

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2
3 ROBERT WILLIAM REYNOLDS,

4 Appellant,

5 vs.

6 SUSAN VICTORIA REYNOLDS,

7 Respondent.

No.: 83473

APPELLANT'S APPENDIX
Volume 1

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Feb 22 2022 03:24 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

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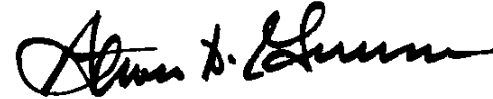
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CLERK OF THE COURT

1 **COMD**
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2 Nevada State Bar Number: 8564
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3 6252 South Rainbow Blvd., Suite 100
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4 Tel: (702) 222-4021
Fax: (702) 248-9750
5 Email: vmayo@theabramslawfirm.com
Attorney for Plaintiff

Eighth Judicial District Court
Family Division
Clark County, Nevada

8 SUSAN VICTORIA REYNOLDS,

9 Plaintiff,

10 vs.

11 ROBERT WILLIAM REYNOLDS,

12 Defendant.

Case No.: D- 11 - 448466 - D

Department: H

13 **COMPLAINT FOR DIVORCE; FOR PARTITION OF ASSETS ACCUMULATED PRIOR**
14 **TO MARRIAGE BASED UPON A COHABITATION / MERETRICIOUS**
15 **RELATIONSHIP AND RELATED CLAIMS**

16 NOW INTO COURT comes Plaintiff, SUSAN VICTORIA REYNOLDS, by and
17 through her attorney, VINCENT MAYO, ESQ., of THE ABRAMS LAW FIRM, LLC, and
18 for her causes of action against Defendant, ROBERT WILLIAM REYNOLDS, complains
19 and alleges as follows:

20 **FIRST CAUSE OF ACTION**

21 **DIVORCE**

22 1. For more than six (6) weeks immediately preceding the commencement of
23 this action, Plaintiff has been and now is a bona fide and actual resident and domiciliary
24 of the State of Nevada, County of Clark.

///

1 2. Plaintiff and Defendant were married on September 9, 2009 in Las Vegas,
2 Nevada and ever since have been and now are husband and wife.

3 3. There are no minor children of the marriage, there are no adopted children
4 of the parties, and to the best of Plaintiff's knowledge she is not currently pregnant.

5 4. Defendant should obtain and maintain medical, dental and optical
6 insurance for the Plaintiff *pendente lite*.

7 5. There are community assets of the parties hereto, the exact amounts and
8 descriptions of which are unknown to Plaintiff at this time. Plaintiff prays leave of this
9 Court to amend this Complaint to insert the same when they have become known to
10 Plaintiff or at the time of trial.

11 6. There are community debts of the parties hereto, the exact amounts and
12 descriptions of which are unknown to Plaintiff at this time. Plaintiff prays leave of this
13 Court to amend this Complaint to insert the same when they have become known to
14 Plaintiff or at the time of trial.

15 7. Plaintiff requests that this Court confirm to Plaintiff her sole and separate
16 property, the exact amounts and descriptions of which are unknown to Plaintiff at this
17 time. Plaintiff prays leave of this Court to amend this Complaint to insert the same
18 when they have become known to Plaintiff or at the time of trial.

19 8. There were assets of the parties accumulated prior to marriage during the
20 parties' cohabitation which they contracted to owned equally and which they
21 subsequently brought into the marriage as community property. Plaintiff requests these
22 assets be equitably divided between the parties pursuant to the principle set forth in
23 Carr-Bricken v. First Interstate Bank, 105 Nev. 570, 779 P.2d 967 (1989).

24 9. Plaintiff requests that this Court confirm to Defendant his sole and

1 separate debt, the exact amounts and descriptions of which are unknown to Plaintiff at
2 this time. Plaintiff prays leave of this Court to amend this Complaint to insert the same
3 when they have become known to Plaintiff or at the time of trial.

4 10. During the course of the marriage, Defendant's personal conduct has
5 resulted in the waste, erosion, dissipation, depletion, loss, and/or destruction of marital
6 assets. Among other relief, Plaintiff, in accordance with equity and justice, should be
7 awarded a greater share of the marital estate based upon Defendant's conduct which
8 has caused the waste of marital property and the loss of financial opportunities.

9 11. Given the respective financial conditions of the parties, in addition to other
10 factors, Defendant should be required to pay Plaintiff spousal support.

11 12. Plaintiff requests that this Court jointly restrain the parties herein in
12 accordance with the terms of the Joint Preliminary Injunction issued herewith.

13 13. Plaintiff has been required to retain the services of The Abrams Law Firm,
14 LLC to prosecute this action and is therefore entitled to reasonable attorney's fees and
15 costs of suit.

16 14. Should either party unnecessarily or unreasonably cause an increase in
17 the cost of litigation, the party causing such an increase should pay one hundred
18 percent (100%) of the increase in attorney fees for both sides.

19 15. Plaintiff shall restore her maiden name of SUSAN VICTORIA HAYDEN.

20 16. During the course of said marriage, the tastes, mental disposition, views,
21 likes and dislikes of Plaintiff and Defendant have become so widely divergent that the
22 parties have become incompatible in marriage to such an extent that it is impossible for
23 them to live together as husband and wife; that the incompatibility between the Plaintiff
24 and Defendant is so great that there is no possibility of reconciliation.

1 10. The parties jointly provided for their monthly debts while cohabitating
2 together.

3 11. The parties bought property together during their cohabitation.

4 12. Defendant listed Plaintiff as a dependent on his tax returns during the
5 parties' cohabitation.

6 13. The parties pooled their financial resources and direct labor in a concerted
7 effort to acquire assets to be owned by them as if community property.

8 14. During the parties' cohabitation, Plaintiff performed household duties and
9 provided comfort and companionship to Defendant, including, but not limited to,
10 cooking, cleaning, laundering, payment of bills, maintenance, etc.

11 15. During the parties' cohabitation, business ventures were started.

12 16. Plaintiff's contributions to the community, including her financial
13 contributions and her labor in the home, allowed Defendant the freedom to develop
14 business ventures, his personal business expertise and work experience which have
15 resulted in economic gain.

16 17. Defendant represented to Plaintiff during their cohabitation / meretricious
17 relationship that he would financially support Plaintiff into the future and planned for the
18 parties to marry.

19 18. The parties eventually turned their cohabitation / meretricious relationship
20 into a marriage, thereby evidencing their prior intent to pool and own assets as
21 community property.

22 19. No premarital agreement was entered into by the parties prior to their
23 marriage.

24 ///

1 20. After the parties' separated, they commenced equally dividing assets
2 acquired prior to marriage.

3 21. The parties expressly agreed to acquire and hold property as if it was
4 community property during their cohabitation/meretricious relationship.

5 22. To whatsoever degree, proof is lacking of explicit agreement to acquire
6 and hold property as if it was community property, the parties' actions throughout the
7 past five (5) years provides a basis for the finding of an implied agreement prior to
8 marriage to acquire and hold property as if it was community property.

9 23. Pursuant to Nevada law, the community property laws apply to the parties
10 by analogy, and there is property accumulated during the parties' cohabitation /
11 meretricious relationship to be equitably divided.

12 WHEREFORE, Plaintiff, SUSAN VICTORIA REYNOLDS, prays for judgment
13 against Defendant, ROBERT WILLIAM REYNOLDS, as follows:

14 1. That the contract of marriage now and therefore existing between Plaintiff
15 and Defendant be dissolved and that Plaintiff be granted an absolute
16 Decree of Divorce and that each of the parties hereto be restored to the
17 status of a single, unmarried person;

18 2. That the Court grant the relief requested in this Complaint for Divorce;

19 3. That the Court grant the relief requested in this Partition of Assets
20 Accumulated Prior to Marriage Based Upon Cohabitation / Meretricious
21 Relationship; and

22 ///

23 ///

24 ///

1 4. For such other relief as the Court finds just and equitable in the premises.
2 Dated Friday, June 24, 2011.

3 Respectfully Submitted,

4 The Abrams Law Firm, LLC

5
6 _____
7 Vincent Mayo, Esq.
8 Nevada State Bar Number: 8564
9 6252 South Rainbow Blvd., Suite 100
10 Las Vegas, Nevada 89118
11 Tel: (702) 222-4021
12 Attorney for Plaintiff
13
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22
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24

1 VERIFICATION

2 STATE OF NEVADA

3 COUNTY OF CLARK

} ss:

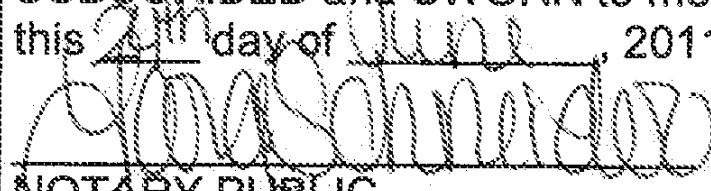
4 SUSAN VICTORIA REYNOLDS, under penalties of perjury, being first duly
5 sworn, deposes and says:

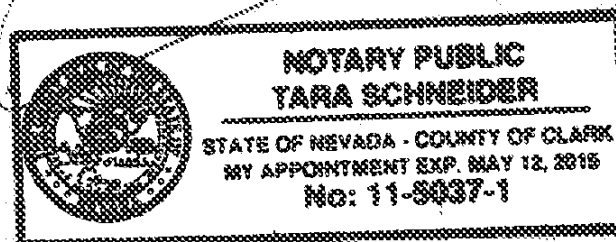
6 That she is the Plaintiff in the above entitled action; that she has read the
7 foregoing **COMPLAINT FOR DIVORCE; FOR PARTITION OF ASSETS**
8 **ACCUMULATED PRIOR TO MARRIAGE BASED UPON A COHABITATION /**
9 **MERETRICIOUS RELATIONSHIP AND RELATED CLAIMS** and knows the contents
10 thereof; that the same is true of her own knowledge, except for those matter therein
11 contained stated upon information and belief, and as to those matters, she believes
12 them to be true.

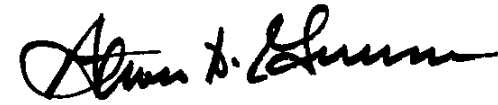
13 Dated Friday, June 24, 2011.

14 
SUSAN VICTORIA REYNOLDS

15 SUBSCRIBED and SWORN to me
16 this 24th day of June, 2011.

17 
NOTARY PUBLIC





CLERK OF THE COURT

1 **ACSR**
2 Vincent Mayo, Esq.
3 Nevada State Bar Number: 8564
4 The Abrams Law Firm, LLC
5 6252 South Rainbow Blvd., Suite 100
6 Las Vegas, Nevada 89118
7 Tel: (702) 222-4021
8 Fax: (702) 248-9750
9 Email: vmayo@theabramslawfirm.com
10 Attorney for Plaintiff

Eighth Judicial District Court
Family Division
Clark County, Nevada


8	SUSAN VICTORIA REYNOLDS,)	Case No.: D-11-448466-D
9	Plaintiff,)	Department: H
10	vs.)	
11	ROBERT WILLIAM REYNOLDS,)	
12	Defendant.)	

13 **ACCEPTANCE OF SERVICE OF SUMMONS, COMPLAINT FOR DIVORCE AND**
14 **JOINT PRELIMINARY INJUNCTION**

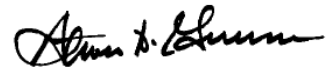
15 I, MICHAEL P. CARMAN, ESQ., attorney for Defendant, ROBERT WILLIAM
16 REYNOLDS, hereby accept service of the Summons, Complaint for Divorce and
17 Joint Preliminary Injunction on behalf of Defendant, filed in the above-referenced
18 matter.

19 DATED this 9th day of August, 2011.

KUNIN & CARMAN



21 Michael P. Carman, Esq.
22 Nevada State Bar Number: 7639
23 3551 E. Bonanza Road
24 Suite 110
Las Vegas, Nevada 89110
Tel: (702) 438-8060
Fax: (702) 438-8077
Attorney for Defendant



CLERK OF THE COURT

1 **ACC**

2 KUNIN & CARMAN

3 Israel "Ishi" Kunin, Esq.

4 Nevada Bar No. 000286

5 Michael P. Carman, Esq.

6 Nevada Bar No. 007639

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8 Las Vegas, Nevada 89110

9 Telephone Number: (702) 438-8060

10 Fax Number: (702) 438-8077

11 Email Address: info@kunincarman.com

12 Attorneys for Defendant/Counterclaimant

13 Robert William Reynolds

14 **DISTRICT COURT**

15 **FAMILY DIVISION**

16 **CLARK COUNTY, NEVADA**

17 SUSAN VICTORIA REYNOLDS,)

18 Plaintiff/Counterdefendant,)

19 vs.)

20 ROBOT WILLIAM REYNOLDS,)

21 Defendant/Counterclaimant.)

CASE NO.: D-11-448466-D

DEPT. NO.: H

22 **ANSWER AND COUNTERCLAIM**

23 COMES NOW Defendant/Counterclaimant, Robert William Reynolds ("Robert"),
24 by and through his attorneys of record, Israel "Ishi" Kunin, Esq., and Michael P.
25 Carman, Esq. of KUNIN & CARMAN, and hereby answers Plaintiff/Counterdefendant's,
Susan Victoria Reynolds ("Susan"), Complaint For Divorce; for Partition of Assets
Accumulated Prior to Marriage Based Upon a Cohabitation / Meretricious Relationship
and Related Claims ("Complaint") as follows:

///

FIRST CAUSE OF ACTION

DIVORCE

1. Answering paragraphs 1, 2, 3, 12, 14, and 16 of the First Cause of Action in Susan's Complaint, Robert admits each and every allegation contained therein.

2. Answering paragraphs 8, 10, 11, and 13 of the First Cause of Action in Susan's Complaint, Robert denies each and every allegation contained therein.

3. Answering paragraph 4 of the First Cause of Action in Susan's Complaint, to the extent that all insurance coverages in place should remain in place until the time of Divorce, Robert admits the same. To the extent that Susan may be requesting additional coverage, however, Robert denies the same.

4. Answering paragraph 5 of the First Cause of Action in Susan's Complaint, Robert admits there are community assets acquired during the marriage. To the extent that Susan's complaint may be construed as asserting additional allegations, Robert hereby denies the same.

5. Answering paragraph 6 of the First Cause of Action in Susan's Complaint, Robert admits there are community debts acquired during the marriage. To the extent that Susan's complaint may be construed as asserting additional allegations, Robert hereby denies the same.

6. Answering paragraph 7 of the First Cause of Action in Susan's Complaint, Robert admits that sole and separate property of the Plaintiff should be confirmed. To the extent that Susan's complaint may be construed as asserting additional allegations, Robert hereby denies the same.

7. Answering paragraph 9 of the First Cause of Action in Susan's Complaint, Robert admits that sole and separate property of the Defendant should be confirmed.

1 To the extent that Susan's complaint may be construed as asserting additional
2 allegations, Robert hereby denies the same.

3 8. Answering paragraph 15 of the First Cause of Action in Susan's
4 Complaint, Robert affirmatively states that there is no basis to either affirm or deny
5 such allegations. To the extent that Susan's complaint may be construed as asserting
6 any allegations to be admitted or denied, Robert hereby denies the same.

7 WHEREFORE, Robert prays that Susan take nothing by virtue of her Complaint
8 for Divorce on file herein.

9
10 **SECOND CAUSE OF ACTION**

11 **PARTITION OF ASSETS ACCUMULATED PRIOR TO MARRIAGE BASED UPON A
COHABITATION / MERETRICKIOUS RELATIONSHIP**

12 1. Robert incorporates and reaffirms his answers to all preceding
13 paragraphs as if fully stated herein.

14 2. Answering paragraphs 3, 4, 6, 12, 14, 15, and 19 of the Second Cause of
15 Action in Susan's Complaint, Robert admits each and every allegation contained
16 therein.

17 3. Answering paragraphs 2, 5, 7, 8, 9, 10, 11, 13, 16, 17, 18, 21, 22, and 23
18 of the Second Cause of Action in Susan's Complaint, Robert denies each and every
19 allegation contained therein.

20 4. Answering paragraph 20 of the Second Cause of Action in Susan's
21 Complaint, Robert admits that the parties' divided their separate property owned prior
22 marriage, but denies the stated allegations to the extent that they imply that the parties
23 may have jointly acquired property prior to their marriage.

1 WHEREFORE, Robert prays that Susan take nothing by virtue of her Complaint
2 for Divorce on file herein.

3 **AFFIRMATIVE DEFENSES**

4 1. Susan's Complaint has failed to state a claim upon which relief can be
5 granted.

6 2. To the extent that Susan has alleged the existence of any oral contract,
7 she has failed to seek redress from the Court in a timely manner pursuant to Nevada's
8 Statute of Limitations.

9 3. Based upon the monies taken by Susan at the onset of this case doctrine
10 of Waiver and Estoppel prevents her from seeking further recovery.

11 4. Based upon Susan's conduct, the Doctrine of Unclean Hands prevents
12 her from seeking recovery.

13 5. As Susan has already taken substantial monies from the parties'
14 accounts, Accord and Satisfaction prevents her from seeking further recovery.

15 6. To the extent that Susan has alleged the existence of an oral contract,
16 Susan has failed to seek redress from the Court in a timely manner and her claims are
17 further barred by the doctrine of Laches.

18 7. Based upon the substantial monies removed by Susan from the parties'
19 account, the doctrine of Unjust Enrichment prevents her from seeking further recovery.

20 8. Susan's claims are barred due to the Lack of Privity between the parties.

21 9. To the extent that Susan has alleged the existence of an oral contract
22 prior to the parties' marriage, her claims are barred due to the fact that any such
23 contract is void as a matter of public policy.

10. Any alleged contract or agreement prior to the parties' marriage claimed by Susan is void and unenforceable due to lack of consideration.

11. Any alleged contract or agreement prior to the parties' marriage claimed by Susan is void and unenforceable due to the Statute of Frauds.

12. Any alleged contract or agreement prior to the parties' marriage claimed by Susan is void and unenforceable due to lack of consideration due to the vagueness or absence of one or more material terms.

13. Any alleged contract or agreement prior to the parties' marriage claimed by Susan is void and unenforceable due to her own breach.

COUNTERCLAIM

I.

Robert is now, and for the past six weeks immediately preceding the commencement of this action has been, an actual, bona fide resident of the County of Clark, State of Nevada, actually and physically present and residing therein during all of said time period.

II.

Robert and Susan were married on the 9th day of September, 2009, in Las Vegas, Nevada, and ever since have been and now are husband and wife.

III.

There are no minor children born the issue of this marriage, there are no adopted children of the parties, and to the best of Robert's knowledge, Susan is not now pregnant.

IV.

There is community property of the parties to be adjudicated by the court.

V.

There are community debts of the parties to be adjudicated by the court.

VI.

Each party should bear their own attorney's fees and costs incurred in defending this action.

VII.

Each party should provide for their own medical, dental and optical insurance coverage upon termination of this marriage.

VIII.

There is no basis for an award of spousal support to either party.

IX.

The parties are incompatible in marriage.

WHEREFORE, Robert prays for judgment as follows:

1. That the court make an equal division of the community assets;
2. That the court make an equal division of the community obligations;
3. That each party bear their own attorney's fees and costs;
4. That each party be responsible for their own medical insurance coverages; and

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KUNIN & CARMAN
3551 E. BONANZA ROAD, SUITE 110
LAS VEGAS, NEVADA 89110
(702) 438-8060
FAX: (702) 438-8077

1 5. For such other and further relief as the court may deem just and proper in
2 the premises.

3 DATED this 29th day of August, 2011.

4 KUNIN & CARMAN

5 
6

7 Israel "Ishi" Kunin, Esq.
8 Nevada Bar No. 000286
9 Michael P. Carman, Esq.
10 Nevada Bar No. 007639
11 3551 E. Bonanza Rd., Ste. 110
12 Las Vegas, Nevada 89110
13 Attorneys for Defendant/Counterclaimant
14 Robert William Reynolds
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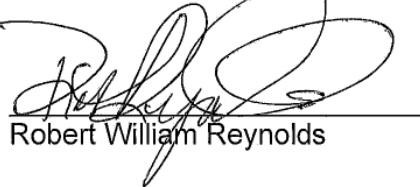
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FAX: (702) 438-8077

VERIFICATION

STATE OF NEVADA)
COUNTY OF CLARK) ss:

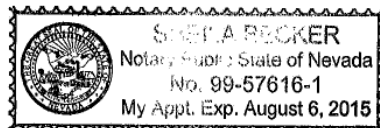
Robert William Reynolds, being first duly sworn, deposes and says:

That he is the Defendant/Counterclaimant in the above and foregoing action;
that he has read the Answer and Counterclaim, and knows the contents thereof; that
the same is true of his own knowledge, except for those matters therein stated on
information and belief, and as to those matters, he believes the same to be true.


Robert William Reynolds

SIGNED and SWORN to before
me this 29 day of August, 2011.


NOTARY PUBLIC



KUNIN & CARMAN
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LAS VEGAS, NEVADA 89110
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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of KUNIN & CARMAN, and that, on the
29th day of August, 2011, I served a true and correct copy of the above and
foregoing ANSWER AND COUNTERCLAIM, by the following means:

☒ Placing in the U.S. Mail, with postage fully prepaid, addressed to:

Vincent Mayo, Esq.
The Abrams Law Firm, LLC
6252 South Rainbow Boulevard, Ste. 100
Las Vegas, Nevada 89118
Attorneys for Plaintiff Susan Victoria Reynolds

☒ Facsimile Transmission, addressed to:

Vincent Mayo, Esq.
Fax No.: (702) 248-9750
Attorneys for Plaintiff Susan Victoria Reynolds

☐ Email, addressed to:

Vincent Mayo, Esq.
vmayo@theabramslawfirm.com
Attorneys for Plaintiff Susan Victoria Reynolds



An employee of KUNIN & CARMAN

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KUNIN & CARMAN

3551 East Bonanza Road, Suite 110
Las Vegas, Nevada 89110
(702) 438-8060 Office
(702) 438-8077 Facsimile

FACSIMILE COVER SHEET

To: Vincent Mayo, Esq.

Fax No.: 248-9750

From: Carol Berthel, Legal Asst. to Michael P. Carman, Esq.

Date: August 29, 2011

Re: Reynolds v Reynolds, Case No. D-11-448466-D

Document(s): Answer v Counterclaim

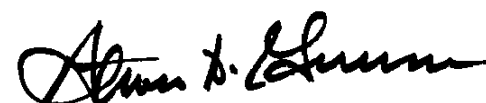
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CLERK OF THE COURT

1 **CCAN**

Vincent Mayo, Esq.

2 Nevada State Bar Number: 8564

THE ABRAMS LAW FIRM, LLC

3 6252 South Rainbow Blvd., Suite 100

Las Vegas, Nevada 89118

4 Tel: (702) 222-4021

Fax: (702) 248-9750

5 Email: vmayo@TheAbramsLawFirm.com

Attorney for Plaintiff

Eighth Judicial District Court

Family Division

Clark County, Nevada

8 SUSAN VICTORIA REYNOLDS,

) Case No.: D-11-448466-D

9 Plaintiff,

) Department: H

10 vs.

11 ROBERT WILLIAM REYNOLDS,

12 Defendant.

14 **REPLY TO ANSWER AND COUNTERCLAIM**

15 NOW INTO COURT comes Plaintiff, SUSAN VICTORIA REYNOLDS, by and
16 through her attorney of record, VINCENT MAYO, ESQ., of THE ABRAMS LAW
17 FIRM, LLC, and hereby replies to Defendant's Answer and Counterclaim on file
18 herein and admits, denies and alleges as follows:

19 **REPLY TO ANSWER**

20 1. Plaintiff/Counter-defendant objects to Defendant/Counter-claimant's
21 response to paragraph 9 of the First Cause of Action in the Complaint for Divorce
22 (which is paragraph 7 of the Defendant/Counter-claimant's Answer), as it misstates
23 the relief requested therein. Specifically, paragraph 9 of Plaintiff's Complaint for
24 Divorce requests that "this Court confirm to Defendant his sole and separate debt"

1 not his "sole and separate property," as indicated in Defendant/Counter-claimant's
2 response to same.

3 2. In response to the remaining paragraphs of Defendant/Counter-
4 claimant's Answer, Plaintiff/Counter-defendant requests that this Court take nothing
5 by virtue of the statements therein and instead grant the relief requested in her
6 Complaint for Divorce on file herein.

7 **REPLY TO AFFIRMATIVE DEFENSES**

8 1. Plaintiff/Counter-defendant denies the allegations set forth in
9 paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 of Defendant/Counter-
10 claimant's Affirmative Defenses.

11 **REPLY TO COUNTERCLAIM**

12 1. Plaintiff/Counter-defendant admits the allegations set forth in
13 paragraph I of Defendant's Counterclaim.

14 2. Plaintiff/Counter-defendant admits the allegations set forth in
15 paragraph II of Defendant's Counterclaim.

16 3. Plaintiff/Counter-defendant admits the allegations set forth in
17 paragraph III of Defendant's Counterclaim.

18 4. In response to paragraph IV of Defendant's Counterclaim,
19 Plaintiff/Counter-defendant admits that there is community property of the parties.
20 Plaintiff/Counter-defendant denies paragraph IV of Defendant's Counterclaim to the
21 extent that Defendant/Counter-claimant's definition of community property differs
22 from Plaintiff/Counter-defendant's definition of same. Furthermore, Plaintiff/Counter-
23 defendant is without sufficient information to form a belief as to the truth or falsity of
24 the allegation that the parties' community property will be adjudicated by the court.

1 5. In response to paragraph V of Defendant's Counterclaim,
2 Plaintiff/Counter-defendant admits that there are community debts of the parties.
3 Plaintiff/Counter-defendant denies paragraph V of Defendant's Counterclaim to the
4 extent that Defendant/Counter-claimant's definition of community debts differs from
5 Plaintiff/Counter-defendant's definition of same. Furthermore, Plaintiff/Counter-
6 defendant is without sufficient information to form a belief as to the truth or falsity of
7 the allegation that the parties' community debts will be adjudicated by the court.

8 6. In response to paragraph VI of Defendant's Counterclaim,
9 Plaintiff/Counter-defendant admits that Defendant/Counter-claimant should bear his
10 own attorney's fees and costs incurred in defending this action. Plaintiff/Counter-
11 defendant denies the remaining allegations contained in paragraph VI of
12 Defendant's Counterclaim.

13 7. In response to paragraph VII of Defendant's Counterclaim,
14 Plaintiff/Counter-defendant admits that Defendant/Counter-claimant should provide
15 for his own medical, dental and optical insurance coverage. Plaintiff/Counter-
16 defendant denies the remaining allegations contained in paragraph 7 of Defendant's
17 Counterclaim.

18 8. In response to paragraph VIII of Defendant's Counterclaim,
19 Plaintiff/Counter-defendant admits that there is no basis for an award of spousal
20 support to the Defendant/Counter-claimant. Plaintiff/Counter-defendant denies the
21 remaining allegations contained in paragraph VIII of Defendant's Counterclaim.

22 9. Plaintiff/Counter-defendant admits the allegations set forth in
23 paragraph IX of Defendant's Counterclaim.

24 ///

1 WHEREFORE, Plaintiff/Counter-defendant requests that Defendant/Counter-
2 claimant take nothing by virtue of the Defendant's Answer, Affirmative Defenses and
3 Counterclaim and that the same be dismissed with prejudice, and grant the
4 requested relief made by Plaintiff in her Complaint for Divorce on file herein.
5 DATED Wednesday, October 05, 2011.

6 Respectfully Submitted,

7 THE ABRAMS LAW FIRM, LLC

8
9 _____
10 Vincent Mayo, Esq.
11 Nevada State Bar Number: 8564
12 6252 South Rainbow Blvd., Suite 100
13 Las Vegas, Nevada 89118
14 Tel: (702) 222-4021
15 Fax: (702) 248-9750
16 Email: vmayo@TheAbramsLawFirm.com
17 Attorney for Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that on Wednesday, October 05, 2011, service of the above
REPLY TO ANSWER AND COUNTERCLAIM was made to the following interested
parties, as set forth below:

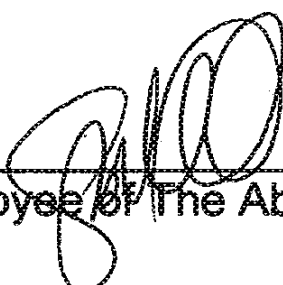
- ☒ Via 1st Class U.S. Mail, postage fully prepaid, addressed to:

Michael P. Carman, Esq.
3551 E. Bonanza Road
Suite 110
Las Vegas, Nevada 89110
Attorney for Defendant
- ☐ Via facsimile pursuant to the Consent To Service Via Facsimile on file
herein to:

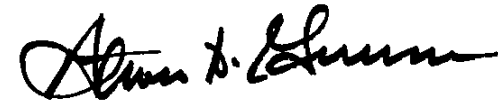
Michael P. Carman, Esq.
Fax Number: (702) 438-8077

And, via 1st Class U.S. Mail, postage fully prepaid, addressed to:

Ms. Susan V. Reynolds
Plaintiff



An Employee of The Abrams Law Firm, LLC



CLERK OF THE COURT

1 **DECD**

2 Vincent Mayo, Esq.

3 Nevada State Bar Number: 8564

4 The Abrams Law Firm, LLC

5 6252 South Rainbow Blvd., Suite 100

6 Las Vegas, Nevada 89118

7 Tel: (702) 222-4021

8 Fax: (702) 248-9750

9 Email: vmayo@theabramslawfirm.com

10 Attorney for Plaintiff

Eighth Judicial District Court

Family Division

Clark County, Nevada

11 SUSAN VICTORIA REYNOLDS,

) Case No.: D-11-448466-D

12 Plaintiff,

) Department: H

13 vs.

) Date: 6-12-12

14 ROBERT WILLIAM REYNOLDS,

15 Defendant.

16 **STIPULATED DECREE OF DIVORCE**

17 **COME NOW** the parties, Plaintiff, SUSAN VICTORIA REYNOLDS, by and
18 through her attorney of record, VINCENT MAYO, ESQ., of THE ABRAMS LAW
19 FIRM, LLC, and Defendant, ROBERT WILLIAM REYNOLDS, by and through his
20 attorney of record, MICHAEL P. CARMAN, ESQ., of KUNIN & CARMAN, and
21 hereby submit this matter to the Court, with the terms in this Decree of Divorce set
22 forth in full on the record at the June 12, 2012 hearing.

23 The Court was fully advised as to the law and the facts of the case, and finds
24 that: The parties were married on September 9, 2009 in Las Vegas, Nevada and
since that time have remained husband and wife; there are no minor children born of
this marriage; the Plaintiff is not pregnant; that the parties are incompatible and

Non-Trial Dispositions:

- | | |
|--|--|
| <input type="checkbox"/> Other | <input type="checkbox"/> Settled/Withdrawn: |
| <input type="checkbox"/> Dismissed - Want of Prosecution | <input type="checkbox"/> Without Judicial Conf/Hrg |
| <input type="checkbox"/> Involuntary (Statutory) Dismissal | <input checked="" type="checkbox"/> With Judicial Conf/Hrg |
| <input type="checkbox"/> Default Judgment | <input type="checkbox"/> By ADR |
| <input type="checkbox"/> Transferred | |
| <u>Trial Dispositions:</u> | |
| <input type="checkbox"/> Disposed After Trial Start | <input type="checkbox"/> Judgment Reached by Trial |

1 unable to reconcile, that this Court has complete jurisdiction in the premises, both as
2 to the subject matter, as well as the parties, pursuant to Chapter 125 of the Nevada
3 Revised Statutes; the Plaintiff is an actual and bona fide resident of the County of
4 Clark, State of Nevada, and was actually domiciled herein for more than six (6)
5 weeks immediately preceding the commencement of this action; all of the
6 jurisdictional allegations contained in Plaintiff's Complaint for Divorce are true as
7 therein alleged and, with Defendant having answered Plaintiff's Complaint and both
8 parties having waived Findings of Fact, Conclusions of Law, and written Notice of
9 Entry of Judgment in said cause;

10 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the bonds of
11 matrimony existing between Plaintiff, SUSAN VICTORIA REYNOLDS (hereinafter
12 referred to as "SUSAN"), and Defendant, ROBERT WILLIAM REYNOLDS,
13 (hereinafter referred to as "ROBERT"), be, and the same are wholly dissolved, and
14 an absolute Decree of Divorce is hereby granted to SUSAN, and each of the parties
15 is restored to the status of a single, unmarried person.

16 **ASSETS**

17 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that SUSAN is
18 awarded the following as her sole and separate property:

- 19 1. The Chase bank account, ending in 7176.
- 20 2. The Chase bank account, ending in 4533.
- 21 3. In exchange for her community interest in CPAlead, LLC / Monetize
22 Mobile, LLC, Social Music, LLC and QuizMe, LLC (collectively "CPAlead, LLC"),
23 SUSAN shall receive the following property equalization to be paid by ROBERT to
24 SUSAN as follows:

1 (1) Three Hundred Thousand Dollars (\$300,000), payable within ten (10)
2 days of the entry of the Decree of Divorce; and

3 (2) One Million Dollars (\$1,000,000), amortized on a monthly basis and
4 payable over eight (8) years. Such monthly payments, which will be due and payable
5 on the first of every month, shall be subject to three and one-half percent
6 (3.5%) interest per annum paid monthly for an initial period of five (5) years.
7 Attached as Exhibit "A" is the amortization schedule for years one (1) through five
8 (5). For years six (6) through eight (8), the monthly payments shall be subject to
9 four and one-half percent (4.5%) interest per annum paid monthly. Attached as
10 Exhibit "B" is the amortization schedule for years six (6) through eight (8). However,
11 there shall be no prepayment penalties. Said obligation shall not be dischargeable
12 by ROBERT in bankruptcy.

