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Elizabeth A. Brown
Clerk of Supreme Court

10
11 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

12 DENNIS KOGOD,

Case No. 71147

13 Appellant,

14 vs.

15 GABRIELLE CIOFFI-KOGOD,

16 Respondent.
17 _____/

18
19 **APPEAL FROM THE EIGHTH JUDICIAL DISTRICT COURT**
20 _____

21
22 **APPELLANT'S APPENDIX**
23 **Volume 1**
24 _____
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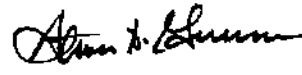
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Plaintiff's Exhibit 132-5- Gabrielle's expert, Mr. Marc Herman's updated Appraisal dated January 30, 2016	41	7985-8021
Plaintiff's Exhibit 132-6- Dennis' expert, Ms. Jennifer L. Bosco's appraisal Dated March 7, 2016	41	8022-8041
Plaintiff's Exhibit 133- Gabrielle's Banana Republic Luxe X4713 Dated March 4, 2016	32	6024-6026

<u>DOCUMENT</u>	<u>VOLUME</u>	<u>PAGE NO.</u>
Plaintiff's Exhibit 134- Gabrielle's Discover Card X5161 dated February 11, 2016	32	6027-6029
Plaintiff's Exhibit 135- Gabrielle's Discover Card X5161 dated March 11, 2016	32	6030-6033
Plaintiff's Exhibit 136- Gabrielle's Kohl's Card X2557 Dated January 7, 2016	32	6034-6036
Plaintiff's Exhibit 137- Gabrielle's Kohl Statement X2557 dated February 5, 2016	32	6037-6039
Plaintiff's Exhibit 138- Gabrielle's American Express Statement X9677 dated February 12, 2016	32	6040-6042
Plaintiff's Exhibit 139- Gabrielle's Nordstrom X992 dated February 11, 2016	32	6043-6048
Plaintiff's Exhibit 140- Gabrielle's Nordstrom X992 dated March 13, 2016	32	6049-6052
Plaintiff's Exhibit 141- Bank of America Merrill Lynch X0129 Statement dated March 1, 2016 through March 31, 2016	32	6053-6058
Plaintiff's Exhibit 142- Bank of America Merrill Lynch X6446 Statement Dated February 29, 2016	32	6059-6066
Plaintiff's Exhibit 143- Bank of America Merrill Lynch primary account 7GS-10588 dated February 29, 2016 (also includes secondary accounts 7GS-10637, 7GS-10588, 7GS-10093)	32	6067-6124
Plaintiff's Exhibit 144- Gabrielle's UBS account FN-20329 GM Dated March, 2016	32	6125-6132
Plaintiff's Exhibit 145- Gabrielle's UBS account FN 13134 GM Dated March, 2016	32	6133-6146
Plaintiff's Exhibit 146- Gabrielle's UBS account FN 12743 GM Dated March, 2016	32	6147-6160
Plaintiff's Motion to Compel Discovery, For Sanctions, and Attorney's Fees and Costs filed on June 21, 2016	42	8072-8081
Plaintiff's Opposition to Defendant's Motion to Stay Enforcement Of Decree of Divorce and for Other Related Relief and Countermotion for Attorney's Fees filed on October 12, 2016	46	9149-9166
Reply to Counterclaim for Divorce filed on December 5, 2014	1	25-27
////		

<u>DOCUMENT</u>	<u>VOLUME</u>	<u>PAGE NO.</u>
Reply in Support of Motion for an Order to Cause to Hold Gabrielle Cioffi-Kogod in Contempt for Failure to Comply with the Discovery Commissioner's Recommendation Regarding Service of Jennifer Crute Steiner and for Attorney's Fees and Costs; and Opposition to Countermotion for sanctions and Attorney's Fees filed on October 12, 2015	2	336-345
Reply in Support of Defendant's Motion to Compel Discovery and for Attorney's Fees and Costs, and Opposition to Plaintiff's Countermotion for Protective Order filed on January 13, 2016	3	583-586
Reply to Plaintiff's Motion to Compel Discovery, for Sanctions, Attorney's Fees and Costs and Opposition to Countermotion for Sanctions, Attorney's Fees and Costs filed on July 13, 2016	42	8154-8192
Reply in Support of Motion to Stay Enforcement of Decree of Divorce and For Other Related Relief; and Opposition to Countermotion for Attorney's fees filed on October 14, 2016	46	9175-9180
Reply to Opposition to Motion for Attorney's Fees and Costs filed on October 17, 2016	46	9181-9186
Stipulation and Order filed on August 10, 2015	1	201-204
Stipulation and Order filed on December 15, 2015	2	405-406
Summons filed on May 15, 2014	1	17-18
Supplemental Billing Statements of Attorney's Fees and Costs filed on March 11, 2016	40	7708-7720
Supplement to Plaintiff's Motion for Attorney's Fees and Costs filed on September 21, 2016	46	8945-9027
Transcript Re: All Pending Motions (Hearing on June 26, 2015) filed on July 9, 2015	1	179-200
Transcript Re: Motion to Stay (Hearing on Wednesday September 21, 2016) filed on December 29, 2016	2	275-286
Transcript Re: All Pending Motions (Hearing on Wednesday October 14, 2015) filed on December 29, 2016	2	346-393
Transcript Re: All Pending Motions (Hearing on Friday January 15, 2016) filed on December 29, 2016	3	587-646
Transcript Re: All Pending Motions (Hearing on Wednesday, February 17, 2016) filed on December 29, 2016	4	739-779
Transcript Re: Non-Jury Trial (Tuesday, February 23, 2016) filed on April 28, 2016	5	861-1037

<u>DOCUMENT</u>	<u>VOLUME</u>	<u>PAGE NO.</u>
Transcript Re: Non-Jury Trial (Wednesday, February 24, 2016) filed on April 28, 2016	6	1038-1222
Transcript Re: Non-Jury Trial Vol. I (Thursday, February 25, 2016) filed on April 28, 2016	7	1223-1399
Transcript Re: Non-Jury Trial Vol. II (Thursday, February 25, 2016) filed on April 28, 2016	8	1400-1592
Transcript Re: Non-Jury Trial Vol. I (Friday, February 26, 2016) filed on April 28, 2016	9	1593-1766
Transcript Re: Non-Jury Trial Vol. II (Friday, February 26, 2016) filed on April 28, 2016	10	1767- 1875
Transcript Re: Status Check (Hearing on Wednesday April 6, 2016) Filed on April 28, 2016	40	7740-7808
Transcript Re: Hearing (Hearing on Wednesday May 4, 2016) Filed on December 29, 2016	41	7809-7979
Transcript Re: All Pending Motions (Hearing on Wednesday July 13, 2016) Filed on December 29, 2016	42	8193-8241
Transcript Re: All Pending Motions (Hearing on Tuesday October 18, 2016) filed on December 29, 2016	47	9187-9271



CLERK OF THE COURT

1 COMD
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8 Telephone: (702) 608-6868
9 Facsimile: (702) 608-6878
10 Attorney for Plaintiff

11 DISTRICT COURT, FAMILY DIVISION

12 CLARK COUNTY, NEVADA

13 * * * *

14 GABRIELLE CIOFFI-KOGOD,

15 Plaintiff,

16 v.

17 DENNIS KOGOD,

18 Defendant.

CASE NO.: D-13-489442-D
DEPT. NO.: C

19 COMPLAINT FOR DIVORCE

20 COMES NOW Plaintiff, GABRIELLE CIOFFI-KOGOD and as and for her
21 Complaint for Divorce against Defendant, DENNIS KOGOD, alleges as follows:

22 I.

23 Plaintiff is, and for more than six weeks immediately preceding the
24 commencement of this action and the verification and filing of this Complaint has
25 been, an actual bona fide resident and domiciliary of the County of Clark, State of
26 Nevada, and during all of said period of time Plaintiff had and still has the intent to
27 make the State of Nevada her home, residence and domicile for an indefinite period
28 of time.

...

1 II.

2 Plaintiff and Defendant were duly and legally married in New York, New York
3 on July 20, 1991, and ever since said date have been and are now husband and wife.

4 III.

5 There are no minor children born the issue of the parties' marriage, no adopted
6 children, and Plaintiff is not pregnant.

7 IV.

8 Plaintiff is financially dependent upon Defendant for her support. Plaintiff,
9 thus, is entitled to an award of alimony pendente lite, permanent alimony,
10 rehabilitative alimony, and other support and maintenance from Defendant in such
11 amounts that Plaintiff is able to live as nearly as possible to the station in life she has
12 enjoyed during the parties' marriage. Moreover, Defendant is financially able, and
13 should be ordered to pay, a sufficient sum necessary to maintain Plaintiff in the
14 standard to which she has become accustomed. The Court should make a permanent
15 alimony award in such amount as to equalize the income of the parties, as recognized
16 by the Nevada Supreme Court in *Gardner v. Gardner*, 110 Nev. 1053, 881 P.2d 645
17 (1994). Such alimony payments should continue until the death of Plaintiff.
18 Defendant additionally is well-able to provide major medical and health insurance
19 coverage for Plaintiff and to pay all medical, surgical, dental, orthodontic, optical, and
20 psychological expenses not otherwise covered by such insurance. Defendant further
21 is able to maintain one or more life insurance policies insuring his life in an amount
22 sufficient to secure and provide for the payment of such support, with Plaintiff being
23 the irrevocable beneficiary thereof.

24 V.

25 The parties have community and jointly owned property that should be
26 adjudicated by the Court. Plaintiff currently is not fully aware of the full character,
27 nature, and extent of such community and jointly owned property, but anticipates the
28 same will be determined during the course of discovery and the litigation of this case.

VI.

Pursuant to NRS 125.150(1), *Putterman v. Putterman*, 113 Nev. 606, 939 P.2d 1047 (1997), and *Lofgren v. Lofgren*, 112 Nev. 1282, 926 P.2d 296 (1996), compelling circumstances exist which support an award to Plaintiff of greater than one-half (½) of the community and jointly owned property of the parties. Such compelling circumstances include, but are not limited to, Defendant's waste/dissipation of community and jointly held property, and Plaintiff's inability to obtain access to information regarding community and jointly held property.

VII.

Plaintiff has certain separate property that should be confirmed to Plaintiff as her sole and separate property.

VIII.

The parties have community and joint debts and financial obligations that should be adjudicated by the Court. Plaintiff currently is not fully aware of the full character, nature, and extent of such community and joint debts, but anticipates the same will be determined during the course of discovery and the litigation of this case.

IX.

It has been necessary for Plaintiff to retain the services of attorneys to represent her in this divorce action. The Court should award Plaintiff the reasonable attorneys' fees, expert fees, and costs of suit she has incurred and will continue to incur as a result of this divorce action. Such fees and costs are necessary and essential to afford Plaintiff her day in court without destroying her financial position and to allow her to meet Defendant in the courtroom on the equal basis to which she is entitled pursuant to *Sargeant v. Sargeant*, 88 Nev. 223, 227, 495 P.2d 618 (1972).

X.

Plaintiff and Defendant are incompatible in their tastes, natures, views, likes, and dislikes, which have become so widely separate and divergent that the parties have been and currently are incompatible to such an extent that it now appears that there

1 is no possibility of reconciliation between Plaintiff and Defendant. There currently
2 remains such an incompatible temperament between Plaintiff and Defendant that a
3 happy marital relationship can no longer exist.

4 WHEREFORE, Plaintiff respectfully prays that the Court enter judgment as
5 follows:

6 1. That the bonds of matrimony now and heretofore existing between
7 Plaintiff and Defendant be dissolved, set aside, and forever held for naught, and that
8 Plaintiff be awarded a Decree of Divorce, and the parties hereto and each of them be
9 restored to their status of being a single, unmarried person.

10 2. That Defendant be ordered to pay alimony and spousal support to
11 Plaintiff as requested in this Complaint, specifically including, but not limited to
12 each Plaintiff's requests set forth in Paragraph IV of this Complaint, and in such
13 amounts sufficient to maintain Plaintiff in the standard to which Plaintiff has become
14 accustomed, and to support Plaintiff as alleged herein above.

15 3. That the Court equitably divide the parties' community and jointly
16 owned property by awarding Plaintiff with greater than one-half (1/2) of all such
17 community and jointly owned property, taking into consideration the condition in
18 which the parties will be left after their divorce and all other compelling circumstances
19 supporting such an unequal division.

20 4. That the Court confirm to Plaintiff her separate property.

21 5. That the Court equitably divide the community and joint debts of the
22 parties.

23 6. That Plaintiff be the awarded the reasonable attorneys' fees, expert fees,
24 and costs incurred by Plaintiff in this action.

25 ...

26 ...

27 ...


28 ...

DENISE L. GENTILE, CHARTERED
10161 Park Run Drive, Suite 150, Las Vegas, Nevada 89145
Telephone: (702) 608-6868 Fax: (702) 608-6878

1 7. For such other and further relief as the Court may determine to be just
2 and proper in the premises.

3 DATED this 11th day of December 2013.


4
5 DENISE L. GENTILE, CHTD.

6
7 
8 DENISE L. GENTILE, ESQ.
9 Nevada Bar No. 4271
10 10161 Park Run Drive, Suite 150
11 Las Vegas, Nevada 89145
12 Attorney for Plaintiff
13
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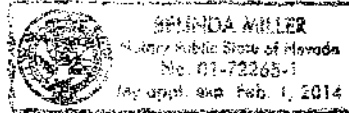
VERIFICATION


STATE OF NEVADA }
COUNTY OF CLARK } SS:

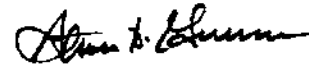
GABRIELLE CIOFFI-KOGOD, being first duly sworn upon oath, deposes and says: That she is the Plaintiff in the above-entitled action; that she read the foregoing Complaint for Divorce and knows the contents thereof, and that the same is true of her own knowledge except for those matters therein stated on information and belief, and as for those matters, she believes the same to be true.


GABRIELLE CIOFFI-KOGOD

Subscribed and sworn to before me
this 10th day of December, 2013.




Notary Public in and for said
County and State.



CLERK OF THE COURT

1 EXP
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3 DENISE L. GENTILE, ESQ.
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6 Las Vegas, Nevada 89145
7 general@denisegentilelaw.com
8 Telephone (702) 608-6868
9 Facsimile (702) 608-6878
10 Attorney for Plaintiff

11 EIGHTH JUDICIAL DISTRICT COURT
12 FAMILY DIVISION

13 CLARK COUNTY, NEVADA

14 GABRIELLE CIOFFI-KOGOD,

15 Plaintiff,

16 v.

17 DENNIS KOGOD,

18 Defendant.

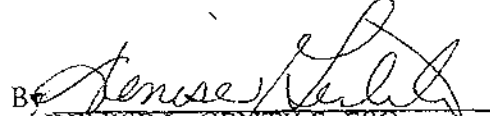
CASE NO.: D-13-489442-D
DEPT. NO: C

19 EX-PARTE MOTION TO ENLARGE TIME
20 FOR SERVICE OF SUMMONS AND COMPLAINT

21 COMES NOW the Plaintiff, GABRIELLE CIOFFI-KOGOD ("GABRIELLE"),
22 by and through her attorney, DENISE L. GENTILE, ESQ., of the law firm of DENISE
23 L. GENTILE, CHTD., and pursuant to NRCP 4, respectfully moves this Honorable
24 Court to enter its Order extending the Plaintiff's time for an additional ninety (90)
25 days within which to serve Defendant with the Summons and Complaint.

26 DATED this 2nd day of April 2014.

27 DENISE L. GENTILE, CHTD.



28 DENISE L. GENTILE, ESQ.
Nevada Bar No. 004271
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Telephone: (702) 608-6868
Facsimile: (702) 608-6878
Attorneys for Plaintiff

DENISE L. GENTILE, CHARTERED
10161 Park Run Drive, Suite 150, Las Vegas, Nevada 89145
Telephone: (702) 608-6868 Fax: (702) 608-6878

POINTS AND AUTHORITIES

NRCP 4 provides, in pertinent part, as follows:

(i) **Summons: Time Limit for Service.** If a service of the summons and complaint is not made upon a defendant within 120 days after the filing of the complaint, the action shall be dismissed as to that defendant without prejudice upon the court's own initiative with notice to such party or upon motion, unless *the party on whose behalf such service was required files a motion to enlarge the time for service and shows good cause why such service was not made within that period.* If the party on whose behalf such service was required fails to file a motion to enlarge the time for service before the 120-day service period expires, the court shall take that failure into consideration in determining good cause for an extension of time. *Upon a showing of good cause, the court shall extend the time for service and set a reasonable date by which service should be made.*

(Emphasis added)

Additionally, NRCP 6(b) allows as follows:

When by these rules or by a notice given thereunder or by order of court an act is required or allowed to be done at or within a specified time, the parties, by written stipulation of counsel filed in the action, may enlarge the period, *or the court for cause shown may at any time in its discretion (1) with or without motion or notice order the period enlarged if request therefor is made before the expiration of the period originally prescribed or as extended by a previous order,* or (2) upon motion made after the expiration of the specified period permit the act to be done where the failure to act was the result of excusable neglect; but it may not extend the time for taking any action under Rules 50(b), 50(c)(2), 52(b), (d) and (e) and 60(b), except to the extent and under the conditions stated in them

(Emphasis added)

Pursuant to the foregoing, Plaintiff, GABRIELLE CIOFFI-KOGOD ("GABRIELLE"), respectfully requests an extension of time of an additional ninety (90) days within which to serve Defendant with the Summons and Complaint in this action. GABRIELLE asserts this request is not for the purpose of causing an unnecessary delay, and is requested in good faith. GABRIELLE decided to commence this action with the filing of her Complaint for Divorce on December 13, 2013 because she determined that a divorce was in her best interests. Although GABRIELLE desired to proceed to file this action, she was not prepared to immediately serve the Defendant due to the upcoming holidays, whereby both parties had personal plans for the period leading into Christmas and New Year's holidays. GABRIELLE did not want the

1 commencement of this action to ruin either parties' enjoyment of their holidays.
2 During the holidays, GABRIELLE spent an extended period of time with her family,
3 and was hopeful that at some point she would see the Defendant to discuss their
4 personal situation and an uncontested dissolution of their marriage. Despite
5 GABRIELLE's hope of seeing the Defendant, she did not see him, and had infrequent
6 contact with him due to him being out-of-state for his employment and the
7 considerable travel requirements of his job. Thereafter, GABRIELLE considered
8 proceeding with service of the Summons and Complaint for Divorce, but ultimately
9 decided to allow the undersigned to establish contact with the Defendant to open the
10 lines of communications in an effort to discuss the parties' marital estate, and the
11 possibility of an amicable resolution.

12 Recently, communications between GABRIELLE's counsel and the Defendant
13 were established via e-mail and telephone, and a meeting is scheduled to occur on or
14 about April 14, 2014. GABRIELLE desires for the undersigned to continue to
15 communicate with the Defendant, and proceeding to serve Defendant with the
16 Summons and Complaint for Divorce may cause the termination of communications
17 by Defendant, and may precipitate escalation of proceedings to contested litigation.
18 At this time, GABRIELLE desires to avoid contested litigation of this action, and an
19 unnecessary expenditure of attorneys' fees by either party, if possible. Additionally,
20 it is GABRIELLE and the undersigned's understanding that Defendant likewise desires
21 to avoid unnecessary litigation and related expenditure of attorneys' fees. Therefore,
22 it is necessary for GABRIELLE to present this ex-parte request to this Court, and
23 request this Court grant an extension of time for an additional ninety (90) days to
24 serve the Summons and Complaint for Divorce. This will allow Plaintiff's counsel to
25 continue to pursue communications with the Defendant that may ultimately result in
26 an uncontested resolution of the parties' divorce, or will allow her additional time
27 necessary to serve Defendant with the Summons and Complaint for Divorce, in the
28 event communications break down with Defendant.

1 Pursuant to NRCP 4 and NRCP 5, the Court has the authority to grant
2 GABRIELLE's requested relief without a hearing on this matter. As such, it is
3 respectfully requested that the Court enter the Ex Parte Order to Extend Time to Serve
4 the Summons and Complaint for Divorce.

5 DATED this 2nd day of April 2014.

6 DENISE L. GENTILE, CHTD.

7
8 By 
9 DENISE L. GENTILE, ESQ.
10 Nevada Bar No. 4271
11 10161 Park Run Drive, Suite 150
12 Las Vegas, Nevada 89145
13 Telephone: (702) 608-6868
14 Facsimile: (702) 608-6878
15 Attorney for Plaintiff

16 AFFIDAVIT OF DENISE L. GENTILE

17 STATE OF NEVADA }
18 COUNTY OF CLARK } SS:

19 DENISE L. GENTILE, being first duly sworn, deposes and states:

20 1. I am an attorney duly licensed to practice law in the State of Nevada and
21 before this honorable Court. I am the attorney for Plaintiff, GABRIELLE CIOFFI-
22 KOGOD ("GABRIELLE"), in the above-entitled action. I have personal knowledge
23 of the facts contained herein and I am competent to testify thereto.

24 2. GABRIELLE's Complaint for Divorce was filed on December 13, 2013,
25 initiate this divorce action.

26 3. NRCP 4 requires the service of the Summons and Complaint for Divorce
27 within one hundred twenty (120) days of the filing of the Complaint, and such time
28 for service will expire on April 12, 2014, unless an Order extending the time within
which to serve Defendant is entered.

4. Good cause exists why service has not been effected, specifically the
Defendant is not easily located because he spends time in California, Colorado, and his

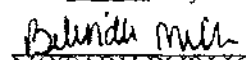
1 work requires him to travel the world, including South America, the Middle East,
2 Europe - - many locations around the world. To pin down his location on any given
3 day is not simple, and because the parties are estranged, he is less communicative of
4 his whereabouts. In addition, GABRIELLE hopes to work an amicable resolution with
5 her husband, so that they do not waste attorneys' fees and expend costs that are
6 unnecessary, if the parties are otherwise able to resolve the case. GABRIELLE opted
7 not to serve DENNIS immediately, with the hope that she is able to keep the lines of
8 communication open, and believed service of a contested divorce action, without first
9 attempting resolution, would possibly result in inflaming a situation that did not need
10 to become adversarial, given the parties' desire to resolve their case amicably. Recently,
11 the undersigned has made contact with Defendant and he has expressed a desire to
12 meet and discuss an amicable resolution of the case. We are scheduled to meet on
13 April 14, 2014. At that meeting, the undersigned will seek to have Defendant sign an
14 acceptance of service, of the divorce complaint, and thus needs the time for service to
15 be extended for that purpose, if nothing else. But, if negotiations break down, or
16 Defendant refuses to accept service of the complaint, then GABRIELLE will be forced
17 to serve him formally, at some later date.

