judge James B. Clark
Cause: 28:1332 Diversity-Breach of Contract

Date Filed: 01/10/2012
Date Terminated: 12/30/2013
Jury Demand: None
Nature of Suit: 190 Contract: Other
Jurisdiction: Diversity

Plaintiff**LIZ GRAYSON**

represented by **LIZ GRAYSON**
1203 RIVER ROAD
EDGEWATER, NJ 07020
(201) 224-8501
PRO SE

V.

Defendant

PHILLIP W. KNIGHT
as Individual

Date Filed	#	Docket Text
01/10/2012	<u>1</u>	COMPLAINT against PHILLIP W. KNIGHT (Filing fee \$ 350 receipt number NEW011774.) None., filed by LIZ GRAYSON. (Attachments: # <u>1</u> Summons, # <u>2</u> Cover Letter, # <u>3</u> Civil Cover Sheet)(ld,) (Entered: 01/18/2012)
01/18/2012	<u>2</u>	SUMMONS ISSUED as to PHILLIP W. KNIGHT with answer to complaint due within 21 days. (Summons mailed to Pro Se Plaintiff in S.A.S.E.) (ld,) (Entered: 01/18/2012)
02/01/2012	<u>3</u>	AFFIDAVIT of Service for Summons & Complaint served on Phillip W. Knight on 1/20/12, filed by LIZ GRAYSON. (Attachments: # <u>1</u> Cover Letter, # <u>2</u> Env.)(dc,) (Entered: 02/03/2012)
08/06/2012	<u>4</u>	Request for Default by LIZ GRAYSON against PHILLIP W. KNIGHT. (dc,) (Entered: 08/07/2012)
08/06/2012		Clerk's ENTRY OF DEFAULT as to PHILLIP W. KNIGHT for failure to plead or otherwise defend. (dc,) (Entered: 08/07/2012)

02/04/2013	<u>5</u>	BRIEF in Support of Motion to seek Default Judgment. (drw) (Entered: 02/13/2013)
02/26/2013	<u>6</u>	APPLICATION/PETITION to enter default judgment by LIZ GRAYSON. (Attachments: # <u>1</u> Default Judgment, # <u>2</u> Certificate of Service, # <u>3</u> Certified Mail Receipt)(gmd,) (Entered: 02/27/2013)
04/11/2013	<u>7</u>	ORDER that Plaintiffs motion is dismissed without prejudice for failure to comply with L. Civ. R. 7.1(d)(l) and (4) and prong 3, 5 & 6. Signed by Judge Dennis M. Cavanaugh on 4/10/13. (gmd,) (Entered: 04/11/2013)
09/13/2013		Case Reassigned to Magistrate Judge James B. Clark. Magistrate Judge Mark Falk no longer assigned to the case. (anr) (Entered: 09/13/2013)
09/24/2013	<u>8</u>	APPLICATION/MOTION by LIZ GRAYSON. (Attachments: # <u>1</u> Entry of Default, # <u>2</u> Affidavit in Support of Motion, # <u>3</u> Certificate of Service, # <u>4</u> Default Judgment, # <u>5</u> Affidavit in Support of Default Judgment, # <u>6</u> Envelope)(gmd,) (Entered: 09/30/2013)
12/30/2013	<u>9</u>	ORDER that Plaintiff's Motion for Default Judgment is GRANTED. Signed by Judge Dennis M. Cavanaugh on 12/30/13. (gmd,) (Entered: 12/30/2013)
12/30/2013		***Civil Case Terminated. (gmd,) (Entered: 12/30/2013)
01/07/2014	<u>10</u>	DEFAULT JUDGMENT in the sum of \$353,500.00 in favor of Plaintiff LIZ GRAYSON and against Defendant PHILLIP W. KNIGHT. Signed by Judge Dennis M. Cavanaugh on 1/7/14. (gmd,) (Entered: 01/08/2014)