13 4. If any interest in CPAlead, LLC, is sold from the time of divorce through
14 the next eight (8) years, SUSAN shall be entitled to Twenty Five Percent (25%) of
15 the net proceeds, up to a total amount of One Million Dollars (\$1,000,000) in addition
16 to her interest in the business as stated hereinabove. SUSAN shall receive her
17 Twenty Five Percent (25%) interest in the sales proceeds up to the maximum of
18 \$1,000,000 even if there is only a partial sale of the business. The "net sales
19 proceeds" SUSAN would be entitled to would be no less than the net sales proceeds
20 that all other owners are equally entitled to.

21 5. The 2006 Lexus SC 430, Vehicle Identification Number
22 TTHFN48Y7690056118.

23 6. SUSAN'S cats, namely Zelda and Link.

24 7. Any and all furniture, furnishings, electronics, kitchenware, linens,

1 paintings, antiques, accessories, sporting goods, etc., currently in SUSAN'S
2 possession or control.

3 8. SUSAN'S jewelry, clothes, shoes, memorabilia and other personal
4 property of SUSAN'S.

5 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that ROBERT is
6 awarded the following as his sole and separate property:

7 1. The Chase bank account, ending in 2319.

8 2. The Chase bank account, ending in 9846.

9 3. Any and all interest in CPAlead, LLC / Monetize Mobile, LLC, Social
10 Music, LLC and QuizMe, LLC, (collectively "CPAlead, LLC") and any assets related
11 thereto, including bank accounts, real property, vehicles, patents and other
12 intellectual property, real property, office equipment, accounts receivable, etc.

13 4. The 2006 BMW M6, subject to any and all loans and expenses
14 thereon.

15 5. The Obama Denver convention speech script presently in SUSAN'S
16 possession.

17 6. Any and all furniture, furnishings, electronics, kitchenware, linens,
18 paintings, antiques, accessories, sporting goods, etc., currently in ROBERT'S
19 possession or control.

20 7. ROBERT'S jewelry, clothes, shoes, memorabilia and other personal
21 property of ROBERT'S.

22 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that in the event
23 any other business interest or investment has been omitted from this Decree that
24 would have been community property or otherwise jointly-held property under the

1 law applicable as of the date hereof, the non-concealing party shall be entitled to an
2 a division of the community interest in same, with the court reserving jurisdiction to
3 adjudicate said assets.

4 **DEBTS**

5 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that SUSAN
6 shall assume the following obligations, indemnify and hold ROBERT harmless
7 therefrom:

- 8 1. Any and all credit cards in SUSAN'S name.
- 9 2. Any and all other debts related to the property awarded to SUSAN in
10 this Decree of Divorce.
- 11 3. Any and all other debts in SUSAN'S name alone, or held jointly with
12 anyone other than ROBERT, which are not otherwise provided for herein.

13 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that ROBERT
14 shall assume the following obligations, indemnify and hold SUSAN harmless
15 therefrom:

- 16 1. Any and all credit cards in ROBERT'S name.
- 17 2. Any and all other debts related to the property awarded to ROBERT in
18 this Decree of Divorce, including but not limited to debts and obligations for
19 CPAlead, LLC / Monetize Mobile, LLC, Social Music, LLC, and QuizMe, LLC.
- 20 3. Any tax debt or liability addressed below.
- 21 4. Any and all other debts in ROBERT'S name alone, or held jointly with
22 anyone other than SUSAN, which are not otherwise provided for herein.

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party
24 to whom the community debt sets forth in the preceding paragraphs are to be

1 assigned will endeavor within thirty (30) days of the entry of the parties' Decree of
2 Divorce, unless another time is otherwise states herein for any specific debt, to
3 remove the other party's name as a responsible party for those various community
4 debts, vis a vis the respective creditors if possible, unless otherwise specified herein.
5 The parties understand that this Court is without jurisdiction to order any such
6 creditor to so act, and in the case of a breach of this Agreement by either party, said
7 creditors may have, as one of their available remedies the option of pursuing
8 payment for any of the aforementioned community debts, from the party designated
9 as the non-responsible party under this Agreement, should the removal of the party's
10 name from the debt have been impossible prior to that time. The party being so
11 held, in turn, has as his or her remedy the ability to seek redress of this Court to hold
12 the other in contempt of this Agreement. Understanding the foregoing, the parties
13 agree that, should immediate removal of the other party's name from these
14 respective community debts be impossible, vis a vis the respective creditors, the
15 responsible party shall attempt at least once per year, to accomplish said removal,
16 and provide documentary proof of such attempt, successful or not, to the other,
17 paying any and all fees associated therewith. Each party shall pay any and all other
18 debts separately acquired by that party, holding the non-acquiring party harmless
19 therefrom.

20 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party
21 agrees that if any claim, action or proceeding is brought seeking to hold the other
22 party liable on account of any debt, obligation, liability, act or omission assumed by
23 the other party, such party will, at his or her sole expense, defend the other against
24 any such claim or demand and that he or she will indemnify, defend and hold

1 harmless the other party.

2 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if any joint
3 debt, obligation, liability, act or omission creating such liability has been omitted from
4 this Decree and is subsequently discovered, either party may petition the Court for
5 an allocation of that debt, obligation, liability, or liability arising from such act or
6 omission.

7 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parties
8 each have verified to the other that they have made a full disclosure of all debts
9 known to them.

10 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that except as
11 specifically set forth herein, each party hereto is released and absolved from any
12 and all obligations and liabilities for future acts and duties of the other, and except as
13 specified herein, each of the parties hereby releases the other from any and all
14 liabilities, debts, or obligations of every kind or character incurred up to this date.

15 **WAIVER ALIMONY**

16 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that in
17 consideration of the terms agreed upon in this Decree of Divorce, SUSAN waives
18 payment of alimony from ROBERT, both now and in the future. ROBERT, likewise,
19 is not entitled to an award of alimony from SUSAN, both now and in the future.

20 However, in the event that the Decree of Divorce is not filed by July 1, 2012,
21 ROBERT shall advance SUSAN Five Thousand Five Hundred Dollars (\$5,500) on
22 July 1, 2012 against the initial Three Hundred Thousand Dollars (\$300,000) he is
23 pay her for her buy-out as set forth above. The \$5,500 advance is to cover SUSAN'S
24 monthly expenses in July of 2012. Said advance is not to be construed as post-

1 divorce alimony or otherwise financial support from ROBERT to SUSAN.

2 **INSURANCE POLICY**

3 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that SUSAN
4 shall be entitled to obtain and maintain a life insurance policy in the amount of Five
5 Hundred Thousand Dollars (\$500,000.00) with ROBERT as the insured and with
6 SUSAN as the beneficiary during the payment period of the equalization buy-out as
7 stated above. ROBERT shall cooperate as necessary for SUSAN to obtain and
8 maintain the insurance policy, with said cooperation consisting of, but not limited to,
9 undergoing physical examinations, providing requested information, etc. SUSAN
10 shall be the owner of the policy and shall be entitled to all information and
11 documentation related to the policy.

12 **TAXES**

13 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parties
14 shall file a joint income tax return for 2011 and ROBERT shall be solely responsible
15 for any tax liability resulting from same. In the event the parties are audited by the
16 Internal Revenue Service for returns filed during the parties' marriage (2009 through
17 2011) and additional taxes, penalties, and/or interest is assessed, ROBERT shall be
18 One Hundred Percent (100%) responsible for any amounts due. Further, the parties
19 will file separate tax returns for the 2012 tax year and each year thereafter, with the
20 parties individually retaining any refunds from their respective returns as well as
21 being solely responsible on any separate liability. Starting with the 2012, the parties
22 shall each be entitled to one hundred percent (100%) of the deduction and loss carry
23 forwards for the assets specifically awarded to them, respectively, in this Decree of
24 Divorce.

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the amounts
2 received by either party pursuant to the section titled "Assets" are considered
3 property division pursuant to a divorce and are not a taxable event.

4 **MISCELLANEOUS**

5 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party
6 shall execute any and all legal documents, certificates of title, bills of sale, quitclaim
7 deeds or other evidence of transfer necessary to effectuate this Decree within thirty
8 (30) days of the entry of this Decree, unless another time for a specific asset is
9 specified otherwise above. Should either party fail to execute any of said documents
10 to transfer interest to the other, then it is agreed that this Decree shall constitute a
11 full transfer of the interest of one to the other, as herein provided, and it is further
12 agreed that pursuant to NRCP 70, the Clerk of the Court or the Judge assigned to
13 the case shall be deemed to have hereby been appointed and empowered to sign,
14 on behalf of the non-signing party, any of the said documents of transfer which have
15 not been executed by the party otherwise responsible for such.

16 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party
17 acknowledges that they have read this Decree of Divorce and fully understand the
18 contents and accept the same as equitable and just, that the parties agree this
19 Decree of Divorce has been reached via negotiation and in the spirit of compromise,
20 and that there has been no promise, agreement or understanding of either of the
21 parties to the other except as set forth herein, which have been relied upon by either
22 as a matter of inducement to enter into this agreement, and each party hereto has
23 had the opportunity and actually has been independently advised by an attorney.
24 The parties further acknowledge that this stipulated Decree of Divorce is a global

1 resolution of their case and that each provision herein is made in consideration of all
2 the terms in the Decree of Divorce as a whole, thereby resolving all property and
3 debt claims between SUSAN and ROBERT in regards to disclosed assets and
4 debts. The parties further acknowledge that they have entered into this stipulated
5 Decree of Divorce without undue influence or coercion, or misrepresentation, or for
6 any other cause except as stated herein.

7 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that this
8 Stipulated Decree of Divorce shall serve as a final settlement of one-hundred
9 percent (100%) of all claims the parties have against the other, including any non-
10 addressed requests for reimbursement from the other and any marital tort claims
11 that either party may have against the other.

12 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that ROBERT
13 shall be responsible for one hundred percent (100%) of his own attorney's fees and
14 costs. Further, ROBERT shall be responsible for up to Five Thousand Dollars
15 (\$5,000) of SUSAN'S outstanding attorney's fees and costs, which ROBERT shall
16 pay to The Abrams Law Firm, LLC, within ten (10) days of his counsel being notified
17 of the final bill. SUSAN shall be solely and separately responsible for any and all
18 outstanding fees owed to her counsel over and above the Five Thousand Dollars
19 (\$5,000.00) addressed herein.

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1 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that SUSAN
2 desires to restore her maiden name, to wit: SUSAN VICTORIA HAYDEN, as her full
3 and legal name.

4 Dated this 12th day of July, 2012.

5
6
7 
8 SUSAN VICTORIA REYNOLDS

9 THE ABRAMS LAW FIRM, LLC

10
11 Vincent Mayo, Esq.
12 Nevada State Bar Number: 8564
13 6252 South Rainbow Blvd., Suite 100
14 Las Vegas, Nevada 89118
15 Tel: (702) 222-4021
16 Fax: (702) 248-9750
17 Attorney for Plaintiff

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DISTRICT COURT JUDGE

T. ART RITCHIE, JR.

ROBERT WILLIAM REYNOLDS

KUNIN & CARMAN


Michael P. Carman, Esq.
Nevada State Bar Number: 7639
3551 E. Bonanza Rd., #110
Las Vegas, Nevada 89110
Tel: (702) 438-8060
Fax: (702) 438-8077
Attorney for Defendant

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VERIFICATION

STATE OF NEVADA)
)
COUNTY OF CLARK) ss:

SUSAN VICTORIA REYNOLDS, under penalties of perjury, being first duly sworn, deposes and says:

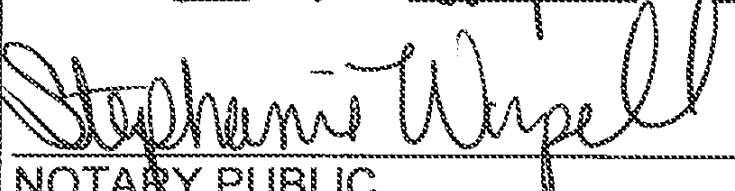
That she is the Plaintiff in the above entitled action; that she has read the foregoing STIPULATED DECREE OF DIVORCE and knows the contents thereof, that the same is true of her own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, she believes them to be true.

Dated this 18 day, of July, 2012.

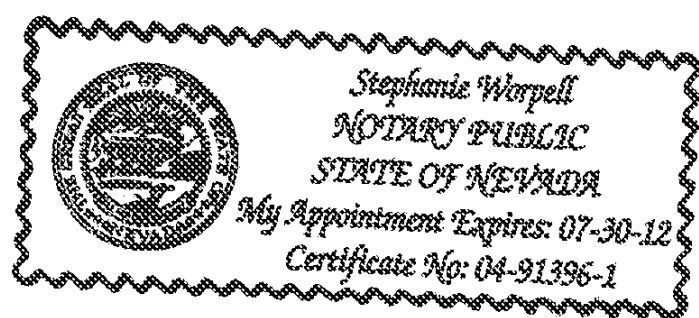


SUSAN VICTORIA REYNOLDS

SUBSCRIBED and SWORN to before me this 18 day, of July, 2012.



NOTARY PUBLIC



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VERIFICATION

STATE OF NEVADA)
)
COUNTY OF CLARK) ss:

ROBERT WILLIAM REYNOLDS, under penalties of perjury, being first duly sworn, deposes and says:

That he is the Defendant in the above entitled action; that he has read the foregoing STIPULATED DECREE OF DIVORCE and knows the contents thereof, that the same is true of his own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, he believes them to be true.

Dated this 12th day of July, 2012.


ROBERT WILLIAM REYNOLDS

SUBSCRIBED and SWORN to before
me this 12th day of July, 2012.



NOTARY PUBLIC

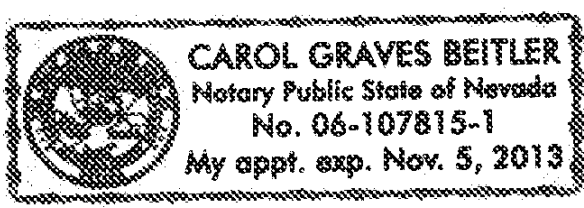


EXHIBIT A

Date	Interest	Principal	Balance
Jul, 2012	\$1,822.92	\$9,546.92	\$615,453.08
Aug, 2012	\$1,795.07	\$9,574.77	\$605,878.31
Sep, 2012	\$1,767.15	\$9,602.70	\$596,275.61
Oct, 2012	\$1,739.14	\$9,630.70	\$586,644.91
Nov, 2012	\$1,711.05	\$9,658.79	\$576,986.12
Dec, 2012	\$1,682.88	\$9,686.96	\$567,299.15
Jan, 2013	\$1,654.62	\$9,715.22	\$557,583.93
Feb, 2013	\$1,626.29	\$9,743.55	\$547,840.38
Mar, 2013	\$1,597.87	\$9,771.97	\$538,068.41
Apr, 2013	\$1,569.37	\$9,800.47	\$528,267.93
May, 2013	\$1,540.78	\$9,829.06	\$518,438.87
Jun, 2013	\$1,512.11	\$9,857.73	\$508,581.14
Jul, 2013	\$1,483.36	\$9,886.48	\$498,694.67
Aug, 2013	\$1,454.53	\$9,915.31	\$488,779.35
Sep, 2013	\$1,425.61	\$9,944.23	\$478,835.12
Oct, 2013	\$1,396.60	\$9,973.24	\$468,861.88
Nov, 2013	\$1,367.51	\$10,002.33	\$458,859.55
Dec, 2013	\$1,338.34	\$10,031.50	\$448,828.05
Jan, 2014	\$1,309.08	\$10,060.76	\$438,767.29
Feb, 2014	\$1,279.74	\$10,090.10	\$428,677.19
Mar, 2014	\$1,250.31	\$10,119.53	\$418,557.66

Date	Interest	Principal	Balance
Apr, 2014	\$1,220.79	\$10,149.05	\$408,408.61
May, 2014	\$1,191.19	\$10,178.65	\$398,229.96
Jun, 2014	\$1,161.50	\$10,208.34	\$388,021.63
Jul, 2014	\$1,131.73	\$10,238.11	\$377,783.51
Aug, 2014	\$1,101.87	\$10,267.97	\$367,515.54
Sep, 2014	\$1,071.92	\$10,297.92	\$357,217.62
Oct, 2014	\$1,041.88	\$10,327.96	\$346,889.67
Nov, 2014	\$1,011.76	\$10,358.08	\$336,531.59
Dec, 2014	\$981.55	\$10,388.29	\$326,143.30
Jan, 2015	\$951.25	\$10,418.59	\$315,724.71
Feb, 2015	\$920.86	\$10,448.98	\$305,275.73
Mar, 2015	\$890.39	\$10,479.45	\$294,796.28
Apr, 2015	\$859.82	\$10,510.02	\$284,286.26
May, 2015	\$829.17	\$10,540.67	\$273,745.59
Jun, 2015	\$798.42	\$10,571.42	\$263,174.17
Jul, 2015	\$767.59	\$10,602.25	\$252,571.92
Aug, 2015	\$736.67	\$10,633.17	\$241,938.75
Sep, 2015	\$705.65	\$10,664.19	\$231,274.56
Oct, 2015	\$674.55	\$10,695.29	\$220,579.27
Nov, 2015	\$643.36	\$10,726.48	\$209,852.79
Dec, 2015	\$612.07	\$10,757.77	\$199,095.02

Date	Interest	Principal	Balance
Jan, 2016	\$580.69	\$10,789.15	\$188,305.87
Feb, 2016	\$549.23	\$10,820.62	\$177,485.26
Mar, 2016	\$517.67	\$10,852.18	\$166,633.08
Apr, 2016	\$486.01	\$10,883.83	\$155,749.26
May, 2016	\$454.27	\$10,915.57	\$144,833.68
Jun, 2016	\$422.43	\$10,947.41	\$133,886.27
Jul, 2016	\$390.50	\$10,979.34	\$122,906.94
Aug, 2016	\$358.48	\$11,011.36	\$111,895.57
Sep, 2016	\$326.36	\$11,043.48	\$100,852.09
Oct, 2016	\$294.15	\$11,075.69	\$89,776.41
Nov, 2016	\$261.85	\$11,107.99	\$78,668.41
Dec, 2016	\$229.45	\$11,140.39	\$67,528.02
Jan, 2017	\$196.96	\$11,172.88	\$56,355.14
Feb, 2017	\$164.37	\$11,205.47	\$45,149.67
Mar, 2017	\$131.69	\$11,238.15	\$33,911.51
Apr, 2017	\$98.91	\$11,270.93	\$22,640.58
May, 2017	\$66.04	\$11,303.81	\$11,336.78
Jun, 2017	\$33.07	\$11,336.78	\$0.00

EXHIBIT B

Date	Interest	Principal	Balance
Jul, 2017	\$1,406.25	\$9,748.85	\$365,251.15
Aug, 2017	\$1,369.69	\$9,785.40	\$355,465.75
Sep, 2017	\$1,333.00	\$9,822.10	\$345,643.65
Oct, 2017	\$1,296.16	\$9,858.93	\$335,784.72
Nov, 2017	\$1,259.19	\$9,895.90	\$325,888.81
Dec, 2017	\$1,222.08	\$9,933.01	\$315,955.80
Jan, 2018	\$1,184.83	\$9,970.26	\$305,985.54
Feb, 2018	\$1,147.45	\$10,007.65	\$295,977.88
Mar, 2018	\$1,109.92	\$10,045.18	\$285,932.70
Apr, 2018	\$1,072.25	\$10,082.85	\$275,849.86
May, 2018	\$1,034.44	\$10,120.66	\$265,729.20
Jun, 2018	\$996.48	\$10,158.61	\$255,570.58
Jul, 2018	\$958.39	\$10,196.71	\$245,373.88
Aug, 2018	\$920.15	\$10,234.94	\$235,138.93
Sep, 2018	\$881.77	\$10,273.33	\$224,865.61
Oct, 2018	\$843.25	\$10,311.85	\$214,553.76
Nov, 2018	\$804.58	\$10,350.52	\$204,203.24
Dec, 2018	\$765.76	\$10,389.33	\$193,813.90
Jan, 2019	\$726.80	\$10,428.29	\$183,385.61
Feb, 2019	\$687.70	\$10,467.40	\$172,918.21
Mar, 2019	\$648.44	\$10,506.65	\$162,411.55

Date	Interest	Principal	Balance
Apr, 2019	\$609.04	\$10,546.05	\$151,865.50
May, 2019	\$569.50	\$10,585.60	\$141,279.90
Jun, 2019	\$529.80	\$10,625.30	\$130,654.60
Jul, 2019	\$489.95	\$10,665.14	\$119,989.46
Aug, 2019	\$449.96	\$10,705.14	\$109,284.32
Sep, 2019	\$409.82	\$10,745.28	\$98,539.04
Oct, 2019	\$369.52	\$10,785.58	\$87,753.47
Nov, 2019	\$329.08	\$10,826.02	\$76,927.45
Dec, 2019	\$288.48	\$10,866.62	\$66,060.83
Jan, 2020	\$247.73	\$10,907.37	\$55,153.46
Feb, 2020	\$206.83	\$10,948.27	\$44,205.19
Mar, 2020	\$165.77	\$10,989.33	\$33,215.86
Apr, 2020	\$124.56	\$11,030.54	\$22,185.32
May, 2020	\$83.19	\$11,071.90	\$11,113.42
Jun, 2020	\$41.68	\$11,113.42	\$0.00

Vincent Mayo, Esq.
Nevada State Bar Number: 8564
THE ABRAMS LAW FIRM, LLC
6252 South Rainbow Blvd., Suite 100
Las Vegas, Nevada 89118
Tel: (702) 222-4021
Fax: (702) 248-9750
Email: vmayo@theabramslawfirm.com
Attorney for Plaintiff

**Eighth Judicial District Court
Family Division
Clark County, Nevada**

Defendant.

Vincent Mayo, Esq.
Nevada State Bar Number: 8564
6252 South Rainbow Blvd., Suite 100
Las Vegas, Nevada 89118
Attorney for Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that on Friday, July 27, 2012, service of the above NOTICE OF ENTRY OF DECREE OF DIVORCE was made to the following interested parties, as set forth below:



Via 1st Class U.S. Mail, postage fully prepaid, addressed to:

Michael P. Carman, Esq.
3551 E. Bonanza Road
Suite 110
Las Vegas, Nevada 89110
Attorney for Defendant



Via facsimile pursuant to the Consent To Service Via Facsimile on file herein to:

Michael P. Carman, Esq.
Fax Number: (702) 438-8077

And, via 1st Class U.S. Mail, postage fully prepaid, addressed to:

Ms. Susan V. Reynolds
Plaintiff

An Employee of The Abrams Law Firm, LLC



CLERK OF THE COURT

1 **DECD**
2 Vincent Mayo, Esq.
3 Nevada State Bar Number: 8564
4 The Abrams Law Firm, LLC
5 6252 South Rainbow Blvd., Suite 100
6 Las Vegas, Nevada 89118
7 Tel: (702) 222-4021
8 Fax: (702) 248-9750
9 Email: vmayo@theabramslawfirm.com
10 Attorney for Plaintiff

Eighth Judicial District Court
Family Division
Clark County, Nevada

8 **SUSAN VICTORIA REYNOLDS,**) Case No.: D-11-448466-D
9)
10 Plaintiff,) Department: H
11 vs.) Date: 6-12-12
12)
13 **ROBERT WILLIAM REYNOLDS,**)
14)
15 Defendant.)
16)

14 **STIPULATED DECREE OF DIVORCE**

15 **COME NOW** the parties, Plaintiff, SUSAN VICTORIA REYNOLDS, by and
16 through her attorney of record, VINCENT MAYO, ESQ., of THE ABRAMS LAW
17 FIRM, LLC, and Defendant, ROBERT WILLIAM REYNOLDS, by and through his
18 attorney of record, MICHAEL P. CARMAN, ESQ., of KUNIN & CARMAN, and
19 hereby submit this matter to the Court, with the terms in this Decree of Divorce set
20 forth in full on the record at the June 12, 2012 hearing.

21 The Court was fully advised as to the law and the facts of the case, and finds
22 that: The parties were married on September 9, 2009 in Las Vegas, Nevada and
23 since that time have remained husband and wife; there are no minor children born of
24 this marriage; the Plaintiff is not pregnant; that the parties are incompatible and

Non-Trial Dispositions:
☐ Other
☐ Dismissed - Want of Prosecution
☐ Involuntary (Statutory) Dismissal
☐ Default Judgment
☐ Transferred
☐ Disposed After Trial Start
Settled/Withdrawn:
☐ Without Judicial Conf/Hrg
☒ With Judicial Conf/Hrg
☐ By ADR
Trial Dispositions:
☐ Judgment Reached by Trial

1 unable to reconcile, that this Court has complete jurisdiction in the premises, both as
2 to the subject matter, as well as the parties, pursuant to Chapter 125 of the Nevada
3 Revised Statutes; the Plaintiff is an actual and bona fide resident of the County of
4 Clark, State of Nevada, and was actually domiciled herein for more than six (6)
5 weeks immediately preceding the commencement of this action; all of the
6 jurisdictional allegations contained in Plaintiff's Complaint for Divorce are true as
7 therein alleged and, with Defendant having answered Plaintiff's Complaint and both
8 parties having waived Findings of Fact, Conclusions of Law, and written Notice of
9 Entry of Judgment in said cause;

10 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the bonds of
11 matrimony existing between Plaintiff, SUSAN VICTORIA REYNOLDS (hereinafter
12 referred to as "SUSAN"), and Defendant, ROBERT WILLIAM REYNOLDS,
13 (hereinafter referred to as "ROBERT"), be, and the same are wholly dissolved, and
14 an absolute Decree of Divorce is hereby granted to SUSAN, and each of the parties
15 is restored to the status of a single, unmarried person.

16 **ASSETS**

17 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that SUSAN is
18 awarded the following as her sole and separate property:

- 19 1. The Chase bank account, ending in 7176.
- 20 2. The Chase bank account, ending in 4533.
- 21 3. In exchange for her community interest in CPAlead, LLC / Monetize
22 Mobile, LLC, Social Music, LLC and QuizMe, LLC (collectively "CPAlead, LLC"),
23 SUSAN shall receive the following property equalization to be paid by ROBERT to
24 SUSAN as follows:

1 (1) Three Hundred Thousand Dollars (\$300,000), payable within ten (10)
2 days of the entry of the Decree of Divorce; and

3 (2) One Million Dollars (\$1,000,000), amortized on a monthly basis and
4 payable over eight (8) years. Such monthly payments, which will be due and payable
5 on the first of every month, shall be subject to three and one-half percent
6 (3.5%) interest per annum paid monthly for an initial period of five (5) years.
7 Attached as Exhibit "A" is the amortization schedule for years one (1) through five
8 (5). For years six (6) through eight (8), the monthly payments shall be subject to
9 four and one-half percent (4.5%) interest per annum paid monthly. Attached as
10 Exhibit "B" is the amortization schedule for years six (6) through eight (8). However,
11 there shall be no prepayment penalties. Said obligation shall not be dischargeable
12 by ROBERT in bankruptcy.

13 4. If any interest in CPAlead, LLC, is sold from the time of divorce through
14 the next eight (8) years, SUSAN shall be entitled to Twenty Five Percent (25%) of
15 the net proceeds, up to a total amount of One Million Dollars (\$1,000,000) in addition
16 to her interest in the business as stated hereinabove. SUSAN shall receive her
17 Twenty Five Percent (25%) interest in the sales proceeds up to the maximum of
18 \$1,000,000 even if there is only a partial sale of the business. The "net sales
19 proceeds" SUSAN would be entitled to would be no less than the net sales proceeds
20 that all other owners are equally entitled to.

21 5. The 2006 Lexus SC 430, Vehicle Identification Number
22 TTHFN48Y7690056118.

23 6. SUSAN'S cats, namely Zelda and Link.

24 7. Any and all furniture, furnishings, electronics, kitchenware, linens,

1 paintings, antiques, accessories, sporting goods, etc., currently in SUSAN'S
2 possession or control.

3 8. SUSAN'S jewelry, clothes, shoes, memorabilia and other personal
4 property of SUSAN'S.

5 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that ROBERT is
6 awarded the following as his sole and separate property:

7 1. The Chase bank account, ending in 2319.

8 2. The Chase bank account, ending in 9846.

9 3. Any and all interest in CPAlead, LLC / Monetize Mobile, LLC, Social
10 Music, LLC and QuizMe, LLC, (collectively "CPAlead, LLC") and any assets related
11 thereto, including bank accounts, real property, vehicles, patents and other
12 intellectual property, real property, office equipment, accounts receivable, etc.

13 4. The 2006 BMW M6, subject to any and all loans and expenses
14 thereon.

15 5. The Obama Denver convention speech script presently in SUSAN'S
16 possession.

17 6. Any and all furniture, furnishings, electronics, kitchenware, linens,
18 paintings, antiques, accessories, sporting goods, etc., currently in ROBERT'S
19 possession or control.

20 7. ROBERT'S jewelry, clothes, shoes, memorabilia and other personal
21 property of ROBERT'S.

22 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that in the event
23 any other business interest or investment has been omitted from this Decree that
24 would have been community property or otherwise jointly-held property under the

1 law applicable as of the date hereof, the non-concealing party shall be entitled to an
2 a division of the community interest in same, with the court reserving jurisdiction to
3 adjudicate said assets.

4 **DEBTS**

5 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that SUSAN
6 shall assume the following obligations, indemnify and hold ROBERT harmless
7 therefrom:

- 8 1. Any and all credit cards in SUSAN'S name.
- 9 2. Any and all other debts related to the property awarded to SUSAN in
10 this Decree of Divorce.
- 11 3. Any and all other debts in SUSAN'S name alone, or held jointly with
12 anyone other than ROBERT, which are not otherwise provided for herein.

13 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that ROBERT
14 shall assume the following obligations, indemnify and hold SUSAN harmless
15 therefrom:

- 16 1. Any and all credit cards in ROBERT'S name.
- 17 2. Any and all other debts related to the property awarded to ROBERT in
18 this Decree of Divorce, including but not limited to debts and obligations for
19 CPAlead, LLC / Monetize Mobile, LLC, Social Music, LLC, and QuizMe, LLC.
- 20 3. Any tax debt or liability addressed below.
- 21 4. Any and all other debts in ROBERT'S name alone, or held jointly with
22 anyone other than SUSAN, which are not otherwise provided for herein.

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party
24 to whom the community debt sets forth in the preceding paragraphs are to be

1 assigned will endeavor within thirty (30) days of the entry of the parties' Decree of
2 Divorce, unless another time is otherwise states herein for any specific debt, to
3 remove the other party's name as a responsible party for those various community
4 debts, vis a vis the respective creditors if possible, unless otherwise specified herein.
5 The parties understand that this Court is without jurisdiction to order any such
6 creditor to so act, and in the case of a breach of this Agreement by either party, said
7 creditors may have, as one of their available remedies the option of pursuing
8 payment for any of the aforementioned community debts, from the party designated
9 as the non-responsible party under this Agreement, should the removal of the party's
10 name from the debt have been impossible prior to that time. The party being so
11 held, in turn, has as his or her remedy the ability to seek redress of this Court to hold
12 the other in contempt of this Agreement. Understanding the foregoing, the parties
13 agree that, should immediate removal of the other party's name from these
14 respective community debts be impossible, vis a vis the respective creditors, the
15 responsible party shall attempt at least once per year, to accomplish said removal,
16 and provide documentary proof of such attempt, successful or not, to the other,
17 paying any and all fees associated therewith. Each party shall pay any and all other
18 debts separately acquired by that party, holding the non-acquiring party harmless
19 therefrom.

20 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party
21 agrees that if any claim, action or proceeding is brought seeking to hold the other
22 party liable on account of any debt, obligation, liability, act or omission assumed by
23 the other party, such party will, at his or her sole expense, defend the other against
24 any such claim or demand and that he or she will indemnify, defend and hold

1 harmless the other party.

2 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if any joint
3 debt, obligation, liability, act or omission creating such liability has been omitted from
4 this Decree and is subsequently discovered, either party may petition the Court for
5 an allocation of that debt, obligation, liability, or liability arising from such act or
6 omission.

7 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parties
8 each have verified to the other that they have made a full disclosure of all debts
9 known to them.

10 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that except as
11 specifically set forth herein, each party hereto is released and absolved from any
12 and all obligations and liabilities for future acts and duties of the other, and except as
13 specified herein, each of the parties hereby releases the other from any and all
14 liabilities, debts, or obligations of every kind or character incurred up to this date.

15 **WAIVER ALIMONY**

16 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that in
17 consideration of the terms agreed upon in this Decree of Divorce, SUSAN waives
18 payment of alimony from ROBERT, both now and in the future. ROBERT, likewise,
19 is not entitled to an award of alimony from SUSAN, both now and in the future.

20 However, in the event that the Decree of Divorce is not filed by July 1, 2012,
21 ROBERT shall advance SUSAN Five Thousand Five Hundred Dollars (\$5,500) on
22 July 1, 2012 against the initial Three Hundred Thousand Dollars (\$300,000) he is
23 pay her for her buy-out as set forth above. The \$5,500 advance is to cover SUSAN'S
24 monthly expenses in July of 2012. Said advance is not to be construed as post-

1 divorce alimony or otherwise financial support from ROBERT to SUSAN.