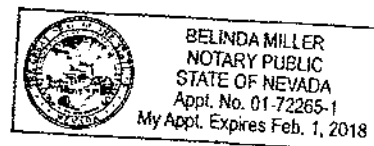
18 5. Therefore, it is respectfully requested that GABRIELLE be granted an
19 extension of time for an additional ninety (90) days within which to serve the
20 Defendant with the Summons and the Complaint for the Divorce.

21 Further affiant sayeth naught.

22 
23 DENISE L. GENTILE

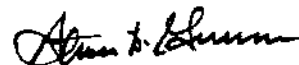
24 SUBSCRIBED and SWORN to before me
25 this 23rd day of April 2014.

26 
27 NOTARY PUBLIC in and for said
28 County and State



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CLERK OF THE COURT

1 ORDR
2 DENISE L. GENTILE, CHTD.
3 DENISE L. GENTILE, ESQ.
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10 Attorney for Plaintiff

11 EIGHTH JUDICIAL DISTRICT COURT
12 FAMILY DIVISION

13 CLARK COUNTY, NEVADA

14 GABRIELLE CIOFFI-KOGOD,

15 Plaintiff,

16 v.

17 DENNIS KOGOD,

18 Defendant.

CASE NO.: D-13-489442-D
DEPT. NO: C

19 EX-PARTE ORDER TO ENLARGE TIME
20 FOR SERVICE OF SUMMONS AND COMPLAINT

21 Based upon Plaintiff's Ex-Parte Motion for an Order to Enlarge Time for Service
22 of the Summons and Complaint pursuant to NRCP 4 and the Affidavit of Denise L.
23 Gentile, Esq. attached thereto, and GOOD CAUSE appearing therefor,

24 IT IS HEREBY ORDERED that Plaintiff shall be granted an additional ninety
25 (90) days, through and including, July 14, 2014, within which to effectuate service
26 upon the Defendant in the above-entitled action.

27 ...
28 ...
...

7-20-2014

47,832,496

DENISE L. GENTILE, CHARTERED
10161 Park Run Drive, Suite 150, Las Vegas, Nevada 89145
Telephone: (702) 608-6868 Fax: (702) 608-6878

1 IT IS FURTHER ORDERED that failure to serve the Defendant by July 14,
2 2014 may result in the Court dismissing this action as to the Defendant without
3 prejudice pursuant to NRCP 4.

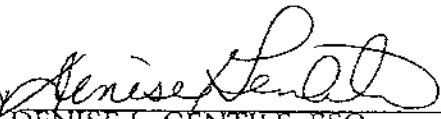
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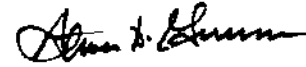
4 DATED this _____ day of April 2014.

5
6 
7 DISTRICT COURT JUDGE

8 Submitted by:
9 DENISE L. GENTILE, CHTD.

GERALD W. HARDCASTLE

10 By 
11 DENISE L. GENTILE, ESQ.
12 Nevada Bar No. 4271
13 10161 Park Run Drive, Suite 150
14 Las Vegas, Nevada 89145
15 Telephone: (702) 608-6868
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17 Attorney for Plaintiff
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28



CLERK OF THE COURT

1 ACSR
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3 DENISE L. GENTILE, ESQ.
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10 Attorney for Plaintiff

11 EIGHTH JUDICIAL DISTRICT COURT
12 FAMILY DIVISION

13 CLARK COUNTY, NEVADA

14 GABRIELLE CIOFFI-KOGOD,

15 Plaintiff,

16 v.

17 DENNIS KOGOD,

18 Defendant.


CASE NO.: D-13-489442-D
DEPT. NO: C

19 ACCEPTANCE OF SERVICE

20 COMES NOW Defendant in Proper Person, DENNIS KOGOD, and does
21 hereby accept service pursuant to NRCP 4 of the Summons, Complaint for Divorce,
22 and Joint Preliminary Injunction, in the above-entitled action. Additionally,
23 Defendant does hereby acknowledge receipt of the following: (1) Ex-Parte Motion to
24 Seal File; (2) Ex-Parte Order to Seal File; (3) Ex-Parte Motion to Enlarge Time for
25 Service of Summons and Complaint; and (4) Ex-Parte Order to Enlarge Time for
26 Service of Summons and Complaint.

27 Dated this 27 of April 2014.

28 By



DENNIS KOGOD

Address:

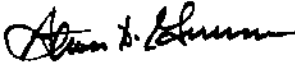
City/State:

Telephone:

E-mail:

Defendant in Proper Person

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CLERK OF THE COURT

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Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION

CLARK COUNTY, NEVADA

* * * *

GABRIELLE CIOFFI-KOGOD,

Plaintiff,

v.

DENNIS KOGOD,

Defendant.

CASE NO.: D-13-489442-D
DEPT. NO.: C

JOINT PRELIMINARY INJUNCTION

NOTICE! THIS INJUNCTION IS EFFECTIVE UPON THE PARTY REQUESTING SAME WHEN ISSUED AND AGAINST THE OTHER PARTY WHEN SERVED. THIS INJUNCTION SHALL REMAIN IN EFFECT FROM THE TIME OF ITS ISSUANCE UNTIL TRIAL OR UNTIL DISSOLVED OR MODIFIED BY THE COURT. DISOBEDIENCE OF THIS INJUNCTION IS PUNISHABLE BY CONTEMPT.

TO: Plaintiff and Defendant:

YOU ARE HEREBY PROHIBITED AND RESTRAINED FROM:

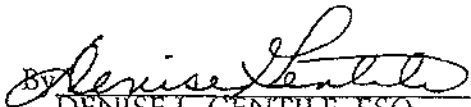
1. Transferring, encumbering, concealing, selling or otherwise disposing of any of your joint, common or community property of the parties, or any property which is the subject of a claim of community interest, except in the usual course of business or for the necessities of life, without the written consent of the parties or the permission of the court.


1 2. Molesting, harassing, disturbing the peace of or committing an assault or
2 battery upon your spouse or your child or step-child.

3 3. Removing any child of the parties then residing in the State of Nevada
4 with an intent or effect to deprive the court of jurisdiction as to said child without the
5 prior written consent of the parties or the advance permission of the court.

6 Issued at the direction of:
7 DENISE L. GENTILE, CHTD.

STEVEN D. GRIERSON
CLERK OF COURT

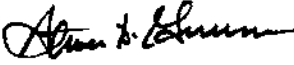
8 By 
9 DENISE L. GENTILE, ESQ.
10 Nevada Bar No. 004271
11 10161 Park Run Drive, Suite 150
12 Las Vegas, Nevada 89145
13 Attorneys for Plaintiff

By JENNIFER HICKEY  Date
Deputy Clerk
Clark County Court House
Family Court Division
601 N. Pecos
Las Vegas, Nevada 89101-2417

DEC 16 2019

ORIGINAL

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CLERK OF THE COURT

1 SUMM
2 DENISE L. GENTILE, CHTD.
3 DENISE L. GENTILE, ESQ.
4 Nevada Bar No. 4271
5 10161 Park Run Drive, Suite 150
6 Las Vegas, Nevada 89145
7 general@denisegentilelaw.com
8 Telephone: (702) 608-6868
9 Facsimile: (702) 608-6878
10 Attorney for Plaintiff

11 EIGHTH JUDICIAL DISTRICT COURT
12 FAMILY DIVISION

13 CLARK COUNTY, NEVADA

14 * * * *

15 GABRIELLE CIOFFI-KOGOD,

16 Plaintiff,

17 v.

18 DENNIS KOGOD,

19 Defendant.

CASE NO.: D-13-489442-D
DEPT. NO.: C

20 SUMMONS

21 NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST
22 YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20
23 DAYS. READ THE INFORMATION BELOW.

24 TO THE DEFENDANT: A civil Complaint for Divorce has been filed by the plaintiff
25 against you for the relief set forth in the Complaint for Divorce.

26 1. If you intend to defend this lawsuit, within 20 days after this
27 Summons is served on you exclusive of the day of service, you must do the following:

28 a. File with the Clerk of this Court, whose address is shown
below, a formal written response to the Complaint in accordance with the rules of the
Court.

b. Serve a copy of your response upon the attorney whose name
and address is shown below.

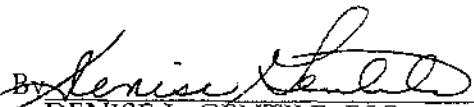
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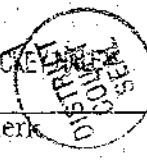
2. Unless you respond, your default will be entered upon application of the plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

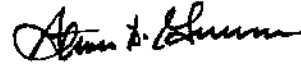
3. If you intend to seek the advice of any attorney in this matter, you should do so promptly so that your response may be filed on time.

Issued at the direction of:
DENISE L. GENTILE, CHTD.

STEVEN D. GRIERSON
CLERK OF COURT

By 
DENISE L. GENTILE, ESQ.
Nevada Bar No. 004271
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Attorneys for Plaintiff

By  Date 
Deputy Clerk
Clark County Courthouse
Family Court Division
601 N. Pecos
Las Vegas, Nevada 89101-2417



CLERK OF THE COURT

1 ACDAS
2 JIMMERSON HANSEN, P.C.
3 JAMES J. JIMMERSON, ESQ.
4 Nevada Bar No. 000264
5 jjj@jimmersonhansen.com
6 SHAWN M. GOLDSTEIN, ESQ.
7 Nevada Bar No. 009814
8 smg@jimmersonhansen.com
9 415 South Sixth Street, Suite 100
10 Las Vegas, Nevada 89101
11 (702) 388-7171
12 Attorneys for Defendant,
13 DENNIS KOGOD

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

10 GABRIELLE CIOFFI-KOGOD,
11 Plaintiff,

12 v.

13 DENNIS KOGOD,
14 Defendant.

CASE NO. D-13-489442-D
DEPT. NO. G

ANSWER TO COMPLAINT FOR DIVORCE AND COUNTERCLAIM

16 COMES NOW, Defendant, DENNIS KOGOD, by and through his counsel of record,
17 James J. Jimmerson, Esq. and Shawn M. Goldstein, Esq., of the law firm of Jimmerson
18 Hansen, P.C., and hereby files his Answer to Complaint for Divorce and Counterclaim and
19 states as follows:

20 1. Defendant, DENNIS KOGOD, admits each and every allegation contained in
21 Paragraphs I, II, and X of Plaintiff's Complaint for Divorce on file herein.

22 2. Answering Paragraph III of Plaintiff's Complaint on file herein, Defendant admits
23 that there are no minor children born the issue of this marriage, or adopted in this marriage.
24 Defendant is without information, but believes and accepts Plaintiff's representation that she
25 is not pregnant.

26 3. Defendant denies each and every allegation contained in Paragraphs IV, VI, and
27 IX of Plaintiff's Complaint on file herein.
28

JIMMERSON HANSEN, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 388-7171 • Facsimile (702) 387-1167

JIMMERSON HANSEN, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 388-7171 • Facsimile (702) 387-1187

1 4. Answering Paragraph V of Plaintiff's Complaint on file herein, Defendant admits
2 that the parties have community and jointly owned property that should be adjudicated by the
3 Court, and is without sufficient knowledge or information to form a belief as to the remainder
4 of the allegations contained therein and therefore denies the same.

5 5. Answering Paragraph VII of Plaintiff's Complaint on file herein, Defendant is
6 without sufficient knowledge or information to confirm the existence of Plaintiff's separate
7 property, although it is possible she may have some, and therefore denies the same.

8 6. Answering Paragraph VIII of Plaintiff's Complaint on file herein, Defendant
9 admits that the parties have community and joint debts and financial obligations that should
10 be adjudicated by the Court, and is without sufficient knowledge or information to form a belief
11 as to the remainder of the allegations contained therein and therefore denies the same.

12 WHEREFORE, Defendant, DENNIS KOGOD prays that Plaintiff GABRIELLE CIOFFI-
13 KOGOD take nothing by way of her Complaint.

14 **COUNTERCLAIM FOR DIVORCE**

15 COMES NOW, Defendant/Counterclaimant, DENNIS KOGOD (hereinafter referred to
16 as "DENNIS"), by and through his attorneys, JAMES J. JIMMERSON, ESQ., and SHAWN M.
17 GOLDSTEIN, ESQ., of the law firm of Jimmerson Hansen, P.C., and for his cause of action
18 again Plaintiff/Counterdefendant, GABRIELLE CIOFFI-KOGOD (hereinafter referred to as
19 "GABRIELLE"), complains and alleges as follows:

20 **I.**

21 That DENNIS and GABRIELLE are now and for more than six (6) weeks prior to the
22 commencement of this action has been, actual, bona fide residents and domiciliaries of the
23 County of Clark, State of Nevada, actually and physically residing and being domiciled therein
24 during all of said period of time.

25 **II.**

26 That the parties intermarried on or about the 20th day of July 1993 in Manhattan, New
27 York, and ever since said date have been and now are husband and wife.

28 ///

1 III.

2 That there are no minor children born the issue of this marriage, no children adopted
3 into this marriage, and to the best of DENNIS' knowledge, GABRIELLE is not now pregnant.

4 IV.

5 That there is community property belonging to the parties, the exact amounts and
6 descriptions of which are unknown to DENNIS at this time, and DENNIS prays leave of Court
7 to amend this Complaint to insert the same when they have become known to him at the time
8 of trial in this matter; that this Court should equally divide all community property of the parties.

9 V.

10 That there are community debts of the parties, the exact amounts and descriptions of
11 which are unknown to DENNIS at this time, and DENNIS prays leave of Court to amend this
12 Complaint to insert the same when they have become known to him at the time of trial in this
13 matter; that this Court should make a fair and equitable division of all community debts of the
14 parties.

15 VI.

16 That to the extent that there is separate property of a party, the same should be
17 confirmed to him/her, as the case may be, as his/her sole and separate property.

18 VII.

19 That since said marriage, DENNIS and GABRIELLE have become and are
20 incompatible, such that their likes and dislikes have become so divergent that they can no
21 longer live together as husband and wife.

22 VIII.

23 That both parties are able-bodied and capable of supporting themselves without the
24 support of the other and that with the size of community assets to be awarded to each party,
25 neither party should be awarded any alimony or support.

26 IX.

27 That each party should bear his and her own respective attorneys' fees, expert fees
28 and costs in this matter.

1 **WHEREFORE**, DENNIS prays for judgment as follows:

2 1. That the bonds of matrimony now and heretofore existing between DENNIS and
3 GABRIELLE be dissolved, and that DENNIS be granted an absolute Decree of Divorce, and
4 that the parties hereto be released from all the obligations thereof and restored to the status
5 of single, unmarried persons;

6 2. That the Court make an equal division of the community property of the parties;

7 3. That the Court make an equitable distribution of the community debts and
8 obligations of the parties;

9 4. That the Court confirm to each party his or her respective separate property;

10 5. That neither party be awarded alimony;

11 6. That each party be required to pay his and her attorneys' and expert witnesses
12 reasonable sums as and for their fees for services rendered to DENNIS and GABRIELLE,
13 respectively, herein, plus costs of suit; and

14 7. For such other and further relief as the Court may deem just and proper in the
15 premises.

16 DATED this 24th day of November, 2014.

17 JIMMERSON HANSEN, P.C.

18
19 By: 

20 JAMES J. JIMMERSON, ESQ.

21 Nevada Bar No. 000264

22 SHAWN M. GOLDSTEIN, ESQ.

23 Nevada Bar No. 009814

24 415 S. Sixth St., Suite 100

25 Las Vegas, Nevada 89101

26 (702) 388-7171

27 Attorneys for Defendant/Counterclaimant

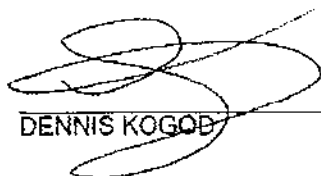
28 DENNIS KOGOD

VERIFICATION/DECLARATION

DENNIS KOGOD, declares, states and says:

That he is the Defendant in the above-entitled action; that he has read the above and foregoing **ANSWER TO PLAINTIFF'S COMPLAINT FOR DIVORCE AND COUNTERCLAIM**, and knows the contents thereof, and that the same is true of his own knowledge, except for those matters therein stated on information and belief, and as to those matters he believes them to be true.

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


DENNIS KOGOD

JIMMERSON HANSEN, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 366-7171 - Facsimile (702) 367-1167

CERTIFICATE OF SERVICE

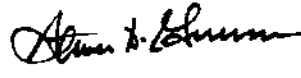
Pursuant to NRCP 5(b), I certify that I am an employee of JIMMERSON HANSEN, P.C., and that on this 24th day of November, 2014, I caused the foregoing document entitled **ANSWER TO PLAINTIFF'S COMPLAINT FOR DIVORCE AND COUNTERCLAIM** to be served as follows:

- ☒ 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;
- ☐ by hand-delivery with signed Receipt of Copy.

To the attorney(s) listed below at the address, email address, and/or facsimile number indicated below:

Denise L. Gentile, Esq.
DENISE L. GENTILE, CHTD.
10161 Park Run Drive, Ste. 150
Las Vegas, Nevada 89145


An employee of JIMMERSON HANSEN, P.C.


CLERK OF THE COURT

RPLY
RADFORD J. SMITH, CHARTERED
RADFORD J. SMITH, ESQ.
Nevada Bar No. 002791
GARIMA VARSHNEY, ESQ.
Nevada Bar No. 011878
RADFORD J. SMITH, CHARTERED
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Telephone: (702) 990-6448
Facsimile: (702) 990-6456
rsmith@radfordsmith.com
Attorneys for Plaintiff/Counterdefendant

DISTRICT COURT
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI-KOGOD,

Plaintiff/Counterdefendant,

v.

DENNIS KOGOD,

Defendant/Counterclaimant.

CASE NO.: D-13-489442-D

DEPT NO.: G

FAMILY DIVISION

REPLY TO COUNTERCLAIM FOR DIVORCE

COMES NOW, Plaintiff/Counterdefendant, GABRIELLE CIOFFI-KOGOD, through her attorneys, Radford J. Smith, Esq. and Garima Varshney, Esq., of the law firm of Radford J. Smith, Chartered, and sets forth her Reply to the Counterclaim of Defendant/Counterclaimant, DENNIS KOGOD, as follows:

1. Plaintiff/Counterdefendant denies all material allegations not specifically admitted herein.

2. Plaintiff/Counterdefendant admits all material allegations contained in Paragraphs I, III, VII, of the Counterclaim.

3 3. Plaintiff/Counterdefendant denies all material allegations contained in Paragraphs IV, V,
2 VI, VIII, and IX of the Counterclaim.

3 4. In response to Paragraph II, Plaintiff/Counterdefendant states that the parties were
4 married on July 20, 1991 and not July 20, 1993 as indicated by Defendant/Counterclaimant in his
5 Answer to Complaint for Divorce and Counterclaim.
6

7 WHEREFORE, based on the foregoing, Plaintiff/Counterdefendant respectfully requests
8 Defendant/Counterclaimant take nothing by way of his Counterclaim, and that the relief set forth in her
9 Complaint for Divorce be granted in its entirety.
10

11 Dated this th 5 day of December, 2014.

12 RADFORD J. SMITH, CHARTERED
13

14 *Garima Varshney*
15 RADFORD J. SMITH, ESQ.
16 Nevada Bar No. 002791
17 GARIMA VARSHNEY, ESQ.
18 Nevada Bar No. 0011878
19 2470 St. Rose Parkway, Suite 206
20 Henderson, Nevada 89074
21 Attorney for Plaintiff/Counterdefendant
22
23
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1 CERTIFICATE OF SERVICE

2 I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm"). I am over
3 the age of 18 and not a party to the within action. I am readily familiar with the Firm's practice of
4 collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited
5 with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.
6

7 I served the foregoing document described as "REPLY TO COUNTERCLAIM" on this 5
8 day of December, 2014, to all interested parties as follows:

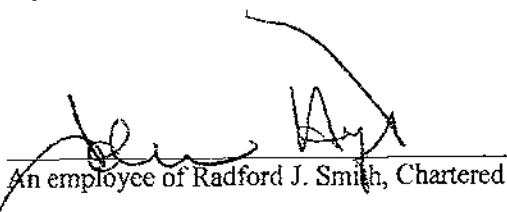
9 ☒ BY MAIL: Pursuant To NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope
10 addressed as follows;

11 ☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this
12 date via telecopier to the facsimile number shown below;

13 ☒ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing
14 document this date via electronic mail to the electronic mail address shown below;

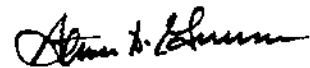
15 ☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope, return
16 receipt requested, addressed as follows:

17 James J. Jimmerson, Esq.
18 415 S. 6th Street
19 Las Vegas, Nevada 89101
20 *Attorney for Defendant/Counterclaimant*

21
22 
23 An employee of Radford J. Smith, Chartered
24
25
26
27
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MISC

Radford J. Smith, Esq.
Nevada State Bar No.: 002791
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Tel: (702) 990-6448
Attorney for Plaintiff



CLERK OF THE COURT

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA
FAMILY DIVISION

GABRIELLE CIOFFI-KOGOD

Plaintiff,

Case No. D-13-489442-D

Dept. No. G

vs.

DENNIS KOGOD

Defendant

DETAILED FINANCIAL DISCLOSURE FORM

What is your name?

Gabrielle Rose Cioffi - Kogod

How old are you?

56

What is your date of birth?

7/12/1958

What is your occupation?

Registered Nurse/ Legal Nurse Consultant

Who is your employer?

Dignity Health

From: 11/15/2004

To: Present

Previous employer?

HCA Sunrise Hospital

From: 1/4/2003

To: 5/31/2004

What is your highest level of education?

Master of Public Health (MPH)

Level of disability? N/A

Agency/Physician Certifying Disability: N/A

FAMILY RESIDENCE TABLE - In the table below, insert the names and ages of each person currently living with you.

NAME	AGE	MINOR CHILD OF THIS MARRIAGE/RELATIONSHIP?	MINOR CHILD NOT OF THIS MARRIAGE/RELATIONSHIP?	OTHER RELATIONSHIP (SPECIFY)
N/A				

Income/Support from Others

I am _____ am not ☒ divorced from the other party in this action.

I am _____ am not _____ remarried.

My current spouse is: ☒ is not: _____ currently employed.

My current spouse earns: unknown per hour \$0.00 per week \$0.00 every two weeks \$0.00 per month

Attorney's Fees and Retainer(s)

As of the date of this Disclosure, a total of:

\$15,598.47

has been paid by me or on my behalf to all counsel who have represented me

in this matter. I have a Retainer balance of

\$2,221.77

remaining in my attorney's Trust Account.

