

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 3

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CLERK OF COURT

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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: EVIDENTIARY HEARING

THURSDAY, APRIL 15, 2021

APPEARANCES:

The Plaintiff:	SUSAN VICTORIA HAYDEN (Tel.)
For the Plaintiff:	RYAN A. HAMILTON (Tel.)
	5125 S. Durango Dr.
	Las Vegas, Nevada 89113
	(702) 818-1818
The Defendant:	ROBERT WILLIAM REYNOLDS (Tel.)
For the Defendant:	PRO SE

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I N D E X O F W I T N E S S E S

<u>PLAINTIFF'S</u> <u>WITNESSES:</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
SUSAN HAYDEN	16	37	--	--
<u>DEFENDANT'S</u> <u>WITNESSES:</u>				
ROBERT REYNOLDS	42	77	83	--

* * * * *

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1 LAS VEGAS, NEVADA

THURSDAY, APRIL 15, 2021

2 P R O C E E D I N G S

3 (THE PROCEEDINGS BEGAN AT 9:00:17)

4

5 THE COURT: -- Hamilton, are you connected?

6 MR. HAMILTON: Yes, Your Honor.

7 THE COURT: And is your client with you?

8 MR. HAMILTON: She is, Your Honor.

9 THE COURT: Okay. Great. Thank you for being on
10 time and ready to go. This case is D-2011-448466. These are
11 post judgment proceedings arising out of a stipulated decree
12 of divorce that was filed on July 24th, 2012. There were
13 proceedings post judgment in May of 2016. There were orders
14 from that hearing that were filed February 2017. The matter
15 was reopened in the fall of this past year on motions filed by
16 the Plaintiff to enforce obligations arising out of the
17 decree. There was a response and opposition. There was an
18 order. The Court set aside that order upon request and in
19 November -- November 19th found adequate cause for an
20 evidentiary proceeding, set an evidentiary proceeding for
21 February, ordered the discovery cutoff January 22nd.

22 And this matter was set to be heard a little over a
23 month ago. There was an ex parte request made by Mr.
24 Reynolds. The Court made a record and found that there was

1 good cause to set this over. And the matter was rescheduled
2 for April 15th with an order filed on March 2nd.

3 I know you're ready. It looks like you've lodged
4 proposed exhibits with the Court Clerk electronically. You
5 filed memoranda. Ms. Hayden's changed Counsel, but you filed
6 papers showing that you are prepared and ready to go, right?

7 MR. HAMILTON: Yes, Your Honor.

8 THE COURT: All right. So the purpose of this
9 hearing is to adjudicate claims arising out of the stipulated
10 judgment. We have a request to enforce the remedy. There's
11 going to be a judgment for unpaid monies. There are
12 allegations, even though, back in 2000 and -- what was it --
13 there were filings in 2017 and 2016 that, I guess, address
14 these issues about what happened after the divorce. But
15 neither parties have alleged any kind of post marital
16 agreements in writing, any conduct between the parties or any
17 -- I guess discussion concerning those issues is in the
18 context of whether or not there's any equitable or legal
19 defenses to the obligations that were laid out in the decree.

20 No other civil matters or claims have been filed
21 between the parties and this Court is going to, I guess, hear
22 some evidence in the form of documents or testimony to see
23 whether there's any merit to those legal or equitable
24 defenses.

1 Now, in the -- so procedurally we have a request
2 filed by Wife for a judgment against Defendant, former
3 husband, for monies that were unpaid pursuant to the
4 stipulated judgment. The Defendant has offered equitable, I
5 guess, and/or legal defenses. And so I expect to hear your
6 case, Mr. Hamilton. This is set for two-and-a-half, three
7 hours. And I -- I expect you to present it as efficiently as
8 you can. Mr. --

9 MR. HAMILTON: Will do.

10 THE COURT: -- Reynolds, when they're finished,
11 you'll be given an opportunity to present information that you
12 want the Court to consider. I know you're representing
13 yourself. You'll be able to ask questions of any witnesses
14 that Mr. Hamilton calls. We are conducting this evidentiary
15 proceeding pursuant to Administrative Orders by alternate
16 means. We are on the record in the courtroom. The parties
17 are appearing pursuant to video connection. You appear in the
18 court like a second rate cable TV show. You guys are on a
19 large screen TV. We got two blocks.

20 We can see your torso and -- and you'll testify on
21 video and your testimony will go into the case management
22 system.

23 So that's sort of the ground rules. We should get
24 started. For -- are -- are there any questions before we

1 begin?

2 THE DEFENDANT: No, Your Honor.

3 MR. HAMILTON: No, Your Honor.

4 THE COURT: All right. The -- I know you're
5 prepared. And I appreciate you filing papers with the Court
6 telling me what your positions are and sort of your offers of
7 -- of proof. Mr. Hamilton, do you want to make a brief
8 statement before the statement?

9 MR. HAMILTON: Sure. Very briefly, Judge. Judge,
10 this is a -- in our view very straightforward matter. The
11 parties have entered into a divorce decree. Both had
12 competent counsel.

13 THE COURT: All right. Hold on -- hold on just a
14 second. Hold on a second. This can happen sometimes. Make
15 sure --

16 MR. HAMILTON: Sure.

17 THE COURT: -- that you only have one device with
18 the microphone activated in your location. We -- we are
19 getting some reverberation and some feedback. Also, we're
20 going to stay on the record here. If for some reason --
21 usually it doesn't happen on Thursdays or Fridays, but if you
22 lose a connection, just log back in, that way there will be a
23 continual record of where we are. But if you have more than
24 one device with the microphone on in your setting, you can get

1 that feedback. So let's try again. Go ahead, Counsel.

2 MR. HAMILTON: Absolutely. Judge, there appears to
3 be no dispute that Defendant has not made the required
4 payments. Instead, Defendant has raised this issue regarding
5 an Obama speech that has been sold for \$25,000. Ms. Hayden is
6 willing to reduce the amount that the Defendant owes by that
7 \$25,000 just out of generosity. And, you know, it's in our
8 view largely a distraction.

9 THE COURT: Well, I don't -- I don't want --

10 MR. HAMILTON: We are asking --

11 THE COURT: -- to get into --

12 MR. HAMILTON: -- today --

13 THE COURT: -- I don't want to get into too much
14 detail --

15 MR. HAMILTON: -- for a judgment --

16 THE COURT: -- about -- about -- I don't want to get
17 into too much --

18 MR. HAMILTON: -- in the amount --

19 THE COURT: All right. Hold on. Hold on, Mr.
20 Hamilton. I don't -- I don't want to interrupt you.

21 MR. HAMILTON: -- of \$616,000.

22 THE COURT: Stop. Stop. Are -- can you not hear
23 me? Can you not hear the Court?

24 MR. HAMILTON: I'm sorry?

1 THE COURT: I said did you not hear the Court? I'm
2 interrupting you. I'm -- I'm trying to -- before you move on
3 to another piece of argument, I want to -- I want to confirm
4 your -- your point, okay, because that's different information
5 than what your predecessor filed less than two months ago.
6 Okay. From what I -- I want to make sure that -- that the
7 offer of proof is that -- obviously she denies that there's
8 any written agreement or any other agreement regarding the
9 speech, but she did receive some monies. I understood she
10 received about \$6,000. She received \$25,000?

11 MR. HAMILTON: Judge, the total amount that was paid
12 for the Obama speech was \$25,000. The amount that was
13 remitted to her was \$5,000.

14 THE COURT: All right. So she is saying that --
15 that she didn't make any agreement regarding the speech after
16 the divorce, but that she does not object to some sort of
17 offset for unjust enrichment considerations, right? Is that
18 what you're telling me?

19 MR. HAMILTON: Exactly, Judge. And I -- I
20 apologize. I did not hear you.

21 THE COURT: No, I know. It's obvious because you
22 kept talking. But I wanted to make sure I didn't leave that
23 point because I have a list based on all the filings in the
24 case of the different equitable and legal points that have

1 been offered that I need to either give consideration to or
2 explain why I'm rejecting them. Okay. So that's good. Now,
3 move on to the other point that you were making.

4 MR. HAMILTON: So Judge, we are asking for judgment
5 in the amount of \$616,873.95.

6 THE COURT: That represents the amount of a million
7 dollars minus the payments plus interest that would have
8 accrued for missed payments; is that right?

9 MR. HAMILTON: That's correct, Your Honor.

10 THE COURT: Okay. All right. And he's not offering
11 a defense of payment. He's offering some sort of waiver or
12 estoppel or legal defense.

13 MR. HAMILTON: That's correct, Your Honor. My -- my
14 understanding is he's offering defense of the court and
15 satisfaction.

16 THE COURT: Okay.

17 MR. HAMILTON: And that --

18 THE COURT: Well, right.

19 MR. HAMILTON: -- that is --

20 THE COURT: But I -- and -- and that's a factual
21 issue that this hearing is about. I mean, you're going to ask
22 your client whether or not she agreed to waive these rights or
23 take something else in consideration of hundreds of thousands
24 of dollars of money she was owed, right?

1 MR. HAMILTON: Absolutely, Judge.

2 THE COURT: All right. So that's fine. Anything
3 else? Is there going to be any other witnesses besides the
4 parties?

5 MR. HAMILTON: No, Judge.

6 THE COURT: All right. So your documents were
7 submitted electronically, your proposed exhibits?

8 MR. HAMILTON: Yes, Your Honor.

9 THE COURT: And I know you just came in on this case
10 which is always a concern, but are you -- do you have any
11 stipulations concerning any of the documentary proof that you
12 are proposing to submit?

13 MR. HAMILTON: Not at this time, Your Honor.

14 THE COURT: Okay. All right. So Mr. Reynolds,
15 you're not an attorney, are you?

16 THE DEFENDANT: No, sir.

17 THE COURT: Okay. The -- the organization of the
18 evidentiary proceeding is sort of the offers of what the
19 claims and defenses are. You did that in writing. In fact, I
20 think you -- the last thing that you filed was, what,
21 yesterday. And then you're going to testify. When you
22 testify, you're not going to be able to ask yourself questions
23 and answer. It's going -- you're going to offer a narrative
24 statement.

1 And I'm just telling you ahead of time it's quite
2 likely that the Court is going to have to interrupt you or
3 Mr. Hamilton may interrupt you because that's not how
4 testimony is ordinarily given and you might say some things
5 that are argument or -- or, you know, some other reason.

6 Don't get flustered by that. Okay. We have --

7 THE DEFENDANT: Sure.

8 THE COURT: -- more than enough time for you to be
9 able to talk about what you think are either legal equitable
10 defenses to this claim. Okay. We know --

11 THE DEFENDANT: Okay.

12 THE COURT: -- what the order says in the stipulated
13 decree. That decree says that you would pay her X amount of
14 dollars over a schedule. You have said in your papers you
15 didn't pay her those monies. You paid her some but not all.
16 And there is reasons that the Court should hear and accept as
17 a basis to not make you pay all of what you promised to pay,
18 right?

19 THE DEFENDANT: Right. Correct.

20 THE COURT: Now, you're going to be -- you're going
21 to be able to ask questions of any witness that is called by
22 them which sounds like it's going to be Ms. Hayden. You're
23 not required to, but I'll let you do that after they're
24 finished asking her questions. And then you'll get a chance

1 to testify if they don't call -- I mean, either way whether
2 they call you in their case or whether they wait and cross
3 examine you when you testify.

4 So the opening statement is what you expect to
5 prove. And I think that that's what you put in your memoranda
6 that was filed yesterday. Do you want to -- the -- is there
7 -- this is not the time to tell your story or to testify. I
8 don't want to hear it twice. But before we begin, do you have
9 any questions or -- or are there any -- I -- it sounds to me
10 like what you want the Court to say is that you don't owe her
11 anything --

12 THE DEFENDANT: Well --

13 THE COURT: -- because of what happened after the
14 divorce, right?

15 THE DEFENDANT: Yes, sir.

16 THE COURT: Okay. Is the -- do you have any
17 questions before we begin?

18 THE DEFENDANT: No, sir. Can I -- so -- so would my
19 -- so would I give -- provide an opening statement?

20 THE COURT: Well, that's what I -- that's what we're
21 sort of doing, what is the roadmap for the case. That's what
22 an opening statement is.

23 THE DEFENDANT: Sure.

24 THE COURT: What -- what else did you want to tell

1 the Court in the form of an opening statement?

2 THE DEFENDANT: So I prepared just brief statement.
3 So you know, I was a bit organized. It -- it should be pretty
4 quick if you don't mind.

5 THE COURT: Well, fine, as long as it's not argument
6 or not testimony. But go ahead, for -- read it.

7 THE DEFENDANT: Okay. Okay. So Your Honor, my name
8 is Robert Reynolds. I'm here pro per today to represent
9 myself in this case that was brought to the courts today
10 through the Plaintiff's falsified motions and omission of
11 pertinent facts in this case. Susan Hayden and I, you know,
12 we -- we were -- we were married and the stipulated divorce
13 decree was filed in July 2012. As you are aware, there's the
14 amortized payments and -- and -- owed to the Plaintiff that
15 were made through September 2015 and the litigation at the May
16 2016 hearing resolved any issues of payments of claim of
17 nonpayment prior to that day. A judgment order was issued in
18 the amount of a hundred and seventeen thousand to the
19 Plaintiff and there were amortized payments remaining through
20 Exhibit A and B of the divorce decree.

21 I'm going to be giving personal testimony of why I
22 believe I no longer owe the Plaintiff any money due to her
23 delay in bringing her motion to the court and the fact that a
24 verbal agreement was made. And I will also be giving a direct

1 examination of Ms. Hayden to testify regarding said verbal
2 agreement and her conduct -- conduct through the filing of
3 her motions and leading up to the hearing of September 21st,
4 2020.

5 I'm opposing the judgment order granted on May 2nd,
6 2016 and the stipulated divorce decree order for amortized
7 payments remaining through Exhibit A and B of the divorce
8 decree. I believe I no longer owe neither judgment and my
9 defenses will show that the Plaintiff is not entitled to a
10 judgment and that the spirit of the divorce decree was not in
11 good faith and should either be dismissed or an order should
12 be granted ordering the Plaintiff to follow through with the
13 aforementioned verbal agreement and sign a stipulated order
14 emailed to her on April 4, 2017 which stipulates that, quote,
15 in exchange for receiving ownership of the Obama Denver
16 Convention speech, Ms. Hayden shall forever relinquish and
17 waive any and all past, present, and pending financial claims
18 against me.

19 The validity of the verbal agreement and the
20 stipulation and order agreement will be evidenced by recorded
21 calls to which the Plaintiff and I were a party to and to
22 which I gave consent to record. The Plaintiff's conduct in
23 the aforementioned calls shows an enforceable contract was
24 made and that her recent motions asking for judgments have put

1 me at a financial disadvantage. This will be evidenced by my
2 unwinding agreement showcasing my employer's loss of funding,
3 making them insolvent and unable to continue paying my salary.

4 The Plaintiff's conduct leading up to the September
5 21st hearing of her initial motion are evidenced by emails in
6 which she attempts to infringe my rights to defend myself in
7 court.

8 Finally, Your Honor, I'll present that the Plaintiff
9 has not respected the Court's wishes by continuously bringing
10 up issues that had been resolved and barred by the courts and
11 by not properly filing court orders as required by the Court.
12 Through her initial motion and subsequent motions, Plaintiff
13 has not made an accurate evidentiary basis for the amounts
14 owed. And Plaintiff's conduct will show that her filings
15 should not receive the relief that she seeks.

16 THE COURT: Thank you. Who are you going to start
17 with, Mr. Hamilton?

18 MR. HAMILTON: Your Honor, I'm going to call Susan
19 Hayden.

20 THE COURT: Okay. Great. Ma'am, if we were in
21 court together, you would come up to the witness stand and you
22 stand and raise your right hand to tell -- tell the truth.
23 You're in the screenshot with your Counsel. We just ask that
24 you raise your right hand to take an oath, please.

1 THE PLAINTIFF: I swear to tell the truth, the whole
2 truth and nothing but the truth.

3 THE COURT: Well, wait for the Clerk, please.

4 THE PLAINTIFF: Okay.

5 THE CLERK: You do solemnly swear the testimony
6 you're about to give in this action shall be the truth, the
7 whole truth, and nothing but the truth, so help you God?

8 THE PLAINTIFF: I do.

9 THE COURT: All right. That works. All right, Mr.
10 Hamilton. Whenever you're ready.

11 MR. HAMILTON: All right.

12 SUSAN HAYDEN

13 called as a witness on her own behalf, having been first duly
14 sworn, did testify upon her oath as follows on:

15 DIRECT EXAMINATION

16 BY MR. HAMILTON:

17 Q Susan, just for background, you got divorced from
18 Robert in 2012?

19 A Yes.

20 Q Okay. And what was CPA Lead?

21 A It's a company that me and Robert and his business
22 -- our business partner Troy Christian (ph) created. It was a
23 cost per action advertising company.

24 Q And to compensate you or pay you out for your

1 interest in CPA Lead, what were you to receive?

2 A I received 300,000 up front and then a promise of a
3 million dollars payable over the -- over eight years.

4 Q Was Robert supposed to do anything else?

5 A He was supposed to get a life insurance policy.

6 Q Okay. Have you ever been provided proof that he got
7 a life insurance policy?

8 A No.

9 Q Okay. And what was the last payment that you have
10 received from Robert?

11 A That was a half payment. I think it was \$5,250. He
12 was doing that for a few months.

13 Q And can you tell the Court the month and year that
14 you received that?

15 A I think it was May 2015.

16 Q Okay.

17 A I think. I'm not good with dates.

18 Q Okay. And I'd like to pull up Plaintiff's Exhibit
19 10. Ms. Hayden, what is this document?

20 A That's a schedule of arrearages.

21 THE COURT: Do you have a 10?

22 THE CLERK: He doesn't have one.

23 THE COURT: We don't have a 10, Counsel. Where --
24 where is it?

1 MR. HAMILTON: I believe that I had put it on the
2 evidence.

3 THE COURT: Well, I know. My Clerk has marked for
4 identification the stuff she has received. She doesn't have a
5 10. When was this --

6 MR. HAMILTON: The --

7 THE COURT: -- schedule of arrearage filed?

8 MR. HAMILTON: It was filed, I believe, on the
9 (indiscernible) --

10 THE COURT: You're getting -- we're getting the
11 feedback again. You don't know when it was filed?

12 MR. HAMILTON: I can pull that up very quickly, Your
13 Honor.

14 THE COURT: Well, if -- if it's in the -- if it's in
15 the case -- yeah. If it's in the case, I can look at it
16 through the case.

17 MR. HAMILTON: Okay.

18 THE COURT: Was it March -- I mean, was it this
19 year?

20 MR. HAMILTON: I believe it was.

21 (PAUSE)

22 THE COURT: Do you have a copy of it in front of
23 you? Is there a file stamp on it?

24 MR. HAMILTON: The -- the one that I'm looking at

1 does not have a file stamp, Your Honor. And that's why I'm
2 pulling up the docket.

3 THE COURT: Is it signed by your client?

4 MR. HAMILTON: Yes, Your Honor.

5 THE COURT: All right. There is a -- there is a
6 finance -- I mean, there are some schedule of arrearages that
7 were filed in May of 2020. It -- is there a date on her
8 signature, May 19th?

9 MR. HAMILTON: I believe that's correct, Your Honor.

10 THE COURT: All right. So these would be schedules
11 of arrearage that were filed with the Court Clerk in May of
12 2020, a little under a year ago. Is that what you're asking
13 her about?

14 MR. HAMILTON: Yes, Your Honor.

15 THE COURT: Okay. Mr. -- Mr. Reynolds, are you
16 following this?

17 THE DEFENDANT: Yes. I have that listed as 18 --

18 THE COURT: 18.

19 THE DEFENDANT: -- on their list of exhibits.

20 THE COURT: All right. Huh. All right. Well, ask
21 your question, please.

22 BY MR. HAMILTON:

23 Q And Ms. Hayden, are -- are you familiar with this
24 document?

1 A Yes.

2 Q Okay. And did you work with Counsel in preparing
3 these documents?

4 A Yes.

5 Q Okay. And Ms Hayden, based on your calculations
6 with Counsel, what do you reckon to be the total amount
7 outstanding that Robert owes you in this case?

8 A \$616,873.95.

9 MR. HAMILTON: Okay. Your Honor, we would move to
10 admit the schedule of arrears.

11 THE COURT: It's not part -- we don't have it.
12 That's the whole point. We don't have it marked for
13 identification. What is -- I mean, if you -- you obviously
14 lodged exhibits with the Court Clerk, right? They're -- yours
15 are --

16 MR. HAMILTON: Yes, Your Honor.

17 THE COURT: -- yours are numbers. What -- what are
18 the numbers of proposed exhibits that you think you've lodged
19 with the court clerk?

20 MR. HAMILTON: They were 1 to 20, Your Honor.

21 THE COURT: Okay. Do we have 20 exhibits from him?

22 THE CLERK: I'm looking now.

23 THE COURT: All right. We're trying to coordinate
24 and find out.

1 MR. HAMILTON: Sure.

2 THE COURT: Do you know when you lodged them with

3 the clerk or did you inherit these from the previous setting?

4 MR. HAMILTON: I believe that they were initially

5 lodged and I lodged them again yesterday just to make sure.

6 THE COURT: Okay. Let me see. (PAUSE) Do you know

7 where you sent them?

8 MR. HAMILTON: On FC -- I can -- I can --

9 THE COURT: Well --

10 MR. HAMILTON: If --

11 THE COURT: -- I have --

12 MR. HAMILTON: If you're --

13 THE COURT: -- I have electronic exhibits that I

14 received that are marked in letters. These are his. They

15 were lodged with the court on the 13th. But I don't see

16 anything lodged on the 14th from anybody. Hold on. All

17 right. I think we're -- I think they're -- they were not

18 listed under the name of the case. They're listed under

19 Buchmiller which is your firm's name, right?

20 MR. HAMILTON: Yes, Your Honor.

21 THE COURT: All right. And you said Exhibit 18 is

22 the schedule?

23 MR. HAMILTON: We said Exhibit 10, Your Honor.

24 THE COURT: Exhibit 10. All right.

1 MR. HAMILTON: Actually, it's 9, 10, and 11.

2 THE COURT: Well, are they dealing with the same
3 million dollar obligation?

4 MR. HAMILTON: They are, Your Honor.

5 THE COURT: Okay. Well, Exhibit 9 is a schedule
6 that was filed on October 12th, 2016. Exhibit 10 is a
7 schedule -- I don't -- it's not -- I don't even know what it
8 is. It looks like a matrix somebody started preparing. Okay.
9 Yeah right. I mean, your -- what -- what is 10? I mean,
10 seriously? I mean, the -- it's -- what is it? How would that
11 be even considered by the Court? It's not -- it's -- there's
12 no foundation for it and it talks about some 3.9 million
13 dollars or some craziness. Okay. Are these schedules that
14 were attached to some sort of document? Are they -- I haven't
15 seen the schedule yet you finally were talking to her about.
16 Where's the schedule of arrears from 2020? Is that -- I mean,
17 that's the one that you were just asking her about. It looks
18 like that one is Exhibit 18, maybe. I don't know.