2 **INSURANCE POLICY**

3 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that SUSAN
4 shall be entitled to obtain and maintain a life insurance policy in the amount of Five
5 Hundred Thousand Dollars (\$500,000.00) with ROBERT as the insured and with
6 SUSAN as the beneficiary during the payment period of the equalization buy-out as
7 stated above. ROBERT shall cooperate as necessary for SUSAN to obtain and
8 maintain the insurance policy, with said cooperation consisting of, but not limited to,
9 undergoing physical examinations, providing requested information, etc. SUSAN
10 shall be the owner of the policy and shall be entitled to all information and
11 documentation related to the policy.

12 **TAXES**

13 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parties
14 shall file a joint income tax return for 2011 and ROBERT shall be solely responsible
15 for any tax liability resulting from same. In the event the parties are audited by the
16 Internal Revenue Service for returns filed during the parties' marriage (2009 through
17 2011) and additional taxes, penalties, and/or interest is assessed, ROBERT shall be
18 One Hundred Percent (100%) responsible for any amounts due. Further, the parties
19 will file separate tax returns for the 2012 tax year and each year thereafter, with the
20 parties individually retaining any refunds from their respective returns as well as
21 being solely responsible on any separate liability. Starting with the 2012, the parties
22 shall each be entitled to one hundred percent (100%) of the deduction and loss carry
23 forwards for the assets specifically awarded to them, respectively, in this Decree of
24 Divorce.

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the amounts
2 received by either party pursuant to the section titled "Assets" are considered
3 property division pursuant to a divorce and are not a taxable event.

4 **MISCELLANEOUS**

5 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party
6 shall execute any and all legal documents, certificates of title, bills of sale, quitclaim
7 deeds or other evidence of transfer necessary to effectuate this Decree within thirty
8 (30) days of the entry of this Decree, unless another time for a specific asset is
9 specified otherwise above. Should either party fail to execute any of said documents
10 to transfer interest to the other, then it is agreed that this Decree shall constitute a
11 full transfer of the interest of one to the other, as herein provided, and it is further
12 agreed that pursuant to NRCP 70, the Clerk of the Court or the Judge assigned to
13 the case shall be deemed to have hereby been appointed and empowered to sign,
14 on behalf of the non-signing party, any of the said documents of transfer which have
15 not been executed by the party otherwise responsible for such.

16 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party
17 acknowledges that they have read this Decree of Divorce and fully understand the
18 contents and accept the same as equitable and just, that the parties agree this
19 Decree of Divorce has been reached via negotiation and in the spirit of compromise,
20 and that there has been no promise, agreement or understanding of either of the
21 parties to the other except as set forth herein, which have been relied upon by either
22 as a matter of inducement to enter into this agreement, and each party hereto has
23 had the opportunity and actually has been independently advised by an attorney.
24 The parties further acknowledge that this stipulated Decree of Divorce is a global

1 resolution of their case and that each provision herein is made in consideration of all
2 the terms in the Decree of Divorce as a whole, thereby resolving all property and
3 debt claims between SUSAN and ROBERT in regards to disclosed assets and
4 debts. The parties further acknowledge that they have entered into this stipulated
5 Decree of Divorce without undue influence or coercion, or misrepresentation, or for
6 any other cause except as stated herein.

7 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that this
8 Stipulated Decree of Divorce shall serve as a final settlement of one-hundred
9 percent (100%) of all claims the parties have against the other, including any non-
10 addressed requests for reimbursement from the other and any marital tort claims
11 that either party may have against the other.

12 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that ROBERT
13 shall be responsible for one hundred percent (100%) of his own attorney's fees and
14 costs. Further, ROBERT shall be responsible for up to Five Thousand Dollars
15 (\$5,000) of SUSAN'S outstanding attorney's fees and costs, which ROBERT shall
16 pay to The Abrams Law Firm, LLC, within ten (10) days of his counsel being notified
17 of the final bill. SUSAN shall be solely and separately responsible for any and all
18 outstanding fees owed to her counsel over and above the Five Thousand Dollars
19 (\$5,000.00) addressed herein.

20 ///

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1 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that SUSAN
2 desires to restore her maiden name, to wit: SUSAN VICTORIA HAYDEN, as her full
3 and legal name.

4 Dated this 12th day of July, 2012.

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SUSAN VICTORIA REYNOLDS
THE ABRAMS LAW FIRM, LLC

Vincent Mayo, Esq.
Nevada State Bar Number: 8564
6252 South Rainbow Blvd., Suite 100
Las Vegas, Nevada 89118
Tel: (702) 222-4021
Fax: (702) 248-9750
Attorney for Plaintiff


DISTRICT COURT JUDGE

T. ART RITCHIE, JR.
ROBERT WILLIAM REYNOLDS

KUNIN & CARMAN



Michael P. Carman, Esq.
Nevada State Bar Number: 7639
3551 E. Bonanza Rd., #110
Las Vegas, Nevada 89110
Tel: (702) 438-8060
Fax: (702) 438-8077
Attorney for Defendant

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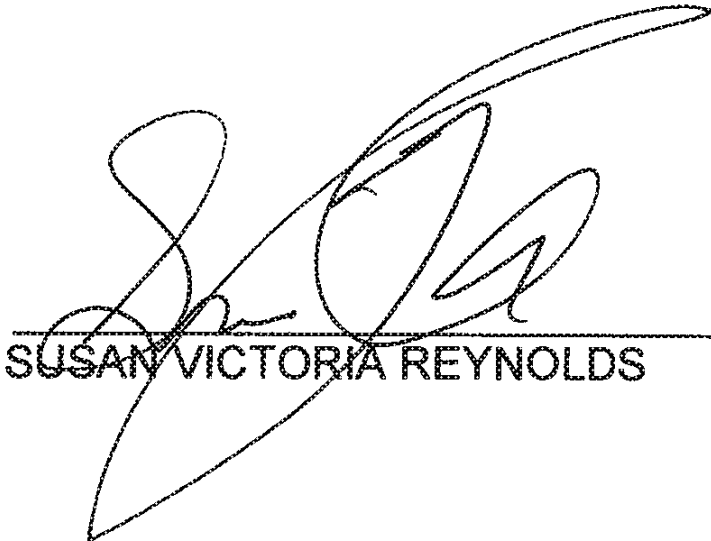
VERIFICATION

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

SUSAN VICTORIA REYNOLDS, under penalties of perjury, being first duly sworn, deposes and says:

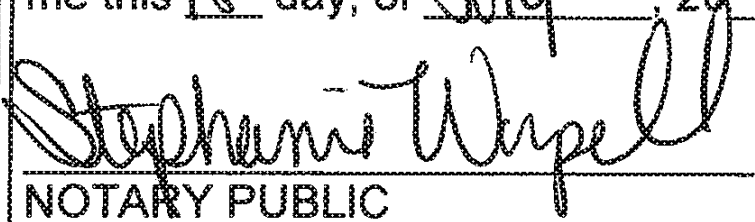
That she is the Plaintiff in the above entitled action; that she has read the foregoing STIPULATED DECREE OF DIVORCE and knows the contents thereof; that the same is true of her own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, she believes them to be true.

Dated this 18 day, of July, 2012.

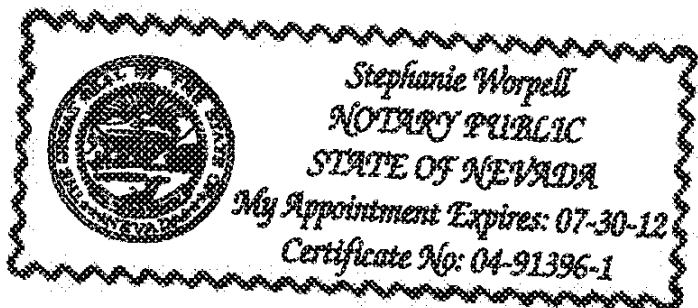


SUSAN VICTORIA REYNOLDS

SUBSCRIBED and SWORN to before me this 18 day, of July, 2012.



NOTARY PUBLIC



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VERIFICATION

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

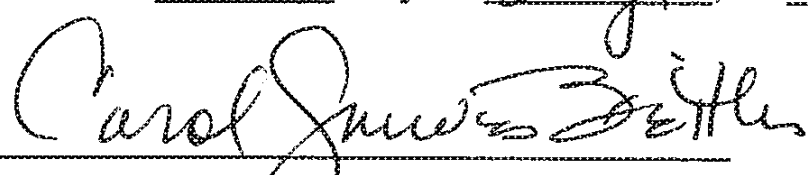
ROBERT WILLIAM REYNOLDS, under penalties of perjury, being first duly sworn, deposes and says:

That he is the Defendant in the above entitled action; that he has read the foregoing STIPULATED DECREE OF DIVORCE and knows the contents thereof; that the same is true of his own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, he believes them to be true.

Dated this 12th day, of July, 2012.


ROBERT WILLIAM REYNOLDS

SUBSCRIBED and SWORN to before
me this 12th day of July, 2012.


NOTARY PUBLIC

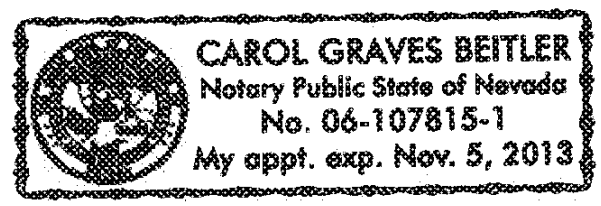


EXHIBIT A

Date	Interest	Principal	Balance
Jul, 2012	\$1,822.92	\$9,546.92	\$615,453.08
Aug, 2012	\$1,795.07	\$9,574.77	\$605,878.31
Sep, 2012	\$1,767.15	\$9,602.70	\$596,275.61
Oct, 2012	\$1,739.14	\$9,630.70	\$586,644.91
Nov, 2012	\$1,711.05	\$9,658.79	\$576,986.12
Dec, 2012	\$1,682.88	\$9,686.96	\$567,299.15
Jan, 2013	\$1,654.62	\$9,715.22	\$557,583.93
Feb, 2013	\$1,626.29	\$9,743.55	\$547,840.38
Mar, 2013	\$1,597.87	\$9,771.97	\$538,068.41
Apr, 2013	\$1,569.37	\$9,800.47	\$528,267.93
May, 2013	\$1,540.78	\$9,829.06	\$518,438.87
Jun, 2013	\$1,512.11	\$9,857.73	\$508,581.14
Jul, 2013	\$1,483.36	\$9,886.48	\$498,694.67
Aug, 2013	\$1,454.53	\$9,915.31	\$488,779.35
Sep, 2013	\$1,425.61	\$9,944.23	\$478,835.12
Oct, 2013	\$1,396.60	\$9,973.24	\$468,861.88
Nov, 2013	\$1,367.51	\$10,002.33	\$458,859.55
Dec, 2013	\$1,338.34	\$10,031.50	\$448,828.05
Jan, 2014	\$1,309.08	\$10,060.76	\$438,767.29
Feb, 2014	\$1,279.74	\$10,090.10	\$428,677.19
Mar, 2014	\$1,250.31	\$10,119.53	\$418,557.66

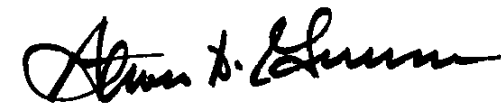
Date	Interest	Principal	Balance
Apr, 2014	\$1,220.79	\$10,149.05	\$408,408.61
May, 2014	\$1,191.19	\$10,178.65	\$398,229.96
Jun, 2014	\$1,161.50	\$10,208.34	\$388,021.63
Jul, 2014	\$1,131.73	\$10,238.11	\$377,783.51
Aug, 2014	\$1,101.87	\$10,267.97	\$367,515.54
Sep, 2014	\$1,071.92	\$10,297.92	\$357,217.62
Oct, 2014	\$1,041.88	\$10,327.96	\$346,889.67
Nov, 2014	\$1,011.76	\$10,358.08	\$336,531.59
Dec, 2014	\$981.55	\$10,388.29	\$326,143.30
Jan, 2015	\$951.25	\$10,418.59	\$315,724.71
Feb, 2015	\$920.86	\$10,448.98	\$305,275.73
Mar, 2015	\$890.39	\$10,479.45	\$294,796.28
Apr, 2015	\$859.82	\$10,510.02	\$284,286.26
May, 2015	\$829.17	\$10,540.67	\$273,745.59
Jun, 2015	\$798.42	\$10,571.42	\$263,174.17
Jul, 2015	\$767.59	\$10,602.25	\$252,571.92
Aug, 2015	\$736.67	\$10,633.17	\$241,938.75
Sep, 2015	\$705.65	\$10,664.19	\$231,274.56
Oct, 2015	\$674.55	\$10,695.29	\$220,579.27
Nov, 2015	\$643.36	\$10,726.48	\$209,852.79
Dec, 2015	\$612.07	\$10,757.77	\$199,095.02

Date	Interest	Principal	Balance
Jan, 2016	\$580.69	\$10,789.15	\$188,305.87
Feb, 2016	\$549.23	\$10,820.62	\$177,485.26
Mar, 2016	\$517.67	\$10,852.18	\$166,633.08
Apr, 2016	\$486.01	\$10,883.83	\$155,749.26
May, 2016	\$454.27	\$10,915.57	\$144,833.68
Jun, 2016	\$422.43	\$10,947.41	\$133,886.27
Jul, 2016	\$390.50	\$10,979.34	\$122,906.94
Aug, 2016	\$358.48	\$11,011.36	\$111,895.57
Sep, 2016	\$326.36	\$11,043.48	\$100,852.09
Oct, 2016	\$294.15	\$11,075.69	\$89,776.41
Nov, 2016	\$261.85	\$11,107.99	\$78,668.41
Dec, 2016	\$229.45	\$11,140.39	\$67,528.02
Jan, 2017	\$196.96	\$11,172.88	\$56,355.14
Feb, 2017	\$164.37	\$11,205.47	\$45,149.67
Mar, 2017	\$131.69	\$11,238.15	\$33,911.51
Apr, 2017	\$98.91	\$11,270.93	\$22,640.58
May, 2017	\$66.04	\$11,303.81	\$11,336.78
Jun, 2017	\$33.07	\$11,336.78	\$0.00

EXHIBIT B

Date	Interest	Principal	Balance
Jul, 2017	\$1,406.25	\$9,748.85	\$365,251.15
Aug, 2017	\$1,369.69	\$9,785.40	\$355,465.75
Sep, 2017	\$1,333.00	\$9,822.10	\$345,643.65
Oct, 2017	\$1,296.16	\$9,858.93	\$335,784.72
Nov, 2017	\$1,259.19	\$9,895.90	\$325,888.81
Dec, 2017	\$1,222.08	\$9,933.01	\$315,955.80
Jan, 2018	\$1,184.83	\$9,970.26	\$305,985.54
Feb, 2018	\$1,147.45	\$10,007.65	\$295,977.88
Mar, 2018	\$1,109.92	\$10,045.18	\$285,932.70
Apr, 2018	\$1,072.25	\$10,082.85	\$275,849.86
May, 2018	\$1,034.44	\$10,120.66	\$265,729.20
Jun, 2018	\$996.48	\$10,158.61	\$255,570.58
Jul, 2018	\$958.39	\$10,196.71	\$245,373.88
Aug, 2018	\$920.15	\$10,234.94	\$235,138.93
Sep, 2018	\$881.77	\$10,273.33	\$224,865.61
Oct, 2018	\$843.25	\$10,311.85	\$214,553.76
Nov, 2018	\$804.58	\$10,350.52	\$204,203.24
Dec, 2018	\$765.76	\$10,389.33	\$193,813.90
Jan, 2019	\$726.80	\$10,428.29	\$183,385.61
Feb, 2019	\$687.70	\$10,467.40	\$172,918.21
Mar, 2019	\$648.44	\$10,506.65	\$162,411.55

Date	Interest	Principal	Balance
Apr, 2019	\$609.04	\$10,546.05	\$151,865.50
May, 2019	\$569.50	\$10,585.60	\$141,279.90
Jun, 2019	\$529.80	\$10,625.30	\$130,654.60
Jul, 2019	\$489.95	\$10,665.14	\$119,989.46
Aug, 2019	\$449.96	\$10,705.14	\$109,284.32
Sep, 2019	\$409.82	\$10,745.28	\$98,539.04
Oct, 2019	\$369.52	\$10,785.58	\$87,753.47
Nov, 2019	\$329.08	\$10,826.02	\$76,927.45
Dec, 2019	\$288.48	\$10,866.62	\$66,060.83
Jan, 2020	\$247.73	\$10,907.37	\$55,153.46
Feb, 2020	\$206.83	\$10,948.27	\$44,205.19
Mar, 2020	\$165.77	\$10,989.33	\$33,215.86
Apr, 2020	\$124.56	\$11,030.54	\$22,185.32
May, 2020	\$83.19	\$11,071.90	\$11,113.42
Jun, 2020	\$41.68	\$11,113.42	\$0.00



CLERK OF THE COURT

1 **NOTC**

2 Vincent Mayo, Esq.
3 Nevada State Bar Number: 8564
4 THE ABRAMS LAW FIRM, LLC
5 6252 South Rainbow Blvd., Suite 100
6 Las Vegas, Nevada 89118
7 Tel: (702) 222-4021
8 Fax: (702) 248-9750
9 Email: vmayo@theabramslawfirm.com
10 Attorney for Plaintiff

11 Eighth Judicial District Court
12 Family Division
13 Clark County, Nevada

14 SUSAN VICTORIA REYNOLDS,)	Case No.: D-11-448466-D
)	
15 Plaintiff,)	Department: H
)	
16 vs.)	
)	
17 ROBERT WILLIAM REYNOLDS,)	
)	
18 Defendant.)	
)	

19 **NOTICE OF ENTRY OF DECREE OF DIVORCE**

20 PLEASE TAKE NOTICE that the Stipulated Decree of Divorce was duly
21 entered in the above-referenced matter. A true and correct copy of said Decree is
22 attached hereto.

23 DATED Friday, July 27, 2012.

24 Respectfully Submitted,

THE ABRAMS LAW FIRM, LLC

Vincent Mayo, Esq.
Nevada State Bar Number: 8564
6252 South Rainbow Blvd., Suite 100
Las Vegas, Nevada 89118
Attorney for Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that on Monday, July 30, 2012, service of the above NOTICE
OF ENTRY OF DECREE OF DIVORCE was made to the following interested
parties, as set forth below:

☒ Via 1st Class U.S. Mail, postage fully prepaid, addressed to:

Michael P. Carman, Esq.
3551 E. Bonanza Road
Suite 110
Las Vegas, NV 89110
Attorney for Defendant

☐ Via facsimile pursuant to the Consent To Service Via Facsimile on file
herein to:

Michael P. Carman, Esq.
Fax Number: (702) 438-8077

And, via 1st Class U.S. Mail, postage fully prepaid, addressed to:

Ms. Susan V. Reynolds
Plaintiff


An Employee of The Abrams Law Firm, LLC



CLERK OF THE COURT

1 **DECD**
2 Vincent Mayo, Esq.
3 Nevada State Bar Number: 8564
4 The Abrams Law Firm, LLC
5 6252 South Rainbow Blvd., Suite 100
6 Las Vegas, Nevada 89118
7 Tel: (702) 222-4021
8 Fax: (702) 248-9750
9 Email: vmayo@theabramslawfirm.com
10 Attorney for Plaintiff

Eighth Judicial District Court
Family Division
Clark County, Nevada

8 **SUSAN VICTORIA REYNOLDS,**) Case No.: D-11-448466-D
9 Plaintiff,) Department: H
10 vs.) Date: 6-12-12
11 **ROBERT WILLIAM REYNOLDS,**)
12 Defendant.)

14 **STIPULATED DECREE OF DIVORCE**

15 **COME NOW** the parties, Plaintiff, SUSAN VICTORIA REYNOLDS, by and
16 through her attorney of record, VINCENT MAYO, ESQ., of THE ABRAMS LAW
17 FIRM, LLC, and Defendant, ROBERT WILLIAM REYNOLDS, by and through his
18 attorney of record, MICHAEL P. CARMAN, ESQ., of KUNIN & CARMAN, and
19 hereby submit this matter to the Court, with the terms in this Decree of Divorce set
20 forth in full on the record at the June 12, 2012 hearing.

21 The Court was fully advised as to the law and the facts of the case, and finds
22 that: The parties were married on September 9, 2009 in Las Vegas, Nevada and
23 since that time have remained husband and wife; there are no minor children born of
24 this marriage; the Plaintiff is not pregnant; that the parties are incompatible and

Non-Trial Dispositions:

<input type="checkbox"/> Other	<input type="checkbox"/> Settled/Withdrawn:
<input type="checkbox"/> Dismissed - Want of Prosecution	<input type="checkbox"/> Without Judicial Conf/Hrg
<input type="checkbox"/> Involuntary (Statutory) Dismissal	<input checked="" type="checkbox"/> With Judicial Conf/Hrg
<input type="checkbox"/> Default Judgment	<input type="checkbox"/> By ADR
<input type="checkbox"/> Transferred	
<u>Trial Dispositions:</u>	
<input type="checkbox"/> Disposed After Trial Start	<input type="checkbox"/> Judgment Reached by Trial

JUL 19 2012

1 unable to reconcile, that this Court has complete jurisdiction in the premises, both as
2 to the subject matter, as well as the parties, pursuant to Chapter 125 of the Nevada
3 Revised Statutes; the Plaintiff is an actual and bona fide resident of the County of
4 Clark, State of Nevada, and was actually domiciled herein for more than six (6)
5 weeks immediately preceding the commencement of this action; all of the
6 jurisdictional allegations contained in Plaintiff's Complaint for Divorce are true as
7 therein alleged and, with Defendant having answered Plaintiff's Complaint and both
8 parties having waived Findings of Fact, Conclusions of Law, and written Notice of
9 Entry of Judgment in said cause;

10 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the bonds of
11 matrimony existing between Plaintiff, SUSAN VICTORIA REYNOLDS (hereinafter
12 referred to as "SUSAN"), and Defendant, ROBERT WILLIAM REYNOLDS,
13 (hereinafter referred to as "ROBERT"), be, and the same are wholly dissolved, and
14 an absolute Decree of Divorce is hereby granted to SUSAN, and each of the parties
15 is restored to the status of a single, unmarried person.

16 **ASSETS**

17 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that SUSAN is
18 awarded the following as her sole and separate property:

- 19 1. The Chase bank account, ending in 7176.
- 20 2. The Chase bank account, ending in 4533.
- 21 3. In exchange for her community interest in CPAlead, LLC / Monetize
22 Mobile, LLC, Social Music, LLC and QuizMe, LLC (collectively "CPAlead, LLC"),
23 SUSAN shall receive the following property equalization to be paid by ROBERT to
24 SUSAN as follows:

1 (1) Three Hundred Thousand Dollars (\$300,000), payable within ten (10)
2 days of the entry of the Decree of Divorce; and

3 (2) One Million Dollars (\$1,000,000), amortized on a monthly basis and
4 payable over eight (8) years. Such monthly payments, which will be due and payable
5 on the first of every month, shall be subject to three and one-half percent
6 (3.5%) interest per annum paid monthly for an initial period of five (5) years.
7 Attached as Exhibit "A" is the amortization schedule for years one (1) through five
8 (5). For years six (6) through eight (8), the monthly payments shall be subject to
9 four and one-half percent (4.5%) interest per annum paid monthly. Attached as
10 Exhibit "B" is the amortization schedule for years six (6) through eight (8). However,
11 there shall be no prepayment penalties. Said obligation shall not be dischargeable
12 by ROBERT in bankruptcy.

13 4. If any interest in CPAlead, LLC, is sold from the time of divorce through
14 the next eight (8) years, SUSAN shall be entitled to Twenty Five Percent (25%) of
15 the net proceeds, up to a total amount of One Million Dollars (\$1,000,000) in addition
16 to her interest in the business as stated hereinabove. SUSAN shall receive her
17 Twenty Five Percent (25%) interest in the sales proceeds up to the maximum of
18 \$1,000,000 even if there is only a partial sale of the business. The "net sales
19 proceeds" SUSAN would be entitled to would be no less than the net sales proceeds
20 that all other owners are equally entitled to.

21 5. The 2006 Lexus SC 430, Vehicle Identification Number
22 TTHFN48Y7690056118.

23 6. SUSAN'S cats, namely Zelda and Link.

24 7. Any and all furniture, furnishings, electronics, kitchenware, linens,

1 paintings, antiques, accessories, sporting goods, etc., currently in SUSAN'S
2 possession or control.

3 8. SUSAN'S jewelry, clothes, shoes, memorabilia and other personal
4 property of SUSAN'S.

5 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that ROBERT is
6 awarded the following as his sole and separate property:

7 1. The Chase bank account, ending in 2319.

8 2. The Chase bank account, ending in 9846.

9 3. Any and all interest in CPAlead, LLC / Monetize Mobile, LLC, Social
10 Music, LLC and QuizMe, LLC, (collectively "CPAlead, LLC") and any assets related
11 thereto, including bank accounts, real property, vehicles, patents and other
12 intellectual property, real property, office equipment, accounts receivable, etc.

13 4. The 2006 BMW M6, subject to any and all loans and expenses
14 thereon.

15 5. The Obama Denver convention speech script presently in SUSAN'S
16 possession.

17 6. Any and all furniture, furnishings, electronics, kitchenware, linens,
18 paintings, antiques, accessories, sporting goods, etc., currently in ROBERT'S
19 possession or control.

20 7. ROBERT'S jewelry, clothes, shoes, memorabilia and other personal
21 property of ROBERT'S.

22 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that in the event
23 any other business interest or investment has been omitted from this Decree that
24 would have been community property or otherwise jointly-held property under the

1 law applicable as of the date hereof, the non-concealing party shall be entitled to an
2 a division of the community interest in same, with the court reserving jurisdiction to
3 adjudicate said assets.

4 **DEBTS**

5 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that SUSAN
6 shall assume the following obligations, indemnify and hold ROBERT harmless
7 therefrom:

- 8 1. Any and all credit cards in SUSAN'S name.
- 9 2. Any and all other debts related to the property awarded to SUSAN in
10 this Decree of Divorce.
- 11 3. Any and all other debts in SUSAN'S name alone, or held jointly with
12 anyone other than ROBERT, which are not otherwise provided for herein.

13 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that ROBERT
14 shall assume the following obligations, indemnify and hold SUSAN harmless
15 therefrom:

- 16 1. Any and all credit cards in ROBERT'S name.
- 17 2. Any and all other debts related to the property awarded to ROBERT in
18 this Decree of Divorce, including but not limited to debts and obligations for
19 CPAlead, LLC / Monetize Mobile, LLC, Social Music, LLC, and QuizMe, LLC.
- 20 3. Any tax debt or liability addressed below.
- 21 4. Any and all other debts in ROBERT'S name alone, or held jointly with
22 anyone other than SUSAN, which are not otherwise provided for herein.

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party
24 to whom the community debt sets forth in the preceding paragraphs are to be

1 assigned will endeavor within thirty (30) days of the entry of the parties' Decree of
2 Divorce, unless another time is otherwise states herein for any specific debt, to
3 remove the other party's name as a responsible party for those various community
4 debts, vis a vis the respective creditors if possible, unless otherwise specified herein.
5 The parties understand that this Court is without jurisdiction to order any such
6 creditor to so act, and in the case of a breach of this Agreement by either party, said
7 creditors may have, as one of their available remedies the option of pursuing
8 payment for any of the aforementioned community debts, from the party designated
9 as the non-responsible party under this Agreement, should the removal of the party's
10 name from the debt have been impossible prior to that time. The party being so
11 held, in turn, has as his or her remedy the ability to seek redress of this Court to hold
12 the other in contempt of this Agreement. Understanding the foregoing, the parties
13 agree that, should immediate removal of the other party's name from these
14 respective community debts be impossible, vis a vis the respective creditors, the
15 responsible party shall attempt at least once per year, to accomplish said removal,
16 and provide documentary proof of such attempt, successful or not, to the other,
17 paying any and all fees associated therewith. Each party shall pay any and all other
18 debts separately acquired by that party, holding the non-acquiring party harmless
19 therefrom.

20 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party
21 agrees that if any claim, action or proceeding is brought seeking to hold the other
22 party liable on account of any debt, obligation, liability, act or omission assumed by
23 the other party, such party will, at his or her sole expense, defend the other against
24 any such claim or demand and that he or she will indemnify, defend and hold

1 harmless the other party.

2 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if any joint
3 debt, obligation, liability, act or omission creating such liability has been omitted from
4 this Decree and is subsequently discovered, either party may petition the Court for
5 an allocation of that debt, obligation, liability, or liability arising from such act or
6 omission.

7 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parties
8 each have verified to the other that they have made a full disclosure of all debts
9 known to them.

10 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that except as
11 specifically set forth herein, each party hereto is released and absolved from any
12 and all obligations and liabilities for future acts and duties of the other, and except as
13 specified herein, each of the parties hereby releases the other from any and all
14 liabilities, debts, or obligations of every kind or character incurred up to this date.

15 **WAIVER ALIMONY**

16 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that in
17 consideration of the terms agreed upon in this Decree of Divorce, SUSAN waives
18 payment of alimony from ROBERT, both now and in the future. ROBERT, likewise,
19 is not entitled to an award of alimony from SUSAN, both now and in the future.

20 However, in the event that the Decree of Divorce is not filed by July 1, 2012,
21 ROBERT shall advance SUSAN Five Thousand Five Hundred Dollars (\$5,500) on
22 July 1, 2012 against the initial Three Hundred Thousand Dollars (\$300,000) he is
23 pay her for her buy-out as set forth above. The \$5,500 advance is to cover SUSAN'S
24 monthly expenses in July of 2012. Said advance is not to be construed as post-

1 divorce alimony or otherwise financial support from ROBERT to SUSAN.

2 **INSURANCE POLICY**

3 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that SUSAN
4 shall be entitled to obtain and maintain a life insurance policy in the amount of Five
5 Hundred Thousand Dollars (\$500,000.00) with ROBERT as the insured and with
6 SUSAN as the beneficiary during the payment period of the equalization buy-out as
7 stated above. ROBERT shall cooperate as necessary for SUSAN to obtain and
8 maintain the insurance policy, with said cooperation consisting of, but not limited to,
9 undergoing physical examinations, providing requested information, etc. SUSAN
10 shall be the owner of the policy and shall be entitled to all information and
11 documentation related to the policy.

12 **TAXES**

13 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parties
14 shall file a joint income tax return for 2011 and ROBERT shall be solely responsible
15 for any tax liability resulting from same. In the event the parties are audited by the
16 Internal Revenue Service for returns filed during the parties' marriage (2009 through
17 2011) and additional taxes, penalties, and/or interest is assessed, ROBERT shall be
18 One Hundred Percent (100%) responsible for any amounts due. Further, the parties
19 will file separate tax returns for the 2012 tax year and each year thereafter, with the
20 parties individually retaining any refunds from their respective returns as well as
21 being solely responsible on any separate liability. Starting with the 2012, the parties
22 shall each be entitled to one hundred percent (100%) of the deduction and loss carry
23 forwards for the assets specifically awarded to them, respectively, in this Decree of
24 Divorce.

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the amounts
2 received by either party pursuant to the section titled "Assets" are considered
3 property division pursuant to a divorce and are not a taxable event.

4 **MISCELLANEOUS**

5 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party
6 shall execute any and all legal documents, certificates of title, bills of sale, quitclaim
7 deeds or other evidence of transfer necessary to effectuate this Decree within thirty
8 (30) days of the entry of this Decree, unless another time for a specific asset is
9 specified otherwise above. Should either party fail to execute any of said documents
10 to transfer interest to the other, then it is agreed that this Decree shall constitute a
11 full transfer of the interest of one to the other, as herein provided, and it is further
12 agreed that pursuant to NRCP 70, the Clerk of the Court or the Judge assigned to
13 the case shall be deemed to have hereby been appointed and empowered to sign,
14 on behalf of the non-signing party, any of the said documents of transfer which have
15 not been executed by the party otherwise responsible for such.

16 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party
17 acknowledges that they have read this Decree of Divorce and fully understand the
18 contents and accept the same as equitable and just, that the parties agree this
19 Decree of Divorce has been reached via negotiation and in the spirit of compromise,
20 and that there has been no promise, agreement or understanding of either of the
21 parties to the other except as set forth herein, which have been relied upon by either
22 as a matter of inducement to enter into this agreement, and each party hereto has
23 had the opportunity and actually has been independently advised by an attorney.
24 The parties further acknowledge that this stipulated Decree of Divorce is a global

1 resolution of their case and that each provision herein is made in consideration of all
2 the terms in the Decree of Divorce as a whole, thereby resolving all property and
3 debt claims between SUSAN and ROBERT in regards to disclosed assets and
4 debts. The parties further acknowledge that they have entered into this stipulated
5 Decree of Divorce without undue influence or coercion, or misrepresentation, or for
6 any other cause except as stated herein.

7 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that this
8 Stipulated Decree of Divorce shall serve as a final settlement of one-hundred
9 percent (100%) of all claims the parties have against the other, including any non-
10 addressed requests for reimbursement from the other and any marital tort claims
11 that either party may have against the other.