I currently owe my attorney(s) a total of: _____

Your Name: _____
Case No.: _____

INCOME / EXPENSE SUMMARY

INCOME SUMMARY

Gross Monthly Income From All Sources	\$7,387.46
Mandatory Deductions	\$878.93
Gross Monthly Income Less Mandatory Deductions	\$6,508.53
Voluntary Deductions	\$878.93
Net Monthly Income	\$5,629.60

EXPENSE SUMMARY

Necessities that I pay for myself	\$7,728.01
Necessities that I pay for the other party	\$0.00
Expenses that I pay for my child(ren) (of this relationship)	\$0.00
Mandatory support (child & spousal) to the Other Party	\$0.00
Mandatory support of others (including children NOT of this relationship)	\$0.00
Total Necessities for which I pay	\$7,728.01
Discretionary Expenses that I pay for myself	\$7,527.00
Discretionary Expenses that I pay for the other party	\$0.00
Discretionary support of others	\$0.00
Total Discretionary Expenses that I pay for	\$7,527.00
Total Expenses that I pay for	\$15,255.01

INCOME / EXPENSE SUMMARY

Monthly Deficit / Surplus	-\$9,625.41
----------------------------------	--------------------

If you have a monthly deficit, provide an explanation below of how you meet that deficit each month:

Since August, 2010, the monthly deficit is met by the balance in the Marilyn Lynch Account ending in X6446. Prior to August 2010, Ms. Kogod met the monthly deficit by using the balance in the Marilyn Lynch Account ending in X0129.

Your Name: _____
Case Number: _____

PERSONAL INCOME WORKSHEET						
YOUR INCOME :						
1	Gross Monthly Income from Employment					
2	Fill out ALL of the following that apply to you (Enter the number (1, 2, 3, or 4) in the box that describes your pay frequency)					
	PAY FREQUENCY	1=one time per month	2= two times per month	3=every two weeks	4=every week	Per Paycheck
	PAY FREQUENCY-1,2,3,or 4					
1	I get paid base salary/hourly wage		3		in the amount of	\$2,255.75
2	I receive overtime pay every				in the amount of	\$0.00
3	I receive bonus pay every				in the amount of	\$0.00
4	I receive commission every				in the amount of	\$0.00
5	I receive tips every				in the amount of	\$0.00
6	I receive a car allowance every				in the amount of	\$0.00
7	I receive a gas allowance every				in the amount of	\$0.00
8	I receive a housing allowance every				in the amount of	\$0.00
9	I receive other allowance(s) every				in the amount of	\$0.00
10	Business Income (sole proprietorship, partnership, LLC, S Corp, etc) Attach Schedule C from last year's tax return and enter the following information:				Enter amount from line 29 of schedule C:	\$0.00
					Enter amount from line 13 of schedule C:	\$0.00
11	Gross Monthly Income from All Other Sources					
12	I receive spousal support/alimony _____ (voluntary) _____ (Court ordered) from the other party in this matter, a total every month in the amount of _____					
13	I receive child support _____ (voluntary) _____ (Court ordered) from the other party in this matter, a total every month in the amount of _____					
14	I receive support from others (not the other party in this case), a total every month in the amount of _____					
15	I receive Social Security, a total every month in the amount of _____					
16	I receive Social Security Disability/Military Disability income a total every month in the amount of _____					
17	I receive Supplemental Security Income, a total every month in the amount of _____					\$0.00
18	I receive Worker's Compensation Benefits, a total every month in the amount of _____					
19	I receive Unemployment Benefits, a total every month in the amount of _____					
20	I receive Pension/Retirement income, a total every month in the amount of _____					
21	I receive interest income, a total every month in the amount of _____					
22	I receive dividend and/or royalty income, a total every month of _____					
23	I receive payments from a partnership, S Corp, LLC, Trust, or other entity, a total every month of _____					
24	I receive net rental income each month in the amount of _____					
25	I receive other income (roommates, parents, gifts, other), a total every month of _____					
	Describe the source and amount of any "other" income referenced above:					
	Describe any benefits or perks paid by your employer (including but not limited to the use of any vehicle, club membership, etc.) and your estimated value of such benefits or perks:					
26	TOTAL GROSS MONTHLY INCOME					

Your Name: _____
Case Number: _____

PERSONAL DEDUCTIONS WORKSHEET			
YOUR DEDUCTIONS : (IF YOU OWN A BUSINESS OR ARE SELF EMPLOYED, GO TO THE BUSINESS INCOME PAGE)			AMOUNT
Mandatory Monthly Paycheck Deductions			
Fill out ALL of the applicable items:			
1	I have Federal Income Tax withheld every paycheck in the amount of	\$232.95	\$504.73
2	I have Social Security Taxes withheld every paycheck in the amount of	\$139.97	\$303.27
3	I have Medicare withheld every paycheck in the amount of	\$32.74	\$70.94
4	I have Union Dues withheld every paycheck in the amount of	\$0.00	\$0.00
5	I have Court-ordered Child Support withheld every paycheck in the amount of	\$0.00	\$0.00
6	I have other Court-ordered garnishments withheld every paycheck in the amount of	\$0.00	\$0.00
7	I have health insurance premiums withheld every paycheck in the amount of	\$0.00	\$0.00
8	List all other mandatory deductions, including amounts, withheld every paycheck:	\$0.00	\$0.00
Total-MANDATORY Deductions Per Month			\$878.93
Voluntary Monthly Paycheck Deductions			
Fill out ALL of the applicable items:			
8	I have Life, Disability, &/or other insurance premiums withheld every paycheck in the amount of	\$0.00	\$0.00
9	I have Federal Health Savings Plan every paycheck withheld in the amount of	\$0.00	\$0.00
10	I have Retirement/Pension/IRA/401(k) withheld every paycheck in the amount of	\$0.00	\$0.00
11	I have Savings withheld every paycheck in the amount of	\$0.00	\$0.00
12	I have other (specify below) voluntary sums withheld every paycheck in the amount of	\$0.00	\$0.00
13	List all other voluntary deductions, including amounts, withheld every paycheck:	\$0.00	\$0.00
14	Total VOLUNTARY Deductions Per Month		\$878.93
15	TOTAL DEDUCTIONS PER MONTH		\$5,629.60

PERSONAL EXPENSE WORKSHEET NECESSITIES						TOTAL AMOUNT I PAY DIRECTLY FOR MYSELF	TOTAL AMOUNT I PAY DIRECTLY FOR THE OTHER PARTY(ies)
DO NOT REPORT ANY CHILD-RELATED EXPENSES ON THIS PAGE. A SEPARATE PAGE FOR CHILD-RELATED EXPENSES IS ATTACHED.							
1	I own my home	<input checked="" type="checkbox"/>	rent / lease my home	<input type="checkbox"/>	share a home or apartment with someone else	<input type="checkbox"/>	
	I pay a monthly mortgage/rent/lease payment (for the home I live in and/or home the other party lives in) in the amount of					\$1,218.00	
	I pay a monthly second mortgage (for the home I live in and/or home the other party lives in) in the amount of					\$0.00	
	I pay a monthly Home Equity Line of Credit ("HELOC") (for the home I live in and/or home the other party lives in) in the amount of					\$0.00	
*	If not included in my mortgage payment(s), I pay property taxes (for the home I live in and/or home the other party lives in) in the amount of					\$577.00	
*	If not included in my mortgage/rent payment(s), I pay a monthly home owners/renters insurance premium (for the home I live in and/or home the other party lives in) in the amount of					\$700.00	
	I pay monthly Home Owner's Association dues (for the home I live in and/or the home the other party lives in) in the amount of					\$750.00	
*	I pay a Special Assessment Fee (for the home I live in and/or the home the other party lives in) in the amount of					\$300.00	
2	I pay the following utilities and telephone expenses (for the home I live in and/or the home the other party lives in) each month:						
	Gas/Heating Oil					\$200.00	
	Electricity					\$500.00	
	Water					\$300.00	
*	Garbage and sewer					\$50.00	
	Landline (if part of a "bundled" service, indicate the total amount here)					\$150.00	
	Cellular service (if not included in the Landline/bundled service above)					\$150.00	
	Internet service (if not included in the landline/bundled service above)					\$100.00	
3	I spend the following each month for healthcare related expenses for myself and/or the other party (Not paid from a Health Savings Plan):						
	Medical insurance (including hospitalization, dental, vision, etc.) for myself and/or the other party (Not already deducted from my paycheck)					\$50.00	
	Out-of-pocket/unreimbursed cost of medical, dental, optical, and prescription expenses for myself and/or other party					\$150.00	
	Out-of-pocket/unreimbursed cost of therapy or counseling (for myself and/or other party)					\$0.00	
4	I spend the following for groceries, household goods and incidentals, not including entertainment or dining out, each month:					\$500.00	
5	I/we own or lease	<input checked="" type="checkbox"/>	my car.	I/we own or lease	<input type="checkbox"/>	the other party's car.	
	ADDITIONAL VEHICLES SHOULD BE LISTED ON THE SUPPLEMENT PAGE						
	Monthly loan / lease payment (for my car and/or the other party's car)					\$1,399.01	
	Gasoline and oil (for my car and/or the other party's car)					\$300.00	
	Automobile insurance (if you have policy covering more than one car, separate the amount for your car and/or for other party's car)					\$159.00	
	Parking, public transportation, other					\$125.00	
6	I pay the following monthly mandatory amounts for the support of others:						
	Court-ordered child support (if paid to the other party in this case for a child of this relationship, include amount in the "Total Amount I Pay Directly For The Other Party" (middle) column. If for a child of another relationship, include amount in the "Total Amount I Pay Directly For Myself" (left) column)					\$0.00	
	Court-ordered spousal support (if paid to the other party in this case, include amount in the "Total Amount I Pay Directly For The Other Party" (middle) column. If paid to someone else from a prior relationship, include amount in the "Total Amount I pay Directly For Myself" (left) column)					\$0.00	
7	I spend the following each month on education, uniforms, dues, memberships, subscriptions, or other mandatory requirements to maintain employment. I DO NOT receive reimbursement from the employer for any of these expenses					\$50.00	
TOTAL NECESSITIES:						\$7,728.01	\$0.00
* Divide by 3 if paid quarterly; Divide by 6 if paid semi-annually; Divide by 12 if paid annually							
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR NECESSITIES							

PERSONAL EXPENSE WORKSHEET DISCRETIONARY EXPENSES				TOTAL AMOUNT I PAY DIRECTLY FOR MYSELF	TOTAL AMOUNT I PAY DIRECTLY FOR THE OTHER PARTY
DO NOT REPORT ANY CHILD-RELATED EXPENSES ON THIS PAGE. A SEPARATE PAGE FOR CHILD-RELATED EXPENSES IS ATTACHED.					
8. I spend the following monthly amounts for House Maintenance (for the house I live in and/or the house the other party lives in) each month:					
	Garden/lawn care			\$300.00	
	Pool/spa service			\$150.00	
	Pest Control			\$44.00	
	Security / Alarm Service			\$132.00	
9. I spend the following monthly amounts for my pet's expenses (food, grooming, healthcare, boarding):				\$150.00	
10. Each month I pay the following minimum credit card and other consumer installment payments on my and/or the other party's credit cards: (List name of Issuing Bank or Lender, last four digits of account number and total outstanding balance)					
	Credit Card or entity to whom installment payment is made #1	Discover Card 4205	Total balance due is	\$0.00	\$0.00
	Credit Card or entity to whom installment payment is made #2	Bank of America AmEx 9577	Total balance due is	\$0.00	\$0.00
	Credit Card or entity to whom installment payment is made #3	Comenity Loft Mastercard 5363	Total balance due is	\$0.00	\$0.00
	Credit Card or entity to whom installment payment is made #4	SYNCR Banana Republic 4713	Total balance due is	\$0.00	\$0.00
	Credit Card or entity to whom installment payment is made #5	SYNCR TJX Mastercard 6951	Total balance due is	\$0.00	\$0.00
	Credit Card or entity to whom installment payment is made #6	Nordstrom 4992	Total balance due is	\$0.00	\$0.00
	Credit Card or entity to whom installment payment is made #7	Saks Fifth Avenue 8688	Total balance due is	\$0.00	\$0.00
	Credit Card or entity to whom installment payment is made #8	Neiman Marcus X2808	Total balance due is	\$0.00	\$0.00
	Credit Card or entity to whom installment payment is made #9	Kohl's 5707	Total balance due is	\$0.00	\$0.00
11. I spend the following amounts each month for clothing and related expenses:					
	Clothing, shoes and accessories			\$2,000.00	
	Dry cleaning and/or laundry service			\$75.00	
12. I spend the following each month on appearance (hair, manicures/pedicures, facials, massages, cosmetics, other):				\$1,200.00	
13. I spend the following amounts for Entertainment each month (dining out, movies, shows, books, magazines, etc.):				\$1,500.00	
14. I pay the following amounts for non-mandatory dues and/or membership fees (professional, fraternal organizations, country club, etc.):				\$1,125.00	
15. I pay the following monthly Health/Exercise-related expenses (health club membership fee(s), personal training, etc.):				\$100.00	
16. I spend the following monthly average amount for vacation expenses (total vacation cost per year divided by 12)				\$600.00	
17. I pay the following monthly premiums for discretionary/non-mandatory insurance (life, disability, other) (NOT already deducted from my paycheck)					
18. I spend the following amount each month on church tithes and/or charitable donations (pro-rata quarterly, semi-annual or annual payments)					
19. I spend the following amount each month in voluntary support of others:					
	Expenses for an adult non-dependant child (i.e., college, living or other expenses) SPECIFY:			\$0.00	
	Eldercare (specify the parent or parents for whom you pay eldercare expenses)			\$0.00	
20. Each month I pay the following other miscellaneous expenses:					
	PO Box Rental			\$0.00	
	Safety Deposit Box Rental (where located)			\$0.00	
	Storage			\$95.00	
	Other:				
TOTAL DISCRETIONARY EXPENSES				\$7,471.00	\$0.00
SUBTOTAL FROM ADDITIONAL REAL PROPERTY WORKSHEET				\$0.00	\$0.00
SUBTOTAL FROM ADDITIONAL VEHICLES WORKSHEET				\$56.00	\$0.00
TOTAL MONTHLY DISCRETIONARY EXPENSES				\$7,527.00	\$0.00
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR PERSONAL EXPENSES.					
Ms. Kogod pays off these credit cards in full every month. The average monthly balance of these credit cards is as follows - Discover Card 4205 - \$2800; Bank of America AmEx 9577 - \$300; Comenity Loft Mastercard 5363 - \$150; SYNCR Banana Republic 4713 - \$320; SYNCR TJX Mastercard 6951 - \$175; Nordstrom 4992 - \$210; Saks Fifth Avenue 8688 - \$700; Kohl's 5707 - \$160; Neiman Marcus X2808 - \$250.					

ADDITIONAL REAL PROPERTY WORKSHEET		TOTAL AMOUNT I PAY DIRECTLY	TOTAL AMOUNT OTHER PARTY PAYS DIRECTLY
Use this Supplemental Worksheet to provide information for any additional real property as needed.			
ADDITIONAL REAL PROPERTY (HOUSE, CONDO, VACANT LAND, ETC.)			
1. I own this additional property (insert address): 1478 East 14th Street, Brooklyn, New York 11230			
I / the other party receives rental income each month for this property in the amount of:		\$0.00	\$0.00
I pay a monthly mortgage on the rental property payment in the amount of			
I pay a monthly second mortgage in the amount of			
I pay a monthly Home Equity Line of Credit ("HELOC") in the amount of			
If not included in my mortgage payment(s), I pay property taxes in the amount of (divide payment to reach a monthly amount)			
If not included in my mortgage payment(s), I pay a monthly home owners/renters insurance premium in the amount of (divide payment to reach a monthly amount)			
I pay monthly Home Owner's Association dues in the amount of			
I pay a monthly Special Assessment Fee in the amount of (to calculate a monthly amount divide: quarterly payment by 3; semi-annual payment by 6 or annual payment by 12)			
I pay the following utilities for this property each month (gas, electricity, water, garbage, sewer, etc.)			
I pay the following maintenance expenses for this property each month (landscape maintenance, pool, pest control, etc.)			
I pay other expenses related to the ownership/rental/lease of this home in the amount of (Specify each "other" expense, to whom paid, and the amount below. Insert the TOTAL "Other Expenses" in the appropriate column.)			
Total expenses for this property:		\$0.00	\$0.00
NET INCOME/ LOSS FROM THIS PROPERTY:		\$0.00	\$0.00
2. I own this additional property (insert address):			
I / the other party receives rental income each month for this property in the amount of		\$0.00	\$0.00
I pay a monthly mortgage on the rental property payment in the amount of			
I pay a monthly second mortgage in the amount of			
I pay a monthly Home Equity Line of Credit ("HELOC") in the amount of			
If not included in my mortgage payment(s), I pay property taxes in the amount of (divide payment to reach a monthly amount)			
If not included in my mortgage payment(s), I pay a monthly home owners/renters insurance premium in the amount of (divide payment to reach a monthly amount)			
I pay monthly Home Owner's Association dues in the amount of			
I pay a monthly Special Assessment Fee in the amount of (to calculate a monthly amount divide: quarterly payment by 3; semi-annual payment by 6 or annual payment by 12)			
I pay the following utilities for this property each month (gas, electricity, water, garbage, sewer, etc.)			
I pay the following maintenance expenses for this property each month (landscape maintenance, pool, pest control, etc.)			
I pay other expenses related to the ownership/rental/lease of this home in the amount of (Specify each "other" expense, to whom paid, and the amount below. Insert the TOTAL "Other Expenses" in the appropriate column.)			
Total expenses for this property		\$0.00	\$0.00
NET INCOME/ LOSS FROM THIS PROPERTY:		\$0.00	\$0.00
TOTAL NET INCOME / LOSS FROM INVESTMENT PROPERTIES:		\$0.00	\$0.00
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR ADDITIONAL REAL PROPERTY			
<p>Ms. Kogod and her three (3) siblings inherited this property upon the death of their father. All four (4) siblings are on in title to the property. This house is currently being occupied by Ms. Kogod's brother.</p>			

ADDITIONAL VEHICLES WORKSHEET		TOTAL AMOUNT / PAY DIRECTLY	TOTAL AMOUNT OTHER PARTY PAYS
Use this Supplemental Worksheet to provide information for any additional motor vehicles as needed.			
ADDITIONAL VEHICLES			
I/we own or lease	an additional vehicle. Explain		
	Monthly loan / lease payment for this additional vehicle		
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)	50	
Total expenses for this additional vehicle:		50	0
ADDITIONAL VEHICLES			
I/we own or lease	an additional vehicle. Explain		
	Monthly loan / lease payment for this additional vehicle		
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)		
Total expenses for this additional vehicle:		0	0
ADDITIONAL VEHICLES			
I/we own or lease	an additional vehicle. Explain		
	Monthly loan / lease payment for this additional vehicle		
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)		
Total expenses for this additional vehicle:		0	0
ADDITIONAL VEHICLES			
I/we own or lease	an additional vehicle. Explain		
	Monthly loan / lease payment for this additional vehicle		
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)		
Total expenses for this additional vehicle:		0	0
ADDITIONAL VEHICLES			
I/we own or lease	an additional vehicle. Explain		
	Monthly loan / lease payment for this additional vehicle		
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)		
Total expenses for this additional vehicle:		0	0
ADDITIONAL VEHICLES			
I/we own or lease	an additional vehicle. Explain		
	Monthly loan / lease payment for this additional vehicle		
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)		
Total expenses for this additional vehicle:		0	0
ADDITIONAL VEHICLES			
I/we own or lease	an additional vehicle. Explain		
	Monthly loan / lease payment for this additional vehicle		
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)		
Total expenses for this additional vehicle:		0	0
ADDITIONAL VEHICLES			
I/we own or lease	an additional vehicle. Explain		
	Monthly loan / lease payment for this additional vehicle		
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)		
Total expenses for this additional vehicle:		0	0
ADDITIONAL VEHICLES			
I/we own or lease	an additional vehicle. Explain		
	Monthly loan / lease payment for this additional vehicle		
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)		
Total expenses for this additional vehicle:		0	0
ADDITIONAL VEHICLES			
I/we own or lease	an additional vehicle. Explain		
	Monthly loan / lease payment for this additional vehicle		
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)		
Total expenses for this additional vehicle:		0	0
TOTAL NET INCOME / LOSS FROM VEHICLES:		\$50.00	\$0.00

CHILD(REN)'S PERSONAL EXPENSE WORKSHEET (ENTER EXPENSES FOR CHILD(REN) OF THIS RELATIONSHIP ONLY)		TOTAL AMOUNT / PAY FOR MINOR CHILD(REN)	TOTAL AMOUNT OTHER PARTY PAYS FOR MINOR CHILD(REN)	TOTAL AMOUNT PAID BY ANOTHER FOR MINOR CHILD(REN)
1	Child(ren)'s monthly expenses for clothes, shoes & accessories:			
2	Child(ren)'s monthly unreimbursed medical expenses: Per Paycheck			
	medical co-pays			
	medication (prescription & over-the-counter)			
	optometry			
	dental and orthodontic			
	physical therapy, counseling, other			
3	Child(ren)'s monthly expenses for telephone, cellular telephone, internet			
4	Child(ren)'s monthly expenses for entertainment, dining out, movies, music, other			
5	Child(ren)'s monthly expenses for appearance (hair, manicure/pedicure, facials/massage, cosmetics, other)			
6	Children's monthly expenses for insurance (other than health insurance):			
7	Child(ren)'s monthly education-related expenses (if paid quarterly, divide by 3; semi-annually, divide by 6; annually, divide by 12):			
	Tuition, books & fees			
	Tutoring			
	Special Needs (specify)			
	Uniforms			
	Meals (if not included in tuition)			
	Extracurricular (sports, music, art, etc.)			
	Other: List specific "other" education expenses incurred and amount(s) paid, the insert the total in the appropriate column at right.			
8	Childcare expenses (daycare, before and after school care, Nanny, etc.)			
9	Summer programs / summer camp			
10	Child(ren)'s vehicle (lease/payment, insurance, gas)			
11	Transportation related to visitation - if the child(ren) live in another city/state (pro-rate expenses over the year for a monthly amount, if necessary):			
	Airfare			
	Car Rental			
	Hotel/Motel			
	Parking (at airport or other)			
	Public Transportation			
	Other: List specific "other" transportation expenses incurred and amount(s) paid, the insert the total in the appropriate column at right.			
10	Child(ren)'s Total Monthly Expenses	\$0	\$0	\$0
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR CHILDREN'S PERSONAL EXPENSES				

