

1 (b) If the noncustodial parent refuses to give that consent, petition the court for
2 permission to relocate with the child;

3 2. The court may award reasonable attorney's fees and costs to the relocating parent if the
4 court finds that the noncustodial parent refused to consent to the relocation of the child
5 with the child:

6 (a) Without having reasonable grounds for such refusal; or

7 (b) For the purposes of harassing the custodial parent.

8 3. A parent who relocates with a child pursuant to this section without the written consent
9 of the noncustodial parent or the permission of the court is subject to the provisions of NRS
10 200.359.

11 This provision does not apply to vacations outside Nevada or North Carolina planned by
12 either party.

13 The parties, and each of them, are hereby placed on notice that in the event either party is
14 ordered to pay child support to the other, that, pursuant to NRS 125.007, a parent responsible for
15 paying child support is subject to NRS 31A.010 through NRS 31A.340, inclusive, and Sections 2
16 and 3 of Chapter 31A of the Nevada Revised Statutes, regarding the withholding of wages and
17 commissions for the delinquent payment of support, that these statutes and provisions require
18 that, if a parent responsible for paying child support is delinquent in paying the support of a child
19 that such person has been ordered to pay, then that person's wages or commissions shall
20 immediately be subject to wage assignment and garnishment, pursuant to the provisions of the
21 above-referenced statutes.

22 The parties acknowledge, pursuant to NRS 125B.145 , that an Order for the support of a
23 child must, upon the filing of a request for review by:

24 (a) The welfare division of the department of human resources, its designated
25 representative or the district attorney, if the welfare division or the district attorney has
26 jurisdiction in the case; or,

Electronically Filed
Jan 10 2022 10:33 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

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(b) A parent or legal guardian of the child,
be reviewed by the Court at least every 3 years pursuant to this section to determine
whether the Order should be modified or adjusted. Further, if either of the parties is subject to an
Order of child support, that party may request a review pursuant the terms of NRS 125B.145. An
Order for the support of a child may be reviewed at any time on the basis of changed
circumstances.

IT IS SO ORDERED on this _____ day of _____, 2018.

District Judge

Respectfully submitted on this _____
day of November, 2018.

Approved as to form and content on this _____
day of November, 2018.

HANRATTY LAW GROUP

**LOUIS C. SCHNEIDER,
ATTORNEY AT LAW**

By: _____
Carrie J. Primas, Esq.
Nevada Bar No. 12071
1815 Village Center Circle, Suite 140
Las Vegas, Nevada 89134
Phone: (702) 821-1379
Fax: (702) 870-1846
Email: cprimas@hanrattylawgroup.com
Attorney for Defendant, Amanda Reed

By: _____
Louis C. Schneider, Esq.
Nevada Bar No. 9683
430 South 7th Street
Las Vegas, Nevada 89101
Phone: (702) 435-2121
Fax: (702) 431-3807
Email: lcslawllc@gmail.com
Attorney for Plaintiff, Devin Reed

EXHIBIT A

DISTRICT COURT
CLARK COUNTY, NEVADA

DEVIN REED,

Plaintiff,

vs.

Case No. D-18-568055-D
Department No. F

AMANDA REED,

Defendant.

PARTIAL PARENTING AGREEMENT

Date of Hearing: August 14, 2018
Time of Hearing: 9:30 a.m.

The parents, Amanda Reed, mother, and Devin Reed, father, have met in mediation and have agreed to a Parenting Agreement regarding Abby Reed, DOB: 04/06/2013, and Shawn Reed, DOB: 07/03/2015, which addresses legal custody, holidays, and exchanges. The parents have been unable to reach an agreement with regard to the issues of the time-share provisions, vacation, and overnights at the father's residence; therefore, they need the Court to make the final determinations in these matters for them.

LEGAL CUSTODY PROVISIONS

Legal custody addresses the issues and matters including, but not limited to, the health, education, religious upbringing and welfare of the children.

The parents agree to joint legal custody of the children named above.

The parents agree to provide each other with the names, addresses and phone numbers of all medical, educational, child care and other providers of professional services for the

1 children. Should this information change, each parent agrees to provide notification in advance, or
2 as soon as possible, to the other parent.