12 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that ROBERT
13 shall be responsible for one hundred percent (100%) of his own attorney's fees and
14 costs. Further, ROBERT shall be responsible for up to Five Thousand Dollars
15 (\$5,000) of SUSAN'S outstanding attorney's fees and costs, which ROBERT shall
16 pay to The Abrams Law Firm, LLC, within ten (10) days of his counsel being notified
17 of the final bill. SUSAN shall be solely and separately responsible for any and all
18 outstanding fees owed to her counsel over and above the Five Thousand Dollars
19 (\$5,000.00) addressed herein.

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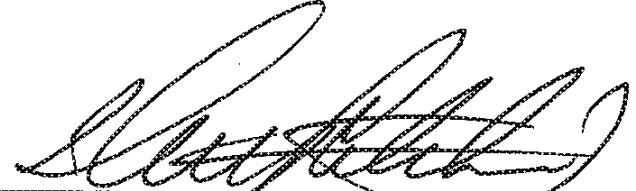

1 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that SUSAN
2 desires to restore her maiden name, to wit: SUSAN VICTORIA HAYDEN, as her full
3 and legal name.

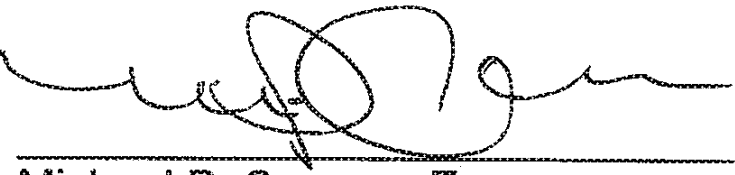
4 Dated this 12th day of July, 2012.

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7 
8 SUSAN VICTORIA REYNOLDS
9 THE ABRAMS LAW FIRM, LLC

10
11 Vincent Mayo, Esq.
12 Nevada State Bar Number: 8564
13 6252 South Rainbow Blvd., Suite 100
14 Las Vegas, Nevada 89118
15 Tel: (702) 222-4021
16 Fax: (702) 248-9750
17 Attorney for Plaintiff

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19 ///
20 ///
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DISTRICT COURT JUDGE

T. ART RITCHIE, JR.
ROBERT WILLIAM REYNOLDS
KUNIN & CARMAN


Michael P. Carman, Esq.
Nevada State Bar Number: 7639
3551 E. Bonanza Rd., #110
Las Vegas, Nevada 89110
Tel: (702) 438-8060
Fax: (702) 438-8077
Attorney for Defendant

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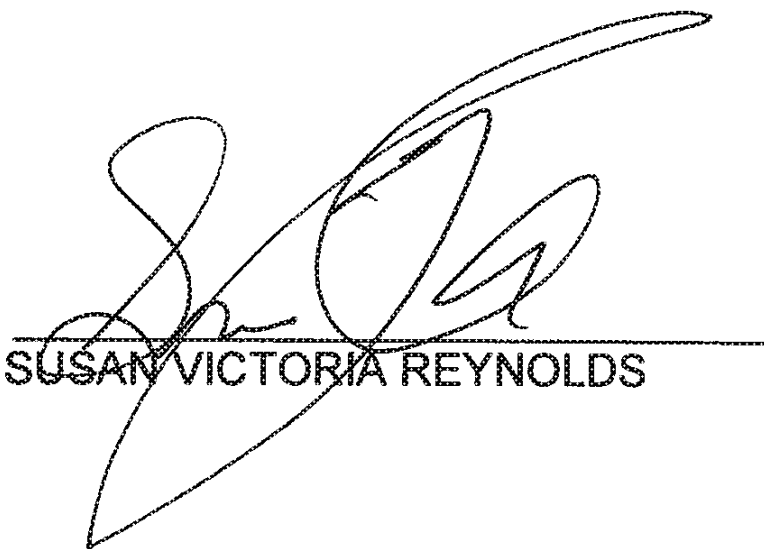
VERIFICATION

STATE OF NEVADA)
)
COUNTY OF CLARK) ss:

SUSAN VICTORIA REYNOLDS, under penalties of perjury, being first duly sworn, deposes and says:

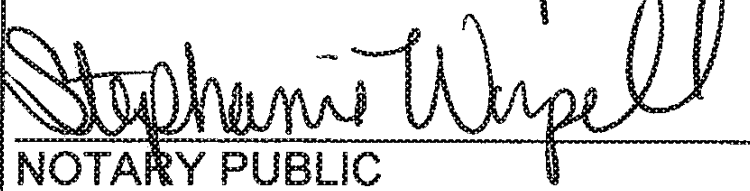
That she is the Plaintiff in the above entitled action; that she has read the foregoing STIPULATED DECREE OF DIVORCE and knows the contents thereof; that the same is true of her own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, she believes them to be true.

Dated this 18 day, of July, 2012.



SUSAN VICTORIA REYNOLDS

SUBSCRIBED and SWORN to before me this 18 day, of July, 2012.



NOTARY PUBLIC



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VERIFICATION

STATE OF NEVADA)
)
COUNTY OF CLARK) ss:

ROBERT WILLIAM REYNOLDS, under penalties of perjury, being first duly sworn, deposes and says:

That he is the Defendant in the above entitled action; that he has read the foregoing STIPULATED DECREE OF DIVORCE and knows the contents thereof; that the same is true of his own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, he believes them to be true.

Dated this 12th day, of July, 2012.


ROBERT WILLIAM REYNOLDS

SUBSCRIBED and SWORN to before
me this 12th day of July, 2012.



NOTARY PUBLIC

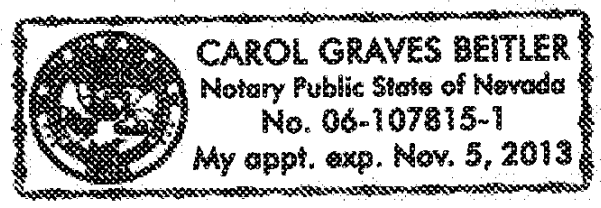


EXHIBIT A

Date	Interest	Principal	Balance
Jul, 2012	\$1,822.92	\$9,546.92	\$615,453.08
Aug, 2012	\$1,795.07	\$9,574.77	\$605,878.31
Sep, 2012	\$1,767.15	\$9,602.70	\$596,275.61
Oct, 2012	\$1,739.14	\$9,630.70	\$586,644.91
Nov, 2012	\$1,711.05	\$9,658.79	\$576,986.12
Dec, 2012	\$1,682.88	\$9,686.96	\$567,299.15
Jan, 2013	\$1,654.62	\$9,715.22	\$557,583.93
Feb, 2013	\$1,626.29	\$9,743.55	\$547,840.38
Mar, 2013	\$1,597.87	\$9,771.97	\$538,068.41
Apr, 2013	\$1,569.37	\$9,800.47	\$528,267.93
May, 2013	\$1,540.78	\$9,829.06	\$518,438.87
Jun, 2013	\$1,512.11	\$9,857.73	\$508,581.14
Jul, 2013	\$1,483.36	\$9,886.48	\$498,694.67
Aug, 2013	\$1,454.53	\$9,915.31	\$488,779.35
Sep, 2013	\$1,425.61	\$9,944.23	\$478,835.12
Oct, 2013	\$1,396.60	\$9,973.24	\$468,861.88
Nov, 2013	\$1,367.51	\$10,002.33	\$458,859.55
Dec, 2013	\$1,338.34	\$10,031.50	\$448,828.05
Jan, 2014	\$1,309.08	\$10,060.76	\$438,767.29
Feb, 2014	\$1,279.74	\$10,090.10	\$428,677.19
Mar, 2014	\$1,250.31	\$10,119.53	\$418,557.66

Date	Interest	Principal	Balance
Apr, 2014	\$1,220.79	\$10,149.05	\$408,408.61
May, 2014	\$1,191.19	\$10,178.65	\$398,229.96
Jun, 2014	\$1,161.50	\$10,208.34	\$388,021.63
Jul, 2014	\$1,131.73	\$10,238.11	\$377,783.51
Aug, 2014	\$1,101.87	\$10,267.97	\$367,515.54
Sep, 2014	\$1,071.92	\$10,297.92	\$357,217.62
Oct, 2014	\$1,041.88	\$10,327.96	\$346,889.67
Nov, 2014	\$1,011.76	\$10,358.08	\$336,531.59
Dec, 2014	\$981.55	\$10,388.29	\$326,143.30
Jan, 2015	\$951.25	\$10,418.59	\$315,724.71
Feb, 2015	\$920.86	\$10,448.98	\$305,275.73
Mar, 2015	\$890.39	\$10,479.45	\$294,796.28
Apr, 2015	\$859.82	\$10,510.02	\$284,286.26
May, 2015	\$829.17	\$10,540.67	\$273,745.59
Jun, 2015	\$798.42	\$10,571.42	\$263,174.17
Jul, 2015	\$767.59	\$10,602.25	\$252,571.92
Aug, 2015	\$736.67	\$10,633.17	\$241,938.75
Sep, 2015	\$705.65	\$10,664.19	\$231,274.56
Oct, 2015	\$674.55	\$10,695.29	\$220,579.27
Nov, 2015	\$643.36	\$10,726.48	\$209,852.79
Dec, 2015	\$612.07	\$10,757.77	\$199,095.02

Date	Interest	Principal	Balance
Jan, 2016	\$580.69	\$10,789.15	\$188,305.87
Feb, 2016	\$549.23	\$10,820.62	\$177,485.26
Mar, 2016	\$517.67	\$10,852.18	\$166,633.08
Apr, 2016	\$486.01	\$10,883.83	\$155,749.26
May, 2016	\$454.27	\$10,915.57	\$144,833.68
Jun, 2016	\$422.43	\$10,947.41	\$133,886.27
Jul, 2016	\$390.50	\$10,979.34	\$122,906.94
Aug, 2016	\$358.48	\$11,011.36	\$111,895.57
Sep, 2016	\$326.36	\$11,043.48	\$100,852.09
Oct, 2016	\$294.15	\$11,075.69	\$89,776.41
Nov, 2016	\$261.85	\$11,107.99	\$78,668.41
Dec, 2016	\$229.45	\$11,140.39	\$67,528.02
Jan, 2017	\$196.96	\$11,172.88	\$56,355.14
Feb, 2017	\$164.37	\$11,205.47	\$45,149.67
Mar, 2017	\$131.69	\$11,238.15	\$33,911.51
Apr, 2017	\$98.91	\$11,270.93	\$22,640.58
May, 2017	\$66.04	\$11,303.81	\$11,336.78
Jun, 2017	\$33.07	\$11,336.78	\$0.00

EXHIBIT B

Date	Interest	Principal	Balance
Jul, 2017	\$1,406.25	\$9,748.85	\$365,251.15
Aug, 2017	\$1,369.69	\$9,785.40	\$355,465.75
Sep, 2017	\$1,333.00	\$9,822.10	\$345,643.65
Oct, 2017	\$1,296.16	\$9,858.93	\$335,784.72
Nov, 2017	\$1,259.19	\$9,895.90	\$325,888.81
Dec, 2017	\$1,222.08	\$9,933.01	\$315,955.80
Jan, 2018	\$1,184.83	\$9,970.26	\$305,985.54
Feb, 2018	\$1,147.45	\$10,007.65	\$295,977.88
Mar, 2018	\$1,109.92	\$10,045.18	\$285,932.70
Apr, 2018	\$1,072.25	\$10,082.85	\$275,849.86
May, 2018	\$1,034.44	\$10,120.66	\$265,729.20
Jun, 2018	\$996.48	\$10,158.61	\$255,570.58
Jul, 2018	\$958.39	\$10,196.71	\$245,373.88
Aug, 2018	\$920.15	\$10,234.94	\$235,138.93
Sep, 2018	\$881.77	\$10,273.33	\$224,865.61
Oct, 2018	\$843.25	\$10,311.85	\$214,553.76
Nov, 2018	\$804.58	\$10,350.52	\$204,203.24
Dec, 2018	\$765.76	\$10,389.33	\$193,813.90
Jan, 2019	\$726.80	\$10,428.29	\$183,385.61
Feb, 2019	\$687.70	\$10,467.40	\$172,918.21
Mar, 2019	\$648.44	\$10,506.65	\$162,411.55

Date	Interest	Principal	Balance
Apr, 2019	\$609.04	\$10,546.05	\$151,865.50
May, 2019	\$569.50	\$10,585.60	\$141,279.90
Jun, 2019	\$529.80	\$10,625.30	\$130,654.60
Jul, 2019	\$489.95	\$10,665.14	\$119,989.46
Aug, 2019	\$449.96	\$10,705.14	\$109,284.32
Sep, 2019	\$409.82	\$10,745.28	\$98,539.04
Oct, 2019	\$369.52	\$10,785.58	\$87,753.47
Nov, 2019	\$329.08	\$10,826.02	\$76,927.45
Dec, 2019	\$288.48	\$10,866.62	\$66,060.83
Jan, 2020	\$247.73	\$10,907.37	\$55,153.46
Feb, 2020	\$206.83	\$10,948.27	\$44,205.19
Mar, 2020	\$165.77	\$10,989.33	\$33,215.86
Apr, 2020	\$124.56	\$11,030.54	\$22,185.32
May, 2020	\$83.19	\$11,071.90	\$11,113.42
Jun, 2020	\$41.68	\$11,113.42	\$0.00

525
MOT
Name: Susan Victoria Hayden
Address: 3248 Little Stream St.
Las Vegas, NV, 89135
Telephone: (702) 757-7411
Email Address: dirtyjeepgirl@yahoo.com
In Proper Person



FILED

2016 MAR 23 A 11:10

Ann J. Johnson
CLERK OF THE COURT

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Susan Victoria Hayden
Plaintiff,

vs.

Robert William Reynolds
Defendant.

CASE NO.: D-11-448466-D

DEPT: H

DATE OF HEARING: 5-2-16
TIME OF HEARING: 10:00 AM

Oral Argument Requested: ☒ Yes ☐ No

**MOTION AND NOTICE OF MOTION FOR AN ORDER TO ENFORCE AND/OR FOR
AN ORDER TO SHOW CAUSE REGARDING CONTEMPT**

TO: Name of Opposing Party and Party's Attorney, if any, _____

PLEASE TAKE NOTICE that a hearing on this motion will be held on the date and time
above before the Eighth Judicial District Court - Family Division located at: (☒ check one)

- ☐ The Family Courts and Services Center, 601 N. Pecos Road Las Vegas, Nevada 89101.
- ☐ The Regional Justice Center, 200 Lewis Avenue Las Vegas, Nevada 89101.
- ☐ The Child Support Center of Southern Nevada, 1900 E. Flamingo Rd #100, LV NV 89119.

NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN 10 DAYS OF THE RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF COURT WITHIN 10 DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUEST FOR RELIEF BEING GRANTED BY THE COURT WITHOUT A HEARING PRIOR TO THE SCHEDULED HEARING DATE.

RECEIVED

MAR 23 2016

CLERK OF THE COURT

© Clark County Family Law Self-Help Center

Submitted By: Susan Victoria Hayden
(☒ check one) ☒ Plaintiff / ☐ Defendant In Proper Person

Susan Victoria Hayden
Motion for an Order to Show Cause – September 2015

* You are responsible for knowing the law about your case. For more information on the law, this form, and free classes, visit www.familylawselfhelpcenter.org or the Family Law Self Help Center at 601 N. Pecos Road. To find an attorney, call the State Bar of Nevada at (702) 382-0504.

MOTION

(Your name) Susan Victoria Hayden, in Proper Person, moves this Court for an order to enforce current court orders and for an order to show cause why the opposing party should not be held in contempt and punished accordingly for violating this court's order.

POINTS AND AUTHORITIES LEGAL ARGUMENT

The refusal to obey a lawful order issued by the court is an act of contempt. NRS 22.010(3). The facts of contempt must be presented to the court through an affidavit. NRS 22.030(2). A person found guilty of contempt may be fined up to \$500 for each act of contempt, may be imprisoned for up to 25 days, or both. A person found guilty of contempt may also be required to pay the reasonable expenses, including attorney's fees, of the person seeking to enforce the order. NRS 22.100.

FACTS AND ARGUMENT

1. **Order.** The Court entered a written order on (date of court order) 06-12-12. The order requires the other party to do the following: (state exactly what the order requires the other party to do): "One Million Dollars (\$1,000,000), amortized on a monthly basis and payable over eight (8) years. Such monthly payments, which will be due and payable on the first of every month..."

This requirement can be found in the order on page(s) 3, lines 3,4,5.

2. **Notice.** (☒ check one)

- ☐ The other party was served with a copy of the court order on (date the party was served with the order) _____.
- ☒ The other party knows about the court order because (explain how the other party is aware of the court order) This settlement/ decree of divorce was signed and dated by Robert William Reynolds on 07/12/12.

3. **Violation.** The order is not being followed. The other party should be held in contempt for violating the order in the following ways: *(state exactly what the other party is doing to violate the order. Be specific and include dates that the violations happened.)*

Robert Reynolds began to be inconsistent with payments in September 2014. In November 2014, I received no payment or notification why the wire didn't reach my account. It wasn't until late December Robert told me he was in Africa on business. In January he paid \$41,613.94 to make up for months November 2014, December 2014, January 2015 and February 2015. Payments began consistent until Robert claimed he could not afford them any longer and needed them to be half of the agreed upon amount. I agreed and from May - August 2015 payments were \$5,250. In September 2015 his number was disconnected and Robert was unreachable.

4. **Harm.** I am being harmed or will be harmed by the other party's violation in the following ways: *(explain how the other party's violation is affecting you)* My family was forced to

relocate to Las Vegas into an investment property I bought in 2013. I cannot afford pre-school/ day care for my son or health insurance for either of us. I've also sold many personal items for less than half of value to pay rent, buy food and relocate back to Las Vegas.

5. **Money Due / Arrears.** A Schedule of Arrears must be filed to support any request for unpaid money. (☒ check all that apply)

- ☐ The violation of the court order does not have to do with unpaid money.
- ☐ The other party owes me for unpaid child support. The other party has not paid a total of \$ _____ in child support. This amount should be reduced to judgment.
- ☐ The other party owes me for unpaid spousal support. The other party has not paid a total of \$ _____ in spousal support. This amount should be reduced to judgment.
- ☒ The other party has not paid me other amounts owed *(Explain how much money the other party owes you and why):* Robert Reynolds owes me over Six Hundred Thousand Dollars (\$600,000). This is what was agreed upon for my interest in CPALead LLC.

This amount should be reduced to judgment.

6. **Wage Garnishment / Withholding.** (☒ check one)

- ☒ A wage garnishment should be issued against the other party for payment of future child support and/or spousal support.
- ☐ A wage garnishment is not requested.

7. **Enforcement.** I would like the Court to issue any orders necessary to effectuate compliance with the court order.


8. **Other Relief.** In addition to the relief requested above, I would like the Court to also order the following: (*Explain anything else that you would like the judge to order, or enter "N/A" if you do not want anything else. Be specific.*) I would also like to enforce my right to obtain an insurance policy in the amount of Five Hundred Thousand Dollars (\$500,000) with Robert as the insured and with me (Susan) or my son (Jude) as the beneficiary, exactly as stated in the Stipulated Divorce Decree.

I respectfully ask the Court to grant me the relief requested above, including an award of attorney's fees if I am able to retain an attorney for this matter, and any other relief the Court finds appropriate.

DATED March 23rd, 2016.

Submitted By: (*your signature*)

(*print your name*)


Susan Victoria Hayden

**DECLARATION IN SUPPORT OF MOTION FOR AN ORDER TO ENFORCE AND/OR
FOR AN ORDER TO SHOW CAUSE REGARDING CONTEMPT**

I declare, under penalty of perjury:

1. That I have personal knowledge of the facts contained in this Motion and in this Declaration and I am competent to testify to the same.
2. That the statements in this Motion and Declaration are true and correct to the best of my knowledge. The factual statements in the Motion are incorporated here as if set forth in full.
3. Additional facts to support my requests include: Bank Statements from 2012 - 2016.

4. I have attached the following Exhibit(s) to the Motion to support my requests: *(Describe exhibit or write N/A on any blank lines.)*

a. Stipulated Divorce Decree

b. Exhibit "A"

c. Exhibit "B"

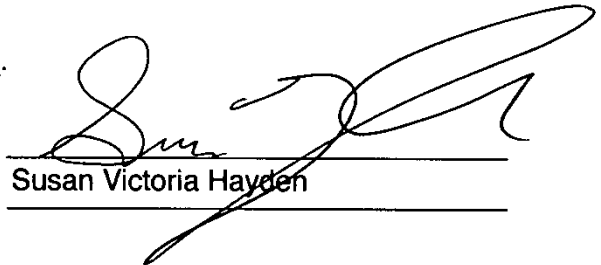
d. _____

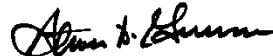
I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED March 23rd, 2016.

Submitted By: *(your signature)* _____

(print your name) Susan Victoria Hayden





CLERK OF THE COURT

1 **DECD**
2 Vincent Mayo, Esq.
3 Nevada State Bar Number: 8564
4 The Abrams Law Firm, LLC
5 6252 South Rainbow Blvd., Suite 100
6 Las Vegas, Nevada 89118
7 Tel: (702) 222-4021
8 Fax: (702) 248-9750
9 Email: vmayo@theabramslawfirm.com
10 Attorney for Plaintiff

Eighth Judicial District Court
Family Division
Clark County, Nevada

8	SUSAN VICTORIA REYNOLDS,)	Case No.: D-11-448466-D
9	Plaintiff,)	
10	vs.)	Department: H
11	ROBERT WILLIAM REYNOLDS,)	Date: 6-12-12
12	Defendant.)	

13
14 **STIPULATED DECREE OF DIVORCE**

15 **COME NOW** the parties, Plaintiff, SUSAN VICTORIA REYNOLDS, by and
16 through her attorney of record, VINCENT MAYO, ESQ., of THE ABRAMS LAW
17 FIRM, LLC, and Defendant, ROBERT WILLIAM REYNOLDS, by and through his
18 attorney of record, MICHAEL P. CARMAN, ESQ., of KUNIN & CARMAN, and
19 hereby submit this matter to the Court, with the terms in this Decree of Divorce set
20 forth in full on the record at the June 12, 2012 hearing.

21 The Court was fully advised as to the law and the facts of the case, and finds
22 that: The parties were married on September 9, 2009 in Las Vegas, Nevada and
23 since that time have remained husband and wife; there are no minor children born of
24 this marriage; the Plaintiff is not pregnant; that the parties are incompatible and

Non-Trial Dispositions:
☐ Other
☐ Dismissed - Want of Prosecution
☐ Involuntary (Statutory) Dismissal
☐ Default Judgment
☐ Transferred
Settled/Withdrawn:
☐ Without Judicial Conf/Hrg
☒ With Judicial Conf/Hrg
☐ By ADR
Trial Dispositions:
☐ Disposed After Trial Start
☐ Judgment Reached by Trial

JUL 19 2012

1 unable to reconcile, that this Court has complete jurisdiction in the premises, both as
2 to the subject matter, as well as the parties, pursuant to Chapter 125 of the Nevada
3 Revised Statutes; the Plaintiff is an actual and bona fide resident of the County of
4 Clark, State of Nevada, and was actually domiciled herein for more than six (6)
5 weeks immediately preceding the commencement of this action; all of the
6 jurisdictional allegations contained in Plaintiff's Complaint for Divorce are true as
7 therein alleged and, with Defendant having answered Plaintiff's Complaint and both
8 parties having waived Findings of Fact, Conclusions of Law, and written Notice of
9 Entry of Judgment in said cause;

10 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the bonds of
11 matrimony existing between Plaintiff, SUSAN VICTORIA REYNOLDS (hereinafter
12 referred to as "SUSAN"), and Defendant, ROBERT WILLIAM REYNOLDS,
13 (hereinafter referred to as "ROBERT"), be, and the same are wholly dissolved, and
14 an absolute Decree of Divorce is hereby granted to SUSAN, and each of the parties
15 is restored to the status of a single, unmarried person.

16 **ASSETS**

17 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that SUSAN is
18 awarded the following as her sole and separate property:

- 19 1. The Chase bank account, ending in 7176.
- 20 2. The Chase bank account, ending in 4533.
- 21 3. In exchange for her community interest in CPAlead, LLC / Monetize
22 Mobile, LLC, Social Music, LLC and QuizMe, LLC (collectively "CPAlead, LLC"),
23 SUSAN shall receive the following property equalization to be paid by ROBERT to
24 SUSAN as follows:

1 (1) Three Hundred Thousand Dollars (\$300,000), payable within ten (10)
2 days of the entry of the Decree of Divorce; and

3 (2) One Million Dollars (\$1,000,000), amortized on a monthly basis and
4 payable over eight (8) years. Such monthly payments, which will be due and payable
5 on the first of every month, shall be subject to three and one-half percent
6 (3.5%) interest per annum paid monthly for an initial period of five (5) years.
7 Attached as Exhibit "A" is the amortization schedule for years one (1) through five
8 (5). For years six (6) through eight (8), the monthly payments shall be subject to
9 four and one-half percent (4.5%) interest per annum paid monthly. Attached as
10 Exhibit "B" is the amortization schedule for years six (6) through eight (8). However,
11 there shall be no prepayment penalties. Said obligation shall not be dischargeable
12 by ROBERT in bankruptcy.

13 4. If any interest in CPAlead, LLC, is sold from the time of divorce through
14 the next eight (8) years, SUSAN shall be entitled to Twenty Five Percent (25%) of
15 the net proceeds, up to a total amount of One Million Dollars (\$1,000,000) in addition
16 to her interest in the business as stated hereinabove. SUSAN shall receive her
17 Twenty Five Percent (25%) interest in the sales proceeds up to the maximum of
18 \$1,000,000 even if there is only a partial sale of the business. The "net sales
19 proceeds" SUSAN would be entitled to would be no less than the net sales proceeds
20 that all other owners are equally entitled to.

21 5. The 2006 Lexus SC 430, Vehicle Identification Number
22 TTHFN48Y7690056118.

23 6. SUSAN'S cats, namely Zelda and Link.

24 7. Any and all furniture, furnishings, electronics, kitchenware, linens,

1 paintings, antiques, accessories, sporting goods, etc., currently in SUSAN'S
2 possession or control.

3 8. SUSAN'S jewelry, clothes, shoes, memorabilia and other personal
4 property of SUSAN'S.

5 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that ROBERT is
6 awarded the following as his sole and separate property:

7 1. The Chase bank account, ending in 2319.

8 2. The Chase bank account, ending in 9846.

9 3. Any and all interest in CPAlead, LLC / Monetize Mobile, LLC, Social
10 Music, LLC and QuizMe, LLC, (collectively "CPAlead, LLC") and any assets related
11 thereto, including bank accounts, real property, vehicles, patents and other
12 intellectual property, real property, office equipment, accounts receivable, etc.

13 4. The 2006 BMW M6, subject to any and all loans and expenses
14 thereon.

15 5. The Obama Denver convention speech script presently in SUSAN'S
16 possession.

17 6. Any and all furniture, furnishings, electronics, kitchenware, linens,
18 paintings, antiques, accessories, sporting goods, etc., currently in ROBERT'S
19 possession or control.

20 7. ROBERT'S jewelry, clothes, shoes, memorabilia and other personal
21 property of ROBERT'S.

22 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that in the event
23 any other business interest or investment has been omitted from this Decree that
24 would have been community property or otherwise jointly-held property under the

1 law applicable as of the date hereof, the non-concealing party shall be entitled to an
2 a division of the community interest in same, with the court reserving jurisdiction to
3 adjudicate said assets.

4 **DEBTS**

5 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that SUSAN
6 shall assume the following obligations, indemnify and hold ROBERT harmless
7 therefrom:

- 8 1. Any and all credit cards in SUSAN'S name.
- 9 2. Any and all other debts related to the property awarded to SUSAN in
10 this Decree of Divorce.
- 11 3. Any and all other debts in SUSAN'S name alone, or held jointly with
12 anyone other than ROBERT, which are not otherwise provided for herein.

13 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that ROBERT
14 shall assume the following obligations, indemnify and hold SUSAN harmless
15 therefrom:

- 16 1. Any and all credit cards in ROBERT'S name.
- 17 2. Any and all other debts related to the property awarded to ROBERT in
18 this Decree of Divorce, including but not limited to debts and obligations for
19 CPAlead, LLC / Monetize Mobile, LLC, Social Music, LLC, and QuizMe, LLC.
- 20 3. Any tax debt or liability addressed below.
- 21 4. Any and all other debts in ROBERT'S name alone, or held jointly with
22 anyone other than SUSAN, which are not otherwise provided for herein.

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party
24 to whom the community debt sets forth in the preceding paragraphs are to be

1 assigned will endeavor within thirty (30) days of the entry of the parties' Decree of
2 Divorce, unless another time is otherwise states herein for any specific debt, to
3 remove the other party's name as a responsible party for those various community
4 debts, vis a vis the respective creditors if possible, unless otherwise specified herein.
5 The parties understand that this Court is without jurisdiction to order any such
6 creditor to so act, and in the case of a breach of this Agreement by either party, said
7 creditors may have, as one of their available remedies the option of pursuing
8 payment for any of the aforementioned community debts, from the party designated
9 as the non-responsible party under this Agreement, should the removal of the party's
10 name from the debt have been impossible prior to that time. The party being so
11 held, in turn, has as his or her remedy the ability to seek redress of this Court to hold
12 the other in contempt of this Agreement. Understanding the foregoing, the parties
13 agree that, should immediate removal of the other party's name from these
14 respective community debts be impossible, vis a vis the respective creditors, the
15 responsible party shall attempt at least once per year, to accomplish said removal,
16 and provide documentary proof of such attempt, successful or not, to the other,
17 paying any and all fees associated therewith. Each party shall pay any and all other
18 debts separately acquired by that party, holding the non-acquiring party harmless
19 therefrom.

20 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party
21 agrees that if any claim, action or proceeding is brought seeking to hold the other
22 party liable on account of any debt, obligation, liability, act or omission assumed by
23 the other party, such party will, at his or her sole expense, defend the other against
24 any such claim or demand and that he or she will indemnify, defend and hold

1 harmless the other party.

2 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if any joint
3 debt, obligation, liability, act or omission creating such liability has been omitted from
4 this Decree and is subsequently discovered, either party may petition the Court for
5 an allocation of that debt, obligation, liability, or liability arising from such act or
6 omission.

7 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parties
8 each have verified to the other that they have made a full disclosure of all debts
9 known to them.

10 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that except as
11 specifically set forth herein, each party hereto is released and absolved from any
12 and all obligations and liabilities for future acts and duties of the other, and except as
13 specified herein, each of the parties hereby releases the other from any and all
14 liabilities, debts, or obligations of every kind or character incurred up to this date.

15 **WAIVER ALIMONY**

16 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that in
17 consideration of the terms agreed upon in this Decree of Divorce, SUSAN waives
18 payment of alimony from ROBERT, both now and in the future. ROBERT, likewise,
19 is not entitled to an award of alimony from SUSAN, both now and in the future.

20 However, in the event that the Decree of Divorce is not filed by July 1, 2012,
21 ROBERT shall advance SUSAN Five Thousand Five Hundred Dollars (\$5,500) on
22 July 1, 2012 against the initial Three Hundred Thousand Dollars (\$300,000) he is
23 pay her for her buy-out as set forth above. The \$5,500 advance is to cover SUSAN'S
24 monthly expenses in July of 2012. Said advance is not to be construed as post-

1 divorce alimony or otherwise financial support from ROBERT to SUSAN.

2 **INSURANCE POLICY**

3 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that SUSAN
4 shall be entitled to obtain and maintain a life insurance policy in the amount of Five
5 Hundred Thousand Dollars (\$500,000.00) with ROBERT as the insured and with
6 SUSAN as the beneficiary during the payment period of the equalization buy-out as
7 stated above. ROBERT shall cooperate as necessary for SUSAN to obtain and
8 maintain the insurance policy, with said cooperation consisting of, but not limited to,
9 undergoing physical examinations, providing requested information, etc. SUSAN
10 shall be the owner of the policy and shall be entitled to all information and
11 documentation related to the policy.

12 **TAXES**

13 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the parties
14 shall file a joint income tax return for 2011 and ROBERT shall be solely responsible
15 for any tax liability resulting from same. In the event the parties are audited by the
16 Internal Revenue Service for returns filed during the parties' marriage (2009 through
17 2011) and additional taxes, penalties, and/or interest is assessed, ROBERT shall be
18 One Hundred Percent (100%) responsible for any amounts due. Further, the parties
19 will file separate tax returns for the 2012 tax year and each year thereafter, with the
20 parties individually retaining any refunds from their respective returns as well as
21 being solely responsible on any separate liability. Starting with the 2012, the parties
22 shall each be entitled to one hundred percent (100%) of the deduction and loss carry
23 forwards for the assets specifically awarded to them, respectively, in this Decree of
24 Divorce.

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the amounts
2 received by either party pursuant to the section titled "Assets" are considered
3 property division pursuant to a divorce and are not a taxable event.

4 **MISCELLANEOUS**

5 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party
6 shall execute any and all legal documents, certificates of title, bills of sale, quitclaim
7 deeds or other evidence of transfer necessary to effectuate this Decree within thirty
8 (30) days of the entry of this Decree, unless another time for a specific asset is
9 specified otherwise above. Should either party fail to execute any of said documents
10 to transfer interest to the other, then it is agreed that this Decree shall constitute a
11 full transfer of the interest of one to the other, as herein provided, and it is further
12 agreed that pursuant to NRCP 70, the Clerk of the Court or the Judge assigned to
13 the case shall be deemed to have hereby been appointed and empowered to sign,
14 on behalf of the non-signing party, any of the said documents of transfer which have
15 not been executed by the party otherwise responsible for such.