PLAINTIFF / DEFENDANT

ASSET & DEBT CHART

2/25/15 11:37 AM											
ITEM	LAST 4 DIGITS OF ACCOUNT NUMBER	WHOSE NAME IS ON ACCOUNT	ENTER "S" FOR ANY SEPARATE PROPERTY	GROSS VALUE	Amount you owe on this asset NO. 1	Amount you owe on this asset NO. 2	NET VALUE				
ASSETS:											
BANK ACCOUNTS											
1	Bank of America Checking (Dec. 31, 2014 Stmt)	X0129	Gabrielle (POD Eugene and Cassandra)	S	284,010		284,010				
2	Bank of America Checking (Dec. 31, 2014 Stmt)	X0446	Dennis & Gabrielle	C	89,818		89,818				
3	Chase CIGNA Savings March 13, 2010	X1626	Dennis		1,150		1,150				
4	Other Bank Accounts *	Unknown					0				
5							0				
6							0				
7	Subtotal	0			374,979	0	374,979				
INVESTMENTS / SECURITIES											
8	Merrill Lynch - Primary Account X0588, Nov. 28, 2014	X1040	Dennis & Gabrielle		171,401		0				
9		X0093	Dennis & Gabrielle		296,674		0				
10		X0588	Dennis & Gabrielle		0		0				
11		X0607	Dennis & Gabrielle		580,964		0				
12	David Inc. Retirement Plan - June 30, 2013		Dennis		518,171		0				
13	Fidelity Investments - Dignity Health 403(b), Dec. 31, 2014		Gabrielle		47,687						
14	Fidelity Investments - Dignity Health 401(a) Dec. 31, 2014		Gabrielle		12,761		0				
15	UBS Financial Dec 31, 2014	X43GM	Dennis & Gabrielle		6,354,217						
16	UBS Financial Dec 31, 2014	X34GM	Dennis & Gabrielle		2,144,176						
17	Other Investment Accounts *	Unknown					0				
18	Subtotal	0			10,134,059	0	0				
RETIREMENT ACCOUNTS											
19	Retirement Accounts *	Unknown					0				
20							0				
21	Subtotal	0			0	0	0				
LIFE INSURANCE POLICIES											
22	Life Insurance Policies *	Unknown					0				
23							0				
24							0				
25	Subtotal	0			0	0	0				
BUSINESS INTERESTS											
26	System 8 Fight Club, LLC, CA						0				
27	Other businesses *	Unknown					0				
28							0				
29							0				
30							0				
31	Subtotal	0			0	0	0				
RECEIVABLES / DEPOSITS											
32							0				
33							0				
34							0				
35							0				
36							0				
37	Subtotal	0			0	0	0				
REAL PROPERTY											
38	28 Via Mira Monte, Henderson, Nevada 89011	Zillow.com on Feb.	1,064,406				0				
39	9716 Oak Pass Road, Beverly Hills, CA 90210	Zillow.com on Feb.	5,551,818				0				
40	Other Real Properties *	Unknown					0				
41	Proceeds from the Sale of Real Property located at - 2001 Lincoln St., Unit 2513, Denver, CO	Unknown					0				
42	Proceeds from the Sale of Real Property located at - 128 N. Edinborough Avenue, Los Angeles, CA	Unknown					0				
	Subtotal		0	0	0	0	0				

PLAINTIFF V. DEFENDANT
ASSET & DEBT CHART

2/25/15 11:37 AM								
		LAST 4 DIGITS OF ACCOUNT NUMBER	WHOSE NAME IS ON ACCOUNT	ENTER "S" FOR ANY SEPARATE PROPERTY	GROSS VALUE	Amount you owe on this asset NO. 1	Amount you owe on this asset NO. 2	NET VALUE
ITEM		VALUE			VALUE			
43	AUTOMOBILES							
44	2013 Lexus LX 570			Unknown				0
45	2002 EZ GO 25 HP (Golf Cart)			Unknown				0
46	Other automobiles	Unknown						0
47	Subtotal				0	0	0	0

PERSONAL PROPERTY

48								0
49								0
50								0
51	Subtotal				0	0	0	0
					10,134,050	374,979	0	374,979

LIABILITIES:**LONG TERM DEBT NOT LISTED ABOVE**

52								0
53								0
54								0
55								0
56								0
57	Subtotal				0	0		0

OTHER LIABILITIES NOT LISTED ABOVE

58	Banana Republic CC, Dec, 2014	X4713	Gabrielle		149			149
59	Discover CC, Dec 11, 2013	X4205	Gabrielle		1,601			1,601
60	Kohl's CC Nov, 2014	X2557	Gabrielle		63			63
61	Love Loft MasterCard CC Dec 19, 2014	X3363	Gabrielle		224			224
62	Merrill Lynch/American Express, Sept, 2013	X9577	Gabrielle		72			72
63	Nordstrom, Nov. 12, 2014	X992	Gabrielle		5			5
64	Niemman Marcus Credit Card January 29, 2015	X2808	Gabrielle		272			272
65	Gabrielle's Attorney's Fees	Unknown						0
66	Gabrielle's Expert Fees	Unknown						0
67								0
68	Subtotal				2,386			2,386

TOTAL UNSECURED LIABILITIES**NET VALUE OF ASSETS (NET EQUITY)**

					2,386			2,386
					372,663			372,593

USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR ASSET AND DEBT CHART

The true extent of the parties' assets and debts is unknown at this time. Discovery is ongoing. Ms. Kogod will supplement her Financial Disclosure Form as and when more documents and information becomes available.

SIGNATURE PAGE

Please read the questions below and check "yes" or "no."

	YES	NO
1. Are you contributing to anyone's expenses except your current spouse (if any), the other party and/or children as reported herein?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Is anyone contributing to your expenses other than your current spouse (if any) or the other party as reported herein?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Are you providing any voluntary unpaid services to any entity, group or person?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Have you canceled any monthly services (housecleaning, cable, lawn care, etc) in the past twelve (12) months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Have you removed money from any retirement or deferred compensation account in the past twelve (12) months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Have you traveled with anyone other than your current spouse (if any) or alone in the past twelve (12) months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Have you transferred assets totaling \$500 or more in the past twelve (12) months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Have you deferred receiving any money that you are entitled to receive?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Is anyone holding money for you?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Have you accrued sick/vacation days that you can cash out through your employer?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Do you have money on deposit anywhere? i.e. purchase of a home or car, country club membership, landlord?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Have you prepaid any expenses?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Have you loaned money totaling over \$300 to anyone in the past twelve (12) months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Have you made charitable contributions totaling over \$500 in the past twelve (12) months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Does anyone owe you money?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Are you owed back child support or spousal support?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Have you modified your payroll deductions in the past twelve (12) months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. Are you in Bankruptcy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Is your current gross monthly income significantly different (20% or more) from the average for the past 12 months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I am the ☒ Plaintiff/Petitioner Defendant/Respondent in the above action. I swear or affirm under penalty of perjury that I read and followed all instructions in completing this Financial Disclosure Form and that the contents of this Financial Disclosure Form are true and correct to the best of my knowledge as of this date. I understand that, by my signature, I verify the material accuracy of the contents of this Form. I also understand that any willful misstatements may be contemptuous and could result in my punishment by the Court.

I understand that I have a duty to supplement the information on this form within ten (10) calendar days of discovering additional assets or debts or upon discovering any incorrectly reported information or upon any changed circumstances.

Executed: 02/25/2015

Signature: *Michelle Pappas*

SIGNATURE OF ATTORNEY (if represented by counsel):

By signing this form, the attorney of record certifies that he or she has read the factual statements made by the Declarant, and there exists reasonable basis to believe that this financial disclosure is likely to have evidentiary support after further investigation or discovery.

Executed: 2/25/15

Signature: *Garina Vardanyan*

CERTIFICATE OF SERVICE

I hereby certify that on Tuesday, October 12, 2010, service of the **FINANCIAL DISCLOSURE FORM** was made to the following interested parties in the manner set forth below:

☐

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

☐

Via Facsimile and/or Email pursuant to the Consent to Service By Electronic Means on file herein to:

☐

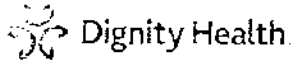
And, via 1st Class U.S. Mail, postage full prepaid, addressed to:

Plaintiff/Defendant

Respectfully Submitted,

(Signature) _____

(Printed Name) _____



3033 N 3rd Avenue, Phoenix, AZ 850
Payroll Service Center - 888-842-2362, Fax - 602-798-04
PayrollConnect@DignityHealth.com

DIGNITY HEALTH

Pay Date: 01/23/2015

Pay Period: 01/04/2015 01/17/2015

Advice Number:

17281475

Net Pay:

\$8

EMPLOYEE INFORMATION				DIRECT DEPOSIT INFORMATION	
Name:	CIOFFI-KOGOD, GABRIELLE R.			Description	Amount
Employee No.:	24185				
Standard Hours Per Pay Period:					
Base Pay Rate:					
Process Level / Home Dept:	101 / 87549				

EARNINGS					
Description	Rate	Hours	Earnings	YTD Hours	YTD Earnings
Expense Reimbursement			8.96		8.96

SUMMARY						
Gross Pay does not include Non-Cash Taxable Amounts	HOURS PAID	GROSS PAY	PRE-TAX DEDUCTIONS (-)	TAXES (-)	AFTER TAX DEDUCTIONS (-)	NET PAY (=)
CURRENT	0.00	8.96	0.00	0.00	0.00	8.96
YTD						

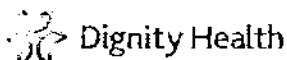
PAID TIME OFF STATEMENT				TAX INFORMATION			
Plan	Current Used	Current Earned	Balance	Tax Type	Marital Status	Exemptions	Additional Withholding
				FED	Married	0	
				ST		0	

TAX WITHHOLDING			
Description	Current Amount	YTD Amount	YTD Taxable Wages

PRE-TAX DEDUCTIONS		
Description	Current Amount	YTD Amount

AFTER-TAX DEDUCTIONS		
Description	Current Amount	YTD Amount

COMPANY CONTRIBUTIONS		
Description	Current Amount	YTD Amount



3033 North Third Ave.
Phoenix, AZ 85013

Bank of America NT & SA
555 Capitol Mall Suite, #150
Sacramento, CA 95814-4503
11-35/1210

Date 1/23/2015

17281475

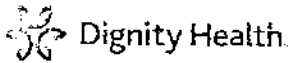
Advice Amount
\$ ***** 8.96

GABRIELLE R CIOFFI-KOGOD
28 VIA MIRA MONTE
HENDERSON, NV 89011

A

NON-NEGOTIABLE

00041



3033 N 3rd Avenue, Phoenix, AZ 85013
Payroll Service Center - 888-842-2362, Fax - 602-798-0466
PayrollConnect@DignityHealth.org

DIGNITY HEALTH

Pay Date: 02/13/2015

Pay Period: 02/01/2015 02/14/2015

Advice Number:

17382030

Net Pay:

\$237.88

EMPLOYEE INFORMATION				DIRECT DEPOSIT INFORMATION	
Name:	CIOFFI-KOGOD, GABRIELLE R.			Description	Amount
Employee No.:	24186				
Standard Hours Per Pay Period:					
Base Pay Rate:					
Process Level / Home Dept:	101 / 87549				

EARNINGS					
Description	Rate	Hours	Earnings	YTD Hours	YTD Earnings
Expense Reimbursement			237.88		246.84

SUMMARY						
Gross Pay does not include Non-Cash Taxable Amounts	HOURS PAID	GROSS PAY	PRE-TAX DEDUCTIONS (-)	TAXES (-)	AFTER TAX DEDUCTIONS (-)	NET PAY (-)
CURRENT	0.00	237.88	0.00	0.00	0.00	237.88
YTD						

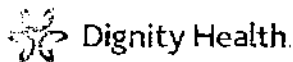
PAID TIME OFF STATEMENT				TAX INFORMATION			
Plan	Current Used	Current Earned	Balance	Tax Type	Marital Status	Exemptions	Additional Withholding
				FED	Married	0	
				ST		0	

TAX WITHHOLDING			
Description	Current Amount	YTD Amount	YTD Taxable Wages

PRE-TAX DEDUCTIONS		
Description	Current Amount	YTD Amount

AFTER TAX DEDUCTIONS		
Description	Current Amount	YTD Amount

COMPANY CONTRIBUTIONS		
Description	Current Amount	YTD Amount



3033 North Third Ave.
Phoenix, AZ 85013

Bank of America NT & SA
555 Capitol Mall Suite, #150
Sacramento, CA 95814-4503
11-35/1210

Date 2/13/2015

17382030

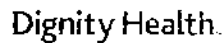
Advice Amount
\$ *****237.88

GABRIELLE R CIOFFI-KOGOD
28 VIA MIRA MONTE
HENDERSON, NV 89011

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NON-NEGOTIABLE

00042



DIGNITY HEALTH

Pay Date: 02/06/2015

Pay Period: 01/18/2015 01/31/2015

Advice Number:

17332937

Net Pay:

\$1,714.66

SUMMARY

Gross Pay does not include Non-Cash Taxable Amounts	HOURS PAID	GROSS PAY	PRE-TAX DEDUCTIONS	TAXES	AFTER TAX DEDUCTIONS	NET PAY
			(-)	(-)	(-)	(+)
CURRENT	48.00	2,255.76	136.45	405.64	0.00	1,714.66
YTD	144.00	8,778.22	406.35	1,216.95	0.00	5,155.92

PAID TIME OFF STATEMENT				TAX INFORMATION			
Plan	Current Used	Current Earned	Balance	Tax Type	Marital Status	Exemptions	Additional Withholding
PTO	8.00	7.5896	366.7088	FED ST	Married	0 0	

TAX WITHHOLDING			
Description	Current Amount	YTD Amount	YTD Taxable Wages
Federal Tax	232.95	698.85	6,366.28
Social Security	139.96	419.80	6,772.63
MediCare	32.73	98.20	6,772.63

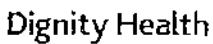
PRE-TAX DEDUCTIONS		
Description	Current Amount	YTD Amount
403(b) Savings Plan	135.45	406.35

AFTER TAX DEDUCTIONS	
----------------------	--

Description	Current Amount	YTD Amount

COMPANY CONTRIBUTIONS	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24
25	26
27	28
29	30
31	32
33	34
35	36
37	38
39	40
41	42
43	44
45	46
47	48
49	50
51	52
53	54
55	56
57	58
59	60
61	62
63	64
65	66
67	68
69	70
71	72
73	74
75	76
77	78
79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

Description	Current Amount	YTD Amount
Life Ins	3.49	10.47
LTD Ins	3.16	9.48
AD&D Ins	0.41	1.23



Bank of America NT & SA
555 Capitol Mall Suite, #150
Sacramento, CA 95814-4503
11-35/1210

Date 2/6/2015

17332937

Advice Amount
\$ *****1,714.06

A

NON-NEGOTIABLE

00043



Dignity Health

3033 N 3rd Avenue, Phoenix, AZ 850
Payroll Service Center - 888-842-2362, Fax - 602-798-04
PayrollConnect@DignityHealth.

DIGNITY HEALTH

Pay Date: 01/23/2015

Pay Period: 01/04/2015 01/17/2015

Advice Number:

17281474

Net Pay:

\$1,714

EMPLOYEE INFORMATION		DIRECT DEPOSIT INFORMATION	
Name:	CIOFFI-KOGOD, GABRIELLE R.	Description	Amount
Employee No.:	24186	CHECKING xxxxxx0129	1,714.64
Standard Hours Per Pay Period:	48.00		
Base Pay Rate:	46.9948		
Process Level / Home Dept:	101 / 87549		

EARNINGS					
Description	Rate	Hours	Earnings	YTD Hours	YTD Earnings
Regular	46.9947	48.00	2,255.75	48.00	2,255.75
PTO				48.00	2,255.76

NON-CASH TAXABLE AMOUNTS					
Group Term Life			1.79		3.58

SUMMARY						
Gross Pay does not include Non-Cash Taxable Amounts	HOURS PAID	GROSS PAY	PRE-TAX DEDUCTIONS (-)	TAXES (-)	AFTER TAX DEDUCTIONS (-)	NET PAY (+)
CURRENT	48.00	2,255.75	135.45	105.66	0.00	1,714.64
YTD	96.00	4,511.51	270.90	811.31	0.00	3,429.30

PAID TIME OFF STATEMENT				TAX INFORMATION			
Plan	Current Used	Current Earned	Balance	Tax Type	Marital Status	Exemptions	Additional Withholding
PTO	0.00	7.5696	367.1392	FED ST	Married	0	0

TAX WITHHOLDING			
Description	Current Amount	YTD Amount	YTD Taxable Wages
Federal Tax	232.95	465.90	4,244.1
Social Security	139.97	279.94	4,515.0
MediCare	32.74	65.47	4,515.0

PRE-TAX DEDUCTIONS		
Description	Current Amount	YTD Amount
403(b) Savings Plan	135.45	270.9

AFTER TAX DEDUCTIONS		
Description	Current Amount	YTD Amount

COMPANY CONTRIBUTIONS		
Description	Current Amount	YTD Amount
Life Ins	3.49	6.98
LTD Ins	3.16	6.32
AD&D Ins	0.41	0.82



Dignity Health

3033 North Third Ave.
Phoenix, AZ 85013

Bank of America NT & SA
555 Capitol Mall Suite, #150
Sacramento, CA 95814-4503
11/35/1210

Date 1/23/2015

17281474

Advice Amount:
\$ *****1,714.64

GABRIELLE R CIOFFI-KOGOD
28 VIA MIRA MONTE
HENDERSON, NV 89011

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NON-NEGOTIABLE

00044

FDF

James J. Jimmerson, Esq., NSB # 000264
 JIMMERSON HANSEN, P.C.
 415 South Sixth Street, Ste. 100
 Las Vegas, Nevada 89101
 (702) 388-7171
 Attorney for Defendant, DENNIS L. KOGOD

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EIGHTH JUDICIAL DISTRICT COURT
 CLARK COUNTY, NEVADA
 FAMILY DIVISION

John L. Jimmerson
 CLERK OF THE COURT

GABRIELLE CIOFFI-KOGOD,

Plaintiff,

Case No. D-13-489442-D

Dept. No. Q

vs.

DENNIS L. KOGOD,

Defendant.

DETAILED FINANCIAL DISCLOSURE FORM

What is your name? Dennis L Kogod
 First Name Middle Last Name (Maiden / Former Name)
 How old are you? 56 What is your date of birth? August 14, 1959
 What is your occupation? Health Care Executive
 Who is your employer? Davita From: Oct, 2005 To: Present
 Previous employer? Gambro From: July, 2000 To: Oct 2005
 What is your highest level of education? College - Undergraduate
 Level of disability _____ Agency/Physician Certifying Disability: _____

FAMILY RESIDENCE TABLE - In the table below, insert the names and ages of each person currently living with you.

NAME	AGE	MINOR CHILD OF THIS MARRIAGE/RELATIONSHIP?	MINOR CHILD NOT OF THIS MARRIAGE/RELATIONSHIP?	OTHER RELATIONSHIP (SPECIFY)
Nadia Kleusky	48			Partner
Nika Khapsalis	7	yes		
Denise Khapsalis	7	yes		
Elena Lawson	50			House

Income/Support from Others

I am _____ am not ☒ divorced from the other party in this action. I am _____ am not ☒ remarried.
 My current spouse is: ☒ is not: _____ currently employed.
 My current spouse earns: \$65,000.00 per _____ year

Attorney's Fees and Retainer(s)

As of the date of this Disclosure, a total of: \$25,000.00 has been paid by me or on my behalf to all counsel who have represented me in this matter. I have a Retainer balance of \$7,000.00 remaining in my attorney's Trust Account.
 I currently owe my attorney(s) a total of: _____
 I currently owe my prior attorney(s) a total of: _____

INCOME / EXPENSE SUMMARY	
INCOME SUMMARY	
Gross Monthly Income From All Sources	\$66,666.66
Mandatory Deductions	\$486,859.50
Gross Monthly Income Less Mandatory Deductions	-\$420,192.84
Voluntary Deductions	\$1,357,026.60
Net Monthly Income	-\$1,777,219.44
EXPENSE SUMMARY	
Necessities that I pay for myself	\$12,518.41
Necessities that I pay for the other party	\$500.00
Expenses that I pay for my child(ren) (of this relationship)	\$9,415.00
Mandatory support (child & spousal) to the Other Party	\$0.00
Mandatory support of others (including children NOT of this relationship)	\$0.00
Total Necessities for which I pay	\$22,433.41
Discretionary Expenses that I pay for myself	\$66,895.00
Discretionary Expenses that I pay for the other party	\$1,725.00
Discretionary support of others	\$1,500.00
Total Discretionary Expenses that I pay for	\$70,120.00
Total Expenses that I pay for	\$92,553.41
INCOME/EXPENSE SUMMARY	
Monthly Deficit / Surplus	-\$1,869,772.85
<p>If you have a monthly deficit, provide an explanation below of how you meet that deficit each month.</p> <p>SEE ATTACHED - I have reviewed the Financial Disclosure Form and have found it confusing and difficult to calculate my financial information on this form. That being said, I am attaching detailed lists of my assets and liabilities which should satisfy this Court. Any questions, please advise and I will be happy to supplement additional information, if necessary.</p>	

PERSONAL INCOME WORKSHEET						
YOUR INCOME :						AMOUNT
1 Gross Monthly Income from Employment						
2 Fill out ALL of the following that apply to you (Enter the number (1, 2, 3, or 4) in the box that describes your pay frequency):						
	PAY FREQUENCY	1=one time per month	2=two times per month	3=every two weeks	4=every week	Per Paycheck
	PAY FREQUENCY-1,2,3,or 4					Monthly
1	I get paid base salary/hourly wage		2	in the amount of	\$33,333.33	\$66,666.66
2	I receive overtime pay every		N/A	in the amount of		FALSE
3	I receive bonus pay every		12	in the amount of	\$1,100,000.00	FALSE
4	I receive commission every		N/A	in the amount of		FALSE
5	I receive tips every		N/A	in the amount of		FALSE
6	I receive a car allowance every		N/A	in the amount of		FALSE
7	I receive a gas allowance every		N/A	in the amount of		FALSE
8	I receive a housing allowance every		N/A	in the amount of		FALSE
9	I receive other allowance(s) every		X	in the amount of		FALSE
10	Business income (sole proprietorship, partnership, LLC, S Corp, etc) - For each business, attach most recent Schedule C Profit or Loss From Business, Form 1065 US Return of Partnership Income with applicable Form K-1, Form 1120S US Income Tax Return for an S-Corporation with applicable Form K-1, and/or Form 1120 US Corporation Income Tax Return AND YTD Income Statement (P&L). Enter the following information:				Net Monthly Income (After business expenses, but before taxes.)	
					If adjusted for percentage of business owned, please indicate percentage of ownership here:	
11 Gross Monthly Income from All Other Sources						
12	I receive spousal support/alimony (voluntary) (Court ordered) from the other party in this matter.					
	a total every month in the amount of					
13	I receive child support (voluntary) (Court ordered) from the other party in this matter.					
	a total every month in the amount of					
14	I receive support from others (not the other party in this case), a total every month in the amount of					\$0.00
15	I receive Social Security, a total every month in the amount of					\$0.00
16	I receive Social Security Disability/Military Disability income a total every month in the amount of					\$0.00
17	I receive Supplemental Security Income, a total every month in the amount of					
18	I receive Worker's Compensation Benefits, a total every month in the amount of					\$0.00
19	I receive Unemployment Benefits, a total every month in the amount of					\$0.00
20	I receive Pension/Retirement Income, a total every month in the amount of					\$0.00
21	I receive interest income, a total every month in the amount of					\$0.00
22	I receive dividend and/or royalty income, a total every month of					\$0.00
23	I receive payments from a partnership, S Corp, LLC, Trust, or other entity, a total every month of					\$0.00
24	I receive gross rental income each month in the amount of					\$0.00
25	I receive other income (roommates, parents, gifts, other), a total every month of					\$0.00
	Describe the source and amount of any "other" income referenced above:					
	Describe any benefits or perks paid by your employer (including but not limited to the use of any vehicle, club membership, etc.) and your estimated value of such benefits or perks:					\$0.00
26 TOTAL GROSS MONTHLY INCOME						\$66,666.66
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR GROSS MONTHLY INCOME						
See Exhibit "A" attached hereto.						