3 Both parents are entitled to have access to medical information (both emergency and
4 routine) and school records, and to consult with any and all professionals involved with the children.
5 The parents agree that each parent shall be empowered to obtain emergency health care for the
6 children without the consent of the other parent. The parents agree to notify the other parent as soon
7 as reasonably possible of any illness requiring medical attention or any emergency involving the
8 children.
9

10 OBTAINING INFORMATION

11 The parents agree to provide each other with the address and phone number at which
12 the children reside.
13

14 The parents agree to notify each other, and the Clerk of the Court, in writing at least
15 ten (10) days prior to changing residences, phone numbers or employment.

16 The parents agree to provide each other, upon receipt, information concerning the
17 well-being of the children including, but not limited to, school information, activities involving the
18 children and all communications from health care providers.
19

20 The parents agree to advise each other of school, athletic and social events in which
21 the children participate, and both parents may participate in activities for the children.
22

23 HOLIDAYS

24 Holidays and special times shall take precedence over all other time-share
25 arrangements. The parents agree that all holidays not specifically enumerated below shall be
26 celebrated during the regular time-share arrangements.
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1 basis, with the children residing with the father in odd-numbered years and with the mother in even-
2 numbered years.

3 Halloween

4 The parents agree that Halloween shall be defined as beginning October 31 at
5 9:00 a.m. and concluding October 31 at 9:00 p.m. The parents agree that the children shall reside
6 with the mother every year for the Halloween holiday.
7

8 Thanksgiving

9 The parents agree that Thanksgiving shall be defined as beginning Thanksgiving Day
10 at 9:00 a.m. and concluding Thanksgiving Day at 9:00 p.m. Thanksgiving shall be alternated on a
11 yearly basis, with the children residing with the father in odd-numbered years and with the mother in
12 even-numbered years.
13

14 Children's Birthdays

15 The parents agree that the children's birthdays shall be defined as follows beginning
16 on the child's birthday at 9:00 a.m. and concluding on the child's birthday at 9:00 p.m.
17

18 The children's birthdays shall be alternated on a yearly basis, with the children
19 residing with the father in odd-numbered years and with the mother in even-numbered years.

20 The parents also agree that, if there is a conflict between Abby's birthday and the
21 Easter holiday, the Easter holiday shall take priority and the father shall celebrate Abby's birthday
22 on April 5.
23

24 Parents' Birthdays

25 The parents agree that their birthdays shall begin on their birthdays at 9:00 a.m. and
26 end on their birthdays at 6:00 p.m. Every year, children shall reside with each parent on their
27 respective birthday.
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CUSTODIAL EXCHANGES

The parents agree that all custodial exchanges shall occur at in the lobby of the Family Court, located at the intersection of Pecos and Bonanza.

ADDITIONAL TIME

The parents agree that any additional time with the children or changes in the time-share arrangements shall be by mutual agreement. If the parents cannot agree then the regular time-share arrangements shall be followed.

NOTICE

The parents agree that in the event any scheduled time cannot be kept, the parent unable to comply with the schedule will notify the other parent as soon as possible.

SPECIAL PROVISIONS

The parents agree that, should either parent require additional child care for a period of three hours or more while the children are in their care, the other parent shall be given the first opportunity to provide such care for the children. The parents also agree that should the other parent take advantage of the opportunity to provide child care, the other parent shall pick up and drop off the children to the requesting parent's residence.

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MODIFYING THE PARENTING AGREEMENT

If parenting issues arise, the parties agree to re-mediate or seek court orders to resolve the issues.

Devin Reed
Father

Amanda Reed
Mother

DATE _____

DATE _____

Louis C. Schneider
Attorney for Plaintiff

Harvey Gruber
Attorney for Defendant

DATE _____

DATE _____

ORDER

Based upon the agreement of the parties and good cause being shown, IT IS HEREBY ORDERED that the terms and conditions of the above Parenting Agreement are adopted.

DATED this _____ day of _____, 2018.