16 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each party
17 acknowledges that they have read this Decree of Divorce and fully understand the
18 contents and accept the same as equitable and just, that the parties agree this
19 Decree of Divorce has been reached via negotiation and in the spirit of compromise,
20 and that there has been no promise, agreement or understanding of either of the
21 parties to the other except as set forth herein, which have been relied upon by either
22 as a matter of inducement to enter into this agreement, and each party hereto has
23 had the opportunity and actually has been independently advised by an attorney.
24 The parties further acknowledge that this stipulated Decree of Divorce is a global

1 resolution of their case and that each provision herein is made in consideration of all
2 the terms in the Decree of Divorce as a whole, thereby resolving all property and
3 debt claims between SUSAN and ROBERT in regards to disclosed assets and
4 debts. The parties further acknowledge that they have entered into this stipulated
5 Decree of Divorce without undue influence or coercion, or misrepresentation, or for
6 any other cause except as stated herein.

7 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that this
8 Stipulated Decree of Divorce shall serve as a final settlement of one-hundred
9 percent (100%) of all claims the parties have against the other, including any non-
10 addressed requests for reimbursement from the other and any marital tort claims
11 that either party may have against the other.

12 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that ROBERT
13 shall be responsible for one hundred percent (100%) of his own attorney's fees and
14 costs. Further, ROBERT shall be responsible for up to Five Thousand Dollars
15 (\$5,000) of SUSAN'S outstanding attorney's fees and costs, which ROBERT shall
16 pay to The Abrams Law Firm, LLC, within ten (10) days of his counsel being notified
17 of the final bill. SUSAN shall be solely and separately responsible for any and all
18 outstanding fees owed to her counsel over and above the Five Thousand Dollars
19 (\$5,000.00) addressed herein.

20 ///

21 ///

22 ///

23 ///

24 ///

1 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that SUSAN
2 desires to restore her maiden name, to wit: SUSAN VICTORIA HAYDEN, as her full
3 and legal name.

4 Dated this 12th day of July, 2012.

5
6
7 
8 SUSAN VICTORIA REYNOLDS

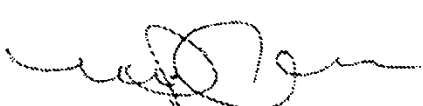
9 THE ABRAMS LAW FIRM, LLC

10
11 Vincent Mayo, Esq.
12 Nevada State Bar Number: 8564
13 6252 South Rainbow Blvd., Suite 100
14 Las Vegas, Nevada 89118
15 Tel: (702) 222-4021
16 Fax: (702) 248-9750
17 Attorney for Plaintiff

18 
19 DISTRICT COURT JUDGE

20 T. ART RITCHIE, JR.
21 
22 ROBERT WILLIAM REYNOLDS

23 KUNIN & CARMAN

24 
Michael P. Carman, Esq.
Nevada State Bar Number: 7639
3551 E. Bonanza Rd., #110
Las Vegas, Nevada 89110
Tel: (702) 438-8060
Fax: (702) 438-8077
Attorney for Defendant

///

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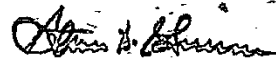
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JUL 30 2012

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE DOCUMENT ON FILE

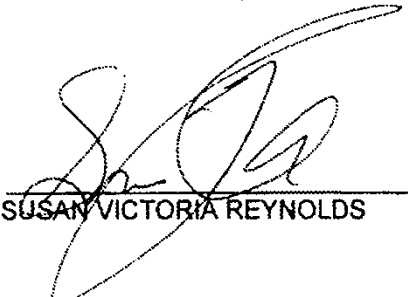
1 VERIFICATION

2 STATE OF NEVADA)
3 COUNTY OF CLARK) ss:

4 SUSAN VICTORIA REYNOLDS, under penalties of perjury, being first duly
5 sworn, deposes and says:

6 That she is the Plaintiff in the above entitled action; that she has read the
7 foregoing STIPULATED DECREE OF DIVORCE and knows the contents thereof;
8 that the same is true of her own knowledge, except for those matters therein
9 contained stated upon information and belief, and as to those matters, she believes
10 them to be true.

11 Dated this 18 day, of July, 2012.

12
13
14 
SUSAN VICTORIA REYNOLDS

15 SUBSCRIBED and SWORN to before
16 me this 18 day, of July, 2012.

17 
18 NOTARY PUBLIC



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VERIFICATION

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

ROBERT WILLIAM REYNOLDS, under penalties of perjury, being first duly sworn, deposes and says:

That he is the Defendant in the above entitled action; that he has read the foregoing STIPULATED DECREE OF DIVORCE and knows the contents thereof; that the same is true of his own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, he believes them to be true.

Dated this 12th day of July, 2012.


ROBERT WILLIAM REYNOLDS

SUBSCRIBED and SWORN to before me this 12th day of July, 2012.


NOTARY PUBLIC

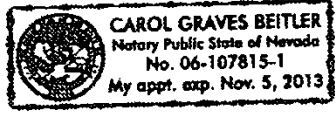


EXHIBIT A

Date	Interest	Principal	Balance
Jul, 2012	\$1,822.92	\$9,546.92	\$615,453.08
Aug, 2012	\$1,795.07	\$9,574.77	\$605,878.31
Sep, 2012	\$1,767.15	\$9,602.70	\$596,275.61
Oct, 2012	\$1,739.14	\$9,630.70	\$586,644.91
Nov, 2012	\$1,711.05	\$9,658.79	\$576,986.12
Dec, 2012	\$1,682.88	\$9,686.96	\$567,299.15
Jan, 2013	\$1,654.62	\$9,715.22	\$557,583.93
Feb, 2013	\$1,626.29	\$9,743.55	\$547,840.38
Mar, 2013	\$1,597.87	\$9,771.97	\$538,068.41
Apr, 2013	\$1,569.37	\$9,800.47	\$528,267.93
May, 2013	\$1,540.78	\$9,829.06	\$518,438.87
Jun, 2013	\$1,512.11	\$9,857.73	\$508,581.14
Jul, 2013	\$1,483.36	\$9,886.48	\$498,694.67
Aug, 2013	\$1,454.53	\$9,915.31	\$488,779.35
Sep, 2013	\$1,425.61	\$9,944.23	\$478,835.12
Oct, 2013	\$1,396.60	\$9,973.24	\$468,861.88
Nov, 2013	\$1,367.51	\$10,002.33	\$458,859.55
Dec, 2013	\$1,338.34	\$10,031.50	\$448,828.05
Jan, 2014	\$1,309.08	\$10,060.76	\$438,767.29
Feb, 2014	\$1,279.74	\$10,090.10	\$428,677.19
Mar, 2014	\$1,250.31	\$10,119.53	\$418,557.66

Date	Interest	Principal	Balance
Apr, 2014	\$1,220.79	\$10,149.05	\$408,408.61
May, 2014	\$1,191.19	\$10,178.65	\$398,229.96
Jun, 2014	\$1,161.50	\$10,208.34	\$388,021.63
Jul, 2014	\$1,131.73	\$10,238.11	\$377,783.51
Aug, 2014	\$1,101.87	\$10,267.97	\$367,515.54
Sep, 2014	\$1,071.92	\$10,297.92	\$357,217.62
Oct, 2014	\$1,041.88	\$10,327.96	\$346,889.67
Nov, 2014	\$1,011.76	\$10,358.08	\$336,531.59
Dec, 2014	\$981.55	\$10,388.29	\$326,143.30
Jan, 2015	\$951.25	\$10,418.59	\$315,724.71
Feb, 2015	\$920.86	\$10,448.98	\$305,275.73
Mar, 2015	\$890.39	\$10,479.45	\$294,796.28
Apr, 2015	\$859.82	\$10,510.02	\$284,286.26
May, 2015	\$829.17	\$10,540.67	\$273,745.59
Jun, 2015	\$798.42	\$10,571.42	\$263,174.17
Jul, 2015	\$767.59	\$10,602.25	\$252,571.92
Aug, 2015	\$736.67	\$10,633.17	\$241,938.75
Sep, 2015	\$705.65	\$10,664.19	\$231,274.56
Oct, 2015	\$674.55	\$10,695.29	\$220,579.27
Nov, 2015	\$643.36	\$10,726.48	\$209,852.79
Dec, 2015	\$612.07	\$10,757.77	\$199,095.02

Date	Interest	Principal	Balance
Jan, 2016	\$580.69	\$10,789.15	\$188,305.87
Feb, 2016	\$549.23	\$10,820.62	\$177,485.26
Mar, 2016	\$517.67	\$10,852.18	\$166,633.08
Apr, 2016	\$486.01	\$10,883.83	\$155,749.26
May, 2016	\$454.27	\$10,915.57	\$144,833.68
Jun, 2016	\$422.43	\$10,947.41	\$133,886.27
Jul, 2016	\$390.50	\$10,979.34	\$122,906.94
Aug, 2016	\$358.48	\$11,011.36	\$111,895.57
Sep, 2016	\$326.36	\$11,043.48	\$100,852.09
Oct, 2016	\$294.15	\$11,075.69	\$89,776.41
Nov, 2016	\$261.85	\$11,107.99	\$78,668.41
Dec, 2016	\$229.45	\$11,140.39	\$67,528.02
Jan, 2017	\$196.96	\$11,172.88	\$56,355.14
Feb, 2017	\$164.37	\$11,205.47	\$45,149.67
Mar, 2017	\$131.69	\$11,238.15	\$33,911.51
Apr, 2017	\$98.91	\$11,270.93	\$22,640.58
May, 2017	\$66.04	\$11,303.81	\$11,336.78
Jun, 2017	\$33.07	\$11,336.78	\$0.00

EXHIBIT B

Date	Interest	Principal	Balance
Jul, 2017	\$1,406.25	\$9,748.85	\$365,251.15
Aug, 2017	\$1,369.69	\$9,785.40	\$355,465.75
Sep, 2017	\$1,333.00	\$9,822.10	\$345,643.65
Oct, 2017	\$1,296.16	\$9,858.93	\$335,784.72
Nov, 2017	\$1,259.19	\$9,895.90	\$325,888.81
Dec, 2017	\$1,222.08	\$9,933.01	\$315,955.80
Jan, 2018	\$1,184.83	\$9,970.26	\$305,985.54
Feb, 2018	\$1,147.45	\$10,007.65	\$295,977.88
Mar, 2018	\$1,109.92	\$10,045.18	\$285,932.70
Apr, 2018	\$1,072.25	\$10,082.85	\$275,849.86
May, 2018	\$1,034.44	\$10,120.66	\$265,729.20
Jun, 2018	\$996.48	\$10,158.81	\$255,570.58
Jul, 2018	\$958.39	\$10,196.71	\$245,373.88
Aug, 2018	\$920.15	\$10,234.94	\$235,138.93
Sep, 2018	\$881.77	\$10,273.33	\$224,865.61
Oct, 2018	\$843.25	\$10,311.85	\$214,553.76
Nov, 2018	\$804.58	\$10,350.52	\$204,203.24
Dec, 2018	\$765.76	\$10,389.33	\$193,813.90
Jan, 2019	\$726.80	\$10,428.29	\$183,385.61
Feb, 2019	\$687.70	\$10,467.40	\$172,918.21
Mar, 2019	\$648.44	\$10,506.65	\$162,411.55

Date	Interest	Principal	Balance
Apr, 2019	\$609.04	\$10,546.05	\$151,865.50
May, 2019	\$569.50	\$10,585.60	\$141,279.90
Jun, 2019	\$529.80	\$10,625.30	\$130,654.60
Jul, 2019	\$489.95	\$10,665.14	\$119,989.46
Aug, 2019	\$449.96	\$10,705.14	\$109,284.32
Sep, 2019	\$409.82	\$10,745.28	\$98,539.04
Oct, 2019	\$369.52	\$10,785.58	\$87,753.47
Nov, 2019	\$329.08	\$10,826.02	\$76,927.45
Dec, 2019	\$288.48	\$10,866.62	\$66,060.83
Jan, 2020	\$247.73	\$10,907.37	\$55,153.46
Feb, 2020	\$206.83	\$10,948.27	\$44,205.19
Mar, 2020	\$165.77	\$10,989.33	\$33,215.86
Apr, 2020	\$124.56	\$11,030.54	\$22,185.32
May, 2020	\$83.19	\$11,071.90	\$11,113.42
Jun, 2020	\$41.68	\$11,113.42	\$0.00

MOFI



DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

FILED

Susan Victoria Hayden

Plaintiff/Petitioner

v.
Robert William Reynolds

Defendant/Respondent

Case No. D-11-448466-D

Dept. H

MOTION/OPPOSITION
FEE INFORMATION SHEET

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below.

- ☒ **\$25** The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-
☐ **\$0** The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
☐ Other Excluded Motion (must specify) _____.

Step 2. Select the \$0, \$129 or \$57 filing fee in the box below.

- ☒ **\$0** The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
☒ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
-OR-
☐ **\$129** The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
-OR-
☐ **\$57** The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

☒ \$0 ☐ \$25 ☐ \$57 ☐ \$82 ☐ \$129 ☐ \$154

Party filing Motion/Opposition: Susan Victoria Hayden

Date 03/23/2016

Signature of Party or Preparer

RECEIVED

MAR 23 2016

CLERK OF THE COURT

SCHD
Name: Susan Victoria Hayden
Address: 3248 Little Stream St.
Las Vegas, NV 89135
Telephone: (702) 757-7411
Email Address: dirtyjeepgirl@yahoo.com
In Proper Person

FILED

2016 MAR 23 A 11:10

A. B. Johnson
CLERK OF THE COURT

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Susan Victoria Hayden
Plaintiff,

vs.

Robert William Reynolds
Defendant.

CASE NO.: D-11-448466-D
DEPT: H

SCHEDULE OF ARREARAGES

Under penalty of perjury, pursuant to the best information known and available to me, the following schedule accurately sets out the dates and amounts of periodic payments due from *(name of party who owes money)* Robert William Reynolds pursuant to a lawful court order, the dates and amounts of all payments received, and the principal, interest, and penalties due.

I declare under penalty of perjury under the laws of the State of Nevada and the United States (NRS 53.045 and 28 U.S.C. § 1746) that the foregoing is true and correct.

Dated this (day) 23rd day of (month) March, 20 16.

Submitted By: (your signature) *Susan Victoria Hayden*

(print your name) Susan Victoria Hayden

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MAR 23 2016

CLERK OF THE COURT

© Clark County Family Law Self-Help Center

D-11-448466-D
SCHD
Schedule of Arrearages
4633584



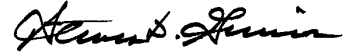
Schedule of Arrears - Sept. 2015

DUE DATE	AMOUNT DUE	DATE PAYMENT RECEIVED	AMOUNT RECEIVED	ARREARS THIS PERIOD	INTEREST	PENALTIES
<i>Example: January 2012</i>	<i>\$300 due</i>	<i>Paid 1/4</i>	<i>\$100 paid</i>	<i>\$200 owed</i>	<i>\$10.50 (5.25% from chart)</i>	<i>\$20 (10%)</i>
<i>Example: February 2012</i>	<i>\$300 due</i>	<i>Not received</i>	<i>\$0 paid</i>	<i>\$300 owed</i>	<i>\$15.75 (5.25% from chart)</i>	<i>\$30 (10%)</i>
May 2015	\$10,540.67	1/2	\$5,250	\$5,290.67		
June 2015	\$10,571.42	1/2	\$5,250	\$5,321.42		
July 2015	\$10,602.25	1/2	\$5,250	\$5,352.25		
August 2015	\$10,633.17	1/2	\$5,250	\$5,383.17		
September 2015	\$10,664.19	Not received	\$0	\$10,664.19		
October 2015	\$10,695.29	Not received	\$0	\$10,695.29		
November 2015	\$10,726.48	Not received	\$0	\$10,726.48		
December 2015	\$10,757.77	Not received	\$0	\$10,757.77		
January 2016	\$10,789.15	Not received	\$0	\$10,789.15		
February 2016	\$10,820.62	Not received	\$0	\$10,820.62		
March 2016	\$10,852.18	Not received	\$0	\$10,852.18		
TOTAL ARREARS, INTEREST, AND PENALTIES DUE (this page):				\$96,653.19	\$0	\$0

(Please attach additional pages for additional entries)

EPAP
Name: Susan Victoria Hayden
Address: 3248 Little Stream St.
Las Vegas, NV, 89135
Telephone: (702) 757-7411
Email Address: dirtyjeepgirl@yahoo.com
In Proper Person

Electronically Filed
04/08/2016


CLERK OF THE COURT

**DISTRICT COURT
CLARK COUNTY, NEVADA**

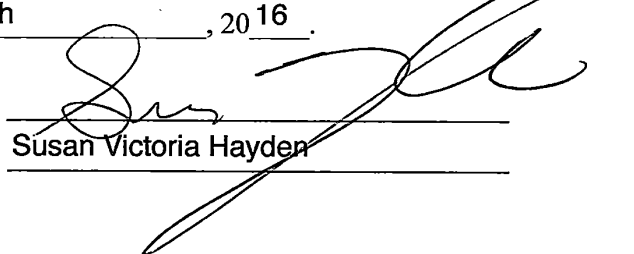
Susan Victoria Hayden
Plaintiff,
vs.
Robert William Reynolds
Defendant.

CASE NO.: D-11-448466-D
DEPT: H

EX PARTE APPLICATION FOR AN ORDER TO SHOW CAUSE

(Your name) Susan Victoria Hayden, in Proper Person, moves this Court for an ex parte order to show cause why the opposing party should not be held in contempt. This application is based on the pleadings and papers on file and the declaration attached to this application.

DATED this (day) 23rd day of (month) March, 2016.

Submitted By: (your signature) 
(print your name) Susan Victoria Hayden

CLERK OF THE COURT

RECEIVED
APR 08 2016

RECEIVED
MAR 23 2016
CLERK OF THE COURT

**DECLARATION IN SUPPORT OF EX PARTE APPLICATION FOR AN ORDER TO
SHOW CAUSE**

I declare, under penalty of perjury:

1. I am the moving party in this action. I have personal knowledge of the facts contained in the Motion and in this Declaration and I am competent to testify to the same.
2. I filed a Motion for an Order to Enforce and/or for an Order to Show Cause Regarding Contempt on *(date you filed the motion)* March 23rd, 2016. The memorandum of points and authorities, legal arguments, and factual statements contained in the Motion for an Order to Enforce and/or for an Order to Show Cause Regarding Contempt and in the Declaration are incorporated here as if set forth in full.
3. I am requesting the Court issue an Ex Parte Order to Show Cause because: Robert Reynolds has failed to acknowledge our terms pertaining to our Decree of Divorce. He has also chosen to not give me any warning or cause of his absence and lack of payments.
4. This Ex Parte Application for an Order to Show Cause is made in good faith.

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

DATED this *(day)* 23rd day of *(month)* March, 2016.

Submitted By: *(your signature)*

(print your name)


Susan Victoria Hayden

OSC

Your Name: Susan Victoria Hayden

Address: 3248 Little Stream St.

Las Vegas, NV, 89135

Telephone: (702) 757-7411

Email Address: dirtyjeepgirl@yahoo.com

In Proper Person

Electronically Filed
04/08/2016

Heather S. Linn
CLERK OF THE COURT

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Susan Victoria Hayden

Plaintiff,

vs.

Robert William Reynolds

Defendant.

CASE NO.: D-11-448466-D

DEPT: H

DATE OF HEARING: _____

TIME OF HEARING: _____

ORDER TO SHOW CAUSE

The Court, having reviewed the moving party's Motion for an Order to Show Cause, the papers and pleadings filed, and relevant testimony, hereby finds that there is good cause to grant the moving party an Order to Show Cause.

IT IS HEREBY ORDERED that (*name of opposing party*) Robert William Reynolds shall appear on the date and time above before the Eighth Judicial District Court - Family Division located at: (☒ *check one*)

- ☐ The Family Courts and Services Center, 601 N. Pecos Road Las Vegas, Nevada 89101.
- ☐ The Regional Justice Center, 200 Lewis Avenue Las Vegas, Nevada 89101.

to show cause, if any, why the party should not be held in contempt of this Court for:

1. Failure to obey this Court's order entered on (*date of order*) June 6th, 2012 by (*summarize what the other party is doing to violate that order*) Failure to pay amount: Ten Thousand Six Hundred Sixty Four Dollars and Nineteen Cents (\$10,664.19).

on (*date that the violation occurred*) September 1st, 2015.

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CLERK OF THE COURT

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CLERK OF THE COURT

2. Failure to obey this Court's order entered on (date of order) June 6th, 2012 by
(summarize what the other party is doing to violate that order) Failure to pay amount:
Ten Thousand Six Hundred Ninety Five Dollars and Twenty Nine Cents.
(\$10,695.29)

on (date that the violation occurred) October 1st, 2015.

3. Failure to obey this Court's order entered on (date of order) June 6th, 2012 by
(summarize what the other party is doing to violate that order) Failure to pay amount:
Ten Thousand Seven Hundred Twenty Six Dollars and Forty Eight Cents.
(\$10,726.48)

on (date that the violation occurred) November 1st, 2015.

4. Failure to obey this Court's order entered on (date of order) June 6th, 2012 by
(summarize what the other party is doing to violate that order) Failure to pay amount:
Ten Thousand Seven Hundred Fifty Seven and Seventy Seven Cents.
(\$10,757.77)

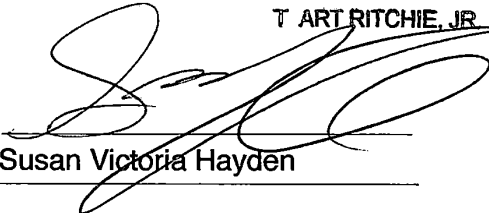
on (date that the violation occurred) December 1st, 2015.

5. Failure to obey this Court's order entered on (date of order) June 6th, 2012 by
(summarize what the other party is doing to violate that order) Failure to pay amount:
Thirty Two Thousand Four Hundred Sixty One Dollars and Ninety Five Cents
(\$32,461.95)

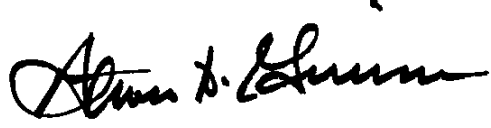
on (date that the violation occurred) January-March 2016.

DATED this 1 day of April, 20 16.


DISTRICT COURT JUDGE
T. ART RITCHIE, JR. 

Submitted By: (your signature) ▶ 

(print your name) Susan Victoria Hayden


CLERK OF THE COURT

OPP
LAW OFFICE OF MICHAEL P. CARMAN
Michael P. Carman, Esq.
Nevada Bar No. 007639
1070 W. Horizon Ridge Pkwy., Suite 100
Henderson, NV 89012
702.982.6034
mcarman@mpclawoffice.com
Attorney for Robert W. Reynolds

**DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA**

SUSAN VICTORIA REYNOLDS,

Plaintiff,

vs.

ROBERT WILLIAM REYNOLDS,

Defendant.

CASE NO.: D-11-448466-D

DEPT. NO.: H

OPPOSITION AND COUNTERMOTION

COMES NOW Defendant, Robert William Reynolds ("Robert"), through his attorney of record, Michael P. Carman, Esq., of the Law Office of Michael P. Carman, and hereby submits this Opposition and Countermotion.

This Opposition and Countermotion is based upon the attached Points and Authorities, any and all pleadings and papers on file in this matter, and any oral representation to take place at the hearing of this Motion.

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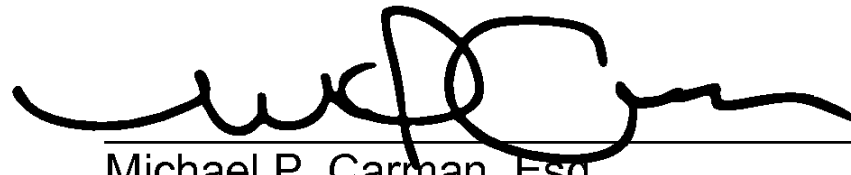
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1 Robert hereby submits this motion and requests the following relief from the Court
2 at this time:

- 3 1. For an Order deeming any contempt mitigated;
- 4 2. For an equitable rescission and / or reformation of the parties' Divorce Decree; and
- 5 3. For any and all other relief that the Court deems appropriate at the time of the hearing of this matter.

6 Dated this 29th day of April, 2016.

7
8 LAW OFFICE OF MICHAEL P. CARMAN

9 

10 Michael P. Carman, Esq.
11 Nevada Bar No. 007639
12 1070 W. Horizon Ridge Pkwy., Suite 100
13 Henderson, NV 89012
14 702.982-6034
15 mcarman@mpclawoffice.com
16 Attorney for Robert W. Reynolds
17
18
19
20
21
22
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24

POINTS AND AUTHORITIES

I.

BACKGROUND

As this Court is aware, the parties to this action became divorced on July 24, 2012, pursuant to a Stipulated Decree of Divorce. Relevant to these proceedings, the Decree in question awarded Robert his interest in a business known as CPAlead, LLC (“CPAlead”), and what the parties’ referred to as the “Obama speech”.

At the time CPAlead was a burgeoning tech company at a critical juncture in its growth. As the divorce proceeding moved forward CPAlead was in the midst of a financial boom, and was in the process of forming a strategic partnerships with a billion dollar tech company. As the divorce case proceeded, CPAlead became aware, however, that certain trade secrets may have been disseminated by Susan’s father who was an employee of the company. While there were concerns about Susan’s father’s actions, he admitted having conversations with competitors but denied the leaking of confidential and proprietary information during his deposition. At the time of the parties’ settlement, Susan provided Robert assurances that her father (and other family memebbers) would not engage in any improper conduct that would harm CPAlead.

Unfortunately, the information provided to Robert, and Susan’s representations, were not true, and it was subsequently admitted by Susan’s brother that Susan’s father had a designed plan to destroy CPAlead through the dissemination of proprietary information to competitors and create a competing company utilizing CPAlead’s trade secrets that was going to be funded by Susan’s divorce settlement. Almost immediately after the divorce, CPAlead’s market share dramatically declined as a result of the companies that Susan’s father contacted.

1 Compounding such difficulties, Robert learned that Susan's father began
2 spreading malicious lies throughout the company and industry, that Robert was a
3 pedophile. As a result of Susan's father's slanderous conduct, irreparable harm was
4 caused to Robert's reputation and he was forced to resign his CEO position and could
5 no longer serve an operational role within the company. The stresses caused by Susan's
6 father's conduct, further caused irreparable strain upon Robert's relationship with his
7 business partner – Troy Krzyston – and significantly damaged the business as a whole
8 as it suddenly began to lose hundreds of thousands of dollars and had to close its office
9 and lay off the majority of its employees. By February of 2013, the company was merely
10 a hallow shell of its former self and had lost virtually all of its value.

11 While the conduct of Susan's father caused significant irreparable damages to
12 CPAlead, outside forces also began to squeeze the business as telemarketing
13 regulations crippled CPAlead's mobile subscription model, and as an outside company
14 began initiating lawsuits throughout the affiliate marketing industry based upon patent
15 claims. In the midst of such chaos, a \$1.2 million dollar lawsuit was also filed against
CPAlead by a third party.

16 By the end of 2012, CPAlead had lost \$644,669.44 that year. The rate of loss was
17 compounding and the problem was only getting worse. By February 1, 2013, CPAlead
18 had \$215,339.16 left in its bank accounts and the company was on the verge of
19 bankruptcy and needed additional capital investment from its partners to continue
20 operations. With no money to fund the company, and no ability to turn the company
21 around because of his diminished role, Robert took one-half of the remaining balance in
22 the company's account (\$107,669.58) and forfeited his shares in the company toward
23 the end of 2012.

1 With no income and no job, Robert immediately set out to start a new business in
2 the hope that he could build another successful company. In February of 2013, Robert
3 started working on FreeScan, a cloud-based website application scanner for small to
4 medium businesses. Despite having no income, all payments to Susan were paid on
5 time, in full while Robert worked tirelessly to start his new venture. In August of 2014,
6 Robert also began consulting for a company named Aggreco and assisted them in
7 building their internal product development process and assisted them with their
8 business operations in exchange for Aggreco's allowing Robert to use their large network
9 to assist him in seeking investors for FreeScan.

10 With no investors lined up, and with a family to support, Robert made the painful
11 decision to sell the Obama speech awarded to him in the decree in August of 2014. For
12 clarification, the Obama speech referred to the original speech that President Obama
13 personally notated and read from when he accepted the Democratic nomination in
14 Denver in 2008. Prior to the settlement, Susan had represented to Robert that that
15 speech had been given to her father by a Secret Service agent in Denver at the
16 conclusion of the speech. At the time of the parties' settlement, Robert believed that the
17 speech had a collector value far in excess of \$500,000.00 and was marketable.

18 In investigating potential buyers (the podium is presently in the African American
19 wing of the Smithsonian), Robert, with the assistance of the CEO and President of
20 Aggreco, reached out to several potential buyers and eventually travelled to meet them.
21 As a prerequisite to any purchase, the buyers in question demanded that the speech be
22 authenticated. Robert reached out to Susan (and her father) to authenticate the
23 document, and Susan's father refused to do so unless Robert agreed to give him a
24 portion of the money received from any such sale. With Robert's savings quickly running
out, and with a growing number of third parties' voicing to Robert and Aggreco personnel

1 concerns that the Obama speech had been stolen, Robert flew to Las Vegas in October
2 of 2014, and explained to Susan (and her father) that he needed their cooperation in
3 authenticating the Obama speech or that he would quickly run out of money to fund his
4 new business, support his family, or pay Susan. Unfortunately, Robert's pleas for help
5 were rejected and met with additional demands for money.

6 With no cooperation from Susan's father, Robert began to sell everything that he
7 owned to support his family, and try to pay Susan. Between November of 2014 and
8 January of 2015, Robert proceeded to sell his second vehicle, art, studio equipment,
9 appliances, studio recording equipment, computers and everything of value that he had
10 acquired while working at CPAlead. Eventually, Robert put his house up for sale and
11 relocated his family to a small apartment to save money. During that time period, Robert
12 even took his children out of most of their extra- curricular activities to cut costs. While
13 selling everything to financially survive, Robert fully advised Susan of the situation.
14 When Robert's home finally sold – in January of 2015 – Robert paid Susan all of the
15 arrears that had previously accrued from the sale proceed.

16 With Robert's financial situation becoming more and more tenuous, Robert was
17 confronted by the Aggreco management team who indicated that they had to cut ties with
18 with Robert based upon the fact that he had recruited their assistance in selling the
19 Obama speech that they had concluded was stolen. Not only did Aggreco sever the
20 consultancy agreement with Robert, but they further blocked his access to their investor
21 network. Dealing with financial ruin and feeling completely hopeless and suicidal Robert
22 was forced to admit himself to St. David's Medical Center for psychiatric observation in
23 January of 2015. Despite having no income, Robert emerged from St. David determined
24 to build FreeScan and find funding throughout February, March, and April of 2015 and
continued to pay Susan pursuant to the Court's orders.

1 In April of 2015, with the last of his savings running out, Robert decided to launch
2 a Beta version of FreeScan using friends and family as sales affiliates. The beta allowed
3 the sales affiliates to contact website businesses and sign them up for a subscription
4 membership, of which they would receive a commission. At that time, Robert spoke to
5 Susan about his financial difficulties and invited her to be a part of the Beta launch so
6 that she could make commission based money cold calling from home. She agreed, but
7 eventually she called me and told me that she could not work for the company. During
8 that time period, Susan graciously agreed that she would accept reduced payments of
9 \$5,250.00 so that Robert could fund the sales platform for FreeScan.

10 Throughout May, June, July, and August of 2015, Robert continued to make one-
11 half payments to Susan pursuant to their agreement while it became clear from the
12 FreeScan beta testing that the platform was not yet ready to go to market. With Robert's
13 remaining savings waning, he took out a car title loan to ensure payment to Susan and
14 to try to fix the problems with the FreeScan platform. By July, however, Robert's money
15 had run out. He called Susan, provided her complete transparency about his finances,
16 explained that he had no way of paying her, and asked her to further lower his monthly
17 payments so that he could survive and continue to get FreeScan off the ground.
18 Unfortunately, Susan declined and advised Robert that she was legally entitled to the
19 money.

20 With his options running out, Robert again tried to sell the Obama speech despite
21 being unable to authenticate it and even made arrangements to have a friend meet with
22 a high-ranking member of the Democratic Party in the hope that they could assist. At
23 that time Robert was advised that the speech was more than likely stolen, and advised
24 Robert to hire an attorney before speaking to anyone about it or trying to sell it again.

1 By August of 2015, Susan began behaving erratically and started making threats
2 to Robert. As Susan's hostility increased and she began to frequently yell at Robert,
3 Robert asked her to refrain from further calls and communicate in writing. After getting
4 into a car accident in August (while being yelled at by Susan on the phone), and being
5 overwhelmed that his final remaining asset was severely damaged and he had nothing
6 left, Robert had a complete mental breakdown. Robert changed his phone number so
7 that he would no longer have to deal with the additional stress being caused by Susan's
8 anger. Toward the end of September, Robert received a final email from Susan advising
9 him that she no longer needed his money, and – with no money left – Robert stopped
10 paying.