19 Well, your request to offer the schedule of
20 arrearages, 9, 10, and 11, is -- I'm not accepting them; 9 is
21 already a part of the record. It's a schedule of arrearage
22 that was filed by one of her previous counsel in 2016. It's
23 not substantive proof. I don't know what 10 is. I don't know
24 what 11 is. If you want to lay the foundation and offer them

1 again, be my guest.

2 MR. HAMILTON: And -- and so, Your Honor, just so
3 the record is clear, you accepted which one into evidence?

4 THE COURT: I didn't accept any. Exhibit -- Exhibit
5 9 is already part of the record. It's the October 12th, 2016
6 schedule of arrears filed for your client by Vince Mayo which
7 a -- which a substantive part of the order that was filed on
8 May 2nd, 2016 -- or February 13th, 2017 after a May 2016
9 hearing. That's the one that adjudicated payments -- or
10 adjudicated a judgment of a hundred and seventeen thousand
11 seven thirty-four fifty-three.

12 You know, it is -- it -- it's a curiosity. I mean,
13 you are -- we -- we are talking about this from a big picture
14 of what was owed pursuant to the decree, whether there were
15 agreements or equitable defenses from what was owed. But
16 there were attempts to collect and there were judgments
17 entered in -- in 2017 for a portion of obligations when the
18 payments stopped in 2015. And they -- they have some affect.
19 I mean, those orders haven't been set aside. And they're
20 substantially less than what you're claiming.

21 Now, your client's testimony was that he started
22 making half payments in 2015 and the last half payment was, I
23 guess, August of 2015. That's what the schedule that Mr. Mayo
24 filed for your client. If you want that admitted into

1 evidence, it's already part of the court record, but I will
2 probably allow 9 to come in. That's the schedule of arrearage
3 that is consistent with her testimony that he stopped paying
4 on around -- well, I mean, she said 2015. August 1, 2015 is
5 what her sworn declaration says. So 9 will come in.

6 (PLAINTIFF'S EXHIBIT 9 ADMITTED)

7 THE COURT: 10, I don't know what 10 is. Do you
8 know what 10 is? If you -- if you want 10 or 11 to come in,
9 you need to have some foundation so that I know what you're --
10 what it is.

11 MR. HAMILTON: Fair enough, Your Honor.

12 THE COURT: Just resume your exam. Think about it
13 and then come back to it.

14 MR. HAMILTON: Fair enough. Will do, Your Honor.

15 BY MR. HAMILTON:

16 Q Susan, let's turn to this issue with the Obama
17 speech. First off, can you tell the Court what is the Obama
18 speech?

19 A The Obama speech, my (indiscernible) when he was
20 working and it's basically a printed out manuscript of Barack
21 Obama's acceptance speech and that's all it is.

22 Q Okay. Did the former president make any handwritten
23 marks on it?

24 A No.

1 Q Okay. Is there anything other than just words on a
2 page?

3 A That's all it is.

4 Q Okay. And in the original divorce decree, who
5 received that speech?

6 A Robert did.

7 Q Okay. And in the time period after the two of you
8 had been divorced, did you take any steps to help Robert sell
9 the speech?

10 A Yes, many.

11 Q Can you tell the Court about those steps?

12 A Well, first he approached me saying that he didn't
13 have the money to pay me back. So he needed my father's help
14 to sell it. So I was able to get my father to help him to
15 sell it. He needed the credentials which weren't a part of
16 the divorce decree. So without my father's knowledge,
17 actually behind my father's back, I sent those to him so he
18 can sell the speech. And then he came back again and said
19 that, you know, he wanted to work things out and everything;
20 can you help me sell the speech. Can you get your father to
21 get his friends to come in and help. So then my father went
22 and brought his friends to help him sell the speech.

23 Q And so, for the Court, can you give us a month and
24 year when you were working to help Robert sell the speech?

1 A Oh, I'm so bad with days and dates. I -- I really
2 -- I block it out. I can't tell you.

3 Q Okay.

4 A I'm sorry.

5 Q That's fair. Is it fair to say though that you have
6 every intent to help Robert sell the speech?

7 A Absolutely. I don't see why I wouldn't want him to
8 sell the speech.

9 Q And in that time period, was Robert able to sell the
10 speech?

11 A He was able to sell the speech at the time he sold
12 it. Yeah.

13 Q Okay.

14 A With the -- with my father's help.

15 Q Several years later;

16 A Yes.

17 Q Okay. Let's -- let's stick -- let's back up though.
18 So Robert gets the speech in the divorce and, at some point,
19 does the speech get signed back over to you?

20 A Yes.

21 Q Tell the Court how that happened.

22 A Robert approached me saying that he wanted to put
23 everything behind us, put the past behind us, and move forward
24 with our friendship. We've known each other a very long time.

1 So he told me that he wanted me to have the speech. That's
2 what he said. And then, in return, I told him that if the
3 speech sold for at least 300,000 that we -- I would, you know,
4 not even acknowledge the divorce decree, the amount. We would
5 just carry on being friends and that was the end of our
6 agreement.

7 Q Is this in the April 2017 time period?

8 A I think so.

9 Q Okay. Okay. So and just to be clear, you and
10 Robert were having these conversations. Were these
11 conversations in person or on the telephone?

12 A They were on the phone.

13 Q Okay. And did you, at any point, give Robert your
14 permission to record the calls?

15 A No. Actually, in the beginning when we started
16 talking he made a joke and said that I wasn't legally allowed
17 to record him and I said okay, well, you're not legally
18 allowed to record me either. And we kind of both laughed at
19 it.

20 Q Okay.

21 A So we both told each other that we do not give
22 consent of each other recording, even though, I felt it was a
23 joke.

24 Q Okay. Okay. And so, at this point, Robert sends

1 over the Obama speech to you.

2 A Uh-huh (affirmative).

3 Q All right. That's a yes?

4 A Yes.

5 Q Okay. And after he signs the Obama speech over to
6 you, what did you seek to do?

7 A To sell the speech and split it with the
8 (indiscernible).

9 Q Okay. And when you say the other (indiscernible)
10 who were involved, can you give the Court an idea of who these
11 men were?

12 A They were my father's coworkers who were there. It
13 was actually their speech. It wasn't really mine to give. It
14 was a mistake that I made giving it to Robert. But it was the
15 men who were involved with the -- getting the speech. They
16 were working with my dad.

17 Q Okay. And just to refresh the Court's memory, how
18 is your dad involved in all of this?

19 A He's the one who got the speech. He's the one who
20 actually got it from the podium and asked the Secret Service
21 if he could have it and they said yeah, he could have it.

22 Q Okay. Fair enough. And how did you go about trying
23 to sell the speech?

24 A Robert sold it. He did all the stuff with Golden

1 Auctions. He set all that stuff up. And he just signed it
2 over to me saying that he wanted me to trust him.

3 Q Okay.

4 A So he signed it over and said that I want you to
5 trust me, I lied to you for so long, and here you go, I want
6 us to have a good relationship.

7 Q I'd like to show you a document. And let me pull
8 this up.

9 MR. HAMILTON: For the Court, I am pulling up
10 Plaintiff's Exhibit 7, Your Honor.

11 THE COURT: Got it.

12 Q Susan, have you seen this document before?

13 A Yes.

14 Q What is this document?

15 A That is from Golden Auctions. That is the
16 consignment agreement that Ken Golden (ph) sent to me.

17 Q Okay. And, at the bottom, do you see your signature
18 anywhere?

19 A I do.

20 Q All right. And can you tell the Court where you
21 signed that document?

22 A Where?

23 Q Yes.

24 A On the bottom.

1 Q All right. And --

2 THE DEFENDANT: Objection, Your Honor. Has this --
3 has this evidence been submitted?

4 THE WITNESS: Yes.

5 THE COURT: It's -- it's been marked for -- stop
6 It's been marked for identification. It has a control number
7 PL00033. And when it's offered, you can object and the Court
8 will consider whether or not there's a valid objection, okay?
9 So it's been --

10 THE DEFENDANT: Okay.

11 THE COURT: -- marked for identification. It's been
12 sent electronically. It's included in the packet of
13 information that was sent to the Court Clerk. You should have
14 it in front of you.

15 THE DEFENDANT: No, I do. Can I ask Opposing
16 Counsel to please reference the Bates stamp when you're
17 referencing the exhibits? I have all of this in one large
18 file and it's -- it's taking me some time to try to, you know,
19 go through each one. So if you give me the Bates stamp, I can
20 -- I can find the page pretty much immediately.

21 THE COURT: Right. I think that the control number
22 we're working off of would be the first page, PL00033, right,
23 Counsel?

24 MR. HAMILTON: That's correct, Your Honor.

1 THE COURT: All right. Go ahead.

2 THE DEFENDANT: Okay.

3 BY MR. HAMILTON:

4 Q And what was the purpose of this document?

5 A This was giving me ownership of the Obama speech.

6 Q Okay. For the purpose of selling it.

7 A For selling it. Yes.

8 MR. HAMILTON: Okay. Your Honor, we would offer
9 into evidence Plaintiff's Exhibit 7.

10 THE COURT: Okay. Any objection?

11 THE DEFENDANT: No, Your Honor.

12 THE COURT: Thank you. 7 is admitted.

13 (PLAINTIFF'S EXHIBIT 7 ADMITTED)

14 BY MR. HAMILTON:

15 Q And can you summarize the terms under which you were
16 going to sell the document with Golden Auctions?

17 A Golden Auctions gets 50 percent and I got the other
18 50 percent that I split along with my father's coworkers.

19 Q And --

20 A And I had told Robert I would take whatever I got
21 off of what he owed me.

22 MR. HAMILTON: Okay. And Your Honor, I'd like to
23 pull up now Exhibit 6, Plaintiff's Exhibit 6.

24 THE WITNESS: Can I have the PL number.

1 MR. HAMILTON: And the PL number is PL32, the Bates
2 number.
3 Q And Susan, have you seen this document?
4 A Yes.
5 Q What is this document?
6 A That is the consignor statement.
7 Q Okay. And what does this statement show?
8 A That says what the speech sold for and how it was
9 divided --
10 Q Okay.
11 A -- to everybody.
12 Q Okay. And I know it says it there, but would you
13 tell the Court how much this speech sold for?
14 A It sold for 25,000.
15 Q All right. And that was split amongst how many
16 people?
17 A Fifty percent went to Golden Auctions and then it
18 was split -- excuse me, between me and three other people.
19 But I got -- my -- it was split in five ways. My father gave
20 me his share. So I got two shares. And the other three men
21 got their share. So each of them got 2500 and I got 5,000.
22 Q What steps did you have to take to authenticate the
23 document, the speech?
24 A Through the whole process --

1 Q Please --

2 A -- for -- I had to -- Robert needed my father to
3 make a statement. It's called something else. A professional
4 statement. And then --

5 THE DEFENDANT: Affidavit.

6 THE WITNESS: An affidavit. Yeah. That's it.
7 Thank you.

8 A So my father needed an affidavit. He needed that
9 from him. And then he needed affidavits from everybody else
10 that was involved. So from Brett (ph), Alan (ph) and another
11 man. I forget his name. It's written down somewhere. So
12 they all needed affidavits and that's what they needed to
13 authenticate it.

14 Q To show the providence of the speech?

15 A Yeah, that it was real and that because it's just a
16 printed out thing, there's no signature. So it's kind of hard
17 to believe that it was the actual one. There's no evidence
18 except people's stories.

19 Q Okay. Was there any reason that you would want this
20 speech -- or strike that. Did you want the speech to sell for
21 as much as possible?

22 A Absolutely.

23 Q Okay. What was your hope that it would sell for?

24 A Robert said that it would sell for at least a

1 million. I was hoping for 300,000. That was all I really
2 wanted from it.

3 Q Okay.

4 A What we expect, I guess it still is kind of crazy to
5 think.

6 Q Yeah. And, again, in your conversations with
7 Robert, what had you agreed?

8 A We had agreed that our verbal agreement was
9 contingent upon the fact that it would sell for at least
10 300,000.

11 Q Okay. And if it did sell for 300,000 --

12 A Uh-huh (affirmative).

13 Q -- then what was to happen?

14 A Then I would just never pursue him in court, that we
15 were going to continue on with our verbal agreement because we
16 were moving forward in our relationship of trust because we've
17 known each other for so long; that we were going to trust each
18 other. And I was just never going to take him to court again.
19 A verbal agreement.

20 Q In other words, the money that you're seeking to
21 reduce to judgment today, had this sold for \$300,000, you
22 would not have done that?

23 A No.

24 Q But the money that you did receive -- or that was

1 paid for, the speech in total, what are you willing to do
2 about that?

3 A I'm willing to give him the entire 25,000 just to
4 get rid of this conversation because I just -- I just don't
5 want -- it's -- I don't want to talk about it anymore.

6 Q Fair enough.

7 A It's kind of crazy.

8 Q Fair enough. At any point in your dealings with
9 Robert on this Obama speech issue, do you believe that he
10 tried to trick you?

11 A Yes.

12 Q Can you explain that to the Court, please?

13 A I believe that him signing the speech over to me was
14 the only thing that he could do to try and trick me into
15 getting out of what was owed in the entire divorce decree.

16 Q And, at some point, were you presented with a
17 stipulation and order to forgive the rest of the money owing
18 under the divorce decree?

19 A Yes. That's when I realized.

20 Q Okay. And why didn't you sign that stipulation and
21 order to essentially waive the remaining amounts under the
22 divorce decree?

23 A Well, the first reason was because we were supposed
24 to be -- we were supposed to be trusting each other and this

1 was supposed to be a friendship and it was a verbal. Like I
2 said before, a verbal agreement based --

3 Q Okay.

4 A -- on trust, not on paperwork. So first of all, we
5 had already decided there's not going to be any paperwork
6 because there doesn't need to be paperwork be -- between
7 friends. And then second, there was no -- there was nothing
8 in that letter that protected me on the amount that he had
9 promised me.

10 Q So let me say it in a -- in a different way. The
11 verbal agreement whereby you would forgive the remaining
12 amounts under the divorce decree if the speech sold for
13 \$300,000, was that captured in the stipulation that you were
14 presented?

15 A No.

16 Q And did it mention anything about the \$300,000?

17 A There was no mention. No.

18 Q Okay. And just to put a bow on it, is that why you
19 feel tricked?

20 A Absolutely. And because he approached me with
21 paperwork to begin with because, again, it was supposed to be
22 a verbal agreement.

23 Q Okay. And as part of this trying to reestablish
24 trust, are -- are these the same conversations in that you

1 believe he recorded you?

2 A I'm sure he recorded all of them and cherry picked,
3 yeah.

4 Q Recorded all of your conversations and cherry
5 picked?

6 A Yeah.

7 MR. HAMILTON: Okay. Your Honor, with that, the
8 Plaintiff would rest.

9 THE COURT: Okay. The -- the Court wants to give
10 Mr. Reynolds an opportunity to ask her some questions if --
11 before he testifies. Mr. Reynolds, are you ready?

12 THE DEFENDANT: Yes, sir.

13 THE COURT: Okay. You can begin now.

14 THE DEFENDANT: Okay.

15 CROSS EXAMINATION

16 BY THE DEFENDANT:

17 Q So Susan, did -- did a court -- did another court
18 ever determine anyone else to be the owner of the Obama speech
19 other than myself?

20 A A court? No.

21 Q That you're aware of.

22 A Not that I'm aware of. No.

23 Q Okay. So when you speak of these, quote, rightful
24 owners, your -- your father's friends, are -- are these the

1 same friends that helped Robin the first time with proving the
2 providence of the speech?

3 A I -- I don't remember.

4 Q Okay. Okay. When you -- when you received the
5 email with that stipulation and order, did you receive any
6 other documents in that same email?

7 A I don't remember.

8 Q Okay. One second. Sorry.

9 THE DEFENDANT: I -- I think that -- those are all
10 the questions that I have.

11 THE COURT: Yeah, you don't have to ask questions.
12 I just want to make sure that you did if you -- if you wanted
13 to.

14 THE DEFENDANT: Sure.

15 THE COURT: Is there --

16 THE DEFENDANT: (Indiscernible).

17 THE COURT: -- anything further, Mr. Hamilton?

18 MR. HAMILTON: No, Your Honor.

19 THE COURT: Okay. Great. So are you going to call
20 Mr. Reynolds in your case or are you going to just wait and
21 cross him?

22 MR. HAMILTON: I'll just wait and cross him, Judge.

23 THE COURT: Okay. Great. So Mr. Reynolds, you
24 ready to go?

1 THE DEFENDANT: I -- if I could ask the Court maybe
2 to give me just a quick five minute recess just to gather like
3 my thoughts.

4 THE COURT: Yeah.

5 THE DEFENDANT: I -- I --

6 THE COURT: Just --

7 THE DEFENDANT: -- I'll be --

8 THE COURT: -- it --

9 THE DEFENDANT: -- I'll be quick.

10 THE COURT: It's a little -- it's earl -- little
11 early for a break but we take one around 9:30 anyway -- or
12 10:30 anyway. So we'll take five. We'll mute you. Log back
13 in at about five minutes to 10. That's about seven, eight
14 minutes, okay?

15 THE DEFENDANT: Okay. Thank you.

16 THE COURT: All right.

17 (COURT RECESSED AT 9:48 AND RESUMED AT 9:54)

18 THE COURT: It looks like we have Mr. Reynolds back.
19 We have a connection with Mr. Hamilton's office. I just need
20 to make sure that he's back. All right. I see Ms. Hayden.
21 Is Mr. Hamilton back in the office yet?

22 THE PLAINTIFF: No, he's coming back right now.

23 THE COURT: Yeah, that's fine.

24 THE PLAINTIFF: Okay.

1 THE COURT: Okay. We have everyone back situated.
2 The -- there was -- there was a question. And we're going to
3 hear Mr. Reynolds' testimony now. But there was a question,
4 Mr. Hamilton, that was related to the exhibit that we admitted
5 that I -- that wasn't clear to me. And that was Exhibit 6
6 which is the consignment statement that shows what was paid.
7 I wanted to ask --

8 MR. HAMILTON: Yes.

9 THE COURT: -- Ms. Hayden whether or not that sale
10 or that auction occurred in October 2020. The consignment
11 statement is an October 2020 statement or whether that
12 statement came sometime after the -- the auction. Is that
13 about --

14 THE WITNESS: I have --

15 THE COURT: -- the time?

16 THE WITNESS: I had them -- I'm sorry. I had them
17 resend this to me.

18 THE COURT: All right. So you -- you had signed the
19 consignment agreement back in 2017, early 2017. So how soon
20 after that consignment agreement was the auction done?

21 THE WITNESS: I think it was maybe within two
22 months.

23 THE COURT: So it was in 2017.

24 THE WITNESS: I believe so.

1 THE COURT: Okay. And so this statement that was
2 admitted was just regenerated. It was just printed in the
3 2020 time.

4 THE WITNESS: Yes.

5 THE COURT: Okay. The -- you filed papers with the
6 court about a year ago to enforce this agreement from the
7 decree. What happened between the auction in 2017 and 2020?
8 I didn't see any --

9 THE PLAINTIFF: Well --

10 THE COURT: -- court proceedings.

11 THE PLAINTIFF: -- I had to relocate from
12 (indiscernible) to Las Vegas. And, honestly, it -- this
13 process really stresses me out and I wasn't really mentally
14 prepared to do this at around the time. It took awhile to get
15 the strength to do this.

16 THE COURT: All right. So Mr. Reynolds, you're
17 going to testify. And I -- I just want to remind you what I
18 said to you before that -- that since you don't have anybody
19 to examine you, you're going to be interrupted by me or by Mr.
20 Hamilton out of necessity. Just don't get bogged down with
21 that, okay? Also --

22 THE DEFENDANT: Sure.

23 THE COURT: -- you cannot read your testimony. Your
24 testimony has to be, you know, spontaneous. Okay. So --

1 THE DEFENDANT: Okay.

2 THE COURT: -- resist the temptation to look at your
3 notes and just read from your notes. Mr. Reynolds, we --
4 we're going to have you sworn in by the Clerk. So raise your
5 right hand.

6 THE CLERK: You do solemnly swear the testimony
7 you're about to give in this action shall be the truth, the
8 whole truth, and nothing but the truth, so help you God?

9 THE DEFENDANT: I do.

10 THE CLERK: Thank you.

11 ROBERT REYNOLDS
12 called as a witness on his own behalf, having been first duly
13 sworn, id testify upon his oath as follows on:

14 DIRECT TESTIMONY

15 THE COURT: So just state your name and your
16 address, please, Mr. Reynolds.

17 THE DEFENDANT: Sure. It's Robert Reynolds, 8616
18 (Indiscernible), Austin, Texas 78759.

19 THE COURT: Okay. All right. Why don't you just
20 dive right into it and let the Court know what you want the
21 Court to understand about this divorce agreement and what
22 happened after.

23 THE DEFENDANT: Sure. And Your Honor, I -- I would
24 like to reference the -- the original divorce decree. And it

1 was originally submitted as an exhibit by the Plaintiff but
2 that was not, you know, submitted into the court at this time.
3 How -- how would I go about referencing that?

4 THE COURT: All right. Be careful about shuffling
5 the papers and stuff around the microphone. We're getting a
6 lot of feedback. The stipulated decree of divorce is already
7 part of the record. It's a part of -- it's a filing that
8 closed the case July 24th --

9 THE DEFENDANT: Okay.

10 THE COURT: -- 2012. If you want to talk about a
11 specific piece of it, then pull it out and talk about the page
12 and line. That's what those numbers --

13 THE DEFENDANT: Sure.

14 THE COURT: -- are on the lefthand side. If -- if
15 it's been marked for identification, it's not required to be
16 admitted but it's -- it's the judgment that these rights come
17 out of. So if you want to talk about the decree, just put us
18 in the place of the decree. Where -- where do you want us to
19 go?

20 THE DEFENDANT: On page 4, lines 5 through 6 and 15
21 through 16, it's further ordered, adjudged, and decreed, that
22 Robert is awarded the following as his separate property, the
23 Obama Denver speech currently in Susan's possession.

24 THE COURT: Yes. What's your --

1 THE DEFENDANT: Okay.

2 THE COURT: What's --

3 THE DEFENDANT: So --

4 THE COURT: -- your point?

5 THE DEFENDANT: Okay. So the speech was -- was
6 awarded to me, you know, by the Court and recognized me as the
7 owner of the speech. And no other, you know, court recognized
8 anyone else as the owner. So I just -- I find the -- these
9 claims that these other people were the rightful owners as --
10 as false and -- and incorrect. You know, the -- the speech
11 was awarded to me after the settlement and -- Your Honor, I'd
12 like to present Exhibit J.

13 THE COURT: Okay. Hold on. Let's -- let's get in
14 yours. So you have marked for identification Exhibit J. And
15 the -- are you there, Mr. Hamilton?

16 MR. HAMILTON: I am, Your Honor.

17 THE COURT: Okay. What do you want to do -- what do
18 you want to do -- what do you want to say about Exhibit J?

19 THE DEFENDANT: Sorry, Your Honor. Give me one --
20 one -- just (indiscernible). Okay. So now, the reason that
21 I'd like to submit this is because what it does is it shows
22 that there was significant consideration during, you know, our
23 initial negotiations for the original divorce decree;
24 specifically, on this speech to -- of which I believe at the

1 time was worth about \$500,000. And she was given direct, you
2 know, consideration in our negotiations. And in fact, it's --
3 It's the only asset of note other than some small items that
4 was a -- that was awarded to me and -- and in the divorce
5 decree.

