

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**  
Volume 2

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Clerk of Supreme Court

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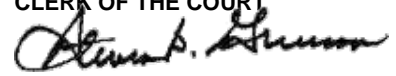
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EXHS  
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In Proper Person

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Susan Hayden  
Plaintiff,  
vs.  
Robert Reynolds  
Defendant.

CASE NO.: D-11-448466-D  
DEPT: H  
DATE OF HEARING: 9/21/20  
TIME OF HEARING: 10am

**EXHIBIT APPENDIX**


(your name) Robert Reynolds, the (check one ☒ ☐ Plaintiff  
/ ☒ Defendant, submits the following exhibits in support of my (title of motion / opposition you  
filed that these exhibits support) Opposition to Motion. I understand that  
these are not considered substantive evidence in my case until formally admitted into evidence.

Table of Contents:

1. E-mail showing Robert's most recent attempt to pay
2. Web page showing evaluation of Obama Speech
3. Recorded transcript excerpts of Susan saying Robert wasn't nice and withholding
4. Recorded transcript excerpts of Robert asking Susan for speech back
5. Recorded transcript excerpts of Susan being abusive and admitting to verbal agr
6. Web page showing Obama Speech was sold for \$153,000
7. Email from Susan blackmailing Robert
8. Links to recorded calls
9. \_\_\_\_\_
10. \_\_\_\_\_

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18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_

DATED (month) September (day) 17, 2020.


Submitted By: (your signature) /s/ Robert Reynolds   
(print your name) Robert Reynolds

### CERTIFICATE OF MAILING

I, (your name) \_\_\_\_\_ declare under penalty of perjury under the law of the State of Nevada that on (month) \_\_\_\_\_ (day) \_\_\_\_\_, 20\_\_\_\_, I served this **Exhibit Appendix** by depositing a copy in the U.S. Mail in the State of Nevada, postage prepaid, addressed to:

Name of Person Served: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

DATED (month) September (day) 17, 2020.

Submitted By: (your signature) ▶ /s/ Robert Reynolds 

# **EXHIBIT <sup>1</sup>\_\_\_\_\_**



Robert Reynolds <robertwreynolds1@gmail.com>

---

**Hello**

**Robert Reynolds** <robertwreynolds1@gmail.com>

15 August 2020 at 14:33

To: Susan Hayden <dirtyjeepgirl@yahoo.com>

Due to my unreliable access to postal delivery and my inability to pay an attorney, I am requesting you serve me at the below address so I know the details of your filings.

I am also requesting your updated payment information (wire transfer or ach).

Once I've been served, I'll submit a response which will include transcripts of every call we've had over the last 4 years that I've recorded, as well as all my recorded calls of your father throughout the Obama speech auction process. Including our call in which you agreed to waive the remainder of my debt owed in exchange for signing over ownership of the Obama speech. Remember, after I agreed, signed over ownership of the speech, and had the divorce settlement agreement drafted for your signature. You decided not to sign the agreement, but you still kept ownership of the Obama speech.

At this point, I'd prefer for us to be on good terms and the energy positive around me during this crucial time. I'm willing to offer you a set monthly payment amount I can afford and stock in my new company. If you want to revert to the awful way things were when we hated each other, regardless if the divorce court recognizes your fraud regarding the Obama speech, I will begin pursuing criminal charges for theft against you and your father.

Whoever has convinced you this was a smart decision is misleading you. You are repeating the exact same cycle that's gotten us here in the first place. I really thought we broke that cycle and I was finally going to be given a chance to make things right. Please come back to the table and let's talk. Neither of us needs the negative energy that's going to come from these proceedings.

[Quoted text hidden]



**EXHIBIT <sup>2</sup>\_\_\_\_\_**

He initially handed it over to Secret Service agents, but they allowed him to keep it as it was no longer needed, and it has remained in his possession ever since.

Having been photo-matched to footage of the speech, the document from that remarkable evening will now hit the block at Goldin Auctions with an estimated value of \$750,000, but experts believe it could bring up to \$1 million.

The speech will be sold during a special sale benefitting the Jackie Robinson Foundation, which marks the start of a partnership between the foundation and Goldin Auctions.

"We are honored to be working with the Jackie Robinson Foundation to help keep alive one of our country's greatest legacies and to raise funds for the important work the Foundation does in education, including in connection with the new Jackie Robinson Museum in New York City," said company founder Ken Goldin.

"With more than \$10 million in memorabilia sales projected during the term of this partnership, 10% of which we will donate to the JRF, we expect to raise more than \$1 million to support the Foundation."

The Goldin Auctions Jackie Robinson 70th Anniversary Auction concludes on April 29.

MORE POLITICAL MEMORABILIA (/POLITICAL-MEMORABILIA)

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ech%20to%20sell%20for%20%241%20million%3F%0A&url=https://www.justcollecting.com/p/barack-omination-speech-to-sell-for-100-000&via=JustCollecting)



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000)



in Share

Write a response...

**EXHIBIT <sup>3</sup>\_\_\_\_\_**

Susan ([18:03](#)):

I mean, and with all due respect, you haven't really been very nice to me.

Robert ([18:11](#)):

Who ?

Susan ([18:11](#)):

You, you haven't been nice to me.

Robert ([18:15](#)):

No, I know I was, uh, I got upset and stuff and I'm again, I'm sorry. I just, it was just a really stressful situation. And I just kind of felt like I was getting screwed over.

Susan ([18:28](#)):

I know, but for me to sign it back over to you would be a big leap of trust. And I don't really know, if I don't know. That You're all deserving to that right now. Cause I dunno,

Robert ([18:46](#)):

I mean, I understand that. I understand that. I just, I mean, I guess it's, it's just in order for us to not, you know, be moving forward with our agreement, you know, even just legally it just seems, you know, like that's, since that's the way it was before, you know, we, we agreed on, you know, why make that change for it. And then, you know, and since that was the way it was before, it's like, this would basically just put it back to the way it was before everything. And you know, because I owe money and you know, I owe you money, you know, I owe you the money in court and everything. So I, you know, like I have to pay you, I can't just get a bunch of money and then not pay you money.

Susan ([19:36](#)):

Yeah.

Robert ([19:36](#)):

You at least have the protection of the family court. So it's not like I can just like pocket the money and tell you ha ha sorry.

Susan ([19:44](#)):

I know, but this seems kind of like a mishap on the auction, which isn't really, my fault.

Robert ([19:52](#)):

Yeah, honestly, it's really more of a mishap on my part because I shouldn't have transferred consignments of speech without things being settled on our end. I mean, honestly, that, it was my mistake. So until you signed that paper, I shouldn't have signed anything over and, and, and that's why I wanted to do that, you know, just to keep everything protected. And so I, I, I swear, I promise you that I wasn't trying to do something shady, you know, I just was trying to make everything legal, so I didn't have to deal with all of this shit. Um, but again, you know, you have, you have the right to, you know, change your mind and everything. And I, and I respect that. It just, I guess, since, you know, since we're

not going through with that verbal agreement, then, you know, I guess the only right thing to do, or the only, I mean, even, I guess, legally thing to do would be to just make it go back to the way it was. And, and then just kind of go from there, you know?

Susan ([21:06](#)):

Um, I'll, I'll see what Ken says. And then if he says that it's all good and they're involved, then I'll ask to see that part of their agreement.

Robert ([22:25](#)):

Cause you gotta, you gotta think like from Ken's perspective, it makes a lot more sense for him to, you know, want to, uh, you know, Now I understand why he was so like, you know, he was so excited about, um, you know, transferring it over to you and all that stuff and getting those terms because he obviously can, you know, he can get a higher cut for himself. I don't know.

# **EXHIBIT <sup>4</sup>\_\_\_\_\_**

Robert (04:11):

I'll keep it quick since it sounds like you're bringing Jude over to his father. So, um, so basically I guess where we're at is, you know, um, you know, you didn't, you know, you didn't want to sign the paperwork, you know, releasing me from, uh, you know, the divorce that like, you know, we had originally said, but I still, so basically I'm at the, I'm in a position now where, you know, I think the only thing that's just hard for me, you know, to, to, to just, you know, accept, right. Is that, you know, if I, you know, sell the speech, if I'm selling this speech myself, you know, before, um, you know, I guess we had that verbal agreement. I just, if I sold it myself, then, you know, I would get a hundred percent of the proceeds and I'd be able to actually pay you more. Right.

Robert (05:12):

And more money would actually go into your pocket so you can take care of your son and, you know, that would have made, I think things would be easier. Right. Um, and I, I get that, you know, now that, you know, uh, the consignment of the speech is, you know, essentially yours, you know, right now that I, you know, I guess I'm not, I'm kind of not in a position of power, um, you know, where it's not like I can be making demands or doing anything, but you know, what I, I guess I'm proposing is that if you, um, if you want to, you know, if you want to make things, you know, okay on the speech stuff, I think the best way to just do it would be, um, well obviously just, yeah, we go back to our original agreement, um, wipe out the debt with the divorce and I, you know, and I, you know, then you would just, you know, go forward with the speech, but clearly, you know, that's not what you want to do at this point.

Robert (06:38):

Um, so of course, I just have to say, that's actually, that's always an option, but, um, I guess the only other option that I think, you know, would just be, be right, you know, for me, um, in terms of the debt and you know, me paying you off, as much as I can, would be for you to just sign the consignment of the speech back over to me, you know, from the auction house. Um, you know, so I can go through with the, you know, with the, uh, sale with them. And then, you know, when I get the money, I'll just, you know, pay you ALL that money towards my debt. And if, you know, you want to, if you want to, you know, divide that money amongst those guys, that's, that's, that's up to you. Cause that's kind of, you know, it's your, that's your issue, not mine, you know, I have nothing to do with your dad or these guys. Um,

Susan (07:39):

We could just leave it the way it is. And then whatever goes to me, I'll wipe from the debt and I'll wipe whatever you pay, whatever goes to Leo and everything. I'll just add it all together. I think the speech is at 110. So \$50,000, I'll take 50. I'll take whatever comes from the speech to all of us, off of the debt that you owe. And we could just leave it the way it is and then just take it off. So this way that you're not being screwed over because you're giving up all this money and you didn't know about Leo and all that stuff. And Leo and them, aren't pissed off. My dad is not pissed off. Everybody's happy. And

# **EXHIBIT <sup>5</sup>\_\_\_\_\_**



Robert (00:00):

Okay. Cool. Um, so I, I just got off the phone with Ken, um, and asked him, you know, like where where's the confusion at. Cause right now, like me and Susan feel like we're being told two different things. Um, and he said, well, he's like you sent over you sent over a letter to her, right. To, you know, return it to transfer over the agreement. And I said, well, no, that's I, I did that with the paper, the divorce paperwork. And he said, Oh, he's like, okay. Um, no, I, I thought that there was something signed as far as like the transfer. And so no, if nothing is signed, then, you know, no, we need to get that in. And he sounded pretty fucking pissed off. I was like, dude, on this point, I'm just getting to the point where like, you know, you guys gotta set all your shit or whatever, but this is, he's like, you know, he's like, I'm putting my reputation on the line every day that this thing goes and he's like, and I can't go out and promote it because I don't know, you know, if there's gonna be a fight over the claim and you know, that's hurting the value right now.

Robert (01:03):

He's like, you know, he's like this is, you know, honestly, he's like, if you guys can't get this figured out and like the next day, he's like, I have no choice, but to just pull the auction he's like, and, and, and do everything that I told you. And I was like, well, I'm fucking trying. So, you know, whatever, you know, so he's, he, that, that was his official position. And he sounded pretty pissed off. It was like, and I was like, well, can you call Susan and talk to her? And cause I don't think she, you know, I don't think she knows that, you know? And he said, okay, well, um, you know what? He's like, I got, you know, he's like, I'm swamped, you know, for the rest of the evening, he's like, I'm going to call her first thing in the morning. He was like, but, and you know, uh, you know, you guys he's like, y'all gotta work this out. I don't know. I don't know what to say.

Robert (01:50):

So I, I just want to try to like figure this out so we can get on this.

Susan (01:59):

Kay. Well, I will deduct, whatever I make from the speech from what you owe me.

Robert (02:02):

But that wasn't our original deal.

Susan (02:06):

Well thats the deal right now ! And that was the original deal YOU , you said you were just ...

Robert (02:11):

Then my, then my counter. Then my counter, that's fine. This, this is a negotiation. My counter to that is that I would rather pay you more money. So I will take sole ownership of the speech and sell it. And I'll give you all of the proceeds. I mean, that, that does me better, that makes it so, I get you the most amount.

Susan (02:35):

That doesn't tell me how much, how much is going to be made

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Robert ([02:38](#)):

It gives you the most amount of money.

Susan ([02:38](#)):

Yeah but if it only sells for a million dollars, 50% of that goes away, or if it only sells for \$750 then half of that goes away.

Robert ([02:47](#)):

Look, I'm not, I'm not saying you, you have to, you have to sign the divorce stuff.

Robert ([02:52](#)):

I'm not saying you have to release the debt. I'm saying that my only other option at this point is to just do the auction myself, make as much as I can, and then just pay, you know, if I make the full amount to pay you off, then I just pay you off. If I don't and it's less, then I still owe you money. It's that simple. I just, you know, if it goes for more than I, you know, I can pay you off and I get that extra money, but right now I don't even get the option of if it sells more, I get that money or I got to split it five ways to, to, to pay you off, which doesn't make any sense. I mean, just like

Robert ([03:29](#)):

Your agreement with me was that you were going to wipe out the debt

Susan ([03:38](#)):

I said that if everything is going through, I gave you a verbal agreement. Not to go and, sign anything from a lawyer.

Robert ([03:48](#)):

You never said that, you never said no lawyers

Robert ([04:06](#)):

Do you remember the day before? Listen, do you remember the day before? When we were talking about this, listen to me. Okay. Don't get all upset and start fighting. Cause we gotta work this shit out. Okay.

Susan ([04:18](#)):

Do it the way it is!!! And if I get enough money, I will deduct whatever it is

Robert ([05:57](#)):

Ut listen Susan.

Susan ([05:57](#)):

Stop telling me to listen Im not done talking!

Robert ([05:57](#)):

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Can I just talk? Can I just Talk? Can I please talk,

Susan ([05:59](#)):

Im going to hang up the phone.

Robert ([06:01](#)):

Don't hang up the phone. Just lets just listen

Susan ([06:03](#)):

You are. No, you're not listening to me. You're no

Robert ([06:07](#)):

I am listentening to you I am respecting I'm letting you speak and I'm hearing you. Okay. But you're not respecting. Me.

Susan ([06:13](#)):

You didnt let me finish !!

Robert ([06:14](#)):

Okay. Go ahead and finish. I'm sorry.

Susan ([06:19](#)):

So exhausting to talk to you.

Susan ([06:22](#)):

Literally drains me! It's ridiculous ! What you do and how you work with people and how you manipulate And you try to make everybody against each other

Robert ([06:30](#)):

How am I manipulating anything? I didn't know any of this was going to happen. I didn't know any of this was going to happen. I didn' try . I didn't make

Susan ([06:39](#)):

ROBERT THIIS IS GOING TO BE THE DEAL! Whatever I make off the Obama speech, I will deduct it from what you owe me, if it is six hundred thousand dollars, you owe me seven fifty. That's not even including the interest in all, all of it. The fees that the judge is taxed on every month you don't pay, you get fees

Susan ([07:02](#)):

Any of that. If, if this speech makes \$600,000 or whatever, I MAY DROP IT! I may drop it all ,say that's enough. That's fine. But I am not signing anything. I am not signing over our divorce deecree for a MAYBE this will happen. Okay. I will deduct whatever is made from me. Okay. That is my, that is what I'm telling you.

Robert ([07:23](#)):

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Okay. So, I mean, when you, when you're saying that I went, you know, against my deal or, you know, I guess what we agreed on, right?

Susan ([07:33](#)):

Yes. you did.

Robert ([07:35](#)):

The actual like terms of what we agreed on. I didn't, I didn't go against any of that. I didn't go against any of the terms. Okay. I didn't change the terms. I didn't do anything like that. It was just literally a matter of timing from your perspective on when you wanted to release me from the debt. Right? That, that, yeah

Susan ([07:54](#)):

If everything goes well, I was thinking that you were doing this in good conscience,

Susan ([08:01](#)):

And you weren't because you basically said that you were going to sign over the speech. I'm SPLITTING IT FIVE WAYS WITH PEOPLE !

Robert ([08:08](#)):

You told me you were doing it in good conscious too. What about the words you said, can you please address that at least?

Susan ([08:14](#)):

BECAUSE OF WHAT YOU DID !

Robert ([08:14](#)):

Because I tried get everything legally squared away ?

Susan ([08:20](#)):

Exactly. YOU not trusting my word. YOU not trusting my word.

Robert ([08:25](#)):

You never said keep it a verbal agreement. You never said that it was going to be later.

Susan ([10:04](#)):

STOP TALKING WHEN IM TALKING !!! Seriously. I, its like, I'm talking to my son when somebody is done speaking, THEN you start speaking! !

Robert ([10:12](#)):

Okay. Then, then give me the same respect. Okay? When it's my turn to speak,

Susan ([10:16](#)):

I do. I do. But you frustrate me. I told you that I was dropping my lawyer. I said, you should do the same. You didn't, you didn't. I told you, we will deal with this OURSELVES . We will handle this OURSELVES And that's what we're going to do from here on out. That's what we're going to do. I represent myself ! I talk to the judge! I draft up the letter!

Robert ([10:42](#)):

Okay. Can I, can I tell, can I tell you, can I tell you what, what, what happened? I, I immediately contacted Carmen, right? I said, I said that, you know, we're going to be working this out on our own And he said, okay, when I get the notice for that, that, that Mayo was dropped from the case, then I will release you from the case as well. I will draw up

Robert ([11:48](#)):

I told my lawyer to drop it as well. I told him, the same thing

Susan ([11:55](#)):

Obviously ,OBVIOUSLY ! He did not. Because YOU are still being represented by him.

Robert ([12:08](#)):

I can't speak on his behalf. I have, he barely talks to me because I owe him money and don't even make him payments, but he doesn't want to fucking talk to me. I'm lucky that he did anything for me at this point.

Robert ([12:22](#)):

I mean, I owe him like seven or \$8,000 right now. He doesn't, he isnt fucking jumping through hoops. To make me happy.

Susan ([12:28](#)):

Cant owe him that much. Thats impossible

Robert ([12:28](#)):

I do. I promise.

Susan ([12:30](#)):

You can't.

Robert ([12:30](#)):

I swear on my children's lives. Susan. Why? Why, why is everything I have to say has to be challenged. I'm telling you the truth

Susan ([12:39](#)):

Because you're a liar,

Robert ([12:40](#)):

But I'm not lying to you.

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Susan ([12:41](#)):

And I know you are. Yes, you are. There's no way. There's no way.

Robert ([12:46](#)):

Do you want the bill? Do you want proof? I'll send you the bill

Susan ([12:51](#)):

You can probably just forge it. You have a way to get into people's phones and text messages. Yeah.

Robert ([12:55](#)):

Oh my god I never, I don't know how to hack phones, Susan I'm a tech guy. I'm not a programmer. I'm not a hacker.

Susan ([13:03](#)):

Yeah. Well, you know, people who do.

Robert ([13:07](#)):

No, I don't actually.

Susan ([13:07](#)):

I'm not stupid Robert!

Robert ([13:08](#)):

What are you accusing me of all of this stuff for? We're trying to talk about the spe-

Susan ([13:13](#)):

THIS ! THIS IS WHAT YOU DO ! You deny something until I have cold, hard evidence and that's what you do.

Robert ([13:18](#)):

What, what, what, what is the issue? I, I told Carmen that I was dropping him from the case when Mayo was released, he releases it. And that was the last time I talked to him. And then when I thought we were doing our agreement, the only way that it could have been transferred as if we did the agreement. So I asked him as the last thing to do that. And then, and then that was it. It was really, I don't understand why I went against our negotiations simply because like, you didn't get to file it. I don't know why it makes a difference. It's the same thing

Susan ([13:55](#)):

Because I told you No! No, it's not. No, it's absolutely not !

Susan ([14:02](#)):

That WASN'T our original agreement. I said that I would do that once everything is said and done. For good conscious. That's what I said.

Robert ([14:12](#)):

Once everything is said and done?

Susan ([14:12](#)):

Yes. Once everything was said and done, and I know that my dad gets his money and everybody gets what they want, uh, my dad is fine. Everything's fine. I just said, I simply just stated that once everything is said and done, and I know that you're doing this in good conscience, I will PROBABLY drop the whole case. And YOU went along and got that shit.

Robert ([14:32](#)):

Probably?

Susan ([14:32](#)):

YES! And I told you! I told you I would!

Robert ([14:35](#)):

Well then why you saying probably?

Susan ([14:37](#)):

See that's the thing YOU need to TRUST! You, want me to sit here and trust You after all the shit you've done to me

Robert ([14:43](#)):

But the trust is that I transferred the whole thing to you, and protected your dad (inaudible Susan yelling) you said that because I, that it showed you could trust me.

Susan ([14:54](#)):

NO.

Robert ([14:54](#)):

And I did do that, which hurt my position. It hurt my financial position. If this was going to be the case, I wouldn't have, I wouldn't have worked with these guys for your dad. When you told me that first night, just fuck your dad and fuck these guys. And let's just move forward.

Susan ([15:09](#)):

Well, I was just in a bad mindset.

Robert ([15:10](#)):

I know and I even told you that I wouldn't move forward on that because I knew that that was like really serious. And I stepped back and I waited until the next day. And then you said, no, please don't do that. So I tried to, I tried to do what you asked and now I'm being punished for it.

Susan ([15:31](#)):

No, the thing is, is you have screwed me over time and time again.

Robert ([16:02](#)):

But I thought that we worked through that. I thought we worked through that and I didn't screw you over. All I did was try to do what we said we were going to do.

Robert ([16:12](#)):

You're saying that I screwed you over, but I didn't screw you

Susan ([16:15](#)):

Yes, you did. You went above what I said! And you basically made it to where you're signing the speech over to me. And whatever I make is what I make pretty much what you wanted you, are you done interrupting me? You offered me the Obama speech before. And I said, no. And I said, once everything is said and done, once everything is done, and I know that you're doing this for the right reasons, then I will drop the case. If I know that you're doing it for the right reasons. And then I said to myself, if he comes at me with a paper that says Carmen on it, it's bullshit. That's what I told myself in the beginning. As soon as you were crying on the phone, I said to myself, as soon as I get a letter from Carmen, I know it's bullshit.

Robert ([17:08](#)):

Really ? But I didn't know that. Why didn't you say that to me? I didn't know that.

Susan ([17:14](#)):

Because I wanted to see what you were going to do. And I saw it. And now you're arguing. Now you're arguing about it. Now you're telling me it's the terms and da da da, the same old Robert. Different day

Robert ([17:24](#)):

No, it's because it's because I'm now like gonna pay you less on my debt than what I was gonna pay originally. And I did all of this work to get this auction. To this point, I worked hard. I worked, I worked so hard to get this speech sold and to do all and to get approval from Obama and all that. Like, I've been busting my ass to get this done, like to get this as a possibility. And then for me to just like lose the rights to it, share it with some people that I don't even know if their story is true or valid and, and then have to get screamed at for three days by all these people and, and try to work with your dad to protect him. I did so many different things , and then it's like, dont wipe it out,

Susan ([18:38](#)):

It's like, if you really weren't getting anything out of it this then youre doing it in good conscience. Awesome. Good for you Pat on the back, but you're not. (inaudible )

Robert ([19:39](#)):

Right. Um, so when we, when we talked to the, you know, the day before, you know, um, talked about giving, you know, transferring the full speech to you, right. We were talking about trying to get your dad to do the affidavit. Right. And the last time we had did the affidavit, when I was trying to sell it to LeBron James, his people, he had agreed that he was gonna, you know, uh, you know, tell the story about how he got it and gave it to us. And, um, you know, and he emailed that to you and me. And he' said he was



taking a 5% finder's fee to do that. Okay. And then when all of this came up again, it seemed like everything was going to be cool. And I was trying to work out with you, you know, how I was going to pay that to you, until your dad got involved. And then he said, you know, no, I want 50%. And then it was, you know, in case, it was in case it went for more than what I owed you, right. Like he wanted to, you know, he wanted to make sure that you had some, basically some extra assurances, you know? Um, and so you would have benefit of it if it went over the amount

Robert ([20:42](#)):

Okay. And I said, all right, look, you know, we, we got to the point, we're going to work that out. And then, you know, I felt that, you know, like it felt like a threat, you know, even though you said that your dad didn't say that, you know, you said it and it, and it felt, you know, it scared me so bad, you know that like I was going to have to go through that again. Right. And that I, I, I cried to you and said that I'll give you a hundred percent of it, but I just need to be let go. So this doesn't loom over my head anymore. So your dad can't use this stuff on me and I have to worry all the time. Like I'm going to get blackmailed and shit. And I told you that, and then that night you said, yes, we'll do it.

Robert ([21:27](#)):

And you're right. That's not fair. That's not fair. And it's not about the money and that you don't care about that. And what kind of person would you be to take anymore from me? Those were your own words. And it had nothing to do with like this. I mean, all this other stuff that came after, I mean, and now you guys, get the benefit is if it sells for more than you guys get the extra money, but if it sells for less, I still owe you money. And I still got to split it with all these people. So it's a lower amount. So it's like literally nothing. What we originally agreed upon even before, you know, all of the promises when we promised each other, what we were going to do to set each other free. So I just, and then what I did was only to validate legally what we had promised each other.