District Court Judge

KC Collis

From: Carrie Primas
Sent: Tuesday, November 20, 2018 2:01 PM
To: lsclawllc@gmail.com; lsclawllc@yahoo.com
Cc: KC Collis
Subject: Reed v. Reed, D-18-568055-D
Attachments: doc08720020181120135722.pdf

Louis,

Please see attached correspondence of today's date.

Thank you,

Carrie Primas, Esq.
Hanratty Law Group
1815 Village Center Circle, Suite 140
Las Vegas, Nevada 89134
(702) 821-1379

NOTE: The information in this communication and any attached documents contain information from the above corporation/law firm that may be confidential and/or privileged. If you are not the intended recipient, or an agent responsible for delivering it to the intended recipient, you may not read, copy, distribute or use this information. If you have received this transmission in error, please notify the sender immediately by reply email and then delete all electronic copies and destroy any hard copies.

In accordance with Internal Revenue Service Circular 230, we advise you that if this e-mail contains any tax advice, such tax advice was not intended or written to be used and it cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer.

EXHIBIT “D”

EXHIBIT “D”

EXHIBIT “D”

Carrie Primas

From: Carrie Primas
Sent: Wednesday, December 05, 2018 4:21 PM
To: lclawllc@yahoo.com; lclawllc@gmail.com
Cc: KC Collis
Subject: FW: Reed
Attachments: Image-1.jpg

Thank you,

Carrie Primas, Esq.
Hanratty Law Group
1815 Village Center Circle, Suite 140
Las Vegas, Nevada 89134
(702) 821-1379

NOTE: The information in this communication and any attached documents contain information from the above corporation/law firm that may be confidential and/or privileged. If you are not the intended recipient, or an agent responsible for delivering it to the intended recipient, you may not read, copy, distribute or use this information. If you have received this transmission in error, please notify the sender immediately by reply email and then delete all electronic copies and destroy any hard copies.

In accordance with Internal Revenue Service Circular 230, we advise you that if this e-mail contains any tax advice, such tax advice was not intended or written to be used and it cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer.

From: Carrie Primas
Sent: Wednesday, December 05, 2018 4:19 PM
To: 'lclawllc@yahoo.com' <lclawllc@yahoo.com>
Cc: KC Collis <kcollis@hanrattylawgroup.com>
Subject: Reed

Michelle,

As a follow up to our phone call today, please address the following with Louis:

1. Whether Mr. Reed will agree to Amanda getting an appraisal on the house and the parties splitting the cost. I will provide her the name of an appraiser if that is acceptable.
2. Mr. Reed's failure to place himself on the Out of Work List with the Union and the potential for the parties' losing the children's insurance and subsequently Abby's therapist.
3. Mr. Reed's threat to cancel my client's car insurance. He also states "I don't care what you do with my phone line." If he does not intend to keep using that phone, he needs to return it to her as she is still paying a monthly fee for the lease on the phone. The message where he made these threats is attached here.

There are other items in my November 20, 2018, letter, that also require response but are not as time-sensitive. Please let me know when I can expect a response to those.

Thank you,

Carrie Primas, Esq.
Hanratty Law Group
1815 Village Center Circle, Suite 140
Las Vegas, Nevada 89134
(702) 821-1379

NOTE: The information in this communication and any attached documents contain information from the above corporation/law firm that may be confidential and/or privileged. If you are not the intended recipient, or an agent responsible for delivering it to the intended recipient, you may not read, copy, distribute or use this information. If you have received this transmission in error, please notify the sender immediately by reply email and then delete all electronic copies and destroy any hard copies.

In accordance with Internal Revenue Service Circular 230, we advise you that if this e-mail contains any tax advice, such tax advice was not intended or written to be used and it cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

December 14, 2018

D-18-568055-D Devin Bryson Reed, Plaintiff
vs.
Amanda Raelene Reed, Defendant.