6 THE COURT: Well, look.

7 THE DEFENDANT: And --

8 THE COURT: I don't -- look, I don't want to argue
9 -- I don't want to argue with you. You -- you -- the divorce
10 decree is a stipulated judgment. It's a contract and a
11 judgment. What happened prior to that is -- is neither here
12 nor there. It's a final judgment. The beef about whether
13 it's an enforceable judgment or not, that's long passed, years
14 and years passed.

15 THE DEFENDANT: Okay.

16 THE COURT: I don't want to get into some argument
17 because what you said isn't factually correct because the main
18 consideration was CPA Lead LLC. And -- and I -- I don't want
19 to -- it's neither here nor there. So that statement is
20 irrelevant to this dispute as to we know what the legal
21 obligation is. We know that you didn't comply with the legal
22 obligation. We want to see whether there was an agreement to
23 forgive that legal obligation or an equitable defense to
24 excuse nonperformance of the obligation. So it doesn't

1 matter' --

2 THE DEFENDANT: Sure.

3 THE COURT: -- what your lawyer or her lawyer talked
4 about in advance of the stipulated judgment. It's not
5 relevant. And it cannot be a defense to the nonpayment of the
6 -- of the ordered agreement. Now, you can argue to the Court
7 that, you know, you don't agree with her testimony that you
8 told her that the Obama speech was worth a million dollars and
9 she thought it was worth 400,000. You can testify and say --
10 I mean, I don't think it's even relevant whether you think you
11 got a good agreement or a bad agreement in the divorce. The
12 fact is is that there is a list of what the consideration was
13 for the division and you were awarded a list of property on
14 page 4 and she was awarded a list of property on pages 2 and
15 3. And that's -- that's it. That's the law of the case.
16 Okay. So --

17 THE DEFENDANT: Sure.

18 THE COURT: -- go on and -- and -- on on with your
19 points.

20 THE DEFENDANT: Sure. No problem. Okay. So -- so
21 I -- I went to sell the speech at Golden Auctions one month
22 after Susan received the judgment in, I believe, March the
23 year -- 2017 for a hundred and seventeen thousand dollars. So
24 -- so I immediately moved to, you know, auction off the speech

1 and did considerable work in -- in doing that, even to the
2 point where through the auction house they had received
3 permission from the Obamas themselves to not take claim of the
4 speech themselves as long as it was, you know, to be auctioned
5 at the Jock -- Jackie Robinson Foundation 70th Anniversary
6 Auction that was originally quoted in the paperwork. Okay.

7 I -- I'd like to submit Exhibit E which is the email
8 that Ken Golden, the auction house director, sent to myself
9 that was a forward from Susan's father that basically said
10 that the credentials were unauthorized that I was using and
11 that I was not the rightful owner of -- of the speech and that
12 he was and his coworkers were.

13 THE COURT: Okay. So let's break that down. First
14 of all, just as a matter of record, Exhibit J, the pre-divorce
15 correspondence from his counsel, that's not admitted. The
16 Exhibit -- what -- what letter is this one?

17 THE DEFENDANT: This would be E.

18 THE COURT: Okay. So just so I understand it, so I
19 understand the relevance of this -- well, okay. Then -- then
20 explain this to me.

21 THE DEFENDANT: So -- so --

22 THE COURT: How --

23 THE DEFENDANT: -- the reason --

24 THE COURT: If -- if your efforts to sell property

1 that was awarded to you in the divorce was undermined by Ms.
2 Hayden's father, what relevance does that have in -- in
3 whether or not this is an enfor -- whether you -- it's an
4 enforceable agreement or your obligations --

5 THE DEFENDANT: Okay.

6 THE COURT: -- to her are enforceable?

7 THE DEFENDANT: Because she then asked me not to
8 contest his ownership of the speech. And so what the actual
9 agreement -- verbal agreement was, and she approached me with
10 this, was if you sign consignment of the speech over to me, I
11 will remove your debt, past, present, and future, and you
12 know, it was -- and it was that simple is why I drew up the
13 stipulation and order to -- to represent that. There was
14 never an amount discussed that if she made 300,000. And --
15 and that will be evidence in our recorded phone calls coming
16 up --

17 THE COURT: Well, again --

18 THE DEFENDANT: -- that that is --

19 THE COURT: -- well -- well, let's take it one step
20 at a time. This --

21 THE DEFENDANT: Sure.

22 THE COURT: -- is just a text or an email from April
23 2017 and it's -- you want it admitted into evidence. Mr.
24 Hamilton, do you object?

1 MR. HAMILTON: No objection, Your Honor.
2 THE COURT: All right. Exhibit E is admitted.
3 (DEFENDANT'S EXHIBIT E ADMITTED)
4 THE COURT: Now, move on. Go ahead, Mr. Reynolds.
5 Next point. Next --
6 THE DEFENDANT: Sorry. Okay. Your Honor, I -- I'd
7 like to submit Exhibit F. I'm just trying to pull that up
8 right now. So --
9 THE COURT: All right. Proposed Exhibit F, looks
10 like another email of some sort. And what is that offer for?
11 THE DEFENDANT: Okay. This was -- this was really
12 just documentation, you know, that there was a claim by
13 Robin's (ph) coworkers just to, you know, further --
14 THE COURT: Again -- again --
15 THE DEFENDANT: -- further the evidence.
16 THE COURT: -- how -- how is this relevant to your
17 obligations to her in the divorce decree?
18 THE DEFENDANT: No, understood. I -- I won't -- I
19 won't bring any of those exhibits forward --
20 THE COURT: Well, no.
21 THE DEFENDANT: -- moving forward.
22 THE COURT: I mean, look. The -- this is a trial
23 practice. Okay. Whether it -- there is -- if you want it
24 part of the record, you can offer it, even if you know the

1 Court -- if there's an objection, will exclude it because it's
2 still part of a record. Okay. If you think it's important,
3 the Court may not agree with you but there's still a part of
4 this process that allows you to make a record of what you
5 wanted the Court to consider important. Okay. The testimony
6 of --

7 THE DEFENDANT: Sure.

8 THE COURT: -- Ms. Hayden was -- and I know you
9 don't agree with all of it, was that you guys thought of a way
10 to forgive your obligation to her. And according to her, you
11 would let her sell the speech and she would -- if she got a
12 certain amount of money, then you wouldn't owe her anything.
13 Now, you say --

14 THE DEFENDANT: Yeah.

15 THE COURT: -- no, that's not what the agreement
16 was. And --

17 THE DEFENDANT: Not at all.

18 THE COURT: -- but, you know, you also acknowledge
19 that you asked her to sign something confirming the agreement
20 and she didn't sign it. So there's no signed agreement. So
21 it's really not a leg -- a legal defense. It's more of an
22 equitable defense. But you have -- I mean, that's really what
23 you should focus on because she's saying that there was a
24 discussion with you afterwards about this speech that was

1 awarded to you. And it sounds to me like she -- she agreed
2 that you could have it and you had physical progression --
3 possession of it and one reasonable view of this would be she
4 was trying to make it right with her dad or his coworkers
5 because she didn't have authority to give it to you.

6 But, you know, that -- that's neither here nor
7 there. The fact is is that we have a judgment. This is not a
8 lawsuit between you and these other people or them against
9 you. This is a divorce case between you and your ex. And
10 your rights arise out of the orders. Okay. It's your burden
11 to show that she forgave the obligations that you didn't make
12 or that you had some sort of different agreement. That's what
13 you need to focus on, not some dispute that you had with her
14 dad's friends or -- or your prominence that you had to deal
15 with.

16 Now, if you want to talk about why you did what you
17 did, I mean, you just said you thought it was worth 400,000.
18 So I mean, what were you thinking when you agreed to sign it
19 over to her to have it auctioned? What did you think it was
20 going to bring?

21 THE DEFENDANT: It didn't matter what it brought to
22 me at that point because, see, if I was running the one that
23 was selling the auction, right, my -- my reputation -- you
24 know, it -- it generated a lot of interest in the beginning

1 and I'm also considered a marketing expert -- a digital
2 marketing expert. I had a -- a full marketing plan to blast
3 this out. It was a -- there was a pretty good plan behind it.
4 And I believe that I would have garnered a significant amount
5 of more money if I had sold the speech directly. I had very
6 little incentive to want to transfer this over to Susan
7 especially being, quote, nice and trying to do something nice
8 and reconcile; that is not true at all. In fact, she had been
9 actively blackmailing me for statutory rape since the
10 beginning of our divorce proceedings and throughout. And I --
11 I -- and I will evidence that here shortly. And so there
12 would be very little reason for me to do this. I wanted to
13 sell this speech so I could pay off my debt to Susan. That's
14 all I cared about.

15 And so for me to take the power out of my hand when
16 I'm the only rightful owner listed by a court saying that I am
17 the owner of this speech would make very little legal sense.
18 I'm a business person and I -- I'd run several successful
19 companies. And I -- I that -- that would be a silly move for
20 me to make. And I -- and I -- I definitely regret signing
21 that consignment over and, quote, trusting her like she said
22 because in -- in our calls she says you need to trust me, you
23 need to, you know, just do the right thing. And the moment
24 that I tried to get the terms that we agreed upon in written

1 form, that's when she decided no, that's not the way this is
2 going to be. I'm not going to give -- and I -- I'm not giving
3 -- I'm not going to wipe the debt out anymore.

4 Once she had ownership of the speech, she suddenly
5 changed the term. She suddenly said I'm not going to sign
6 this. I sent both of the consignment agreement to transfer to
7 her and the stipulated order of decree in the same email
8 because they were supposed to be signed by her together and
9 she was going to the FedEx door to sign them both together.

10 When I didn't hear from her for a few days, I
11 started to realize she's moving forward with the consignment
12 of the speech without giving me the consideration that she
13 promised. So when I talked to her on these recorded phone
14 calls that I'll be submitting as evidence, she clearly states
15 contradicting claims to everything she just said. And -- I
16 mean, made threats.

17 So let -- let me go ahead and just go ahead and get
18 to the calls then. Your Honor, I -- I have -- I've uploaded
19 the calls to a -- a legal transcription service. And it's all
20 been gone over and -- and double checked. But I just want to
21 -- I -- I want to be able to utilize those exhibits as -- as
22 demonstrative evidence. Although, I did submit the calls in
23 their original form in Exhibit EE which I would like to
24 submit. And what that is is that is from -- it's an app -- a

1 -- a mobile app called TapeACall Pro. And what it does is it
2 records your call. It uploads that original file into the
3 cloud. It can only be listened to or downloaded, but it
4 cannot be altered. No new files can be uploaded. So it's
5 like -- almost like a -- like a -- a voicemail or, you know,
6 it -- there's no -- there's no way to alter these -- these
7 calls in any way.

8 So the calls that I'm submitting today have been
9 unaltered, unedited. And these were the only calls that I
10 recorded because I didn't start recording calls until I
11 realized that she was no longer going through with her -- her
12 terms of the verbal agreement.

13 THE COURT: Well, okay, but do we have any objection
14 to these calls being played into evidence?

15 MR. HAMILTON: We do, Your Honor. Nevada is a two
16 party state and my client did not give her consent to being
17 recorded in these calls.

18 THE COURT: Right. The -- okay. Well, if there's
19 an objection to the calls, the Court has to go through an
20 analysis of whether or not they're admissible evidence. I
21 mean, it sounds to me based on your comments at the beginning
22 Mr. Reynolds that you understand that there are specific laws
23 in Nevada that prevent the use of recorded calls without
24 consent, right?

1 THE DEFENDANT: Correct, Your Honor, but that
2 typically applies to when both of the people are in state.
3 And I believe there is case law in September 2017, Nevada
4 Supreme Court ruled that if an outside party in another
5 jurisdiction would -- would be able to submit these calls as
6 -- as -- as evidence --
7 THE COURT: Well, you would --
8 THE DEFENDANT: -- because --
9 THE COURT: -- have to -- you would have to show as
10 a foundation for the Court to consider that argument where the
11 parties were at the time of the call, what the law is in the
12 state that allows --
13 THE DEFENDANT: It -- it's --
14 THE COURT: -- that --
15 THE DEFENDANT: It --
16 THE COURT: -- call --
17 THE DEFENDANT: It's in --
18 THE COURT: -- where --
19 THE DEFENDANT: -- the call where I -- I explain
20 that I'm in Austin, Texas.
21 THE COURT: Where was she --
22 THE DEFENDANT: I --
23 THE COURT: Where was --
24 THE DEFENDANT: My court record --

1 THE COURT: Where -- where was she?

2 THE DEFENDANT: Austin -- she -- she was in Nevada.

3 THE COURT: Okay. But the person who is asserting
4 the privilege is the person -- I mean, the -- the case you're
5 talking about is an exception that might allow the call to
6 come in over your objection, not hers. She's the one who's in
7 Nevada who's protected by Nevada law. The person who is out
8 of state, I -- if I understand the case correctly is not able
9 to assert a defense that it was illegal in a different state
10 if it was legal to record the call in their state. So you
11 have it backwards. Okay. And if she were in Texas and you
12 were in Nevada, then that case might apply. Okay. And, now,
13 you can still testify about what she said.

14 The Court will weigh the -- the -- I mean, I --
15 look, a -- a conversation that you might have, you know, you
16 call it a verbal agreement, is probably not a legal defense to
17 this debt. Now, it may be an equitable defense. I don't know
18 if you know the difference, but, you know, people can have
19 legal rights that they waive or that they do things that would
20 estop them from -- from asserting a claim.

21 And -- and this is what I'm con -- this is what the
22 Court is considering, these kind of things. Let's say that --
23 that, you know, you owed her \$300,000 at the time this was
24 going down, you know, if you pull out the exhibits to the

1 decree. You were going to pay her another 300,000 or so.
2 That sort of ballpark. And you signed over a speech in April
3 of 2017 for her to auction off that was awarded to you in the
4 divorce. There would be no other explanation as to why you
5 would sign off property that was awarded to you in the divorce
6 except to get something for it, right? And --

7 THE DEFENDANT: Correct.

8 THE COURT: -- if she had gotten any number -- any
9 -- any amount that was anywhere near what you owed her, it
10 would be a really compelling consideration because you did
11 sign over --

12 THE DEFENDANT: But -- but Your Honor --

13 THE COURT: I know, but I'm -- I'm just saying --

14 THE DEFENDANT: But Your Honor --

15 THE COURT: -- this is what you need to focus on
16 when you're making your points to the Court.

17 THE DEFENDANT: Sure.

18 THE COURT: There is no written agreement --

19 THE DEFENDANT: Sure.

20 THE COURT: -- between the two of you. You -- they
21 -- there is no -- no clear evidence that there was no written
22 contract between the two of you than to present someone with a
23 contract and they refused to sign it. Okay. So there isn't
24 any clearer evidence that's going to support a finding than

1 that. And nobody's alleging that there's any written
2 contract. What you're alleging is that --

3 THE DEFENDANT: Well, Your Honor --

4 THE COURT: -- is -- is that there were verbal
5 agreements and that she should not be able to come after you
6 for what you did -- what you didn't pay because of what you
7 talked about or what she did or what you did. Okay. It's
8 called estoppel, waiver, et cetera.

9 THE DEFENDANT: Correct.

10 THE COURT: When we have evidence --

11 THE DEFENDANT: I got it.

12 THE COURT: -- that this speech that you thought was
13 worth 400,000 at the time of the divorce that she says, you
14 know, she thought might be worth 600,000, a million bucks, or
15 whatever, sells for 30 grand, it doesn't -- it doesn't create
16 that compelling equitable argument against requiring you to
17 honor the agreements that you made in a case. You just told
18 me that you wanted to sell the speech to pay off his debts to
19 his wife -- I mean, to your wife after this May 2nd, 2016
20 hearing was reduced to an order in February of 2017. All that
21 sounds credible.

22 I don't know why it took her lawyer nine months to
23 get the judgment filed, but in February of 2017 there was an
24 order that was entered from that 2016 hearing that said you

1 owed her over a hundred and seventeen thousand dollars. So it
2 sounds credible to me that, you know, she consigned in April
3 of 2017. There's communication between the two of you.
4 Certainly the -- the speech was auctioned. So what -- what is
5 the legal effect of that? What -- what is the fallout from
6 that? You know. It sells for 30,000 so she -- you shouldn't
7 have to pay her any monies. I -- I have to base that on some
8 sort of legal or equitable principle. Okay.

9 So the Court is going to make -- allow you to make a
10 record that based on the offer of proof that he was in Austin,
11 Texas and that you were in Nevada and that you cannot show
12 that she consented to having her call recorded, the exception
13 to the two party consent rule does not apply to this case and
14 the Court is going to specifically deny the request to admit
15 the recordings of those telephone conversations in April 2017.

16 So you -- for -- you know, we're making a record
17 here. You want this Court to consider the evidence you think
18 that the law allows for the Court to consider the evidence.
19 And the Court is saying this is the reason why it's not going
20 to be admitted. Okay? But don't --

21 THE DEFENDANT: Sure.

22 THE COURT: -- get -- you have more things to talk
23 about. Just move on. Continue your presentation.

24 THE DEFENDANT: Your Honor, I know -- I know I

1 already asked for a brief recess, but I -- I'm -- I'm going to
2 ask for maybe another five minutes. I -- I need to put
3 together, you know, my case here, what I'm doing here given
4 that decision.

5 THE COURT: Right Well, I -- I appreciate that and
6 I know that -- you know, these are stressful cases for lawyers
7 let alone people who are not lawyers to try to present. The
8 thing you got to have in mind, and we're still doing fine, is
9 that this hearing is going to be over in about an hour and
10 fifteen minutes. Okay. I want you to make sure that you're
11 able to make all the points that you want to make. Mr.
12 Hamilton was very efficient in the presentation of his direct
13 testimony of his client. I have another trial that starts at
14 1:30. I mean, so it's not even an option to go past the time
15 that we have. So --

16 THE DEFENDANT: Okay.

17 THE COURT: -- we'll take --

18 THE DEFENDANT: Your Honor --

19 THE COURT: We'll -- we'll resume. We'll mute you
20 and we'll resume at 10:30 which is about nine minutes from
21 now. Okay?

22 THE DEFENDANT: Okay.

23 THE COURT: All right.

24 THE DEFENDANT: All right. Thank you, sir.

1 (COURT RECESSED AT 10:23 AND RESUMED AT 10:30)

2 THE CLERK: We're back on the record, Judge.

3 THE COURT: Okay. We got everyone back? Is Mr.
4 Reynolds back?

5 THE DEFENDANT: Yes, I am.

6 THE COURT: Great. So took a short break about
7 10:21, 10:29. Do you understand you're still under oath?

8 THE DEFENDANT: Yes, sir.

9 THE COURT: All right. Continue your testimony.

10 THE DEFENDANT: Okay. Your Honor, I'd like just a
11 quick clarification on -- on that case law we were just
12 talking about with the recorded calls. So Buckles versus
13 Ditech (ph) would -- and Nevada -- it's -- it's Nevada Revised
14 Statute 200.620 prohibits a person from recording a telephone
15 call unless both parties participating. Okay. So the way
16 that I had interpreted this, and -- and please correct me if
17 I'm wrong here, but what I see here is it said the Supreme
18 Court answered that the statute does not apply to recordings
19 of telephone conversations with a person in Nevada without
20 their consent.

21 So it -- if it -- if it's saying the statute does
22 not apply and the statute prohibits recording someone in
23 Nevada, I -- I guess I'm -- I would like to understand how
24 that means I can't use that.

1 THE COURT: Well, I -- look, I -- we -- we're --
2 we're going to move on from that ruling. The Nevada law
3 protects someone in Nevada from having their telephone
4 conversations recorded without their permission or notice.
5 And she didn't give permission. And so she's protected from
6 the statute. And so it's not admissible. Simple as that.
7 Okay. So none of the exceptions -- there are exceptions, but
8 none of the exceptions in the civil domestic case would apply.
9 And if you wanted that type of evidence admitted, you have to
10 show as a foundation that she consented and you didn't. You
11 acknowledge that she didn't consent. She said she didn't
12 consent.

13 So -- but you can still -- I -- I don't want you to
14 -- I want -- don't want you to misunderstand me. She is a
15 party opponent. You're allowed to talk about the conversation
16 yourself that you had with her. You're -- you -- you can ask
17 the Court to find your account credible that, you know -- I in
18 other words, the -- the telephonic recording is not the only
19 evidence that the Court would consider.

20 THE DEFENDANT: It's just a very critical piece. I
21 mean, it -- it lays everything out in black and white and --

22 THE COURT: Well, why --

23 THE DEFENDANT: -- and so it --

24 THE COURT: -- why -- it -- it may -- well, then

1 you have to -- you have to accomplish what you wanted to
2 accomplish with that evidence in your -- with your testimony.
3 You were on the call; were you not?

4 THE DEFENDANT: Yes, sir.

5 THE COURT: So why don't you try to tell the Court
6 what the substance of the call was, what is the claim? I
7 mean, I -- you're missing the fundamentals in that you are
8 saying that she entered into an agreement with you where the
9 hundreds of thousands of dollars of stuff you were supposed to
10 pay her would go away, right?

11 THE DEFENDANT: Yes, sir.

12 THE COURT: Yeah. So explain how that went down in
13 a 50 minute telephone conversation.

14 THE DEFENDANT: Sure. Sure. Okay. So in the
15 conversation I originally -- you know, the -- like I said, the
16 original deal was she said that she would completely wipe my
17 debt and free me from all of this if I were to sign this
18 speech over, especially because, you know, she was worried
19 about her father's career because these guys that -- these --
20 these coworkers, they -- they called me and made death
21 threats. These guys were threatening my life saying we own
22 this speech, who the hell are you, why did you steal it. And
23 they were threatening her father as well.

24 And so when she called me, she, you know, approached

1 me as if hey, I need you to help me out and do me a favor.
2 You know, this is a big problem and I said well, I can just
3 sell the speech and give you the entirety of the money. And
4 if you want to compensate these guys as you see fit, then fair
5 enough. That -- that's up to you. But, you know, I -- I
6 don't feel comfortable signing this over to these guys when I
7 don't even know if they have any rightful claim to this. Like
8 that is something that would need to be settled in civil
9 court. If these guys want to make a claim for this, then, you
10 know, we -- we can have a lawsuit or something later, they can
11 file something.

12 But at the end of the day, there would be no reason
13 for me to just give this speech as a gift. I feel like that's
14 highly unreasonable considering the amount of stress that I've
15 had to undergo in trying to pay her this money back selling my
16 house, my cars, everything and being completely destitute for
17 many years; on food stamps, you know, while she holds many
18 assets. It's -- it's very frustrating. So I would never,
19 ever transfer this speech over to her unless she offered that
20 deal.