Robert ([22:13](#)):

That's all, it wasn't anything more. I wasn't trying to be dishonest. I wasn't trying to take away anything that I said or did because I genuinely, truly believed it. And, and like, me and my family were so happy talking about you. And like, you know, we're all sending great positive energy to Susan. We love Susan. Like, this is amazing. And this feels exactly like what happened in our divorce. That like, that, you're basically saying everything that your dad said, and that shit worked out terrible because, because of this, this GREED for money or this worry or fear that you're not going to have enough money. And it's just going to result in the same thing, you're going to let your dad like, use you again and do the same thing.

Susan ([22:55](#)):

HE'S NOT USING ME! DON'T PLAY THAT CARD! Dont play that card about my dad

Robert ([22:56](#)):

Okay. Then why, why are you literally saying all of the things that he originally said now, you're taking his position and going against what we said

Susan ([23:08](#)):

Basically it happened as soon as I got that letter, I felt it. I didn't even tell my dad,

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Robert ([23:13](#)):

But the letter was legal it made the promise legal.

Susan ([23:17](#)):

Said, as soon as I catch something from Carmen, I know it's BS

Robert ([23:22](#)):

Why, why did you say that? Why do you need that ?

Susan ([23:26](#)):

You needed to trust me ! That's what it was. And you don't because,

Robert ([23:31](#)):

Because look of what's happening right now. Why?

Susan ([23:51](#)):

YOU! You took it upon yourself to basically go and ,

Robert ([23:53](#)):

I took it upon myself to get the agreement drafted to make sure that we legally covered our promise

Susan ([23:59](#)):

To make sure you're safe. Yes. Covered your promise. Covered my promise. Yes. And I told you that I was going to do it ON MY OWN !

Robert ([24:03](#)):

And i covered my promise too by sending you the consignment agreement.

Susan ([24:03](#)):

Look at the end of the day. I'm done talking to you because you're exhausting and I was having a pretty okay day. So I,

Robert ([24:15](#)):

But we only have tonight to figure this out before Ken fucks everything up hes supposed to be on Fox news tomorrow

Susan ([24:31](#)):

Okay. Basically I will deduct, whatever I get off of what you owe me.

Robert ([24:39](#)):

And I don't agree to those terms. So we're at an impasse. Now I gotta, I gotta go through all this again. And like, I can't, I gotta, I literally am going to have to, Oh my God. I feel like this is, I just feel like this is like blackmail.

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Susan (25:05):

No, you shouldn't have sent that letter. You should have TRUSTED me.

Robert (25:07):

The letter that, that, that, that made you follow through with your word?

Robert (26:06):

You're bullying me right now.

Susan (26:07):

I'm not bullying you. I

Robert (26:09):

I get no money and I get no money and I'm poor. I'm broke. How am I getting anything from this?

Susan (26:16):

No, You're getting off of your debt. You're getting your debt, debt free. That's what you're doing. So don't say you're not going to get anything out of this

Robert (26:24):

OKAY, But i did say that I needed to be free from you. So I can move on with my life. I did say that

Susan (26:28):

No, that's bullshit.

Susan (26:29):

Yeah, but that had nothing to do. You just said you were giving it to me. You had this all planned!

Robert (26:33):

I did not. NO! How? How could I have had this all planned out?

Susan (26:34):

IM DONE TALKING

Robert (26:38):

You don't think the negotiations with you the night before the negotiations with you, the 50, 50, and all that stuff

Susan (26:44):

I dont want to talk to you anymore.

Robert (26:45):

But if you don't talk to me then it goes through and all of this shit blows up and that's just the end of it.

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Susan ([26:49](#)):

And then, and then there'll be an investigation and we'll find out who really owns the speech GO FOR IT!

Robert ([26:56](#)):

And there's going to be an investigation. So they're going to try to disrupt the speech. Then Ken is going to try to Sue them, to put a gag order on them, to keep them quiet. Then they're going to try to prove their case in court and spend a hundred thousand dollars. And I got to go and defend myself.

Susan ([27:12](#)):

NO! He's probably going to go after YOU! He's probably going to go after you because you're the one who wont just have a SIMPLE realistic agreement.

Robert ([27:17](#)):

I already talked to him.

Susan ([27:20](#)):

OKAY OKAY.

Robert ([27:20](#)):

Own it! I set up the auction. There's no going after me. It's going after, YOU , because they're going to say that you stole the speech..

Speaker 3 ([27:28](#)):

They're not going to go after me they're not going to go against me.

Robert ([27:33](#)):

Theyre not going to go against you. What are they going to say? Are they gonna, are they going to validate the claim? Or are they going to say no? Robin had no right to give that to his daughter.

Susan ([27:43](#)):

SEE what happens! And then karma is gonna get you like all that shit, you believe in because you are not, AGREEING.

Robert ([27:49](#)):

Karma? I'm trying to do the right fucking thing.

Susan ([27:49](#)):

No you're not, no, you're not. If you were doing the right thing, you would say, okay, cool, whatever you want, you don't owe me.

Robert ([27:57](#)):

You wont admit you just got cold feet because all these guys jumped in and now it's going to be a lower amount and now you feel like you wont be able to- (inaudible).

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Susan ([28:00](#)):

I'm DONE TALKING TO YOU !

Robert ([28:04](#)):

YOU need to admit the truth. Cause YOU ARE going to get your fucking karma. Okay. You're the one being greedy right now. I'm trying to pay you money from this.

Susan ([28:09](#)):

No, I'm not.

Robert ([28:10](#)):

I'm not getting any money from this

Susan ([28:12](#)):

You're uh, you're getting out of your debt. \$800,000.

Robert ([28:17](#)):

I'm not getting out of my debt obviously now if i got to split it now with fucking five people. How am I going to get out of my debt?

Susan ([28:26](#)):

WELL THATS WHAT YOU GET!

Susan ([28:26](#)):

IM DONE TALKING TO YOU You call Ken and you tell him whatever you want to do. Okay. I'm done.

Robert ([28:36](#)):

Susan, Seriously, man. Reflect right now, please.

Susan ([28:39](#)):

No, you reflect. YOU sit down and you use it.

Robert ([28:42](#)):

I didnt change the terms Susan you did !

Susan ([28:42](#)):

You know, you are one, you are one of those people. Like those mental masturbation people, like you sit around and think about being a good person. But then you come up short EVERY SINGLE TIME! THATS YOU ! THAT IS YOU!

Robert ([28:56](#)):

I do? I come up short every single time?

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Susan ([28:59](#)):

Every single time!

Robert ([28:59](#)):

Like I financially took care of your family. My family, EVERYBODY. Yeah. I'm a piece of shit I don't care about anyone.

Susan ([29:05](#)):

You want the power!

Robert ([29:05](#)):

I'm selfish and greedy

Susan ([29:06](#)):

Yeah ! Don't Sit here , dont sit here You got upset because no one worshiped you anymore. Thats what it was.

Robert ([29:11](#)):

Because no one worshiped me? No because everyone ABANDONED me abandoned me.

Susan ([29:11](#)):

You want the power.

Robert ([29:11](#)):

Everyone abandoned me.

Susan ([29:11](#)):

Yeah. Everyone abandoned you after you. You hurt everybody and lied to everybody. So maybe you should sit down and reflect on what you did.

Robert ([29:24](#)):

I have !

Susan ([29:25](#)):

-And How you hurt people.

Robert ([29:26](#)):

And I told you What? I, that I know what I did wrong. Right?

Susan ([29:29](#)):

Well, apparently you're saying everyone abandoned you when really?

Robert ([29:33](#)):

Told you how I felt THEN

Robert ([29:34](#)):

Then I told you how I felt then. Okay. Now, no, I was, I was referring to how I, you said that I 'm mad everyone doesn't worship me. No. I said I was upset that I felt abandoned by my family. That's what I told you. And I understand you're mad. So you just, you're saying everything you can to try to just kick me in the balls right now. And

Susan ([29:57](#)):

No, I'm not. You keep talking to me and I don't want to talk to you anymore.

Robert ([30:03](#)):

But if we dont figure this out theres going to be serious consequences and you cant just act like its not going to happen.

Susan ([30:08](#)):

THEN WHY DONT YOU JUST. THEN JUST DO WHAT YOU SHOULD! AND GO ALONG WITH whatever is SAFE to me. I am entitled to whatever I make. If I make less than that, then you owe me whatever is left

Robert ([30:21](#)):

Or stick to our original agreements and trust the process. So this can fucking be done.

Susan ([30:25](#)):

No no, no no I am done going in circles with you. You do what you gotta do. Alright? You want to go against me? You want to go against what? 4 other people? With what they say? You Do what you got to do. You want to blow this up for everybody, that's fine. But you are not doing this out of consciousness. You are not doing this to be a good person. You were doing this to get out.

Robert ([30:47](#)):

I want to be free from you. I want to be free of you

Susan ([30:50](#)):

FREE OF ME?

Robert ([30:50](#)):

Yes.

Susan ([30:51](#)):

THEN MAYBE YOU SHOULDNT MAKE DEALS! Maybe you should have put that in the divorce decree!

Robert ([30:55](#)):

Maybe you shouldnt make deals? I mean, you made the deal and you backed out because it wasn't exactly according to the timing that you wanted it to be done. When Ken needed it to move forward. That's what you're not getting.

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Robert ([32:01](#)):

Oh, Lets just take a deep breath. Can we just take a deep breath, please take a step back. Emotions are high. Look we know the worst versions --

Susan ([32:12](#)):

You know, this is it !

Robert ([32:16](#)):

I know, but I just wanted the terms to be what we already said.

Susan ([32:20](#)):

Yeah well the worst versions of me are when I get beat up by EVERYBODY around me.

Robert ([32:25](#)):

But im not beating you up.

Susan ([32:25](#)):

And then I get tired of it. Yes. You are .

Robert ([32:27](#)):

Why am I beating you up ? I protected your dad.

Susan ([32:29](#)):

THEN JUST DO , JUST DO THIS!

Robert ([32:29](#)):

How did I beat you up? If I protected your dad .

Susan ([32:31](#)):

Robert, you were trying to get yourself out of this debt. Don't sit here and act like you're not getting anything out of this.

Robert ([32:39](#)):

OF COURSE! Thats why I'm selling the speech.

Susan ([32:39](#)):

EXACTLY !

Robert ([32:39](#)):

I was selling the speech so I could get you, so i could get out of debt and--

Susan ([32:39](#)):

And so you could go and (mockingly) start your businesses.



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Robert ([32:39](#)):

Not split the speech with these other guys.

Susan ([32:46](#)):

I had no control over that. And you know that,

Robert ([32:54](#)):

But I didn't either. It's your father.

Susan ([34:51](#)):

His is the deal. This is where I'm at because I am not signing off. If I make a hundred thousand dollars off of this, that means I'm out like \$650,000.

Robert ([35:03](#)):

You just said it didn't matter ,the money didn't matter and that you're tired. You're tired of focusing on it.

Susan ([35:11](#)):

No, I need that money to get out of here. I need that money.

Robert ([35:21](#)):

You have a \$250,000 house. I'm on food stamps.

Robert ([35:31](#)):

I mean, I'm on Food Stamps

Robert ([35:35](#)):

I mean, I don't even have a car. My kids don't have insurance. Like Silvia doesnt have insurance, tell me, I'm just saying like

Susan ([35:46](#)):

ROBERT ! You pay \$1,900 a month in rent! OKAY! Poor people dont -

Robert ([35:50](#)):

Do you want me to, do you want me to live in the ghetto? It's Austin. It's not Vegas. I have to live here

Susan ([35:56](#)):

OH MY GOD ! Poor people do not live in a \$1900 ---

Robert ([36:00](#)):

Six people. I have four kids and a wife. That's six people in a small house

Speaker 3 ([36:06](#)):

Susan 4 (Completed 09/16/20)

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No POOR people don't can't afford that. (laughing) People on food stamps can't afford that!

Robert (36:12):

Yes they can.

Susan (36:14):

NO! They can't! I dont think you can get approved

Robert (36:17):

Well Im on food stamps and I submitted all of that stuff. Yes. It's about what your costs are for your living versus like your disposable income. And my income is so low that I'm on the highest fucking rate of government assistance right now. I mean, it's true. I mean, it has nothing to do with like my rent. And I looked in search everywhere to try to find like the best fucking deal I could just to house six people. And legally I have to have a three bedroom for the food stamps. Like I have to have a three bedroom. The boys have to have their own room. The girls have to have their own rooms. So I don't even have like a dollar to spend on myself

Robert (37:27):

It just feels like every morning I wake up, you know, I'm, I'm, I'm working for you. I'm working. Im working so my debt is paid off.

Robert (37:34):

NO youre working for you !

Robert (37:34):

O I'm working for you and I'm and I'm BROKE yeah. I'm literally working to make sure that I can pay you , like, I've been killing myself these last two years too. So I can pay you that back. Otherwise I would have spent time with my family, my family i spend so much time away from my family.

Susan (38:17):

Look I am trying to be as nice as I can about this but right now I told you that I was going to take care of it myself.

Robert (38:31):

I dont I'm not saying that to be dishonest I just really don't remember you saying that you had to take care of it. I don't. I'm just telling you, I don't remember that. That's it.

Susan (38:42):

I told you on two separate occasions that I'm dropping my lawyer and then I'm going to talk to my lawyer about what I need to do next. Then I said, I dropped my lawyer and I am going to talk to him. And I talked to him about what I need to do next. So I dropped my lawyer. I told you that and you did not drop your lawyer

Robert (39:15):

'M not going to blindly trust you with all of the things we had been going through. (inaudible Susan yelling.

Robert ([39:19](#)):

So what I'm telling you, I'm telling you that, why should I? Look at now what you're doing now?

Susan ([39:27](#)):

Why you, why should you trust me? Why? Because when I was in Idaho and you had the lower, the payment, that was fine. Okay lower the payments. No, no, no, no, no, no, no, no, no. I could have went to court and said, he's not paying me exactly what he's supposed to pay me. But I didn't. I made a verbal agreement with you. That that is fine. You didn't pay me for three months before that you left me for three months, didn't even contact me. I didn't even know what the fuck happened to you. So I still trusted you. After that, as I stood in Harley Davidson getting my new bike and you said, I can only pay you half. So I said, that's fine, that's fine. I said, that's fine. As long as you can pay, YOU'RE NOT LISTENING !!

Robert ([40:26](#)):

I am listening. I've heard all this already.

Susan ([40:28](#)):

This is NOT JUST THE PAST! This is what you have done and what I have done. And I have done nothing but trust you on verbal agreements and in confiding in you and completely trust you. So you told me you're going to pay me five grand a month. I said, all right, that's fine. If that's what you need to do, I don't want you to be poor. You go ahead. So then we continued with that until I told you, Robert, I have like no fucking money. I have like nothing right now I have to sign a lease agreement for \$2,200 a month because it's the only place that I can move into because every other place says that my income is unreliable because it was you paying me. So I told you, I am signing this is everything going to be okay? You said, yes, everything's going to be fine. Okay. Robert and I signed this fucking agreement, but I had to cancel and I had to pay two grand to get out. So you want to sit here and tell me that you shouldn't trust me on a fucking verbal agreement when that's all I've done with you. Fuck you Robert. Because you're the one who's lying.

Robert ([41:44](#)):

I went to a mental hospital.

Susan ([41:46](#)):

I DONT GIVE A SHIT THATS NOT MY PROBLEM!

Robert ([41:46](#)):

I got into that car, car wreck. I know it's not your problem, but I'm just telling you that I was, I was dealing with a lot of really big stuff on my end because.

Robert ([42:00](#)):

And then this time, that time was I thought I was going to sell my minivan so I could pay you that money. And I had it all lined up and it was ready to go. And then I got into a goddamn car wreck. Okay. Someone hit me.

Susan ([42:31](#)):

Stop talking! Stop talking! This is what you have done to ME!

Robert ([42:38](#)):

But your doing all the talking I dont even get to talk.

Susan ([42:38](#)):

Because you don't even listen. It's like you, you just try to respond something that benefits you !

Robert ([42:43](#)):

No, I'm trying to listen. When, when we made our first verbal agreement on the divorce, what the terms were going to be and how it was going to be and all of that, you went against that and got a lawyer. And,

Susan ([42:59](#)):

First of all that that is like 9 years ago

Robert ([43:02](#)):

Oh so that's nine years ago and that's different? This is the same stuff.

Susan ([43:05](#)):

This is fucking, no, it's fucking not.

Robert ([43:07](#)):

This is the same thing we made a verbal agreement And then as soon as it was time to sign for it you backed out.

Susan ([43:54](#)):

See this is what you do. You come into my life and you fuck it up!!! And then I'm like yelling at my son. To Talk to your dumb ass.

Robert ([44:04](#)):

I'm not fucking anything up. I, all I did was trying to, I'm just trying to sell the speech to pay the money back. That's what the original thing was. If we just went back to the original thing. When we talked last week, I was just going to sign it and give you the money.

Susan ([44:15](#)):

AAAAAH! SHUT UP!!!

Susan ([44:19](#)):

GOD! You are just such a Plague to this earth!

Susan (speaking to son) ([44:22](#)):

Jude. I want you to go sit inside. I will be right there. I need to YELL at somebody. Okay?

Susan ([44:31](#)):

This is what you do. After everything. After everything that went on, everything that went on, what I'm talking about is what happened in Idaho. What happened in our divorce is said and fucking DONE! You ripped my family apart. You sued my father. You took my brother away from me.

Robert ([44:52](#)):

I took your brother ? I didn't keep him.

Susan ([44:55](#)):

You deceitful! You did awful sick fucking things! You turned everybody against me. You made it seem like I fucking gave up. And I was the bad person when you're the one who went out and got prostitutes behind my back. Okay? So fuck you ROBERT Fuck YOU !

Robert ([45:11](#)):

Because we just , because, we just we just

Susan ([45:16](#)):

You want to sit here and act like the victim? You're the victim are you kidding me ?

Susan ([45:18](#)):

LISTEN! YOU left me in Idaho. Fucking stranded with nothing. Absolutely nothing. After Ryan fucking drained, me putting all the money in his God damn Jeep. Everybody does this to me EVERYBODY fucking does it to me.

Robert ([45:34](#)):

What does that have to do with me? Ryan? i havent done anything but give you money.

Susan ([45:34](#)):

This is what I'm saying. I am done

Robert ([45:37](#)):

I've given you money. Have I taken it from you?

Susan ([45:41](#)):

SHUT UP! SHUT UP!

Robert ([45:43](#)):

Need to be able to speak too!

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Susan ([45:44](#)):

We made verbal agreements in Idaho. Did we not? That you were going to pay me \$5,000 and i said okay

Robert ([45:51](#)):

So is this your revenge?

Susan ([45:55](#)):

SHUT UP! I'm not done talking. We made a verbal agreement. We did. And I was fine with that because guess fucking what? I trusted you. I trusted you and you fucked me over.

Robert ([46:10](#)):

I didn't try to.

Susan ([46:11](#)):

You changed your number. Don't don't bullshit me. When you heard, when you hung up the phone after a conversation, when you got in the car, since you were last year, it was great. Just like it is just like it is few days ago, everything was great. We were laughing, having a good time. Things are great. And then you fucked me over. So don't sit here and act like you're not doing the same fucking thing. And I told myself if he does not take this as a verbal agreement, like I have done,

Robert ([46:38](#)):

I didn't know that those were the terms. Okay.

Susan ([46:44](#)):

STOP TALKKING !!!

Susan ([46:45](#)):

YOU are the one who can't trust and the reason you can't trust is because you're untrustworthy. That is why. And that is why I was so easy to trust you because I know in my heart that I don't want to screw anybody over. If I tell somebody something, that's what I want to do. But you NO not, you! (mockingly ) You need it on paper. You needed it on fucking paper you don't, you can't just take my word for it.

Robert ([47:09](#)):

Because Im a business man And I've been through a lot of shit

Susan ([47:29](#)):

I Don't want to hear what you have to say because its bullshit Robert

Robert ([47:32](#)):

Listen, okay. Listen, I listened to you. Please. Just give me the same courtesy just for a minute. Okay?

Susan ([47:37](#)):

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Actually, I don't want to talk to you anymore you've ruined my night. You ruined my fucking night. You ruined most of my life

Robert ([47:43](#)):

Can you turn it around? Listen, we can still turn it around

Susan ([47:50](#)):

We can turn it around by by YOU AGREEING taking a verbal agreement. That if I make more, if I make more than \$800,000, which you owe me fucking more with all the fees, I'm not suing you for damages, which I could very, very, very, very easily.

Robert ([48:06](#)):

Those are, those are already assessed in your interest. It's assessed in the interest.

Susan ([48:10](#)):

Oh no, that's not assessed in the interest. That's a whole nother matter. That is a whole nother matter because the judge even said in the second, his last court date that they only gave me two fucking lines in that bullshit Self help thing of damages Like self-help little thing of damages. You go watch the video and you listen to what the judge was saying. You watched that video, but basically,

Robert ([48:33](#)):

Yeah, I owe you the interest on those. There's there's, there's a penalty

Susan ([48:37](#)):

That's not even damages . So if I make more, if I make more than what you owe me, I'm going to stop the law suit. Why, why, why would, why do I want to talk to you anymore.

Robert ([48:46](#)):

That's different, but that's different than what you said , If you make more

Susan ([48:50](#)):

Yeah, I make what I'm owed as is now because you came at me with fucking paperwork and I just explained to you why I just explained to you why? Because I was seeing if you can trust me and you can't and the reason why you can't, I fucking told you, I wanted to trust you. Show me. I can trust you,

Robert ([49:11](#)):

But Susan, I didn't do it. I didn't do it because I didn't trust you. I did it because that's what the auction house wanted

Susan ([49:17](#)):

No, now they didn't want that. They want you to just sign it over to me. Okay. But now you're going to have to go off of a verbal agreement that if I make more than what you owe me,

Robert ([49:29](#)):

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But I'll just sell it myself and do the same thing.

Susan ([49:33](#)):

Go ahead and fuck everything over. And then I'm just going to say, fuck you. I still want what im owed !

Robert ([49:38](#)):

Well, that's what it is. Anyways, is what you're saying. You're saying if it isn't, if you don't, if you don't get the amount that is owed, I will still owe you the remaining amount.

Susan ([49:47](#)):

Yeah because you fucked up. YOU FUCKED UP!

Robert ([49:48](#)):

Okay. So you're saying that. So, so I'm saying the same thing. It's just like, except I know for a fact that I'll get more money. If I just do it myself and then I can pay you and then I can make sure you get mon.

Susan ([49:59](#)):

Because I'll tell you that these guys are not, there's going to be a whole investigation. It's going to turn bad.

Robert ([50:05](#)):

The reason is, is that they're going to go to court and then they're going to, they're going to ask YOU, how did you get the speech?

Susan ([50:12](#)):

And I'll say, my dad gave it to me.

Robert ([50:15](#)):

And they're going to say, that is not what happened. And then that's, that is now in court. Do you see what I'm saying? And they're --

Susan ([50:23](#)):

I'll Say okay. I misunderstood. And I thought my dad gave it to me. Thats what I will say. It doesn't matter. We'll cross that bridge when we fucking get there. But now you are the most selfish person I've ever met. And I'm done talking to you right now. I am done because you have showed me your, your true fucking colors. I know you, you haven't changed. You're the same. Exactly the same. You played me .

Susan ([51:48](#)):

I'm not getting in a long conversation . LISTEN DO WHAT I SAY or do whatever you want,

Robert ([51:53](#)):

Do what you say or else ??



This transcript was exported on Sep 18, 2020 - view latest version [here](#).

Susan ([51:54](#)):

STOP talking. STOP FUCKING TALKING!

Robert ([51:59](#)):

Okay, I'm sorry.

Susan ([52:02](#)):

Do what you want. I told you WHAT I WANT . Now you do what you want. I can't trust you. I don't fucking trust you. I keep trying and trying.

Robert ([52:12](#)):

Ou'll never have to trust me again It'll be done.

Susan ([52:25](#)):

GO FUCK YOURSELF !

Robert ([52:25](#)):

Okay. That's not what I want to happen. I don't want that to happen. Are you still there?

# **EXHIBIT <sup>6</sup>\_\_\_\_\_**

# Goldin Auctions 70th Anniversary Jackie Robinson Auction Raises More Than \$125,000 for The Jackie Robinson Foundation

May 1, 2017

1



goldinauctions.com



## **GOLDIN AUCTIONS 70<sup>TH</sup> ANNIVERSARY JACKIE ROBINSON AUCTION RAISES MORE THAN \$125,000 FOR THE JACKIE ROBINSON FOUNDATION**

RUNNEMEDE, NJ – MAY 1, 2017 – To celebrate the 70<sup>th</sup> anniversary of Jackie Robinson's Major League debut, Goldin Auctions the official auction house of the Jackie Robinson Foundation, ("JRF") announced today that by the time the final bid was placed this weekend, the **Goldin Auctions 70<sup>th</sup> Anniversary Jackie Robinson Auction** raised more than \$125,000 for the Jackie Robinson Foundation. The funds will be used to help complete the Jackie Robinson Museum in New York City.