NOTE: YOU MUST ATTACH YOUR LAST THREE PAY STUBS/STATEMENTS TO THE BACK OF THIS FORM PRIOR TO FILING

PERSONAL DEDUCTIONS WORKSHEET			
YOUR DEDUCTIONS :			AMOUNT
Mandatory Monthly Paycheck Deductions			
Fill out ALL of the applicable items:			
1	I have Federal Income Tax withheld every paycheck in the amount of	\$228,951.48	\$457,902.96
2	I have Social Security Taxes withheld every paycheck in the amount of	\$302.25	\$604.50
3	I have Medicare withheld every paycheck in the amount of	\$14,042.65	\$28,085.30
4	I have Union Dues withheld every paycheck in the amount of		\$0.00
5	I have Court-ordered Child Support withheld every paycheck in the amount of		\$0.00
6	I have other Court-ordered garnishments withheld every paycheck in the amount of		\$0.00
7	I have health insurance premiums withheld every paycheck in the amount of	\$133.37	\$266.74
8	List all other mandatory deductions, including amounts, withheld every paycheck:		\$0.00
Total MANDATORY Deductions Per Month			\$486,859.50
Voluntary Monthly Paycheck Deductions			
Fill out ALL of the applicable items:			
8	I have Life, Disability, &/or other insurance premiums withheld every paycheck in the amount of		\$0.00
9	I have Federal Health Savings Plan every paycheck withheld in the amount of		\$0.00
10	I have Retirement/Pension/IRA/401(k) withheld every paycheck in the amount of	\$729.17	\$1,458.34
11	I have Savings withheld every paycheck in the amount of		\$0.00
12	I have other (specify below) voluntary sums withheld every paycheck in the amount of	\$677,784.13	\$1,355,568.26
13	List all other voluntary deductions, including amounts, withheld every paycheck:		\$0.00
14	Total VOLUNTARY Deductions Per Month		\$1,357,026.60
15	TOTAL DEDUCTIONS PER MONTH		\$1,843,886.10
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR DEDUCTIONS See Exhibit "A" attached hereto.			

PERSONAL EXPENSE WORKSHEET: NECESSITIES				TOTAL AMOUNT I PAY DIRECTLY FOR MYSELF	TOTAL AMOUNT I PAY DIRECTLY FOR THE OTHER PARTY	TOTAL PAID DIRECTLY BY THE OTHER PARTY FOR ME
DO NOT REPORT ANY CHILD-RELATED EXPENSES ON THIS PAGE. A SEPARATE PAGE FOR CHILD-RELATED EXPENSES IS ATTACHED.						
1	I own my home	<input checked="" type="checkbox"/> X	I rent / lease my home			
	I share a home or apartment with someone else					
	I pay a monthly mortgage/rent/lease payment (for the home I live in and/or home the other party lives in) in the amount of			\$0.00		
	I pay a monthly second mortgage (for the home I live in and/or home the other party lives in) in the amount of			\$0.00		
	I pay a monthly Home Equity Line of Credit ("HELOC") (for the home I live in and/or home the other party lives in) in the amount of			\$0.00		
	If not included in my mortgage payment(s), I pay property taxes (for the home I live in and/or home the other party lives in) in the amount of			\$5,400.00		
	If not included in my mortgage/rent payment(s), I pay a monthly home owners/renters insurance premium (for the home I live in and/or home the other party lives in) in the amount of			\$600.00		
	I pay monthly Home Owner's Association dues (for the home I live in and/or the home the other party lives in) in the amount of			\$150.00		
	I pay a Special Assessment Fee (for the home I live in and/or the home the other party lives in) in the amount of			\$0.00		
2	I pay the following utilities and telephone expenses (for the home I live in and/or the home the other party lives in) each month:					
	Gas/Heating Oil			\$1,335.00		
	Electricity			\$2,287.00		
	Water			\$0.00		
	Garbage and sewer			\$0.00		
	Landline (if part of a "bundled" service, indicate the total amount here)			\$54.10		
	Cellular service (if not included in the Landline/bundled service above)					
	Internet service (if not included in the landline/bundled service above)			\$92.29		
3	I spend the following each month for healthcare related expenses for myself and/or the other party (Not paid from a Health Savings Plan):					
	Medical insurance (including hospitalization, dental, vision, etc.) for myself and/or the other party (Not already deducted from my paycheck)					
	Out-of-pocket/unreimbursed cost of medical, dental, optical, and prescription expenses for myself and/or other party			\$500.00		
	Out-of-pocket/unreimbursed cost of therapy or counseling (for myself and/or other party)			\$2,000.00	\$500.00	
4	I spend the following for groceries, household goods and incidentals, not including entertainment or dining out, each month:			\$100.00		
5	I own/lease		my car.			
			I live own or lease			
			the other party's car.			
	ADDITIONAL VEHICLES SHOULD BE LISTED ON THE SUPPLEMENT PAGE					
	Monthly loan / lease payment (for my car and/or the other party's car)					
	Gasoline and oil (for my car and/or the other party's car)					
	Automobile insurance (if you have policy covering more than one car, separate the amount for your car and/or for other party's car)					
	Parking, public transportation, other					
6	I pay the following monthly mandatory amounts for the support of others:					
	Court-ordered child support (if paid to the other party in this case for a child of this relationship, include amount in the "Total Amount I Pay Directly For The Other Party" (right) column. If for a child of another relationship, include amount in the "Total Amount I Pay Directly For Myself" (left) column)					
	Court-ordered spousal support (if paid to the other party in this case, include amount in the "Total Amount I Pay Directly For The Other Party" (right) column. If paid to someone else from a prior relationship, include amount in the "Total Amount I pay Directly For Myself" (left) column)					
7	I spend the following each month on education, uniforms, dues, memberships, subscriptions, or other mandatory requirements to maintain employment. I DO NOT receive reimbursement from the employer for any of these expenses					
TOTAL NECESSITIES:				\$12,518.41	\$500.00	\$0.00
* Divide by 3 if paid quarterly; Divide by 6 if paid semi-annually; Divide by 12 if paid annually						
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR NECESSITIES						

PERSONAL EXPENSE WORKSHEET: DISCRETIONARY EXPENSES				TOTAL AMOUNT I PAY DIRECTLY FOR MYSELF	TOTAL AMOUNT I PAY DIRECTLY FOR THE OTHER PARTY	TOTAL AMOUNT PAID DIRECTLY BY THE OTHER PARTY FOR ME
DO NOT REPORT ANY CHILD-RELATED EXPENSES ON THIS PAGE. A SEPARATE PAGE FOR CHILD-RELATED EXPENSES IS ATTACHED.						
8 I spend the following monthly amounts for House Maintenance (for the house I live in and/or the house the other party lives in) each month:						
	House cleaning service			\$360.00		
	Garden/Lawn care			\$150.00		
	Pool/spa service			\$225.00		
	Pest Control			\$80.00		
	Security / Alarm Service			\$130.00		
9 I spend the following monthly amounts for my pet's expenses (food, grooming, healthcare, boarding):						
10 Each month I pay the following minimum credit card and other consumer installment payments on my and/or the other party's credit cards: (List name of Issuing Bank or Lender, last four digits of account number and total outstanding balance) See Exhibit "B" attached hereto						
	Credit Card or entity to whom installment payment is made #1	Amex Opt	Total balance due is	\$23,000.00		
	Credit Card or entity to whom installment payment is made #2	Visa Black	Total balance due is	\$22,900.00		
	Credit Card or entity to whom installment payment is made #3	Wells Fargo	Total balance due is	\$15,000.00		
	Credit Card or entity to whom installment payment is made #4		Total balance due is			
	Credit Card or entity to whom installment payment is made #5		Total balance due is			
	Credit Card or entity to whom installment payment is made #6		Total balance due is			
	Credit Card or entity to whom installment payment is made #7		Total balance due is			
	Credit Card or entity to whom installment payment is made #8		Total balance due is			
11 I spend the following amounts each month for clothing and related expenses:						
	Clothing, shoes and accessories			\$500.00		
	Dry cleaning and/or laundry service			\$1,000.00		
12 I spend the following each month on appearance (hair, manicures/pedicures, facials, massages, cosmetics, other):				\$250.00	\$600.00	
13 I spend the following amounts for Entertainment each month (dining out, movies, shows, books, magazines, etc.):				\$250.00	\$500.00	
14 I pay the following amounts for non-mandatory dues and/or membership fees (professional, fraternal organizations, country club, etc.):				\$725.00		
15 I pay the following monthly Health/Exercise-related expenses (health club membership fee(s), personal training, etc.):				\$225.00	\$225.00	\$45.00
16 I spend the following monthly average amount for vacation expenses (total vacation cost per year divided by 12):				\$500.00	\$600.00	
17 I pay the following monthly premiums for discretionary/non-mandatory insurance (life, disability, other) (NOT already deducted from my paycheck)						
18 I spend the following amount each month on church tithes and/or charitable donations (pro-rata quarterly, semi-annual or annual payments) - See Exhibit "C"						
19 I spend the following amount each month in voluntary support of others:						
	Expenses for an adult non-dependent child (i.e., college, living or other expenses) SPECIFY:					
	Elder care (specify the parent or parents for whom you pay elder care expenses)			\$1,500.00		
	Sheldoa and Marsha Kogod					
20 Each month I pay the following other miscellaneous expenses:						
	PO Box Rental					
	Safety Deposit Box Rental (where located)					
	Storage					
	Other:					
TOTAL DISCRETIONARY EXPENSES				\$68,395.00	\$1,725.00	\$45.00
SUBTOTAL FROM ADDITIONAL REAL PROPERTY WORKSHEET				\$0.00	\$0.00	\$0.00
SUBTOTAL FROM ADDITIONAL VEHICLES WORKSHEET				\$0.00	\$0.00	\$0.00
TOTAL MONTHLY DISCRETIONARY EXPENSES				\$68,395.00	\$1,725.00	\$45.00
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR PERSONAL EXPENSES.						
For #10 - See Exhibit "B" attached hereto. For #17 - See Exhibit "A" attached hereto						

2/2/16
Revised 8/17/16

ADDITIONAL REAL PROPERTY WORKSHEET		TOTAL AMOUNT I PAY DIRECTLY FOR MYSELF	TOTAL AMOUNT I PAY DIRECTLY FOR THE OTHER PARTY	TOTAL AMOUNT PAID DIRECTLY BY THE OTHER PARTY
Use this Supplemental Worksheet to provide information for any additional real property as needed.				
ADDITIONAL REAL PROPERTY (HOUSE, CONDO, VACANT LAND, ETC.)				
1 I own this additional property (insert address):				
2 If the other party receives rental income each month for this property in the amount of:				
3 I pay a monthly mortgage on the rental property payment in the amount of				
4 I pay a monthly second mortgage in the amount of				
5 I pay a monthly Home Equity Line of Credit ("HELOC") in the amount of				
6 If not included in my mortgage payment(s), I pay property taxes in the amount of (divide payment to reach a monthly amount)				
7 If not included in my mortgage payment(s), I pay a monthly home owners/renters insurance premium in the amount of (divide payment to reach a monthly amount)				
8 I pay monthly Home Owner's Association dues in the amount of				
9 I pay a monthly Special Assessment Fee in the amount of (to calculate a monthly amount divide: quarterly payment by 3; semi-annual payment by 6 or annual payment by 12)				
10 I pay the following utilities for this property each month (gas, electricity, water, garbage, sewer, etc.)				
11 I pay the following maintenance expenses for this property each month (landscape maintenance, pool, pest control, etc.)				
12 I pay other expenses related to the ownership/maintenance of this home in the amount of (Specify each "other" expense, to whom paid, and the amount below. Insert the TOTAL "Other Expenses" in the appropriate column.)				
Total expenses for this property:		\$0.00	\$0.00	\$0.00
NET INCOME/ LOSS FROM THIS PROPERTY:		\$0.00	\$0.00	\$0.00
1 I own this additional property (insert address):				
2 If the other party receives rental income each month for this property in the amount of:				
3 I pay a monthly mortgage on the rental property payment in the amount of				
4 I pay a monthly second mortgage in the amount of				
5 I pay a monthly Home Equity Line of Credit ("HELOC") in the amount of				
6 If not included in my mortgage payment(s), I pay property taxes in the amount of (divide payment to reach a monthly amount)				
7 If not included in my mortgage payment(s), I pay a monthly home owners/renters insurance premium in the amount of (divide payment to reach a monthly amount)				
8 I pay monthly Home Owner's Association dues in the amount of				
9 I pay a monthly Special Assessment Fee in the amount of (to calculate a monthly amount divide: quarterly payment by 3; semi-annual payment by 6 or annual payment by 12)				
10 I pay the following utilities for this property each month (gas, electricity, water, garbage, sewer, etc.)				
11 I pay the following maintenance expenses for this property each month (landscape maintenance, pool, pest control, etc.)				
12 I pay other expenses related to the ownership/maintenance of this home in the amount of (Specify each "other" expense, to whom paid, and the amount below. Insert the TOTAL "Other Expenses" in the appropriate column.)				
Total expenses for this property:		\$0.00	\$0.00	\$0.00
NET INCOME/ LOSS FROM THIS PROPERTY:		\$0.00	\$0.00	\$0.00
TOTAL NET INCOME / LOSS FROM INVESTMENT PROPERTIES:		\$0.00	\$0.00	\$0.00
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR ADDITIONAL REAL PROPERTY				

ADDITIONAL VEHICLES WORKSHEET - See Exhibit "B" attached hereto.		TOTAL AMOUNT PAY DIRECTLY FOR MYSELF	TOTAL AMOUNT PAY DIRECTLY FOR THE OTHER PARTY	TOTAL AMOUNT PAID DIRECTLY BY THE OTHER PARTY
Use this Supplemental Worksheet to provide information for any additional motor vehicles as needed.				
ADDITIONAL VEHICLES				
I/we own or lease	an additional vehicle. Explain			
	Monthly loan / lease payment for this additional vehicle			
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)			
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
I/we own or lease	an additional vehicle. Explain			
	Monthly loan / lease payment for this additional vehicle			
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)			
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
I/we own or lease	an additional vehicle. Explain			
	Monthly loan / lease payment for this additional vehicle			
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)			
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
I/we own or lease	an additional vehicle. Explain			
	Monthly loan / lease payment for this additional vehicle			
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)			
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
I/we own or lease	an additional vehicle. Explain			
	Monthly loan / lease payment for this additional vehicle			
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)			
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
I/we own or lease	an additional vehicle. Explain			
	Monthly loan / lease payment for this additional vehicle			
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)			
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
I/we own or lease	an additional vehicle. Explain			
	Monthly loan / lease payment for this additional vehicle			
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)			
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
I/we own or lease	an additional vehicle. Explain			
	Monthly loan / lease payment for this additional vehicle			
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)			
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
I/we own or lease	an additional vehicle. Explain			
	Monthly loan / lease payment for this additional vehicle			
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)			
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
I/we own or lease	an additional vehicle. Explain			
	Monthly loan / lease payment for this additional vehicle			
	Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)			
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
TOTAL NET INCOME / LOSS FROM VEHICLES:				
		\$0.00	\$0.00	\$0.00

CHILD(REN)'S PERSONAL EXPENSE WORKSHEET (ENTER EXPENSES FOR CHILD(REN) OF THIS RELATIONSHIP ONLY)		TOTAL AMOUNT I PAY FOR MINOR CHILD(REN)	TOTAL AMOUNT OTHER PARTY PAYS FOR MINOR CHILD(REN)	TOTAL AMOUNT PAID BY ANOTHER FOR MINOR CHILD(REN)
1	Child(ren)'s monthly expenses for clothes, shoes & accessories:	\$600.00	\$0.00	
2	Child(ren)'s monthly unreimbursed medical expenses:			
	medical co-pays	\$2,226.00	\$0.00	
	medication (prescription & over-the-counter)			
	optometry			
	dental and orthodontic			
	physical therapy, counseling, other			
3	Child(ren)'s monthly expenses for telephone, cellular telephone, internet			
4	Child(ren)'s monthly expenses for entertainment, dining out, movies, music, other	\$150.00		
5	Child(ren)'s monthly expenses for appearance (hair, manicure/pedicure, facials/massage, cosmetics, other):	\$60.00		
6	Children's monthly expenses for insurance (other than health insurance):	\$0.00		
7	Child(ren)'s monthly education-related expenses (if paid quarterly, divide by 3; semi-annually, divide by 6; annually, divide by 12)			
	Tuition, books & fees			
	Tutoring	\$500.00		
	Special Needs (specify)			
	Uniforms			
	Meals (if not included in tuition)	\$100.00		
	Extracurricular (sports, music, art, etc.)	\$800.00		
	Other: List specific "other" education expenses incurred and amount(s) paid, the insert the total in the appropriate column at right.			
8	Childcare expenses (daycare, before and after school care, Nanny, etc.)	\$3,600.00		
9	Summer programs / summer camp	\$1,000.00		
10	Child(ren)'s vehicle (lease/payment, insurance, gas)			
11	Transportation related to visitation - if the child(ren) live in another city/state (pro-rate expenses over the year for a monthly amount, if necessary):			
	Airfare			
	Car Rental			
	Hotel/Motel			
	Parking (at airport or other)			
	Public Transportation			
	Other: List specific "other" transportation expenses incurred and amount(s) paid, the insert the total in the appropriate column at right.			
12	Child(ren)'s Total Monthly Expenses	\$9,415	\$0	\$0
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR CHILDREN'S PERSONAL EXPENSES				

CLAIMANT / DEFENDANT

2/11/15 8:11 PM							
ITEM	LAST 4 DIGITS OF ACCOUNT NUMBER	WHOSE NAME IS ON ACCOUNT	ENTER "S" FOR ANY SEPARATE PROPERTY (complete why if separate)	GROSS VALUE	Amount you owe on this asset NO. 1	Amount you owe on this asset NO. 2	NET VALUE

ASSETS

BANK ACCOUNTS

1	BOA Joint Checking	Both		100,000			100,000
2	BOA Pledged	Both		297,491			297,491
3	BOA Investment	Both		583,182			583,182
4	Wells Fargo Checking	Denita	S	25,000			25,000
5	Wells Fargo Savings	Denita	S	100,000			100,000
6							0
7	Total From Accounts on Page 7(a)			0	0	0	0
8	Subtotal			1,115,673	0	0	1,115,673

INVESTMENTS / SECURITIES

9	US5	Family Trust		25,500,000			25,500,000
10							0
11							0
12							0
13							0
14							0
15	Subtotal			25,500,000	0	0	25,500,000

RETIREMENT ACCOUNTS

16	Delta Retirement	Denita	S	651,345			651,345
17	Teladeflex Pension						0
18	Subtotal			651,345	0	0	651,345

LIFE INSURANCE POLICIES

				WHOLE CASH VALUE			
19	Principal			1,000,000			1,000,000
20	ABC			1,000,000			1,000,000
21	DeVita			800,000			800,000
22	Subtotal			2,800,000	0	0	2,800,000

BUSINESS INTERESTS

23	Therapeutic, LLC Investment			100,000			100,000
24	Pray for Uvula Investment			81,000			81,000
25	Moe LLC Investment			125,000			125,000
26							0
27							0
28	Subtotal			306,000	0	0	306,000

RECEIVABLES / DEPOSITS

29	Bus Loan - Kim Matthews			25,000			25,000
30	Personal Loan - Bernia Kogod			25,000			25,000
31	Business Loan - Mitch Kogod			150,000			150,000
32	Personal Loan - Sheldon Kogod			25,000			25,000
33							0
34	Subtotal			225,000	0	0	225,000

REAL PROPERTY

35	Oahu Pass	Denita Trust		5,100,000			5,100,000
36	San Vincente Condo	Sheldon Kogod		479,800			479,800
37	Canon Condo	Denita & Brother		552,000			552,000
38							0
39	Subtotal			6,132,000	0	0	6,132,000

AUTOMOBILES

40							
41	Automobiles & Boat			1,839,000			1,839,000
42							0
43							0
44	Subtotal			1,839,000	0	0	1,839,000

PERSONAL PROPERTY

45	Furnishing Oak Pass		S	55,000			55,000
46	Jewelry / Watches		S	45,000			45,000
47	Miscellaneous		S	15,000			15,000
48	Subtotal			115,000	0	0	115,000
				36,584,618	0	0	36,584,618

BRANDT'S PORTFOLIO							
2/11/15 8:11 PM							
ITEM	LAST 4 DIGITS OF ACCOUNT NUMBER	WHOSE NAME IS ON ACCOUNT	ENTER "S" FOR ANY SEPARATE PROPERTY (separate only if separate)	GROSS VALUE	Amount you owe on this asset	Amount you owe on this asset	NET VALUE
	VALUE		VALUE	VALUE	NO. 1	NO. 2	VALUE

LIABILITIES:

LONG TERM DEBT NOT LISTED ABOVE:

49							0
50							0
51							0
52							0
53							0
54	Subtotal						0

OTHER LIABILITIES NOT LISTED ABOVE:

55							0
56							0
57							0
58							0
59							0
60							0
61							0
62							0
63							0
64	Subtotal						0

TOTAL UNSECURED LIABILITIES

NET VALUE OF ASSETS (NET EQUITY)

				0			0
				39,824,618			39,824,618

USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR ASSET AND DEBT CHART

2/11/15 5:11 PM							
ITEM	LAST 4 DIGITS OF ACCOUNT NUMBER	WHOSE NAME IS ON ACCOUNT	ENTER "S" FOR ANY SEPARATE PROPERTY (explain why if separate)	GROSS VALUE	Amount you owe on this asset NO. 1	Amount you owe on this asset NO. 2	NET VALUE
	VALUE		VALUE	VALUE			

ADDITIONAL BANK ACCOUNTS:

7a							
7b							
7c							
7d							
7e							
7f							
7g							
7h							
7i							
7j							
7k							
7l							
7m							
7n							
7o							
7p							
7q							
7r							
7s							
7t							
7u							
7v							
7w							
7x							
7y							
7z							
Subtotal				0	0	0	0

SIGNATURE PAGE

Please read the questions below and check "yes" or "no."