21 So she offered that deal. She said that she would
22 wipe me from, the entirety of the divorce decree. And then
23 when she got the -- the paperwork in the email just like she
24 had just testified right now, she said, well, I said this has

1 to stay verbal, I'm not going to sign anything. And I said
2 but that was the original deal. That's what you said. And
3 she said but I didn't agree to sign anything. And I said
4 okay, that's fair. If you don't agree to those original
5 terms, then I need you to transfer the consignment of the
6 speech back. So she was given an opportunity to remedy the
7 situation and give me back the speech which was rightfully
8 mine if she didn't agree to those terms anymore. And then she
9 tried -- then she said well, I'm not going to but what I will
10 do is I'll deduct it from whatever you -- you know, whatever I
11 make from the speech which she still to this day -- until
12 today has never claimed in any motion or filing. She's never
13 said that she, you know, received money.

14 She never credited that as a payment. In fact, she
15 keeps stating repeatedly in every motion multiple times that
16 I've never made a payment at all. If you like read her -- her
17 motions, it says I made no payments, not even -- not even
18 accounting for the first three years where I was making
19 payments.

20 So -- and -- and I believe that the reason she did
21 that was because she didn't believe that I was going to defend
22 myself in the May hearing because I was under the duress of
23 blackmail. And so I'd like to -- I'd like to submit Exhibits
24 X, Y, and Z -- oh, and W, sorry, W, X, Y and Z which are the

1 emails where Susan flat out says that if you bring up the
2 Obama speech in court, I will file statutory rape charges
3 against you.

4 THE COURT: All right. Well, hold on. Hold on.
5 Wait. Look, I -- let's -- you just mentioned four different
6 exhibits. Okay.

7 THE DEFENDANT: Sure.

8 THE COURT: Exhibit W is not coming up readily.
9 What -- what is Exhibit W?

10 THE DEFENDANT: It's a -- it's an email from -- from
11 Susan that says oh, by the way, regarding --

12 THE COURT: You sure --

13 THE DEFENDANT: -- the Obama speech --

14 THE COURT: You sure it's not a text?

15 THE DEFENDANT: No, it's an email, sir.

16 THE COURT: All right. Hold on. Let me get out of
17 this thing and try it again. W. It says text clipping.

18 THE DEFENDANT: So W is -- it's Bates Stamp D00168.

19 THE COURT: Yeah. Well, it's -- it's -- let me see
20 if I can put it in Word.

21 THE DEFENDANT: Yeah.

22 THE COURT: No. What is it? It's not -- it --

23 THE DEFENDANT: It's --

24 THE COURT: When -- when I click on it, it's not

1 coming out as anything. Okay. So it's a document that's
2 listed as a four page document, 167 to 171, but --
3 THE DEFENDANT: Your Honor, can I -- can I screen
4 share? I -- I have it --
5 THE COURT: Yeah.
6 THE DEFENDANT: -- right here.
7 THE COURT: Yeah.
8 THE DEFENDANT: And I submi --
9 THE COURT: Well, however -- however you can
10 Correct. It. I mean, the thing is that it's not coming up as
11 a Word document. It's called a text clipping file.
12 THE DEFENDANT: Yeah, it's a PDF, sir.
13 THE COURT: All right. Well, bring it up so that we
14 can see it.
15 THE DEFENDANT: Okay.
16 THE COURT: All right.
17 THE DEFENDANT: Okay.
18 THE COURT: So it's an email, right?
19 THE DEFENDANT: It is an email, sir.
20 THE COURT: And who is it from?
21 THE DEFENDANT: It is from Susan to myself --
22 THE COURT: Okay.
23 THE DEFENDANT: -- on September 16th, 2020.
24 THE COURT: Okay. That's -- that's -- that email is

1 -- there was more than one email between you two on that day
2 because there's another one that's at 15:39 on that day that's
3 been marked for identification as X. That's control number
4 173. So this is control number 170?

5 THE DEFENDANT: Correct.

6 THE COURT: All right. So is this one to you from
7 her?

8 THE DEFENDANT: Wait. Wait. Is this 170 --

9 THE COURT: Well, read the -- read -- read the
10 portion of the one that you have up there that you say is
11 marked --

12 THE DEFENDANT: Sure.

13 THE COURT: -- for identification as Exhibit W.

14 THE DEFENDANT: Okay. It's oh, by the way,
15 regarding the Obama speech and what it sold for, even though I
16 didn't get the entire amount, the total will be taken off of
17 what is -- what is left that is owed. So if your plan --
18 planning on bringing that up, it will be dismissed quite
19 quickly by the Judge.

20 THE COURT: Okay. Well, she -- she -- what does
21 that -- what does that have to do with anything? Why did you
22 think that was important to highlight?

23 THE DEFENDANT: Be -- because she did not submit in
24 -- in any motion and even under oath in our prior -- prior

1 hearing, I believe, in August you specifically asked her
2 whether or not I had attempted to make any payments or whether
3 or not she had received a payment for this and she -- she said
4 no. and she hasn't filed in any of her motions any credit for
5 this at all even though she, you know, tried to renegotiate
6 the terms during our call which I -- I can't show because I --
7 I can't -- I don't have those phone calls. But in those phone
8 calls, I originally -- I -- I said look, if you're not going
9 to erase my divorce debt, then transfer the consignment of the
10 speech back to me because I will get considerably more amount
11 of money for that speech being that I can market it myself.
12 But if it's in your ownership, this makes no -- you know, no
13 sense.

14 THE COURT: All right. Well, wait. You're not --
15 you're not in that document any more with that comment, right?
16 You're talking about something else.

17 THE DEFENDANT: I'm referencing the phone
18 conversation and how it's relevant --

19 THE COURT: All right.

20 THE DEFENDANT: -- to --

21 THE COURT: So let's -- let's --

22 THE DEFENDANT: -- this --

23 THE COURT: Let's take this in order. Is there any
24 objection Mr. Hamilton to W?

1 MR. HAMILTON: And what is the --
2 THE COURT: The September --
3 MR. HAMILTON: -- Bates number, please?
4 THE COURT: -- September 16th, 2020 control number
5 17 -- control number 170, right?
6 MR. HAMILTON: 170? Judge, we would object just on
7 relevance grounds.
8 THE COURT: Okay. Overruled. The exhibit is
9 admitted.
10 (DEFENDANT'S EXHIBIT W ADMITTED)
11 THE COURT: Now, you -- you looked at -- you want me
12 to look at X. That's the next one that you mentioned.
13 THE DEFENDANT: Yes, sir.
14 THE COURT: And this is another email the same day,
15 but --
16 THE DEFENDANT: Correct.
17 THE COURT: -- I don't know why this is important.
18 So you got to tell me why it's important.
19 THE DEFENDANT: Okay. So this email is important
20 because this is where she begins the -- the blackmail threats
21 where she talks about -- al -- also -- and so you know, I have
22 quite a case against you. Did you know that federal sex
23 crimes have no statute of limitations? I'd be extremely
24 careful if I were you. While --

1 THE COURT: What --

2 THE DEFENDANT: -- you were preparing --

3 THE COURT: What does --

4 THE DEFENDANT: -- all --

5 THE COURT: What does that mean? Did you guys know
6 each other when you were really young? Is that what you --

7 THE DEFENDANT: Yes. So -- so to -- to circle back
8 to what this means, back when I -- when -- when we were
9 originally getting divorced, when she filed for divorce, she
10 intentionally put a falsified accusation that I had a sexual
11 relation with her while she was a minor because I met her when
12 she was a minor. She -- she said that I had a sexual
13 relationship with her and -- and essentially blackmailed me
14 from the beginning, her and her father both. Her father told
15 it to my coworkers. I -- I mean, it pushed me out of CPA lead
16 and made me lose all my money was because everyone thought I
17 was a pedophile because they went around and told people that
18 I was having a relationship. And they said if I did not
19 settle that they were going to put this all over the internet
20 and I was a public figure. So this is where this started.

21 Now, this has been an ongoing thing over the last 10
22 years that any time I attempt to fight back or do anything to
23 assert my rights and defenses, she throws that out there. And
24 so now these two emails, especially the next one, it is

1 crystal clear black and white she says if you bring up the
2 Obama speech in court, I will file these charges against you
3 which --

4 THE COURT: Well --

5 THE DEFENDANT: -- is completely limiting my rights
6 to defend myself.

7 THE COURT: Well, okay, but look, I -- I know that
8 these statements might be offensive but what do they have as
9 it relates to the legal claim on the decree from 12 years ago
10 -- or -- or eight years ago?

11 THE DEFENDANT: Well, I mean, just due to her acts
12 and conduct. Her conduct, I mean, I think can justify
13 estoppel. It can justify waiver.

14 THE COURT: Okay. So do you want -- you want to
15 offer -- I -- you talked about X and Y. And did you also
16 mention Z which is also in September 2020? So when this case
17 got reopened right around the time of the filing, you guys
18 text each other or emailed each other back and forth and you
19 want these email communications to be admitted?

20 THE DEFENDANT: Yes, sir.

21 THE COURT: All right. So Mr. Hamilton, do you want
22 to state an objection for the record?

23 MR. HAMILTON: I do, Your Honor. Our -- we would
24 object on relevance grounds.

1 THE COURT: All right. The objection's overruled.

2 And tho -- and so W, X, Y and Z are admitted.

3 (DEFENDANT'S EXHIBITS X THROUGH Z ADMITTED)

4 THE COURT: All right. Go on, Mr. Reynolds.

5 THE DEFENDANT: Okay. So I didn't -- I didn't know
6 that she had stole the speech until May of 2020 when she -- so
7 the last I had heard her was we were done. This was over. I
8 transferred it to her. I didn't track how much it sold for.
9 I had no incentive to. There was no set amount that had to be
10 made in order for her to go when it -- in our -- oh, she
11 basically tried to -- when I said look, I don't accept any
12 other terms other than the original verbal agreement that we
13 agreed on which was you said you would remove my debt
14 completely and in exchange for me signing consignment of the
15 speech over to you which at the time was my only means of
16 payment and my only means of getting income at that moment.
17 So it was very important to me. And to sign that over was a
18 very big deal to me.

19 And so when she said I'm no longer going to do that,
20 I said okay, please return the speech back to me then because
21 I would like to sell it. She said well, I'm not going to do
22 that, but -- and then she attempted to change the -- the terms
23 and say I'll give you, you know, credit for whatever I get for
24 it. And I said but why would I allow you to sell it and split

1 it five ways with other people instead of me selling it for
2 myself and getting all the money and being able to pay you
3 more money? It didn't make any mathematical sense to me.

4 So for me -- like for example right now if I -- the
5 only reason that she's now trying to cover her tracks and give
6 me credit for that 25,000 is because she knows that, you know,
7 it wouldn't make sense if she tried to give me just the 6,000
8 because why would I only take one-fifth of something that I
9 should have received a hundred percent of being that I was the
10 rightful owner of that speech? And -- and I think that the
11 email that was just admitted, it really exacerbates that in
12 Exhibit Y that where it really she -- she really -- you know
13 -- yeah, let me see if I can bring this up where, you know,
14 she -- she directly ties this Obama speech to, you know,
15 essentially blackmailing me and -- and that -- that -- the
16 only reason I even decided to come forward and finally defend
17 myself was because she finally put this in writing.

18 She's been doing this over the phone for years and I
19 haven't been able to prove it so I can't say anything. But
20 now that she puts it in writing, obviously she had something
21 to hide. Why would she risk blackmail -- criminal charge on
22 her if her story was true? Why would she not want me to
23 assert my rights in -- in bringing this to the court?

24 She was trying to get a judgment on default. She

1 was trying to get me to not show up in the first place back in
2 May which I didn't even whip up those defenses until the night
3 before the hearing because I -- that's when she emailed me.
4 So when she finally emailed me proof of blackmail, I finally
5 said okay, I -- otherwise I wasn't even going to show up.
6 There was no point at this point because I -- I can't because
7 she's going to try to -- you know, she's going to try to
8 blackmail me.

9 So at this point I'm scared to defend myself. I --
10 I -- this is why I recorded those calls and they were so
11 important because, I mean, these things were discussed.
12 That's why she said that I owed her the full million in the
13 May -- in her May filings. She put in there that I owed her a
14 million dollars and I never made one single payment, maybe
15 four or five separate times in that motion in different ways.
16 To -- to try to get a default judgment for the full million.

17 MR. HAMILTON: Judge, may I ask a couple of
18 questions on those points?

19 THE COURT: When you -- when he's finished. Look,
20 you are doing what you would not ordinarily be allowed to do
21 which is to give a narrative statement. And so I -- it's un
22 -- it's unavoidable. Go ahead. So you need to wrap up your
23 direct testimony to give Mr. Hamilton an opportunity to
24 examine you on these statements that you're making. So you

1 need to move on to where you say Judge, I've said what I need
2 to say, okay?

3 THE DEFENDANT: Okay. No problem. I -- I'd like to
4 also submit Exhibit BB which is the unwinding statements from
5 when my employer lost their funding due to me having to spend
6 significant amount of time trying to put all this together,
7 represent myself and the time that it took away from my job,
8 it -- it -- I wasn't able to fully launch on our September 1st
9 deadline that was tied to our funding. And so this is our,
10 you know, the statement basically saying that, you know, we
11 lost our funding and we were disconnected.

12 THE COURT: All right. Mr. Hamilton, do you object
13 to what's been marked as BB?

14 MR. HAMILTON: No objection, Your Honor.

15 THE COURT: All right. BB is admitted.

16 (DEFENDANT'S EXHIBIT BB ADMITTED)

17 THE DEFENDANT: Your Honor, if I may just to -- last
18 thing is to quickly sort of just go over Exhibit Z really
19 quick. I know it was admitted, but I think it's pertinent
20 that I just go through this really quick. And -- and that
21 will be the end of it.

22 THE COURT: Okay. What is -- what is it about Z
23 that you want to highlight?

24 THE DEFENDANT: And I believe this was it. I'm

1 sorry, maybe it was Y. I apologize. Yeah, that's not it.

2 Nevermind, Your Honor. I'm -- I'm done.

3 THE COURT: Well, you may have something that comes
4 up after you -- Mr. Hamilton asks questions, but Mr. Hamilton,
5 it's your witness.

6 MR. HAMILTON: Okay. And is it possible to take
7 down the exhibit?

8 THE COURT: Yeah, we want to -- we want to be able
9 to see it. So perfect. Perfect.

10 MR. HAMILTON: Thank you very much.

11 CROSS EXAMINATION

12 BY MR. HAMILTON:

13 Q Mr. Reynolds, you haven't made any payments for --
14 under the decree in a number of years, correct?

15 A Correct.

16 Q And -- and in fact, you haven't made any payments
17 under the decree since 2016, correct?

18 A Correct.

19 Q And you have not gotten the life insurance that was
20 required under the decree, correct?

21 A No, actually, my interpretation of the decree is
22 that Susan is the one that is supposed to get the life
23 insurance policy and I'm supposed to cooperate with said life
24 insurance policy in terms of getting a checkup or whatever

1 they require, but I -- I think it pretty clearly says that
2 Susan is responsible for getting that life insurance policy.

3 Q So you don't believe that you were supposed to get
4 the life insurance policy --

5 A No.

6 Q -- to insure against the money that you owe her.

7 A No.

8 Q Okay. In any case, you have not gotten a life
9 insurance policy in any connection relating to the decree,
10 fair?

11 A Correct.

12 Q You presently working?

13 A Yes.

14 Q For a company called Numuni?

15 A Yes.

16 Q You're the founder of that company?

17 A Correct.

18 Q And it's a cryptocurrency company?

19 A It's more of a digital rewards company;
20 cryptocurrency is simply one way that we plan to monetize.
21 That -- that -- that's just one means.

22 Q Do you have the financial ability to pay Ms. Reyn --
23 Ms. Hayden?

24 A No, sir. I'm not even making a salary currently.

1 Q The company makes no money?

2 A No. We're pre-revenue.

3 Q Pre-revenue. Okay. You're disputing Ms. Hayden's
4 characterization of your verbal agreement whereby she said she
5 would let you off the hook for the divorce decree if the
6 speech sold for \$300,000?

7 A Absolutely.

8 Q Okay. You did have an attorney send her a
9 stipulation and order to let you off the hook in exchange for
10 the Obama speech, correct?

11 A No, I sent her the stipulated order that I had
12 drafted by my attorney, but I sent that in the same email
13 attachment to the consignment agreement transfer. So they
14 were both attached to the same email.

15 Q In any case, she never signed it, true?

16 A No, but she did sign the consignment speech. But
17 she (indiscernible) one and signed another.

18 Q Okay. But that's not an agreement to let you off
19 the hook, right?

20 A Not in writing. No.

21 Q Okay. You agree that without the defense that
22 you're raising today that's supposed a verbal agreement, that
23 you still owe the money under the divorce?

24 A No.

1 Q Why is that?

2 A I -- I believe she's waived her rights to continue
3 collecting this money even aside from -- from those phone
4 calls and the verbal agreement.

5 Q Okay. And what evidence did you present on this
6 waiver?

7 A Well, she waited three years to file which is a -- a
8 -- without a valid excuse. That's number one. That caused me
9 damages. She attempted to collect interest and enrich herself
10 when she thought I wasn't going to be defending myself and --
11 and was barred from being able to bring up anything prior to
12 2016 because of that. So -- and also because of her conduct
13 due to blackmail.

14 Q Okay. Isn't it true, Mr. Reynolds, that when you
15 first met Susan she was age 12 and you were age 19?

16 A I can't recall the exact ages. I mean, it was quite
17 a long time ago, but I'm -- I -- I know she was probably
18 around maybe the age of 13, 14. I mean, but again my memory
19 -- that's -- that's a long time ago. I couldn't tell you the
20 exact year.

21 Q You -- you began a sexual relationship with her
22 shortly thereafter?

23 A No, sir.

24 THE DEFENDANT: And Your Honor, I mean, I object to

1 these questions due to --

2 THE COURT: Yeah, the only --

3 THE DEFENDANT: -- relevance.

4 THE COURT: -- reason why -- there's -- there's only
5 one reason why you're answering these questions and that's
6 because you insisted on admitting evidence that brought this
7 issue to the -- to -- before the Court. Otherwise, I would
8 not have allowed it, okay?

9 THE DEFENDANT: Not a problem.

10 THE COURT: All right.

11 THE DEFENDANT: Okay. I'm happy to answer.

12 MR. HAMILTON: Nothing further Your Honor.

13 THE COURT: Okay.

14 THE DEFENDANT: So --

15 THE COURT: So --

16 THE DEFENDANT: -- Your Honor, I'd like to add that
17 the reason that I met Susan, at the time, was because I helped
18 troubled kids. I worked at WestCare. I was a volunteer there
19 for years. I actually won several community service awards
20 for all types of work with troubled youth. I mean, I had a
21 reputation for this and when I met Susan she was addicted to
22 drugs. She was in and out of facilities. She was telling --

23 MR. HAMILTON: Your Honor -- Your Honor, I don't --

24 THE COURT: Okay.

1 MR. HAMILTON: -- (indiscernible).
2 THE COURT: And it's -- it's not a license to -- I
3 mean, I'm sure you're not offering that foundation as some
4 sort of excuse if you had relations underage. I -- I --
5 THE DEFENDANT: No --
6 THE COURT: -- don't --
7 THE DEFENDANT: -- what -- what I'm saying is is she
8 utilized my kindness to help her as a troubled teen --
9 THE COURT: Well --
10 THE DEFENDANT: -- to then blackmail me with that.
11 THE COURT: Well, I don't -- I -- look, it's either
12 -- it's -- it's not really relevant or material except that
13 you brought it up. Okay. You brought it up as -- as a reason
14 why you did or didn't do certain things. Okay.
15 THE DEFENDANT: Sure.
16 THE COURT: And -- and we're not litigating, you
17 know, what may have happened between the two of you 20, 30
18 years ago. Okay. So I'm not -- I -- I'm going to cut you off
19 on that. I understand --
20 THE DEFENDANT: Sure.
21 THE COURT: -- why you would like to put it in
22 context. I would let you do it. But the --
23 THE DEFENDANT: Sure.
24 THE COURT: -- details about it are -- are not

1 relevant.

2 THE DEFENDANT: Understood.

3 THE COURT: The -- is there anything else you want
4 to tell the Court?

5 REDIRECT TESTIMONY

6 THE DEFENDANT: I -- I did find in Exhibit Z -- the
7 -- the line I was looking to highlight was the -- toward --
8 right at the very end in the last paragraph she put if I
9 receive any paperwork regarding you taking me to court over
10 that stupid speech, I will file a case against you. Maybe I'm
11 not so law savvy as you but the truth is king.

12 THE COURT: Well, what does that -- what does that
13 mean? I mean, why do you think that's important?

14 THE DEFENDANT: Okay. Because of her conduct. I
15 mean, she -- she's --

16 THE COURT: Well, look.

17 THE DEFENDANT: -- trying to --

18 THE COURT: Look. She -- she -- I mean, you've got
19 -- she basically sent you an email saying I'm -- I'm going to
20 bring you back to court or don't -- don't fight it. I want my
21 money. Right?

22 THE DEFENDANT: Okay. No -- no, but she's saying
23 that if you try to defend yourself --

24 THE COURT: Well, that's fine. I mean, okay. All

1 right. The -- you don't live in my world where that's kind of
2 normal day-to-day communication between counsel and parties as
3 it relates to disputes. You owe the money pursuant to the
4 decree.

5 THE DEFENDANT: But that's a --

6 THE COURT: You --

7 THE DEFENDANT: -- felony, Your Honor.

8 THE COURT: -- are -- you are saying -- you are
9 saying that you don't owe it because of things that happened
10 after the divorce. That's a dispute over a material amount of
11 money. You don't agree. That's clear -- more than one time
12 over in your filings. Okay. In this case, the Court heard
13 the matter in the fall and, you know, reviewed your response.
14 That's why we're having this hearing today so that we can
15 determine that. So we've been at odds on this matter since at
16 least November, probably before that.

17 THE DEFENDANT: Well, Your Honor, it hurt my
18 financial situation. So --

19 THE COURT: Well --

20 THE DEFENDANT: -- I mean --

21 THE COURT: -- you -- you --

22 THE DEFENDANT: -- that -- that --

23 THE COURT: -- said -- yeah, I -- I know what you're
24 saying. You're saying -- I mean, well, anytime you're a

1 judgment debtor, it can hurt you, employment wise or
2 financially or anything else. Okay. So --

3 THE DEFENDANT: No, I'm -- I'm talking about the
4 blackmail, Your Honor. And -- the -- and -- and steal -- and
5 basically stealing the speech from me. I -- I would have been
6 able to make these payments. I would have been able to use
7 some of that to launch my company. I mean, this deeply
8 affected my life. I was on food stamps for the next three
9 years after this. I mean, it was a big deal.

10 THE COURT: Well, the -- you know, I -- I will try
11 to address all of those things. I mean, the -- this case is
12 about the enforcement or the jurisdiction or authority of this
13 case is to -- is tied directly to the orders that have been
14 entered, the decree. The reason why we're getting involved in
15 stuff that may have happened years after the divorce is
16 because the Court recognizes that you have an opportunity to
17 present defenses to the ordered claims. But this is not an --
18 an opportunity to litigate claims that you may have between
19 each other that have nothing to do with the ordered
20 obligations. In other words, if you have a beef about whether
21 she took an asset from you or whether she sold it improperly
22 or for a lesser amount of money, I mean, that belongs in a
23 civil case.