11 Throughout the end of 2015, Robert and his family were able to retain housing
12 because of their sympathetic landlord who permitted them to stay two months with no
13 rent, as he and his wife sold everything else of value including their remaining vehicle,
14 the furniture (including the children's beds) to financially survive. Because their home
15 was no longer an appropriate environment for the children, Robert's wife and four (4)
16 children left in November of 2014 to live with their grandmother in Arizona until their lease
17 ended.

18 In February of 2015 Robert's wife and children returned, and the family has –
19 since that time – been financially surviving with the help of their family while Robert
20 dedicated all of his time tirelessly attempting to fix FreeScan and find an investor. At this
21 point in time, Robert believes that FreeScan is close to getting an investor, but that
22 outcome remains far from certain and will likely not permit Robert to make full payments
23 to Susan going into the future. Roberts asks the Court to give him time to fund FreeScan
24 and can only provide assurances that he has done, and is doing, everything that he can
to fix his present financial situation and abide by the orders of the Court.

I.

OPPOSITION AND COUNTERMOTION

A. Susan's Motion is Jurisdictionally Defective.

As the Court is aware, NRS 22.030 states as follows:

Summary punishment of contempt committed in immediate view and presence of court; affidavit or statement to be filed when contempt committed outside immediate view and presence of court' disqualification of judge

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.
.

2. If a contempt is not committed in the immediate view and presence of the court or judge at chambers, an affidavit must be presented to the court or judge of the facts constituting the contempt, or a statement of the facts by the masters or arbitrators.

Because the contempt power of the court is a substantial one, it should be used sparingly and should not lightly be invoked. In re Attorney General of the United States, 596 F.2d 58, 65 (2d Cir. 1979). The court's discretion in fashioning an appropriate remedy for contempt includes the power to grant the relief that is necessary to effect compliance with its decree. McComb v. Jacksonville Paper Company, 336 U.S. 187, 193, 69 S. Ct. 497, 93 L. Ed. 599 (1949).

The Nevada Supreme Court has clearly stated that a motion alleging contemptuous conduct must be supported by a written affidavit specifically detailing contemptuous behavior when the complained of conduct is not committed in the immediate view and presence of the court or judge in chambers. Awad v. Wright, 106 Nev. 407, 794 P.2d 713 (1990). Based upon the Court's holding in Awad, it is clear that such an affidavit is required, and that the Court is without jurisdiction to hold a party in contempt in its absence. *Id.*

1 In the case at hand, Susan has failed to submit a jurisdictional affidavit supporting
2 her allegations of contempt and her pending motion for contempt is both materially
3 defective and, therefore, frivolous in nature at this time.

4 **B. Robert Requests that the Court Acknowledge the Mitigating Circumstances**
5 **Surrounding the Non-Payment of Equalization Sums to Susan.**

6 As indicated in Rodriguez v. Eighth Judicial District Court of Nevada, 120 Nev.
7 Adv. Op. No. 87 (2004), a person cannot be found guilty of civil contempt in relation to
8 court-ordered periodic payments unless the Court determines that a party (1) has the
9 ability to make the payment and (2) willfully refuses to pay. As set forth in detail above,
10 Robert simply does not have the ability to pay the amortized property equalization
11 payments to Susan.

12 Despite him selling virtually everything that he owns, Robert will not be able to pay
13 the property equalization payments to Susan until FreeScan gets funding or until the
14 Obama speech can be sold. *As indicated above, Robert believes that if Susan would*
15 *have cooperated in the authentication of the Obama speech, he would not be in the dire*
16 *financial circumstances.*

17 Robert is hopeful that this Court will recognize how unfair it would be to impose
18 contempt sanctions against him, when Susan's failure to cooperate in the authentication
19 of the Obama speech has directly contributed to both his loss of income and inability to
20 pay.

21 **C. Robert Requests that Susan Either be Compelled to Cooperate in the**
22 **Authentication of the Obama Speech, or that the Parties' Settlement be Subject**
23 **to Equitable Rescission**

24 The Nevada Supreme Court has recognized that all contracts have an "implied
covenant of good faith and fair dealing" and that when one party to a contract deliberately
countervenes the intention and spirit of the contract, that party can incur liability for

1 breach of the implied covenant of good faith and fair dealing. See Hilton Hotels v. Butch
2 Lewis Productions, 107 Nev. 226, 232, 808 P.2d 919, 922-23 (1991). Similarly, contracts
3 carry with them an implied warranty of marketability to protect a purchaser in relation to
4 items that are later found to be unmarketable. See Potts v. Vokits, 692 P. 2d 1304
5 (1985).

6 As indicated above, Robert believed that the Obama speech awarded to him
7 pursuant to the Decree of divorce was worth in excess of \$500,000.00, had been legally
8 obtained by Susan's father prior to being gifted to the parties, and was marketable.
9 Subsequently, Susan (and her father) have been unwilling to authenticate the Obama
10 speech without Robert agreeing to pay a percentage of the sale proceeds therefrom. In
11 doing so, Susan has breached the covenant of good faith and fair dealing and the implied
12 covenant of marketability in relation to the parties' Decree.¹

13 The equitable remedies of rescission and reformation permit the court to terminate
14 and / or modify a contractual agreement when a fraudulent representation has been
15 made, when a mutual mistake of fact fails to conform to the parties' previous
16 understanding or agreement, or when a contracting party's breach of an agreement
17 would render enforcement against the other party inequitable. See Awada v. Shuffle
18 Master, Inc., 173 P.3d 707, 123 Nev. 613 (Nev., 2007) and 25 Corp., Inc. v. Eisenman
Chemical Co., 709 P.2d 164, 101 Nev. 664 (Nev., 1985)

19 In this particular case, Susan made specific representations regarding how the
20 Obama speech was obtained and Robert believed that it was both valuable and
21 marketable. In failing to follow through in authenticating the speech (and demanding
22

23 ¹ Based upon Susan and her father's refusal to authenticate without payment, it is
24 believed that the speech was not stolen by Susan's father and that Susan did not
outright defraud him regarding the means by which the speech was obtained.

1 additional moneys for such authorization), Susan has breached both the implied
2 covenant of good faith and fair dealing and the implied covenant of marketability and has
3 blocked Robert's ability to sell the speech.

4 Under such circumstances, Robert requests that the court either compel Susan to
5 participate in the authentication process and secure an affidavit from her father or that
6 Robert's obligation to pay Susan further property equalization payments be relieved to
7 offset the lack of marketability of the Obama speech awarded to Robert.

8 **D. Attorney's Fee Considerations**

9 As the Court is aware, NRS 18.010 states as follows:

10 In addition to the cases where an allowance is authorized by specific
11 statute, the court may make an allowance of attorney's fees to a
12 prevailing party:

13 (a) When he has not recovered more than \$20,000; or

14 (b) Without regard to the recovery sought, when the court
15 finds that the claim, counterclaim, cross-claim or third-party
16 complaint or defense of the opposing party was brought or
17 maintained without reasonable ground or to harass the
18 prevailing party. The court shall liberally construe the
19 provisions of this paragraph in favor of awarding attorney's
20 fees in all appropriate situations. It is the intent of the
21 Legislature that the court award attorney's fees pursuant to
22 this paragraph and impose sanctions pursuant to Rule 11 of
23 the Nevada Rules of Civil Procedure in all appropriate
24 situations to punish for and deter frivolous or vexatious claims
and defenses because such claims and defenses overburden
limited judicial resources, hinder the timely resolution of
meritorious claims and increase the costs of engaging in
business and providing professional services to the public.

20 In addition, EDCR 7.60(b) states as follows:

21 The court may, after notice and an opportunity to be heard, impose
22 upon an attorney or a party any and all sanctions which may, under
23 the facts of the case, be reasonable, including the imposition of fines,
24 costs or attorney's fees when an attorney or a party without just
cause:

1 (1) Presents to the court a motion or an opposition to a motion
2 which is obviously frivolous, unnecessary or unwarranted.

3 (2) Fails to prepare for a presentation.

4 (3) So multiplies the proceedings in a case as to increase
5 costs unreasonably and vexatiously.

6 (4) Fails or refuses to comply with these rules.

7 (5) Fails or refuses to comply with any order of a judge of the
8 court.

9 As set forth above, Susan's motion is jurisdictionally defective, and her refusal to
10 cooperate in the authentication of the Obama speech awarded to Robert has significantly
11 impaired Robert's ability to pay Susan sums owed to her pursuant to the parties'
12 settlement. Under such circumstances, Robert should be reimbursed for the attorney's
13 fees that he has been forced to incur in this matter.

14 In regard to the factors set forth in Brunzell v. Golden Gate National Bank, 85 Nev.
15 345, 349, 455 P.2d 31, 33 (1969), undersigned counsel's hourly rate of \$400.00 and the
16 total amount of time incurred in fees was reasonable under the circumstances of this
17 case. Specifically, Daniele's counsel is an A/V rated attorney who has practiced since
18 1997, has practiced primarily in the field of family law for over fourteen (14) years, and
19 is currently serving on the State Bar of Nevada's Family Law Executive Council. It is
20 hopeful that the Court will deem counsel's work in this matter as more than adequate,
21 both factually and legally, and that the Court will recognize that counsel has diligently
22 reviewed the applicable law, explored the relevant facts, and properly applied one to the
23 other.
24

CONCLUSION

As set forth above, Robert hereby asks the Court to grant to him the following relief:

1. For an Order deeming any contempt mitigated;
2. For an equitable rescission and / or reformation of the parties' Divorce Decree; and
3. For any and all other relief that the Court deems appropriate at the time of the hearing of this matter.

DATED this 29th day of April, 2016.

LAW OFFICE OF MICHAEL P. CARMAN



Michael P. Carman, Esq.
Nevada Bar No. 007639
1070 W. Horizon Ridge Pkwy., Suite 100
Henderson, NV 89012
702.982-6034
mcarman@mpclawoffice.com
Attorney for Robert W. Reynolds

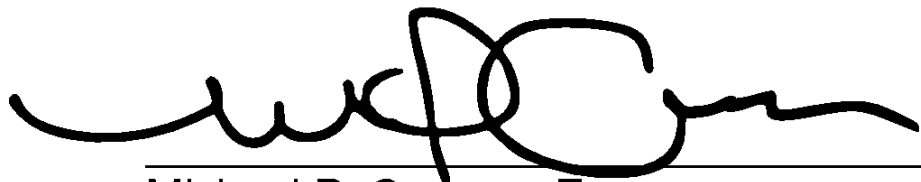
DECLARATION OF MICHAEL P. CARMAN, ESQ.

I, Michael P. Carman, Esq., am counsel for Robert W. Reynolds.

Mr. Reynolds has reviewed this Opposition and Countermotion and has confirmed that the facts set forth therein are true and correct to the best of his knowledge.

Because Mr. Reynolds resides outside of Clark County, I sign this declaration on his behalf in accordance with NRS 15.010.

DATED this 29th day of April 2016.



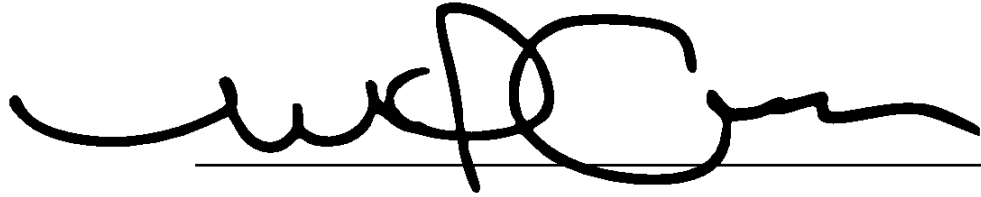
Michael P. Carman, Esq.

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that on this 29th day of April, 2016, I caused the above and foregoing document entitled, Opposition and Countermotion, to be served as follows:

- ☐ Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;
- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;
- ☒ pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means.

to the following address: dirtyjeepgirl@yahoo.com



MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Susan Victoria Reynolds
Plaintiff/Petitioner

v.
Robert William Reynolds
Defendant/Respondent

Case No. D-11-448466-D
Dept. H

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below.

<input checked="" type="checkbox"/> \$25 The Motion/Opposition being filed with this form is subject to the \$25 reopen fee. -OR- <input type="checkbox"/> \$0 The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because: <input type="checkbox"/> The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered. <input type="checkbox"/> The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order. <input type="checkbox"/> The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____. <input type="checkbox"/> Other Excluded Motion (must specify) _____.
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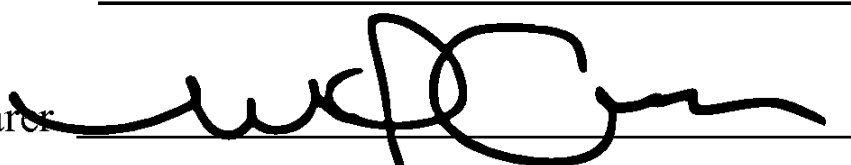
Step 2. Select the \$0, \$129 or \$57 filing fee in the box below.

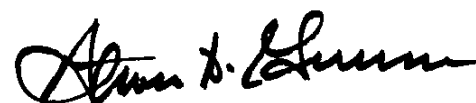
<input checked="" type="checkbox"/> \$0 The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because: <input checked="" type="checkbox"/> The Motion/Opposition is being filed in a case that was not initiated by joint petition. <input type="checkbox"/> The party filing the Motion/Opposition previously paid a fee of \$129 or \$57. -OR- <input type="checkbox"/> \$129 The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order. -OR- <input type="checkbox"/> \$57 The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.
--

Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is: <input type="checkbox"/> \$0 <input type="checkbox"/> \$25 <input type="checkbox"/> \$57 <input type="checkbox"/> \$82 <input type="checkbox"/> \$129 <input type="checkbox"/> \$154

Party filing Motion/Opposition: Michael P. Carman, Esq. Date 4/29/2016

Signature of Party or Preparer: 



CLERK OF THE COURT

ORDER

Vincent Mayo, Esq.
Nevada State Bar Number: 8564
The Abrams Law Firm, LLC
6252 South Rainbow Blvd., Suite 100
Las Vegas, Nevada 89118
Tel: (702) 222-4021
Fax: (702) 248-9750
Email: vmayo@theabramslawfirm.com
Attorney for Plaintiff

Eighth Judicial District Court
Family Division
Clark County, Nevada

SUSAN VICTORIA REYNOLDS,

Plaintiff,

vs.

ROBERT WILLIAM REYNOLDS,

Defendant.

) Case No.: D-11-448466-D

) Department: H

) Date of Hearing: May 2, 2016

) Time of Hearing: 10:00 a.m.

JUDGMENT ORDER FROM THE MAY 12, 2016 HEARING

This matter coming on for hearing on the 2nd day of May, 2016, upon the Plaintiff's Motion for an Order to Enforce and/or for an Order to Show Cause Regarding Contempt and Defendant's Opposition and Countermotion, with Plaintiff, SUSAN VICTORIA HAYDEN, appearing in Proper Person, and MICHAEL P. CARMAN, ESQ., of FINE CARMAN PRICE, appearing as attorney of record for Defendant, ROBERT WILLIAM REYNOLDS, who was not present in Court, and the Court having reviewed the papers and pleadings on file, having listened to the representations and arguments of counsel, and good cause appearing,

THE COURT HEREBY FINDS that Defendant was ordered to pay Plaintiff specified funds on a monthly basis from May 2015 through May 2016.

Non-Trial Dispositions: ☐ Other ☐ Dismissed - Want of Prosecution ☐ Involuntary (Statutory) Dismissal ☐ Default Judgment ☐ Transferred ☐ Settled/Withdrawn: ☐ Without Judicial Conf/Hrg ☒ With Judicial Conf/Hrg ☐ By ADR

Judgment Reached by Trial ☐ Judgment Reached by Trial ☐ Disposed After Trial Start ☐ Judgment Reached by Trial

1 THE COURT FURTHER FINDS that Defendant either failed to make said
2 payments or did not make the payments in full.

3 THE COURT FURTHER FINDS that Defendant has an obligation to continue
4 making his Court ordered payments to Plaintiff going forward.

5 THE COURT FURTHER FINDS that, as forms of relief, it can issue judgments
6 for funds owed and issue civil contempt to make Defendant pay.

7 THE COURT FURTHER FINDS that Defendant is advised to comply with the
8 terms of the stipulated agreement.

9 THE COURT FURTHER FINDS that it is not inclined to address Defendant's
10 Countermotion due to lack of adequate notice to Plaintiff.

11 THEREFORE,

12 THE COURT HEREBY ORDERS that Plaintiff's Motion for judgment is
13 granted with Plaintiff being awarded judgment against Defendant in the amount
14 listed in Plaintiff's Schedule of Arrears, in addition to the payments for April and
15 May 2016, which are \$10,540.67 each. Therefore, the total amount reduced to
16 judgment and owed to Plaintiff by Defendant is One Hundred Seventeen Thousand
17 Seven Hundred Thirty Four Dollars and Fifty Three Cents (\$117,734.53). Said
18 judgment shall accrue interest at the legal rate and is collectable by any and all legal
19 means.

20 THE COURT FURTHER ORDERS that as a Judgement Creditor, Plaintiff has
21 the right to enforce the Judgment through any and all legal means, including a
22 judgment debtor examination. If Plaintiff feels the information given by Defendant
23 is unsatisfactory, Plaintiff can refile her Motion and seek additional relief from the
24 Court.

1 THE COURT FURTHER ORDERS that if Defendant continues to violate the
2 agreement, Plaintiff may also re-notice the matter to seek contempt assistance or
3 obtain additional judgments.

4 THE COURT FURTHER ORDERS that regarding sanctions, Plaintiff's request
5 for sanctions is deferred to further proceedings with the Court determining same
6 depending on whether Defendant complies with this Order, assuming the parties do
7 not settle the matter.

8 THE COURT FURTHER ORDERS that Plaintiff's request for an Order to
9 Show Cause is denied at this time due to Defendant's defense on the record but this
10 is without prejudice and Plaintiff is entitled to verify those alleged facts and Plaintiff
11 can readdress same if Plaintiff re-notices the matter.

12 THE COURT FURTHER ORDERS that Defendant's Countermotion is denied
13 without prejudice.

14 THE COURT FURTHER ORDERS that Plaintiff shall prepare the Order from
15 today. Mr. Carman shall review the Order and then countersign.

16 Dated this 13 day of February, 2017.

17

18

19 Respectfully Submitted:


20 THE ABRAMS & MAYO LAW FIRM

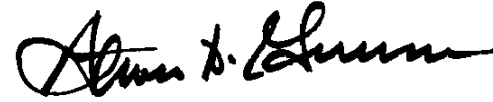
21 Vincent Mayo, Esq.
22 Nevada State Bar Number: 8564
23 6252 South Rainbow Blvd., Ste. 100
24 Las Vegas, Nevada 89118
P. (702) 222-4021
Attorney for Plaintiff


DISTRICT COURT JUDGE
T. ART RITCHIE, JR. *TR*

Approved as to form and content:

FINE CARMAN PRICE


Michael P. Carman, Esq.
Nevada State Bar Number: 7639
8965 S. Pecos Rd., Suite 9
Henderson, Nevada 89074
P. (702) 384-8900
Attorney for Defendant



CLERK OF THE COURT

1 **NOTC**

2 Vincent Mayo, Esq.
3 Nevada State Bar Number: 8564
4 THE ABRAMS & MAYO LAW FIRM
5 6252 South Rainbow Blvd., Suite 100
6 Las Vegas, Nevada 89118
7 Tel: (702) 222-4021
8 Fax: (702) 248-9750
9 Email: vmgroup@theabramslawfirm.com
10 Attorney for Plaintiff

11 Eighth Judicial District Court
12 Family Division
13 Clark County, Nevada

14 SUSAN VICTORIA REYNOLDS,) Case No.: D-11-448466-D
15)
16 Plaintiff,) Department: H
17)
18 vs.)
19)
20 ROBERT WILLIAM REYNOLDS,)
21)
22 Defendant.)
23)
24)

16 **NOTICE OF ENTRY OF JUDGMENT ORDER FROM THE MAY**

17 **12, 2016 HEARING**

18 PLEASE TAKE NOTICE that the Judgment Order from the May
19 12, 2016 Hearing was duly entered in the above-referenced matter. A
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21 ///

22 ///

23 ///

24 ///

1 true and correct copy of said Judgment Order is attached hereto.

2 DATED Wednesday, February 15, 2017.

3 Respectfully Submitted,

4 THE ABRAMS & MAYO LAW FIRM

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Vincent Mayo, Esq.
Nevada State Bar Number: 8564
6252 South Rainbow Blvd., Suite 100
Las Vegas, Nevada 89118
Attorney for Plaintiff

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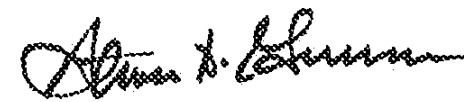
CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice of Entry of Judgment Order from the May 12, 2016 Hearing was filed electronically with the Eighth Judicial District Court in the above-entitled matter, on Wednesday, February 15, 2017. Electronic service of the foregoing document shall be made in accordance with the Master Service List, pursuant to NEFCR 9, as follows:

Michael P. Carman, Esq.



An Employee of The Abrams & Mayo Law Firm



CLERK OF THE COURT

ORDER

Vincent Mayo, Esq.
Nevada State Bar Number: 8564
The Abrams Law Firm, LLC
6252 South Rainbow Blvd., Suite 100
Las Vegas, Nevada 89118
Tel: (702) 222-4021
Fax: (702) 248-9750
Email: vmayo@theabramslawfirm.com
Attorney for Plaintiff

Eighth Judicial District Court
Family Division
Clark County, Nevada

SUSAN VICTORIA REYNOLDS,

Plaintiff,

vs.

ROBERT WILLIAM REYNOLDS,

Defendant.

) Case No.: D-11-448466-D

) Department: H

) Date of Hearing: May 2, 2016

) Time of Hearing: 10:00 a.m.

JUDGMENT ORDER FROM THE MAY 12, 2016 HEARING

This matter coming on for hearing on the 2nd day of May, 2016, upon the Plaintiff's Motion for an Order to Enforce and/or for an Order to Show Cause Regarding Contempt and Defendant's Opposition and Countermotion, with Plaintiff, SUSAN VICTORIA HAYDEN, appearing in Proper Person, and MICHAEL P. CARMAN, ESQ., of FINE CARMAN PRICE, appearing as attorney of record for Defendant, ROBERT WILLIAM REYNOLDS, who was not present in Court, and the Court having reviewed the papers and pleadings on file, having listened to the representations and arguments of counsel, and good cause appearing,

THE COURT HEREBY FINDS that Defendant was ordered to pay Plaintiff specified funds on a monthly basis from May 2015 through May 2016.

Not-Trial Dispositions: ☐ Other ☐ Dismissed - Want of Prosecution ☐ Involuntary (Statutory) Dismissal ☐ Default Judgment ☐ Transferred ☐ Settled/Withdrawn: ☐ Without Judicial Conf/Hrg ☒ With Judicial Conf/Hrg ☐ By ADR
 Trial Dispositions: ☐ Disposed After Trial Start ☐ Judgment Reached by Trial

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6 depending on whether Defendant complies with this Order, assuming the parties do
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12 THE COURT FURTHER ORDERS that Defendant's Countermotion is denied
13 without prejudice.

14 THE COURT FURTHER ORDERS that Plaintiff shall prepare the Order from
15 today. Mr. Carman shall review the Order and then countersign.

16 Dated this 13 day of February, 2017.

17
18
19 Respectfully Submitted:


20 THE ABRAMS & MAYO LAW FIRM

21 Vincent Mayo, Esq.
22 Nevada State Bar Number: 8564
23 6252 South Rainbow Blvd., Ste. 100
24 Las Vegas, Nevada 89118
P. (702) 222-4021
Attorney for Plaintiff


DISTRICT COURT JUDGE
T. ART RITCHIE, JR. *tip*

Approved as to form and content:

FINE CARMAN PRICE


Michael P. Carman, Esq.
Nevada State Bar Number: 7639
8965 S. Pecos Rd., Suite 9
Henderson, Nevada 89074
P. (702) 384-8900
Attorney for Defendant

MOTION FOR AN ORDER TO SHOW CAUSE FOR CONTEMPT AND/OR TO ENFORCE

Electronically Filed
7/17/2016
Steven D. Grierson
CLERK OF THE COURT



Filing Fee: The fee to file this motion is \$25.

*If your case was originally filed as a Joint Petition divorce, there is an additional \$129 filing fee to file this motion.

This Motion Is For:

- A person who has a Nevada court order that has been signed by the judge and filed; AND
- The other party has received a copy of the signed Nevada court order; AND
- The other party is not following the order.

You Have to Try to Resolve the Issue with the Other Party Privately: If you do not, you have to explain in the papers why you didn't try to work this out with the other party first. You may be sanctioned if the judge thinks you could have resolved this privately.

1. Fill out the Paperwork: Use black ink and write clearly.

- **Motion for an Order to Enforce and for an Order to Show Cause**
This form tells the judge and the other party how the other person is violating the court order. You will have to explain what the other person has done (or not done) and how you are being harmed because of it.
- **Motion / Opposition Fee Information Sheet**
This form tells the Clerk of Court whether you need to pay a filing fee.
- **Schedule of Arrears (this form is not in this packet, but available separately)**
This form is only needed if the other person has violated court orders by not paying child support or spousal support. You must list each payment the other person did not pay in full, with a grand total at the bottom.
- **Ex Parte Application for an Order to Show Cause**
This form asks the judge to set a contempt hearing where the other party has to explain their actions.
- **Exhibit Appendix** – if you have exhibits to file, ask the SHC staff for this form.

2. File the Paperwork:

In person: Bring your forms and filing fee (*if applicable*) to the Family Courthouse. File them at the Clerk's Office on the 1st floor. Get a ticket for filing when you arrive.

Mail: Send your forms and filing fee (*if applicable*) to Clerk of Court, 601 N Pecos, Las Vegas, NV 89101.

Online: You can upload your documents at <https://nevada.tylerhost.net/OfsWeb/>. There is a \$3.50 fee to e-file your documents.

Many family law matters involve complex and valuable legal rights which cannot adequately be protected without the assistance of an attorney. The information provided is basic, general information that does not fit all situations. It is the duty of each self-represented individual to know what rules of court and law apply. For more information on the law, these forms, and free classes, visit www.familylawselfhelpcenter.org or the Family Law Self Help Center at 601 N. Pecos Road.

COURT CODE: MOT

Your Name: _____

Address: _____

Telephone: _____

Email Address: _____

Self-Represented

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Plaintiff,
vs.

Defendant.

CASE NO.: _____

DEPT: _____

Hearing Requested? (☒ *check one, the clerk will
enter dates when you file*)

☐ **Yes.** Hearing Date: _____

Hearing Time: _____

☐ **No.** Chambers Decision: _____

**MOTION AND NOTICE OF MOTION FOR AN ORDER TO ENFORCE AND/OR FOR
AN ORDER TO SHOW CAUSE REGARDING CONTEMPT**

TO: Name of Opposing Party and Party's Attorney, if any, _____

If a hearing was requested above, the hearing on this motion will be held on the date and
time above before the Eighth Judicial District Court - Family Division located at:
(clerk will check one)

- ☐ The Family Courts and Services Center, 601 N. Pecos Road Las Vegas, Nevada 89101.
- ☐ The Regional Justice Center, 200 Lewis Avenue Las Vegas, Nevada 89101.

**NOTICE: You may file a written response to this motion with the Clerk of the
Court and provide the undersigned with a copy of your response within 14
days of receiving this motion. Failure to file a written response with the Clerk
of Court within 14 days of your receipt may result in the requested relief being
granted by the Court without a hearing prior to the scheduled hearing date.**

Submitted By: _____

☐ Plaintiff / ☐ Defendant

MOTION

(Your name) _____ moves this Court for an order to enforce current court orders and for an order to show cause why the opposing party should not be held in contempt and punished accordingly for violating this court's order. (☒ *check one*)

- ☐ I tried to resolve this issue with the other party before filing this motion.
 - ☐ I did not try to resolve this issue with the other party before filing this motion. Any attempt to resolve the issue would have been useless or impractical because (*explain why you did not try to resolve this issue directly with the other party before filing this motion*)
-
-

Financial Disclosure Form ("FDF") Certification. (☒ *check one*)

- ☐ This motion does not have anything to do with money or financial relief.
- ☐ I understand that I must file my FDF within 3 days of filing this motion to support my request for financial relief. Failure to file a timely, complete, and accurate FDF may result in the court ruling against me and/or imposing sanctions.
- ☐ I filed a FDF in the last 6 months and have no material changes to report.

POINTS AND AUTHORITIES LEGAL ARGUMENT

The refusal to obey a lawful order issued by the court is an act of contempt. NRS 22.010(3). The facts of contempt must be presented to the court through an affidavit. NRS 22.030(2). A person found guilty of contempt may be fined up to \$500 for each act of contempt, may be imprisoned for up to 25 days, or both. A person found guilty of contempt may also be required to pay the reasonable expenses, including attorney's fees, of the person seeking to enforce the order. NRS 22.100.

FACTS AND ARGUMENT

1. **Violation.** I believe the other party is violating court orders. The Court should find the other party in contempt because the other party: (☒ *check all that apply*)

Child Support:

- ☐ Does not pay child support at all
- ☐ Pays less child support than ordered
- ☐ Pays child support late

Alimony:

- ☐ Does not pay alimony at all
- ☐ Pays less alimony than ordered
- ☐ Pays alimony late

Other:

- ☐ Does not obey the custody / visitation schedule
- ☐ Does not obey the Behavior Order
- ☐ Has not returned property to me
- ☐ Other: _____

Details about the contempt(s) alleged above are in the attached Declaration.

2. **Garnishment.** (☒ *check appropriate boxes below*)

Does the violation have to do with unpaid child support and/or alimony? ☐ Yes ☐ No

If yes, do you want the judge to order the other party to have his/her wages garnished to pay future child support and/or alimony? ☐ Yes ☐ No

3. **Enforcement.** I would like the Court to issue any orders necessary to effectuate compliance with the court order.

4. **Other Relief.** In addition to the relief requested above, I would like the Court to also order the following: (*Explain anything else that you would like the judge to order, or enter "N/A" if you do not want anything else. Be specific.*) _____

I respectfully ask the Court to grant me the relief requested above, including an award of attorney's fees if I am able to retain an attorney for this matter, and any other relief the Court finds appropriate.

DATED _____, 20____.

Submitted By: (*your signature*) _____

(*print your name*) _____

**DECLARATION IN SUPPORT OF MOTION FOR AN ORDER TO ENFORCE AND/OR
FOR AN ORDER TO SHOW CAUSE REGARDING CONTEMPT**

I have personal knowledge of the facts constituting the contempt(s), which are explained in detail below:

How to Fill Out The Next Section:

Get a copy of the court order that is being violated.

The order shows on the upper right corner of the first page the date the order was filed. Write this date in the section that says “date court order was filed.” (*ex., 2/1/2018*)

Find the pages where the court order says what the other party is supposed to do. Find the line number or paragraph number where the order specifically says what the other party is supposed to do. Write these numbers on the “page” and “line/paragraph number” line. (*ex., page 3, line 21*)

Finally, write what the order says the party is supposed to do (*ex. Defendant is supposed to pay \$300 per month in child support*), how the party is violating the order (*ex. Defendant has not paid any child support*), and the dates of the violation (*ex. March 2018-present*).

List each violation separately.

You can include violations for 2 separate court orders, and 2 violations for each court order.
You can add more pages if needed to describe more violations.

1. **First Court Order Being Violated.** The other party is violating the terms of a Court order that the Court entered on (*date court order was filed*) _____.

a. The Court order says on page _____, line/paragraph number _____ that the other party is supposed to: (*write what the order says the other party is supposed to do*):

The other party is not following this part of the order. The other party is (*describe what the other party is doing or not doing that violates the order*) _____

The violation happened on (*date(s) of violation*) _____.

- b. The Court order says on page _____, line/paragraph number _____ that the other party is supposed to: *(write what the order says the other party is supposed to do)*:

The other party is not following this part of the order. The other party is *(describe what the other party is doing or not doing that violates the order)* _____

The violation happened on *(date(s) of violation)* _____.

2. **Second Court Order Being Violated.** The other party is violating the terms of a Court order that the Court entered on *(date court order was filed)* _____. According to the Court order, the other party is supposed to do the following:

- a. The Court order says on page _____, line/paragraph number _____ that the other party is supposed to: *(write what the order says the other party is supposed to do)*:

The other party is not following this part of the order. The other party is *(describe what the other party is doing or not doing that violates the order)* _____

The violation happened on *(date(s) of violation)* _____.

- b. The Court order says on page _____, line/paragraph number _____ that the other party is supposed to: *(write what the order says the other party is supposed to do)*:

The other party is not following this part of the order. The other party is *(describe what the other party is doing or not doing that violates the order)* _____

The violation happened on *(date(s) of violation)* _____.

3. **Notice.** (☒ *check one*)

- ☐ The other party was served with a copy of the first court order on *(date the party was served with the order)* _____ and was served with a copy of the second court order on *(date the party was served with the order)* _____.
- ☐ The other party knows about the court order(s) because *(explain how the other party is aware of the court order)* _____

4. **Harm.** I am being harmed or will be harmed by the other party's violation in the following ways: *(explain how the other party's violation is affecting you)* .