	YES	NO
1. Are you contributing to anyone's expenses except your current spouse (if any), the other party and/or children as reported herein?	X	
2. Is anyone contributing to your expenses other than your current spouse (if any) or the other party as reported herein?		X
3. Are you providing any voluntary unpaid services to any entity, group or person?		X
4. Have you canceled any monthly services (housecleaning, cable, lawn care, etc) in the past twelve (12) months?		X
5. Have you removed money from any retirement or deferred compensation account in the past twelve (12) months?		X
6. Have you traveled with anyone other than your current spouse (if any) or alone in the past twelve (12) months?	X	
7. Have you transferred assets totaling \$500 or more in the past twelve (12) months?	X	
8. Have you deferred receiving any money that you are entitled to receive?		X
9. Is anyone holding money for you?		X
10. Have you accrued sick/vacation days that you can cash out through your employer?		X
11. Do you have money on deposit anywhere? i.e. purchase of a home or car, country club membership, landlord		X
12. Have you prepaid any expenses?		X
13. Have you loaned money totaling over \$300 to anyone in the past twelve (12) months?	X	
14. Have you made charitable contributions totaling over \$500 in the past twelve (12) months?	X	
15. Does anyone owe you money?	X	
16. Are you owed back child support or spousal support?		X
17. Have you modified your payroll deductions in the past twelve (12) months?		X
18. Are you in Bankruptcy?		X
19. Is your current gross monthly income significantly different (20% or more) from the average for the past 12 months?		X
20. Do you hold any assets outside of the United States?		X

I am the ☐ Plaintiff/Petitioner ☒ Defendant/Respondent in the above action. I swear or affirm under penalty of perjury that I read and followed all instructions in completing this Financial Disclosure Form and that the contents of this Financial Disclosure Form are true and correct to the best of my knowledge as of this date. I understand that, by my signature, I verify the material accuracy of the contents of this Form. I also understand that any willful misstatements may be contemptuous and could result in my punishment by the Court.

I understand that I have a duty to supplement the information on this form within ten (10) calendar days of discovering additional assets or debts or upon discovering any incorrectly reported information or upon any changed circumstances.

Executed: 02/27/15

Signature: 

SIGNATURE OF ATTORNEY (if represented by counsel):

By signing this form, the attorney of record certifies that he or she has read the factual statements made by the Declarant, and there exists a reasonable basis to believe that this financial disclosure is likely to have evidentiary support after further investigation or discovery.

Executed: _____

Signature: _____

Exhibit A

Exhibit A

2014 Pay Summary for Dennis Kogod

Type	Description	Annual Amt	Annual Total by Type	Monthly Amt	Monthly Total by Type
Earnings	Reg Earnings	800,000.24	14,386,237.37	66,666.69	1,198,853.11
	Bonus	1,100,000.00		91,666.67	
	Imputed Income for Company Paid Life Insurance*	3,045.12		253.76	
	Non Cash Fringe*	32,856.00		2,738.00	
	Stock Plan Award	12,486,237.13		1,040,519.76	
Taxes	OASDI	7,254.00	6,265,078.84	604.50	522,089.90
	Medicare	337,021.54		28,085.13	
	Fed Withholding	5,494,835.60		457,902.97	
	State Tax - CA	420,617.61		35,051.47	
	State Tax - CA	5,350.09		445.84	
Pre-Tax Deductions	401k	17,500.00	21,700.82	1,458.33	1,808.40
	Dental	961.74		80.15	
	Fed Hlth Tax	126.10		10.51	
	Medical	1,983.02		165.25	
	Vision	130.00		10.83	
	Spouse Points	800.02		66.67	
	TM Points	199.94		16.66	
After-Tax Deductions	Vol ADD	60.06	7,706,441.85	5.01	642,203.49
	DaPac	2,405.00		200.42	
	DVN	364.00		30.33	
	DVV Trust	728.00		60.67	
	Legal	189.02		15.75	
	Sup Life	489.80		40.82	
	Basic LTD	241.80		20.15	
	Supp LTD	967.20		80.60	
	Net Option	3,189,633.33		265,802.78	
	Net Stock Option	4,510,459.10		375,871.59	
	STD Buy-up	604.50		50.38	
	Phone	300.04		25.00	
TOTALS			393,015.86		32,751.32

*Imputed income and non-cash fringe are added to earnings only so they can be taxed, they do not count as regular income, so they are not represented in the earnings subtotals.

OMB No. 1545-0046
REISSUED STATEMENT
 1 Current Number: 1 Wages, tips, other compensation: 2 Federal income tax withheld:
 14400437.67 5494835.60
 3 Employer identification number (EIN): 4 Social security wages:
 62-1323090 117000.00 7254.00
 5 Employee's social security number: 6 Medicare wages and tips:
 -3700 14417937.67 337021.54
 7 Employer's name, address and ZIP code:
 TOTAL RENTAL CARE INC
 PO BOX 2076
 TACOMA WA 98401-2076

7 Social security tips: 8 Allocated tips: 9
 10 Dependent care benefits: 11 Ror qualified plans: 12a C 3045.12
 12b D 17500.00 12c V 12486237.13 12d DD 14356.94
 13a Stipend: 13b Retirement plan: 13c Other: 13d X
 14 Employee's name, address and ZIP code:
 DENNIS L KOGOD
 9716 OAK PASS ROAD
 BEVERLY HILLS CA 90210

2014
 W-2
 15 State: CA 16 Employee's state ID no.: 39769179 17 State wages, tips, etc.: 14400437.67
 18 Social security tax: 425967.70 19 Local income tax, etc.:
 20 Local income tax: 21 Local taxes:
 22 Local taxes:
 Department of the Treasury - Internal Revenue Service

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 20 Local income tax: 21 Local taxes:
 22 Local taxes:
 Department of the Treasury - Internal Revenue Service

2014 Form W-2	1a State Employer's state ID no.	1b State wage, net, etc.
Wage and Tax Statement Copy 2 To Be Filed With Employee's State, City, or Local Income Tax Return	17 State income tax	18 Unemployment tax, etc.
	19 Local income tax	20 Locality code

Department of the Treasury -

2014	13 State Employee's state ID, etc.	14 State worker ID, etc.
W-2		
Wage and Tax Statement	17 State income tax	18 Local wages, etc.
Copy 2 To Be Filed With Employee's State, City, or Local Income Tax Return		
	19 Local income tax	20 Locality name
Department of the Treasury -		

Exhibit B

Exhibit B

Dennis Kogod

Financial Disclosure

7-Feb-15

Assets

<u>Description</u>	<u>Acct #</u>	<u>Owned</u>	<u>HOA/YR</u>	<u>Estimated Value</u>	<u>Name on Acct</u>	<u>Annual Taxes /Registration</u>
Home	Oak Pass	Yes	1500	5,100,000	Denika Trust	60,000
Condo	San Vicente	Yes	7,200	479,800	Sheldon Kogod	7,500
Condo	Canon	yes	6,500	552,800	Dennis/Mitch	8,500
Boat	Marquis	yes	24,000	1,100,000	Denika	9,000,000
Car	13 Ferrari	yes		279,000	Self	2,500
Car	15 Bentley	yes		255,000	Self	2,500
Car	14 Mercedes	No	6,500 Lease		Self	1,500
Car	15 Bentley	yes		205,000	Nadine	2,500
Car	13 Hyundai	No	4,000		Sheldon Kogod	1,000

Bank Accounts

<u>BANK</u>	<u>Description</u>	<u>Estimated Daily Balance</u>	<u>Name on Account</u>		
BOA	Joint Checking	100,000	Dennis and Gabrielle		
BOA	Pledged/ 0093	297,491	Dennis and Gabrielle		
BOA	Investment/ .0637	593,182	Dennis and Gabrielle		
Wells Fargo	Checking	25,000	Dennis		
Wells Fargo	Savings	100,000	Dennis		
UBS	Investment Acct	25,500,000	Family Trust		

Furniture and Jewelry

<u>Description</u>	<u>Estimate Value</u>				
Furnishing Oak Pass	55,000				
Jewelry/Watches	45,000				
Misc	15,000				

Retirement Account

<u>Description</u>	<u>Current Value</u>				
Davita Retirement	651,345.23				
Teleflex Pension	900.00 per month paid at age 65				

Credit Cards

<u>Card</u>	<u>Last 4 Digits</u>	<u>Revolving</u>	<u>Paid Monthly in Full</u>	<u>Average Monthly Balance</u>		
Amex Opt	2003	yes		25,000		
Amex Plat	9008		Yes	0		
Amex Centurion	2007		Yes	0		
Visa Black	5185	yes		23,000		
Wells Fargo	1032	Yes		15,000		
Citi Card	7911	Yes		0		

Loans/Loc/Lease

<u>Description</u>		<u>Annual Payments</u>		
Mercedes Lease		7000		
Hyundai Lease	Paid by my father			

Insurance Policies

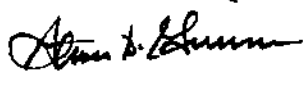
<u>Description</u>	<u>Term/Whole</u>	<u>Beneficiary</u>	<u>Policy Amount</u>	<u>Annual Cost</u>		
Principal	Whole	Nadine/Kids	1,000,000	6364.12		
AIG	Term	Nadine/Kids	1,000,000	2697.5		
DaVita	Whole	Gabrielle	800,000	3045.12		

Receivables

<u>Description</u>	<u>Owed by Whom</u>	<u>Purpose</u>	<u>Balance</u>	<u>Due</u>	<u>Interest</u>	
Loan	Kim Matthews	Bus Loan	25,000	6/1/2015	12%	
Loan	Bernie Kogod	Personal	25,000	6/1/2015	5%	
Loan	Mitch Kogod	Business	150,000	12/31/2015	5%	
Loan	Sheldon Kogod	Personal	25,000	Will	3%	

Miscellaneous

<u>Description</u>	<u>Details</u>	<u>Purpose</u>	<u>Value</u>			
Thomasina LLC	Production Project	Investment	100,000			
Pray for Ukraine	Production Project	Investment	81,000			
Moe LL	Fashion	Investment	125,000			


CLERK OF THE COURT

1 COS
2 JIMMERSON HANSEN, P.C.
3 JAMES J. JIMMERSON, ESQ.
4 Nevada Bar No. 000264
5 jjj@jimersonhansen.com
6 415 South Sixth Street, Suite 100
7 Las Vegas, Nevada 89101
8 (702) 388-7171
9 Attorneys for Defendant, DENNIS L. KOGOD

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

8 GABRIELLE CIOFFI-KOGOD,) CASE NO. D-13-489442-D
9 Plaintiff,) DEPT. NO. Q
10 v.)
11 DENNIS L. KOGOD,)
12 Defendant.)

CERTIFICATE OF SERVICE

14 Pursuant to NRCP 5(b), I certify that I am an employee of JIMMERSON HANSEN,
15 P.C., and that on this 27th day of February, 2015, I caused a document entitled **DETAILED**
16 **FINANCIAL DISCLOSURE FORM** to be served as follows:

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

26 To the attorney(s) listed below at the address, email address, and/or facsimile number
27 indicated below:

26 Radford J. Smith, Esq.
27 Garima Varshney, Esq.
28 RADFORD J. SMITH, CHTD.
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074


An employee of JIMMERSON HANSEN, P.C.

JIMMERSON HANSEN, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 388-7171 Facsimile (702) 387-1167

FDF

James J. Jimmerson, Esq., NSS # 000264
 JIMMERSON HANSEN, P.C.
 415 South Sixth Street, Ste. 100
 Las Vegas, Nevada 89101
 (702) 356-7171
 Attorney for Defendant, DENNIS L. KOGOD

Electronically Filed
 05/29/2015 04:11:47 PM

John L. Johnson
 CLERK OF THE COURT

EIGHTH JUDICIAL DISTRICT COURT
 CLARK COUNTY, NEVADA
 FAMILY DIVISION

GABRIELLE CIOFFI-KOGOD,

Plaintiff,

Case No. D-13-489442-D

Dept. No. Q

vs.

DENNIS L. KOGOD,

Defendant.

AMENDED
 DETAILED FINANCIAL DISCLOSURE FORM

What is your name? Dennis L. Kogod
 First Name Middle Last Name (Maiden / Former Name)
 How old are you? 53 What is your date of birth? August 14, 1959
 What is your occupation? Health Care Executive
 Who is your employer? Davita From: Oct., 2005 To: Present
 Previous employer? Gambro From: July, 2000 To: Oct. 2005
 What is your highest level of education? College - Undergraduate
 Level of disability Agency/Physician Certifying Disability

FAMILY RESIDENCE TABLE - In the table below, insert the names and ages of each person currently living with you.

NAME	AGE	MINOR CHILD OF THIS MARRIAGE/RELATIONSHIP?	MINOR CHILD/NOT OF THIS MARRIAGE/RELATIONSHIP?	OTHER RELATIONSHIP (SPECIFY)
Nadia Kevsky	48			Partner
Nika Khapalis	7	yes		
Danise Khapalis	7	yes		
Elena Lawson	50			Daughter

Income/Support from Others

I am _____ am not ☒ divorced from the other party in this action. I am _____ am not ☒ remarried.
 My current spouse is: ☒ is not: _____ currently employed.
 My current spouse earns: \$85,000.00 per year

Attorney's Fees and Retainer(s)

As of the date of this Disclosure, a total of: \$50,159.00 has been paid by me or on my behalf to all counsel who have represented me in this matter. I have a Retainer balance of \$- remaining in my attorney's Trust Account.
 I currently owe my attorney(s) a total of: \$18,473.62- 4/26/15.
 I currently owe my prior attorney(s) a total of: _____

INCOME / EXPENSE SUMMARY	
INCOME SUMMARY	
Gross Monthly Income From All Sources	\$600,310.40
Mandatory Deductions	\$226,904.25
Gross Monthly Income Less Mandatory Deductions	\$373,406.15
Voluntary Deductions	\$261,365.34
Net Monthly Income	\$112,040.81
EXPENSE SUMMARY	
Necessities that I pay for myself	\$12,518.41
Necessities that I pay for the other party	\$500.00
Expenses that I pay for my child(ren) (of this relationship)	\$9,415.00
Mandatory support (child & spousal) to the Other Party	\$0.00
Mandatory support of others (including children NOT of this relationship)	\$0.00
Total Necessities for which I pay	\$22,433.41
Discretionary Expenses that I pay for myself	\$66,895.00
Discretionary Expenses that I pay for the other party	\$1,725.00
Discretionary support of others	\$1,500.00
Total Discretionary Expenses that I pay for	\$70,120.00
Total Expenses that I pay for	\$92,553.41
INCOME / EXPENSE SUMMARY	
Monthly Deficit / Surplus	\$19,487.40
<p>If you have a monthly deficit, provide an explanation below of how you meet that deficit each month.</p> <p>Please be advised that my calculations are based off of 2013 earnings. My 2014 taxes will be filed October 15, 2015.</p> <p>See Exhibit "A" attached hereto.</p>	

PERSONAL INCOME WORKSHEET							
YOUR INCOME :							AMOUNT
1 Gross Monthly Income from Employment							
2 Fill out ALL of the following that apply to you (Enter the number (1, 2, 3, or 4) in the box that describes your pay frequency):							
PAY FREQUENCY		1 <small>One time per month</small>	2 <small>Two times per month</small>	3 <small>Every two weeks</small>	4 <small>Every week</small>	Per Paycheck	Monthly
PAY FREQUENCY: 1, 2, 3, or 4							
1	I get paid base salary/hourly wage		2	in the amount of		\$30,768.23	\$369,218.76
2	I receive overtime pay every		N/A	in the amount of			
3	I receive bonus pay every		N/A	in the amount of			\$333,541.18
4	I receive commission every		N/A	in the amount of			
5	I receive tips every		N/A	in the amount of			
6	I receive a car allowance every		N/A	in the amount of			
7	I receive a gas allowance every		N/A	in the amount of			
8	I receive a housing allowance every		N/A	in the amount of			
9	I receive other allowance(s) every		X	in the amount of			
10	Business Income (sole proprietorship, partnership, LLC, S Corp, etc.) - For each business, attach most recent Schedule C Profit or Loss From Business, Form 1065 US Return of Partnership Income with applicable Form K-1, Form 1120S US Income Tax Return for an S-Corporation with applicable Form K-1, and/or Form 1120 US Corporation Income Tax Return AND YTD Income Statement (P&L). Enter the following information:					Net Monthly Income (After business expenses, but before taxes.)	
					If adjusted for percentage of business owned, please indicate percentage of ownership here:		
11 Gross Monthly Income from All Other Sources							
12	I receive spousal support/alimony (voluntary) (Court ordered) from the other party in this matter,						
	a total every month in the amount of						
13	I receive child support (voluntary) (Court ordered) from the other party in this matter,						
	a total every month in the amount of						
14	I receive support from others (not the other party in this case), a total every month in the amount of						\$0.00
15	I receive Social Security, a total every month in the amount of						\$0.00
16	I receive Social Security Disability/Military Disability Income, a total every month in the amount of						\$0.00
17	I receive Supplemental Security Income, a total every month in the amount of						
18	I receive Worker's Compensation Benefits, a total every month in the amount of						\$0.00
19	I receive Unemployment Benefits, a total every month in the amount of						\$0.00
20	I receive Pension/Retirement Income, a total every month in the amount of						\$0.00
21	I receive interest income, a total every month in the amount of						\$0.00
22	I receive dividend and/or royalty income, a total every month of						\$0.00
23	I receive payments from a partnership, S Corp, LLC, Trust, or other entity, a total every month of						\$0.00
24	I receive gross rental income each month in the amount of						\$0.00
25	I receive other income (roommates, parents, gifts, other), a total every month of						\$0.00
Describe the source and amount of any "other" income referenced above:							
Describe any benefits or perks paid by your employer (including but not limited to the use of any vehicle, club membership, etc.) and your estimated value of such benefits or perks:							\$0.00
26 TOTAL GROSS MONTHLY INCOME							\$680,310.48
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR GROSS MONTHLY INCOME							
See Exhibit "A" attached hereto.							

NOTE: YOU MUST ATTACH YOUR LAST THREE PAY STUBS/
STATEMENTS TO THE BACK OF THIS FORM PRIOR TO FILING

PERSONAL DEDUCTIONS WORKSHEET			
YOUR DEDUCTIONS :			AMOUNT
Mandatory Monthly Paycheck Deductions			
Fill out ALL of the applicable items:			
1	I have Federal Income Tax withheld every paycheck in the amount of	\$98,957.32	\$210,397.38
2	I have Social Security Taxes withheld every paycheck in the amount of	\$217.13	\$588.35
3	I have Medicare withheld every paycheck in the amount of	\$6,447.17	\$13,990.37
4	I have Union Dues withheld every paycheck in the amount of		\$0.00
5	I have Court-ordered Child Support withheld every paycheck in the amount of		\$0.00
6	I have other Court-ordered garnishments withheld every paycheck in the amount of		\$0.00
7	I have health insurance premiums withheld every paycheck in the amount of	\$119.01	\$249.57
8	List all other mandatory California State tax deductions, including amounts, withheld every paycheck: \$773.54		\$1,673.58
Total MANDATORY Deductions Per Month			\$226,904.25
Voluntary Monthly Paycheck Deductions			
Fill out ALL of the applicable items:			
9	I have Life, Disability, &/or other insurance premiums withheld every paycheck in the amount of		\$0.00
10	I have Federal Health Savings Plan every paycheck withheld in the amount of		\$0.00
11	I have Retirement/Pension/IRA/401(K) withheld every paycheck in the amount of	\$673.06	\$1,460.55
12	I have Savings withheld every paycheck in the amount of		\$0.00
13	I have other (specify below) voluntary sums withheld every paycheck in the amount of	\$119,771.75	\$259,904.76
14	List all other voluntary deductions, including amounts, withheld every paycheck:		\$0.00
Total VOLUNTARY Deductions Per Month			\$261,365.34
TOTAL DEDUCTIONS PER MONTH			\$488,269.59
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR DEDUCTIONS See Exhibit "A" attached hereto.			