December 14, 2018 10:00 AM Minute Order

HEARD BY: Gentile, Denise L**COURTROOM:** Chambers**COURT CLERK:** Melissa McCulloch**PARTIES:**

Abby Reed, Subject Minor, not present	Harvey Gruber, Attorney, not present
Amanda Reed, Defendant, Counter Claimant, not present	Carrie Primas, Attorney, not present
Devin Reed, Plaintiff, Counter Defendant, not present	Louis Schneider, Attorney, not present
Shawn Reed, Subject Minor, not present	

JOURNAL ENTRIES

- NRCP 1 and EDCR 1.10 state the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action. Pursuant to EDCR 2.23(c), the Court may consider a motion on its merits at any time with or without oral argument.

COURT FINDS a Case Management Conference for this case is scheduled on December 18, 2018 at 11:00 a.m. COURT FINDS Defendant filed a Motion to Enforce; for an Order to Show Cause Why Plaintiff should not be Held in Contempt of Court; for Clarification; and for Attorney s Fees and Costs on December 12, 2018. COURT FINDS Defendant's Motion is scheduled to be heard on January 22, 2019 at 9:00 a.m.

In the interest of judicial economy, the COURT ORDERS the Case Management Conference, currently scheduled on December 18, 2018, shall be CONTINUED and heard together with Defendant's Motion

PRINT DATE:	12/14/2018	Page 1 of 2	Minutes Date:	December 14, 2018
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

APPX0196

on January 22, 2018 at 9:00 a.m.

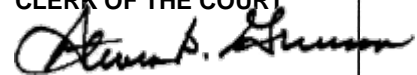
CLERK S NOTE: On 12/14/18 a copy of the Court's Minute Order was placed in each Attorney's folder located in the Clerk's Office. (mm)

FUTURE HEARINGS: January 22, 2019 9:00 AM Motion
 Gentile, Denise L
 Courtroom 03
 Slayton, Andrea

PRINT DATE:	12/14/2018	Page 2 of 2	Minutes Date:	December 14, 2018
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

APPX0197



CSERV
HANRATTY LAW GROUP
Carrie J. Primas, Esq.
State Bar of Nevada No. 12071
1815 Village Center Circle, Suite 140
Las Vegas, Nevada 89134
PH: (702) 821-1379
FAX: (702) 870-1846
EMAIL: attorneys@hanrattylawgroup.com
Attorneys for Defendant, Amanda Reed

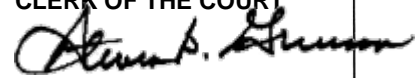
DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

DEVIN REED,)	Case No: D-18-568055-D
)	Dept No: F
Plaintiff,)	
)	
v.)	CERTIFICATE OF SERVICE
)	
AMANDA REED,)	
)	
Defendant.)	
)	
)	

I hereby certify that I am an employee of Hanratty Law Group, and on the 17th day of December, 2018, I placed a true and correct copy of the *Notice of Motion and Motion to Enforce, for an Order to Show Cause Why Plaintiff Should Not Be Held in Contempt of Court; for Clarification; and for Attorney Fees and Costs* in the United States Mail at Las Vegas, Nevada, with postage prepaid, and addressed as follows:

Louis C. Schneider, Esq.
430 South 7th Street
Las Vegas, Nevada 89101
Attorney for Plaintiff

By: Kari Colli
Employee of Hanratty Law Group



SUPP
HANRATTY LAW GROUP
Carrie J. Primas, Esq.
State Bar of Nevada No. 12071
1815 Village Center Circle, Suite 140
Las Vegas, Nevada 89134
PH: (702) 821-1379
FAX: (702) 870-1846
EMAIL: attorneys@hanrattylawgroup.com
Attorneys for Defendant, Amanda Reed

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

DEVIN REED,

Plaintiff,

v.

AMANDA REED,

Defendant.

Case No: D-18-568055-D
Dept No: F

**SUPPLEMENT TO DEFENDANT'S
MOTION TO ENFORCE; FOR AN
ORDER TO SHOW CAUSE WHY
PLAINTIFF SHOULD NOT BE
HELD IN CONTEMPT OF
COURT; FOR CLARIFICATION;
AND FOR ATTORNEY FEES AND
COSTS**

COMES NOW Defendant, Amanda Reed, by and through her attorney,
Carrie J. Primas, Esq., of Hanratty Law Group and as a supplement to Defendant's
Motion to Enforce, for an Order to Show Cause Why Plaintiff Should Not Be Held
in Contempt of Court; for Clarification; and for Attorney Fees and Costs, filed on
December 12, 2018, Defendant hereby submits this supplement as follows:

A. Mutual Behavior Order

Devin continues to violate the Mutual Behavior Order with his harassing,
disparaging messages sent to Amanda via Our Family Wizard. The following is a

1 sample of Devin's communication since the time Amanda filed her Motion:

- 2 1. On December 14, 2108, at 12:50 p.m., in response to a message from
3 Amanda about drop off times, Devin said "f*ck you" numerous times in
4 the same message." Further, no part of the message was regarding the
5 children; the entire message was Devin alleging that Amanda got him
6 fired and Devin telling Amanda that she will pay him child support¹.
7
- 8 2. On December 14, 2018, at 12:59 p.m., in response to the same message,
9 Devin stated, "Have a sh*tty day b*tch²."
10
- 11 3. On December 14, 2108, at 1:49 p.m., in response to a message from
12 Amanda about returning the children in the same clothes she receives
13 them in, Devin called Amanda "childish and immature" and stated, clearly
14 meaning to be threatening, "Judge seen through your bullsh*t and does
15 not like you. Its [sic] a beautiful thing³."
16
- 17 4. On December 14, 2108, at 1:49 p.m., in response to a message from
18 Amanda about returning the children in the same clothes she receives
19 them in, Devin sent yet another message entirely about him losing his job
20 and demanding that Amanda "pay [him]." In this same message he stated
21 that Amanda is "guilty as f*ck" and told her that Karma "smacked your
22 a** silly⁴." There is no mention of the children.
23
24
25

26 ¹ The message is attached as **Exhibit "A"** and are hereby fully incorporated herein by reference.

27 ² The message is attached as **Exhibit "B"** and are hereby fully incorporated herein by reference.

28 ³ The message is attached as **Exhibit "C"** and are hereby fully incorporated herein by reference.

⁴ The message is attached as **Exhibit "D"** and are hereby fully incorporated herein by reference.

1 5. On December 17, 2018, Devin stated in an Our Family Wizard message,
2 "I don't give a f*ck about your day⁵."

3
4 6. The minor children wanted to buy a dog bed as a Christmas gift for
5 Devin's dog, Cheeba. When Amanda picked up the children at the
6 conclusion of Devin's Christmas visitation, the dog bed was sitting in the
7 street in front of the babysitter's house. The children informed Amanda
8 that Devin did not want the dog bed because it was paid for by Amanda.
9

10 B. August 14, 2018, Order

11 At the hearing held on August 14, 2018, the parties stipulated that Devin's
12 minor child, Jacob, would have no overnights during Devin's parental timeshare
13 with Abby and Shawn. This order remains in place. However, the minor children
14 have reported on multiple occasions that Jacob has spent the night at Devin's home
15 during his custodial time.
16

17
18 C. October 16, 2018, Order

19 Pursuant to the October 16, 2018, order, Devin is required to maintain the car
20 insurance for both parties' vehicles. On or about December 4, 2018, Devin sent
21 Amanda a message via Our Family Wizard stating, "I am canceling your expedition
22 insurance so get your own⁶." Amanda contacted State Farm, who holds the policy,
23 and notified them that any changes needed to be approved by both parties. On
24 January 2, 2019, Amanda received a call from State Farm informing her that Devin
25
26

27
28 ⁵ The message is attached as **Exhibit "E"** and are hereby fully incorporated herein by reference.

⁶ The message is attached as **Exhibit "F"** and are hereby fully incorporated herein by reference.

1 had called and requested that the two (2) vehicle policies be separated. Amanda did
2 not approve this change.

3
4 In addition to attempting to cancel the insurance, Devin is ignoring phone
5 calls from the insurance company related to an accident he was in on December 21,
6 2018. On that date, Devin backed into another car, damaging that car and possibly
7 the parties' truck. He exchanged insurance information with the other driver and a
8 claim was opened with State Farm, but Devin has refused to return phone calls from
9 State Farm or cooperate in their investigation. State Farm called Amanda on
10 December 22, 2018, and December 24, 2018, trying to reach Devin. Amanda
11 called State Farm on January 8, 2019, and was informed that Devin still had not
12 returned their calls.