5. **Money Due / Arrears.** *If the other party is not paying child support or alimony, you have to fill out a form called a "Schedule of Arrears." The Schedule of Arrears lists every missed or partial payment with a grand total of what is now due (including any applicable interest or penalties).*

(☒ check all that apply)

- ☐ The other party's violation does not have to do with unpaid money.
- ☐ The other party owes me for unpaid child support. The other party has not paid a total of \$_____ in child support. This amount should be reduced to judgment.
- ☐ The other party owes me for unpaid spousal support. The other party has not paid a total of \$_____ in spousal support. This amount should be reduced to judgment.
- ☐ The other party has not paid me other amounts owed (*Explain how much money the other party owes you and why*): _____

This amount should be reduced to judgment.

6. **Need for Contempt Ruling.** The judge should find (*write the name of other party who is violating court orders*) _____ in contempt because (*explain why the judge should hold the person in contempt*) _____

7. Any Exhibit(s) in support of this Motion will be filed separately in an Exhibit Appendix.

I have personal knowledge of the facts constituting the contempt(s) explained above. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED _____, 20____.

Submitted By: (*your signature*) _____
(*print your name*) _____

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Plaintiff/Petitioner

v. _____

Defendant/Respondent

Case No. _____

Dept. _____

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below.

- ☐ **\$25** The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-
☐ **\$0** The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
- ☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
 - ☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
 - ☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
 - ☐ Other Excluded Motion (must specify) _____.

Step 2. Select the \$0, \$129 or \$57 filing fee in the box below.

- ☐ **\$0** The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
- ☐ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
 - ☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
- OR-
☐ **\$129** The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
-OR-
☐ **\$57** The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

☐ **\$0** ☐ **\$25** ☐ **\$57** ☐ **\$82** ☐ **\$129** ☐ **\$154**

Party filing Motion/Opposition: _____ Date _____

Signature of Party or Preparer _____

EPAP

Name: _____

Address: _____

Telephone: _____

Email Address: _____

In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

<p>_____ Plaintiff,</p> <p>vs.</p> <p>_____ Defendant.</p>	<p>CASE NO.: _____</p> <p>DEPT: _____</p>
--	---

EX PARTE APPLICATION FOR AN ORDER TO SHOW CAUSE

(*Your name*) _____, in Proper Person, submits this ex parte application for issuance of an Order to Show Cause directed to the opposing party pursuant to EDCR 5.510(b). This application is based on the pleadings and papers on file and the declaration attached to this application.

DATED _____, 20____.

Submitted By: (*your signature*) _____

(*print your name*) _____

**DECLARATION IN SUPPORT OF EX PARTE APPLICATION FOR AN ORDER TO
SHOW CAUSE**

I declare, under penalty of perjury:

1. I am the moving party in this action. I have personal knowledge of the facts contained in the Motion and in this Declaration and I am competent to testify to the same.
2. I filed a Motion for an Order to Enforce and/or for an Order to Show Cause Regarding Contempt on *(date you filed the motion)* _____. The memorandum of points and authorities, legal arguments, and declaration contained in the Motion for an Order to Enforce and/or for an Order to Show Cause Regarding Contempt are incorporated here as if set forth in full.
3. I am requesting the Court issue an Ex Parte Order to Show Cause because: _____

4. This Ex Parte Application for an Order to Show Cause is made in good faith.

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

DATED _____, 20____.

Submitted By: *(your signature)* _____

(print your name) _____

OSC

Your Name: _____

Address: _____

Telephone: _____

Email Address: _____

In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Plaintiff,

vs.

Defendant.

CASE NO.: _____

DEPT: _____

DATE OF HEARING: _____

TIME OF HEARING: _____

ORDER TO SHOW CAUSE

The Court, having reviewed the moving party's Motion for an Order to Show Cause, the papers and pleadings filed, and relevant testimony, hereby finds that there is good cause to grant the moving party an Order to Show Cause.

IT IS HEREBY ORDERED that (*name of opposing party*) _____ shall appear on the date and time above before the Eighth Judicial District Court - Family Division located at: (☒ *check one*)

☐ The Family Courts and Services Center, 601 N. Pecos Road Las Vegas, Nevada 89101.

☐ The Regional Justice Center, 200 Lewis Avenue Las Vegas, Nevada 89101.

to show cause, if any, why the party should not be held in contempt of this Court for:

1. Failure to obey this Court's order entered on (*date of order*) _____ by
(*summarize what the other party is doing to violate that order*) _____

on (*date that the violation occurred*) _____.

2. Failure to obey this Court's order entered on *(date of order)* _____ by
(summarize what the other party is doing to violate that order) _____

on *(date that the violation occurred)* _____.

3. Failure to obey this Court's order entered on *(date of order)* _____ by
(summarize what the other party is doing to violate that order) _____

on *(date that the violation occurred)* _____.

4. Failure to obey this Court's order entered on *(date of order)* _____ by
(summarize what the other party is doing to violate that order) _____

on *(date that the violation occurred)* _____.

5. Failure to obey this Court's order entered on *(date of order)* _____ by
(summarize what the other party is doing to violate that order) _____

on *(date that the violation occurred)* _____.

DATED this _____ day of _____, 20____.

DISTRICT COURT JUDGE

Respectfully submitted by:

(Your signature) _____

(Your name) _____

☐ Plaintiff / ☐ Defendant

3. Submit The Order to Show Cause to the Judge:

Take these documents to Family Court and put them in the Department Drop Box on the 1st floor.

- **The Ex Parte Application for an Order to Show Cause**
- **The Order to Show Cause:** Fill out every section except the date and the judge's signature line. The judge may sign the Order to Show Cause if the judge wants to set a contempt hearing based on just reading your papers. Or, the judge might want to wait until your hearing before signing this form.
 - **If the judge does not sign the order:** The judge's staff will send the order back to you. Serve the motion on the other party, and bring the order to the hearing.
 - **If the judge signs the order:** Serve the other party with the Order to Show Cause and any other documents. Find out from the judge's staff if you should mail it or have someone else serve the order personally. Different judges require different kinds of service.

4. Serve the Other Party:

Make Copies: Make a copy of each filed document to serve on the other party. Keep the originals.

Serve the Documents on the Other Party:

Who to Serve: **WARNING!** If you do not serve the right person, your case may be delayed.

- **If the other party has an attorney:** Serve the attorney.
- **If the other party does not have an attorney:** Serve the other party.

When to Serve: You must mail the documents within 3 days after filing.

How to Serve: Serve the documents the way the judge's staff instructed. Some judges require personal service, some require certified mail, and some require regular mailing.

5. Fill out and File the Proof of Service:

This form tells the Court when, where, and how the documents were served. The person who served the papers should fill this out after serving the other party. File this after the other party is served.

WARNING! If you do not do this, the judge may cancel your hearing.

6. Wait and See What the Other Party Does:

If the Other Party files an Opposition and Countermotion: You may file a Reply to the Countermotion if the other party brought up issues that you want to explain to the judge.

7. Attend the Hearing:

Before the Hearing: Arrive at least 20 minutes early to allow enough time to park, get through security, and find the courtroom.

After the Hearing: The judge may tell you to prepare a written order from the hearing. If so, see the Self Help Center to obtain the forms and instructions.

PSER
Name: _____
Address: _____

Telephone: _____
Email Address: _____
Self-Represented

**DISTRICT COURT
CLARK COUNTY, NEVADA**

_____ Plaintiff, vs. _____ Defendant.	CASE NO.: _____ DEPT: _____
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PROOF OF SERVICE (Motion for Contempt / Order to Show Cause)

I, *(name of person who served the documents)* _____, declare
that I served *(name of person who was served)* _____
with a copy of the (☒ *check all that apply*)

- ☐ Motion to Enforce and/or for an Order to Show Cause Regarding Contempt
- ☐ Schedule of Arrearages
- ☐ Order to Show Cause
- ☐ Other: _____

in the following manner: (☒ *check one*)

☐ **Mail:**

I deposited a copy of the documents in the U.S. Mail in the State of Nevada,
postage prepaid, by (☒ *check one*) ☐ regular mail or ☐ certified mail on the *(day
you mailed the documents)* _____ day of *(month)* _____, 20____
addressed to:

(Print the name and address of the person you mailed the documents to)

OR

☐ **Personal Service:**

I am not a party to nor interested in the outcome of this action, I am over 18 years of age, and I (☒ *check one*) ☐ am / ☐ am not a licensed process server or an employee of a licensed process server. I served the documents named above by delivering and leaving the documents with (*name of person served*) _____ at (*street address*) _____ (*city*) _____, (*state*) _____, (*zip code*) _____. The documents were served on the (*day you served the documents*) _____ day of (*month*) _____, 20____ at the hour of (*time*) ____:____ ☐ am ☐ pm. If the person who was served is not the party, the person served is a person of suitable age and discretion that resides with the party.

(☒ *check if applicable*)

☐ I am not a licensed process server; I am a natural person serving legal process without compensation, not more than three times per year, on behalf of a litigant who is a natural person, and therefore I am not required to be licensed pursuant to NRS 648.063(2) (2017 Nevada Laws Ch. 126 (A.B. 128)).

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

DATED (*month*) _____ (*day*) _____, 20____.

Server's Signature: ► _____

Server's Printed Name: _____

Residential / Business Address: _____

City, State, Zip: _____

Server's Phone Number: _____

Server's License/Registration Number: _____
(*if applicable*)



CLERK OF THE COURT

COURT CODE: MOT

Your Name: Susan Victoria Hayden

Address: 2410 Doherty Way, Henderson NV, 89014

Telephone: 7023505242

Email Address: dirtyjeepgirl@yahoo.com

Self-Represented

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Susan Victoria Hayden

Plaintiff,

vs.

Robert William Reynolds

Defendant.

CASE NO.: D-11-448466-D

DEPT: H

Hearing Requested? (☒ *check one, the clerk will
enter dates when you file*)

☒ **Yes.** Hearing Date: _____

Hearing Time: _____

☐ **No.** Chambers Decision: _____

**MOTION AND NOTICE OF MOTION FOR AN ORDER TO ENFORCE AND/OR FOR
AN ORDER TO SHOW CAUSE REGARDING CONTEMPT**

TO: Name of Opposing Party and Party's Attorney, if any, Robert Reynolds

If a hearing was requested above, the hearing on this motion will be held on the date and
time above before the Eighth Judicial District Court - Family Division located at:
(*clerk will check one*)

- ☐ The Family Courts and Services Center, 601 N. Pecos Road Las Vegas, Nevada 89101.
- ☐ The Regional Justice Center, 200 Lewis Avenue Las Vegas, Nevada 89101.

**NOTICE: You may file a written response to this motion with the Clerk of the
Court and provide the undersigned with a copy of your response within 14
days of receiving this motion. Failure to file a written response with the Clerk
of Court within 14 days of your receipt may result in the requested relief being
granted by the Court without a hearing prior to the scheduled hearing date.**

Submitted By: /s/ Susan Victoria Hayden

☒ Plaintiff / ☐ Defendant

MOTION

(Your name) Susan Victoria Hayden moves this Court for an order to enforce current court orders and for an order to show cause why the opposing party should not be held in contempt and punished accordingly for violating this court's order. (☒ *check one*)

- ☐ I tried to resolve this issue with the other party before filing this motion.
- ☒ I did not try to resolve this issue with the other party before filing this motion. Any attempt to resolve the issue would have been useless or impractical because (*explain why you did not try to resolve this issue directly with the other party before filing this motion*)

I have attempted to work this out with Robert Reynolds on many occasions. All attempts to collect any sort have payment have been unsuccessful.

Financial Disclosure Form ("FDF") Certification. (☒ *check one*)

- ☐ This motion does not have anything to do with money or financial relief.
- ☒ I understand that I must file my FDF within 3 days of filing this motion to support my request for financial relief. Failure to file a timely, complete, and accurate FDF may result in the court ruling against me and/or imposing sanctions.
- ☐ I filed a FDF in the last 6 months and have no material changes to report.

POINTS AND AUTHORITIES LEGAL ARGUMENT

The refusal to obey a lawful order issued by the court is an act of contempt. NRS 22.010(3). The facts of contempt must be presented to the court through an affidavit. NRS 22.030(2). A person found guilty of contempt may be fined up to \$500 for each act of contempt, may be imprisoned for up to 25 days, or both. A person found guilty of contempt may also be required to pay the reasonable expenses, including attorney's fees, of the person seeking to enforce the order. NRS 22.100.

FACTS AND ARGUMENT

1. **Violation.** I believe the other party is violating court orders. The Court should find the other party in contempt because the other party: (☒ *check all that apply*)

Child Support:

- ☐ Does not pay child support at all
☐ Pays less child support than ordered
☐ Pays child support late

Alimony:

- ☐ Does not pay alimony at all
☐ Pays less alimony than ordered
☐ Pays alimony late

Other:

- ☐ Does not obey the custody / visitation schedule
☐ Does not obey the Behavior Order
☐ Has not returned property to me
☒ Other:
Failure to pay court ordered monthly payments.

Details about the contempt(s) alleged above are in the attached Declaration.

2. **Garnishment.** (☒ *check appropriate boxes below*)

Does the violation have to do with unpaid child support and/or alimony? ☐ Yes ☒ No

If yes, do you want the judge to order the other party to have his/her wages garnished to pay future child support and/or alimony? ☐ Yes ☐ No

3. **Enforcement.** I would like the Court to issue any orders necessary to effectuate compliance with the court order.

4. **Other Relief.** In addition to the relief requested above, I would like the Court to also order the following: (*Explain anything else that you would like the judge to order, or enter "N/A" if you do not want anything else. Be specific.*)

I only want what was is stated in the Decree of Divorce.

I respectfully ask the Court to grant me the relief requested above, including an award of attorney's fees if I am able to retain an attorney for this matter, and any other relief the Court finds appropriate.

DATED May 19th, 2020.

Submitted By: (*your signature*) /s/ Susan Victoria Hayden

(*print your name*) Susan Victoria Hayden

**DECLARATION IN SUPPORT OF MOTION FOR AN ORDER TO ENFORCE AND/OR
FOR AN ORDER TO SHOW CAUSE REGARDING CONTEMPT**

I have personal knowledge of the facts constituting the contempt(s), which are explained in detail below:

How to Fill Out The Next Section:

Get a copy of the court order that is being violated.

The order shows on the upper right corner of the first page the date the order was filed. Write this date in the section that says "date court order was filed." (*ex., 2/1/2018*)

Find the pages where the court order says what the other party is supposed to do. Find the line number or paragraph number where the order specifically says what the other party is supposed to do. Write these numbers on the "page" and "line/paragraph number" line. (*ex., page 3, line 21*)

Finally, write what the order says the party is supposed to do (*ex. Defendant is supposed to pay \$300 per month in child support*), how the party is violating the order (*ex. Defendant has not paid any child support*), and the dates of the violation (*ex. March 2018-present*).

List each violation separately.

You can include violations for 2 separate court orders, and 2 violations for each court order.
You can add more pages if needed to describe more violations.

1. **First Court Order Being Violated.** The other party is violating the terms of a Court order that the Court entered on (*date court order was filed*) 06-12-2012.

- a. The Court order says on page 3, line/paragraph number 3-4/2 that the other party is supposed to: (*write what the order says the other party is supposed to do*):

One Million Dollars (1,000,000), amortized on a monthly basis and payable over eight (8) years.

The other party is not following this part of the order. The other party is (*describe what the other party is doing or not doing that violates the order*)

Robert Reynolds has failed to make any payments since June 6th, 2012.

The violation happened on (*date(s) of violation*) June 6th 2012 - Present day May 19th 2020.

- b. The Court order says on page 3, line/paragraph number 4-12/2 that the other party is supposed to: *(write what the order says the other party is supposed to do)*:

Such monthly payments, which will be due and payable on the first of every month, shall be subject to three one-half percent (3.5%) interest per annum paid monthly for an additional period of five (5) years .

The other party is not following this part of the order. The other party is *(describe what the other party is doing or not doing that violates the order)*

Robert Reynolds has failed to make any kind of payment despite Stipulated Decree of Divorce.

The violation happened on *(date(s) of violation)* June 6th 2012 - Present Day.

2. **Second Court Order Being Violated.** The other party is violating the terms of a Court order that the Court entered on *(date court order was filed)* September 27, 2016. According to the Court order, the other party is supposed to do the following:

- a. The Court order says on page 3, line/paragraph number not sure that the other party is supposed to: *(write what the order says the other party is supposed to do)*:

"The Plaintiff's MOTION FOR JUDGMENT is GRANTED. Plaintiff shall be AWARDED JUDGMENT against the Defendant for the months of September 2015-MARCH 2016, in the amount listen in the Schedule Of Arrears, and for April and May 2016 payments of \$10,540.67 for each month, which will ACCRUE INTEREST at the LEGAL RATE and may be COLLECTED by any lawful means."

The other party is not following this part of the order. The other party is *(describe what the other party is doing or not doing that violates the order)*

No payments have been made.

The violation happened on *(date(s) of violation)* May 02, 2016 - Present day.

- b. The Court order says on page 3, line/paragraph number Not sure that the other party is supposed to: *(write what the order says the other party is supposed to do)*:

"Plaintiff may RENOTICE the MOTION if Defendant stops paying."

"Regarding SANCTIONS, the Court will determine what the sanction is only when he complies with the Order. The issues of SANCTIONS IS DEFERRED."

The other party is not following this part of the order. The other party is *(describe what the other party is doing or not doing that violates the order)*

No payments have been made. I was unable to continue due to financial issues and lack of time.

The violation happened on *(date(s) of violation)* May 02, 2016 - Present day.

3. **Notice.** (☒ *check one*)

- ☒ The other party was served with a copy of the first court order on *(date the party was served with the order)* 4/15/2016 @4:29 PM and was served with a copy of the second court order on *(date the party was served with the order)* _____.
- ☐ The other party knows about the court order(s) because *(explain how the other party is aware of the court order)*

4. **Harm.** I am being harmed or will be harmed by the other party's violation in the following ways: *(explain how the other party's violation is affecting you)*.

I have been trying for several years to get this resolved.. I have paid thousand of dollars, believed countless lies from Robert Reynolds and spent many nights wondering if I should even go through with this. I lost hope after the last court hearing due to Vincent Mayo (my previous lawyer) not even showing up to defend me (among other issues with him). To tell you the truth I have no idea what I'm doing. This entire court process is scary and unknown to me. I get nervous just thinking about having to face Robert.. I don't want to run anymore. So how am I being harmed? By yet again letting this man take advantage of my kindness. My father made me file for divorce and hire Vincent Mayo. My ex boyfriend made me take Robert back to court the last time in 2016. This time, it's for me.

5. **Money Due / Arrears.** *If the other party is not paying child support or alimony, you have to fill out a form called a "Schedule of Arrears." The Schedule of Arrears lists every missed or partial payment with a grand total of what is now due (including any applicable interest or penalties).*

(☒ *check all that apply*)

- ☐ The other party's violation does not have to do with unpaid money.
- ☐ The other party owes me for unpaid child support. The other party has not paid a total of \$_____ in child support. This amount should be reduced to judgment.
- ☐ The other party owes me for unpaid spousal support. The other party has not paid a total of \$_____ in spousal support. This amount should be reduced to judgment.
- ☒ The other party has not paid me other amounts owed (*Explain how much money the other party owes you and why*):
Over \$600,000 (Interest and penalties not included)

This amount should be reduced to judgment.

6. **Need for Contempt Ruling.** The judge should find (*write the name of other party who is violating court orders*) Robert Reynolds in contempt because (*explain why the judge should hold the person in contempt*)
Robert has not followed through with our Decree of Divorce in eight (8) years.

7. Any Exhibit(s) in support of this Motion will be filed separately in an Exhibit Appendix.

I have personal knowledge of the facts constituting the contempt(s) explained above. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED May 19th, 2020.

Submitted By: (*your signature*) /s/ Susan Victoria Hayden
(*print your name*) Susan Victoria Hayden

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Susan Victoria Hayden

Plaintiff/Petitioner

v.

Robert William Reynolds

Defendant/Respondent

Case No. D-11-448466-D

Dept. H

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below.

- ☐ **\$25** The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-
- ☐ **\$0** The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
- ☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
 - ☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
 - ☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
 - ☐ Other Excluded Motion (must specify) _____.

Step 2. Select the \$0, \$129 or \$57 filing fee in the box below.

- ☐ **\$0** The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
- ☐ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
 - ☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
- OR-
- ☐ **\$129** The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
- OR-
- ☐ **\$57** The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

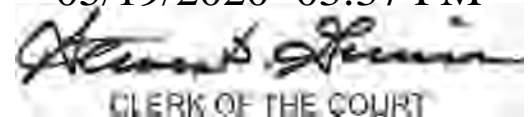
Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

☐ **\$0** ☐ **\$25** ☐ **\$57** ☐ **\$82** ☐ **\$129** ☐ **\$154**

Party filing Motion/Opposition: Susan Victoria Hayden Date May 19th, 202

Signature of Party or Preparer /s/ Susan Victoria Hayden


CLERK OF THE COURT

EPAP

Name: Susan Victoria Hayden

Address: 2410 Doherty Way, Henderson NV, 89014

Telephone: 7023505242

Email Address: dirtyjeepgirl@yahoo.com

In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Susan Victoria Hayden

Plaintiff,

vs.

Robert William Reynolds

Defendant.

CASE NO.: D-11-448466-D

DEPT: H

EX PARTE APPLICATION FOR AN ORDER TO SHOW CAUSE

(*Your name*) Susan Victoria Hayden, in Proper Person, submits this ex parte application for issuance of an Order to Show Cause directed to the opposing party pursuant to EDCR 5.510(b). This application is based on the pleadings and papers on file and the declaration attached to this application.

DATED May 19th, 2020.

Submitted By: (*your signature*) /s/ Susan Victoria Hayden

(*print your name*) Susan Victoria Hayden

**DECLARATION IN SUPPORT OF EX PARTE APPLICATION FOR AN ORDER TO
SHOW CAUSE**

I declare, under penalty of perjury:

1. I am the moving party in this action. I have personal knowledge of the facts contained in the Motion and in this Declaration and I am competent to testify to the same.
2. I filed a Motion for an Order to Enforce and/or for an Order to Show Cause Regarding Contempt on *(date you filed the motion)* May 19th, 2020. The memorandum of points and authorities, legal arguments, and declaration contained in the Motion for an Order to Enforce and/or for an Order to Show Cause Regarding Contempt are incorporated here as if set forth in full.
3. I am requesting the Court issue an Ex Parte Order to Show Cause because:
Robert has not followed through with our Decree of Divorce in eight (8) years.

4. This Ex Parte Application for an Order to Show Cause is made in good faith.

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

DATED May 19th, 2020.

Submitted By: *(your signature)* /s/ Susan Victoria Hayden
(print your name) Susan Victoria Hayden

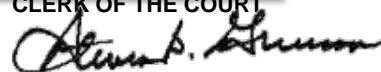
SCHEDULE OF ARREARS INSTRUCTIONS

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1/19/2020 4:06 PM

Steven D. Grierson

CLERK OF THE COURT



This Form Is For:

- A person filing a Motion; AND:
- The motion is about court-ordered child support that the other party has not paid; or
- The motion is about court-ordered alimony that the other party has not paid.

This form is REQUIRED if you want the judge to award you “arrear” or “back support.” You must file this paperwork with your motion, and you must serve a copy of it on the other party.

How to Fill Out the Form:

The form tells the judge every single payment the other party should have made, how much (if anything) was paid, and what is still owed. You must provide specific information about every payment that was due. The columns ask for:

- **Due Date:** This is the date the other party should have paid. This will be a specific date of each month.
- **Amount Due:** This is how much the other party should have paid for that payment.
- **Date Payment Received:** If the other party made a payment, write the date you received the payment. If you did not receive anything, write “not received.”
- **Amount Received:** Write the amount you received from the other party. If you did not receive anything, write “0.”
- **Arrears This Period:** This is how much the other party still owes you for that payment.

The calculation is: *Amount Due – Amount Received*

- **Interest:** Nevada law allows you to collect statutory interest for any amounts not paid. Interest is based on the state’s prime interest rate PLUS 2%. The rate changes every January and every July. The attached interest rate chart has the prime interest rates since 1987. These rates plus 2% equal the statutory simple interest rate you are entitled to annually.
- **Penalties:** **This column only applies to child support arrears that have been due and owing for longer than 30 days.** You are entitled to a 10% per annum penalty on any child support arrears owed for longer than 30 days.
- **Total Arrears, Interest, and Penalties Due:** Add the numbers in each column for a grand total at the bottom.

Interest and Penalties calculations can be very complicated! The Self-Help Center has a computer program available in the center for those who would like to do the proper calculations. Ask a staff member to use the “MLAW” program if you are interested.

Many family law matters involve complex and valuable legal rights which cannot adequately be protected without the assistance of an attorney. The information provided is basic, general information that does not fit all situations. It is the duty of each self-represented individual to know what rules of court and law apply. For more information on the law, these forms, and free classes, visit www.familylawselfhelpcenter.org or the Family Law Self Help Center at 601 N. Pecos Road.

SCHD

Name: _____

Address: _____

Telephone: _____

Email Address: _____

In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

<p>_____ Plaintiff,</p> <p>vs.</p> <p>_____ Defendant.</p>	<p>CASE NO.: _____</p> <p>DEPT: _____</p>
--	---

SCHEDULE OF ARREARAGES

Under penalty of perjury, pursuant to the best information known and available to me, the following schedule accurately sets out the dates and amounts of periodic payments due from *(name of party who owes money)* _____ pursuant to a lawful court order, the dates and amounts of all payments received, and the principal, interest, and penalties due.

I declare under penalty of perjury under the laws of the State of Nevada and the United States (NRS 53.045 and 28 U.S.C. § 1746) that the foregoing is true and correct.

Dated this *(day)* _____ day of *(month)* _____, 20____.

Submitted By: *(your signature)* _____
(print your name) _____

Find the time period for the missed payment, and add 2% to get the interest rate.
For instance, the interest for January 2012 would be 3.25% + 2%, or a total of 5.25%

PRIME INTEREST RATE

NRS 99.040(1) requires:

*"When there is no express contract in writing fixing a different rate of interest, interest must be allowed at a rate equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1, or July 1, as the case may be, immediately preceding the date of the transaction, plus 2 percent, upon all money from the time it becomes due,"*¹

Following is the prime rate as ascertained by the Commissioner of Financial Institutions:

January 1, 2020	4.75%	July 1, 2020	
January 1, 2019	5.50%	July 1, 2019	5.50%
January 1, 2018	4.50%	July 1, 2018	5.00%
January 1, 2017	3.75%	July 1, 2017	4.25%
January 1, 2016	3.50%	July 1, 2016	3.50%
January 1, 2015	3.25%	July 1, 2015	3.25%
January 1, 2014	3.25%	July 1, 2014	3.25%
January 1, 2013	3.25%	July 1, 2013	3.25%
January 1, 2012	3.25%	July 1, 2012	3.25%
January 1, 2011	3.25%	July 1, 2011	3.25%
January 1, 2010	3.25%	July 1, 2010	3.25%
January 1, 2009	3.25%	July 1, 2009	3.25%
January 1, 2008	7.25%	July 1, 2008	5.00%
January 1, 2007	8.25%	July 1, 2007	8.25%
January 1, 2006	7.25%	July 1, 2006	8.25%
January 1, 2005	5.25%	July 1, 2005	6.25%
January 1, 2004	4.00%	July 1, 2004	4.25%
January 1, 2003	4.25%	July 1, 2003	4.00%
January 1, 2002	4.75%	July 1, 2002	4.75%
January 1, 2001	9.50%	July 1, 2001	6.75%
January 1, 2000	8.25%	July 1, 2000	9.50%
January 1, 1999	7.75%	July 1, 1999	7.75%
January 1, 1998	8.50%	July 1, 1998	8.50%
January 1, 1997	8.25%	July 1, 1997	8.50%
January 1, 1996	8.50%	July 1, 1996	8.25%
January 1, 1995	8.50%	July 1, 1995	9.00%
January 1, 1994	6.00%	July 1, 1994	7.25%
January 1, 1993	6.00%	July 1, 1993	6.00%
January 1, 1992	6.50%	July 1, 1992	6.50%
January 1, 1991	10.00%	July 1, 1991	8.50%
January 1, 1990	10.50%	July 1, 1990	10.00%
January 1, 1989	10.50%	July 1, 1989	11.00%
January 1, 1988	8.75%	July 1, 1988	9.00%
January 1, 1987	Not Available	July 1, 1987	8.25%

*** Attorney General Opinion No. 98-20:**

If clearly authorized by the creditor, a collection agency may collect whatever interest on a debt its creditor would be authorized to impose. A collection agency may not impose interest on any account or debt where the creditor has agreed not to impose interest or has otherwise indicated an intent not to collect interest. Simple interest may be imposed at the rate established in NRS 99.040 from the date the debt becomes due on any debt where there is no written contract fixing a different rate of interest, unless the account is an open or store accounts as discussed herein. In the case of open or store accounts, interest may be imposed or awarded only by a court of competent jurisdiction in an action over the debt.

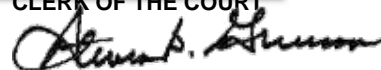
SCHEDULE OF ARREARS INSTRUCTIONS

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Steven D. Grierson

CLERK OF THE COURT



This Form Is For:

- A person filing a Motion; AND:
- The motion is about court-ordered child support that the other party has not paid; or
- The motion is about court-ordered alimony that the other party has not paid.

This form is REQUIRED if you want the judge to award you “arrear” or “back support.” You must file this paperwork with your motion, and you must serve a copy of it on the other party.

How to Fill Out the Form:

The form tells the judge every single payment the other party should have made, how much (if anything) was paid, and what is still owed. You must provide specific information about every payment that was due. The columns ask for:

- **Due Date:** This is the date the other party should have paid. This will be a specific date of each month.
- **Amount Due:** This is how much the other party should have paid for that payment.
- **Date Payment Received:** If the other party made a payment, write the date you received the payment. If you did not receive anything, write “not received.”
- **Amount Received:** Write the amount you received from the other party. If you did not receive anything, write “0.”
- **Arrears This Period:** This is how much the other party still owes you for that payment.

The calculation is: *Amount Due – Amount Received*

- **Interest:** Nevada law allows you to collect statutory interest for any amounts not paid. Interest is based on the state’s prime interest rate PLUS 2%. The rate changes every January and every July. The attached interest rate chart has the prime interest rates since 1987. These rates plus 2% equal the statutory simple interest rate you are entitled to annually.
- **Penalties:** **This column only applies to child support arrears that have been due and owing for longer than 30 days.** You are entitled to a 10% per annum penalty on any child support arrears owed for longer than 30 days.
- **Total Arrears, Interest, and Penalties Due:** Add the numbers in each column for a grand total at the bottom.

Interest and Penalties calculations can be very complicated! The Self-Help Center has a computer program available in the center for those who would like to do the proper calculations. Ask a staff member to use the “MLAW” program if you are interested.

Many family law matters involve complex and valuable legal rights which cannot adequately be protected without the assistance of an attorney. The information provided is basic, general information that does not fit all situations. It is the duty of each self-represented individual to know what rules of court and law apply. For more information on the law, these forms, and free classes, visit www.familylawselfhelpcenter.org or the Family Law Self Help Center at 601 N. Pecos Road.

SCHD

Name: _____

Address: _____

Telephone: _____

Email Address: _____

In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

<p>_____ Plaintiff,</p> <p>vs.</p> <p>_____ Defendant.</p>	<p>CASE NO.: _____</p> <p>DEPT: _____</p>
--	---

SCHEDULE OF ARREARAGES

Under penalty of perjury, pursuant to the best information known and available to me, the following schedule accurately sets out the dates and amounts of periodic payments due from *(name of party who owes money)* _____ pursuant to a lawful court order, the dates and amounts of all payments received, and the principal, interest, and penalties due.

I declare under penalty of perjury under the laws of the State of Nevada and the United States (NRS 53.045 and 28 U.S.C. § 1746) that the foregoing is true and correct.

Dated this *(day)* _____ day of *(month)* _____, 20____.

Submitted By: *(your signature)* _____
(print your name) _____

[illegible]

Find the time period for the missed payment, and add 2% to get the interest rate.
For instance, the interest for January 2012 would be 3.25% + 2%, or a total of 5.25%

PRIME INTEREST RATE

NRS 99.040(1) requires:

*"When there is no express contract in writing fixing a different rate of interest, interest must be allowed at a rate equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1, or July 1, as the case may be, immediately preceding the date of the transaction, plus 2 percent, upon all money from the time it becomes due,"*¹

Following is the prime rate as ascertained by the Commissioner of Financial Institutions:

January 1, 2020	4.75%	July 1, 2020	
January 1, 2019	5.50%	July 1, 2019	5.50%
January 1, 2018	4.50%	July 1, 2018	5.00%
January 1, 2017	3.75%	July 1, 2017	4.25%
January 1, 2016	3.50%	July 1, 2016	3.50%
January 1, 2015	3.25%	July 1, 2015	3.25%
January 1, 2014	3.25%	July 1, 2014	3.25%
January 1, 2013	3.25%	July 1, 2013	3.25%
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January 1, 2011	3.25%	July 1, 2011	3.25%
January 1, 2010	3.25%	July 1, 2010	3.25%
January 1, 2009	3.25%	July 1, 2009	3.25%
January 1, 2008	7.25%	July 1, 2008	5.00%
January 1, 2007	8.25%	July 1, 2007	8.25%
January 1, 2006	7.25%	July 1, 2006	8.25%
January 1, 2005	5.25%	July 1, 2005	6.25%
January 1, 2004	4.00%	July 1, 2004	4.25%
January 1, 2003	4.25%	July 1, 2003	4.00%
January 1, 2002	4.75%	July 1, 2002	4.75%
January 1, 2001	9.50%	July 1, 2001	6.75%
January 1, 2000	8.25%	July 1, 2000	9.50%
January 1, 1999	7.75%	July 1, 1999	7.75%
January 1, 1998	8.50%	July 1, 1998	8.50%
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January 1, 1994	6.00%	July 1, 1994	7.25%
January 1, 1993	6.00%	July 1, 1993	6.00%
January 1, 1992	6.50%	July 1, 1992	6.50%
January 1, 1991	10.00%	July 1, 1991	8.50%
January 1, 1990	10.50%	July 1, 1990	10.00%
January 1, 1989	10.50%	July 1, 1989	11.00%
January 1, 1988	8.75%	July 1, 1988	9.00%
January 1, 1987	Not Available	July 1, 1987	8.25%

*** Attorney General Opinion No. 98-20:**

If clearly authorized by the creditor, a collection agency may collect whatever interest on a debt its creditor would be authorized to impose. A collection agency may not impose interest on any account or debt where the creditor has agreed not to impose interest or has otherwise indicated an intent not to collect interest. Simple interest may be imposed at the rate established in NRS 99.040 from the date the debt becomes due on any debt where there is no written contract fixing a different rate of interest, unless the account is an open or store accounts as discussed herein. In the case of open or store accounts, interest may be imposed or awarded only by a court of competent jurisdiction in an action over the debt.