More than 300 lots of sports and civil rights memorabilia were sold, but it was five lots from Robinson, Dr. Martin Luther King, Muhammad Ali and President Barack Obama that set new standards

The marquee items included: 1955 Jackie Robinson World Series game used bat (\$255,000); 1955-56 Jackie Robinson's game worn hat (\$65,025); Dr Martin Luther King's 1965 "We Shall Overcome Speech" (\$382,500); Barack Obama's Acceptance Speech from the 2008 Democratic National Convention (\$153,000 – most ever paid for an Obama item); and Ali's robe from his epic 1964 fight with Sonny Liston (\$255,000). For a complete list of prices realized, visit <https://goldinauctions.com/auctionresults.aspx>

"Our partnership with the Jackie Robinson Foundation is a great opportunity for us to help promote the legendary life of a true American hero," said Ken Goldin, founder of Goldin Auctions. "It's appropriate that the legacy and memorabilia from some of the greatest Civil Rights leaders and sports heroes will help the Foundation complete the Jackie Robinson Museum in New York City."

Goldin Auctions is currently accepting consignments June's Great American Trading Card Auction and the annual Summer Auction opening in July. Additionally, the 2017 Goldin Auctions Spring Premium Live Auction is currently open for bidding at [www.GoldinAuctions.com](http://www.GoldinAuctions.com).

### **About The Jackie Robinson Foundation**

Founded by Rachel Robinson in 1973 to perpetuate the memory of Jackie Robinson, the Jackie Robinson Foundation (JRF) is a public, non-profit organization that administers one of the nation's premier education and leadership development programs for minority college students. In addition to four-years of generous financial assistance, JRF offers an unparalleled, comprehensive set of support services that has led to a consistent, nearly 100% graduation rate among African American college students. The 1,500 JRF alumni are proven leaders in their communities and across a broad range of professional fields –serving as true ambassadors of Jackie Robinson's legacy of service, excellence and humanitarianism. JRF has disbursed over \$70 million in grants and direct program support to students who have attended over 260 different colleges and universities across the country. The Jackie Robinson Foundation is engaged currently in building the Jackie Robinson Museum to educate and inspire visitors of all generations around Jackie Robinson's courageous achievements on and off the field. For more information, visit [www.jackierobinson.org](http://www.jackierobinson.org).

### **About Goldin Auctions**

Sports memorabilia impresario Ken Goldin has sold more than \$600 million in memorabilia from many of the biggest names in sports, history and pop culture and was the pioneer of using the medium of television to sell sports memorabilia. Over the past few years, Goldin Auctions sold Babe Ruth's 1918 contract for a record \$1.02 million, a Honus Wagner T206 card for a public sale record \$3.12 million, the Mike Piazza Post-9/11 home run jersey for \$365,000, and the 1979-80 Wayne Gretzky PSA 10 rookie card for a record \$465,000. Goldin Auctions strives to break new ground and offer collectors the best in collectible treasures up for auction in the marketplace. All game worn or autographed items come with team, player, league or additional LOA from industry leading authenticators; and collectors can bid with confidence that their proxy/ceiling bids remain confidential. For more information, visit [www.goldinauctions.com](http://www.goldinauctions.com).

# **EXHIBIT <sup>7</sup>\_\_\_\_\_**

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## Court Request

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**Susie Hayden** <dirtyjeepgirl@yahoo.com>

16 September 2020 at 14:39

To: Robert Reynolds <robertwreynolds1@gmail.com>

First off... you didn't need to hire a lawyer. You could have represented yourself. Not to mention I paid 9k and got screwed by Vincent.. Second off... you know that the judge already made a judgement against you right? This was just to let you know that you do indeed owe me the money we ready agreed upon and to give you a fair chance to make an offer, like a lower payment arrangement. Before you harassed me with all those threats, that was the point of this.

Also... just so you know I have quite the case against you. Did you know that federal sex crimes have no statue of limitations? I'd be extremely careful if I were you. While you were preparing all of this, I have been in the process of getting all of my files from Monte Vista. I have 100% proof that we were in contact when I was legally unable to give consent. Not to mention my old friends who are willing to testify. All kinds of details are littered in these files.. You see... under the age of 14 its considered a federal sex crime. I mean.. thats why you sealed the case right? Thats why you lied about when we met to the judge in your bs statement in our divorce.. To be honest, that was the most hurtful thing you did in our divorce was lie about our past. More than you hiring two underage prostitutes. 🍆 In this "me too" movement I would suggest that you stop throwing stones while you pout in your glass house. Not to mention that the floor beneath you is made of glass as well...

I don't know why you are fighting this, the judge already ruled in my favor.. and unless we submitted a document with both of our names onto it into our existing case, it doesn't matter. The fact that you were able to manipulate me during our phone calls only proves further your predatory behavior so go ahead and submit the recorded calls! It matters not.. I hope you do actually, cause anyone who has dealt with a sociopath can sense your arterial motives. In fact, send them to me so I can submit them in my case file against you.! A good psychiatrist will pick you apart real easy. You're one hell of a groomer! Definitely made a fool of me many times, I will admit that...

For the record... you are the one who is making this difficult. I am trying to be nice... so from here on out I am done responding to your emails. I just wanted to make sure you knew where I am at. Also feel free to submit this to the judge.

It's simple Robert... PAY. YOUR. DEBT. Or... we can go to war. I'd rather not.

End of line.

Sent from my T-Mobile 5G Device

Get [Outlook for Android](#)

[Quoted text hidden]

# **EXHIBIT <sup>8</sup>\_\_\_\_\_**



LINKS TO RECORDED CALLS  
(Audio and Full Transcript)

EXHIBIT 3

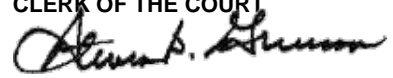
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EXHIBIT 4

[https://www.rev.com/transcript-editor/shared/  
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EXHIBIT 5

[https://www.rev.com/transcript-editor/shared/  
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CSERV  
Name: Robert Reynolds  
Address: 4620 Laguna Vista  
Las Vegas NV 89147  
Telephone: 5128063300  
Email Address: robertwreynolds@gmail.com  
In Proper Person

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Susan Hayden

Plaintiff,

vs.

Robert Reynolds

Defendant.

CASE NO.: D-11-448466-D

DEPT: H

**CERTIFICATE OF SERVICE**

I, (name of person who served the document) Robert Reynolds,  
declare under penalty of perjury under the law of the State of Nevada that the following is true  
and correct. That I served the: **(check all that apply)**

- ☐ Motion ☐ Answer ☐ Financial Disclosure Form  
☒ Opposition ☐ Reply ☐ Notice of Entry of Judgment / Order / Decree  
☒ Other: Exhibits

In the following manner: **(check one)**

- ☐ **Mail:** By depositing a copy in the U.S. Mail in the State of Nevada, postage prepaid, on  
the (day) 18 of (month) September, 2020 addressed to:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- ☒ **Electronic:** Through the Court's electronic service system on (date) 9/18/20  
at (time) 12:45 ☒ a.m. ☐ p.m.

DATED this 18 day of September, 2020

Submitted By: (Signature) ▶ /s/ Robert Reynolds

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TRANS

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JAN 14 2022

*Alanna A. Shuman*  
CLERK OF COURT

EIGHTH JUDICIAL DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

SUSAN VICTORIA REYNOLDS, )	
Plaintiff, )	CASE NO. D-11-448466-D
vs. )	DEPT. H
ROBERT WILLIAM REYNOLDS, )	APPEAL NO. 83473
Defendant. )	

BEFORE THE HONORABLE T. ARTHUR RITCHIE, JR.  
DISTRICT COURT JUDGE

TRANSCRIPT RE: ALL PENDING MOTIONS

MONDAY, SEPTEMBER 21, 2020

APPEARANCES:

The Plaintiff:	SUSAN VICTORIA HAYDEN (Tel.)
For the Plaintiff:	PRO SE
The Defendant:	ROBERT WILLIAM REYNOLDS (Tel.)
For the Defendant:	PRO SE

1 LAS VEGAS, NEVADA

MONDAY, SEPTEMBER 21, 2020

2 PROCEEDINGS

3 (The following transcript contains multiple indiscernibles  
4 due to poor recording quality)

5 (THE PROCEEDINGS BEGAN AT 10:01:58)

6  
7 THE COURT: -- proceedings. The case number is  
8 D-2011-448466. We have the parties who are representing  
9 themselves today on the phone pursuant to Administrative  
10 Orders. But we are in the Regional Justice Center on the  
11 record and this is Art Ritchie. I'm the judge responsible for  
12 this case.

13 This matter was heard last heard back in 2000 --  
14 well, the substance of your dispute heard in May of 2016 and  
15 there was a judgment entered on the decree, the provisions of  
16 the decree that we have jurisdiction to enforce, start at page  
17 3. And it's basically the monthly payments on the amortized  
18 property settlement agreement note.

19 This matter was reopened on May 19th by you, Ms.  
20 Hayden. And you basically say that since the judgment was  
21 entered in May of 2016 there's been sporadic or no payments  
22 since and that you're asking to enforce and for a judgment on  
23 sort of what we did in 2016. The schedule of arrears alleges  
24 no payments since June 2012. A judgment was entered obviously

1 February 2017 from the May 2016 hearing. So the amounts that  
2 were due prior to or through May 2016 have already been  
3 adjudicated. So we're talking about June 2016 forward.

4 So the Court wants to know what is owed from June  
5 2016. The response and opposition that was filed on, what,  
6 Thursday of last week; did you get it?

7 THE PLAINTIFF: Yes.

8 THE COURT: Okay. So he says he made some payments  
9 and then he talks about some side agreement on a verbal to  
10 receive consideration for some speech. There's -- the Court  
11 only has jurisdiction to enforce the judgments that have been  
12 entered. I don't have jurisdiction to enforce agreements  
13 verbal or otherwise that you've had that aren't acknowledged  
14 years after the divorce. But basically he says look, I need  
15 routing information to make the monthly payments and I should  
16 get credit for some sort of side verbal agreement. I didn't  
17 see a reply. It was just filed last week. But you -- you  
18 have to take a position under oath as to whether or not you  
19 made some sort of agreement to give him credit for some  
20 payments for some speech that was sold and if --

21 THE PLAINTIFF: Well, everything --

22 THE COURT: I mean, what I'm saying is that you --  
23 you -- he just brought this up last week. It's not part of  
24 the decree. And you either are going to acknowledge that it

1 was sold and you received the money and that should be a  
2 credit or you're going to take a position that you didn't have  
3 an agreement with him. Either way, the Court needs to know  
4 that before we adjudicate. You haven't been paid your million  
5 dollars that was due plus the interest over the eight years,  
6 right?

7 THE PLAINTIFF: Correct.

8 THE COURT: A hundred and seventeen thousand, seven  
9 thirty-four and change was adjudicated through May 2016 and  
10 that is more than four years ago now. And you have alleged  
11 that he basically hasn't made any of the monthly payments  
12 since then. Are you sure?

13 THE PLAINTIFF: Yes.

14 THE COURT: Okay. So Mr. Reynolds, you filed an  
15 opposition and you said you made some payments. You better  
16 document them and show me what you've made. What have you  
17 paid since June of -- since May of 2016?

18 THE DEFENDANT: Okay. So the speech is -- is listed  
19 as selling for a hundred and fifty-three thousand. Now, I  
20 intended -- and I brought this up in a -- in a -- a former  
21 countermotion where I mentioned her father being unwilling to  
22 or unable to verify the validity of the divorce asset. I was  
23 attempting to sell it so I can continue making payments to her  
24 and to fund my -- my --

1 THE COURT: Okay. That's not --

2 THE DEFENDANT: -- (indiscernible).

3 THE COURT: That's not what I asked you. I'll get  
4 to the speech in a minute. You said in your response that  
5 you've made some payments since the last hearing. I want to  
6 know when you -- what you made and when you made them.

7 THE DEFENDANT: Okay. My -- I guess my intention  
8 was in terms of payments made since then was in regards to the  
9 speech selling, the -- you know, because I was trying to sell  
10 that speech to pay her directly afforded to that judgment and  
11 she potentially stole the speech from me and gave me no credit  
12 for it.

13 THE COURT: Okay. So you didn't make -- you didn't  
14 make payments. You would like the Court or her to acknowledge  
15 that she should credit whatever she got from the speech  
16 against this obligation you have. Is that what you're telling  
17 me?

18 THE DEFENDANT: At the least -- at the very least.

19 THE COURT: All right. So you made no payments  
20 since then. You say that there was a verbal agreement that  
21 she -- well, actually I can't make heads or tails of it. At  
22 one hand you say that she stole the speech and the other hand  
23 you said that there was a verbal agreement. Either way, she  
24 -- you -- you did not receive the hundred and fifty-three

1 thousand from the sale of the speech.

2 THE DEFENDANT: No, I did not.

3 THE COURT: And you believe she received it?

4 THE DEFENDANT: Correct.

5 THE COURT: And do you know whether that was the

6 amount that it sold for or was that the net amount that she

7 received?

8 THE DEFENDANT: That is the amount that was pub --

9 published on --

10 THE COURT: Okay.

11 THE DEFENDANT: -- (indiscernible).

12 THE COURT: So you know when you sell stuff with the

13 assistance of somebody you have to pay a commission or some

14 sort of fee for that, right?

15 THE DEFENDANT: Sure.

16 THE COURT: All right. So we don't know exactly

17 what portion of the 153 may have gone to her and whether it'll

18 be credited against some obligation you have. This notion

19 that you have not made any payments in four years in --

20 because you don't have routing information, I don't get that

21 at all.

22 THE DEFENDANT: I've talked to her multiple times,

23 Your Honor, and -- and I -- I've tried to make partial

24 payments --



1 THE COURT: How do you -- how do you make those  
2 payments? Do you take out a checkbook and write a check in  
3 her name and send it to her?

4 THE DEFENDANT: No. No. We've had multiple phone  
5 conversations before this recent filing where I -- I told her  
6 what was going on with, you know, my company and where I was  
7 at. I -- I let her know that I was trying to sell the Obama  
8 speech and be all that and I also tried to make, you know, a  
9 more reasonable payment that I can afford based on my income.  
10 I mean, I've been on food stamps for the last several years.  
11 I've tried to make a payment arrangement and -- and her and  
12 Lucy (ph) had (indiscernible) as an attorney refused to accept  
13 anything less than full payment.

14 THE COURT: Well, you have an amortized note that's  
15 -- that's a valid judgment. And so the only reason why the  
16 whole million dollars and interest hasn't been adjudicated is  
17 that you negotiated a periodic payment. And so she has to get  
18 it in -- over time. And so -- otherwise back in 2016 or now,  
19 if you said you couldn't make payments, you're -- during that  
20 eight year period of time, I mean, the Court could simply  
21 adjudicate the sum against you. It's not dischargeable as the  
22 stipulated judgment says and she could try to collect it. I  
23 don't know your financial circumstances.

24 Neither one of you filed financial disclosure forms

1 which are required technically by the rules. And I don't know  
2 what to make of this -- you know, this supposed agreement that  
3 occurred years after the divorce to get her some money.

4 Now, Ms. Hayden, did you sell this speech?

5 THE PLAINTIFF: Yes, the speech was sold.

6 THE COURT: What did you get from the speech?

7 THE PLAINTIFF: It sold for 30,000 and it had to be  
8 split five ways between me and a few of my father's coworkers.  
9 My father paid me his share which gave me 40 percent and I  
10 prof -- I got \$6,000.

11 THE COURT: Okay. I -- I can't account for, you  
12 know, what he says; he said it was worth between three --  
13 three quarters of a million and a million and that it sold for  
14 a hundred and fifty-three. That's neither here nor there.  
15 It's not in the decree. So the Court is going to -- if  
16 there's no agreement, it's his burden to show. It's not a  
17 defense of --

18 THE DEFENDANT: Your Honor --

19 THE COURT: -- payment. Yeah?

20 THE DEFENDANT: Your Honor -- Your Honor, my  
21 apologies for interrupting. The -- the transcripts that I've  
22 submitted were an audio call with Susan and I where I was --  
23 when I was trying to sell the speech, she -- she -- and I  
24 tried to get it authenticated with her dad about the story of

1 how he obtained it, you know, and he did give it to us in the  
2 divorce. And -- and what ended up happening was she -- so it  
3 turns out that Robin (ph) had taken this speech from these  
4 other coworkers that were all supposed to be selling this  
5 together. So he gave it to us as an asset in the divorce --  
6 or in our marriage gave it to us as a gift and it was  
7 (indiscernible) as an asset, but it wasn't his to even give to  
8 us in the first place. So it -- the -- the auction house was  
9 -- was doing promotional work. They were just on Fox News.  
10 It's how his coworkers found out about it. And they contested  
11 ownership of the speech which dramatically impacted the value  
12 of the speech.

13           It was evaluated at \$750,000 and we believed we were  
14 going to get up to a million dollars for it. And this was,  
15 you know, professionally appraised by the auction house for  
16 the Jackie Robinson Foundation charity auction.

17           And so when Susan contacted me, she -- she said I  
18 don't want to hurt my father. I don't want to hurt his career  
19 because these people, if he screws them over, his career is  
20 over. She said since it's being evaluated at what more than  
21 you owe me, I will wipe out the entirety of the divorce decree  
22 if you sign the speech over to me to sell. And I said okay,  
23 let's do that. And I -- I signed over consignment of the  
24 speech to her so the value didn't keep dropping because the

1 more it was under contested -- the -- the more it was being  
2 contested the more the value of the speech continued to drop.

3           So when -- when she found out what the -- what the  
4 fees were and things like that and started to worry about  
5 whether or not, you know, it would actually sell for that full  
6 amount, at that point, because she noticed that the value of  
7 the speech had been hurt dramatically by -- by their  
8 contesting it. She then said I -- I no longer want to do  
9 those terms. She said I -- and -- and it was -- upon -- once  
10 I presented her with the agreement to sign then to transfer  
11 the speech over and -- in exchange for that, she refused to  
12 sign it and said you have to trust me. I was going to, you  
13 know, do it anyways but we're not going to do it through the  
14 courts.

15           So she just wanted to be able to hang this over my  
16 head and -- and I said well, okay, if you no longer agree to  
17 the terms of our verbal agreement, then you have to return  
18 ownership of the speech to me because I am the rightful owner  
19 and it doesn't make sense for me to allow you to sell it and  
20 split it five ways when -- and -- and where I get very little  
21 value or credit it to me where that was my asset. And if I  
22 were to sold it in full and -- and fought those guys  
23 contesting the ownership, I would have made more. I would  
24 have made at least five times more to pay her the debts.

1           THE COURT: Okay. I'm going to -- I'm going to  
2 interrupt you there for a second. Okay. This is neither here  
3 nor there. This is your divorce case. The Court has  
4 jurisdiction to enforce the judgments that have been entered.  
5 That sounds like a very interesting dispute and if it's not  
6 acknowledged as some sort of payment agreement, then you may  
7 have some sort of civil claim regarding this with her. But  
8 the Court is -- I'm not interested in knowing the details of  
9 it since we have no evidence of any agreement. It would be  
10 your burden to -- to prevail on some sort of contract claim or  
11 some sort of tort claim against her.

12           And we have a provision -- now, when I looked at the  
13 amortization schedule in May or June of 2016, it looks like  
14 the payments that were scheduled were about 10,000 or 11,000  
15 in principal with about 400 and some dollars in interest and  
16 there was a balance of like a hundred and thirty-three  
17 thousand dollars. This debt, by the way, should have been  
18 paid off by June of 2017, right? So more than three years  
19 ago.

20           Ms. Hayden, where -- where -- what was the reason  
21 why you filed this request for judgment in May of this year  
22 and did not file between May of 2016 and now?

23           THE PLAINTIFF: Because my life -- I haven't really  
24 had time. And honestly dealing with Robert is extremely

1   taxing. And it took a lot for me to want to do this.

2           THE COURT: So do you -- were you paid essentially  
3 almost 880,000 of the million dollars that was agreed to at --  
4 in the decree or do you -- are you still owed the hundred  
5 seventeen thousand dollar judgment that was entered in 2016?

6           THE PLAINTIFF: I'm still owed. He hasn't paid me  
7 since the last time we've been in court.

8           THE COURT: Okay. Well, the amortization note  
9 that's attached to the decree says that between June 2016 and  
10 the end of the note, a hundred and thirty three thousand eight  
11 eighty-six twenty seven was -- should have been paid. Do you  
12 know what I'm reading from? If you look at the decree of  
13 divorce, it references an amortization note. It's at the end  
14 of the decree. It has the payment schedules, the interest and  
15 principal that was supposed to be paid each and every month.  
16 The third column or the fourth column if you count the date  
17 says that the balance owed that we carried down to zero at the  
18 time this matter was heard was about 133,886.

19           Now, May 2016 is the month of the last hearing and I  
20 -- it looks to me since it was on May 12th that we adjudicated  
21 the money through May. So a hundred and thirty-three thousand  
22 eight eighty-six is what you should have received and you  
23 should have received all of that before the end of 2017. Is  
24 that -- is that a proper way to read this.

1 THE PLAINTIFF: Yes, I believe so.

2 THE COURT: All right. Now, what he said, all of  
3 the -- the things that he talked about, the dialogue that  
4 occurred years after the divorce, whether there was this asset  
5 that he owned or controlled that he wanted to use to pay you  
6 off, the allegation that there's some sort of contract or that  
7 you hurt the asset or whatever, I mean, I -- I'm not  
8 commenting on any of it, okay, because he acknowledges there  
9 was no written agreement and no acknowledgment by you that  
10 you've been paid. So that dispute is not getting resolved  
11 today.

12 THE PLAINTIFF: Okay.

13 THE COURT: But you'll have to answer his claims.  
14 If he thinks he can prove it, you know, what you guys do after  
15 this case is closed could be a defense. He offers it as a  
16 defense to payment and you put in your papers that he's paid  
17 you nothing and that you -- you -- then you just said that  
18 your -- the net amount that you got from the speech was  
19 \$6,000.

20 THE PLAINTIFF: Correct.

21 THE COURT: So you know, I -- the -- there's --  
22 there's no material dispute of fact as it relates to what the  
23 note is, what you should have been paid since May of 2016 and  
24 there's no defense of any actual payments on the note.

1           Mr. Reynolds, you -- you said that you have -- I  
2 mean, what information do you have about the actual proceeds  
3 from the sale of the speech?

4           THE DEFENDANT: I submitted it in my -- my --

5           THE COURT: No. No. No. You've gave -- you said  
6 it was on a website selling for a hundred and fifty-three  
7 thousand dollars.

8           THE DEFENDANT: Yes, that was the press release that  
9 they announced after the fact stating how much money was  
10 raised and that it was a record selling that the -- the most  
11 of that anything Obama memorabilia has -- has been sold.

12          THE COURT: Okay. But you -- you just told me that  
13 it appraised for almost --

14          THE DEFENDANT: Yeah.

15          THE COURT: -- a million dollars.

16          THE DEFENDANT: Yes, and the reason why it sold for  
17 such a low amount was because -- and this is about -- I have  
18 proof documenting all of this in writing from the auction  
19 house. They were doing a press tour and once the speech was  
20 contested by Susan's father where he actually submitted an  
21 affidavit stating that he never gave it to us as a gift in our  
22 marriage and that essentially, like, it was stolen by us. And  
23 so, I mean, this -- this dropped the value of it substantially  
24 because they -- they didn't -- they didn't do any more prep on



1 it after that because he didn't -- he didn't want to get the  
2 auction house to look at it because they were, you know,  
3 trying to auction off a stolen speech.

4 THE COURT: Yeah. Well, then it may not going to be  
5 a claim that you have against her, maybe a claim you have  
6 against him. That's neither here nor there. You guys entered  
7 into a stipulated judgment, the stipulated decree of divorce,  
8 and I'm reading from page 10 served as a final settlement of a  
9 hundred percent of all claims the parties have against either  
10 other including non-addressed request for reimbursement from  
11 each other from marital tort claims that either may have  
12 against each other.

13 There was a property settlement and a stipulated  
14 judgment for an amortized amount that at page three of 13  
15 \$1,000,000 which will be paid by the Defendant to the  
16 Plaintiff over eight years. Payments were due on the 1st of  
17 every month. They had interest, contractual interest, and an  
18 amortization schedule was attached as Exhibit A showing  
19 payments for the first five years and then for the last two or  
20 three years. The monthly payments were subject to a different  
21 interest rate for the last couple years.

22 The -- the Court reopened this matter upon request  
23 in 2016 and in May at a May 12th, 2016 hearing issued a  
24 judgment in favor of the Plaintiff against the Defendant in

1 the amount of hundred seventeen thousand seven thirty-four  
2 fifty-three. This matter was reopened on May 19th, 2020. The  
3 schedule of arrears in the motion said that there were no  
4 payments on this judgment since the last hearing. The  
5 amortization schedule that's attached to the decree shows that  
6 in June of 2016 the remaining balance on the amortization  
7 schedule was a hundred and thirty-three thousand dollars eight  
8 eighty-six.

9           The Defendant filed a response and opposition. He  
10 said that there was a verbal agreement between them related to  
11 some asset that's not included in the decree and that that's a  
12 defense to payment. The Court finds that there are no  
13 material facts in dispute and that there was no agreement or  
14 accorded satisfaction of this obligation. And in -- a  
15 judgment will be entered in favor of the Plaintiff against the  
16 Defendant in the amount of hundred and thirty-three thousand  
17 eight hundred and eight -- eighty-six dollars.

18           So that should adjudicate all of the monies that are  
19 owed on this note. The judgment that was entered on February  
20 13th, 2017 from the May 12th, 2016 hearing and this judgment  
21 that accounts for the monies that were due after that hearing.  
22 They'll accrue interest at the legal rate and may be collected  
23 by any lawful means.