24 Now, this Court has jurisdiction to resolve any kind

1 of case, but not -- that doesn't mean that you can raise
2 claims years after the divorce and expect some sort of action
3 on them. It has to be tied to a specific obligation or a
4 specific defense to an obligation. In other words, if you had
5 a beef that she defrauded you out of this asset that you were
6 awarded in the divorce, it's only going to be considered in
7 the context of whether you had an agreement or some equitable
8 defense to your obligations in the divorce, not for any --

9 THE DEFENDANT: Sure.

10 THE COURT: -- kind of damages that you may have
11 suffered by signing that over to her. Okay. If you --

12 THE DEFENDANT: Okay.

13 THE COURT: -- wanted to go in that direction, you
14 could have sued her in 2017 --

15 THE DEFENDANT: -- Sure.

16 THE COURT: -- to get -- I mean, when you demanded
17 it back from her and she didn't give it back to you, you could
18 have sued her. Okay. You didn't. All right.

19 The Court is -- is looking at this as the evidence
20 portion of the case is sort of waning and we're going to end
21 the evidence portion of the case. But the important part
22 of --

23 THE DEFENDANT: Your Honor, may I add one final
24 thing? I'm so sorry to interrupt, please, quickly.

1 THE COURT: What?

2 THE DEFENDANT: Okay. So -- so Nevada Rule 60(b)(3)
3 holds that the Court may relieve a party from a final judgment
4 or order or proceeding for the following reasons: fraud, miss
5 -- misrepresentation -- so she definitely frauded (sic) me.
6 Misrepresentation, she's saying that -- that she never was the
7 original owner of the speech. So she misrepresented her
8 assets or misconduct by the opposing party and that's
9 blackmail.

10 THE COURT: All right. Well, look.

11 THE DEFENDANT: NRS --

12 THE COURT: I don't -- I don't --

13 THE DEFENDANT: -- (indiscernible) --

14 THE COURT: I -- I -- you know, I -- I'm trying --
15 I'm trying to be, you know, bend over backwards to be patient
16 and understanding related --

17 THE DEFENDANT: Sure.

18 THE COURT: -- to these issues. If you were a
19 lawyer, I would tell you that the time for a filing of a Rule
20 60(b) motion is about seven years late. By the way, the
21 decree was final with the notice of entry on July 30th, 2012.
22 Now, remember there was litigation in 2015. You were
23 represented by Counsel. You filed papers on the eve of the
24 hearing. And the Court had raised --

1 THE DEFENDANT: I just found out --

2 THE COURT: -- all the --

3 THE DEFENDANT: -- now.

4 THE COURT: Stop it. Stop it. I -- you raised all
5 these issues with the Court in that filing. In -- in fact, I
6 printed it out just so I could read what Mr. Carman wrote for
7 you as it relates to the speech and everything else. When I
8 heard this matter in May of 2016 that the -- the hearing that
9 resulted in the -- the judgment, May 2nd, 2016, I said this
10 was filed, what was it, two days or three days before the
11 hearing. The opposition and countermotion was filed, let's
12 see --

13 THE DEFENDANT: And -- and I believe -- Your Honor,
14 I believe --

15 THE COURT: No. No. No.

16 THE DEFENDANT: -- that was dismissed.

17 THE COURT: It's time for you to listen. Okay.

18 The --

19 THE DEFENDANT: Okay.

20 THE COURT: I'm going to --

21 THE DEFENDANT: Sorry.

22 THE COURT: -- finish the points that the Court is
23 making. When this was litigated in 2016, you filed an
24 opposition and countermotion with the assistance of counsel on

1 April 29th, 2016 on a May 2 hearing. In the order, the -- the
2 judgment and order from the May hearing, it says that the
3 Defendant's filings or countermotion that was filed in which
4 you raised these issues of the speech, you raised these issues
5 of everything else, was denied without prejudice because it
6 was not timely filed. It's never been re-noticed. Nothing's
7 happened with that. And that is four years ago next month.
8 So look, you got a little bit of -- I mean, I see that you
9 really invested a lot of time in trying to think about, you
10 know, what type of rules and procedure, what type of
11 precedent, what type of legal and equitable principles.

12 I mean, it's obvious that you're very prepared. But
13 there is no Rule 60 relief that's even been requested or
14 preserved for request in this case. Okay. There is no basis
15 to grant any kind of relief from the original decree. The
16 Court can't set it aside, can't find that there was a fraud,
17 can't find any of those things.

18 Where the issue of what happened afterwards comes up
19 and is considered is whether there were agreements or whether
20 there's any legal or equitable principles that would apply to
21 what happened years later. Not whether the judgment could be
22 set aside under the rules of procedure. All right. So --

23 THE DEFENDANT: Okay.

24 THE COURT: -- that's enough. Let's focus here. We

1 had an -- an opening statement in which we had a discussion
2 about what this hearing was about. We had the testimony of
3 both parties and we received documentary proof. We had
4 rulings on everything that was offered. We had uncontested
5 facts that there were payments through 2015, that there were
6 proceedings in 2016 and allegations that there was nonpayment
7 pursuant to the stipulated decree. There was a hearing in May
8 of 2016 that resulted in an order and that order adjudicated
9 monies that were owed through May of 2016. So there's been no
10 payments after May of 2016.

11 The Court heard testimony that conflicts as to what
12 the parties did after that. The testimony of Mr. Reynolds was
13 that after he saw that the order was entered in early 2017,
14 there was communication between the parties and he says there
15 was an agreement that if he signed over the Obama speech then
16 all of his obligations would go away. And he signed over the
17 speech for consignment and it sold in early 2017 or mid-2017
18 for 30 thou -- \$25,000.

19 We have Ms. Hayden's testimony that this was a
20 verbal agreement as long as she got enough money to pay off
21 what he owed her; 300,000 she said, that she was fine. She
22 wasn't going to go after him for the monies, that that was an
23 acceptable outcome. But because she got 30,000, it wasn't an
24 agreement to waive the requirement.

1 Mr. Reynolds said that when he transferred the
2 consignment papers he also sent of a stipulation and order to
3 be signed that would memorialize this, something that can be
4 filed or a written contract which would explain why somebody
5 who is owed hundreds of thousands of dollars would not expect
6 it. And that was not signed. It was rejected. And nothing
7 happened between May 2017 and May 2020, three years, when Ms.
8 Hayden did nothing and Mr. Reynolds did nothing in this case.

9 In May of 2020, schedule of arrears were filed.
10 Motions for a judgment were filed. And they -- the matter was
11 opposed finally on September 17th. The Court found that there
12 was adequate cause for a hearing and we have accomplished that
13 hearing and both parties have been able to present evidence
14 finally on these ordered obligations.

15 So Mr. Hamilton, you first. Please make your
16 argument to the Court.

17 MR. HAMILTON: Judge, the Court has summed up very
18 nicely what we believe the positions are. The -- by the
19 Defendant's own testimony he's not made any payments. And we
20 did not want to get into some very painful territory for my
21 client. Unfortunately, that did happen. But there's no legal
22 or equitable defense to the payments, Your Honor. My client
23 is one who is very generously saying that she will reduce the
24 amount that he owes her by the amount that was paid for the

1 Obama speech just so that she can be done with this issue.

2 So Your Honor, we respectfully request that judgment
3 be entered in the amount of \$616,873.95.

4 THE COURT: Okay. What do you -- how would you
5 respond to this notion that she entered into a divorce
6 judgment with him and gave him property in that stipulated
7 judgment that she shouldn't have and that this speech was
8 actually owned by her father and maybe father's associates?
9 And so that would explain why she would try to get this worked
10 out for the benefit of her father.

11 MR. HAMILTON: Your Honor, I -- my response would be
12 that that's complete conjecture. There's been no evidence
13 that's been submitted in that regard and it's simply untrue.

14 THE COURT: Well, we do have evidence. We have her
15 testimony and his testimony. And it's argument. I'm just
16 saying that you didn't address it at all. So I figured you
17 might want to address it legally or equitably. I mean --

18 MR. HAMILTON: Well --

19 THE COURT: -- it seems --

20 MR. HAMILTON: -- Your Honor --

21 THE COURT: -- to me like you don't want me to find
22 his testimony credible and that -- is there anything else?

23 MR. HAMILTON: That's -- that's completely it, Your
24 Honor. It's -- it's not credible on that point. It's just

1 simply not true.

2 THE COURT: Okay. Anything else?

3 MR. HAMILTON: No, Your Honor.

4 THE COURT: Okay. Mr. Reynolds, your turn.

5 THE DEFENDANT: So Your Honor, in -- in Barelli
6 versus Barelli (ph) Family Court it was ruled that they have
7 the discretion to act upon issues in excess of its subject
8 matter jurisdiction in the --

9 THE COURT: I --

10 THE DEFENDANT: -- case involving --

11 THE COURT: -- I just told you -- I just told you
12 this Court is not -- this Court has no limitation on this.
13 The Landrick (ph) case and the Barelli cases are like my baby
14 as it relates to the re -- the -- the statement that Family
15 Court judges have jurisdiction over everything. What that
16 means though is that their -- that principle applies when you
17 have a suit that involves more than domestic matters. In
18 other matters, pleadings torts, pleading breached contract
19 claims, inviting parties who are not parties to the marriage.
20 This is not the beginning of a case. Barelli has no
21 application in this case. There are no claims other than the
22 claims that arise out of the divorce and the defenses. And
23 those -- those defenses are legal and equitable. Okay.

24 So the Court has never said and is not saying in

1 this case and would never say in this case that it is limited
2 in -- in considering your claims. The reason why it's limited
3 in considering stuff prior to the divorce is that the divorce
4 judgment is final. The reason why it's limited in considering
5 the legal effect of this alleged agreements that you had with
6 her is that they were never pled. In other words, if there
7 was a contractual claim that arose between the two of you
8 eight years after the divorce or seven years after the
9 divorce, it would not be litigated in this case.

10 Not because of the limitation of jurisdiction, but
11 because this is a divorce case that's closed and those claims
12 will be brought someplace else. They can be brought in a
13 Family Court dispute, probably not, more likely in a civil
14 dispute.

15 All right. Go on.

16 THE DEFENDANT: Okay. I -- I have nothing more to
17 add, Your Honor.

18 THE COURT: Well, let's talk about the -- the real
19 issue here. Okay. You want the Court to believe that she had
20 a verbal agreement with you that she would give up a hundred
21 -- a couple hundred thousand dollars worth of property rights
22 from the divorce decree for getting the speech back for her
23 dad and getting \$25,000 in -- in an auction. So I -- I
24 understand and am considering that there was more than just

1 monetary value to her, if you believe that awarding you the
2 speech and the divorce was a wrongful thing for her, okay,
3 that she was able to make right with this agreement.

4 But it's still -- I mean, you -- you still need to
5 address why it's appropriate. And of course since you have no
6 legal agreement and it's inequitable, the fairness or
7 appropriateness or -- it needs to come in. Okay. How is it
8 equitable or fair to give you the benefit of a couple hundred
9 thousand dollars as an equitable defense to what you should
10 have paid her pursuant to the decree? That's -- that -- you
11 should talk to that. Okay.

12 You know, I -- why do you think this is eminently
13 fair? It sounds to me like you think it's eminently fair
14 because the divorce settlement in and of itself wasn't really
15 fair. I mean, that's really what you're saying, right?

16 THE DEFENDANT: No. No, Your Honor. I think it's
17 not fair because if I were to have been able to sell it myself
18 as the rightful owner and she didn't make that false promise
19 to me, I would have never signed it over to her. I would have
20 obtained more money. And I wouldn't have auctioned it at that
21 auction if it only sold for 30,000.

22 THE COURT: Well, I --

23 THE DEFENDANT: I got (indiscernible) --

24 THE COURT: -- and -- and yet -- and yet, the same

1 question that I asked her as to where she was between '17 and
2 '20, where were you?

3 THE DEFENDANT: I was under the duress of blackmail,
4 Your Honor.

5 THE COURT: Okay. All right. So you were afraid
6 that -- that you would be attacked or slandered or hurt
7 financially --

8 THE DEFENDANT: Yes.

9 THE COURT: -- if you were to bring this claim to
10 her.

11 THE DEFENDANT: Yes.

12 THE COURT: All right. So you -- okay. That's
13 fine. That's fine. The -- all right. Anything else, Mr.
14 Hamilton?

15 MR. HAMILTON: No, Judge.

16 THE COURT: Okay. All right. Well, the one good
17 thing is that this matter is going to be closed and put to
18 rest for today. And, you know, it's not supposed to work like
19 this where you get divorced in 2012 and you find yourself
20 still in court in 2021. It can happen where there's
21 agreements to make payments over time. The decree of divorce
22 contained specific provisions which are clear that there would
23 be a financial obligation. There were schedules that included
24 payment of interest and principal.

1 The -- the Court considered whether there was a
2 legal defense. A legal defense would be a valid contract
3 between the parties made after the divorce in which they
4 showed that there was mutual assent to waive a specific
5 obligation. In this case, the specific obligation was a
6 couple hundred thousand dollars of property settlement and
7 interest.

8 The allegation is that the parties had a -- a
9 contract and that that contract said for the transfer of the
10 Obama speech to Ms. Hayden so that she can -- could sell it in
11 consignment. She would basically waive his financial
12 obligations. At the time that that occurred in 2017, there
13 had been proceedings in 2016. There was a judgment entered
14 for nonpayment for a period of time between '15 and '16. And
15 Mr. Reynolds' testimony was that as soon as he saw that that
16 judgment came in he wanted to sell the speech so he could pay
17 his wife.

18 Now, where it goes sideways is -- is that no
19 contract was ever signed. A contract was presented. If that
20 contract had been signed, we wouldn't even be here. It is the
21 burden of the person asserting the contract that there was a
22 contract, a meeting of the minds, mutual assent. That burden
23 requires the Court to find that the evidence presented which
24 is basically his testimony and her testimony supports a

1 finding that there was a binding contract that would
2 essentially undo the stipulated judgment. And there is no
3 substantial proof and no sufficient proof more importantly
4 that there was a contract that the transfer in April of 2017
5 of the speech to consignment was a -- a court in satisfaction
6 of its obligations under the order.

7 So the legal defenses fail for a lack of sufficient
8 proof. And the trier of fact for the court heard the
9 testimony, reviewed the documentation. And while the Court
10 does understand that there was a dialogue and that there was a
11 dispute and that there was a benefit that she received because
12 she was able to get the speech I suppose to who she thought
13 were their owners and she had agreed in the divorce decree to
14 have it be awarded to him, there -- there's no evidence that
15 the Court can rely on to make a finding that the auction price
16 was anything but its market value.

17 So when you look at the equitable defenses and the
18 two ones that -- I mean, we don't have waiver. A waiver is a
19 -- is a settled purpose to waive a known right. And the
20 passage of time in and of itself is not a waiver. And we have
21 plenty of cases, especially cases concerning support that show
22 that the passage of three years is not a waiver. Not to
23 mention the fact that we have certain indications of things
24 like statute of limitations and other things which give you a

1 period of time much in excess of three years to bring these
2 claims and rights.

3 Laches and estoppel are probably the two most
4 compelling considerations in this case. Laches is
5 unreasonable delay in asserting a claim. There is an issue
6 with the equitable principle of laches as it relates to the
7 time between April 2017 and May 2020 when there was no
8 payment, the speech had been sold, it realized much less than
9 what everybody said they were hoping it would get and there
10 was no actions to collect. Ms. Hayden did not come back to
11 court. She said that she was just done with court or was just
12 too stressed about court. Mr. Reynolds had no incentive to
13 come back to court. He says that he thought that handing over
14 the speech put the -- put an end to it.

15 But as we know from the schedule that's attached to
16 the decree, each and every month especially in Section B,
17 there's a substantial interest component and a principal
18 component to the payments and that in -- it would be
19 completely inequitable and inappropriate if I find that there
20 was no waiver of the ordered obligation, no contractual
21 defense of the ordered obligation to add insult to injury and
22 require him to pay interest that she never intent -- intended
23 to collect. In other words, it -- the unreasonable delay, if
24 she had brought this case any time during those 36 months he

1 would have been able to assert these defenses. He would have
2 been able to say -- or be heard rather than in 2021.

3 Now, the issue of estoppel is a principle that
4 precludes a person from asserting something contrary to what
5 is implied by a previous act or statement. This estoppel
6 argument would be strong even without a written contract if
7 that speech had realized any kind of substantial monies.
8 Okay. And I don't -- I'm not quibbling with Mr. Reynolds'
9 testimony that, you know, he might have marketed it
10 differently. He might have, you know, auctioned it
11 differently. He might have realized more money from it. But
12 there's no evidence that shows that -- that, you know, that
13 there was some sort of improper -- I mean, they used an
14 auction house. They had an auction and it was -- and it
15 realized a certain price.

16 In this case, the person that's asserting something
17 is not asserting something contrary to what is implied by the
18 previous actions or statements. Her previous actions and
19 statements were in 2016 to seek enforcement of the order. Her
20 actions and statements in 2020 was to seek enforcement of the
21 order. If she had never mentioned the \$25,000 she got from
22 the -- the sale of the speech, the Court would not allow her
23 to get the benefit of property that was awarded to him and not
24 have it credited against this obligation under other

1 principles of equity like unjust enrichment.

2 So and it -- it does -- it was nominal amount. So
3 the Court is faced with saying okay, there's no contract
4 that's enforceable between the parties. The verbal dialogue
5 was conditional and there was no proof that showed that there
6 was an unconditional waiver of the support. And, you know,
7 does her rights under the decree go away because she received
8 \$25,000 for the -- and the right to consign the speech. And
9 the -- and the conclusion is no.

10 Now, Mr. Hamilton, I have a very difficult time
11 giving her the benefit of the terms of the agreement as it
12 relates to interest while she basically does nothing and while
13 the -- and so there's not going to be any interest on the
14 amortization schedule awarded between April 2017 when she
15 received and started the consignment through May of 2020 when
16 she actually filed schedules for arrears. And that should be
17 easy to -- to back out because they're in a special column on
18 an exhibit to the decree.

19 MR. HAMILTON: Understood.

20 THE COURT: She is estopped from seeking interest
21 and -- and there are -- there's an unreasonable delay in
22 asserting claims to interest when she's not seeking to enforce
23 the order on the periodic payments.

24 And so what the Court is basically determining is

1 that the judgment that will be entered today will se -- will
2 supercede or I guess subsume the judgment that was entered
3 February 13th, 2017 so that we have one judgment and it'll be
4 a principal sum that will accrue interest from the time that
5 it's entered on the unpaid principal payments pursuant to the
6 decree.

7 Now, Mr. Hamilton, do you understand what that
8 means? That means that the Court is saying based on these
9 findings that are incorporated by reference that she is
10 entitled to the principal sum that is unpaid, but that equity
11 does not allow her to benefit from her delay as it relates to
12 interest and penalties that would have been on the
13 amortization schedule. Now, I don't know whether that's going
14 to represent 30,000 or 40,000. I don't know what it's going
15 to be, but it's going to be in that ballpark probably. What
16 she's going to get to do is she's going to get to reset with
17 the judgment because frankly as we sit here today, right, this
18 thing should have been paid in full; is that correct?

19 MR. HAMILTON: That's correct, Your Honor.

20 THE COURT: Yeah. So what we do is we say that it
21 was not paid in full. He'll received a \$25,000 credit and
22 he'll receive the benefit of basically having all of the
23 interest after April 2017 disregarded in the form of a
24 principal judgment. Now, that principal judgment can be

1 collected by any lawful means. And what I would suggest you
2 do in your order because for the benefit of me and my clerk is
3 to make sure that you lay out your calculations so that we can
4 -- I mean, if I had more time or if I took this under
5 advisement I would probably --

6 MR. HAMILTON: Sure.

7 THE COURT: -- try to look at the schedules and --
8 and go through it. I need to make sure it's accurate. It's
9 going to be a substantial judgment --

10 MR. HAMILTON: Yeah.

11 THE COURT: -- but it's going to be substantially
12 less than what you've requested. Okay? So --

13 MR. HAMILTON: Fair enough.

14 THE COURT: -- now -- now Mr. Reynolds, the Court's
15 order and its findings are a final order in this case. If you
16 feel that the Court has erred, you know, not applied the law
17 correctly or made rulings that are adverse to you that are
18 wrong, you have a right to appeal this order to either the
19 Court of Appeals or the Nevada Supreme Court. That's
20 part of the process. This is the trial level or the -- the
21 District Court level. I've heard the evidence and I made the
22 rulings, both the legal rulings on the evidence and also on
23 the dispute. I'm not telling you to appeal or not appeal, but
24 I'm just telling you you have rights so you -- if you feel

1 that this Court has abused its discretion in the application
2 of the law or that its rulings are not supported by
3 substantial evidence, you have recourse. Do you understand?

4 Mr. Hamilton is going to prepare an order. The
5 order is going to be reviewed and submitted. When it's filed,
6 there will be a notice of entry of the order and you'll have
7 rights attached to that order. Okay? All right. We're done
8 for today. Mr. Hamilton, submit the order at your
9 convenience.

10 MR. HAMILTON: Will do. Thank you, Judge.

11 THE PLAINTIFF: Thank you.

12 (PROCEEDINGS CONCLUDED AT 11:26:51)

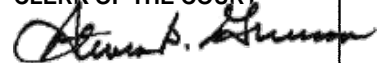
13 * * * * *

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

17
18 

19
20 _____
Adrian N. Medrano

21
22
23
24



1 **SATF**

2 FINE | CARMAN | PRICE
3 Michael P. Carman, Esq.
4 Nevada Bar No. 07639
5 8965 South Pecos Road, Suite 9
6 Henderson, NV 89074
7 702.384.8900
8 Mike@fcpfamilylaw.com
9 Movant

6 **DISTRICT COURT**
7 **FAMILY DIVISION**
8 **CLARK COUNTY, NEVADA**

8 SUSAN VICTORIA HAYDEN f/k/a
9 REYNOLDS,

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

10 Plaintiff,

11 vs.

12 ROBERT WILLIAM REYNOLDS,

13 Defendant.

14 **SATISFACTION OF JUDGMENT**

15 TO: SUSAN VICTORIA HAYDEN f/k/a REYNOLDS, Plaintiff;

16 TO: ROBERT WILLIAM REYNOLDS, Defendant:

17 Movant hereby acknowledges that the judgment for \$7,043.87 in
18 attorney's fees and costs filed on February 27, 2019, has been satisfied.
19 Accordingly, I hereby authorize and direct the Clerk of Court to enter this
20 Satisfaction of Judgment.

21 ///

1 Per NRS 53.045, "I declare under penalty of perjury that the
2 foregoing is true and correct."

3 DATED, April 20th 2021.

4 FINE | CARMAN | PRICE

5 
6

7 Michael P. Carman, Esq.
8 Nevada Bar No. 07639
9 8965 South Pecos Road, Suite 9
10 Henderson, NV 89074
11 702.384.8900
12 Mike@fcpfamilylaw.com
13 Counsel for Defendant
14 Robert William Reynolds
15
16
17
18
19
20
21

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that on this 20th day of April 2021, I caused the above and foregoing document entitled, Satisfaction of Judgment, to be served as follows:

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

To the following addresses:

Robert Reynolds
8616 Honey Suckle Trail
Austin TX 78759

Ryan Hamilton, Esq.
Hamilton Law, LLC
5125 S. Durango Dr. C
Las Vegas, NV 89113

Melody Tooley
Employee of FINE | CARMAN | PRICE

ORD

Ryan A. Hamilton, Esq.
Nevada Bar No. 11587

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Las Vegas, Nevada 89101

(702) 805-0418

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ryan@buchmillerlaw.com

Attorneys for the Plaintiff,

Susan Victoria Reynolds

**EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, STATE OF NEVADA**

SUSAN VICTORIA REYNOLDS,

Plaintiff,

vs.