13
14
15 This Court needs to admonish Devin that he is obligated to comply with the
16 Order from the October 16, 2018, hearing and this Court must order that he
17 cooperate with State Farm related to the accident he caused on December 21, 2018.

18
19 D. Abby's Therapy/Joint Legal Custody

20
21 On July 27, 2018, when the parties were at the Family Mediation Center,
22 Devin signed a consent for the minor child Abby to attend therapy with Lisa B.
23 Shaffer, Psy.D. This therapist was chosen as she is the only therapist on either of
24 the party's insurance who takes children under the age of five (5). Abby was
25 placed on a waiting list, and on August 28, 2018, Dr. Shaffer indicated that she
26 could start services, and asked if Tuesdays at 5:45 p.m. would work. That same
27
28

1 day, Amanda asked Devin via Our family Wizard whether he would be able to take
2 Abby on the weeks he has her if her therapy was on Tuesday at 5:45; Devin never
3 answered her question⁷. As a result, Amanda scheduled the therapy for Mondays at
4 7:15 p.m. to ensure that Abby could go consistently.
5

6 On Monday, December 31, 2018, Devin had the minor children pursuant to
7 the parties' holiday schedule. Pursuant to an Our Family Wizard message on
8 December 25, 2018, Devin confirmed that he would take Abby to the session,
9 which was at 2:00 p.m. that day⁸. At approximately 4:00 p.m. on December 31,
10 2018, Amanda received a text message from Dr. Shaffer telling her that Devin
11 withdrew his consent to Abby to continue attending therapy, and that Dr. Shaffer
12 could no longer see her without a court order. Dr. Shaffer's message also stated
13 that Devin wanted to talk to Amanda about it. To date, Devin has not mentioned
14 Abby's therapy of his withdrawal of consent to Amanda.
15
16
17

18 Since she began attending therapy in September, 2018, Abby has become
19 calmer and better equipped to handle stressful situations, and has learned tools to
20 help deal with the conflict between the parties. Devin's unilateral withdrawal of his
21 consent for Abby to continue participating in therapy is not only contrary to Abby's
22 best interest, but also a violation of joint legal custody, as the parties had previously
23 agreed to her participation and Amanda did not agree, nor is there a court order, for
24
25
26

27 ⁷ The message is attached as **Exhibit "G"** and are hereby fully incorporated herein by reference.

28 ⁸ The message is attached as **Exhibit "H"** and are hereby fully incorporated herein by reference.

1 her to stop. Amanda respectfully requests an order that Abby continue attending
2 weekly therapy with Dr. Lisa Shaffer.

3
4 E. CPS Investigation

5 On or about December 6, 2018, after returning from Devin's home, Abby
6 commented to Amanda that she was glad that Shawn woke up with them today
7 because he got to go to school with her. Amanda asked her why it mattered, as
8 Amanda was under the impression that Devin's roommate watched Shawn while
9 Devin took Abby to school. Abby informed Amanda that Devin and the children
10 sleep in a motorhome in the backyard of the house, and that when Devin takes
11 Abby to school in the morning, he leaves Shawn alone in the motorhome, sleeping.
12 Abby then told Amanda that one day during Devin's most recent custodial time,
13 Devin told Abby that he came home from dropping Abby off at school and Shawn
14 was in the yard crying because he couldn't find Devin, and he couldn't get into the
15 house.
16

17 On December 20, 2018, Abby told Amanda that somebody came to talk to
18 her at school. The next day, Amanda found a card from CPS on the door of her
19 home. She called the number on the card, and a CPS investigator came to her home
20 on or about January 3, 2018, to interview her. The investigator returned to
21 Amanda's home later that day to speak to Shawn. Amanda respectfully requests
22

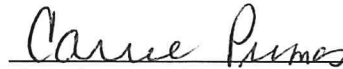
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1 that this Court order a copy of the unredacted CPS records to determine the status
2 of the investigation and whether the children are in danger in Devin's care.

3
4 DATED this 11th of January, 2019.