24           Ms. Hayden, you're going to submit a judgment that

1 makes those findings. The Court is not ordering any other  
2 sanctions or any other -- that the remedy is going to be a  
3 judgment on the unpaid balance. So I appreciate you guys  
4 being available. Stay healthy. Ms. Hayden, submit the order  
5 at your convenience.

6 THE PLAINTIFF: Thank you, Your Honor.

7 THE CLERK: Thank you.

8 (PROCEEDINGS CONCLUDED AT 10:21:48)

9 \* \* \* \* \*

10 ATTEST: I do hereby certify that I have truly and  
11 correctly transcribed the digital proceedings in the above-  
12 entitled case to the best of my ability.

13

14

*Adrian Medrano*

15

16

\_\_\_\_\_  
Adrian N. Medrano

17

18

19

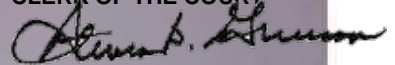
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21

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23

24



COURT CODE: MOT

Your Name: Susan Victoria Hayden

Address: 2410 Doherty Way, Henderson NV, 89014

Telephone: 702 350 5440

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 FOR Clarification of Divorce Decree Exhibits A & B**

*(provide a short title that sums up what you are asking the judge to order)*

TO: Name of Opposing Party and Party's Attorney, if any, Robert William 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.
- ☐ 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]

☒ Plaintiff / ☐ Defendant

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Generic Motion

\* 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](http://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

(☒ *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 do not need to discuss this issue with the other party, only the judge.

### 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.** *(explain all relevant laws and legal authorities that support your motion. If you do not provide and explain the legal basis that supports each of your requests, your motion may be considered without merit and denied.)*

Amount due was miscalculated.

Exhibit B was not acknowledged in recent or prior hearing.

Interest was not included into the monthly payments for both Exhibits (A & B).

After reviewing both exhibits and totaling up monies owed I came up with the following, outlined in the next section.

I used <https://www.amortization-calc.com> to verify my findings.

I would like to apologize to the court for not being prepared for the last hearing and making such a large error. I get very nervous when it comes to this..



**FACTS AND ARGUMENT** *(explain all relevant facts the judge needs to know to make a decision)*

Summary of Exhibit A (Page 3, Line 7)

1. Interest was not paid for the duration of Exhibit A. Total interest owed is \$57,190.45 (page 3, Line 5 & 6).
2. Partial payments were made the months of May-Aug 2015. Total principal owed for these months is \$21,347.51.
3. No payments have been made for the months of September 2015 through June 2017. Total principal owed is \$241,938.76.
4. The total balance owed on Exhibit A is \$320,476.72

Summary of Exhibit B (Page 3, Line 10)

1. Neither interest or principal payments have been received.
2. Total principal owed is \$375,000.00
3. Total interest owed is \$26,583.00
4. Total balance owed on Exhibit B is \$401,583.00

Total of Exhibit A & B with interest included: \$1,083,773.00

Total Robert Reynolds has paid to date: \$361,713.28

Total owed by Robert is: \$722,059.72.

*(attach additional pages if more space is needed)*

**CONCLUSION** *(explain what you want the judge to order)*

I respectfully ask the Court to grant me the following, 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.

1. The entire amount owed from both Exhibit A
2. and B (\$722,059.72) to be collected by any
3. lawful means

DATED October 1st, 2020.

Submitted By: (your signature) /s/ [Signature]

(print your name) Susan Hayden

### DECLARATION IN SUPPORT OF MOTION

I declare, under penalty of perjury:

- a. I have read the foregoing motion, 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 Motion 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 October 1<sup>st</sup>, 2020.

Submitted By: (your signature) /s/

(print your name)

Susan Hayden



*Steven D. Grierson*

FDF

Name: Susan Victoria Hayden  
Address: 2410 Doherty Way,  
Henderson NV, 89014  
Phone: (702) 350-5440  
Email: dirtyjeepgirl@yahoo.com  
Attorney for \_\_\_\_\_  
Nevada State Bar No. \_\_\_\_\_

District Judicial District Court  
Clark County       , Nevada

<u>Susan Victoria Hayden</u> <b>Plaintiff,</b>  <b>vs.</b> <u>Robert William Reynolds</u> <b>Defendant.</b>	<b>Case No.</b> <u>D-11-448466-D</u>  <b>Dept.</b> <u>H</u>
--	---

**GENERAL FINANCIAL DISCLOSURE FORM**

**A. Personal Information:**

1. What is your full name? (first, middle, last) Susan Victoria Hayden  
2. How old are you? 31 3. What is your date of birth? March 23, 1989  
4. What is your highest level of education? High School

**B. Employment Information:**

1. Are you currently employed/ self-employed? (☒ check one)  
☐ No  
☒ Yes If yes, complete the table below. Attached an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
2017	Susan Hayden	Entertainer	TBD	TBD

2. Are you disabled? (☒ check one)

☒ No

☐ Yes

If yes, what is your level of disability? \_\_\_\_\_

What agency certified you disabled? \_\_\_\_\_

What is the nature of your disability? \_\_\_\_\_

**C. Prior Employment:** If you are unemployed or have been working at your current job for less than 2 years, complete the following information.

Prior Employer: Self Date of Hire: 2017 Date of Termination: 2020  
Reason for Leaving: Needing to homeschool my son due to Covid-19. I will return ASAP.



## Monthly Personal Income Schedule

### A. Year-to-date Income.

As of the pay period ending July 15th, 2020 my gross year to date pay is \$2061.00.

### B. Determine your Gross Monthly Income.

Hourly Wage

	×		=	\$0.00	×	52	=	\$0.00	÷	12	=	\$0.00
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

	÷	12	=	\$0.00
Annual Income		Months		Gross Monthly Income

### C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support			
Child Support			
Workman's Compensation			
Other:			
Total Average Other Income Received			\$0.00

Total Average Gross Monthly Income (add totals from B and C above)	\$0.00
--	--------

#### D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	
2.	Federal Health Savings Plan	
3.	Federal Income Tax	
4.	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	0.00
5.	Life, Disability, or Other Insurance Premiums	
6.	Medicare	
7.	Retirement, Pension, IRA, or 401(k)	
8.	Savings	
9.	Social Security	
10.	Union Dues	
11.	Other: (Type of Deduction)	
Total Monthly Deductions (Lines 1-11)		0.00

#### Business/Self-Employment Income & Expense Schedule

##### A. Business Income:

What is your average gross (pre-tax) monthly income/revenue from self-employment or businesses?  
\$650.00

##### B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising			
Car and truck used for business			
Commissions, wages or fees			
Business Entertainment/Travel			
Insurance			
Legal and professional			
Mortgage or Rent			
Pension and profit-sharing plans			
Repairs and maintenance			
Supplies			
Taxes and licenses (include est. tax payments)			
Utilities			
Other:			
Total Average Business Expenses			0.00



### Personal Expense Schedule (Monthly)

- A. Fill in the table with the amount of money **you** spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me 	Other Party 	For Both 
Alimony/Spousal Support				
Auto Insurance				
Car Loan/Lease Payment				
Cell Phone				
Child Support (not deducted from pay)				
Clothing, Shoes, Etc...				
Credit Card Payments (minimum due)				
Dry Cleaning				
Electric				
Food (groceries & restaurants)				
Fuel				
Gas (for home)				
Health Insurance (not deducted from pay)				
HOA				
Home Insurance (if not included in mortgage)				
Home Phone				
Internet/Cable				
Lawn Care				
Membership Fees				
Mortgage/Rent/Lease				
Pest Control				
Pets				
Pool Service				
Property Taxes (if not included in mortgage)				
Security				
Sewer				
Student Loans				
Unreimbursed Medical Expense				
Water				
Other:				
<b>Total Monthly Expenses</b>	0.00			



### Household Information

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attached a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 <sup>st</sup>	Jude Hayden	02/22/13	Me	No	No
2 <sup>nd</sup>					
3 <sup>rd</sup>					
4 <sup>th</sup>					

- B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child	4 <sup>th</sup> Child
Cellular Phone				
Child Care				
Clothing				
Education				
Entertainment				
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other:				
<b>Total Monthly Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attached a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution
Robin Charles Hayden	61	Father	\$ 4,000.00



### Personal Asset and Debt Chart

A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Jeep Wrangler (2013)	\$26,245.00	-	\$0.00	=	\$ 26,245.00	
2.	Lexus SC430 (2006)	\$10,128.00	-	\$0.00	=	\$ 10,128.00	
3.		\$	-	\$	=	\$ 0.00	
4.		\$	-	\$	=	\$ 0.00	
5.		\$	-	\$	=	\$ 0.00	
6.		\$	-	\$	=	\$ 0.00	
7.		\$	-	\$	=	\$ 0.00	
8.		\$	-	\$	=	\$ 0.00	
9.		\$	-	\$	=	\$ 0.00	
10.		\$	-	\$	=	\$ 0.00	
11.		\$	-	\$	=	\$ 0.00	
12.		\$	-	\$	=	\$ 0.00	
13.		\$	-	\$	=	\$ 0.00	
14.		\$	-	\$	=	\$ 0.00	
15.		\$	-	\$	=	\$ 0.00	
<b>Total Value of Assets (add lines 1-15)</b>		<b>\$36,373.00</b>	-	<b>\$ 0.00</b>	=	<b>\$ 36,373.00</b>	

B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
<b>Total Unsecured Debt (add lines 1-6)</b>		<b>\$ 0.00</b>	

## CERTIFICATION

**Attorney Information:** Complete the following sentences:

1. I (have/have not) have not retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$0.00 on my behalf.
3. I have a credit with my attorney in the amount of \$0.00.
4. I currently owe my attorney a total of \$0.00.
5. I owe my prior attorney a total of \$ 0.00.

**IMPORTANT:** Read the following paragraphs carefully and initial each one.

SVH I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

       I have attached a copy of my 3 most recent pay stubs to this form.

SVH I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.

       I have not attached a copy of my pay stubs to this form because I am currently unemployed.

/s/ Susan [Signature]  
Signature

10/01/20  
Date



### CERTIFICATE OF SERVICE

I hereby declare under the penalty of perjury of the State of Nevada that the following is true and correct:

That on (date) 10/01/20, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

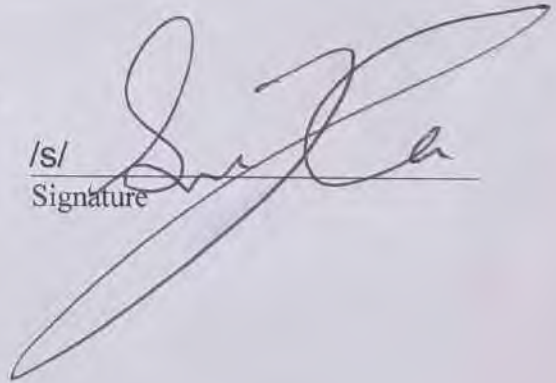
☐ Via 1<sup>st</sup> Class U.S. Mail, postage fully prepaid addressed as follows:

☐ Via Electronic Service, in accordance with the Master Service List, pursuant to NEFCR 9, to:

☒ Via Facsimile and/or Email Pursuant to the Consent of Service by Electronic Means on file herein to: robertwreynolds1@gmail.com

Executed on the 1<sup>st</sup> day of October, 2020

/s/  
Signature

A large, stylized handwritten signature in black ink, written over a horizontal line.

## Payment History

Payment Code: #M25407194\_308434\_20200701\_20200715DD  
Dates: July 1st, 2020 - July 15th, 2020  
Tokens: 18621  
Amount paid: \$931.05

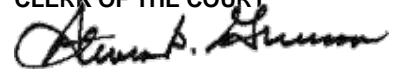
Payment information:  
Method: Deposit  
Name: Susan Victoria Hayden  
Address: 2410 Doherty Way, Henderson, NV, 89014, US  
Bank Name: America First Credit Union  
Bank Address: 370 N Stephanie St, Henderson, NV, 89014, US  
Account Number: 397697731  
Routing Number: 324377516

Payment Code: #M25407194\_308434\_20200501\_20200630DD  
Dates: May 1st, 2020 - June 30th, 2020  
Tokens: 21827  
Amount paid: \$1091.35

Payment information:  
Method: Deposit  
Name: Susan Victoria Hayden  
Address: 3344 E Lashawn Court, Post Falls, ID, 83854, US  
Bank Name: STCU  
Bank Address: 3903 E Primrose Ln, Post Falls, ID, 83854, US  
Account Number: 1002565099  
Routing Number: 325182700

Payment Code: #M25407194\_308434\_20191101\_20200430DD  
Dates: November 1st, 2019 - April 30th, 2020  
Tokens: 772  
Amount paid: \$38.60





COURT CODE: OPPS

Your Name: Robert Reynolds

Address: 4620 Laguna Vista St

Las Vegas NV 89147

Telephone: 5128063300

Email Address: robertwreynolds1@gmail.com

Self-Represented

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Susan Hayden

Plaintiff,

vs.

Robert Reynolds

Defendant.

CASE NO.: D-11-448466-D

DEPT: H

DATE OF HEARING: 11/17/2020

TIME OF HEARING: 11am

**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 Clarification of Divorce Decree Exhibit A and B  
(*title of the motion you are opposing*)

(Your name) Robert Reynolds files this  
opposition to the motion referenced above.

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

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Generic Opposition

\* 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](http://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.

**LEGAL ARGUMENT.** *(explain all relevant laws and legal authorities that support your position. If you do not provide and explain the legal basis that supports each of your requests, your requests may be considered without merit and denied.)*

NRS199.120 is the Nevada law that prohibits perjury, the legal term for lying under oath.

NRS205.380 is the Nevada fraud law that prohibits obtaining money by false pretenses.

Rule 59e: motion to alter or amend a judgment

NRS193.0175 Malice: If you act with willful disregard to the rights of another person, this willful action could be considered malicious and could imply you have evil intent.

NRS193.200 Intent: states it is necessary to look at the actions taken by the plaintiff in the time leading up to the court date and show that plaintiff acted with premeditation and was planning to break the law NRS193.018. Negligence If you failed to act with the level of care about the consequences of your actions that an ordinarily prudent person exercises, you can be considered negligent in the eyes of the law NRS 207.190 Coercion: It is unlawful for a person, with the intent to compel another to do or abstain from doing an act which the other person has a right to do or not do

NRS 205.320 Threats: to affect any cause of action or defense, threatens directly or indirectly to accuse any person of a crime

NRS22.010 Contempt: as [d]isobedience or resistance to any lawful writ, order, rule or process issued by the court or judge at chambers

**FACTS AND ARGUMENT** *(explain all relevant facts the judge needs to know to make a decision)*

PLEASE SEE ATTACHED


*(attach additional pages if more space is needed)*

**CONCLUSION** *(explain what you want the judge to order)*

I respectfully ask the Court to grant me the following, 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.

1. Deny the other party's motion;
2. That the Court hold Plaintiff in contempt for misusing the courts to harass defendant
3. That the judge orders relief to Defendant by the Plaintiff for his lost wages from 9/15/20 to present  
\$13,284.00

DATED October 15, 2020.

Submitted By: (your signature) /s/ Robert Reynolds   
(print your name) Robert Reynolds


### DECLARATION IN SUPPORT OF OPPOSITION

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 October 15, 2020.

Submitted By: (your signature) /s/ Robert Reynolds   
(print your name) Robert Reynolds

1. On May 19,2020 Plaintiff filed The Motion for an Order to Show Cause to hold Robert in contempt of court.
2. The Motion for an Order to Show Cause states in First Court Order Violated Section 1a- "Robert Reynolds has failed to make any payments since June 6th, 2012" and Section 2b -"Robert Reynolds has failed to make any kind of payment despite Stipulated Decree of Divorce." and in Section 6 "Robert has not followed through with our Decree of Divorce in eight (8) years"(NRS199.120)
3. The Motion for an Order to Show Cause states under Harm- "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, its for me." Plaintiff is stating that she has been coerced to go after Robert in court in the past and alludes to a personal vendetta. (NRS193.0175,NRS193.200)
4. The Plaintiffs Financial Disclosure Form filed on October 1,2020 lists Robin Hayden, Plaintiffs father, under Household Information Page 5 Section C and states that he is currently living in the home with Plaintiff.
5. On September 21,2020 the court heard the Plaintiff's Motion for an Order to show Cause that was filed on 5/19/20 and the judge ordered a summary judgment for the Plaintiff in the amount of \$133,886.27. No written order of judgement has been served on Defendant as of this filing.
6. Plaintiffs current Motion for Clarification of Divorce Decree Exhibits A and B was filed to amend the findings of the Summary Judgement ordered on 9/21/20, Current motion states under Legal Arguments that the amount owed to her had been miscalculated.
7. In Plaintiff's Motion for Clarification of Divorce Decree Exhibits A and B under Facts and Arguments : Summary of Exhibit A, Plaintiff knowingly makes a false representation or misrepresentation as to a past or existing fact. It is vital in court proceedings to include every fact that could in any way be relevant to give the court as complete a picture as possible.
8. Plaintiff's statement of facts omits monies that have already been awarded to her in the judgment order written on May 12, 2016 in the amount of \$117,734.53. (Judgement Order from the May 12,2016 Hearing Lines 15-19) Plaintiff is seeking relief for monies owed from June 2012- June 2016 but the judgement order from the May 12,2016 hearing cannot be altered or amended as more than 28 days have elapsed since it was written.(Rule59e)
9. The existence of the "Judgement Order from the May 12,2016 Hearing" was brought to the Plaintiffs attention by the judge as recently as 9/21/20 during the hearing for Motion for an Order to Show Cause. The judge let her know several times that monies owed to her had been awarded to her through judgement through June of 2016. Plaintiff acknowledged to the judge under oath that she was indeed awarded this

judgment and that he was correct. This shows that she had knowledge of it when filing her Motion for Clarification of Divorce Decree Exhibits A and B and chose not to include it.

10. The Motion for Clarification of Divorce Decree Exhibits A and B further states under Facts and Arguments "Total Robert Reynolds has paid to date \$361,713.38". This is contradictory to statements made in her original filing of the Motion for an Order to Show Cause in which she stated no payments had been made towards the divorce decree AT ALL.

11 While the omitting of the "Judgement Order from the May 12, 2016 Hearing" in her current Motion for Clarification of the Divorce Decree Exhibits A and B could alone be construed as harmless error, Plaintiff's falsehoods in the original Motion for an Order to Show Cause show a pattern of Plaintiff's attempt to mislead the court to obtain a higher judgement amount on default. Plaintiff knows that the Defendant cannot afford counsel and she has put him under extreme duress to keep him from properly defending himself in court.

12. If the Plaintiffs intent was to simply receive financial relief from the courts she would have simply filed either motion asking the courts for a judgment of the remaining amounts owed from June 2016 through the end of Exhibit B, as any prudent person in her position would do (NRS193.018)

13. Furthermore based on Plaintiffs own Financial Disclosure Agreement that shows zero monthly expenses Plaintiff was not under extreme financial duress and already had a judgment for \$117,734.38 that she could have executed on per the judges orders in the Judgement Order from the May 12,2016 Hearing (Lines 20-24). )(NRS22.010)

14. In addition to the omitting of facts and falsehoods in previous motions, On September 16, 2020 and September 18,2020 Plaintiff sent two emails to Defendant stating IN WRITING that she intended to tell the courts that the ENTIRE sale of the Denver Obama Speech from the Divorce Decree that she fraudulently stole, would be put towards payment of Roberts judgment debt. "Even though I didn't get the entire amount, the total will be taken off of what is left that is owed." and "It's easy to explain actually...[in regards to her fraudulent Motion] I'm not a lawyer and I already stated I would take the entire sum of what the speech sold for off of the top." (Exhibit 1) (NRS193.200)

15. At the Motion for Order to Show Cause on 9/21/20 Plaintiff Under oath denied to the judge that any of the sale of the Obama Speech that she fraudulently took from defendant would be seen as payment and that no payment attempt had been made towards the "Judgement Order from the May12,2016 Hearing" This continues to show the misleading by the Plaintiff towards both the court and the Defendant and her using the court as her personal weapon to control the Defendant.

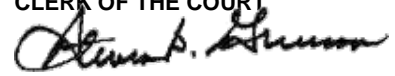
16. On September 18, 2020 another email from Plaintiff states “ You used me until you couldn’t control me anymore and then threw me away. Now when I am coming for what you owe me( and i could have just garnished it from your accounts btw)”

This shows Plaintiff had knowledge that she could have chosen to act upon the Judgement and seek a writ of execution and garnishment for monetary relief but instead Plaintiff chose to bring fraudulent claims to the court during a pandemic. (Exhibit2)

17. The email further states “ You know...this could go away.....” ;”If I receive any paperwork regarding you taking me to court over that stupid speech, I will file a [statutory rape] case against you” (Exhibit2) This shows the Plaintiffs malice and further proves the blackmail that defendant attempted to show in the Opposition of Order to Show Cause in that she was preventing Defendant from properly defending himself in court. ( NRS 205.320 )

18. As stated in Defendants Financial Disclosure Form Defendant lost his job when a crucial September 1st launch date was missed and this was a direct result of Defendant being in duress of blackmail and attempting to appropriately prepare for the hearing that was brought to the courts attention under fraudulent claims.( NRS193.018.)

19. The above facts show that the Plaintiff filed her current motion and previous motions in bad faith, not grounded in fact, and that they were filed merely to harass Defendant and misusing the court during a pandemic.



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"/>	<b>\$25</b>	The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.
-OR-		
<input type="checkbox"/>	<b>\$0</b>	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.

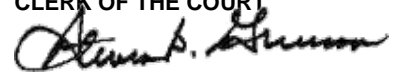
<input checked="" type="checkbox"/>	<b>\$0</b>	The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:
<input type="checkbox"/>		The Motion/Opposition is being filed in a case that was not initiated by joint petition.
<input type="checkbox"/>		The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.
-OR-		
<input type="checkbox"/>	<b>\$129</b>	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"/>	<b>\$57</b>	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"/>	<b>\$0</b>	<input type="checkbox"/>	<b>\$25</b>	<input type="checkbox"/>	<b>\$57</b>	<input type="checkbox"/>	<b>\$82</b>	<input type="checkbox"/>	<b>\$129</b>	<input type="checkbox"/>	<b>\$154</b>

Party filing Motion/Opposition: Robert Reynolds Date Oct 15 2020

Signature of Party or Preparer /s/ Robert Reynolds 



EXHS

Name: Robert Reynolds  
Address: 4620 Laguna Vista St  
Las Vegas, NV 89147  
Telephone: 5128063300  
Email Address: robertwreynolds1@gmail.com  
In Proper Person

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Susan Hayden Plaintiff,	CASE NO.: <u>D-11-448466-D</u>
vs.	DEPT: <u>H</u>
Robert Reynolds Defendant.	DATE OF HEARING: <u>11/17/20</u>
	TIME OF HEARING: <u>11am</u>

**EXHIBIT APPENDIX**

(your name) Robert Reynolds, the (check one ☒ ☐ Plaintiff  
/ ☒ Defendant, submits the following exhibits in support of my (title of motion / opposition you  
**Opposition to Motion for Clarification of Divorce Decree**  
filed that these exhibits support) Exhibits A and B. I understand that  
these are not considered substantive evidence in my case until formally admitted into evidence.

**Table of Contents:**


1. Exhibit 1- Emails from Plaintiff to Defendant stating that she was taking the entire sale of speech towards Defendants judgement debt.
2. Exhibit 2 Email showing Plaintiffs blackmail and preventing defendant from defending himself
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_



## **EXHIBIT 1**

11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_

DATED (month) October (day) 15, 2020.

Submitted By: (your signature) /s/ Robert Reynolds   
(print your name) Robert Reynolds

### CERTIFICATE OF MAILING

I, (your name) Robert Reynolds declare under penalty of perjury under the law of the State of Nevada that on (month) \_\_\_\_\_ (day) \_\_\_\_\_, 20\_\_\_\_, I served this **Exhibit Appendix** by depositing a copy in the U.S. Mail in the State of Nevada, postage prepaid, addressed to:

Name of Person Served: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

DATED (month) \_\_\_\_\_ (day) \_\_\_\_\_, 20\_\_\_\_.

Submitted By: (your signature) ▶ /s/ Robert Reynolds

## **EXHIBIT 1**



Robert Reynolds &lt;robertwreynolds1@gmail.com&gt;

---

## Court Request

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**Susie Hayden** <dirtyjeepgirl@yahoo.com>

16 September 2020 at 13:26

To: Robert Reynolds &lt;robertwreynolds1@gmail.com&gt;

Oh btw, regarding the Obama Speech and what it sold for. Even though I didn't get the entire amount, the total will be taken off of what is left that is owed. So.. if you're planning on bringing that up, it will be dismissed quite quickly by the judge.

Sent from my T-Mobile 5G Device  
Get [Outlook for Android](#)

[Quoted text hidden]



Robert Reynolds &lt;robertwreynolds1@gmail.com&gt;

---

**Pfft...**

---

**Susie Hayden** <dirtyjeepgirl@yahoo.com>  
To: Robert Reynolds <robertwreynolds1@gmail.com>

18 September 2020 at 14:15

It's easy to explain actually... I'm not a lawyer and I already stated I would take the entire sum of what the speech sold for off of the top. Also everything you submitted was obviously cherry picked. I can show all the messages you decided not show.

You may have been able to bully me in the past but those days are over.

Also.. you are 100% a pedophile. You just haven't been convicted yet.