ROBERT WILLIAM REYNOLDS,

Defendant.

Case No.: D-11-448466-D

Dept.: H

Date of Hearing: 4/15/2021

Time of Hearing: 9:00 a.m.

JUDGMENT ORDER FROM THE APRIL 15, 2021 HEARING

This matter coming on for hearing on the 15th day of April, 2021, upon
*Plaintiff's Motion for an Order to Enforce and/or for an Order to Show Cause
Regarding Contempt ("Plaintiff's Motion") and Defendant's Opposition and
Countermotion*, with Ryan Hamilton, Esq., appearing as attorney of record for
Plaintiff Susan Victoria Hayden, and Defendant Robert William Reynolds appearing
in Proper Person. The Court, having reviewed the papers and pleadings on file, and

1 having listened to the testimony of the parties and arguments of counsel, and good
2 cause appearing, finds as follows:

3 THE COURT HEREBY FINDS that the parties' Divorce Decree required
4 Defendant to pay Plaintiff One Million Dollars (\$1,000,000.00), amortized on a
5 monthly basis over eight (8) years. Interest for the first five (5) years of payments
6 was set at 3.5 percent (3.5%) per year. Interest for years six (6) through (8) was set
7 at 4.5 percent (4.5%) per year. The Decree attached an amortization schedule for
8 years one (1) through five (5) and another for years six (6) through eight (8).

10 THE COURT HEREBY FINDS that on February 13, 2017, the Court entered
11 Judgment against Defendant for unpaid amounts under the Divorce Decree in the
12 amount of \$117,734.53. The February 2017 Judgment related to amounts Defendant
13 had failed to pay up to and including May 2016. The post-judgment interest as of the
14 present date is \$32,360.07.¹ The total amount that Defendant presently owes from
15 the February 13, 2017 Judgment is \$150,094.60. As set forth below, this amount
16
17
18
19

20 ¹ Calculated as follows:

21 02/13/2017 - 06/30/2017 \$ 2,559.52(138 days @ \$18.55/daily @ 5.750%/year)
22 07/01/2017 - 12/31/2017 \$ 3,709.44(184 days @ \$20.16/daily @ 6.250%/year)
23 01/01/2018 - 06/30/2018 \$ 3,794.92(181 days @ \$20.97/daily @ 6.500%/year)
24 07/01/2018 - 12/31/2018 \$ 4,154.58(184 days @ \$22.58/daily @ 7.000%/year)
25 01/01/2019 - 06/30/2019 \$ 4,378.76(181 days @ \$24.19/daily @ 7.500%/year)
07/01/2019 - 12/31/2019 \$ 4,451.33(184 days @ \$24.19/daily @ 7.500%/year)
01/01/2020 - 06/30/2020 \$ 3,951.83(182 days @ \$21.71/daily @ 6.750%/year)
07/01/2020 - 12/31/2020 \$ 3,107.42(184 days @ \$16.89/daily @ 5.250%/year)
01/01/2021 - 05/13/2021 \$ 2,252.28(133 days @ \$16.93/daily @ 5.250%/year)

1 will be included in the instant Judgment so Plaintiff will have one operative
2 Judgment against Defendant.

3 THE COURT HEREBY FINDS that Defendant has not made any payments
4 to Plaintiff pursuant to the Divorce Decree since the Court entered Judgment against
5 him for nonpayment on February 13, 2017.

6 THE COURT HEREBY FINDS that Defendant has no legal defense for
7 failure to make payments to Plaintiff pursuant to the Divorce Decree. Defendant
8 raised as a defense Plaintiff's sale of the Obama Speech that Defendant received
9 under the Divorce Decree. The sale of the Obama Speech does not excuse
10 Defendant's nonpayment, but Defendant shall receive a credit in the amount for
11 which the speech sold: \$25,000.00.
12

13 THE COURT HEREBY FINDS that because of Plaintiff's delay in bringing
14 action to enforce the Divorce Decree after Defendant's nonpayment in 2017 that,
15 pursuant to the doctrine of laches, she is not entitled to collect the interest scheduled
16 in the Decree on the payments from April 2017 forward. Nothing in this paragraph,
17 however, shall bar Plaintiff from collecting post-judgment interest on these
18 payments.
19
20

21 THE COURT HEREBY FINDS that Defendant has not obtained a life
22 insurance policy as he was required to do in the Divorce Decree.
23
24
25

1 THE COURT HEREBY ORDERS that Defendant shall obtain a life
2 insurance policy under the same terms as he was required to do in the Divorce
3 Decree.

4 THE COURT HEREBY ORDERS that Plaintiff's Motion is GRANTED and
5 that Plaintiff is awarded Judgment against Defendant in the amount of **\$647,704.50**.
6 This amount includes (1) \$150,094.60 (the February 13, 2017 Judgment plus post-
7 judgment interest to date); plus (2) \$522,609.90 (the applicable monthly payments
8 under the amortization schedules attached to the Divorce Decree from June 2016²
9 forward); minus \$25,000.00 (Defendant's credit for the Obama Speech). Therefore,
10 the total amount reduced to judgment that Defendant owes to Plaintiff is
11 **\$647,704.50**. This judgment shall accrue interest at the legal rate and is collectible
12 by any and all legal means.
13

14 THE COURT FURTHER ORDERS that Defendant's Countermotion and
15 Opposition is DENIED.
16

17 THE COURT FURTHER ORDERS that as a Judgment Creditor Plaintiff has
18 the right to enforce the Judgment through any and all legal means, including without
19 limitation, a judgment debtor examination.
20

21 / / /

22 / / /

23
24
25 ² Pursuant to the Court's order, this amount includes both principal and interest for the months May 2016 through March 2017. For April 2017 forward, only the principal amounts under the amortization schedule are included because the Court found that the doctrine of laches barred the interest payments beginning April 2017.

The court incorporates the findings and conclusions made on the record at the hearing on April 15, 2021, by reference. (TAR)
IT IS SO ORDERED.

Dated this _____ day of _____, 2021.

Dated this 8th day of June, 2021



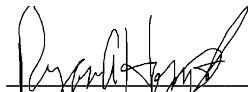
DISTRICT COURT JUDGE

64A 9E0 2E72 6149

T. Arthur Ritchie

District Court Judge

Respectfully submitted,



Ryan A. Hamilton, Esq.

Attorney for Plaintiff,

Susan Victoria Reynolds

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 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: 6/8/2021

16 "Michael P. Carman, Esq." .

mcarman@mpclawoffice.com

17 Susan Hayden

dirtyjeepgirl@yahoo.com

18 Robert Reynolds

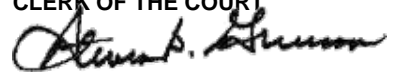
robertwreynolds1@gmail.com

19 Ryan Hamilton

ryan@buchmillerlaw.com

20 Daniel Tully

daniel@buchmillerlaw.com



COURT CODE: MOT

Your Name: _____

Address: _____

Telephone: _____

Email Address: _____

Self-Represented

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Plaintiff,

vs.

Defendant.

CASE NO.: _____

DEPT: _____

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

☐ **Yes.** Hearing Date: _____

Hearing Time: _____

☐ **No.** Chambers Decision: _____

**MOTION AND NOTICE OF MOTION TO SET ASIDE ORDER, JUDGMENT, AND/OR
DEFAULT**

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

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

(clerk will check one)

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

☐ Plaintiff / ☐ Defendant

MOTION

(Your name) _____ 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*)
-
-

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)* _____. 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):*

- ☐ 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):*

- ☐ Other *(Explain the reasons you want the default/order set aside):*

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.)*

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

DATED _____, 20____.

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

DECLARATION IN SUPPORT OF MOTION TO SET ASIDE

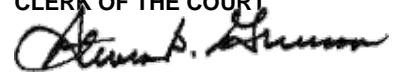
I declare, under penalty of perjury:

- 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 _____, 20____.

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



EXHS
Name: _____
Address: _____

Telephone: _____
Email Address: _____
In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

_____ Plaintiff, vs. _____ Defendant.	CASE NO.: _____ DEPT: _____ DATE OF HEARING: _____ TIME OF HEARING: _____
---	--

EXHIBIT APPENDIX

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

Table of Contents:

1. _____
2. _____
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4. _____
5. _____
6. _____
7. _____
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11. _____
12. _____
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DATED (*month*) _____ (*day*) _____, 20____.

Submitted By: (your signature) _____ /s/ _____
(print your name) _____

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

Submitted By: (your signature) ▶ /s/ _____

EXHIBIT _____



Robert Reynolds <robertwreynolds1@gmail.com>

Proposed Judgment Order

Robert Reynolds <robertwreynolds1@gmail.com>

20 May 2021 at 15:05

To: Daniel Tully <Daniel@hamlegal.com>

Cc: "Ryan A. Hamilton" <Ryan@hamlegal.com>

Hi Daniel & Ryan,

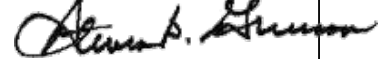
I have multiple issues with this order, so I ordered the court minutes from our last hearing yesterday to review what exactly was stated by the judge.

One example would be that the divorce decree clearly states that Susan is responsible for obtaining and maintaining a life insurance policy on me and I am merely responsible for cooperating with that process. In fact, I submitted all the necessary health records and documentation to Ms. Hayden on Jan 19, 2012.

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

I will get back to you with my specific objections to this order once I've received the court minutes. Thanks.

Robert Reynolds
(512) 806-3300
[Quoted text hidden]



OPP

Ryan A. Hamilton, Esq.
Nevada Bar No. 11587
HAMILTON LAW
5125 South Durango Drive, Suite C
Las Vegas, Nevada 89113
(702) 818-1818
(702) 974-1139 (fax)
Ryan@HamLegal.com
Attorneys for the Plaintiff

**EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, STATE OF NEVADA**

SUSAN VICTORIA REYNOLDS,

Plaintiff,

Case No.: D-11-448466-D

Dept.: H

vs.

ROBERT WILLIAM REYNOLDS,

Defendant.

Date of Hearing: August 3, 2021
Time of Hearing: 10:00 A.M.

**PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION
TO SET ASIDE ORDER, JUDGMENT, AND/OR DEFAULT**

COMES NOW, the Plaintiff, SUSAN VICTORIA REYNOLDS ("Susan"),
by and through her attorney, of HAMILTON LAW, and submits her
Opposition to the Defendant's ("Robert") *Motion to Set Aside Order,
Judgment, and/or Default*. Susan requests that the Court deny the
Defendant's Motion in its entirety.

///

///

1 the “final judgment order numbers are inaccurate as laches should have been
2 applied to the May 2016 judgment as well.” *Defendant’s Motion*, at p.3. But
3 that is wrong. Applying the doctrine of laches, the Court ruled that Plaintiff
4 could not collect interest on payments from March of 2017 forward. The
5 Court did so because Plaintiff delayed taking action after Defendant failed to
6 pay in 2017. The Court’s ruling did not apply to the previous Judgment.

7
8 Next, Defendant complains that the Judgment misstates his obligation
9 to obtain a life insurance policy. Defendant appears to claim that the
10 undersigned agreed with him on this point. Not so. Likewise, he appears to
11 claim that he discharged his obligation by providing Plaintiff’s counsel in
12 2012 his medical paperwork. Without belaboring the point, the Court ruled
13 at the April 15, 2021 evidentiary hearing that Defendant had failed to obtain
14 the required life insurance policy to protect Plaintiff’s interests under the
15 Decree.
16

17 Finally, the undersigned made multiple calls to Defendant after the
18 email correspondence Defendant attached to his Motion. Defendant did not
19 return those calls. Given that this case has dragged on and Defendant
20 appeared to be delaying, the undersigned submitted the proposed Judgment.
21

22 For all these reasons, the Court should deny Defendant’s Motion in its
23 entirety.

24 / / /

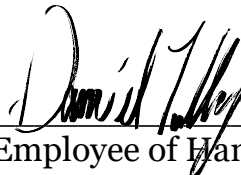
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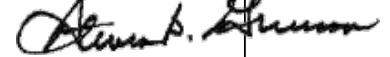
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CERTIFICATE OF SERVICE

Pursuant to FRCP 5(b), I certify that I am an employee of HAMILTON
LAW, LLC, and that on this 23rd day of June 2021, **PLAINTIFF'S**
OPPOSITION TO DEFENDANT'S MOTION TO SET ASIDE ORDER,
JUDGMENT, AND/OR DEFAULT was served via the Court's electronic
filing system and U.S. Mail to the following persons:

Robert Reynolds
8616 HoneySuckle Trail
Austin, TX 78759
(512) 806-3300
RobertWReynolds1@gmail.com
Defendant in Proper Person


Employee of Hamilton Law



1 **CODE: RPLY**

2 Robert Reynolds

3 *(Name)*

4 8616 Honeysuckle Trail

5 *(Mailing address)*

6 Austin TX 78759

7 *(City, state, zip code)*

8 512-806-3300

9 *(Telephone number)*

10 robertwreynolds1@gmail.com

11 *(E-mail address)*

12 Defendant
13 In Proper Person

14 **EIGHTH JUDICIAL DISTRICT COURT**
15 **CLARK COUNTY, NEVADA**

16 Susan Hayden ,

17 Plaintiff(s),

18 vs.

19 Robert Reynolds ,

20 Defendant(s).

Case No.: D-11-448466-D

Dept. No.: H

21 Date of
22 Hearing: August 3 2021

23 Time of
24 Hearing: 10am

25 **REPLY IN SUPPORT OF MOTION TO SET ASIDE**

26 Robert Reynolds, the (check one box for you) Plaintiff/ X Defendant/ Other (specify) in this
27 case, submits this reply in support of the MOTION TO SET ASIDE pending before the Court.

28 **MEMORANDUM OF POINTS AND AUTHORITIES**

29 I reply to the opposition filed by the opposing party and support my motion with the facts, law,
and legal analysis below:

1 My initial argument for relief under Rule 60b(1) to set aside the Final Order is structured around
2 the framework of the Yochum factors announced in *Yochum v. Davis*, 98 Nev. 484, 486, 653 P.2d 1215,
3 1216 (1982), which are as follows: (1) a prompt application to remove the judgment; (2) the absence of
4 an intent to delay the proceedings; (3) a lack of knowledge of procedural requirements; and (4) good
5 faith. After reviewing both the minutes and video hearing, **I also believe this Order should be set aside**
6 **not only under Rule 60b [(1)mistake, excusable neglect, (3)fraud and (6)any other reasons that**
7 **would justify relief], but also under both Rule 60a [Corrections Based on Clerical Mistakes;**
8 **Oversights and Omissions] and Rule 60 d(3)[set aside a judgment for fraud upon the court.** I am
9 aware that Fraud in this context should not be used lightly, which is why I will be attaching Exhibits in
10 my reply to support that claim.

11
12 As I stated in the original Motion to Set Aside that was filed on 6/10/2021, **I was unable to**
13 **participate in dialogue pertaining to filing an accurate Order due to the lack of communication**
14 **from Plaintiff's current Counsel, Ryan Hamilton, and also due to the Court's delay in providing me**
15 **access to both the Minutes of the Court and the video of the Court Hearing.** I failed to act in time due
16 to mistakenly believing that Mr. Hamilton wouldn't file the Order until I received and reviewed the
17 Minutes of the Court and video of the hearing. Additionally, e-mail has been the primary method of
18 communication throughout the proceedings with both Plaintiff and her counsel, especially if I was unable
19 to be reached by phone. Plaintiff's Counsel has not submitted any evidence of the numerous call attempts
20 he claims he made or that those calls were actually received on my end. During the single communication
21 I had with Mr. Hamilton, I objected to the accuracy of the Proposed Order and notified him that I could
22 not specifically detail its inaccuracies because I did not yet have the Minutes of the Court and video
23 hearing I needed to make those specifications.

24
25 Aside from the Plaintiff's Counsel's unprofessional behavior, the Court Clerk stated that their
26 automated system did not recognize my email request for the Minutes of the Court until the 3rd attempt
27 even though I received an automated email confirmation of a work order in progress immediately after
28 submitting my request. Upon receiving the Minutes of the Court on 6/16/21, I noticed glaring
29 inaccuracies, such as stating that I had Representation when I was, in fact, Pro Se, among many other

1 falsities. (EXHIBIT 1, 2) Also, my video hearing request was delayed by the Court due to the Court
2 Clerk initially sending me an incomplete version of the video hearing, which was missing the end portion
3 in which the Court made its final ruling. The Court Clerk admitted this error was due to them not noticing
4 that the video hearing was saved into two separate folders in my case file. No further explanation was
5 provided as to why that pertinent portion of the hearing video was being held in a separate folder.
6 (EXHIBIT 3) The missing end portion of the video hearing was received on 6/17/21 and does not reflect
7 what is in the Minutes of the Court nor in the Final Judgement Order. **Meaning that the Court Clerk**
8 **erred in its filing of the Minutes of the Court and that Plaintiff's Counsel submitted an Order that**
9 **was not consistent with the ruling of the Court, even after being made aware of it by me, and**
10 **furthermore submitted an Order that did not include any language on my rights to an appeal.**
11

12 Although Plaintiff's Counsel is accusing me of delaying, this is yet another attempt by the
13 Plaintiff to further unjustly enrich herself, as she has been the party responsible for causing delays from as
14 far back as May 2016, when she lied to the Court stating she was not hindering my sale of the Obama
15 Speech divorce asset and was not interfering with my ability to pay her. Evidence admitted in April 2021
16 showed that her father DID indeed interfere with the sale of the speech and in her own testimony she
17 stated, "*It was actually THEIR SPEECH. It wasn't really mine to give. It was a mistake that I made giving*
18 *it to Robert.*" (Video #1 - 33:00) She admitted she was not the rightful owner, thus misrepresenting her
19 assets in the initial Divorce Settlement. I could not have brought this to the Court's attention several years
20 ago as the Court implied at the hearing, discouraging me from filing a Rule 60b of the initial Divorce
21 Judgement, because I did not have proof of that mistake until now that she has admitted to it under oath.
22

23 "*[I]n order to set aside a judgment or order because of fraud upon the court under Rule 60 . . . it*
24 *is necessary to show an unconscionable plan or scheme which is designed to improperly influence the*
25 *court in its decision.*" *England v. Doyle, supra, 281 F.2d at 309. See also United States v. Standard Oil*
26 *Co. of California, 73 F.R.D. 612, 615 (N.D. Cal. 1977).*
27

28 Plaintiff and her Counsel have shown a concerning pattern of filing inaccurate numbers and facts
29 in both their Motions and in their Trial Evidence to cause me additional harm and to further enrich

1 Plaintiff. Plaintiff's testimony under oath and filings have also shown contradictory and false
2 statements. All with the belief that the Court will continue to overlook their purposeful inaccuracies and
3 grant the Plaintiff fraudulent relief. (Exhibit 4 - LIST OF INACCURACIES)

4
5 In May of 2016, Plaintiff caused me undue harm by interpreting that the Court ruled to reopen
6 discovery after the hearing, among other inaccuracies, when the Court had actually closed the case and
7 only gave Plaintiff the right to a debt examination. At that time, I did have Representation to have
8 dialogue with Plaintiff's Counsel, but **her substantial 8 month delay ended up causing me to go \$7,300**
9 **further into debt and made it more difficult for me to obtain further Counsel, as I was considered a**
10 **high risk client. At that time, the Court also would not get on a conference call with my Counsel**
11 **after various attempts to clarify the Judgement Order, which was only finalized when yet another**
12 **unnecessary hearing was held in December 2016. After argument from both of our Counsels, the**
13 **Court disagreed with Plaintiff's interpretation in her proposed Judgement Order and an accurate**
14 **Order was finally able to be submitted on February 2017.**

15
16 At the May 2016 hearing, the Court dismissed my accusations without prejudice that Plaintiff
17 hindered my ability to continue payments to her by interfering with my sale of the Obama Speech asset.
18 My claims were proven to be true immediately after the Final Order was filed, when in March
19 2017, Plaintiff delayed my ability to pay that Judgement by stealing my last asset of value, the Obama
20 Speech, the proceeds of which I was going to use to fulfill the Judgement debt. Everything that I had
21 warned the Court was happening at the May 2016 hearing and was dismissed without prejudice, indeed
22 occurred immediately after, which should show the Court who the credible Party is in this case.

23
24 Additionally, Plaintiff then further caused delay by waiting over 3 years to bring this matter to the
25 Court, in which she again submitted Motions with inaccurate amounts and withheld pertinent information
26 from the Court, such as her unjust enrichment from the sale of the Obama Speech. Plaintiff only
27 acknowledged the Speech and its sale 11 months after her initial filings in an attempt to save face. Her
28 filing was a deliberate attempt to obtain a Default Judgement and further delayed my ability to pay,
29

1 which would unjustly enrich Plaintiff with Interest.

2
3 **The doctrine of laches should apply to this most recent Final Judgement in its entirety as the**
4 **Court in its final ruling in regards to the Judgement entered February 2017 stated “*Frankly as we***
5 ***sit here today this thing should have been paid in full. So what we do is say that it was not paid in***
6 ***full. He’ll receive the \$25,000 credit and receive the benefit of basically having all of the interest***
7 ***after April 2017 disregarded in the form of a principal Judgement.*” (Video #3 54:30) and “she is**
8 **estopped from seeking interest” (Video #3 - 53:13)**

9
10 There is also no logical explanation to the fact that Plaintiff originally asked for \$616,873.95 at the
11 April hearing and was instructed by the Court to remove any Interest debt and credit me \$25,000 from
12 the sale of the Speech, yet her Counsel STILL submitted an amount in the Final Judgment Order of
13 \$647,704.50, an increase of over \$31,000. The Plaintiff has not now or ever in the past given an accurate
14 evidentiary basis for the dollar amounts she’s continually providing. The Court acknowledged this at both
15 the November 2020 and the April 2021 hearing. After seeing the schedule of arrears at the latter hearing
16 the Court stated, “*Yeah right, I mean seriously what is it? How could that be even considered by the*
17 *Court? There is no foundation for it and it talks about some 3.9 million dollars.*” (Video #1 - 24:14)

18
19 Plaintiff and her Counsel have continually attempted now and in the past, to submit inaccurate
20 information in order to receive a fraudulent ruling in their favor and have now successfully defrauded the
21 the Court in doing just that. **At no time during the final ruling or at any time did the Court mention**
22 **anything in regards to a life insurance policy. The fact That Plaintiff’s Counsel still added language**
23 **requiring me to obtain a life insurance policy for Plaintiff in the Final Judgement Order, when I**
24 **clearly detailed the Divorce Decree terms stating otherwise to him the only time we spoke, shows**
25 **behavior that exceeds negligence. In combination with past misfilings, this shows deliberate fraud.**
26 **On Page 3 - Lines 12-16 of Plaintiff's Opposition, her Counsel writes, “*Without belaboring the point,***
27 ***the Court ruled at the April 15, 2021 evidentiary hearing that Defendant had failed to obtain the***
28 ***required life insurance policy to protect Plaintiff’s interests under the Decree.*” After review of all 3**
29 **videos from the hearing, no such record exists of that ruling. Also, the Plaintiff was barred by the**
Court at the November 2020 hearing from relitigating any issues that were settled at the May 2016

1 **hearing (where our respective Counsels agreed after the hearing that the language in regards to life**
2 **insurance was clear in that Plaintiff had to both OBTAIN and MAINTAIN the policy.)**

3
4 I could not include the November 2020 Final Order as an Exhibit because Plaintiff had ignored the
5 Court's demand to file Final Judgment Orders for both the September and November 2020 hearings. The
6 Final Judgement Orders that were sent to me to review for those hearings were also inaccurate and I never
7 heard back from Plaintiff's Counsel when I brought this to their attention.