PERSONAL EXPENSE WORKSHEET: NECESSITIES				TOTAL AMOUNT I PAY DIRECTLY FOR MYSELF	TOTAL AMOUNT I PAY DIRECTLY FOR THE OTHER PARTY	TOTAL PAID INDIRECTLY BY THE OTHER PARTY FOR ME
DO NOT REPORT ANY CHILD-RELATED EXPENSES ON THIS PAGE. A SEPARATE PAGE FOR CHILD-RELATED EXPENSES IS ATTACHED.						
1	own my home	X	rent / lease my home			
	I pay a monthly mortgage/lease payment (for the home I live in and/or home the other party lives in) in the amount of			\$0.00		
	I pay a monthly second mortgage (for the home I live in and/or home the other party lives in) in the amount of			\$0.00		
	I pay a monthly Home Equity Line of Credit ("HELOC") (for the home I live in and/or home the other party lives in) in the amount of			\$0.00		
	If not included in my mortgage payment(s), I pay property taxes for the home I live in and/or home the other party lives in) in the amount of			\$6,400.00		
	If not included in my mortgage payment(s), I pay a monthly home owners/stayers insurance premium (for the home I live in and/or home the other party lives in) in the amount of			\$600.00		
	I pay monthly Home Owner's Association dues (for the home I live in and/or the home the other party lives in) in the amount of			\$100.00		
	I pay a Special Assessment Fee (for the home I live in and/or the home the other party lives in) in the amount of			\$0.00		
2	I pay the following utilities and telephone expenses for the home I live in and/or the home the other party lives in) each month:					
	Gas/heating Oil			\$1,300.00		
	Electricity			\$2,700.00		
	Water			\$0.00		
	Garbage and sewer			\$0.00		
	Landline (if part of a "bundled" service, indicate the total amount here)			\$54.32		
	Cellular service (if not included in the Landline/bundled service above)					
	Internet service (if not included in the Landline/bundled service above)			\$92.25		
3	I spend the following each month for healthcare related expenses for myself and/or the other party (Not paid from a Health Savings Plan):					
	Medical insurance (including hospitalization, dental, vision, etc.) for myself and/or the other party (Not already deducted from my paycheck)					
	Out-of-pocket/unreimbursed cost of medical, dental, optical, and prescription expenses for myself and/or other party			\$800.00		
	Out-of-pocket/unreimbursed cost of therapy or counseling (for myself and/or other party)			\$2,100.00	\$600.00	
4	I spend the following for groceries, household goods and incidentals, not including entertainment or dining out, each month:			\$500.00		
5	own/lease	my car	own/lease	the other party's car		
	ADDITIONAL VEHICLES SHOULD BE LISTED ON THE SUPPLEMENT PAGE					
	Monthly loan/lease payment (for my car and/or the other party's car)					
	Gasoline and oil (for my car and/or the other party's car)					
	Automobile insurance (if you have policy covering more than one car, separate the amount for your car and/or for other party's car)					
	Parking, public transportation, other					
6	I pay the following monthly mandatory amounts for the support of others:					
	Court-ordered child support (if paid to the other party in this case for a child of this relationship, include amount in the "Total Amount I Pay Directly For The Other Party" (right) column. If for a child of another relationship, include amount in the "Total Amount I Pay Directly For Myself" (left) column)					
	Court-ordered spousal support (if paid to the other party in this case, include amount in the "Total Amount I Pay Directly For The Other Party" (right) column. If paid to someone else from a prior relationship, include amount in the "Total Amount I pay Directly For Myself" (left) column)					
7	I spend the following each month on education, uniforms, dues, memberships, subscriptions, or other mandatory requirements to maintain employment. I DO NOT receive reimbursement from the employer for any of these expenses					
TOTAL NECESSITIES:				\$12,518.41	\$600.00	\$0.00
* Divide by 3 if paid quarterly; Divide by 6 if paid semi-annually; Divide by 12 if paid annually						
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR NECESSITIES						

PERSONAL EXPENSE WORKSHEET: DISCRETIONARY EXPENSES		TOTAL AMOUNT I PAY DIRECTLY FOR MYSELF	TOTAL AMOUNT I PAY DIRECTLY FOR THE OTHER PARTY	TOTAL AMOUNT PAID DIRECTLY BY THE OTHER PARTY FOR ME
DO NOT REPORT ANY CHILD-RELATED EXPENSES ON THIS PAGE. A SEPARATE PAGE FOR CHILD-RELATED EXPENSES IS ATTACHED.				
8. I spend the following monthly amounts for House Maintenance (for the house I live in or for the house the other party lives in) each month:				
	House cleaning service	\$289.00		
	Garden/lawn care	\$150.00		
	Pool/spa service	\$225.00		
	Pest Control	\$60.00		
	Security / Alarm Service	\$150.00		
9. I spend the following monthly amounts for my pet's expenses (food, grooming, healthcare, boarding):				
10. Each month I pay the following minimum credit card and other consumer installment payments on my and/or the other party's credit cards. (List name of Issuing Bank or Lender, last four digits of account number and total outstanding balance. See Exhibit "B" attached hereto.)				
	Credit Card or entity to whom installment payment is made #1	Total balance due is		
	Credit Card or entity to whom installment payment is made #2	Total balance due is		
	Credit Card or entity to whom installment payment is made #3	Total balance due is		
	Credit Card or entity to whom installment payment is made #4	Total balance due is		
	Credit Card or entity to whom installment payment is made #5	Total balance due is		
	Credit Card or entity to whom installment payment is made #6	Total balance due is		
	Credit Card or entity to whom installment payment is made #7	Total balance due is		
	Credit Card or entity to whom installment payment is made #8	Total balance due is		
11. I spend the following amounts each month for clothing and related expenses:				
	Clothing, shoes and accessories	\$500.00		
	Dry cleaning and/or laundry service	\$100.00		
12. I spend the following each month on appearance (hair, manicures/pedicures, facials, massages, cosmetics, etc.):		\$250.00	\$250.00	
13. I spend the following amounts for Entertainment each month (dining out, movies, shows, books, magazines, etc.):		\$250.00	\$250.00	
14. I pay the following amounts for non-mandatory dues and/or membership fees (professional, fraternal organizations, country club, etc.):		\$200.00		
15. I pay the following monthly health/exercise-related expenses (health club membership fees, personal training, etc.):		\$225.00	\$225.00	\$15.00
16. I spend the following monthly average amount for vacation expenses (total vacation cost per year divided by 12):		\$575.00	\$575.00	
17. I pay the following monthly premiums for discretionary/non-mandatory insurance (life, disability, other) (NOT already deducted from my paycheck)				
18. I spend the following amount each month on church/charitable giving/charitable donations (pro-rate quarterly, semi-annual or annual payments)				
19. I spend the following amount each month in voluntary support of others:				
	Expenses for an adult non-dependent child (i.e., college, living or other expenses) SPECIFY:			
	Expense (specify the parent or parents for whom you pay expense expenses)	\$1,500.00		
	Sheldon and Marsha Kopod			
20. Each month I pay the following other miscellaneous expenses:				
	PO Box Rental			
	Safety Deposit Box Rental (where located)			
	Storage			
	Other:			
TOTAL DISCRETIONARY EXPENSES		\$6,950.00	\$1,725.00	\$45.00
SUBTOTAL FROM ADDITIONAL REAL PROPERTY WORKSHEET		\$5.00	\$9.00	\$5.00
SUBTOTAL FROM ADDITIONAL VEHICLES WORKSHEET		\$14.00	\$0.00	\$3.00
TOTAL MONTHLY DISCRETIONARY EXPENSES		\$6,969.00	\$1,734.00	\$49.00
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR PERSONAL EXPENSES.				
For #10 - See Exhibit "B" attached hereto. For #17 - See Exhibit "A" attached hereto.				

ADDITIONAL REAL PROPERTY WORKSHEET		TOTAL AMOUNT I PAY DIRECTLY FOR MYSELF	TOTAL AMOUNT I PAY DIRECTLY FOR THE OTHER PARTY	TOTAL AMOUNT PAID DIRECTLY BY THE OTHER PARTY
Use this Supplemental Worksheet to provide information for any additional real property as needed.				
ADDITIONAL REAL PROPERTY (HOUSE, CONDO, VACANT LAND, ETC.)				
I own this additional property (insert address):				
<input type="checkbox"/> If the other party receives rental income each month for this property in the amount of:				
<input type="checkbox"/> I pay a monthly mortgage on the rental property payment in the amount of:				
<input type="checkbox"/> I pay a monthly second mortgage in the amount of:				
<input type="checkbox"/> I pay a monthly Home Equity Line of Credit (HELOC) in the amount of:				
<input type="checkbox"/> If not included in my mortgage payment(s), I pay property taxes in the amount of (divide payment by month to monthly amount):				
<input type="checkbox"/> If not included in my mortgage payment(s), I pay a monthly home owners/condos fees/association dues in the amount of (divide payment by month to monthly amount):				
<input type="checkbox"/> I pay monthly Home Owner's Association dues in the amount of:				
<input type="checkbox"/> I pay a monthly Special Assessment Fee in the amount of:				
<input type="checkbox"/> To calculate a monthly renter's share: quarterly payment by \$; semi-annual payment by \$; or annual payment by \$12				
<input type="checkbox"/> I pay the following utilities for this property each month (gas, electricity, water, garbage, sewer, etc.):				
<input type="checkbox"/> I pay the following maintenance expenses for this property each month (landscape maintenance, pool, pest control, etc.):				
<input type="checkbox"/> I pay other expenses related to the ownership/maintenance of this home in the amount of (Specify each "other" expense, to whom paid, and the amount below. Insert the TOTAL "Other Expenses" in the appropriate column.)				
Total expenses for this property:				
		\$0.00	\$0.00	\$0.00
NET INCOME/LOSS FROM THIS PROPERTY:				
		\$0.00	\$0.00	\$0.00
I own this additional property (insert address):				
<input type="checkbox"/> If the other party receives rental income each month for this property in the amount of:				
<input type="checkbox"/> I pay a monthly mortgage on the rental property payment in the amount of:				
<input type="checkbox"/> I pay a monthly second mortgage in the amount of:				
<input type="checkbox"/> I pay a monthly Home Equity Line of Credit (HELOC) in the amount of:				
<input type="checkbox"/> If not included in my mortgage payment(s), I pay property taxes in the amount of (divide payment by month to monthly amount):				
<input type="checkbox"/> If not included in my mortgage payment(s), I pay a monthly home owners/condos fees/association dues in the amount of (divide payment by month to monthly amount):				
<input type="checkbox"/> I pay monthly Home Owner's Association dues in the amount of:				
<input type="checkbox"/> I pay a monthly Special Assessment Fee in the amount of:				
<input type="checkbox"/> To calculate a monthly renter's share: quarterly payment by \$; semi-annual payment by \$; or annual payment by \$12				
<input type="checkbox"/> I pay the following utilities for this property each month (gas, electricity, water, garbage, sewer, etc.):				
<input type="checkbox"/> I pay the following maintenance expenses for this property each month (landscape maintenance, pool, pest control, etc.):				
<input type="checkbox"/> I pay other expenses related to the ownership/maintenance of this home in the amount of (Specify each "other" expense, to whom paid, and the amount below. Insert the TOTAL "Other Expenses" in the appropriate column.)				
Total expenses for this property:				
		\$0.00	\$0.00	\$0.00
NET INCOME/LOSS FROM THIS PROPERTY:				
		\$0.00	\$0.00	\$0.00
TOTAL NET INCOME / LOSS FROM INVESTMENT PROPERTIES:				
		\$0.00	\$0.00	\$0.00
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR ADDITIONAL REAL PROPERTY				

ADDITIONAL VEHICLES WORKSHEET - See Exhibit "B" attached hereto.		TOTAL AMOUNT PAY DIRECTLY FOR MYSELF	TOTAL AMOUNT PAY DIRECTLY FOR THE OTHER PARTY	TOTAL AMOUNT PAID DIRECTLY BY THE OTHER PARTY
Use this Supplemental Worksheet to provide information for any additional motor vehicles as needed.				
ADDITIONAL VEHICLES				
How own or lease	on additional vehicle. Explain: 2014 Mercedes (Lease)			
Monthly loan / lease payment for this additional vehicle		\$541.66		
Automobile insurance (if you have policy covering more than one car, separate the amount for this vehicle)				
Total expenses for this additional vehicle:		\$541.66	\$0.00	\$0.00
ADDITIONAL VEHICLES				
How own or lease	on additional vehicle. Explain: 2013 Hyundai			
Monthly loan / lease payment for this additional vehicle				
Automobile insurance (if you have policy covering more than one car, separate the amount for this vehicle)				
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
How own or lease	on additional vehicle. Explain:			
Monthly loan / lease payment for this additional vehicle				
Automobile insurance (if you have policy covering more than one car, separate the amount for this vehicle)				
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
How own or lease	on additional vehicle. Explain:			
Monthly loan / lease payment for this additional vehicle				
Automobile insurance (if you have policy covering more than one car, separate the amount for this vehicle)				
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
How own or lease	on additional vehicle. Explain:			
Monthly loan / lease payment for this additional vehicle				
Automobile insurance (if you have policy covering more than one car, separate the amount for this vehicle)				
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
How own or lease	on additional vehicle. Explain:			
Monthly loan / lease payment for this additional vehicle				
Automobile insurance (if you have policy covering more than one car, separate the amount for this vehicle)				
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
How own or lease	on additional vehicle. Explain:			
Monthly loan / lease payment for this additional vehicle				
Automobile insurance (if you have policy covering more than one car, separate the amount for this vehicle)				
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
How own or lease	on additional vehicle. Explain:			
Monthly loan / lease payment for this additional vehicle				
Automobile insurance (if you have policy covering more than one car, separate the amount for this vehicle)				
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
How own or lease	on additional vehicle. Explain:			
Monthly loan / lease payment for this additional vehicle				
Automobile insurance (if you have policy covering more than one car, separate the amount for this vehicle)				
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
How own or lease	on additional vehicle. Explain:			
Monthly loan / lease payment for this additional vehicle				
Automobile insurance (if you have policy covering more than one car, separate the amount for this vehicle)				
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
TOTAL NET INCOME / LOSS FROM VEHICLES:		\$541.66	\$0.00	\$0.00

CHILD(REN)'S PERSONAL EXPENSE WORKSHEET (ENTER EXPENSES FOR CHILD(REN) OF THIS RELATIONSHIP ONLY)		TOTAL AMOUNT I PAY FOR SENIOR CHILD(REN)	TOTAL AMOUNT OTHER PARTY PAYS FOR MINOR CHILD(REN)	TOTAL AMOUNT PAID BY ANOTHER FOR MINOR CHILD(REN)
1	Child(ren)'s monthly expenses for clothes, shoes & accessories.	\$500.00	\$0.00	
2	Child(ren)'s monthly unreimbursed medical expenses:			
	medical co-pays	\$2,225.00	\$0.00	
	medication (prescription & over-the-counter)			
	optometry			
	dental and orthodontic			
	physical therapy, counseling, other			
3	Child(ren)'s monthly expenses for telephone, cellular telephone, internet			
4	Child(ren)'s monthly expenses for entertainment, dining out, movies, music, other	\$150.00		
5	Child(ren)'s monthly expenses for appearance (hair, manicure/pedicure, facials/massage, cosmetics, other)	\$50.00		
6	Children's monthly expenses for insurance (other than health insurance):	\$0.00		
7	Children's monthly education-related expenses (if paid quarterly, divide by 3; semi-annually, divide by 6; annually, divide by 12):			
	Tuition, books & fees			
	Tutoring	\$500.00		
	Special Needs (specify)			
	Uniforms			
	Meals (if not included in tuition)	\$100.00		
	Extracurricular (sports, music, art, etc.)	\$900.00		
	Other: List specific "other" education expenses incurred and amount(s) paid; the insert the total in the appropriate column at right.			
8	Childcare expenses (daycare, before and after school care, Nanny, etc.)	\$1,500.00		
9	Summer programs / summer camp	\$1,000.00		
10	Child(ren)'s vehicle (lease/payment, insurance, gas)			
11	Transportation related to visitation - if the child(ren) live in another city/state (pro-rate expenses over the year for a monthly amount, if necessary):			
	Airfare			
	Car Rentals			
	Hotel/Motel			
	Parking (at airport or other)			
	Public Transportation			
	Other: List specific "other" transportation expenses incurred and amount(s) paid; the insert the total in the appropriate column at right.			
12	Child(ren)'s Total Monthly Expenses	\$9,415	\$0	\$0
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR CHILDREN'S PERSONAL EXPENSES				

DATE	DESCRIPTION	AMOUNT	BALANCE
1/1/00	OPENING BALANCE	100.00	100.00
1/15/00	PAYROLL	50.00	150.00
1/31/00	PAYROLL	50.00	200.00
2/15/00	PAYROLL	50.00	250.00
2/28/00	PAYROLL	50.00	300.00
3/15/00	PAYROLL	50.00	350.00
3/31/00	PAYROLL	50.00	400.00
4/15/00	PAYROLL	50.00	450.00
4/30/00	PAYROLL	50.00	500.00
5/15/00	PAYROLL	50.00	550.00
5/31/00	PAYROLL	50.00	600.00
6/15/00	PAYROLL	50.00	650.00
6/30/00	PAYROLL	50.00	700.00
7/15/00	PAYROLL	50.00	750.00
7/31/00	PAYROLL	50.00	800.00
8/15/00	PAYROLL	50.00	850.00
8/31/00	PAYROLL	50.00	900.00
9/15/00	PAYROLL	50.00	950.00
9/30/00	PAYROLL	50.00	1000.00
10/15/00	PAYROLL	50.00	1050.00
10/31/00	PAYROLL	50.00	1100.00
11/15/00	PAYROLL	50.00	1150.00
11/30/00	PAYROLL	50.00	1200.00
12/15/00	PAYROLL	50.00	1250.00
12/31/00	PAYROLL	50.00	1300.00
1/1/01	CLOSING BALANCE		1300.00

SIGNATURE PAGE

Please read the questions below and check "yes" or "no"

	YES	NO
1. Are you contributing to anyone's expenses except your current spouse (if any), the other party and/or children as reported herein?	X	
2. Is anyone contributing to your expenses other than your current spouse (if any) or the other party as reported herein?		X
3. Are you providing any voluntary unpaid services to any entity, group or person?		X
4. Have you canceled any monthly services (housecleaning, cable, lawn care, etc) in the past twelve (12) months?		X
5. Have you removed money from any retirement or deferred compensation account in the past twelve (12) months?		X
6. Have you traveled with anyone other than your current spouse (if any) or alone in the past twelve (12) months?	X	
7. Have you transferred assets totaling \$500 or more in the past twelve (12) months?	X	
8. Have you deferred receiving any money that you are entitled to receive?		X
9. Is anyone holding money for you?		X
10. Have you accrued sick/vacation days that you can cash out through your employer?		X
11. Do you have money on deposit anywhere? i.e. purchase of a home or car, country club membership, landlord		X
12. Have you prepaid any expenses?		X
13. Have you loaned money totaling over \$300 to anyone in the past twelve (12) months?	X	
14. Have you made charitable contributions totaling over \$500 in the past twelve (12) months?	X	
15. Does anyone owe you money?	X	
16. Are you owed back child support or spousal support?		X
17. Have you modified your payroll deductions in the past twelve (12) months?		X
18. Are you in Bankruptcy?		X
19. Is your current gross monthly income significantly different (20% or more) from the average for the past 12 months?		X
20. Do you hold any assets outside of the United States?		X

I am the ☐ Plaintiff/Petitioner ☒ Defendant/Respondent in the above action. I swear or affirm under penalty of perjury that I read and followed all instructions in completing this Financial Disclosure Form and that the contents of this Financial Disclosure Form are true and correct to the best of my knowledge as of this date. I understand that, by my signature, I verify the material accuracy of the contents of this Form. I also understand that any willful misstatements may be contemptuous and could result in my punishment by the Court.

I understand that I have a duty to supplement the information on this form within ten (10) calendar days of discovering additional assets or debts or upon discovering any incorrectly reported information or upon any changed circumstances.

Executed: 05/28/15

Signature: 

SIGNATURE OF ATTORNEY (if represented by counsel):

By signing this form, the attorney of record certifies that he or she has read the factual statements made by the Declarant, and there exists reasonable basis to believe that this financial disclosure is likely to have evidentiary support after further investigation or discovery.

Executed: _____

Signature: _____

Exhibit A

Exhibit A

2013 Pay Summary for Dennis Kogod

Type	Description	Annual Amt	Annual Total by Type	Monthly Amt	Monthly Total by Type
Earnings	Reg Earnings	800,000.24	7,202,494.18	66,666.69	600,207.85
	Bonus	1,400,000.00		116,666.67	
	Imputed Income for Company Paid Life Insurance*	1,476.54		123.05	
	Non Cash Fringe*	8,758.12		729.84	
	Stock Plan Award	5,002,493.94		416,874.50	
Taxes	QASDI	7,049.40	2,715,678.33	587.45	226,306.53
	Medicare	167,626.51		13,968.88	
	Fed Withholding	2,520,890.32		210,074.19	
	State Tax - CA	19,103.30		1,591.94	
	State Tax - CA	1,008.80		84.07	
Pre-Tax Deductions	401k	17,500.00	20,590.10	1,458.33	1,715.84
	Dental	915.72		76.31	
	Health Savings Account	99.84		8.32	
	Medical	1,844.70		153.73	
	Vision	130.00		10.83	
	TM Points	99.84		8.32	
After-Tax Deductions	Vol ADD	89.96	3,112,406.84	7.50	259,367.24
	DaPac	830.79		69.23	
	Bridge of Life	360.10		30.01	
	DVN	360.10		30.01	
	Kidney Trust	360.10		30.01	
	Legal	189.02		15.75	
	Sup Life	518.44		43.20	
	Basic LTD	277.68		23.14	
	Supp LTD	778.02		64.84	
	Net Option	0.00		0.00	
	Net Stock Option	3,107,780.89		258,981.74	
	STD Buy-up	362.70		30.23	
	Phone	499.04		41.59	
TOTALS			1,353,818.91		112,818.24

*Imputed income and non-cash fringe are added to earnings only so they can be taxed, they do not count as regular income, so they are not represented in the earnings subtotals.