Sent from my T-Mobile 5G Device  
Get [Outlook for Android](#)

---

**From:** Robert Reynolds <[robertwreynolds1@gmail.com](mailto:robertwreynolds1@gmail.com)>  
**Sent:** Friday, September 18, 2020 12:49:37 PM  
**To:** Susan Hayden <[dirtyjeepgirl@yahoo.com](mailto:dirtyjeepgirl@yahoo.com)>  
**Subject:** Re: Pfft...

[Quoted text hidden]

**EXHIBIT** <sup>2</sup> \_\_\_\_\_



Robert Reynolds &lt;robertwreynolds1@gmail.com&gt;

---

**Pfft...**

---

**Susie Hayden** <dirtyjeepgirl@yahoo.com>  
To: Robert Reynolds <robertwreynolds1@gmail.com>

18 September 2020 at 16:32

You know... this could go away. Maybe instead of your usual tactic of trying to scare me and manipulate me you could have just been honest. The fact that you are lying about our past makes me want to make it a priority to make sure the truth is shown. You even recorded conversations when you were pretending to be my friend? really, it all shows your intent.

If this is who you truly are then you do deserve to be convicted. You're not the person I thought you were. People used to say how disgusting it was that we were together. I used to say "No, this is different." "No, he really loves me.." I now see that they must have been right about you.

Why am I doing this now?

Because it took me almost 20 years to admit to myself that I was a victim of grooming. You used me until you couldn't control me anymore and then threw me away. Now when I am coming for what you owe me (and I could have just garnished it from your accounts btw.. ) you react with lies and show how you were planning to entrap me the entire time. Not to mention that the cost of dealing with you doesn't really add up to what I am owed. I swear, everytime I talk to you a day is taken from my life.. My heart hurts, its hard to breathe and panic attacks come. It has taken me so long to do this because it took a long time for me to get the courage to face you. I wanted to come to reasonable terms with you, not this.

You're just proving how manipulative you are. How there is no way that my childhood was taken for a good reason. That it was just another way for you to exercise your power over others.

"It's not the long walk home that will change this heart.. but the welcome I receive with a new start." - Mumford & Sons

If I receive any paperwork regarding you taking me to court over that stupid speech, I will file a case against you. Maybe I'm not so law savvy as you.. but the truth is king. And the law states what you did was a felony... and as powerful as you may think you are, you can't beat the law.

Sent from my T-Mobile 5G Device  
Get [Outlook for Android](#)

---

**From:** Susie Hayden <dirtyjeepgirl@yahoo.com>  
**Sent:** Friday, September 18, 2020 2:57:43 PM  
**To:** Robert Reynolds <robertwreynolds1@gmail.com>  
**Subject:** Re: Pfft...

[Quoted text hidden]

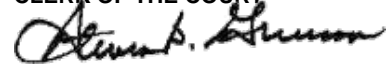




FDF

Name: Robert Reynolds  
Address: 4620 Laguna Vista St  
Las Vegas NV 89147  
Phone: 5128063300  
Email: robertwreynolds1@gmail.com  
Attorney for \_\_\_\_\_  
Nevada State Bar No. \_\_\_\_\_

Electronically Filed  
10/16/2020 1:19 AM  
Steven D. Grierson  
CLERK OF THE COURT



Eighth Judicial District Court  
Clark County \_\_\_\_\_, Nevada

<u>Susan Hayden</u> <b>Plaintiff,</b>  <b>vs.</b> <u>Robert Reynolds</u> <b>Defendant.</b>	<b>Case No.</b> <u>D-11-448466-D</u>  <b>Dept.</b> <u>H</u>
---	---

### GENERAL FINANCIAL DISCLOSURE FORM

#### A. Personal Information:

1. What is your full name? (*first, middle, last*) Robert William Reynolds
2. How old are you? 38
3. What is your date of birth? 06/27/1982
4. What is your highest level of education? Some College

#### B. Employment Information:

1. Are you currently employed/ self-employed? (☒ check one)  
☒ No  
☐ Yes If yes, complete the table below. Attached an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)

2. Are you disabled? (☒ check one)  
☒ No  
☐ Yes If yes, what is your level of disability? \_\_\_\_\_  
What agency certified you disabled? \_\_\_\_\_  
What is the nature of your disability? \_\_\_\_\_

#### C. Prior Employment: If you are unemployed or have been working at your current job for less than 2 years, complete the following information.

Prior Employer: Numuni Date of Hire: 08/01/2020 Date of Termination: 9/15/2020  
Reason for Leaving: Company lost funding due to September 1st deadline not being met

## Monthly Personal Income Schedule

### A. Year-to-date Income.

As of the pay period ending 9/15/2020 my gross year to date pay is \$16,250.01.

### B. Determine your Gross Monthly Income.

Hourly Wage

	×		=	\$0.00	×	52 Weeks	=	\$0.00	÷	12 Months	=	\$0.00
Hourly Wage		Number of hours worked per week		Weekly Income				Annual Income				Gross Monthly Income

Annual Salary

	÷	12 Months	=	\$0.00
Annual Income				Gross Monthly Income

### C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support			
Child Support			
Workman's Compensation			
Other:			
<b>Total Average Other Income Received</b>			<b>\$0.00</b>

<b>Total Average Gross Monthly Income (add totals from B and C above)</b>	<b>\$0.00</b>
---	---------------

## D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	
2.	Federal Health Savings Plan	
3.	Federal Income Tax	574.08
4.	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	0.00
5.	Life, Disability, or Other Insurance Premiums	
6.	Medicare	335.83
7.	Retirement, Pension, IRA, or 401(k)	
8.	Savings	
9.	Social Security	335.83
10.	Union Dues	
11.	Other: (Type of Deduction)	
<b>Total Monthly Deductions (Lines 1-11)</b>		<b>1,245.74</b>

## Business/Self-Employment Income & Expense Schedule

### A. Business Income:




What is your average gross (pre-tax) monthly income/revenue from self-employment or businesses?  
\$0.00

### B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising			
Car and truck used for business			
Commissions, wages or fees			
Business Entertainment/Travel			
Insurance			
Legal and professional			
Mortgage or Rent			
Pension and profit-sharing plans			
Repairs and maintenance			
Supplies			
Taxes and licenses (include est. tax payments)			
Utilities			
Other:			
<b>Total Average Business Expenses</b>			<b>0.00</b>

### Personal Expense Schedule (Monthly)

- A. Fill in the table with the amount of money **you** spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me 	Other Party 	For Both 
Alimony/Spousal Support				
Auto Insurance				
Car Loan/Lease Payment	600.00	✓		
Cell Phone	279.00	✓		
Child Support (not deducted from pay)				
Clothing, Shoes, Etc...				
Credit Card Payments (minimum due)				
Dry Cleaning				
Electric				
Food (groceries & restaurants)	589.00	✓		
Fuel				
Gas (for home)				
Health Insurance (not deducted from pay)				
HOA				
Home Insurance (if not included in mortgage)				
Home Phone				
Internet/Cable				
Lawn Care				
Membership Fees				
Mortgage/Rent/Lease				
Pest Control				
Pets	100.00	✓		
Pool Service				
Property Taxes (if not included in mortgage)				
Security				
Sewer				
Student Loans				
Unreimbursed Medical Expense				
Water				
Other:				
<b>Total Monthly Expenses</b>	1,568.00			

### Household Information

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attached a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 <sup>st</sup>	Ulana Reynolds	12/17/03	Robert	No	No
2 <sup>nd</sup>	Giana Reynolds	01/07/05	Robert	No	No
3 <sup>rd</sup>	Bodhi Reynolds	03/25/13	Robert	No	No
4 <sup>th</sup>	Aiden Reynolds	05/14/15	Robert	No	No

- B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child	4 <sup>th</sup> Child
Cellular Phone	50.00	50.00		
Child Care				
Clothing				
Education				
Entertainment				
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other: _____				
<b>Total Monthly Expenses</b>	<b>50.00</b>	<b>50.00</b>	<b>0.00</b>	<b>0.00</b>

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attached a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution
Silvia Reynolds	37	Wife	\$ 0.00
Josephine Okamura	76	friend	
Randy Okamura	73	friend	

### Personal Asset and Debt Chart

A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Ford Flex 2012	\$5,600.00	-	\$9,596.97	=	\$ -3,996.97	Robert Reynolds
2.		\$	-	\$	=	\$ 0.00	
3.		\$	-	\$	=	\$ 0.00	
4.		\$	-	\$	=	\$ 0.00	
5.		\$	-	\$	=	\$ 0.00	
6.		\$	-	\$	=	\$ 0.00	
7.		\$	-	\$	=	\$ 0.00	
8.		\$	-	\$	=	\$ 0.00	
9.		\$	-	\$	=	\$ 0.00	
10.		\$	-	\$	=	\$ 0.00	
11.		\$	-	\$	=	\$ 0.00	
12.		\$	-	\$	=	\$ 0.00	
13.		\$	-	\$	=	\$ 0.00	
14.		\$	-	\$	=	\$ 0.00	
15.		\$	-	\$	=	\$ 0.00	
<b>Total Value of Assets (add lines 1-15)</b>		<b>\$5,600.00</b>	-	<b>\$9,596.97</b>	=	<b>\$ -3,996.97</b>	

B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Hunter Warfield - rental lease payment	\$ 2,063.00	Robert Reynolds
2.	Michael Carman- lawyer fees	\$ 6,247.00	Robert Reynolds
3.	Susan Hayden-court judgement	\$ 117,734.53	Robert Reynolds
4.		\$	
5.		\$	
6.		\$	
<b>Total Unsecured Debt (add lines 1-6)</b>		<b>\$ 126,044.53</b>	

## CERTIFICATION

**Attorney Information:** *Complete the following sentences:*

1. I *(have/have not)* have not retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$0 on my behalf.
3. I have a credit with my attorney in the amount of \$0.00.
4. I currently owe my attorney a total of \$0.00.
5. I owe my prior attorney a total of \$ 6,247.00.

**IMPORTANT:** Read the following paragraphs carefully and initial each one.

RR\_\_\_\_ I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

RR I have attached a copy of my 3 most recent pay stubs to this form.

\_\_\_\_\_ I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.

\_\_\_\_\_ I have not attached a copy of my pay stubs to this form because I am currently unemployed.

/s/ Robert William Reynolds  
Signature

Date \_\_\_\_\_

## CERTIFICATE OF SERVICE

I hereby declare under the penalty of perjury of the State of Nevada that the following is true and correct:

That on (date) Oct 15 2020, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

☐ Via 1<sup>st</sup> Class U.S. Mail, postage fully prepaid addressed as follows:

\_\_\_\_\_

☒ Via Electronic Service, in accordance with the Master Service List, pursuant to NEFCR 9, to:

Susan hayden

☐ Via Facsimile and/or Email Pursuant to the Consent of Service by Electronic Means on file

herein to: \_\_\_\_\_

Executed on the 15 day of October, 20  .

/s/ Robert William Reynolds

Signature





# Robert Reynolds Earnings Statement

## Company

Numuni, Inc.  
16192 Coastal Highway  
Lewes, DE 19958  
512-806-3300

## Employee

Robert Reynolds  
XXX-XX-2567  
4620 Laguna Vista St  
Las Vegas, NV 89147

Pay period: Aug 1, 2020 - Aug 15, 2020 Pay Day: Aug 14, 2020

## Employee Earnings

Description	Rate	Hours	Current	Year To Date
<u>Regular Hours</u>   Salaried	\$62.50	86.666667	\$5,416.67	\$5,416.67
<u>Total Hours Worked</u>		86.666667		
<u>Gross Earnings</u>			\$5,416.67	\$5,416.67

## Employee Taxes Withheld

Employee Tax	Current	Year To Date
<u>Federal Income Tax</u>	\$574.08	\$574.08
<u>Social Security</u>	\$335.83	\$335.83
<u>Medicare</u>	\$78.54	\$78.54

## Employer Taxes

Company Tax	Current	Year To Date
<u>Social Security</u>	\$335.83	\$335.83
<u>Medicare</u>	\$78.54	\$78.54
<u>FUTA</u>	\$32.50	\$32.50
<u>Nevada Career Enhancement Program</u>	\$2.71	\$2.71
<u>Nevada State Unemployment Tax</u>	\$159.79	\$159.79

## Employee Deductions

Description	Type	Current	Year To Date
None	—	\$0.00	\$0.00

## Employer Contributions

Description	Type	Current	Year To Date
None	—	\$0.00	\$0.00

## Summary

Description	Current	Year To Date
-------------	---------	--------------

<u>Gross Earnings</u>	\$5,416.67	\$5,416.67
<u>Pre-Tax Deductions/Contributions</u>	\$0.00	\$0.00
<u>Taxes</u>	\$988.45	\$988.45
<u>Post-Tax Deductions/Contributions</u>	\$0.00	\$0.00
<u>Net Pay</u>	\$4,428.22	\$4,428.22
<u>Total Reimbursements</u>	\$0.00	\$0.00
<u>Check Amount</u>	\$4,428.22	\$4,428.22

#### Paid Time Off Policy

Description	Hours
Hours used this period	0.00
Remaining Time Off	Unlimited

# Robert Reynolds Earnings Statement

#### Company

Numuni, Inc.  
16192 Coastal Highway  
Lewes, DE 19958  
512-806-3300

#### Employee

Robert Reynolds  
XXX-XX-2567  
4620 Laguna Vista St  
Las Vegas, NV 89147

Pay period: Sep 1, 2020 - Sep 15, 2020 Pay Day: Sep 15, 2020

#### Employee Earnings

Description	Rate	Hours	Current	Year To Date
<u>Regular Hours</u>   Salaried	\$62.50	86.666667	\$5,416.67	\$10,833.34
<u>Total Hours Worked</u>		86.666667		
<u>Additional Earnings</u>			\$0.00	\$5,416.67
<u>Gross Earnings</u>			\$5,416.67	\$16,250.01

#### Employee Taxes Withheld

Employee Tax	Current	Year To Date
<u>Federal Income Tax</u>	\$574.08	\$1,722.24
<u>Social Security</u>	\$335.83	\$1,007.50
<u>Medicare</u>	\$78.55	\$235.63

#### Employer Taxes

Company Tax	Current	Year To Date
<u>Social Security</u>	\$335.83	\$1,007.50
<u>Medicare</u>	\$78.55	\$235.63
<u>FUTA</u>	\$0.00	\$42.00
<u>Nevada Career Enhancement Program</u>	\$2.71	\$8.13

<u>Nevada State Unemployment Tax</u>	\$159.79	\$479.37
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#### Employee Deductions

Description	Type	Current	Year To Date
None	–	\$0.00	\$0.00

#### Employer Contributions

Description	Type	Current	Year To Date
None	–	\$0.00	\$0.00

Description	Current	Year To Date
<u>Gross Earnings</u>	\$5,416.67	\$16,250.01
<u>Pre-Tax Deductions/Contributions</u>	\$0.00	\$0.00
<u>Taxes</u>	\$988.46	\$2,965.37
<u>Post-Tax Deductions/Contributions</u>	\$0.00	\$0.00
<u>Net Pay</u>	\$4,428.21	\$13,284.64
<u>Total Reimbursements</u>	\$0.00	\$0.00
<u>Check Amount</u>	\$4,428.21	\$13,284.64

#### Paid Time Off Policy

Description	Hours
Hours used this period	0.00
Remaining Time Off	Unlimited

# Robert Reynolds Earnings Statement

#### Company

Numuni, Inc.  
16192 Coastal Highway  
Lewes, DE 19958  
512-806-3300

#### Employee

Robert Reynolds  
XXX-XX-2567  
4620 Laguna Vista St  
Las Vegas, NV 89147

Pay period: Off-Cycle Payroll  
Aug 16, 2020 - Aug 31, 2020 Pay Day: Sep 4, 2020



A personal note from your employer:

8/16-8/31 Payroll 86.6667 hours

#### Employee Earnings

Description	Rate	Hours	Current	Year To Date
<u>Regular Hours</u>   Salaried				\$5,416.67
<u>Total Hours Worked</u>		0.0		
<u>Additional Earnings</u>			\$5,416.67	\$5,416.67
<u>Gross Earnings</u>			\$5,416.67	\$10,833.34

#### Employee Taxes Withheld

Employee Tax	Current	Year To Date
<u>Federal Income Tax</u>	\$574.08	\$1,148.16
<u>Social Security</u>	\$335.84	\$671.67
<u>Medicare</u>	\$78.54	\$157.08

#### Employer Taxes

Company Tax	Current	Year To Date
<u>Social Security</u>	\$335.84	\$671.67
<u>Medicare</u>	\$78.54	\$157.08
<u>FUTA</u>	\$9.50	\$42.00
<u>Nevada Career Enhancement Program</u>	\$2.71	\$5.42
<u>Nevada State Unemployment Tax</u>	\$159.79	\$319.58

#### Employee Deductions

Description	Type	Current	Year To Date
None	—	\$0.00	\$0.00

#### Employer Contributions

Description	Type	Current	Year To Date
None	—	\$0.00	\$0.00

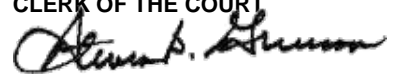
#### Summary

Description	Current	Year To Date
<u>Gross Earnings</u>	\$5,416.67	\$10,833.34

<u>Pre-Tax Deductions/Contributions</u>	\$0.00	\$0.00
<u>Taxes</u>	\$988.46	\$1,976.91
<u>Post-Tax Deductions/Contributions</u>	\$0.00	\$0.00
<u>Net Pay</u>	\$4,428.21	\$8,856.43
<u>Total Reimbursements</u>	\$0.00	\$0.00
<u>Check Amount</u>	\$4,428.21	\$8,856.43

#### Paid Time Off Policy

<b>Description</b>	<b>Hours</b>
Hours used this period	0.00
Remaining Time Off	Unlimited



CSERV

Name: Robert Reynolds

Address: 4620 Laguna Vista St

Las Vegas NV 89147

Telephone: 5128063300

Email Address: robertwreynolds1@gmail.com

In Proper Person

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Susan Hayden

Plaintiff,

vs.

Robert Reynolds

Defendant.

CASE NO.: D-11-448466-D

DEPT: H

**CERTIFICATE OF SERVICE**

I, (name of person who served the document) Robert Reynolds,  
declare under penalty of perjury under the law of the State of Nevada that the following is true  
and correct. That I served the: **(check all that apply)**

- ☐ Motion      ☐ Answer      ☒ Financial Disclosure Form  
☒ Opposition      ☐ Reply      ☐ Notice of Entry of Judgment / Order / Decree  
☒ Other: EXHIBITS

In the following manner: **(check one)**

- ☐ **Mail:** By depositing a copy in the U.S. Mail in the State of Nevada, postage prepaid, on  
the (day) \_\_\_\_\_ of (month) \_\_\_\_\_, 20\_\_ addressed to:  
(Print the name and address of the person you mailed the document to)

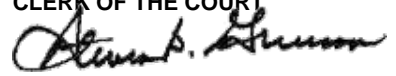
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- ☒ **Electronic:** Through the Court's electronic service system on (date) Oct 16 2020  
at (time) 1:19 ☒ a.m. ☐ p.m.

DATED this 16 day of Oct, 2020

Submitted By: (Signature) ▶ /s/ Robert Reynolds





COURT CODE: MOT

Your Name: Robert Reynolds

Address: 4620 Laguna Vista St

Las Vegas, NV 89147

Telephone: 5128063300

Email Address: robertwreynolds1@gmail.com

Self-Represented

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Robert Reynolds

Plaintiff,

vs.

Susan Hayden

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 TO SET ASIDE ORDER, JUDGMENT, AND/OR  
DEFAULT**

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

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.
- ☐ 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/ Robert Reynolds

☐ Plaintiff / ☐ Defendant

## MOTION

(Your name) Robert Reynolds moves this Court for an order to set aside an order, judgment and/or default. (☒ *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*)

On August 15, 2020 Susan served me with the Motion that led to this judgement. I replied to her email asking that we try to resolve this out of court due to the fact that this would severely affect me financially because my company was launching in 2 weeks. Defendant refused and does not want to resolve this out of court.

## POINTS AND AUTHORITIES LEGAL ARGUMENT

The court may set aside a final order or judgment pursuant to Nevada Rule of Civil Procedure 60(b) for the following reasons:

- (1) mistake, inadvertence, surprise, or excusable neglect;
- (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);
- (3) fraud, misrepresentation or other misconduct of an adverse party;
- (4) the judgment is void; or
- (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that an injunction should have prospective application.

The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than 6 months after the proceeding was taken or the date that written notice of entry of the judgment or order was served.

When a default order is entered against a party who was never personally served with the summons and complaint, the court may set aside the order pursuant to Nevada Rule of Civil Procedure 60(c) so the party can answer the merits of the original action. A defaulted party must file a motion within 6 months of the date of service of written notice of entry of the order.

In addition, a default may be set aside for good cause. NRCP 55(c).



## FACTS AND ARGUMENT

1. **Order/Default.** (☒ *check one*)

- ☐ I want to set aside a default that was entered on *(date default was filed)* \_\_\_\_\_.
- ☒ I want to set aside an order. A hearing was held on *(date of the hearing, or "n/a" if there was no hearing)* 09/21/20. A written order was filed *(date of the order)* \_\_\_\_\_. I was served with a copy of the order on *(date you received the order)* \_\_\_\_\_.

2. **Grounds.** The default or order should be set aside because: (☒ *check all that apply*)

- ☐ I was never served with the other party's court papers that led to the court order/default.
- ☒ I did not respond to the other party's court papers because of my mistake, inadvertence, surprise, or excusable neglect. *(Explain why you did not respond to the original papers):*
- a. Susan served me with paperwork 15 days before the launch of my new company and I was under extreme duress from Susan blackmailing me.
  - b. I was not able to properly convey to the court that the Obama Denver Speech WAS part of the Divorce Decree (Page 4 line 15-16) and it was my sole property. Susan and her father contested my ownership to the auction house when I tried to sell it to pay off my debt. Susan then fraudulently stole it by saying if it was given to her, she would release me of my judgement debt.
- ☒ The other party committed fraud, misrepresentation, or misconduct that resulted in the order. *(Explain what the other party did to get the order that was wrong):*
- a. EXTRINSIC FRAUD by not allowing me the proper time to defend myself properly. I filed on 09/16/2020 when I finally had proof in writing that she was blackmailing me and preventing me from appearing in court so she could get a larger default judgment than what she was entitled to.
  - b. INTRINSIC FRAUD by committing perjury in her Motion (Section 1a- "Robert Reynolds has failed to make any payments since June 6th, 2012" and Section 2b -"Robert Reynolds has failed to make any kind of payment despite Stipulated Decree of Divorce.")
3. MISCONDUCT: Blackmailing me into not filing paperwork to defend myself.
- ☐ Other *(Explain the reasons you want the default/order set aside):*
- 1. There is no bigger harm to the courts than wasting the courts time and resources by misstating facts especially during a pandemic.
  - 2. The court is not privy to the extent of the continuing violations by Susan including wrongful interference by her father, Robin Hayden and this order should be set aside until I am able to present my case in full to the courts through trial.

3. **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.*)
- a. Trying to defend myself against Plaintiffs material false statements made me lose focus on work and caused me to lose employment. I ask for relief from Susan in the amount of \$13,284 salary lost from 9/15/2020- Present
  - b. That Susan be held in contempt for material false statements to the court.
  - c. That I am allowed a trial to fully present my case to the court .

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 October 19, 2020.

Submitted By: (*your signature*) /s/ Robert Reynolds

(*print your name*) Robert Reynolds

#### **DECLARATION IN SUPPORT OF MOTION TO SET ASIDE**

I declare, under penalty of perjury:

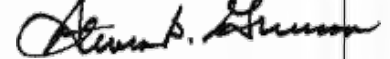
- a. I have read the foregoing motion, and the factual averments it contains are true and correct to the best of my knowledge, except as to those matters based on information and belief, and as to those matters, I believe them to be true. Those factual averments contained in the referenced filing are incorporated here as if set forth in full.
- b. Any Exhibit(s) in support of this Motion 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 October 19, 2020.

Submitted By: (*your signature*) /s/ Robert Reynolds

(*print your name*) Robert Reynolds



1 **RPLY**  
2 **SUZANNE CARVER, ESQ.**  
3 Nevada Bar #14689  
4 **JOHN BUCHMILLER & ASSOCIATES**  
5 516 South Fourth Street  
6 Las Vegas, Nevada 89101  
7 Telephone: (702) 703-5497  
8 Facsimile: (702) 583-7373  
9 scarver@buchmillerlaw.com  
10 *Attorneys for Plaintiff Susan Victoria Hayden*

11  
12 **EIGHTH JUDICIAL DISTRICT COURT**  
13 **FAMILY DIVISION**  
14 **CLARK COUNTY, NEVADA**

15 SUSAN VICTORIA HAYDEN,

16 Plaintiff,

17 vs.

18 ROBERT WILLIAM REYNOLDS,

19 Defendant.

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

20 **REPLY IN SUPPORT OF MOTION FOR**  
21 **CLARIFICATION OF DIVORCE**  
22 **DECREE EXHIBITS A AND B**

Hearing Date: November 17, 2020  
Hearing Time: 11:00 a.m.

ORAL ARGUMENT REQUESTED: YES

23 COMES NOW the Plaintiff, SUSAN VICTORIA HAYDEN, by and through her attorney  
24 of record, SUZANNE CARVER, ESQ., of the law firm of JOHN BUCHMILLER &  
25 ASSOCIATES, LLC, and hereby files this Reply in Support of Motion for Clarification of Divorce  
26 Decree Exhibits A and B ("Reply") against the Defendant, ROBERT WILLIAM REYNOLDS.