8
9 Furthermore, this Honorable Court has made a ruling in Plaintiff's favor even after my claims and
10 substantial evidence of her misconduct, fraud, blackmail, and theft, dismissing them as being a normal
11 occurrence in Family Court. **The Court also did not allow admittance of legally recorded telephone**
12 **calls made in Texas, a one party state, that unequivocally would have proven once and for all, in the**
13 **Plaintiff's OWN WORDS, that she coerced me to drop my Counsel and that she has been**
14 **defrauding both me and the Court for the last 6 years. I shouldn't owe her any more money under**
15 **the principle of estoppel due to her fraudulent conduct before, during, and NOW again after the**
16 **court proceedings.** The recordings I provided were legal as upheld by multiple Nevada Supreme Court
17 cases beginning with *McLellan v. State*, 124 Nev. 263, 182 P.3d 106 (2008). That Court ultimately held:

18
19 ***"that Nevada law allows the admission of evidence legally obtained in the jurisdiction seizing***
20 ***the evidence."*** *Id.* at 265, 182 P.3d at 108.

21
22 In *"Ditech Financial, LLC vs. Buckles*, 133 Nev. Adv. Op. 64 (September 14, 2017) *McLellan* was
23 further analyzed and that Court held:

24
25 ***"NRS 200.620 does not apply when the act of interception takes place outside Nevada. See id.***
26 ***Instead, "[i]nterceptions and recordings occur where made."*** *Kadoranian v. Bellingham Police Dep't*,
27 ***829 P.2d 1061, 1065 (Wash. 1992); see also State v. Fowler*, 139 P.3d 342, 347 (Wash. 2006) ("**[T]he test**
28 ***for whether a recording of a conversation or communication is lawful is determined under the laws of***
29 ***the place of the recording."*** Accordingly, whether the interception of telephone conversations with**

1 *Buckles and other putative class members was lawful is determined according to the laws of Arizona and*
2 *Minnesota, the places where the conversations were intercepted and recorded, not according to the laws*
3 *of Nevada where the calls were received. Therefore, we answer the certified question in the negative,*
4 *concluding that NRS 200.620 does not apply to recordings of telephone conversations with a person in*
5 *Nevada without that person's consent when the recordings are made by a party who is located and uses*
6 *recording equipment outside of Nevada."*

7
8 The interpretation of this case law is corroborated by mutiple sources (EXHIBIT 5,6) including
9 Scholarly Commons @ UNLV Boyd Law, an institutional repository administered by the Wiener-Rogers
10 Law Library at the William S. Boyd School of Law which writes :

11
12 *Ultimately, NRS 200.620 is inapplicable to the recording of interstate calls, between a person in*
13 *Nevada and an out-of-state caller, when the recording takes place outside of Nevada.*

14 *-Littlefield, Landon, "Ditech Financial, LLC vs. Buckles, 133 Nev. Adv. Op. 64 (September 14,*
15 *2017)" (2017). Nevada Supreme Court Summaries. 1078*

16
17 Case law supports the admission of pertinent evidence for the Family Court to make a fair ruling.
18 After several attempts during the most recent hearing to clarify these points to the Court to the best of my
19 ability, the Court advised that if I felt that I was still correct in that these calls were in fact admissible, that
20 I should file an appeal. I did not then, nor do I now, have the financial means to file independent action to
21 prove my case in Civil Court or much less Appellate Court and the Court now has an opportunity to set
22 this aside and listen to that evidence. Regardless, I can not even attempt to file said Appeal when the
23 information on record for the hearing in the Minutes of the Court and the Final Judgement Order are
24 grossly inaccurate. After enduring a ruling against me that I felt was unjust and not in accordance with the
25 law, I was then prohibited from participating in getting an accurate Order, putting me at an even bigger
26 disadvantage by **not allowing me my due process as set forth in the 14th Amendment of the United**
27 **States Constitution.** I do not expect any special treatment due to being Pro Se, but I have taken the time
28 to respect the Court by learning it's procedures and followed it to the best of my ability. I should, at the
29 VERY LEAST, be allowed to participate in my case, especially regarding something as important as a
Final Judgement Order.

1 Additionally, during the Evidentiary Hearing on April 2021 to obtain this Final Judgement Order,
2 the choreography of the Trial was highly confusing. Court procedures to direct and cross examine were
3 not followed in the proper order, thus making it even more difficult for me to obtain a Judgement in my
4 favor, due to my confusion of the unusual procedural order. I misunderstood the Court in regards to my
5 questioning towards Plaintiff, so I was not able to ask questions that would be considered Direct
6 Examination. When I did have the opportunity to question her, I only used questions that were consistent
7 with those asked in Cross Examination. I was waiting for the opportunity to Direct Examine Plaintiff after
8 I had been Cross Examined, but then the Court instead proceeded with its ruling,

9
10 When I attempted to submit evidence, the Court continuously discouraged said evidence stating it
11 was not a defense of payment, when I was attempting to show the Court her contradictory testimony. She
12 stated that there was cooperation in the sale of the speech, even though I provided emails that showed
13 otherwise. The Court then tried to shift my focus to defense of payment when my strategy was to prove
14 that Plaintiff was not a credible witness and has been defrauding myself and the Court from the start of
15 the divorce proceedings, and thus, isn't entitled to anything. I also had evidence that contradicted the
16 amount that she says she received from the speech that I wasn't able to present because I felt rushed by
17 the Court. The Court repeatedly told me that I wasn't making good use of my time, thus discouraging me
18 to present any additional evidence. I understood the need for time management, but considering the
19 hearing ended with 37 minutes left remaining of our allotted time, I believe I would have been able to
20 present said evidence.

21
22 The right to a trial by a fair and impartial Judge is a right to all citizens and I do not feel that I was
23 given the same treatment as Plaintiff. I believe that the Judge displayed a lack of impartiality that favored
24 the Plaintiff by excusing her lack of knowledge of the law, when it is imperative that litigants both learn
25 and follow the laws and rules of the Court for the Court system to function properly. It is also my belief
26 that the Plaintiff has had undue influence on the Court Clerk and am suspicious this had a direct effect on
27 the Court's delays. The Judge's and Clerk's impartiality is evidenced by a Google Review left by Plaintiff
28 in June 2021 under the name ShowMeKitties, which boasts, *"All the times I represented myself, Judge*
29 *Richie explained things to me in a way I would understand, rather than talk down to me because I didn't*

1 know “the law” as well.” “Awesome Judge and a great clerk as well.” (EXHIBIT 7) I find it highly
2 unusual for a Court Clerk to be specifically mentioned publicly with admiration in a case, especially
3 given the circumstances surrounding the Court’s delays in the same month which directly led to the
4 Court’s improper acceptance of the Plaintiff’s proposed Final Order. Title 28 U.S.C. § 455, contains a
5 provision (§ 455 a) that calls for recusal of a Judge not only when he is biased against a party, but
6 whenever a reasonable, disinterested observer would think he might be. Any reasonable observer
7 reviewing the April 2021 and previous video hearings would agree that actual bias existed. Actual bias
8 exists where a Judge can be shown to be so committed to a particular outcome that evidence and
9 arguments presented will not alter that outcome. The Court would rather ignore legally recorded calls
10 and believe that I willingly gave away my final asset and took the risk of that asset not selling for a
11 certain amount, when I had already done months of work to get it to auction and intended to follow the
12 court order and pay my judgement debt; then to believe with overwhelming evidence that Plaintiff
13 interfered with the sale of said asset, stole it through manipulation, filed multiple fraudulent motions and
14 then later lied to the Court about her unjust enrichment, and is now furthering enriching herself.

15
16 *Fraud on the court occurs when the judicial machinery itself has been tainted and thus where the*
17 *impartial functions of the court have been directly corrupted. Robinson v. Audi Aktiengesellschaft, 56*
18 *F.3d 1259, 1266 (10th Cir. 1995)*
19

20 While finality of Judgment matters, no worthwhile interest is served in protecting Judgements
21 obtained by misconduct. Plaintiff and her Counsel have attempted from the start to confuse the Court to
22 get what they want. It is unreasonable that these repeated misconducts are simply honest mistakes due to
23 the undeniable, consistent pattern of egregious misbehavior of the Plaintiff. The conduct at issue impedes
24 the Court from performing in the usual manner it’s impartial task of adjudging the case, thus impairing
25 the fairness of the proceeding. The Court has a judicial responsibility and is equipped with equitable
26 power to correct transgressions that occur before them, thus this Order should be set aside in its entirety
27 under Rule 60(b)(a)(d) and to course correct and acknowledge what has been ignored over the last 6
28 years, that Plaintiff has now and in the past, been allowed by the Court to harm me and should not be
29

1 entitled to any more relief. It is unfair and an undue burden to pass the buck to the Appellate Court system
2 when this Honorable Court has the proper jurisdiction to finally end this egregious behavior by the
3 Plaintiff.

4
5 After careful review of this reply and my Exhibits, if the Court still feels that this does not meet the
6 standards for setting aside the Order in its entirety and also refuses to allow me an impartial Judge to
7 present my admissible evidence, then at the very least, a hearing should be held to both fix the
8 inaccuracies in the Minutes of the Court and review the footage of the video hearing for an accurate
9 Final Order to begin an appeal process. It is important for the integrity of this Honorable Court to set
10 precedence for other Family Court cases to not allow egregious fraud and misinformation to go
11 unchecked. It is clear that Plaintiff and her Counsel are purposely manipulating the Court system to
12 further enrich the Plaintiff and cause me undue harm, and its time now for the Court to be extra diligent in
13 reviewing all the facts over the last 6 years to determine who is the one causing the delays in this Case,
14 defrauding the Court, and wasting the Court's valuable time. Ultimately, it comes down to the fact that if
15 Plaintiff had been truthful about the true nature of her ownership of the Obama Speech divorce asset at
16 the onset of the divorce proceedings, at the May 2016 hearing and other hearings, or with her numbers or
17 facts in ANY of her filings in the aftermath, I would not have had to waste time and money to
18 continuously keep coming back to Court to correct her misinformation, nor lost my job and company
19 funding due to the inordinate amount of time I've had to dedicate to these proceedings. Fraud and lies
20 should not be rewarded.
21
22

23 For the reasons stated above, the Court should grant the pending motion.

24 DATED this 22nd day of July, 2021.

25
26 I declare under penalty of perjury under the law of the State of
27 Nevada that the foregoing is true and correct.

28 

29 _____
(Signature)

Robert Reynolds

(Print Name)

Defendant

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 7/22/21, I served the above REPLY IN SUPPORT OF MOTION TO SET ASIDE, pursuant to NRCP 5(b), by depositing a copy of the same in the United States Mail in Las Vegas, Nevada, postage prepaid, to the address listed below *(insert names and mailing addresses of opposing parties' attorneys, or opposing parties directly if no attorneys):*

ESERVICE - Ryan Buchmiller

ESERVICE- Susan Hayden

(Insert date, signature, and name of person mailing document:)

DATED this 22nd day of July, 2020.

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



(Signature)
Robert Reynolds

(Print name)

DECLARATION

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Declarant, Robert Reynolds, swears and affirms under penalty of perjury that the following assertions are true and correct:

1. Declarant submits this Declaration in support of the Reply In Support of Opposition to Motion to Set Aside, filed by Ryan Hamilton, the (check one box) Plaintiff/ Defendant/ X Other (specify) Attorney in this case.

2. Declarant is competent to be a witness to the matters stated in this Declaration and could and would testify to those matters in a court of law, under oath, subject to the penalty of perjury.

3. Declarant has personal knowledge of the facts and circumstances set forth below gained through reviewing video of all court proceedings from May 2016 - April 21, 2021, studying case law, and my personal experience and interactions with the individuals mentioned, except where specifically stated upon information and belief.

4. Based upon Declarant's personal knowledge, Declarant states as follows:

1. That I have not now or in the past attempted to delay court proceedings.

2. That I have now and in the past acted in good faith

3. That Plaintiff and Counsel (possibly at her advice) have not now or in the past acted in good faith.

4. That I am entitled to impartial due process under the 14th amendment.

5. That this order be set aside.

DATED this 22nd day of July, 2021.

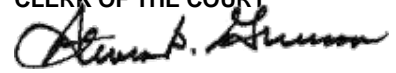
I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct, per NRS 53.045.



(Signature)

Robert Reynolds

(Print name)



EXHS

Name: Robert Reynolds
Address: 8616 Honeysuckle Trail
Austin, Tx 78727
Telephone: 512-806-3300
Email Address: robertwreynolds1@gmail.com
In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

<u>Susan Hayden</u> Plaintiff, vs. <u>Robert Reynolds</u> Defendant.	CASE NO.: <u>D-11-448466-D</u> DEPT: <u>H</u> DATE OF HEARING: <u>August 3</u> TIME OF HEARING: <u>10am</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 filed that these exhibits support) Reply in support of Motion to Set Aside. I understand that these are not considered substantive evidence in my case until formally admitted into evidence.

Table of Contents:

1. Email exchange for delay in my request for the minutes of the court
2. Inaccurate minutes of the court for April 2021 Hearing
3. Email exchange for delay in request for the video from the April 2021 hearing
4. List of Inaccuracies by Plaintiff and Counsel
5. UNLV BOYD SCHOOL OF LAW SUMMARIES Interpretation of Ditech vs Buckles
6. Appellate brief for admissibility of telephone calls in Nevada
7. Plaintiff June 2021 Google review for Honorable Judge T. Ritchie
8. _____
9. _____
10. _____

11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

DATED (month) July (day) 22, 2021.

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) July (day) 22, 2021, 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: Susan Hayden
Address: E-Serve
City, State, Zip: _____

DATED (month) July (day) 22, 2021.

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

EXHIBIT _____



Robert Reynolds <robertwreynolds1@gmail.com>

Requesting Minutes of the Court from Case # D-11-448466-D

Robert Reynolds <robertwreynolds1@gmail.com>

18 May 2021 at 22:21

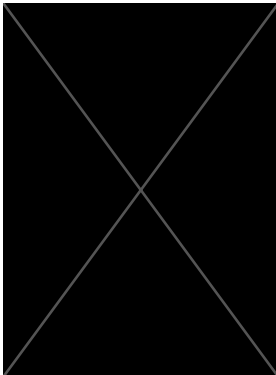
To: "Request, Records" <recordsrequest@clarkcountycourts.us>

Hi,

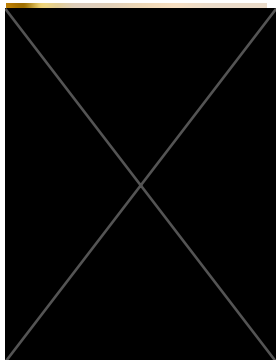
Please see attached ID to obtain the minutes from the court for Case:D-11-448466-D at the 4/15/21 hearing.
Thank you for your hard work. I appreciate your assistance.

Robert Reynolds
512 806 3300

2 attachments



IMG_0491.jpeg
2559K



IMG_0490.jpeg
2302K



Robert Reynolds <robertwreynolds1@gmail.com>

Automatic reply: Requesting Minutes of the Court from Case # D-11-448466-D

Request, Records <RecordsRequest@clarkcountycourts.us>

18 May 2021 at 22:22

To: Robert Reynolds <robertwreynolds1@gmail.com>

Your records request has been received and will be processed in the order received. All certification requests will be processed electronically per NRS 1.190(3) unless otherwise specified. A representative from our office will email once your order is ready with payment details***Please note that due to COVID 19 this may take up to 7 business days***

*Please note that if you need an immediate hard copy certified court record, you may visit the District Court's Clerk's Office on the 3rd Floor of the Regional Justice Center, [200 Lewis Ave. Las Vegas, NV 89155](#), which is now providing in-person services Mondays through Thursdays, 1:00 p.m. to 4:00 p.m. and on Fridays from 8:00 a.m. to 4:00 p.m. If you choose this option please reply to this email and cancel your electronic records request.



Robert Reynolds <robertwreynolds1@gmail.com>

Requesting Minutes of the Court from Case # D-11-448466-D

Robert Reynolds <robertwreynolds1@gmail.com>

9 June 2021 at 22:33

To: "Request, Records" <recordsrequest@clarkcountycourts.us>

I still have not received the minutes of the court I ordered on May 18,2021 and the plaintiffs lawyer submitted an inaccurate judgement order. When can I expect to receive the minutes so that I can review them and show the court that the final order is inaccurate.

Thank you ,
Robert

[Quoted text hidden]



Robert Reynolds <robertwreynolds1@gmail.com>

3RD request for Minutes of the court Case # D-11-448466-D

Robert Reynolds <robertwreynolds1@gmail.com>

16 June 2021 at 11:48

To: "Request, Records" <recordsrequest@clarkcountycourts.us>

Hello,

This is now my third request for the minutes of the court as well as inquiring why I still have not received the minutes that I requested on May 18 for the April 15th hearing. I was sent an auto reply saying it would be 7 business days but is now approaching one month. Please advise as to when I can expect to receive them.

Respectfully,

Robert Reynolds

(512)806-3300 Please leave a voicemail if I am unavailable.



Robert Reynolds <robertwreynolds1@gmail.com>

(ID 8481422) Work Order Notification - [[WO#8481422]]

Court Help Desk [Track-It!] <CourtHelpDesk@clarkcountycourts.us>
To: "robertwreynolds1@gmail.com" <robertwreynolds1@gmail.com>

17 June 2021 at 11:13

***** Reply to this email to append information to [[WO#8481422]] *****

Good morning,

Per my supervisor we did received your 1st and 2nd emails, unfortunately, these emails were not generated into our system for processing. When a records request is submitted and the customer adds "RE" on the subject line the system does not recognize the email to automatically assigned a work order number. Since, no work order numbers were assigned to these emails, therefore, the emails were not assigned to a clerk for processing.

Now on your 3rd request the "RE" was removed and replaced with "3RD" in which the system recognized and automatically assigned a work order #8481422. Once the work order is created, the work gets assigned to a clerk for processing.

Please contact the Evidence Vault at (702) 455-2597 for a copy of the worksheet as stated in the minutes.

Thank you.

Work Order#: 8481422
Summary: 3RD request for Minutes of the court Case # D-11-448466-D
Assigned Technician: Ramos, Ingrid
Computer Name:

Technician Notes:

Description:

Wednesday, June 16, 2021 9:48:26 AM by EmailRequestManagement
Work Order created via E-mail Monitor Policy: Records Request

From: robertwreynolds1@gmail.com
To: RecordsRequest@clarkcountycourts.us
CC:
Subject: 3RD request for Minutes of the court Case # D-11-448466-D

Information submitted 6/16/2021 9:48:26 AM by Robert Reynolds :

EXHIBIT 2

DISTRICT COURT
CLARK COUNTY, NEVADA

Divorce - Complaint**COURT MINUTES**

April 15, 2021

D-11-448466-D Susan Victoria Reynolds, Plaintiff
 vs.
 Robert William Reynolds, Defendant.

April 15, 2021 9:00 AM Evidentiary Hearing

HEARD BY: Ritchie, T. Arthur, Jr.**COURTROOM:** RJC Courtroom 03G**COURT CLERK:** Jefferyann Rouse**PARTIES:**

Robert Reynolds, Defendant, Counter
 Claimant, present

Susan Reynolds, Plaintiff, Counter Defendant, Ryan Hamilton, Attorney, present
 present

JOURNAL ENTRIES

- EVIDENTIARY HEARING

Due to Governor Sisolak's Stay Home for Nevada, directive Plaintiff appeared with her Attorney of Record Ryan Hamilton. Defendant was present with Attorney John Buchmiller whom appeared on behalf of Attorney Israel Kunin.

Upon the matter being called, opening remarks were heard by Attorney Hamilton as to outstanding issues related to the \$25,000.00, that was paid for President Baraca Obama's speech. Counsel stated Plaintiff is requested to be awarded \$5,000.00 for the speech and the amount be reduced to judgement.

Rebuttal remarks by Attorney Buchmiller as to Defendant's request for a credit in the amount of \$25,000.00

PRINT DATE:	06/16/2021	Page 40 of 41	Minutes Date:	November 01, 2011
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

Parties SWORN and TESTIFIED. (testimony and exhibits presented) see attached worksheet.

The Court noted concerns as to specific allegations. The Court further noted there was no contract signed or present.

Closing arguments presented.

THE COURT ORDERED,

Attorney Hamilton shall PREPARE the ORDER of the Court and include the MATHEMATICAL CALCULATIONS into the Court ORDERED. If Defendant feels the COURT ERRORED Defendant shall have the RIGHT to APPEAL the COURTS ORDER.

INTERIM CONDITIONS:

FUTURE HEARINGS:

PRINT DATE:	06/16/2021	Page 41 of 41	Minutes Date:	November 01, 2011
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

EXHIBIT 3



Robert Reynolds <robertwreynolds1@gmail.com>

Video request Reynolds vs Hayden 4/15/21

Video Requests, Attorney <videoa@clarkcountycourts.us>
To: Robert Reynolds <robertwreynolds1@gmail.com>

11 June 2021 at 08:50

Thank you for the information.

I found the last video saved in another folder.

I mailed the memory stick to you yesterday afternoon.