5 **HANRATTY LAW GROUP**

6
7 

8 Carrie J. Primas, Esq.

9 Nevada Bar Number: 12071

10 1815 Village Center Circle, Suite 140

11 Las Vegas, Nevada 89134

12 Phone: (702) 821-1379

13 Fax: (702) 870-1846

14 Email: attorneys@hanrattylawgroup.com

15 Attorneys for Defendant, Amanda Reed
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Louis C. Schneider, Esq.
430 South 7th Street
Las Vegas, Nevada 89101
Attorney for Plaintiff

By: Kari Colli
Employee of Hanratty Law Group

EXHIBIT “A”

EXHIBIT “A”

EXHIBIT “A”



View Message

From: Devin Reed

To: Amanda Reed

(First View: Now)

RE: Shawn before 11am

(Sent: 12/14/2018 12:50 PM)

What do you mean you willingly unemployed? Do you want to go there? We CAN BRING IT UP IN COURT NEXT WEEK !!! We can see how willingly unemployed i am . I have PROOF of you contacting Raymond. Several times . You getting mad at them when you tried to do it all anonymous: fuck you

So lets go !!!you will pay me child support. Fuck You. Pay me my house money. Shut up about this dumb shit lets get divorced pay me.

On 12/14/2018 10:11 AM Amanda Reed wrote:

Good Morning Devin.

You have never dropped Shawn off at 8am on my custodial days. You have always dropped him off between 8:40 and 11. The same goes as far as you picking him up. I check with La everyday and you have never picked him up at 8am.



EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”



View Message

From: Devin Reed

To: Amanda Reed
(First View: Now)

RE: Shawn before 11am

(Sent: 12/14/2018 12:59 PM)

Also you would rather shawn be at the be babysitters all day than to be w me ??? I will want first right of refusal next week at court hearing. Lets big deal it . We can address that and bring up my employment situation you getting me fired. if you want to . You want to be difficult? Lets put Abby in her zoned school also shawn WILL NOT be going to your school work like abby is this will be her last year at kitty ward . She will be going to her regular zoned school either near me or you can put her in the ghetto one by my old house . Have a shitty day bitch.

On 12/14/2018 10:11 AM Amanda Reed wrote:

Good Morning Devin.

You have never dropped Shawn off at 8am on my custodial days. You have always dropped him off between 8:40 and 11. The same goes as far as you picking him up. I check with La everyday and you have never picked him up at 8am.



EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”



View Message

From: Devin Reed

To: Amanda Reed
(First View: Now)

RE: Shawn before 11am

(Sent: 12/14/2018 01:38 PM)

You are such a liar ?? I have never dressed them w no underwear? Wtf ? I have never done any of those things. YOU have sent Shawn with only pajamas several times i send him back w clothes. You are petty childish and immature. It is your fault that we are unfriendly completely %100 i have been begging to get along but you went for my throat in court and EVERYTHING was squashed. Judge seen through your bullshit and does not like you. Its a beautiful thing .

On 12/14/2018 01:25 PM Amanda Reed wrote:

Due to past experiences and them being returned with no underwear/socks/shoes/hair ties/ and them being sent in pajamas with no day clothes, and you not wanting to dress them for weather or buy clothes for school activities, i can not afford to clothe them at both houses. You have also thrown clothes away I sent them in because you wanted your specific clothes back. To prevent any more conflict, I send them back in what you drop them off in.



EXHIBIT “D”

EXHIBIT “D”

EXHIBIT “D”



View Message

From: Devin Reed

To: Amanda Reed
(First View: Now)

RE: Shawn before 11am

(Sent: 12/14/2018 01:49 PM)

And why won't you ever reply once about getting me fired about how i am willingly unemployed. You got a good dude fired as well . You never responding to it proves you are guilty as fuck . Karma is such a beautiful thing and she smacked your ass silly. You shot yourself in the foot so many times its funny. How do you love the green grass now your life now all gross and plastic . Didn't work out at all how u planned?? pay me

On 12/14/2018 01:25 PM Amanda Reed wrote:

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EXHIBIT “E”

EXHIBIT “E”

EXHIBIT “E”