27 This Reply is made and based upon the pleadings on file herein, any exhibits and the  
28 affidavit attached hereto, and any oral argument of counsel the Court may entertain at the time of  
hearing.

**DATED** this 13th day of November, 2020.

/s/ Suzanne Carver

SUZANNE CARVER, ESQ.  
Nevada Bar #14689  
JOHN BUCHMILLER & ASSOCIATES, LLC  
516 South Fourth Street  
Las Vegas, Nevada 89101  
Phone: (702) 703-5497  
Fax: (702) 583-7373  
scarver@buchmillerlaw.com  
*Attorney for Plaintiff Susan Victoria Hayden*

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 **I. INTRODUCTION**

3 The parties were divorced, and filed a Stipulated Decree of Divorce ("Stipulated  
4 Decree"), entered on or about July 30, 2012. Pursuant to the terms of Stipulated Decree, the  
5 Plaintiff, SUSAN VICTORIA HAYDEN ("Plaintiff") was to receive One Million Dollars  
6 (\$1,000,000.00) from the Plaintiff ROBERT WILLIAM REYNOLDS ("Defendant") amortized  
7 and payable over eight (8) years, which was due and payable on the first of every month, and was  
8 subject to 3.5% interest per annum for the initial period of five (5) years, and from years six (6)  
9 through (8), the monthly payments were subject to 4.5% interest. *See* Stipulated Decree of  
10 Divorce, page 3, lines 3-12.

11 **A. 1st Violated Order: Stipulated Decree of Divorce- Ordered July 30, 2012**

12 The Defendant failed to make the first monthly payment due on July 1, 2012. Thereafter,  
13 although the Defendant made payments of principal, he failed to make interest payments, which  
14 continued to accumulate. Defendant thereafter ceased making any payments after his last  
15 payment on August 1, 2015. *See* Plaintiff's Affidavit in Support of Schedule of Arrears, attached  
16 hereto as Exhibit 1.

17 Pursuant to NRS 22.010(3), Defendant failure to comply with the Stipulated Decree  
18 should be considered his refusal to obey the Court's lawful Order. Pursuant to NRS 22.100,  
19 Plaintiff requests that the Court fine Defendant \$500.00 for each act of contempt against the  
20 Stipulated Decree. Plaintiff reports that Defendant has not made a payment since August 1, 2015.  
21 Therefore, Defendant has refused to obey the terms of Stipulated Decree and the Order since  
22 August 1, 2015. Because the terms of the Stipulated Decree requires the Defendant to make  
23 monthly payments, and Defendant has failed to make any payment after the month of August  
24 2015, each month following August 2015 represents one (1) violation of the Court's Order, and  
25 one (1) count of contempt, totaling sixty two (62) counts of contempt from September 2015 to  
26 October 2020, for Defendant's violations of the Stipulated Decree. Therefore, the Court should  
27 award \$500.00 for each of Defendant's sixty two (62) acts of contempt against this Court, and  
28



1 reduce to judgment and the award totaling \$31,000.00 (\$500.00 x 62 - \$31,000.00) against  
2 Defendant for violating the Stipulated Decree.

3 **B. 2nd Violated Order: Order from the May 12, 2016 Hearing**

4 Thereafter, at the hearing for Plaintiff's Motion for an Order to Enforce and/or Show  
5 Cause Regarding Contempt and Defendant's Opposition and Countermotion on May 12, 2016,  
6 the Court found the following:

7 "that Defendant was ordered to pay Plaintiff specified funds on a monthly basis  
8 from May 2015 to May 2016...Defendant either failed to make said payments or  
9 did not make the payments in full...that Defendant has an obligation to continue  
10 making the Court ordered payments to Plaintiff going forward...Defendant is  
11 advised to comply with the terms of the stipulated agreement.

12 *See* Order from the May 12, 2016, p.1, lines 23-24, p.2, lines 1-4, and 7-8.

13 In the Stipulated Decree, Defendant was ordered to pay specified funds on a monthly basis  
14 from May 2015 to May 2016, \$10,540.67 for each month and Defendant failed to timely make  
15 such payments, or did not make those payments in full. The Court reduced to judgment and  
16 awarded to Plaintiff the total amount, \$117,734.53 against Defendant. *See* Judgment Order for the  
17 May 12, 2016 Hearing (February 15, 2017) page 2, lines 12-18. Defendant has not paid Plaintiff  
18 the \$117,734.53.

19 Pursuant to NRS 22.010(3), Defendant failure to comply with the Order from the May 12,  
20 2016 Hearing should be considered his refusal to obey the Court's lawful Order. Pursuant to  
21 NRS 22.100, Plaintiff requests that the Court fine Defendant \$500.00 for each act of contempt  
22 against the Order from the May 12, 2016 Hearing. Plaintiff reports that Defendant has not paid the  
23 \$117,734.53 awarded to Plaintiff. Therefore, Defendant has refused to obey the terms of Order  
24 from the May 12, 2016 Hearing. Therefore, the Court should award an additional \$500.00 to the  
25 Plaintiff for Defendant's continuing act of contempt against this Court, for failure to follow the  
26 Court's lawful Order.

27 **II. LEGAL ANALYSIS**

28 The refusal to obey a lawful order issued by the Court is an act of contempt.  
NRS 22.010(3). A person found guilty of contempt may be fined up to \$500 for each act of

1 contempt, may be imprisoned for up to 25 days, or both. A person found guilty of contempt may  
2 also be required to pay the reasonable expenses, including attorney's fees, of the person seeking  
3 to enforce the order. NRS 22.100. As discussed above, Defendant should be charged with 62 acts  
4 of contempt for each month that he failed to comply with the terms of the Stipulated Decree.  
5 Therefore, the Court should award Plaintiff \$31,000.00 (\$500.00 x 62 = \$31,000.00) against  
6 Defendant's 62 acts of contempt for violating the Stipulated Decree.

7 Further, the Court should award Plaintiff an additional \$500.00 against Defendant for his  
8 failure to pay Plaintiff \$117,734.53, in violation of the Court's Order from the May 12, 2016  
9 Hearing.

10 The facts of contempt must be presented to the Court in an affidavit. NRS 22.030(2)  
11 Plaintiff files the Affidavit in Support of Schedule of Arrears, attached hereto.

### 12 III. CONCLUSION

13 Based on the foregoing reasons, the Court should award Plaintiff \$31,000.00 against  
14 Defendant for his 63 counts of contempt. The Court should further Order Defendant to pay  
15 Plaintiff \$117,734.53 pursuant to the Order from the May 12, 2016 Hearing.

16 DATED this 13th day of November, 2020.

17 Respectfully submitted by:  
18 JOHN BUCHMILLER & ASSOCIATES, LLC

19 /s/ Suzanne Carver  
20 SUZANNE CARVER, ESQ.  
21 Nevada Bar #14689  
22 516 South Fourth Street  
23 Las Vegas, Nevada 89101  
24 Telephone: (702) 703-5497  
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27 Attorneys for Plaintiff Susan Victoria Hayden  
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**CERTIFICATE OF ELECTRONIC SERVICE**

A copy of the foregoing **REPLY IN SUPPORT OF MOTION FOR CLARIFICATION OF DIVORCE DECREE EXHIBITS A AND B** in the above-captioned matter was filed and served today via the Court's e-filing service to Defendant ROBERT WILLIAM REYNOLDS at the following email address:

Robert William Reynolds  
robertwreynolds1@gmail.com

DATED this 13th day of November, 2020.

/s/ Suzanne Carver  
An Employee of John Buchmiller & Associates, LLC



**AFF**

**SUZANNE CARVER, ESQ.**

Nevada Bar #14689

JOHN BUCHMILLER & ASSOCIATES, LLC

516 South Fourth Street

Las Vegas, Nevada 89101

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*Attorneys for Plaintiff Susan Victoria Hayden*

EIGHTH JUDICIAL DISTRICT COURT  
FAMILY DIVISION  
COUNTY OF CLARK, STATE OF NEVADA

SUSAN VICTORIA HAYDEN,

Plaintiff,

vs.

ROBERT WILLIAM REYNOLDS,

Defendant.

Case No.: D-11-448466-D

Dept. No.: H

**AFFIDAVIT IN SUPPORT OF  
SCHEDULE OF ARREARS**

STATE OF IDAHO

COUNTY OF \_\_\_\_\_

}  
} ss.  
}

I, SUSAN VICTORIA HAYDEN, being first duly sworn, deposes, and states the following:

1. That I am the Plaintiff in the above-entitled matter;
2. That I am owed and entitled to receive certain periodic monthly payments from Plaintiff ROBERT REYNOLDS ("Defendant") pursuant to the amortized schedule to the Stipulated Decree of Divorce entered on or about July 30, 2012.
3. That Defendant failed to make all of those payments when due as set forth herein, and the following schedule is a true and accurate statement of all payment due dates and of any payments received by me during those months noted, attached hereto as Exhibit 1.

DATED, 11/13/2020

  
SUSAN VICTORIA HAYDEN, Plaintiff

Affidavit in Support of Schedule of Arrears, Case No. D-11-448466-D

Page 1 of 1



# **EXHIBIT 1**

Hayden, Susan  
Schedule of Arrears (11/13/2020)

Date Due	Principal Due	Interest Rate	Interest Due	Total Due This Period	Date Received	Amount received	Arrears this Period	Total Arrears
7/1/2012	\$9,546.92	3.50%	\$1,822.92	\$11,369.84		\$0.00	\$11,369.84	\$11,369.84
8/1/2012	\$9,574.77	3.50%	\$1,795.07	\$11,369.84	08/07/12	\$9,574.77	\$1,795.07	\$13,164.91
9/1/2012	\$9,602.70	3.50%	\$1,767.15	\$11,369.85	09/04/12	\$9,602.70	\$1,767.15	\$14,932.06
10/1/2012	\$9,630.70	3.50%	\$1,739.14	\$11,369.84	10/04/12	\$9,630.70	\$1,739.14	\$16,671.20
11/1/2012	\$9,658.79	3.50%	\$1,711.05	\$11,369.84	11/05/12	\$9,630.70	\$1,739.14	\$18,410.34
					11/29/12	\$9,686.96	\$0.00	\$8,723.38
12/1/2012	\$9,686.96	3.50%	\$1,682.88	\$11,369.84	12/31/12	\$9,715.22	\$1,654.62	\$10,378.00
1/1/2013	\$9,715.22	3.50%	\$1,654.62	\$11,369.84	01/01/13	\$0.00	\$11,369.84	\$21,747.84
2/1/2013	\$9,743.55	3.50%	\$1,626.29	\$11,369.84	02/05/13	\$9,743.55	\$1,626.29	\$23,374.13
3/1/2013	\$9,771.97	3.50%	\$1,597.87	\$11,369.84	03/07/13	\$9,771.97	\$1,597.87	\$24,972.00
4/1/2013	\$9,800.47	3.50%	\$1,569.37	\$11,369.84	04/03/13	\$9,800.00	\$1,569.84	\$26,541.84
5/1/2013	\$9,829.06	3.50%	\$1,540.78	\$11,369.84	05/07/13	\$9,829.06	\$1,540.78	\$28,082.62
6/1/2013	\$9,857.73	3.50%	\$1,512.11	\$11,369.84	06/11/13	\$9,850.00	\$1,519.84	\$29,602.46
7/1/2013	\$9,886.48	3.50%	\$1,483.36	\$11,369.84	07/01/13	\$9,875.00	\$1,494.84	\$31,097.30
8/1/2013	\$9,915.31	3.50%	\$1,454.53	\$11,369.84	08/02/13	\$18,000.00	-\$6,630.16	\$24,467.14
9/1/2013	\$9,944.23	3.50%	\$1,425.61	\$11,369.84	09/03/13	\$9,450.56	\$1,919.28	\$26,386.42
10/1/2013	\$9,973.24	3.50%	\$1,396.60	\$11,369.84	10/02/13	\$9,973.24	\$1,396.60	\$27,783.02
11/1/2013	\$10,002.33	3.50%	\$1,367.51	\$11,369.84	11/01/13	\$10,002.33	\$1,367.51	\$29,150.53
12/1/2013	\$10,031.50	3.50%	\$1,338.34	\$11,369.84	12/02/13	\$10,031.50	\$1,338.34	\$30,488.87
1/1/2014	\$10,060.76	3.50%	\$1,309.08	\$11,369.84	01/02/14	\$10,060.76	\$1,309.08	\$31,797.95
2/1/2014	\$10,090.10	3.50%	\$1,279.74	\$11,369.84	02/04/14	\$10,090.10	\$1,279.74	\$33,077.69
3/1/2014	\$10,119.53	3.50%	\$1,250.31	\$11,369.84	03/03/14	\$10,119.53	\$1,250.31	\$34,328.00
4/1/2014	\$10,149.05	3.50%	\$1,220.79	\$11,369.84	04/02/14	\$10,149.05	\$1,220.79	\$35,548.79
5/1/2014	\$10,178.65	3.50%	\$1,191.19	\$11,369.84	05/06/14	\$10,178.65	\$1,191.19	\$36,739.98
6/1/2014	\$10,208.34	3.50%	\$1,161.50	\$11,369.84	06/01/14	\$0.00	\$11,369.84	\$48,109.82
7/1/2014	\$10,238.11	3.50%	\$1,131.73	\$11,369.84	07/08/14	\$10,500.00	\$869.84	\$48,979.66
8/1/2014	\$10,267.97	3.50%	\$1,101.87	\$11,369.84	08/01/14	\$1,101.87	\$10,267.97	\$59,247.63
9/1/2014	\$10,297.92	3.50%	\$1,071.92	\$11,369.84	09/01/14	\$0.00	\$11,369.84	\$70,617.47
10/1/2014	\$10,327.96	3.50%	\$1,041.88	\$11,369.84	10/01/14	\$10,000.00	\$8,630.16	\$69,247.63
	\$0.00			\$0.00	10/02/14	\$10,000.00		
11/1/2014	\$10,358.08	3.50%	\$1,011.76	\$11,369.84	11/01/14	\$0.00	\$11,369.84	\$80,617.47
12/1/2014	\$10,388.29	3.50%	\$981.55	\$11,369.84	12/01/14	\$0.00	\$11,369.84	\$91,987.31



Hayden, Susan  
Schedule of Arrears (11/13/2020)

Date Due	Principal Due	Interest Rate	Interest Due	Total Due This Period	Date Received	Amount received	Arrears this Period	Total Arrears
1/1/2015	\$10,418.59	3.50%	\$951.25	\$11,369.84	01/07/15	\$41,613.94	-\$30,244.10	\$61,743.21
2/1/2015	\$10,448.98	3.50%	\$920.86	\$11,369.84	02/01/15	\$0.00	\$11,369.84	\$73,113.05
3/1/2015	\$10,479.45	3.50%	\$1,767.15	\$12,246.60	03/05/15	\$10,624.82	\$1,621.78	\$74,734.83
4/1/2015	\$10,510.02	3.50%	\$1,767.15	\$12,277.17	04/03/15	\$10,345.21	\$1,931.96	\$76,666.79
5/1/2015	\$10,540.67	3.50%	\$829.17	\$11,369.84	05/12/15	\$5,250.00	\$6,119.84	\$82,786.63
6/1/2015	\$10,571.42	3.50%	\$798.42	\$11,369.84	06/02/15	\$5,250.00	\$6,119.84	\$88,906.47
7/1/2015	\$10,602.25	3.50%	\$767.59	\$11,369.84	07/03/15	\$5,250.00	\$6,119.84	\$95,026.31
8/1/2015	\$10,633.17	3.50%	\$736.67	\$11,369.84	08/03/15	\$5,250.00	\$6,119.84	\$101,146.15
9/1/2015	\$10,664.19	3.50%	\$705.65	\$11,369.84	9/1/2015	\$0.00	\$11,369.84	\$112,515.99
10/1/2015	\$10,695.29	3.50%	\$674.55	\$11,369.84	10/1/2015	\$0.00	\$11,369.84	\$123,885.83
11/1/2015	\$10,726.48	3.50%	\$643.36	\$11,369.84	11/1/2015	\$0.00	\$11,369.84	\$135,255.67
12/1/2015	\$10,757.77	3.50%	\$612.07	\$11,369.84	12/1/2015	\$0.00	\$11,369.84	\$146,625.51
1/1/2016	\$10,789.15	3.50%	\$580.69	\$11,369.84	1/1/2016	\$0.00	\$11,369.84	\$157,995.35
2/1/2016	\$10,820.62	3.50%	\$549.23	\$11,369.85	2/1/2016	\$0.00	\$11,369.85	\$169,365.20
3/1/2016	\$10,852.18	3.50%	\$517.67	\$11,369.85	3/1/2016	\$0.00	\$11,369.85	\$180,735.05
4/1/2016	\$10,883.83	3.50%	\$486.01	\$11,369.84	4/1/2016	\$0.00	\$11,369.84	\$192,104.89
5/1/2016	\$10,915.57	3.50%	\$454.27	\$11,369.84	5/1/2016	\$0.00	\$11,369.84	\$203,474.73
6/1/2016	\$10,947.41	3.50%	\$422.43	\$11,369.84	6/1/2016	\$0.00	\$11,369.84	\$214,844.57
7/1/2016	\$10,979.34	3.50%	\$390.50	\$11,369.84	7/1/2016	\$0.00	\$11,369.84	\$226,214.41
8/1/2016	\$11,011.36	3.50%	\$358.48	\$11,369.84	8/1/2016	\$0.00	\$11,369.84	\$237,584.25
9/1/2016	\$11,043.48	3.50%	\$326.36	\$11,369.84	9/1/2016	\$0.00	\$11,369.84	\$248,954.09
10/1/2016	\$11,075.69	3.50%	\$294.15	\$11,369.84	10/1/2016	\$0.00	\$11,369.84	\$260,323.93
11/1/2016	\$11,107.99	3.50%	\$261.85	\$11,369.84	11/1/2016	\$0.00	\$11,369.84	\$271,693.77
12/1/2016	\$11,140.39	3.50%	\$229.45	\$11,369.84	12/1/2016	\$0.00	\$11,369.84	\$283,063.61
1/1/2017	\$11,172.88	3.50%	\$196.96	\$11,369.84	1/1/2017	\$0.00	\$11,369.84	\$294,433.45
2/1/2017	\$11,205.47	3.50%	\$164.37	\$11,369.84	2/1/2017	\$0.00	\$11,369.84	\$305,803.29
3/1/2017	\$11,238.15	3.50%	\$131.69	\$11,369.84	3/1/2017	\$0.00	\$11,369.84	\$317,173.13
4/1/2017	\$11,270.93	3.50%	\$98.91	\$11,369.84	4/1/2017	\$0.00	\$11,369.84	\$328,542.97
5/1/2017	\$11,303.81	3.50%	\$66.04	\$11,369.85	5/1/2017	\$0.00	\$11,369.85	\$339,912.82
6/1/2017	\$10,947.41	3.50%	\$33.07	\$10,980.48	6/1/2017	\$0.00	\$10,980.48	\$350,893.30



Hayden, Susan  
Schedule of Arrears (11/13/2020)

Date Due	Principal Due	Interest Rate	Interest Due	Total Due This Period	Date Received	Amount received	Arrears this Period	Total Arrears
7/1/2017	\$9,748.85	4.50%	\$1,406.25	\$11,155.10	7/1/2017	\$0.00	\$11,155.10	\$362,048.40
8/1/2017	\$9,785.40	4.50%	\$1,369.69	\$11,155.09	8/1/2017	\$0.00	\$11,155.09	\$373,203.49
9/1/2017	\$9,822.10	4.50%	\$1,333.00	\$11,155.10	9/1/2017	\$0.00	\$11,155.10	\$384,358.59
10/1/2017	\$9,858.93	4.50%	\$1,296.16	\$11,155.09	10/1/2017	\$0.00	\$11,155.09	\$395,513.68
11/1/2017	\$9,895.90	4.50%	\$1,259.19	\$11,155.09	11/1/2017	\$0.00	\$11,155.09	\$406,668.77
12/1/2017	\$9,933.01	4.50%	\$1,222.08	\$11,155.09	12/1/2017	\$0.00	\$11,155.09	\$417,823.86
2/1/2018	\$10,007.65	4.50%	\$1,147.45	\$11,155.10	2/1/2018	\$0.00	\$11,155.10	\$428,978.96
3/1/2018	\$10,045.18	4.50%	\$1,109.92	\$11,155.10	3/1/2018	\$0.00	\$11,155.10	\$440,134.06
4/1/2018	\$10,082.85	4.50%	\$1,072.25	\$11,155.10	4/1/2018	\$0.00	\$11,155.10	\$451,289.16
5/1/2018	\$10,120.66	4.50%	\$1,034.44	\$11,155.10	5/1/2018	\$0.00	\$11,155.10	\$462,444.26
6/1/2018	\$10,158.61	4.50%	\$996.48	\$11,155.09	6/1/2018	\$0.00	\$11,155.09	\$473,599.35
7/1/2018	\$10,196.71	4.50%	\$958.39	\$11,155.10	7/1/2018	\$0.00	\$11,155.10	\$484,754.45
8/1/2018	\$10,234.94	4.50%	\$920.15	\$11,155.09	8/1/2018	\$0.00	\$11,155.09	\$495,909.54
9/1/2018	\$10,273.33	4.50%	\$881.77	\$11,155.10	9/1/2018	\$0.00	\$11,155.10	\$507,064.64
10/1/2018	\$10,311.35	4.50%	\$843.25	\$11,154.60	10/1/2018	\$0.00	\$11,154.60	\$518,219.24
11/1/2018	\$10,350.52	4.50%	\$804.58	\$11,155.10	11/1/2018	\$0.00	\$11,155.10	\$529,374.34
12/1/2018	\$10,389.33	4.50%	\$765.76	\$11,155.09	12/1/2018	\$0.00	\$11,155.09	\$540,529.43
1/1/2019	\$10,428.29	4.50%	\$726.80	\$11,155.09	1/1/2019	\$0.00	\$11,155.09	\$551,684.52
2/1/2019	\$10,467.40	4.50%	\$687.70	\$11,155.10	2/1/2019	\$0.00	\$11,155.10	\$562,839.62
3/1/2019	\$10,506.65	4.50%	\$648.44	\$11,155.09	3/1/2019	\$0.00	\$11,155.09	\$573,994.71
4/1/2019	\$10,546.05	4.50%	\$609.04	\$11,155.09	4/1/2019	\$0.00	\$11,155.09	\$585,149.80
5/1/2019	\$10,585.60	4.50%	\$569.50	\$11,155.10	5/1/2019	\$0.00	\$11,155.10	\$596,304.90
6/1/2019	\$10,625.30	4.50%	\$529.80	\$11,155.10	6/1/2019	\$0.00	\$11,155.10	\$607,460.00
7/1/2019	\$10,665.14	4.50%	\$489.95	\$11,155.09	7/1/2019	\$0.00	\$11,155.09	\$618,615.09
8/1/2019	\$10,705.14	4.50%	\$449.96	\$11,155.10	8/1/2019	\$0.00	\$11,155.10	\$629,770.19
9/1/2019	\$10,745.28	4.50%	\$409.82	\$11,155.10	9/1/2019	\$0.00	\$11,155.10	\$640,925.29
10/1/2019	\$10,785.58	4.50%	\$369.52	\$11,155.10	10/1/2019	\$0.00	\$11,155.10	\$652,080.39
11/1/2019	\$10,826.02	4.50%	\$329.08	\$11,155.10	11/1/2019	\$0.00	\$11,155.10	\$663,235.49
12/1/2019	\$10,866.62	4.50%	\$288.48	\$11,155.10	12/1/2019	\$0.00	\$11,155.10	\$674,390.59



Hayden, Susan  
Schedule of Arrears (11/13/2020)

Date Due	Principal Due	Interest Rate	Interest Due	Total Due This Period	Date Received	Amount received	Arrears this Period	Total Arrears
1/1/2020	\$10,907.37	4.50%	\$247.73	\$11,155.10	1/1/2020	\$0.00	\$11,155.10	\$685,545.69
2/1/2020	\$10,948.27	4.50%	\$206.83	\$11,155.10	2/1/2020	\$0.00	\$11,155.10	\$696,700.79
3/1/2020	\$10,989.33	4.50%	\$165.77	\$11,155.10	3/1/2020	\$0.00	\$11,155.10	\$707,855.89
4/1/2020	\$11,030.54	4.50%	\$124.56	\$11,155.10	4/1/2020	\$0.00	\$11,155.10	\$719,010.99
5/1/2020	\$11,071.90	4.50%	\$83.19	\$11,155.09	5/1/2020	\$0.00	\$11,155.09	\$730,166.08
6/1/2020	\$11,113.42	4.50%	\$41.68	\$11,155.10	6/1/2020	\$0.00	\$11,155.10	\$741,321.18
							<b>Total Arrears</b>	<b>\$741,321.18</b>

FILED

JAN 14 2022

*Thomas A. Spence*  
CLERK OF COURT

COPY

TRANS

EIGHTH JUDICIAL DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

SUSAN VICTORIA REYNOLDS, )  
)  
Plaintiff, )  
)  
vs. )  
)  
ROBERT WILLIAM REYNOLDS, )  
)  
Defendant. )

CASE NO. D-11-448466-D  
DEPT. H  
APPEAL NO. 83473

BEFORE THE HONORABLE T. ARTHUR RITCHIE, JR.  
DISTRICT COURT JUDGE

TRANSCRIPT RE: ALL PENDING MOTIONS

TUESDAY, NOVEMBER 17, 2020

APPEARANCES:

The Plaintiff:	SUSAN VICTORIA HAYDEN (Tel.)
For the Plaintiff:	SUZANNE E. CARVER (Tel.)
	2450 Saint Rose Pkwy., Suite 120
	Henderson, Nevada 89074
	(702) 451-2055
The Defendant:	ROBERT WILLIAM REYNOLDS (Tel.)
For the Defendant:	PRO SE

1 LAS VEGAS, NEVADA

TUESDAY, NOVEMBER 17, 2020

2 PROCEEDINGS

3 (THE PROCEEDINGS BEGAN AT 11:02:53)

4  
5 THE COURT: This is post judgment proceedings,  
6 D-2011-448466. We are on the record on the case. These are  
7 post judgment matters. The matter was just heard on September  
8 21st, 2020. Ms. Carver, you're representing Ms. Hayden now?