[Quoted text hidden]

EXHIBIT 4

Date Filed	Motion/ Plaintiff Statements /Defendant's Notes	Relief sought
May 2020	<p><u>Order To Show Cause</u></p> <p>Plaintiff States - "Robert Reynolds has failed to make ANY kind of payment despite Stipulated Divorce Decree" - "Robert Reynolds has not made any payments since June 12, 2012" - "Robert has not followed through with our Divorce Decree for 8 years"</p> <p>Defendant Notes Plaintiff blackmailed me to not show up to Court so she could get default judgment for the full amount.</p> <p>See Evidence Exhibits W, X, Y, Z Submitted at April 2021 Hearing Emails detailing blackmail to not bring up the Obama speech agreement in Court.</p>	<p>\$1,000,000 (1 MILLION)</p> <p>(Full Stipulated Divorce Decree Judgment) + \$600,000 in Additional Fees</p> <p>Total: \$1,600,000 (1.6 MILLION)</p>
Oct 2020	<p><u>Motion for Clarification of the Divorce Decree</u></p> <p>Plaintiff States - "Total Robert has paid to date: \$361,713.28"</p> <p>Defendant Notes Plaintiff was made aware that bank records don't exist after 8 years, so she then added \$57,190.45 of Interest from June 2012 to May 2016 that was never mentioned at the May 2016 hearing.</p>	<p>\$722,059.72</p>
Nov 2020	<p><u>Reply in Support of Motion for Clarification</u></p> <p>Plaintiff States - "The Defendant failed to make the first monthly payment on July 2012" - "Plaintiff request that Defendant be charged \$500 for each act of contempt against the Stipulated Divorce Decree"</p> <p>Judge Ritchie Comments at Nov 2020 Hearing (12:11) "She's asked for a judgment materially different than what she asked for in her filings."</p> <p>Defendant Notes The schedule of arrears in this reply attempts to show pre-payments by me as missed payments and Plaintiff further requests contempt charges. The non-payment only arose from her own behavior of not allowing me to sell the speech to pay the judgment debt, as it was my last remaining asset. Attempting to further enrich herself and leading me to believe that the matter was settled through her acquiescence.</p>	<p>\$741,321.18 + \$31,000 in Contempt Fees</p> <p>Total: \$771,321.18</p>
Jan 2021	<p><u>Plaintiff Exhibit 9 - Schedule of Arrears from May 2, 2016 Judgment</u></p> <p>Judge Ritchie Comments at April 2021 Hearing (Video #1) (24:14) "Yeah right. I mean seriously, what is it? How could that be even considered by the court? There is no foundation for it and it talks about some 3.9 million dollars." (26:37) "they're substantially less than what you're claiming."</p>	<p>\$3,814,356.11 (3.8 MILLION)</p>
Jan 2021	<p><u>Plaintiff Exhibit 10 - Schedule of Arrears from 06/1/2016 to Present</u></p>	<p>\$2,613,810.41 (2.6 MILLION)</p>
Feb 2021	<p><u>Pre Trial Memorandum</u></p> <p>Plaintiff States - (Page 2 - Lines 20-21) "Although Susan does not believe that either party was really entitled to the speech as neither party owned it." - (Page 3 - Line 4) "he still refused to pay" - (Page 4 - Lines 11-13) "nor has he paid on the judgement. Further, he did not even make one good faith payment, or offer to pay a lower amount. He paid nothing."</p> <p>Defendant Notes These statements are contradictory to Plaintiff's own April 2021 testimony that her sale of the speech was going towards the amount owed on the judgement debt. If she indeed made this agreement and had knowledge of it, why would she file court paperwork not mentioning the supposed agreement to reduce the judgement debt? Choosing instead to word her filing to lead the Court to believe that no payment attempts had been made. Why would she omit the facts that I was the only legal owner through the final divorce decree and that she, by her own testimony, misrepresented her assets in the divorce settlement?</p>	<p>\$616,873.95</p>

Date Filed	Motion/ Plaintiff Statements /Defendant's Notes	Relief sought
Jun 2021	<p><u>Final Judgement Order</u></p> <p>Defendant Notes Plaintiff's Counsel includes Interest even after the Court ordered a Judgment Order in <u>Principal Sum ONLY</u>. Even if the Court were to suggest that waiving interest does not apply to the previous judgment, because it should have been paid, the fact is that the judgement would have been paid if the speech sale had not been interfered with by Plaintiff. Additionally, if as Plaintiff stated in her testimony, that any sale of the speech would be deducted from the judgement debt, then the amount it sold for should have been deducted from that judgement and the interest would be much lower and still not reflect what is shown in the Final Order.</p>	\$647,704.50

Hearing Date	Plaintiff's Testimony/Comments by Defendant	Time Stamp
May 2016	<p>Attorney Michael Carman: "Um, this is a case where the direct actions of she and her family subsequent to the decree of divorce have affected his ability to pay directly. And then this Obama speech thing I understand, uh, you know, equitable remedies such as reformation are pretty extreme judge, but this is also a case where she's trying to hold him in contempt when he potentially has the key to pay her off with that speech. And it was represented that it was marketable. It was represented that it was lawfully obtained."</p> <p>(In regards to her father's actions) "Uh, your honor, it's someone who acted in concert with her during the divorce case, who's acting in concert with her afterwards. And I do think that he is an agent of Ms. Reynolds when it comes to that speech."</p> <p>Susan Hayden: "Um, I'm wanting to say that my father, not that it's really relevant. He did everything that he could to prove it. We had no reason to not want him to sell the speech. We didn't. Um, my father has text messages between him and Robert emails back and forth where Robert even says himself that I sent him the credentials I didn't need to, it wouldn't even say in the divorce decree that I needed to send him the credentials he called me and asked me."</p> <p>Defendant Notes At the April 2021 hearing evidence was admitted as Exhibit E with an email from her father contesting my LEGAL ownership of the speech. He also stated that he had never cooperated in the sale of the speech, nor gave me access to his credentials, thus showing that Plaintiff was not telling the Court the truth about her actions and was only trying to enrich herself.</p>	6:16 - 10:53
Sep 2020	<p>Judge Ritchie: "Uh, but you have to take a position under oath as to whether or not you made some sort of agreement to give him credit for some payments, for some speech that was sold. It's not part of the decree and you either are going to acknowledge that it was sold and you received the money and that should be a credit, or you're gonna take the position that you didn't have an agreement with him either way. The court needs to know that before we adjudicate. You haven't been paid your million dollars that was due plus the interest over the eight years, right?"</p> <p>Susan Hayden: "Correct."</p> <p>Judge Ritchie: "\$117,734 and change was adjudicated through May 2016. And that is more than four years ago now. And you've alleged that he basically hasn't made any of the monthly payments since then. Are you sure?"</p> <p>Susan Hayden: "Yes."</p> <p>Judge Ritchie: "You put in your papers that he's paid you nothing. And that you, then you just said that you're, the net amount that you got from the speech was \$6,000."</p> <p>Susan Hayden : "Correct."</p> <p>Defendant Notes Plaintiff states under oath that she is still owed ONE MILLION DOLLARS plus interest and does not acknowledge the \$300,000 verbal agreement she claims to have made under oath at her April 2021 testimony. She is given several opportunities by the Court to tell the Court that there was a verbal agreement, <u>BUT NEVER DOES</u>.</p>	1:35-3:01

Date Filed	Motion/ Plaintiff Statements /Defendant's Notes	Relief sought
Apr 2021	<p>Susan Hayden: "I was hoping for \$300,000. That is all I really wanted from it. We had agreed that our verbal agreement was contingent upon the fact that it would sell for at least \$300,000, then I would just never pursue him in Court again, but we would continue on with our verbal agreement because we were moving forward in our relationship of trust. Because we've known each other for so long, that we were going to trust each other and I was just never going to take him to Court again. A verbal agreement."</p> <p>Defendant Notes By her own testimony Plaintiff admits that she would not take me back to Court if the speech sold for more than \$300,000. I was not privy to what the speech sold for after she stole it and I never received a Court summons in 3 years. Therefore, it would be reasonable for me to assume that the speech sold for \$300,000 or more and that the matter was settled. Instead, she filed a motion stating I hadn't made a single payment and was seeking One Million Dollars, while holding me under the duress of blackmail to not show up to Court and defend myself. Additionally, Plaintiff lied in her motions using language that reflected fear of me and injected undue emotionalism into the proceeding to arouse sympathy on the part of the Courts by saying she was nervous and that I was taxing when all the while she was concealing the truth that she was the one hiding essential facts to the case and harassing and blackmailing me.</p>	40m 24s
Apr 2021	<p>Susan Hayden: "Robert sold it. He did all the stuff with Golden Auctions and he set all that stuff up and he just signed it over to me saying that he wanted me to trust him. So he signed it over and said I want you trust me. I lied to you for so long and here you go. I want us to have a good relationship."</p> <p>Defendant Notes Plaintiff infringed on my labor of doing all the work to take the speech to auction and then proceeding to steal it and enrich herself with the promise of wiping my divorce debt.</p>	33m 38s
Apr 2021	<p>Susan Hayden : "Goldin Auction gets 50 percent and I got the other 50 percent to split with my father's coworkers and I had told Robert I would take whatever I got off of what he owed me."</p> <p>Defendant Notes This is NOT what Plaintiff filed in her May 2020 motion, instead stating that no payments had been made. It's also not the position she took at the September 2020 hearing, when under oath, she denied an agreement was made. Additionally, she made the same comments as above in evidence she admitted at the April 2021 hearing as Exhibits W, X,Y, Z, which were emails from the weekend prior to the September 2020 hearing stating she was going to tell the Judge that she was going to credit the sale of the speech. She only offered it at the April 2021 to try and save face and to mislead the Court into thinking she was being gracious in her actions.</p>	38m 31s
Apr 2021	<p>Ryan Hamilton: "What was needed from you to authenticate the speech?"</p> <p>Susan Hayden: "My father needed an affidavit and he needed an affidavit from the other 3 guys."</p> <p>Defendant Notes In my opposition to her Order to Show Cause filed in April 2016, I wrote on (Page 5 - Lines 17-24) and (Page 6 - Lines 1-6) that I needed Susan's father and his coworkers to provide these affidavits and they would not. The Court dismissed this defense without prejudice at the May 2016 hearing. It is telling that the affidavits were only provided when Susan was in possession of the speech, but not when I was trying to sell the speech to pay the judgement debt to her.</p>	39m 21s

EXHIBIT 5



Scholarly Commons @ UNLV Boyd Law

Nevada Supreme Court Summaries

Law Journals

9-14-2017

Ditech Financial, LLC vs. Buckles, 133 Nev. Adv. Op. 64 (September 14, 2017)

Landon Littlefield

University of Nevada, Las Vegas – William S. Boyd School of Law

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Recommended Citation

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Nevada Supreme Court Summaries. 1078.
<https://scholars.law.unlv.edu/nvscs/1078>

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CONSTITUTIONAL LAW: Interception of Wire Communications

Summary

In an en banc opinion, the Court determined that NRS 200.620² does not apply to telephone recordings made by a party outside of Nevada who uses equipment outside of Nevada to record a conversation with a person in Nevada without that person's consent.

Background

This case arose out of a class action suit brought by Sanford Buckles against Ditech Financial LLC, a home mortgage services headquartered in Florida with calling centers in both Arizona and Minnesota. Buckles, a customer of Ditech and resident of Nevada, alleged in his complaint that Ditech violated NRS 200.620 by unlawfully recording conversations without his consent.

Discussion

NRS 200.620 does not apply to telephone conversations intercepted out of state

The core of Ditech's argument is that NRS 200.620 does not apply because the "interception" took place outside of Nevada. NRS 179.430 defines "[i]ntercept" as "the aural acquisition of the contents of any wire, electronic or oral communication through the use of any electronic, mechanical or other device or of any sending or receiving equipment" On the other hand, Buckles argued that the statute applies because there are no location-based limitations in the statute and Ditech's conduct caused harm in Nevada.

The Court held that NRS 200.620 does not apply when the interception takes place outside of Nevada. Rather, "[i]nterceptions and recordings occur where made."³ Whether the recordings of Buckles and other class members is not determined by Nevada law, which is where the calls were received. Instead, whether the recordings were lawful is determined under Arizona and Minnesota law, the places where the calls were intercepted and recorded.

Conclusion

Ultimately, NRS 200.620 is inapplicable to the recording of interstate calls, between a person and Nevada and out-of-state caller, when the recording takes place outside of Nevada.

¹ By Landon Littlefield

² NRS 200.620 prohibits the interception and attempted interception of wire communication.

³ *Kadoranian v. Bellingham Police Dep't*, 829, P.2d 1061, 1065 (Wash. 1992)

EXHIBIT 6

APPELLATE BRIEFS

By: Paul Georgeson, McDonald Carano Wilson, LLP

TAPING PHONE CALLS

Most Nevada attorneys are at least generally aware of the Nevada law that prohibits a person from recording a telephone call without consent of the other party to the call. In fact, many have had uncomfortable conversations with clients explaining that they weren't allowed to secretly record the telephone call that they want to use in their case. In the recent case of *Ditech Financial LLC, f/k/a Green Tree Servicing, LLC v. Sanford Buckles*, 133 Nevada Adv. Op. 64 (Sept. 14, 2017), the Nevada Supreme Court was faced with the question of whether the prohibition against recording phone calls without consent applies if the recording was made by someone outside Nevada who uses recording equipment that is also located outside of the state.

In *Ditech*, Sanford Buckles, a Nevada resident, sued Ditech in federal court in Nevada. Buckles alleged that Ditech, which was headquartered in Minnesota, with call centers in Arizona and Minnesota, recorded his phone calls without his consent. He argued that secret recording of his calls violated NRS 200.620, and sought damages under the statute's private right of action provisions. Ditech responded by filing a motion to dismiss. In its motion, Ditech argued, first, that NRS 200.620 does not apply to telephone calls recorded by persons located outside of the state on equipment that is also located outside of Nevada. Second, Ditech argued that if the statute were to apply to such situations, the statute would violate the United States Constitution's Due Process Clause and Dormant Commerce Clause. In reviewing the motion, the federal court determined that the outcome of Ditech's motion hinged upon whether or not NRS 200.620 applies to recordings made outside of the state on equipment

located outside of the state. Seeking guidance on that issue, the federal court certified the question to the Nevada Supreme Court pursuant to NRAP 5. The fundamental question presented to the Nevada Supreme Court upon certification was whether NRS 200.620 applies to recordings of telephone conversations with a person in Nevada without that person's consent, when the person recording the conversation, and the equipment recording the conversation, are not located in Nevada.

By its express terms, NRS 200.620 does not specifically prohibit the secret recording of telephone calls. Instead, it is a "wiretap" statute. Specifically, the relevant provisions of the statute provide that "it is unlawful for any person to intercept or attempt to intercept any wire communication unless the interception or attempted interception is made with the prior consent of one of the parties to the communication." NRS 600.620(1)(a). However, in prior cases, the Supreme Court determined that the tape recording of telephone conversations constitutes the "intercept" of those conversations. Therefore, the Court determined that NRS 200.620 prohibits the taping of telephone conversations with the consent of only one party. *See, e.g. Lane v. Allstate Ins. Co.*, 114 Nev. 1176, 1179, 969 P.2d 938, 940 (1998).

On appeal, Ditech argued that the statute could not apply, because the allegedly prohibited conduct, the interception, took place outside of Nevada. Buckles argued, however, that because he was in Nevada, and because the harm occurred to him in Nevada, the statute did apply.

In reviewing the arguments, the court looked to the prior Supreme Court case of *McLellan v. State*, 124 Nev. 263,

182 P.3d 106 (2008), for guidance. In that case, the Court addressed whether an out-of-state recording of a conversation with a person in Nevada made without that person's consent could be admitted as evidence at their criminal trial. There, the "interception," i.e., the recording, took place in California. In *McLellan*, which focused solely on the issue of admissibility, the Court concluded that the recording was permissible in California. Therefore, because the recording was permissible at the location where the recording occurred, it was admissible in a Nevada criminal trial, even though the manner of interception would have violated Nevada law "had the interception taken place in Nevada." In the present case, the Supreme Court followed that line of reasoning. Citing two cases from Washington, the Court adopted a standard that "interceptions and recordings occur where made." Consistent with that reasoning, the Court concluded that the conversations were intercepted and recorded in Arizona and Minnesota, the location of Ditech's call centers, not in Nevada. Therefore, because the interceptions and recordings did not take place in Nevada, they did not violate NRS 200.620. Specifically, the Court determinatively answered the question by concluding that NRS 200.620 does not apply to recordings of telephone conversations with a person in Nevada without that person's consent, when the recordings are made by a party who is located outside of the state of Nevada and who uses recording equipment that is located outside of Nevada.

Paul Georgeson is a partner at McDonald Carano and practices primarily in the areas of commercial litigation, construction law, and appellate law. He is a member of the firm's Appellate Practice Group and regularly handles appeals and writ proceedings in state and federal courts.

EXHIBIT 7

Write a review

2.3

3 reviews 

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I've been going back to court on and off for 10 years. Judge Richie has been nothing but fair. All the times I represented myself, Judge Richie explained things to me in a way I would understand, rather than talk down to me because I didn't know "the law" as well. In my opinion I feel Judge Richie does a great service to the state of Nevada and I'm grateful that he was my Judge for all these years. Finally, he put an end to this decade long battle. Honorable is right... Awesome Judge and a great clerk as well. ❤️



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5 **DISTRICT COURT**
6 **FAMILY DIVISION**
7 **CLARK COUNTY, NEVADA**
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10 SUSAN REYNOLDS,)
11 Plaintiff,) CASE NO. D-11-448466-D
12) DEPT. NO. "H"
13
14 vs.)
15 ROBERT REYNOLDS,) **DECISION AND ORDER**
16 Defendant.)
17 _____)

18 Date of Hearing: N\A Time of Hearing: N\A

19 This decision and order concerns Robert Reynolds' motion to set aside the
20 Order that was filed on June 8 2021, following the April 15, 2021, evidentiary
21 hearing. The motion to set aside was filed on June 9, 2021. A Notice of Hearing
22 was filed on June 22, 2021, setting the motion for hearing on August 3, 2021, at
23 10 a.m. The court reviewed the motion, the opposition, and the reply to
24 opposition prior to the hearing. The court made findings and conclusions on the
25
26
27

1 record at the hearing on April 15, 2021, and the Order filed on June 8, 2021,
2 accurately reflects the court's decision. The court concludes that the motion to
3 set aside lacks merit and should be denied. If Mr. Reynolds believes that the
4 judgment is not supported by sufficient proof, or that the court made errors, the
5 matter can be appealed. Robert Reynolds' motion was reviewed pursuant to
6 EDCR 2.23 (c), which provides, in part:
7
8

9 (c) The judge may consider the motion on the merits at any time
10 with or without oral argument, and grant or deny it.
11
12

13 Therefore,

14 **IT IS HEREBY ORDERED** that Robert Reynolds' motion to set aside the
15 Order filed on June 9, 2021, is denied.
16

17 **IT IS FURTHER ORDERED** that the hearing scheduled for August 3,
18 2021, at 10a.m. is vacated.
19

20 Dated this 30th day of July, 2021

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23 3C9 685 BAE1 E623
24 T. Arthur Ritchie
25 District Court Judge
26
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1 **CSERV**

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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 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: 7/30/2021

16 "Michael P. Carman, Esq." .

mcarman@mpclawoffice.com

17 Ryan Hamilton

ryan@hamlegal.com

18 Susan Hayden

dirtyjeepgirl@yahoo.com

19 Robert Reynolds

robertwreynolds1@gmail.com

20 Ashley Burkett

ashley@buchmillerlaw.com

21 Daniel Tully

daniel@hamlegal.com

22 Bailey Donnell

bailey@buchmillerlaw.com

23 Christen Earle

christen@buchmillerlaw.com

24 Kelly Terrell

kelly@buchmillerlaw.com



**DISTRICT COURT
CLARK COUNTY, NEVADA**

SUSAN VICTORIA REYNOLDS,
PLAINTIFF
VS.
ROBERT WILLIAM REYNOLDS,
DEFENDANT.

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

NOTICE OF ENTRY OF ORDER

TO: ALL PARTIES AND/OR THEIR ATTORNEYS

Please take notice that an Order was prepared by the court. A copy of the Order is attached hereto, and the following is a true and correct copy thereof.

I hereby certify that on or about the file stamp date the foregoing Notice of Entry of Order was:

☒ E-served pursuant to NEFCR 9 or mailed to proper person litigants, via first class mail, postage fully prepaid to:

Ryan Hamilton
Hamilton Law
5125 S Durango DR STE C
Las Vegas, NV 89113

Robert William Reynolds
8616 Honey Suckle TRL
Austin, TX 78727

PLAINTIFF

DEFENDANT

/s/ Kim Jones
Kim Jones
Judicial Executive Assistant
Department H

1 ORDR
2
3
4

5 **DISTRICT COURT**
6 **FAMILY DIVISION**
7 **CLARK COUNTY, NEVADA**
8
9

10 SUSAN REYNOLDS,)
11 Plaintiff,) CASE NO. D-11-448466-D
12) DEPT. NO. "H"
13 vs.)
14)
15 ROBERT REYNOLDS,) **DECISION AND ORDER**
16 Defendant.)
17)

18 Date of Hearing: N/A Time of Hearing: N/A

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23 3C9 685 BAE1 E623
24 T. Arthur Ritchie
25 District Court Judge
26
27
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1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4
5
6 Susan Victoria Reynolds,
7 Plaintiff

CASE NO: D-11-448466-D

8 vs.

DEPT. NO. Department 11

9 Robert William Reynolds,
10 Defendant.

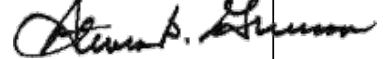
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13 Court. The foregoing Order was served via the court's electronic eFile system to all
14 recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 7/30/2021

16 "Michael P. Carman, Esq." ,	mcarman@mpclawoffice.com
17 Ryan Hamilton	ryan@hamlegal.com
18 Susan Hayden	dirtyjeepgirl@yahoo.com
19 Robert Reynolds	robertwreynolds1@gmail.com
20 Ashley Burkett	ashley@buchmillerlaw.com
21 Daniel Tully	daniel@hamlegal.com
22 Bailey Donnell	bailey@buchmillerlaw.com
23 Christen Earle	christen@buchmillerlaw.com
24 Kelly Terrell	kelly@buchmillerlaw.com

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1 **NOAS**
LAW OFFICES OF F. PETER JAMES, ESQ.
2 F. Peter James, Esq.
Nevada Bar No. 10091
3 3821 West Charleston Boulevard, Suite 250
Las Vegas, Nevada 89102
4 Service@PeterJamesLaw.com
702-256-0087
5 702-256-0145 (fax)
Counsel for Defendant

6
7 **DISTRICT COURT, FAMILY DIVISION**
CLARK COUNTY, NEVADA

8 SUSAN VICTORIA REYNOLDS,
9 Plaintiff,

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

10 vs.

NOTICE OF APPEAL

11 ROBERT WILLIAM REYNOLDS,
12 Defendant.

14 Notice is hereby given that Defendant, Robert Reynolds, by and through
15 his counsel, F. Peter James, Esq., hereby appeals to the Supreme Court of Nevada
16 from the Order entered on July 30, 2021.

17 Dated this 30th day of August, 2021 /s/ *F. Peter James*

18 LAW OFFICES OF F. PETER JAMES
F. Peter James, Esq.
19 Nevada Bar No. 10091
3821 W. Charleston Blvd., Suite 250
20 Las Vegas, Nevada 89102
Counsel for Defendant

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CERTIFICATE OF SERVICE

I certify that on this 30th day of August, 2021, I caused the above and foregoing document entitled **NOTICE OF APPEAL** to be served as follows:

- ☒ pursuant to EDCR 8.05(A), EDCR 8.05(F), NRCp 5(b)(2)(D) and Administrative Order 14-2 captioned “In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court,” by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system;
- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

to the attorney(s) / party(ies) listed below at the address(es), email address(es), and/or facsimile number(s) indicated below:

Ryan A. Hamilton, Esq.
5125 South Durango Drive C
Las Vegas, Nevada 89113
702-818-1818
ryan@hamlegal.com
Counsel for Plaintiff

By: /s/ F. Peter James

An employee of the Law Offices of F. Peter James, Esq., PLLC