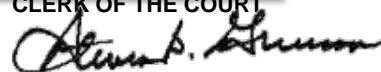
SCHEDULE OF ARREARS INSTRUCTIONS

Electronically Filed

11/19/2020 5:03 PM

Steven D. Grierson

CLERK OF THE COURT



This Form Is For:

- A person filing a Motion; AND:
- The motion is about court-ordered child support that the other party has not paid; or
- The motion is about court-ordered alimony that the other party has not paid.

This form is REQUIRED if you want the judge to award you “arrear” or “back support.” You must file this paperwork with your motion, and you must serve a copy of it on the other party.

How to Fill Out the Form:

The form tells the judge every single payment the other party should have made, how much (if anything) was paid, and what is still owed. You must provide specific information about every payment that was due. The columns ask for:

- **Due Date:** This is the date the other party should have paid. This will be a specific date of each month.
- **Amount Due:** This is how much the other party should have paid for that payment.
- **Date Payment Received:** If the other party made a payment, write the date you received the payment. If you did not receive anything, write “not received.”
- **Amount Received:** Write the amount you received from the other party. If you did not receive anything, write “0.”
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The calculation is: *Amount Due – Amount Received*

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- **Penalties:** **This column only applies to child support arrears that have been due and owing for longer than 30 days.** You are entitled to a 10% per annum penalty on any child support arrears owed for longer than 30 days.
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Interest and Penalties calculations can be very complicated! The Self-Help Center has a computer program available in the center for those who would like to do the proper calculations. Ask a staff member to use the “MLAW” program if you are interested.

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SCHD

Name: _____

Address: _____

Telephone: _____

Email Address: _____

In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

<p>_____ Plaintiff,</p> <p>vs.</p> <p>_____ Defendant.</p>	<p>CASE NO.: _____</p> <p>DEPT: _____</p>
--	---

SCHEDULE OF ARREARAGES

Under penalty of perjury, pursuant to the best information known and available to me, the following schedule accurately sets out the dates and amounts of periodic payments due from *(name of party who owes money)* _____ pursuant to a lawful court order, the dates and amounts of all payments received, and the principal, interest, and penalties due.

I declare under penalty of perjury under the laws of the State of Nevada and the United States (NRS 53.045 and 28 U.S.C. § 1746) that the foregoing is true and correct.

Dated this *(day)* _____ day of *(month)* _____, 20____.

Submitted By: *(your signature)* _____
(print your name) _____

[illegible]

Find the time period for the missed payment, and add 2% to get the interest rate.
For instance, the interest for January 2012 would be 3.25% + 2%, or a total of 5.25%

PRIME INTEREST RATE

NRS 99.040(1) requires:

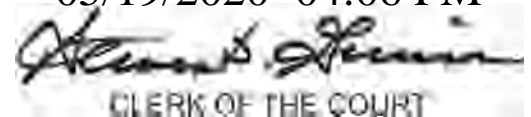
*"When there is no express contract in writing fixing a different rate of interest, interest must be allowed at a rate equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1, or July 1, as the case may be, immediately preceding the date of the transaction, plus 2 percent, upon all money from the time it becomes due,"*¹

Following is the prime rate as ascertained by the Commissioner of Financial Institutions:

January 1, 2020	4.75%	July 1, 2020	
January 1, 2019	5.50%	July 1, 2019	5.50%
January 1, 2018	4.50%	July 1, 2018	5.00%
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January 1, 2015	3.25%	July 1, 2015	3.25%
January 1, 2014	3.25%	July 1, 2014	3.25%
January 1, 2013	3.25%	July 1, 2013	3.25%
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January 1, 2009	3.25%	July 1, 2009	3.25%
January 1, 2008	7.25%	July 1, 2008	5.00%
January 1, 2007	8.25%	July 1, 2007	8.25%
January 1, 2006	7.25%	July 1, 2006	8.25%
January 1, 2005	5.25%	July 1, 2005	6.25%
January 1, 2004	4.00%	July 1, 2004	4.25%
January 1, 2003	4.25%	July 1, 2003	4.00%
January 1, 2002	4.75%	July 1, 2002	4.75%
January 1, 2001	9.50%	July 1, 2001	6.75%
January 1, 2000	8.25%	July 1, 2000	9.50%
January 1, 1999	7.75%	July 1, 1999	7.75%
January 1, 1998	8.50%	July 1, 1998	8.50%
January 1, 1997	8.25%	July 1, 1997	8.50%
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January 1, 1994	6.00%	July 1, 1994	7.25%
January 1, 1993	6.00%	July 1, 1993	6.00%
January 1, 1992	6.50%	July 1, 1992	6.50%
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January 1, 1990	10.50%	July 1, 1990	10.00%
January 1, 1989	10.50%	July 1, 1989	11.00%
January 1, 1988	8.75%	July 1, 1988	9.00%
January 1, 1987	Not Available	July 1, 1987	8.25%

*** Attorney General Opinion No. 98-20:**

If clearly authorized by the creditor, a collection agency may collect whatever interest on a debt its creditor would be authorized to impose. A collection agency may not impose interest on any account or debt where the creditor has agreed not to impose interest or has otherwise indicated an intent not to collect interest. Simple interest may be imposed at the rate established in NRS 99.040 from the date the debt becomes due on any debt where there is no written contract fixing a different rate of interest, unless the account is an open or store accounts as discussed herein. In the case of open or store accounts, interest may be imposed or awarded only by a court of competent jurisdiction in an action over the debt.


CLERK OF THE COURT

SCHD

Name: Susan Hayden

Address: 2410 Doherty Way, Henderson NV, 89014

Telephone: 7023505242

Email Address: dirtyjeepgirl@yahoo.com

In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Susan Victoria Hayden

Plaintiff,

VS.

Robert William Reynolds

Defendant.

CASE NO.: D-11-448466-D

DEPT: H

SCHEDULE OF ARREARAGES

Under penalty of perjury, pursuant to the best information known and available to me, the following schedule accurately sets out the dates and amounts of periodic payments due from *(name of party who owes money)* Robert William Reynolds pursuant to a lawful court order, the dates and amounts of all payments received, and the principal, interest, and penalties due.

I declare under penalty of perjury under the laws of the State of Nevada and the United States (NRS 53.045 and 28 U.S.C. § 1746) that the foregoing is true and correct.

Dated this *(day)* 19th day of *(month)* May, 20 20.

Submitted By: *(your signature)* /s/ Susan Hayden

(print your name) Susan Hayden

DUE DATE	AMOUNT DUE	DATE PAYMENT RECEIVED	AMOUNT RECEIVED	ARREARS THIS PERIOD	INTEREST	PENALTIES
<i>Example: 1/15/2015</i>	<i>\$300 due</i>	<i>Paid 1/15/15</i>	<i>\$100 paid</i>	<i>\$200 owed</i>	<i>(you must calculate)</i>	<i>(you must calculate)</i>
<i>Example: 2/15/2015</i>	<i>\$300 due</i>	<i>Not received</i>	<i>\$0 paid</i>	<i>\$300 owed</i>	<i>(you must calculate)</i>	<i>(you must calculate)</i>
May 2015	\$10,540.67	1/2	\$5,250	\$5,290.67		
June	\$10,571.42	1/2	\$5,250	\$5,321.42		
July	\$10,602.25	1/2	\$5,250	\$5,352.25		
August	\$10,633.17	1/2	\$5,250	\$5,383.17		
September	\$10,664.19	Not received	\$0	\$10,664.19		
October	\$10,695.29	Not received	\$0	\$10,695.29		
November	\$10,726.48	Not received	\$0	\$10,726.48		
December	\$10,757.77	Not received	\$0	\$10,757.77		
January 2016	\$10,789.15	Not received	\$0	\$10,789.15		
February	\$10,820.62	Not received	\$0	\$10,820.62		
March	\$10,852.18	Not received	\$0	\$10,852.18		
April	\$10,883.83	Not received	\$0	\$10,883.83		
May	\$10,915.57	Not received	\$0	\$10,915.57		
June	\$10,947.41	Not received	\$0	\$10,947.41		
July	\$10,979.34	Not received	\$0	\$10,979.34		
August	\$11,011.36	Not received	\$0	\$11,011.36		
September	\$11,043.48	Not received	\$0	\$11,043.48		
October	\$11,075.69	Not received	\$0	\$11,075.69		
November	\$11,107.99	Not received	\$0	\$11,107.99		
December	\$11,140.39	Not received	\$0	\$11,140.39		
January 2017	\$11,172.88	Not received	\$0	\$11,172.88		
February	\$11,205.47	Not received	\$0	\$11,205.47		
March	\$11,238.15	Not received	\$0	\$11,238.15		
April	\$11,270.93	Not received	\$0	\$11,270.93		
May	\$11,303.81	Not received	\$0	\$11,303.81		
TOTAL ARREARS, INTEREST, AND PENALTIES DUE (this page):				\$NaN	\$0	\$0

(Please attach additional pages for additional entries)

Find the time period for the missed payment, and add 2% to get the interest rate.
For instance, the interest for January 2012 would be 3.25% + 2%, or a total of 5.25%

PRIME INTEREST RATE

NRS 99.040(1) requires:

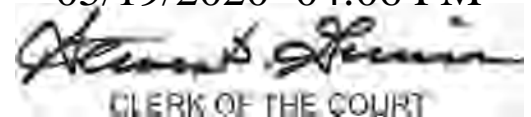
"When there is no express contract in writing fixing a different rate of interest, interest must be allowed at a rate equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1, or July 1, as the case may be, immediately preceding the date of the transaction, plus 2 percent, upon all money from the time it becomes due, . . ."^{18*}

Following is the prime rate as ascertained by the Commissioner of Financial Institutions:

January 1, 2020	4.75%	July 1, 2020	
January 1, 2019	5.50%	July 1, 2019	5.50%
January 1, 2018	4.50%	July 1, 2018	5.00%
January 1, 2017	3.75%	July 1, 2017	4.25%
January 1, 2016	3.50%	July 1, 2016	3.50%
January 1, 2015	3.25%	July 1, 2015	3.25%
January 1, 2014	3.25%	July 1, 2014	3.25%
January 1, 2013	3.25%	July 1, 2013	3.25%
January 1, 2012	3.25%	July 1, 2012	3.25%
January 1, 2011	3.25%	July 1, 2011	3.25%
January 1, 2010	3.25%	July 1, 2010	3.25%
January 1, 2009	3.25%	July 1, 2009	3.25%
January 1, 2008	7.25%	July 1, 2008	5.00%
January 1, 2007	8.25%	July 1, 2007	8.25%
January 1, 2006	7.25%	July 1, 2006	8.25%
January 1, 2005	5.25%	July 1, 2005	6.25%
January 1, 2004	4.00%	July 1, 2004	4.25%
January 1, 2003	4.25%	July 1, 2003	4.00%
January 1, 2002	4.75%	July 1, 2002	4.75%
January 1, 2001	9.50%	July 1, 2001	6.75%
January 1, 2000	8.25%	July 1, 2000	9.50%
January 1, 1999	7.75%	July 1, 1999	7.75%
January 1, 1998	8.50%	July 1, 1998	8.50%
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January 1, 1988	8.75%	July 1, 1988	9.00%
January 1, 1987	Not Available	July 1, 1987	8.25%

* Attorney General Opinion No. 98-20:

If clearly authorized by the creditor, a collection agency may collect whatever interest on a debt its creditor would be authorized to impose. A collection agency may not impose interest on any account or debt where the creditor has agreed not to impose interest or has otherwise indicated an intent not to collect interest. Simple interest may be imposed at the rate established in NRS 99.040 from the date the debt becomes due on any debt where there is no written contract fixing a different rate of interest, unless the account is an open or store accounts as discussed herein. In the case of open or store accounts, interest may be imposed or awarded only by a court of competent jurisdiction in an action over the debt.


CLERK OF THE COURT

SCHD

Name: Susan Victoria Hayden

Address: 2410 Doherty Way, Henderson NV, 89014

Telephone: 7023505242

Email Address: dirtyjeepgirl@yahoo.com

In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Susan Victoria Hayden

Plaintiff,

vs.

Robert William Reynolds

Defendant.

CASE NO.: D-11-448446

DEPT: H

SCHEDULE OF ARREARAGES

Under penalty of perjury, pursuant to the best information known and available to me, the following schedule accurately sets out the dates and amounts of periodic payments due from *(name of party who owes money)* Robert William Reynolds pursuant to a lawful court order, the dates and amounts of all payments received, and the principal, interest, and penalties due.

I declare under penalty of perjury under the laws of the State of Nevada and the United States (NRS 53.045 and 28 U.S.C. § 1746) that the foregoing is true and correct.

Dated this *(day)* 19th day of *(month)* May, 2020.

Submitted By: *(your signature)* /s/ Susan Victoria Hayden

(print your name) Susan Victoria Hayden

DUE DATE	AMOUNT DUE	DATE PAYMENT RECEIVED	AMOUNT RECEIVED	ARREARS THIS PERIOD	INTEREST	PENALTIES
<i>Example: 1/15/2015</i>	<i>\$300 due</i>	<i>Paid 1/15/15</i>	<i>\$100 paid</i>	<i>\$200 owed</i>	<i>(you must calculate)</i>	<i>(you must calculate)</i>
<i>Example: 2/15/2015</i>	<i>\$300 due</i>	<i>Not received</i>	<i>\$0 paid</i>	<i>\$300 owed</i>	<i>(you must calculate)</i>	<i>(you must calculate)</i>
July 2019	\$10,665.14	Not received	\$0	\$10,665.14		
August	\$10,705.14	Not received	\$0	\$10,705.14		
September	\$10,745.28	Not received	\$0	\$10,745.28		
October	\$10,785.58	Not received	\$0	\$10,785.58		
November	\$10,826.02	Not received	\$0	\$10,826.02		
December	\$10,866.62	Not received	\$0	\$10,866.62		
January 2020	\$10,907.37	Not received	\$0	\$10,907.37		
Febraury	\$10,948.27	Not received	\$0	\$10,948.27		
March	\$10,989.33	Not received	\$0	\$10,989.33		
April	\$11,030.54	Not received	\$0	\$11,030.54		
May	\$11,071.90	Not received	\$0	\$11,071.90		
TOTAL ARREARS, INTEREST, AND PENALTIES DUE (this page):				\$NaN	\$0	\$0

(Please attach additional pages for additional entries)

Find the time period for the missed payment, and add 2% to get the interest rate.
For instance, the interest for January 2012 would be 3.25% + 2%, or a total of 5.25%

PRIME INTEREST RATE

NRS 99.040(1) requires:

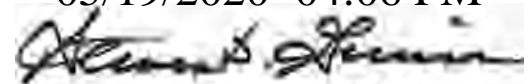
"When there is no express contract in writing fixing a different rate of interest, interest must be allowed at a rate equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1, or July 1, as the case may be, immediately preceding the date of the transaction, plus 2 percent, upon all money from the time it becomes due, . . ."

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January 1, 2012	3.25%	July 1, 2012	3.25%
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January 1, 2009	3.25%	July 1, 2009	3.25%
January 1, 2008	7.25%	July 1, 2008	5.00%
January 1, 2007	8.25%	July 1, 2007	8.25%
January 1, 2006	7.25%	July 1, 2006	8.25%
January 1, 2005	5.25%	July 1, 2005	6.25%
January 1, 2004	4.00%	July 1, 2004	4.25%
January 1, 2003	4.25%	July 1, 2003	4.00%
January 1, 2002	4.75%	July 1, 2002	4.75%
January 1, 2001	9.50%	July 1, 2001	6.75%
January 1, 2000	8.25%	July 1, 2000	9.50%
January 1, 1999	7.75%	July 1, 1999	7.75%
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January 1, 1996	8.50%	July 1, 1996	8.25%
January 1, 1995	8.50%	July 1, 1995	9.00%
January 1, 1994	6.00%	July 1, 1994	7.25%
January 1, 1993	6.00%	July 1, 1993	6.00%
January 1, 1992	6.50%	July 1, 1992	6.50%
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CLERK OF THE COURT

SCHD

Name: Susan Hayden

Address: 2410 Doherty Way, Henderson NV, 89014

Telephone: 7023505242

Email Address: dirtyjeepgirl@yahoo.com

In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Susan Victoria Hayden

Plaintiff,

VS.

Robert William Reynolds

Defendant.

CASE NO.: D-11-448466-D

DEPT: H

SCHEDULE OF ARREARAGES

Under penalty of perjury, pursuant to the best information known and available to me, the following schedule accurately sets out the dates and amounts of periodic payments due from *(name of party who owes money)* Robert William Reynolds pursuant to a lawful court order, the dates and amounts of all payments received, and the principal, interest, and penalties due.

I declare under penalty of perjury under the laws of the State of Nevada and the United States (NRS 53.045 and 28 U.S.C. § 1746) that the foregoing is true and correct.

Dated this *(day)* 19th day of *(month)* May, 2020.

Submitted By: *(your signature)* /s/ Susan Hayden

(print your name) Susan Hayden

DUE DATE	AMOUNT DUE	DATE PAYMENT RECEIVED	AMOUNT RECEIVED	ARREARS THIS PERIOD	INTEREST	PENALTIES
<i>Example: 1/15/2015</i>	<i>\$300 due</i>	<i>Paid 1/15/15</i>	<i>\$100 paid</i>	<i>\$200 owed</i>	<i>(you must calculate)</i>	<i>(you must calculate)</i>
<i>Example: 2/15/2015</i>	<i>\$300 due</i>	<i>Not received</i>	<i>\$0 paid</i>	<i>\$300 owed</i>	<i>(you must calculate)</i>	<i>(you must calculate)</i>
May 2015	\$10,540.67	1/2	\$5,250	\$5,290.67		
June	\$10,571.42	1/2	\$5,250	\$5,321.42		
July	\$10,602.25	1/2	\$5,250	\$5,352.25		
August	\$10,633.17	1/2	\$5,250	\$5,383.17		
September	\$10,664.19	Not received	\$0	\$10,664.19		
October	\$10,695.29	Not received	\$0	\$10,695.29		
November	\$10,726.48	Not received	\$0	\$10,726.48		
December	\$10,757.77	Not received	\$0	\$10,757.77		
January 2016	\$10,789.15	Not received	\$0	\$10,789.15		
February	\$10,820.62	Not received	\$0	\$10,820.62		
March	\$10,852.18	Not received	\$0	\$10,852.18		
April	\$10,883.83	Not received	\$0	\$10,883.83		
May	\$10,915.57	Not received	\$0	\$10,915.57		
June	\$10,947.41	Not received	\$0	\$10,947.41		
July	\$10,979.34	Not received	\$0	\$10,979.34		
August	\$11,011.36	Not received	\$0	\$11,011.36		
September	\$11,043.48	Not received	\$0	\$11,043.48		
October	\$11,075.69	Not received	\$0	\$11,075.69		
November	\$11,107.99	Not received	\$0	\$11,107.99		
December	\$11,140.39	Not received	\$0	\$11,140.39		
January 2017	\$11,172.88	Not received	\$0	\$11,172.88		
February	\$11,205.47	Not received	\$0	\$11,205.47		
March	\$11,238.15	Not received	\$0	\$11,238.15		
April	\$11,270.93	Not received	\$0	\$11,270.93		
May	\$11,303.81	Not received	\$0	\$11,303.81		
TOTAL ARREARS, INTEREST, AND PENALTIES DUE (this page):				\$NaN	\$0	\$0

(Please attach additional pages for additional entries)

Find the time period for the missed payment, and add 2% to get the interest rate.
For instance, the interest for January 2012 would be 3.25% + 2%, or a total of 5.25%

PRIME INTEREST RATE

NRS 99.040(1) requires:

"When there is no express contract in writing fixing a different rate of interest, interest must be allowed at a rate equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1, or July 1, as the case may be, immediately preceding the date of the transaction, plus 2 percent, upon all money from the time it becomes due, . . ."^{11*}

Following is the prime rate as ascertained by the Commissioner of Financial Institutions:

January 1, 2020	4.75%	July 1, 2020	
January 1, 2019	5.50%	July 1, 2019	5.50%
January 1, 2018	4.50%	July 1, 2018	5.00%
January 1, 2017	3.75%	July 1, 2017	4.25%
January 1, 2016	3.50%	July 1, 2016	3.50%
January 1, 2015	3.25%	July 1, 2015	3.25%
January 1, 2014	3.25%	July 1, 2014	3.25%
January 1, 2013	3.25%	July 1, 2013	3.25%
January 1, 2012	3.25%	July 1, 2012	3.25%
January 1, 2011	3.25%	July 1, 2011	3.25%
January 1, 2010	3.25%	July 1, 2010	3.25%
January 1, 2009	3.25%	July 1, 2009	3.25%
January 1, 2008	7.25%	July 1, 2008	5.00%
January 1, 2007	8.25%	July 1, 2007	8.25%
January 1, 2006	7.25%	July 1, 2006	8.25%
January 1, 2005	5.25%	July 1, 2005	6.25%
January 1, 2004	4.00%	July 1, 2004	4.25%
January 1, 2003	4.25%	July 1, 2003	4.00%
January 1, 2002	4.75%	July 1, 2002	4.75%
January 1, 2001	9.50%	July 1, 2001	6.75%
January 1, 2000	8.25%	July 1, 2000	9.50%
January 1, 1999	7.75%	July 1, 1999	7.75%
January 1, 1998	8.50%	July 1, 1998	8.50%
January 1, 1997	8.25%	July 1, 1997	8.50%
January 1, 1996	8.50%	July 1, 1996	8.25%
January 1, 1995	8.50%	July 1, 1995	9.00%
January 1, 1994	6.00%	July 1, 1994	7.25%
January 1, 1993	6.00%	July 1, 1993	6.00%
January 1, 1992	6.50%	July 1, 1992	6.50%
January 1, 1991	10.00%	July 1, 1991	8.50%
January 1, 1990	10.50%	July 1, 1990	10.00%
January 1, 1989	10.50%	July 1, 1989	11.00%
January 1, 1988	8.75%	July 1, 1988	9.00%
January 1, 1987	Not Available	July 1, 1987	8.25%

* Attorney General Opinion No. 98-20:

If clearly authorized by the creditor, a collection agency may collect whatever interest on a debt its creditor would be authorized to impose. A collection agency may not impose interest on any account or debt where the creditor has agreed not to impose interest or has otherwise indicated an intent not to collect interest. Simple interest may be imposed at the rate established in NRS 99.040 from the date the debt becomes due on any debt where there is no written contract fixing a different rate of interest, unless the account is an open or store accounts as discussed herein. In the case of open or store accounts, interest may be imposed or awarded only by a court of competent jurisdiction in an action over the debt.

COURT CODE: NOTC

Name: Susan Reynolds
Address: 2410 Donnelly Way
Henderson, NV 89014
Telephone: 702-350-5140
Email Address: ~~redacted~~ jcs991@yahoo.com
Self-Represented

DISTRICT COURT
CLARK COUNTY, NEVADA

Susan Victoria Reynolds
Plaintiff,

vs.

Robert William Reynolds
Defendant(s).

CASE NO.: D-11-448466-D
DEPT: A

Hearing Requested? (☒ check one, the clerk will enter dates when you file)

☒ Yes, Hearing Date: _____

Hearing Time: _____

☐ No, Chambers Decision: _____

RE - NOTICE OF MOTION

TO: Name of Opposing Party and Party's Attorney, if any. Robert William Reynolds

This is a motion for: (☒ check all that apply)

☐ Child Support

☐ Property Issues

☒ Contempt

☒ Other (specify) Violation of judgement.

☐ Child Custody

☐ Spousal Support

☐ Visitation

PLEASE TAKE NOTICE that a hearing on the motion will be held on the date and time above before the Eighth Judicial District Court - Family Division located at: (☒ check one)

- ☒ The Family Courts and Services Center, 601 N. Pecos Road Las Vegas, Nevada 89101.
- ☐ The Regional Justice Center, 200 Lewis Avenue Las Vegas, Nevada 89101.
- ☐ The Child Support Center of Southern Nevada, 1900 E. Flamingo Rd #100, LV NV 89119.

NOTICE: You may file a written response to this motion with the Clerk of the Court and provide the undersigned with a copy of your response within 14 days of receiving this motion. Failure to file a written response with the Clerk of Court within 14 days of your receipt may result in the requested relief being granted by the Court without a hearing prior to the scheduled hearing date.

Submitted By: /s/ [Signature]

(☒ check one) ☒ Plaintiff / ☐ Defendant

[Signature]

Steven D. Grierson

COURT CODE: PSER

Your Name: Susan Hayden

Address: 2410 Dabney Way

Henderson NV 89014

Telephone: 702 350 3440

Email Address: deljoe@joe.com

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Susan V Reynolds
Plaintiff,

vs.

Robert W Reynolds
Defendant.

CASE NO.: D-11-448466-D

DEPT: H

PROOF OF ALTERNATE SERVICE

I certify that Defendant was served by all of the following alternate methods authorized by the Court. (☒ check all options that the judge ordered)

☒ **Mail:** I mailed a copy of the summons and complaint on (date you mailed the documents) August 15, 2020 to Defendant's last known address below:

3971 Wallock Ranch Dr.
Defendant's Last Known Street Address

Kingman AZ 86409
City, State, Zip Code

Although certified mail is not required, if you sent the documents by certified mail, attach the proof of certified mailing to this form.

☐ **Posting on Door:** I posted a copy of the complaint and summons on Defendant's door on (date) _____.

- ☒ **Email:** I emailed a copy of the complaint and summons on (date) 8-15-20
to (email address you sent it to) robertwreynolds@gmail.com
- ☐ **Text:** I texted a copy of the complaint and summons on (date) _____
to (phone number you texted it to) _____
- ☐ **Facebook:** I sent a copy of the complaint and summons through Facebook
Messenger on (date) _____ to (contact name you sent it to) _____
- ☐ **Other:** _____

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

DATED August 15th, 2020.

Submitted By: (your signature) /s/ [Signature]

(print your name) Suzanne Hayden

Steven D. Grierson

COURT CODE: PSER

Your Name: Susan Hayden

Address: 2410 Doherty Way

Henderson NV 89014

Telephone: 702 356 3440

Email Address: dirtyjoe@gmail.com

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Susan V Hayden
Plaintiff,

vs.

Robert W. Reynolds
Defendant.

CASE NO.: D-11-448466-D

DEPT: H

PROOF OF ALTERNATE SERVICE

I certify that Defendant was served by all of the following alternate methods authorized by the Court: (☒ check all options that the judge ordered)

☒ **Mail:** I mailed a copy of the summons and complaint on (date you mailed the documents) August 15th 2020 to Defendant's last known address below:

4620 Laguna Vista Street
Defendant's Last Known Street Address

Las Vegas, NV 89147
City, State, Zip Code

Although certified mail is not required, if you sent the documents by certified mail, attach the proof of certified mailing to this form.

☐ **Posting on Door:** I posted a copy of the complaint and summons on Defendant's door on (date) _____.

☐ **Email:** I emailed a copy of the complaint and summons on (date) _____
to (email address you sent it to) _____

☐ **Text:** I texted a copy of the complaint and summons on (date) _____
to (phone number you texted it to) _____

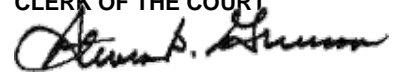
☐ **Facebook:** I sent a copy of the complaint and summons through Facebook
Messenger on (date) _____ to (contact name you sent it to) _____

☐ **Other:** _____

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

DATED August 15th, 2020

Submitted By: (your signature) /s/ [Signature]
(print your name) Susan Hayden



COURT CODE: OPPS

Your Name: _____

Address: _____

Telephone: _____

Email Address: _____

Self-Represented

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Plaintiff,

vs.

Defendant.

CASE NO.: _____

DEPT: _____

DATE OF HEARING: _____

TIME OF HEARING: _____

Optional: If an in-person hearing is not currently set, would you like one? (☒ check one, the clerk will set a hearing if needed)

☐ **Yes.** Hearing Date: _____

Hearing Time: _____

☐ **No.**

**OPPOSITION TO MOTION FOR AN ORDER TO ENFORCE AND/OR FOR AN
ORDER TO SHOW CAUSE REGARDING CONTEMPT**

(Your name) _____ files this opposition to
the motion for an order to enforce and/or for an order to show cause regarding contempt.

**POINTS AND AUTHORITIES
LEGAL ARGUMENT**

The refusal to obey a lawful order issued by the court is an act of contempt. NRS 22.010(3). The facts of contempt must be presented to the court through an affidavit. NRS 22.030(2). A person found guilty of contempt may be fined up to \$500 for each act of contempt, may be imprisoned for up to 25 days, or both. A person found guilty of contempt may also be required to pay the reasonable expenses, including attorney's fees, of the person seeking to enforce the order. NRS 22.100.

Financial Disclosure Form ("FDF") Certification.

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Opposition to OSC

* You are responsible for knowing the law about your case. For more information on the law, this form, and free classes, visit www.familylawselfhelpcenter.org or the Family Law Self Help Center at 601 N. Pecos Road. To find an attorney, call the State Bar of Nevada at (702) 382-0504.

(☒ *check one*)

- ☐ This matter does not have anything to do with money or financial relief.
- ☐ I understand that I must file my FDF within 3 days of filing this opposition to support / oppose any request for financial relief. Failure to file a timely, complete, and accurate FDF may result in the court ruling against me and/or imposing sanctions.
- ☐ I filed a FDF in the last 6 months and have no material changes to report.

FACTS AND ARGUMENT

I should not be held in contempt because: *(Explain your side. Be very specific about why you do not believe you violated the order, or if you did, explain the reasons)*


This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

COUNTERMOTION

I would like the Court to order the following: *(Explain anything that you would like the judge to order, or enter "N/A" if you do not want anything else. Be specific.)*

I respectfully ask the Court to deny the opposing party's motion and grant me the relief requested above, including an award of attorney's fees if I am able to retain an attorney for this matter, and any other relief the Court finds appropriate.

DATED _____, 20____.

Submitted By: *(your signature)*  _____
(print your name) _____

**DECLARATION IN SUPPORT OF OPPOSITION ORDER TO ENFORCE AND/OR
FOR AN ORDER TO SHOW CAUSE REGARDING CONTEMPT**

I declare, under penalty of perjury:

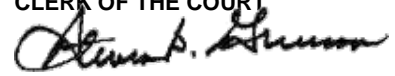
- a. I have read the foregoing opposition, and the factual averments it contains are true and correct to the best of my knowledge, except as to those matters based on information and belief, and as to those matters, I believe them to be true. Those factual averments contained in the referenced filing are incorporated here as if set forth in full.
- b. Any Exhibit(s) in support of this Opposition will be filed separately in an Exhibit Appendix.

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

DATED _____, 20____.

Submitted By: (your signature) _____
(print your name) _____





MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Susan Hayden
Plaintiff/Petitioner

v.
Robert Reynolds
Defendant/Respondent

Case No. D-11-448466-D

Dept. H

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of \$25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of \$129 or \$57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the \$25 or \$0 filing fee in the box below.

<input checked="" type="checkbox"/>	\$25	The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-		
<input type="checkbox"/>	\$0	The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:
<input type="checkbox"/>		The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
<input type="checkbox"/>		The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
<input type="checkbox"/>		The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
<input type="checkbox"/>		Other Excluded Motion (must specify) _____.

Step 2. Select the \$0, \$129 or \$57 filing fee in the box below.

<input checked="" type="checkbox"/>	\$0	The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
<input type="checkbox"/>		<input checked="" type="checkbox"/> The Motion/Opposition is being filed in a case that was not initiated by joint petition.
<input type="checkbox"/>		<input type="checkbox"/> The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
-OR-		
<input type="checkbox"/>	\$129	The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.
-OR-		
<input type="checkbox"/>	\$57	The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:											
<input type="checkbox"/>	\$0	<input checked="" type="checkbox"/>	\$25	<input type="checkbox"/>	\$57	<input type="checkbox"/>	\$82	<input type="checkbox"/>	\$129	<input type="checkbox"/>	\$154

Party filing Motion/Opposition: Robert Reynolds Date 9/17/20

Signature of Party or Preparer /s/ Robert Reynolds 