9 MS. CARVER: Yes, I am, Your Honor. Good morning,  
10 Your Honor.

11 THE COURT: State your appearance, please.

12 MS. CARVER: Suzanne Carver, bar number 14689,  
13 representing Susan Hayden, Defendant (sic) in this matter.

14 THE COURT: Okay. Mr. Reynolds, just state your  
15 appearance.

16 THE DEFENDANT: This is Robert Reynolds.

17 THE COURT: Okay. You're representing yourself  
18 today?

19 THE DEFENDANT: I'm representing myself today.

20 THE COURT: All right. Well, we got -- we just  
21 heard the matter on September 21st. At that time, the Court  
22 issued a judgment in favor of the Plaintiff against the  
23 Defendant. The -- and we got a motion filed October 19th by  
24 Mr. Reynolds to set it aside. There also was a notice of

1 hearing filed October 2nd and a motion for judgment on October  
2 1st, 2020 filed by Ms. Hayden in proper person. So I'm -- I'm  
3 trying to organize how we're dealing with this. Ms. Carver,  
4 you read all the papers that have been filed in this case I  
5 hope, have you?

6 MS. CARVER: Yes, I have, Your Honor.

7 THE COURT: All right. We have a decree that was  
8 entered eight years ago. It had a financial obligation or a  
9 payment. This matter was litigated in May of 2016 and a  
10 judgment was entered filed on February 13, 2017. Your  
11 client's filings are problematic in that she's asking to  
12 adjudicate without regard to the fact that we already have  
13 prior adjudications of many of these issues. And her request  
14 for relief in the -- in the current instance is -- has to take  
15 that into account. This is a res judi -- this is a final  
16 order concerning anything prior to May of 2016. And at that  
17 time, there was a significant judgment that was entered.

18 Now, the hearing that occurred on the 21st of  
19 September, both parties appeared by phone and we issued a  
20 judgment in the amount of a hundred and thirty-three thousand  
21 eight sixty -- eight eighty-six. And Mr. Reynolds, you're  
22 seeking that order to be set aside?

23 THE DEFENDANT: Yes, sir.

24 THE COURT: What -- now your -- what is the reason



1 why you want that order set aside?

2 THE DEFENDANT: I -- mostly because I did not have  
3 the proper time to, you know, defend myself and make my case  
4 and also due to the fact that I was being essentially extorted  
5 into defending myself properly in court and bringing, you  
6 know, all of the evidence regarding the Plaintiff's actions  
7 regarding the Obama speech divorce asset.

8 THE COURT: Yeah, but I -- I dispensed with that the  
9 last time. You filed an opposition on the 17th prior to the  
10 hearing and there was service of the request made in August.  
11 So I'm -- I -- do you -- is it your position that you don't  
12 owe her money from the judgment, the divorce judgment?

13 THE DEFENDANT: Well, Honor -- Your Honor, I'm --  
14 I'm trying not to, you know, violate the judgment and respect  
15 the Court by also trying to make my case that I -- I believe  
16 that I do not owe the Plaintiff any more money, you know, due  
17 to -- I mean, I -- and I have ample evidence. I just -- I  
18 have not had -- had the opportunity to really, you know,  
19 accurately present that in the past. And -- and I apologize.  
20 And -- and in our last hearing, you had -- you -- you had  
21 stated that the -- a -- a -- that the speech was not a divorce  
22 asset. And I -- and so I -- you know, I --

23 THE COURT: No. No. No. What the Court -- what  
24 the Court said was there's no evidence that that agreement was

1 some post divorce agreement between the two of you in lieu of  
2 payment. That's what the Court found.

3 THE DEFENDANT: Well, but -- but in -- in -- I -- I  
4 understand that I didn't have -- there wasn't a lot of time  
5 for the Court to review the transcripts that I submitted, but  
6 the -- the call recordings that I submitted clearly show that  
7 -- that -- that we had an agreement in place to remove the  
8 divorce decree asset in exchange for me signing over the  
9 signing of this divorce asset to her which --

10 THE COURT: Okay.

11 THE DEFENDANT: -- at the time, it was being valued  
12 at a million dollars. So --

13 THE COURT: Yeah, but it -- it wasn't -- it didn't  
14 -- okay, that's fine. I mean, I -- that -- what you're  
15 basically saying is that the Court denied that defense without  
16 an evidence proceeding, right?

17 THE DEFENDANT: Absolutely.

18 THE COURT: Okay.

19 THE DEFENDANT: Thank you.

20 THE COURT: All right. So Ms. -- Ms. Carver, Ms.  
21 Hayden is saying look, I want all of my claims to be  
22 considered from the time of the decree and I -- and I want  
23 judgments for portions of the amortization schedule that  
24 include things like interest and -- you know, I -- she never

1 -- she never presented that argument to the Court. That the  
2 Court's review of this is that she can only raise claims after  
3 May 12, 2016. And we had a hearing on May 2nd, 2016. It was  
4 a judgment that would -- she was represented by herself.  
5 Defendant was represented by Counsel. There were findings and  
6 orders that were entered. And the Court ordered that the  
7 motion that she filed for judgment would be granted and she  
8 was awarded a judgment in the amount of -- what was it, a  
9 hundred and seventeen thousand seven thirty-four fifty-three.  
10 And that judgment was adjudicated at that time with accrued  
11 interest at the legal rate and be collected by lawful means.  
12 She could enforce that however she saw fit.

13           So when I look at the stipulated decree and I looked  
14 at the amortization schedule that was attached as Exhibit B,  
15 there were payments that were due after May of 2016, right?

16           MS. CARVER: Yes, Your Honor.

17           THE COURT: Right. So -- so she's barred from  
18 trying to relitigate stuff prior to this order. This is a  
19 final order. So her --

20           MS. CARVER: Thank you, Your Honor.

21           THE COURT: -- claims -- her claims are limited in  
22 scope to matters that arose after that.

23           MS. CARVER: Yes. Your Honor, she wanted  
24 clarification of what was remaining and I just wanted to show

1 the entire payment history from July of 2012. The payments  
2 that she's requesting is pursuant to A -- Exhibits A and B of  
3 the original stipulated decree of divorce entered  
4 (Indiscernible) 2012. Your Honor did make a ruling and  
5 granted judgment for payments made up through the amount  
6 pursuant to the May 2 -- 2016. We wanted to clarify for the  
7 record that she's requesting payments from -- Mr. Reynolds has  
8 not made payments since September of 2015. I was merely  
9 placing the entire record of payment on -- on record of all  
10 his payments that were made throughout the history of this  
11 order. We're not attempting to relitigate it. I just wanted  
12 to clarify what payments were made and the dates of payments.

13 THE COURT: Okay. We've got legal issues arising  
14 out of judgments, like the divorce judgment, and we got  
15 equitable issues that are primarily related to defenses. I  
16 suppose we have legal defenses too. Accorded satisfaction  
17 allegations of post divorce contracts. The -- the Court's  
18 points in dealing with the issues that are before the Court is  
19 that the litigation that was brought that led up to the  
20 judgment from the May 2nd, 2016 hearing resolves issues of  
21 payment and claims of nonpayment prior to that date. The  
22 Court in hearing the matter on September 21st essentially  
23 granted Ms. Reynolds' request for judgment since that order.  
24 Both parties, Ms. Reynolds through her motion and Mr. Reynolds

1 through his motion, have asked the Court to set aside that  
2 order. She's made the request to set aside that order and  
3 make specific findings of a judgment in principal amount and  
4 in interest. He has asked the Court to consider legal and  
5 equitable defenses such as enforceable contracts between the  
6 parties and equitable defenses like estoppel, waiver, laches.  
7 And so the Court is finding itself being asked to resolve  
8 these legal claims and equitable claims with contested facts  
9 summarily, which is not the way it's supposed to happen. If  
10 the Court is going to be resolving contested material facts,  
11 there should be an evidentiary basis for that order.

12           The Court is going to -- and -- and also she files  
13 this motion -- I know you didn't file it, Ms. Carver, but this  
14 is not a request for clarification of divorce decree. Okay.  
15 That's nonsense. This is a request for a judgment on rights  
16 arising out of the decree. The order that was entered -- let  
17 me see. Huh. I guess -- I guess -- Ms. Carver, I just want  
18 to confirm this. I can't find it. But the -- but the -- no  
19 written order has been filed from the September 21st hearing,  
20 has there?

21           MS. CARVER: No. Your Honor, you're correct in  
22 that; at that -- at the time of the September 21st hearing  
23 Susan Hayden was not representing. She was in pro per.

24           THE COURT: No, I know that, but I mean, I -- there

1 was hearing. She was directed to prepare an order. She  
2 didn't prepare it.

3 MS. CARVER: That's correct, Your Honor.

4 THE COURT: So but he filed a motion to set aside  
5 the order. So I'm just -- if I'm going to grant that motion  
6 too, I need to know whether or not I'm -- I'm setting aside a  
7 filed order or just setting aside a -- a statement in the  
8 journal entry.

9 MS. CARVER: There's only a statement in your  
10 journal entry --

11 THE COURT: Right.

12 MS. CARVER: -- Your Honor --

13 THE COURT: All right.

14 MS. CARVER: -- there's no (indiscernible).

15 THE COURT: So what we're going to -- what we're  
16 going to do for today is she's asked for a judgment. She's  
17 asked for a judgment materially different than what she asked  
18 for in her filings. She filed a motion to enforce and for  
19 show cause and for judgment back in May. She filed a motion  
20 for judgment in Oct -- October 1st. The Court is going to  
21 resolve her request for a judgment arising out of the decree  
22 for claims that, I guess, are due from the May 2nd -- after  
23 the May 2nd, 2016 order. I'm going to set a time certain for  
24 that to be heard and decided. It will be an evidentiary

1 proceeding.

2           Mr. Reynolds' request to disregard the order in the  
3 journal entry or set aside the order, which is premature since  
4 I didn't enter it yet, is going to be granted. The journal  
5 entry from September 21st, in which we were going to award a  
6 judgment in favor of the Plaintiff against the Defendant in  
7 the amount of a hundred and thirty-three eight sixty-six, both  
8 parties don't want that order to be -- be adjudication of  
9 rights in this case. The Plaintiff says she's entitled to  
10 significantly more than that. Defendant says that she's not  
11 entitled to anything.

12           The Court is going to set this matter for an  
13 evidentiary proceeding. I'm going to give you about 90 days  
14 to do whatever discovery is necessary. I don't know that  
15 that's going to be required because it looks like they have  
16 already organized a lot of their claims and defenses. But  
17 they need to exchange it with Counsel. Mr. Reynolds, you  
18 might want to get Counsel for a proceeding like this.

19           THE DEFENDANT: Definitely.

20           THE COURT: Now, Mom has Counsel. It -- I -- but we  
21 -- it -- this is what I would say. If Ms. Hayden is going to  
22 be awarded a substantial judgment against Mr. Reynolds for  
23 obligations that arose after May 2016 from the decree, she  
24 needs to provide an evidentiary basis for it. And Mr.



1 Reynolds should be given an opportunity to raise his legal and  
2 equitable defenses so that we know exactly why that judgment  
3 is entered. And if Mr. Reynolds offers legal and equitable  
4 defenses, the Court should not accept those legal and  
5 equitable defenses unless Ms. Hayden has an opportunity to  
6 confront that evidence and to present evidence that is  
7 contrary to that.

8 So the Court is going to set this matter for a  
9 hearing. Today is the, what, the 17th --

10 MS. CARVER: November 17th, Your Honor.

11 THE COURT: Yeah. So two -- two to three months  
12 from that is the -- the week -- 15th of February. Do you  
13 think that you can be ready by then?

14 MS. CARVER: Yes, Your Honor.

15 THE COURT: Okay. So I'd like to do Thursday  
16 afternoon the 11th of -- at 1:30. This will be a -- basically  
17 a three hour evidentiary proceeding. The discovery cutoff  
18 would be the 22nd of January. That would be just over two  
19 months from now. Mr. Reynolds, I know you filed a bunch of  
20 stuff and you've offered stuff. It needs to be served on Ms.  
21 Carver. You've --

22 THE DEFENDANT: Absolutely.

23 THE COURT: Things that you want the Court to  
24 consider at the evidentiary proceeding need to be disclosed

1 and delivered.

2 THE DEFENDANT: Okay.

3 THE COURT: Ms. Carver already knows this. You're  
4 going to get an order that sets the matter for hearing and has  
5 the discovery cut off. The request to clarify is in the  
6 nature of a request to set aside the order that was laid out  
7 on the record on September 21st and the Defendant had filed a  
8 motion to set it aside. It's set aside. And Ms. Carver,  
9 you're directed to prepare an order that says that the Court  
10 finds adequate cause for an evidentiary proceeding on  
11 Plaintiff's claims and Defendant's claims and that the Court  
12 is disregarding or countermanding the judgment that was  
13 entered on -- at the September 21st hearing. That will be the  
14 subject of the evidentiary proceeding. The hearing on  
15 December 8th, 2020 is vacated. It's unnecessary.

16 MS. CARVER: Thank you.

17 THE COURT: And you'll have -- I know that it sounds  
18 like a long way away, but with the holidays it's going to be  
19 here before you know it. And we'll have a hearing that  
20 adjudicates claims since the last order. Okay? Any questions  
21 before I let you go?

22 MS. CARVER: Thank you.

23 THE DEFENDANT: No, sir. Thank you, Your Honor.

24 THE COURT: All right. Ms. Carver, any questions?

1 MS. CARVER: Yes, I just wanted to clarify what you  
2 just stated. You're -- the -- the order is going to say that  
3 there's adequate cause -- grounds -- cause for setting aside  
4 the September 21, 2020 order for a hundred and thirty-three  
5 eight eighty-six and that an evidentiary hearing is scheduled  
6 for February 11th at -- 2021 at 1:30 p.m.

7 THE COURT: Right.

8 MS. CARVER: Discovery cutoff is January 21, 2021.

9 THE COURT: Yes.

10 MS. CARVER: Is that correct, Your Honor?

11 THE COURT: Yes.

12 THE CLERK: 22.

13 THE COURT: 20 --

14 MS. CARVER: And then I will prepare the order after  
15 the hearing and forward it to Mr. Reynolds.

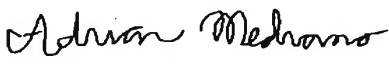
16 THE COURT: Now, you -- you can just submit it --  
17 you can submit it to the Clerk and we'll review it and make  
18 sure it's accurate. By the way, I think it's Friday the 22nd  
19 of January --

20 THE CLERK: Yes.

21 THE COURT: -- is the cutoff.

22 MS. CARVER: Oh, I'm sorry, Your Honor.

23 THE COURT: That's fine. I may have said the 21st.  
24 I just want it to be a little -- about three weeks before the

1 hearing. So thank you and stay safe and we'll decide this  
2 case at that hearing.  
3 THE DEFENDANT: All right. Thank you, sir. Happy  
4 Holidays.  
5 MS. CARVER: Thank you, Your Honor.  
6 (PROCEEDINGS CONCLUDED AT 11:20:57)  
7 \* \* \* \* \*  
8 ATTEST: I do hereby certify that I have truly and  
9 correctly transcribed the digital proceedings in the above-  
10 entitled case to the best of my ability.  
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14 \_\_\_\_\_  
15 Adrian N. Medrano  
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6 **DISTRICT COURT**  
7 **FAMILY DIVISION**  
8 **CLARK COUNTY, NEVADA**

9 \*\*\*\*\*

10  
11 SUSAN VICTORIA REYNOLDS,

12 Plaintiff,

13 vs.

14 ROBERT WILLIAM REYNOLDS,

15 Defendant.

CASE NO.: D-11-448466-D  
DEPARTMENT H  
RJC-Courtroom 3G

16  
17 **ORDER SETTING EVIDENTIARY HEARING**

18 Date of Hearing: February 11, 2021

19 Time of Hearing: 1:30 p.m.

20 **IT IS HEREBY ORDERED** that the above-entitled case is set for an  
21 Evidentiary Hearing in Department H on the 11<sup>th</sup> day of February, 2021, at the  
22 hour of 1:30 p.m. for three (3) hours at the Regional Justice Center, 200 Lewis  
23 Avenue, Courtroom 3G, Las Vegas, Nevada.  
24

25 **IT IS FURTHER ORDERED** that Exhibits are not filed and must be  
26 submitted electronically pursuant to Administrative Order 20-10. See attached  
27 directions and form.  
28

**IT IS FURTHER ORDERED** that Discovery shall be completed no later than January 22, 2021.

**IT IS FURTHER ORDERED** that no continuances will be granted to either party unless written application is made to the Court, served upon opposing counsel or proper person litigant, and a hearing held at least three (3) days prior to the Evidentiary Hearing. *If this matter settles, please advise the Court as soon as possible.*

Dated this 19th day of November, 2020

Dated this 19th day of November, 2020

Art Kitchie

4F8 EC1 BFA1 B0DE  
T. Arthur Ritchie  
District Court Judge

# CERTIFICATE OF SERVICE

On or about the file stamp date, a copy of the foregoing Order Setting Evidentiary Hearing was:

☐ E-served pursuant to NEFCR 9; or mailed, via first-class mail, postage fully prepaid to:

Suzanne E. Carver, Esq. for  
PLAINTIFF

Robert William Reynolds  
8616 Honeysuckle Trail  
Austin, TX 78759  
DEFENDANT

Katrina Rausch

Katrina Rausch  
Judicial Executive Assistant  
Department H

## **DIRECTIONS FOR COMPLETING EXHIBIT LIST**

**\*\*EXHIBITS ARE NOT FILED\*\***

**\*\*FOR EVIDENTIARY HEARINGS AND TRIALS\*\***

### **SUBMIT DIRECTLY TO OPPOSING PARTY AND JUDGE'S CHAMBERS**

Put either Plaintiff or Defendant on the line before the word EXHIBITS.  
Put your case number in the appropriate space.

If you are the Plaintiff, all of your exhibits will be identified by NUMBERS.  
(Example: Exhibit 1, Exhibit 2, etc.)

If you are the Defendant, all of your exhibits will be identified by LETTERS OF  
THE ALPHABET. (Example: Exhibit A, Exhibit B, etc.)

You must identify each section of your exhibits and mark them with a tabbed page  
divider which identifies the exhibit. Exhibits are not to be bunched together in one  
group of papers and are to be numbered in the lower right corner.

Example: Exhibit 1 or Exhibit A

3 pages of bank statements would be tabbed with the appropriate number or  
letter and stapled together.

2 pages of employment information would be tabbed with the appropriate  
number or letter and stapled together.

\*\*\*\*\*

1. Exhibits must be submitted to the opposing party by the Discovery cut-off date.
2. Two (2) copies of Exhibits must be submitted to the Department Chambers at the Regional Justice Center at least one (1) day prior to the hearing date for marking by the Court Clerk.

[illegible]



1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Susan Victoria Reynolds,  
Plaintiff

CASE NO: D-11-448466-D

7 vs.

DEPT. NO. Department H

8  
9 Robert William Reynolds,  
Defendant.

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12  
13 This automated certificate of service was generated by the Eighth Judicial District  
14 Court. The foregoing Order Setting Evidentiary Hearing was served via the court's electronic  
eFile system to all recipients registered for e-Service on the above entitled case as listed  
below:

15 Service Date: 11/19/2020

16 "Michael P. Carman, Esq." .

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17 Patricia Warnock

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18 Jayson Warnock

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19 Suzanne Carver

SCarver@BuchmillerLaw.com

20 Tyler Springer

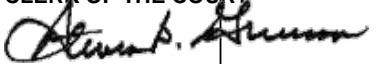
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21 Susan Hayden

dirtyjeepgirl@yahoo.com

22 Robert Reynolds

robertwreynolds1@gmail.com



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6 Nevada Bar #15092  
7 jschaller@buchmillerlaw.com  
8 **JOHN BUCHMILLER & ASSOCIATES**  
9 516 South Fourth Street  
10 Las Vegas, Nevada  
11 Phone: (702) 849-0616  
12 Attorneys for Plaintiff Susan Hayden

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EIGHTH JUDICIAL DISTRICT COURT  
COUNTY OF CLARK, STATE OF NEVADA

13  
14 SUSAN VICTORIA HAYDEN,  
15  
16 Plaintiff,  
17  
18 vs.  
19  
20 ROBERT WILLIAM REYNOLDS,  
21  
22 Defendant.

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

**PRETRIAL MEMORANDUM**

Hearing Date: February 11, 2021  
Hearing Time: 1:30 p.m.

**PRE-TRIAL MEMORANDUM**

**I.**

**STATEMENT OF ESSENTIAL FACTS**

**A. Factual History and Background**

24 The parties to this case, Susan Hayden and Robert Reynolds were married and divorced.  
25 They had no children. The Decree of Divorce was entered twice (July 30, 2012, and August 7,  
26 2012). The Decree referenced two payments to Susan in exchange for her community property  
27  
28

1 interest in various entities defined as CPAlead, LLC in the Decree. The first payment was due  
2 shortly after the execution of the Decree, the second payment was in the amount of One Million  
3 Dollars (\$1,000,000) and amortized and payable on a monthly schedule from Robert to Susan over  
4 an eight (8) year schedule.

5  
6 Robert paid his monthly obligations to Susan for several months, then began to have  
7 inconsistencies in his payments. In 2016, a portion of amounts due to Susan were unpaid and  
8 reduced to judgment after hearing on May 2, 2016. Judgment was entered in the amount of  
9 \$117,734.53 against Robert through May, 2016. To date, Robert has failed to make ANY  
10 payments to date to client since June 6, 2012.

11  
12 On or about the beginning of 2020, Susan took Robert back to court because he was still  
13 not paying the payments or the amount due in the judgment. Robert's focus became the Obama  
14 Speech. The Obama Speech is a printout of the speech former President Obama made at the DNC  
15 Convention. The Obama Speech was referenced in the Decree and this court has made references  
16 that the Decree is silent on anything other than who gets that piece of property. There are no  
17 provisions in the Decree that require Susan to do anything, and it is only mentioned on two lines  
18 in the Decree itself. For the Court's benefit, Susan offers that the speech was sold for \$30,000,  
19 and the payment Susan received from that was \$6,000. Although Susan does not believe that either  
20 party was really entitled to the speech as neither party owned it, she has offered to reduce the  
21 amount she received for the speech from what Robert owes her, at the end of the payment schedule.

#### 22 **B. Judgments/Arrearages**

23  
24 Robert was to pay Susan Three Hundred Thousand Dollars (\$300,000) within ten days of  
25 the entry of the Decree. Further, Robert was to pay Susan One Million Dollars (One Million  
26 Dollar) over the course of eight (8) years, over two different amortized schedules attached to the  
27  
28

1 Decree as Exhibit A and B. The payments ranged approximately \$10,000 per month. Although  
2 for several months, there were sporadic payments made, Robert has made not one payment since  
3 August 3, 2015. After the 2016 hearing even after Robert was informed that he could be held in  
4 contempt and have sanctions of \$500 per missed payment assessed, he still refused to pay. The  
5 amortized amount due at that time was an additional \$133,888.27 which should have been  
6 reduced to judgment. However, it appears that, understandably, this Honorable Court only  
7 looked at Exhibit A, which stopped at year 5. Exhibit B showed the amortization schedule of  
8 years 5-8, which begins with a balance due on July of 2017, of an **additional \$365,251.15**, so  
9 Susan is now entitled to that amount as well, which should make the balance due her  
10 **\$616,873.95 (\$117,734.53 plus \$133,888.27, plus \$365,873.95).**

13 It appears that Susan should have two judgments against Robert in the amounts of  
14 \$133,888.27 and \$117,734.53, however, at the November 17, 2020 hearing, this Court agreed to  
15 an evidentiary hearing to determine Mr. Robert's defense. It appears at that hearing, no one  
16 mentioned that years 5-8 were not considered. To date, Robert's last payment to Susan was on  
17 August 3, 2015. Robert has provided has shown no bank statements nor records showing an  
18 inability to pay, he has shown no credit report showing he is insolvent, he has shown nothing,  
19 except purported recordings between he and Susan made without her consent. He did file a  
20 Financial Disclosure Form showing no income but expenses being paid out, which seems  
21 impossible when there is no money coming in, and he claims to have no assets.

### 24 **C. Recent Procedural History**

25 In 2020, Susan filed a motion to enforce and/or for an order to show cause for contempt.  
26 Robert filed an opposition and asked the court to set aside the original divorce decree. Susan  
27 then filed a Motion for Judgment which Robert opposed. His Financial Disclosure Form shows  
28 —

1 no income, but \$1,568 in monthly expenses, with three other adults living with him, and no-one  
2 else contributing financially to the household. Robert then filed a Motion to set aside, but sought  
3 to set aside the order from the September 21, 2020 hearing, not the decree of divorce, and  
4 requested an evidentiary hearing on the matter. The Court agreed at the hearing on November  
5 17, 2020, to set, and did set this evidentiary hearing

7 **No issues have been resolved between the parties.**

8 **D. Attorney's Fees**

9 Robert had an obligation to pay Susan (1) originally, (2) after the judgement was entered,  
10 and (3) on a continuing basis. He has not made one payment since August 3, 2015, nor has he  
11 paid on the judgment. Further, he did not even make one good faith payment, or offer to pay a  
12 lower amount. He paid nothing. Susan is owed approximately **\$616,873.95 plus interest** and  
13 demands that this Honorable Court award her attorney's fees. Susan has had to pay attorneys to  
14 this office and others in attempting to collect what Robert should have paid her. Susan requests  
15 that this Honorable Court award her attorneys' fees in the amount of \$3,000. Further, if this  
16 Court is inclined to award attorney's fees, she would request the opportunity to obtain the  
17 billings from her other attorneys on any and all post judgment matters. This office will provide a  
18 Brunzell Affidavit if Susan is awarded attorney's fees. If Defendant is the prevailing party, she  
19 requests attorney's fees in full as these amounts should have been paid to her without court  
20 intervention as this Court ordered at the initial post-judgment hearing in 2016.

24 **II. LIST OF WITNESSES**

25 A. Robert Reynolds, Defendant.

26 B. Susan Hayden, Defendant.

27 C. Any rebuttal witnesses.

28 —

1           **III. LIST OF EXHIBITS**

- 2           A. All pleadings and other documents previously filed in this case.
- 3           B. Divorce Decree    PL00001-PL000020
- 4           C. Court Minutes dated May 2, 2016           PL00021-PL000022
- 5           D. Order After May 2, 2016 Hearing PL00023-PL000028
- 6           E. Court Minutes dated September 21, 2020 PL00029
- 7           F. Court Minutes dated November 17, 2020 PL00030-PL000031
- 8           G. Consignor Statement    PL00032
- 9           H. Consignment Agreement PL00033-36
- 10          I. Notice of Entry of Judgment Order after May 12[sic], 2016 Hearing    PL00037-
- 11             PL00039
- 12          J. Schedule of Arrears filed October 12, 2016       PL00040-PL00044
- 13          K. Schedule of Arrears on May 2016 Judgment       PL00045-PL00046
- 14          L. Schedule of Arrears 6/1/2016 to Present PL00047-PL00048
- 15          M. Wire Transfers from Defendant to Plaintiff       PL00049-PL00051
- 16          N. Defendant's FDF 10/16/2020    PL00052-PL00059
- 17          O. 4/12/2016 Email from Defendant to Plaintiff    PL00065
- 18          P. Motion for Clarification PL00066-PL00069
- 19          Q. Opposition to Motion for Clarification PL00070-PL00075
- 20          R. Reply to Opposition to Motion for Clarification/Affidavit       PL00076-PL00086
- 21          S. Motion for Order to Enforce/Contempt filed 5/19/2020 PL00087-PL00094
- 22          T. Motion to Set Aside       PL00095-PL00098
- 23          U. Legal Interest Rate       PL00098-PL00102\
- 24
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1                   **IV. STATEMENT OF UNUSUAL LEGAL OR FACTUAL ISSUES**

2                   Robert continues to attempt to bring up the Obama Speech, and to hold Susan responsible  
3 for someone else's non-compliance. If Robert wishes to seek a civil case against her with  
4 regards to the speech, this is not the correct forum  
5

6                   **V. LENGTH OF TRIAL**

7                   Already scheduled for three (3) hours.

8 DATED this 4th day of February, 2021.  
9

10  
11                   /S/ PATRICIA WARNOCK, ESQ.  
12 PATRICIA WARNOCK, ESQ.  
13 Nevada Bar # 14432  
14 [Patricia@Buchmillerlaw.com](mailto:Patricia@Buchmillerlaw.com)  
15 JOHN SCHALLER, ESQ.  
16 Nevada Bar # 15092  
17 [jschaller@buchmillerlaw.com](mailto:jschaller@buchmillerlaw.com)  
18 516 S. Fourth Street  
19 Las Vegas, NV 89101  
20 (702) 849-0616 (Phone/Text)  
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**CERTIFICATE OF MAILING/ELECTRONIC SERVICE**

A COPY OF the foregoing PRETRIAL MEMORANDUM in the above-captioned matter  
was served today via the Court’s e-filing service and by mailing to the following e-mail address  
of Defendant:

RobertWReynolds1@gmail.com

DATED this 4<sup>th</sup> day of February, 2021.

/S/ Patricia Warnock  
An Employee of John Buchmiller & Associates



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3  
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5  
6

7 **DISTRICT COURT**  
8 **FAMILY DIVISION**  
9 **CLARK COUNTY, NEVADA**

10 \*\*\*\*\*

11 SUSAN VICTORIA REYNOLDS,

12 Plaintiff,

13 vs.

14 ROBERT WILLIAM REYNOLDS,

15 Defendant.

CASE NO.: D-11-448466-D  
DEPARTMENT H  
RJC-Courtroom 3G

16  
17 **AMENDED ORDER SETTING EVIDENTIARY HEARING**

18 Date of Hearing: April 15, 2021

19 Time of Hearing: 9:00 a.m.  
20

21 **IT IS HEREBY ORDERED** that pursuant to the Minute Order entered  
22 March 1, 2021, the Evidentiary hearing in the above-entitled case has been reset  
23 for the 15<sup>th</sup> day of April, 2021, at the hour of 9:00 a.m. for three (3) hours, in  
24 Department H at the Regional Justice Center, 200 Lewis Avenue, Courtroom  
25 3G, Las Vegas, Nevada. *Pursuant to Administrative Orders for public safety, the*  
26  
27  
28

1 *evidentiary hearing shall be conducted via video through the BlueJeans*  
2 *application.*

3  
4 **IT IS FURTHER ORDERED** that no continuances will be granted to  
5 either party unless written application is made to the Court, served upon  
6 opposing counsel or proper person litigant, and a hearing held at least three (3)  
7 days prior to the Evidentiary Hearing. *If this matter settles, please advise the*  
8 *Court as soon as possible.*

9  
10 Dated this 2nd day of March, 2021

11  
12 

13  
14 A7A E98 492D 4077  
15 T. Arthur Ritchie  
16 District Court Judge

17 **CERTIFICATE OF SERVICE**

18 On or about the file stamp date, a copy of the foregoing Amended Order  
19 Setting Evidentiary Hearing was:

20 ☒ E-served pursuant to NEFCR 9; or mailed, via first-class mail, postage  
21 fully prepaid to:

22  
23 Patricia W. Warnock, Esq. for  
24 PLAINTIFF

25 Robert W. Reynolds  
26 8616 Honey Suckle Trl  
27 Austin TX 78759  
28 DEFENDANT



Katrina Rausch  
Judicial Executive Assistant  
Department H

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Susan Victoria Reynolds,  
7 Plaintiff

CASE NO: D-11-448466-D

8 vs.

DEPT. NO. Department H

9 Robert William Reynolds,  
10 Defendant.

11 **AUTOMATED CERTIFICATE OF SERVICE**

12  
13 This automated certificate of service was generated by the Eighth Judicial District  
14 Court. The foregoing Order Setting Evidentiary Hearing was served via the court's electronic  
15 eFile system to all recipients registered for e-Service on the above entitled case as listed  
16 below:

17 Service Date: 3/2/2021

18 "Michael P. Carman, Esq." .

mcarman@mpclawoffice.com

19 Patricia Warnock

patricia@buchmillerlaw.com

20 Susan Hayden

dirtyjeepgirl@yahoo.com

21 Robert Reynolds

robertwreynolds1@gmail.com



1 PMEM

2 ROBERT REYNOLDS

3 8616 HoneySuckle Trail

4 Austin, Tx 78759

5 Phone: (512) 806-3300

6 Email: robertwreynolds1@gmail.com

7 IN PROPER PERSON

8 EIGHTH JUDICIAL DISTRICT COURT

9 FAMILY DIVISION

10 CLARK COUNTY, NEVADA

11 Susan Hayden

12 Plaintiff,

13 v.

14 Robert Reynolds

15 Defendant.

CASE NO: D-11-448466-D

DEPT NO: H

PRE TRIAL MEMORANDUM

Hearing Date: April 15 ,2021

Hearing Time: 9 am

16 PRE TRIAL MEMORANDUM

17 I. STATEMENT OF ESSENTIAL FACTS

18 A. Background

19 1. I, Robert Reynolds (38) and Susan Hayden (30), the parties to this case, married  
20 in Las Vegas, NV on September 2009 and were divorced on July 2012 pursuant to a Stipulated  
21 Decree of Divorce. The parties had no children.  
22

23 2. Relevant to these proceedings, the above mentioned Decree awarded Robert what  
24 the parties' referred to as the "Obama Speech". The "Obama Speech" is the original speech script that  
25 President Obama personally notated and read from when he accepted the Democratic Nomination  
26 in Denver in 2008, preceding his historical win as the first African-American President of The  
27 United States of America.  
28

1           **3.** Prior to starting settlement negotiations for the Stipulated Divorce Decree, Susan  
2 represented to Robert that she was in possession of the Obama Speech. She stated her father  
3 had obtained the speech while working the stage podium at the Denver DNC Convention and that it  
4 was given to the parties' as a wedding gift. While Robert had not been privy to this gift prior to their  
5 negotiations, at the time he had no reason to believe that Susan was misrepresenting an asset. Robert  
6 believed that the speech had a collectors value in excess of \$500,000 and that it was marketable.

7  
8           **4.** At the time that the Divorce Decree was filed, the speech was still in Susan's  
9 possession. She did not give the speech to Robert per the Courts' order until January of 2013,  
10 stating that it had to be retrieved out of a safe in a storage unit and she could not access it until then.

11  
12           **5.** Furthermore, the same Decree ordered Robert to pay Susan One Million Dollars  
13 (\$1,000,000) amortized on a monthly basis and payable over eight (8) years. Robert made all the  
14 amortized payments to Susan on a consistent monthly basis for approximately 3 years and even  
15 made prepayments towards the debt on two occasions (October 2012 and August 2013).

16  
17           **6.** By the end of 2014, payments to Susan had become irregular due to circumstances  
18 spurred by Susan's allegations of statutory rape against Robert that led to his departure from his  
19 company and impacted his means to pay. Nonetheless, Robert was able to continue making all  
20 payments owed through September 2015 by selling everything he owned and displacing his family.

21  
22           **7.** In March 2016, Susan, coerced by her boyfriend, filed a Motion to Show Cause  
23 Regarding Contempt even after Robert was transparent about his financial situation via e-mail.  
24 Susan knew that Robert had no money left to make such large payments and that if she and her father  
25 verified the provenance of the Obama Speech, Robert would be able to sell it and continue his  
26 payments. They did not cooperate however, and instead she continued with her motion. While nothing  
27 in the Divorce Decree specified that she had to verify the provenance of the speech for Robert , the  
28 fact that they did verify its provenance a year later, when Susan had possession of the speech, shows

1 that Susan had the ability to cooperate but only did so when Robert would not benefit and when only  
2 she would be enriched from it.

3               8. In May of 2016, a hearing was held to litigate the aforementioned Motion and a  
4 Judgement was awarded to Susan in the amount of \$117,734.53 for monies owed from September  
5 2015 to May 2016. Susan was ordered to submit an order with those findings but no Order was filed  
6 until 8 months later on February 2017.

7               **B. Circumstances Surrounding The Non-Payment of the May 2016 Judgement**  
8               **and the Remaining Equalization Sums**

9               1. In March of 2017, Robert was able to get the Obama Speech into Goldin  
10 Auctions' April 3rd auction for the 70th Anniversary of the Jackie Robinson Foundation. This was an  
11 auction led by renowned auctioneer Ken Goldin, who is well known for selling high priced sports and  
12 historical memorabilia through his use of media marketing and television appearances. The speech was  
13 appraised to sell for at least \$750,000. Robert was to use the proceeds he obtained from the speech to  
14 pay off both the May 2016 Judgement and the remaining equalization payments on the Decree.

15  
16               2. On April 2nd, 2017 however, a day before the auction was to start, Robert's  
17 ownership of the Obama Speech was contested by Susan's father, Robin Hayden and his co-workers.  
18 Although Robert had the Divorce Decree proving that he was the sole legal owner of the speech,  
19 Susan contacted him and said if he signed consignment of the speech over to her and did not contest  
20 ownership of the speech to her father or his coworkers, that she would clear all past, present, and  
21 future debts he owed to her from the Divorce Decree. Robert agreed to those terms and immediately  
22 contacted his lawyer to draft their verbal agreement in writing.

23  
24               3. On April 4th 2017, Robert sent a Stipulation and Order for Susan to sign via email to  
25 legally bind the parties to their verbal agreement. This was sent along with a Consignment Agreement  
26 to give Susan ownership of the speech. Susan immediately signed the Consignment Agreement and  
27 sent it over to the auction house, but never sent Robert the signed Stipulation and Order to release him  
28 from his divorce debt, as per their originally agreed upon terms.

1           4. On April 6, 2017 Robert contacted Susan and recorded the phone call pursuant to  
2 Texas and federal jurisdiction laws as he began to worry that Susan had stolen the speech and that he  
3 had lost his ability to pay off his divorce decree debt. During this phone call Susan admitted to there  
4 being a verbal agreement, but was angry that Robert wanted it in writing. Susan told Robert that she  
5 was not going to sign anything and that he should trust her on the verbal agreement alone. She then  
6 attempted to change the terms of the verbal agreement throughout the conversation saying that  
7 she would only deduct what she made from the speech off of what Robert still owed her. Robert  
8 reminded her that those were not the initial terms they agreed upon and that she should return the  
9 speech back to him if she did not want to go through with their original terms. Susan refused and  
10 warned Robert not to go up against her or her father's co-workers to try to claim the speech.  
11

12           5. On April 28, 2017, a day before the auction closed, Robert again called Susan and  
13 recorded the calls. Robert asked Susan to sign the consignment of the speech back over to him as it was  
14 the only legal thing to do since she had still not followed through with her end of the verbal agreement.  
15 Robert let her know that going through with the sale of the speech would constitute her acceptance of  
16 the original agreed upon verbal agreement and that if she no longer agreed to those terms that she had  
17 to return the speech. Susan said she would "think about it" because Robert "had not been very nice" to  
18 her and he was "not deserving of getting the speech back". She stated she would talk to the auction  
19 house and get back to him, but never did and instead proceeded with the sale of the speech.  
20

21           6. On April 29, 2017, the auction ended with the speech only garnering \$153,000 due to  
22 the contradicting affidavits from Susan's father and his co-workers causing the auction house to halt  
23 their media tour. Later that year, the speech was reaucted, with Susan as the consigner, at the 2017  
24 Holiday Auction for \$30,687.50, of which she received 40% of the net proceeds.

### 25           **C. Recent Procedural History**

26           1. Three years later in May 2020, at the height of the COVID pandemic, Susan filed  
27 a Motion to Enforce and/or For an Order to Show Cause for Contempt. In her filing Susan stated that  
28 Robert had not made a single payment towards the Divorce Decree in 8 years and no payments had

1 been made towards the decree since June 2012.

2           **2.** Susan served Robert with the Motion on August 14th, 2020, a day before he was to  
3 receive his first paycheck as CEO of Numuni, Inc. and 15 days before the company was set to launch.  
4 Due to Robert having to spend time defending himself from Susan's false allegations, by trying to  
5 obtain old bank records and get the calls in which they had a verbal agreement transcribed , the  
6 company was not able to fully launch on September 1st.

7  
8           **3.** Between September 16th and 18th Susan sent several e-mails to Robert warning  
9 him not to bring up their verbal agreement to the Court. Susan blackmailed him by saying that she  
10 would file a criminal case against him for statutory rape if he asserted his defenses. This was the same  
11 threats used when she refused to sign the Stipulated Order during the auction of the speech and at the  
12 initiation of the divorce proceedings. Robert felt confident enough to finally come forward with  
13 the blackmail attempts and continue his defense because he finally had proof in writing.

14           **4.** At the September 21st hearing Robert was pro per and under the duress of  
15 blackmail and was not able to properly convey his defense to the Court. Susan's emails stated that  
16 she was going to tell the Court that the entire amount of the sale of the Obama Speech  
17 was going towards the divorce debt, but when asked under oath, she stated Robert still owed the debt  
18 and no payment attempts had been made toward the debt. At that hearing the Court awarded Susan  
19 a judgment of \$133,888.27 and Robert was not given the opportunity for an evidentiary hearing.

20  
21           **5.** On October 7th, Susan filed a new motion with the Court to state that she  
22 believed the amount given to her in judgement was incorrect and attempted to add on interest that  
23 had already been paid from 2012-2015, as she now knew that Robert had no bank records to counter  
24 her claims. Susan did not list the Obama Speech as payment in this motion either. Robert countered  
25 Susan's motion with an Opposition further elaborating on Susan's blackmail attempts and filed a  
26 motion to set aside the judgment and be granted his evidentiary hearing from the September 21st  
27 hearing. At this time Robert also lost his employment with Numuni due to a loss of funding that was  
28 spurred from the missed September 1st launch. With no income coming in, Robert had no choice but



1 to relocate his family to Texas amidst a global pandemic.

2  
3               **6.** At the November 17th hearing the Court ordered the judgement from the  
4 September 21st hearing be set aside and barred Susan from attempting to relitigate issues of  
5 non payment prior to May 2016. The court also set an evidentiary hearing to litigate issues from  
6 Susan's request for a judgement on rights arising out of the decree and for Robert's request for the  
7 Court to consider legal and equitable defenses, such as enforceable contracts between the parties,  
8 accord and satisfaction, estoppel, waiver, and laches. To date, no final orders have been submitted to  
9 the Court for both the September 21st hearing and the November 17th hearing.

10 **No issues have been resolved between the parties**

11               **D. Attorney Fees**

12               **1.** Being pro per I do not have attorney fees to be reimbursed. If the court finds  
13 that reimbursement applies for the May 2016 hearing, in which Susan admittedly filed a motion under  
14 coercion and prolonged the final hearing order to increase my attorney fees, the amount of the attorney  
15 fees is \$7043.87 including additional costs of writs.

16                               **II. LIST OF WITNESSES**

17               A. Susan Hayden, Defendant

18               B. Robert Reynolds, Defendant

19                               **III. LIST OF EXHIBITS**

20

EXHIBIT	DESCRIPTION	BATES
A	April 6, 2017 @ 4:19 pm Phone Call Transcript between Susan and Robert	D0001-D0041
B	April 28,2017 @ 2:32 PM Phone Call Transcript between Susan and Robert	D0042-D0045
C	April 28,2017 @ 3:37 PM Phone Call Transcript between Susan and Robert	D0046-D0054
D	April 3, 2017 Email to Susan with Consignment agreement and Stipulated Order to release debt attached	D0055-D0062
E	April 2, 2017 Email from Ken Goldin- Robin Hayden'sPRG coworker contesting ownership of speech	D0063-D0064
F	April 2, 2017 Email from Ken Goldin-Robin Haydencontesting ownership of speech	D0065-D0066
G	April 4, 2017 Email from Scott Schneider Collectibles-FW:From Ken Goldin:"Robert does not own speech"	D0067-D0068
H	May 12, 2016 Court Hearing Transcript	D0069-D0079

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I	May 30, 2012 Settlement Offer Letter to Vincent Mayo from Michael Carman	D0080-D0084
J	June 6, 2012 Settlement Offer Letter to Vincent Mayo from Michael Carman	D0085-D0089
K	June 26, 2012 Revision of Divorce Decree Letter to Vincent Mayo from Michal Carman	D0090-D0105
L	November 6, 2012 Email to Michael Carman- Affidavit	D0106-D0107
M	January 17, 2013 Email To Michal Carman - Susan not sure where Obama Speech Script Is	D0108-D0109
N	April 10, 2017 Signed affidavit from Robin Hayden to Goldin Auctions for Obama Speech Script	D0110-D0111
O	April 2017 Signed affidavits from Robin Hayden's PRG Coworkers to Goldin Auctions	D0112-D0117
P	Obama Speech Script Press Release Marketing Packet	D0118-D0139
Q	March 31, 2017 Yahoo Finance Article announcing Obama Speech Script auction at Goldin Auctions starting April 3	D0140-D0144
R	April 3 2017 Article from <a href="http://www.paulfrasercollectibles.com">www.paulfrasercollectibles.com</a> about Obama	D0145-D0150
S	May 2017 Article from <a href="https://www.justcollecting.com">https://www.justcollecting.com</a> showing speech sold for \$153,000	D0151-D0154
T	May 1, 2017 Press Release from <a href="http://GoldinAuctions.com">GoldinAuctions.com</a> released by <a href="http://www.psacard.com">www.psacard.com</a> stating Obama Speech Script sold 1/6/20 for \$153,000	D0155-D0158
U	May 19, 2020 Fraudulent Motion Filed - Motion For an Order to Show Cause Pages 4-7	D0159-D0163
V	October 1, 2020 Fraudulent Motion Filed - Motion For Clarification Pages 3-4	D0164-D0166
W	September 16, 2020 Email chain from Susan Hayden- "Oh BTW in regards to the Obama Speech"	D0167-D0171
X	September 16 2020 Email from Susan Hayden- First Blackmail attempt "I'd be extremely careful if I were you "	D0172-D0173
Y	September 18, 2020 Email from Susan Hayden- "I'm not a lawyer"	D0174-D0175
Z	September 18 2020 Email from Susan Hayden - Second Blackmail attempt " You know...this could go away"	D0176-D0177
AA	September 21, 2020 Court Hearing Transcript	D0178-D0186
BB	STATEMENT OF THE UNWINDING OF THE NUMUNI ACQUISITION BY SUN KISSED INDUSTRIES	D0187-D0188
CC	Links to Audio and video Recordings for EXHIBITS A,B,C,H,AA	D0189-D0190
DD	Link to video of Ken Goldin on Yahoo Finance - 'Speech is valued at \$750,000'	D0191-D0192
EE	Phone ScreenShot from Tape a Call Pro App of the list of recorded calls and of the functionality of Tape A Call Pro	D0193-D0195
FF	Links to original call recordings from Tape A Call Pro App	D0196-D0197
GG	Goldin Auction Holiday 2017 Sale	D0198-D0208
HH	News file Press release of Aquisition of Numuni	D0209-D0213

#### IV. STATEMENT OF UNUSUAL OR FACTUAL ISSUES

Pursuant to the Nevada Supreme Court's holding in *Barelli v. Barelli*, 113 Nev. 873, 944 P.2d 246 (1997), the Family Court has the discretion to act upon issues in excess of its subject matter jurisdiction in a case involving "a purely contractual dispute between two unmarried people." *Id.*, 944 P.2d at 248. This case is used by the courts to combine matters when it becomes judicially efficient or mandatory. Settling this matter in family court is necessary due to the nearly expiring statute of limitations and the fact that pursuing Susan in civil and criminal court would further overburden the court system during a pandemic. Also, it would avoid costly litigation for both parties and this case directly involves a misrepresented asset in the divorce decree.

Additionally, Nevada Rule 60(b)(3) holds that the court may relieve a party from a final judgment, order, or proceeding for the following reasons: fraud, misrepresentation, or misconduct by an opposing party. NRS 123A.080(1)(c) further states that the parties are required to deal in good faith when they disclose assets. In *Lewis v. Lewis*, 53 Nev. 398 the court retained the power to refuse to enforce an agreement because it was unconscionable, obtained through fraud, misrepresentation, material nondisclosure or duress.

I would like this honorable Court to further consider an equitable remedy in lieu of damages, considering the unique nature of the asset at issue, a one of a kind Presidential Speech, in which monetary damages would not suffice and so this case would require specific performance as the only equitable remedy. Specifically, ordering Susan to perform the action she promised to perform: to release me of my divorce debt. By ordering Susan to sign the Stipulated Order that was presented to her on April 4, 2017, when she instead misled Robert and stole the speech without any consideration in return, the court can mitigate any more harm to Robert from Susan's egregious actions.

I also ask the Court to consider the criminal aspects of this case such as the fact that Susan's aqisence in pursuing this judgement, caused me prejudice through my loss of employment when she committed perjury by presenting a fraudelent motion to the Court and also blackmailing me

1 with unethical and criminal threats to prevent me from defending myself.

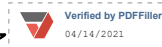
2  
3 Susan has not pursued her court filings through the proper channels and continues to conceal  
4 and misrepresent facts in the motions brought upon the Court. Doing so only to intimidate and harming  
5 my ability to make a stable income and uphold my fiduciary duty to my family. Finally, the court  
6 should consider Susan's attempts to further cause me harm by asking for \$31,000 in contempt charges  
7 all the while knowing that a verbal agreement had initially been made to release all debt and that she  
8 had later written an email to me saying that the entire sale of the speech would be credited towards  
9 my debt.

#### 11 **V. Length of Trial**

13 Scheduled for three (3) Hours.

15 DATED this 14th day of April, 2021

16  
17 



18 Robert W Reynolds  
19 DEFENDANT IN PROPER PERSON  
20 robertwreynolds1@gmail.com  
21 8616 Honey Suckle Trail  
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ryan@buchmillerlaw.com

**DATED this 14th day of April 2021**

Verified by PDFFiller  
04/14/2021

**Robert W Reynolds**  
**PRO PER, DEFENDANT**