Exhibit B

Exhibit B

Dennis Kogod

Financial Disclosure

7-Feb-15

Assets

<u>Description</u>	<u>Acct #</u>	<u>Owned</u>	<u>HOA/YR</u>	<u>Estimated Value</u>	<u>Name on Acct</u>	<u>Annual Taxes /Registration</u>
Home	Oak Pass	Yes	1500	5,100,000	Denika Trust	60,000
Condo	San Vicente	Yes	7,200	479,800	Sheldon Kogod	7,500
Condo	Canon	yes	6,500	552,800	Dennis/Mitch	8,500
Boat	Marquis	yes	24,000	1,100,000	Denika	9,000,000
Car	13 Ferrari	yes		279,000	Self	2,500
Car	15 Bentley	yes		255,000	Self	2,500
Car	14 Mercedes	No	6,500 Lease		Self	1,500
Car	15 Bentley	yes		205,000	Nadine	2,500
Car	13 Hyundai	No	4,000		Sheldon Kogod	1,000

Bank Accounts

<u>BANK</u>	<u>Description</u>	<u>Estimated Daily Balance</u>	<u>Name on Account</u>	
BOA	Joint Checking	100,000	Dennis and Gabrielle	
BOA	Pledged/ 0093	297,491	Dennis and Gabrielle	
BOA	Investment/ 0637	593,182	Dennis and Gabrielle	
Wells Fargo	Checking	25,000	Dennis	
Wells Fargo	Savings	100,000	Dennis	
UBS	Investment Acct	25,500,000	Family Trust	

Furniture and Jewelry

<u>Description</u>	<u>Estimate Value</u>				
Furnishing Oak Pass	55,000				
Jewelry/Watches	45,000				
Misc	15,000				

Retirement Account

<u>Description</u>	<u>Current Value</u>				
Davita Retirement	651,345.23				
Teleflex Pension	900.00 per month paid at age 65				

Credit Cards

<u>Card</u>	<u>Last 4 Digits</u>	<u>Revolving</u>	<u>Paid Monthly in Full</u>	<u>Average Monthly Balance</u>		
Amex Opt	2003	yes		25,000		
Amex Plat	9008		Yes	0		
Amex Centurion	2007		Yes	0		
Visa Black	5185	yes		23,000		
Wells Fargo	1032	Yes		15,000		
Citi Card	7911	Yes		0		

Loans/Loc/Lease

<u>Description</u>		<u>Annual Payments</u>		
Mercedes Lease		7000		
Hyundai Lease	Paid by my father			

Insurance Policies

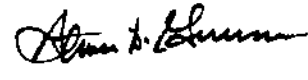
<u>Description</u>	<u>Term/Whole</u>	<u>Beneficiary</u>	<u>Policy Amount</u>	<u>Annual Cost</u>		
Principal	Whole	Nadine/Kids	1,000,000	6364.12		
AIG	Term	Nadine/Kids	1,000,000	2697.5		
DaVita	Whole	Gabrielle	800,000	3045.12		

Receivables

<u>Description</u>	<u>Owed by Whom</u>	<u>Purpose</u>	<u>Balance</u>	<u>Due</u>	<u>Interest</u>	
Loan	Kim Matthews	Bus Loan	25,000	6/1/2015	12%	
Loan	Bernie Kogod	Personal	25,000	6/1/2015	5%	
Loan	Mitch Kogod	Business	150,000	12/31/2015	5%	
Loan	Sheldon Kogod	Personal	25,000	Will	3%	

Miscellaneous

<u>Description</u>	<u>Details</u>	<u>Purpose</u>	<u>Value</u>			
Thomasina LLC	Production Project	Investment	100,000			
Pray for Ukraine	Production Project	Investment	81,000			
Moe LL	Fashion	Investment	125,000			


CLERK OF THE COURT

COS
JIMMERSON HANSEN, P.C.
JAMES J. JIMMERSON, ESQ.
Nevada Bar No. 000264
jjj@jimmersonhansen.com
MICHAEL C. FLAXMAN, ESQ.
Nevada Bar No. 012963
mcf@jimmersonhansen.com
415 South Sixth Street, Suite 100
Las Vegas, Nevada 89101
(702) 388-7171
Attorneys for Defendant,
DENNIS KOGOD

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI-KOGOD,
Plaintiff,
v.
DENNIS KOGOD,
Defendant.

CASE NO. D-13-489442-D
DEPT. NO. C

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of JIMMERSON HANSEN, P.C., and I caused the named document entitled **AMENDED DETAILED FINANCIAL DISCLOSURE FORM** 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 on **May 29, 2015**;
- ☐ 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;
- ☒ by hand-delivery with signed Receipt of Copy on **June 1, 2015**.

///

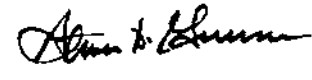
///

JIMMERSON HANSEN, P.C.
415 South Skull Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 386-7171 • Facsimile (702) 387-1167

1 To the attorney(s) listed below at the address, email address, and/or facsimile number
2 indicated below:

3
4 Radford J. Smith, Esq.
RADFORD J. SMITH, CHARTERED
5 2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
6 rsmith@radfordsmith.com
gvarshney@radfordsmith.com
7 Attorney for Plaintiff,
GABRIELLE CIOFFI-KOGOD

8
9
10 
11 An employee of JIMMERSON HANSEN, P.C.


CLERK OF THE COURT

1 MTN
JIMMERSON HANSEN, P.C.
2 James J. Jimmerson, Esq.
Nevada Bar No. 000264
3 jjj@jimmersonhansen.com
415 S. Sixth Street, Suite 101
4 Las Vegas, Nevada 89101
(702) 388-7171
5 Attorney for Defendant,
DENNIS KOGOD

6
7 DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

8 GABRIELLE CIOFFI-KOGOD,)
9 Plaintiff,)
10 vs.)
11 DENNIS KOGOD,)
12 Defendant.)

CASE NO. D-13-489442-D
DEPT NO. Q
[Discovery Commissioner]

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

17 **DEFENDANT'S MOTION TO STAY SERVICE OF SUBPOENA DUCES TECUM AND**
18 **NOTICE OF DEPOSITION AND FOR A PROTECTIVE ORDER PROHIBITING OR**
19 **LIMITING THE DEPOSITION OF JENNIFER CRUTE STEINER**

20 COMES NOW Defendant, DENNIS KOGOD (hereinafter "Dennis"), by and through his
21 attorneys of record, James J. Jimmerson, Esq. of the law firm of JIMMERSON HANSEN, P.C.,
22 and files the instant Motion, respectfully requesting the Court grant Dennis the following relief:


- 23 1. For an Order staying the service of Subpoena Duces Tecum and Notice of
24 Deposition upon Jennifer Crute Steiner until after Dennis' deposition presently
25 scheduled for August 3, 2015; and
- 26 2. For a Protective Order prohibiting or limiting Plaintiff, GABRIELLE CIOFFI-
27 KOGOD (hereinafter "Gabrielle"), from deposing Jennifer Crute Steiner in
28 relation to any professional or personal relationship with the Dennis; and
3. For such other further relief as this Court deems appropriate and reasonably
necessary.

JIMMERSON HANSEN, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 388-7171 • Facsimile (702) 387-1167

1 This Motion is made and based upon the pleadings and papers on file herein, the
2 attached Memorandum of Points and Authorities, the Affidavit of James J. Jimmerson, Esq.
3 attached hereto as Exhibit "A" and upon such other oral or documentary evidence as may
4 be adduced at the hearing of this Motion.

5 DATED this 10 day of June, 2015.

6 JIMMERSON HANSEN, P.C.

7
8 
JAMES J. JIMMERSON, ESQ.
Nevada Bar No. 000264
415 S. Sixth St., Suite 100
Las Vegas, Nevada 89101
(702) 388-7171
Attorney for Defendant,
DENNIS KOGOD


12 **NOTICE OF MOTION**

13 TO: GABRIELLE CIOFFI-KOGOD, Plaintiff; and
14 RADFORD J. SMITH, ESQ., Attorney for Plaintiff.

15 PLEASE TAKE NOTICE that the undersigned will bring the foregoing
16 DEFENDANT'S MOTION TO STAY SERVICE OF SUBPOENA DUCES TECUM AND
17 NOTICE OF DEPOSITION AND FOR A PROTECTIVE ORDER PROHIBITING THE
18 DEPOSITION OF JENNIFER CRUTE STEINER on for hearing before the above-entitled Court
19 on the 17th day of July, 2015, at the hour of 1:30 ~~a.m.~~/p.m., of said date, with
20 the Discovery Commissioner of the above-entitled court located 601 North Pecos Road, Las
21 Vegas, Nevada 89101 or as soon thereafter as counsel may be heard.

22 DATED this 10 day of June, 2015.

23 JIMMERSON HANSEN, P.C.

24
25 
JAMES J. JIMMERSON, ESQ.
Nevada Bar No. 000264
415 S. Sixth St., Suite 100
Las Vegas, Nevada 89101
(702) 388-7171
Attorney for Defendant,
DENNIS KOGOD

MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF FACTS

The parties hereto were married on or about July 20, 1993. There are no minor children born the issue of the marriage or adopted by the parties. The instant litigation resolves solely around the division of the parties' assets and debts and Gabrielle's request for an award of spousal support.

During the parties' marriage, in or about 2006, Dennis commenced an extramarital relationship with Nadya Khapsalis, which resulted in the birth of their two (2) minor children, to wit: Nika Khapsalis, born December 28, 2007 (age 7) and Denise Khapsalis, born December 28, 2007 (age 7).

In or about September 2014, Dennis met Jennifer Crute Steiner and thereafter began a brief relationship with Jennifer, which terminated shortly in May 2015. Since August 2014, Jennifer has been employed as the Chief Executive Office of a behavioral health company, wherein she provides assistance to young ladies who have attempted suicide. Prior to her employment with A behavioral health company, Jennifer was the Division Vice President for Davita, the same company that employs Dennis. In these capacities, Jennifer attends meetings with Davita, as well as with Dennis. While attending these meetings, Jennifer and Dennis developed a business-type relationship, which blossomed into a personal relationship that terminated in or about April or May 2015. In Gabrielle's or her expert's review of the parties' credit card and bank statements, she and/or her expert believes that Dennis may have been "wasting" community assets on Jennifer during said period of time. As a result, on or about June 5, 2015, Gabrielle noticed Dennis' counsel with a Notice of Deposition and Subpoena Duces Tecum for Jennifer.¹ Whether Gabrielle's belief is accurate or not, that Dennis was "wasting" community assets on Jennifer, the limited expenditures are clearly evidenced by the detailed bank and credit card statements produced by Dennis already in

¹ See Notice of Deposition and Subpoena Duces Tecum attached hereto as Exhibit "B" and fully incorporated herein. To Defendant's knowledge and at his request, Defendant's counsel has asked Plaintiff's counsel not to serve the Subpoena Duces Tecum until this Court orders upon the same.

1 Gabrielle's possession. Any and all expenditures of this relationship are evidenced in credit
2 card purchases made by Dennis, in the name of Jennifer, during the short period of
3 September 2014 through May 2015. Dennis has already offered to pay Gabrielle one-half (½)
4 of the sum of these expenditures, which one-half (½) is believed to be less than \$20,000.00.

5 There is no truth or further material information that can be derived from Jennifer's deposition.

6 Jennifer has advised Dennis, upon information and belief, in an emotional response to
7 Dennis informing Jennifer of her probable deposition in this matter, that she will consider
8 reporting to his employer with the intent of having Dennis terminated. Dennis has no other
9 business relationship with Jennifer beyond his being a representative of DaVita, and Jennifer
10 being a representative of A behavioral health company. The potential deposition testimony
11 of Jennifer and her emotional response, if any, might result in the loss of her employment.

12 II. ARGUMENT

13 A. The Service of the Notice of Deposition and Subpoena Duces Tecum upon 14 Jennifer Crute Steiner Should Be Stayed

15 NRCP 45(c)(1) states:

16 (1) A party or an attorney responsible for the issuance and service of a
17 subpoena shall take reasonable steps to avoid imposing undue burden or
18 expense on a person subject to that subpoena. The court on behalf of which the
19 subpoena was issued shall enforce this duty and impose upon the party or
20 attorney in breach of this duty an appropriate sanction, which may include, but
21 is not limited to, lost earnings and a reasonable attorney's fee.

22 In the instant matter, Dennis and Jennifer had a short-term, personal relationship.
23 Jennifer is married woman, who also has minor children of her own. Upon information and
24 belief, if Jennifer's family, especially her husband, were to become aware of this relationship,
25 by way of the service of the Notice of Deposition and Subpoena upon Jennifer, it would likely
26 have an unhappy and harmful effect on her marriage and her minor children. Additionally,
27 upon information and belief, service of the same could have a catastrophic effect on Dennis'
28 gainful employment, which has provided Gabrielle and Dennis with an above-average lifestyle
which might be placed at risk if the deposition of subpoena is not delayed.

NRCP 45(c)(3)(A)(iv) provides that "[o]n timely motion, the court by which a subpoena

1 was issued shall quash or modify the subpoena if it subjects a person to undue burden."
2 NRCP 26(c) also prohibits this vexatious litigation. Although Dennis fully admits that he has
3 spent a relatively modest sum of monies for the benefit of Jennifer between September 2014
4 and May 2015, the service of the Notice of Deposition and Subpoena Duces Tecum upon
5 Jennifer could destroy her marriage and devastate her minor children, which would prove to
6 be an unnecessary and undue burden, and possible harmful result.

7 Additionally, the proposed deposition of Jennifer could have a deleterious effect on both
8 Gabrielle and Dennis, as Dennis may be subject to losing his employment, which has placed
9 the parties in the financial position they enjoy today. Jennifer's employment with A behavioral
10 health company would also be threatened if her deposition is allowed to proceed.

11 Dennis requests an Order staying the service of the Notice of Deposition and Subpoena
12 Duces Tecum upon Jennifer until after a hearing on Dennis' request for a Protective Order,
13 if at all, as well as an Order prohibiting Gabrielle or her counsel from contacting Jennifer in any
14 respect until such time. As such, service of any Subpoena and delaying the deposition shall
15 be ordered stayed until after the deposition of Dennis Kogod, set for August 3, 2015.

16 **B. Defendant's Motion for a Protective Order Should be Granted**

17 NRCP 26(c) provides in pertinent part:

18 Protective Orders. Upon motion by a party or by the person from whom
19 discovery is sought, accompanied by a certification that the movant has in
20 good faith conferred or attempted to confer with the other affected parties
21 in an effort to resolve the dispute without court action, and for good cause
22 shown, the court in which the action is pending may make any order which
23 justice requires to protect a party or person from annoyance,
24 embarrassment, oppression, or undue burden or expense, including one or
25 more of the following:

26 (1) that the discovery not be had

27 (2) that the discovery may be had only on specified terms and conditions,
28 including a designation of the time or place;

(3) that the discovery may be had only by a method of discovery other than that
selected by the party seeking discovery;

(4) that certain matters not be inquired into, or that the scope of the discovery
be limited to certain matters;

(5) that discovery be conducted with no one present except persons designated
by the court;

1 (6) that a deposition after being sealed be opened only by order of the court;

2 (7) that a trade secret or other confidential research, development, or
3 commercial information not be revealed or be revealed only in a designated way;

4 (8) that the parties simultaneously file specified documents or information
5 enclosed in sealed envelopes to be opened as directed by the court.

6 Pursuant to NRCP 26(c), this Court has the authority to issue an Order prohibiting
7 Gabrielle from deposing Jennifer. Gabrielle does not intend to derive any pertinent information
8 from Jennifer that cannot be ascertained by Gabrielle's review of the parties' bank and credit
9 card statements, or from deposing Dennis himself. Dennis has produced nearly each and
10 every bank and credit card statement requested by Gabrielle. Dennis has worked diligently
11 to produce these documents. These records and the accompanying detailed information are
12 sufficient evidence of Dennis' spending. Whether intended or not, Gabrielle's scheduling of
13 Jennifer's deposition will have the effect of harassing, vexing, and annoying Dennis, Jennifer,
14 and her family, and will cause additional and unnecessary litigation costs upon the parties and
15 perhaps for Dennis to lose his employment.

16 Gabrielle's insistence on taking the deposition of Jennifer places Dennis' employment
17 at risk, but also Jennifer's employment and marriage as well. Not only does the statutory
18 authority provide a basis for this Court to issue a Protective Order, public policy also dictates
19 and demands that the proposed deposition of Jennifer not proceed. This Court should be
20 interested in limiting discovery to pertinent and material issues. This Court should never
21 condone witch hunts and smear campaigns, particularly when, as here, there are no minor
22 children born the issue of parties' marriage and in consideration of the financial transparency
23 Dennis has exhibited. Is this Court willing to permit Jennifer's deposition and the immaterial
24 and limited information that can be ascertained at the potential peril of Jennifer's employment
25 and marriage and/or Dennis' employment? Completion of Dennis' deposition, and assuming
26 the need then, is the first step. At that point, if Jennifer's deposition is still necessary, and
27 permitted, then it shall be set at an appropriate time, location and date. There is no basis
28 and/or necessity to depose Jennifer.

1 In the alternative, should this Court not be inclined to issue the requested Protective
2 Order, Dennis would request that Dennis be permitted to coordinate the service of the Notice
3 of Deposition and Subpoena on Jennifer, as well as the deposition itself, for a time and
4 location that would allow Jennifer to keep her deposition confidential.

5 Under no circumstances however, shall Jennifer's deposition be permitted to proceed
6 until such time as Gabrielle has had the opportunity to depose Dennis, which is presently
7 scheduled for August 3, 2015. Dennis can provide and should be afforded the opportunity
8 to present Gabrielle with any and all desired information she seeks to obtain from Jennifer,
9 particularly any monies Dennis has spent on Jennifer, or the nature of their relationship.
10 Dennis' deposition is likely to render Gabrielle's "need" to depose Jennifer moot. After Dennis'
11 deposition, the parties should be afforded the opportunity to brief this Court regarding any
12 remaining issues related to Gabrielle's "necessity" to depose Jennifer, at which point this Court
13 can determine the merits of Jennifer's deposition.

14 On or about June 8, 2015, counsels for the parties held an EDCR 2.34 conference,
15 telephonically, wherein counsels discussed the instant matter. Upon Gabrielle's unreasonable
16 insistence that she be permitted to depose Jennifer, Dennis' counsel was forced to file the
17 instant Motion requesting the stay of the service of the Notice of Deposition and Subpoena on
18 Jennifer and for a Protective Order prohibiting Jennifer's deposition. Therefore, Dennis
19 respectfully requests a Protective Order prohibiting Jennifer's deposition. Dennis' counsel
20 does wish to acknowledge rightly the issues, the assertions and repercussions of Gabrielle's
21 counsel even though Gabrielle's counsel would not cease their attempt to subpoena Ms.
22 Steiner and take her deposition after August 3, 2015.

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1 **III. CONCLUSION**

2 Based on the foregoing, Dennis respectfully requests that his Motion be granted in its
3 entirety and that this Court grant such other and further relief as it deems proper in the
4 premises.

5 DATED this 10 day of June, 2015.

6 Respectfully Submitted By:

7 JIMMERSON HANSEN, P.C.

8
9 _____
10 JAMES J. JIMMERSON, ESQ.
11 Nevada Bar No. 000264
12 415 S. Sixth St., Suite 100
13 Las Vegas, Nevada 89101
14 (702) 388-7171
15 Attorneys for Defendant,
16 DENNIS KOGOD
17
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28

JIMMERSON HANSEN, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 388-7171 • Facsimile (702) 387-1167

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of JIMMERSON HANSEN, P.C., and that on this ____ day of June, 2015, I caused a document entitled **DEFENDANT'S MOTION TO STAY SERVICE OF SUBPOENA DUCES TECUM AND NOTICE OF DEPOSITION AND FOR A PROTECTIVE ORDER PROHIBITING THE DEPOSITION OF JENNIFER CRUTE STEINER** 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 Nevada State Welfare, Dept. of Human Resources;
- ☐ by electronic mail;
- ☐ by hand-delivery with signed Receipt of Copy.

To the attorney(s) listed below at the address, email address, and/or facsimile number indicated below:

Radford J. Smith, Esq.
RADFORD J. SMITH, CHARTERED
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
(702) 990-6448
rsmith@radfordsmith.com
gvarshney@radfordsmith.com
Attorney for Plaintiff,
GABRIELLE CIOFFI-KOGOD


An Employee of Jimmerson Hansen, P.C.

EXHIBIT A

AFFIDAVIT OF JAMES J. JIMMERSON, ESQ.

STATE OF NEVADA)
COUNTY OF CLARK) ss.

1. That I am the Senior Shareholder in Jimmerson Hansen, P.C. and am competent to testify at said hearing except for those matters stated upon information and belief, and as to those matters, I believe the same to be true.

2. That the parties hereto were married on or about July 20, 1993.

3. That there are no minor children born the issue of the marriage or adopted by the parties.

4. That the instant litigation resolves solely around the division of the parties' assets and debts and Gabrielle's request for an award of spousal support.

5. That during the parties' marriage, in or about 2005, Dennis commenced any extramarital relationship with Nadya Khapsalis, which resulted in the birth of their two (2) minor children, to wit: Nika Khapsalis, born December 28, 2007 (age 7) and Denise Khapsalis, born December 28, 2007 (age 7).

6. That upon information and belief, in or about September 2014, Dennis met Jennifer and thereafter began a brief relationship with Jennifer, which terminated shortly in May 2015.

7. That upon information and belief, since August 2014, Jennifer has been employed at a behavioral health company, wherein she provides assistance to young ladies who have attempted suicide.

8. That upon information and belief, prior to her employment at the behavioral health company, Jennifer was the Division Vice President for Davita, the same company that employs Dennis. In these capacities, Jennifer attends meetings with Davita, as well as with Dennis.

9. That upon information and belief, while attending these meetings, Jennifer and Dennis developed a business-type relationship, which became also a personal relationship that terminated in or about April or May 2015.

1 10. That in Gabrielle's and/or her expert's review of the parties' credit card and bank
2 statements, she and/or her expert, upon information and belief, believes that Dennis may have
3 been "wasting" community assets on Jennifer during said period of time, or may be in a
4 business with Mrs. Steiner.

5 11. Upon information and belief, that as a result, on or about June 5, 2015, Gabrielle
6 noticed Dennis' counsel with a Notice of Deposition and Subpoena Duces Tecum for Jennifer.

7 12. That even if Gabrielle's belief is accurate, that Dennis was allegedly "wasting"
8 community assets on Jennifer, this is clearly evidenced by the detailed bank and credit card
9 statements already in Gabrielle's possession. Any and all expenditures of this relationship are
10 evidenced in credit card purchases made by Dennis, in the name of Jennifer, during the period
11 of September 2014 through May 2015.

12 13. That regardless of whether these expenditures constitute waste or not, Dennis
13 has already offered to pay Gabrielle one-half (½) of the sum of these expenditures, which is
14 believed to be less than \$20,000.00.

15 14. That there is no truth nor further material information that can be derived from
16 Jennifer's deposition and upon information and belief, Dennis is not in any business with Mrs.
17 Steiner and never was.

18 15. That upon information and belief, Jennifer has advised Dennis that if she is
19 subpoenaed for deposition in this matter, she may report her relationship with Dennis to his
20 superiors and seek to have him terminated. Dennis has no other business relationship with
21 Jennifer beyond his being a representative of DaVita, and Jennifer being a representative of
22 her behavioral health company.

23 16. Upon information and belief, that the potential deposition testimony of Jennifer
24 could result in the loss of her employment. Additionally, Jennifer's emotional response during
25 her deposition could present a harm Dennis.

26 17. Upon information and belief, that upon information and belief, Dennis and
27 Jennifer had short-term relationship. That Jennifer is married woman, who also has minor
28 children of her own.

1 18. Upon information and belief, that if Jennifer's family, including her husband,
2 were to become aware of this relationship, by way of the service of the Notice of Deposition
3 and Subpoena upon Jennifer, it would have a disastrous effect on her marriage and her minor
4 children.

5 19. That service of the same could have a catastrophic effect on Dennis' gainful
6 employment, which has provided not only Dennis, but also Gabrielle, with the above-average
7 lifestyle to which they have become accustomed.

8 20. Upon information and belief, that service of the Notice of Deposition and
9 Subpoena Duces Tecum upon Jennifer could destroy her marriage and devastate her minor
10 children, as well as causing Dennis to be terminated from his employment, which would prove
11 to be an unnecessary and undue burden for all parties.

12 21. That Dennis requests an Order staying the service of the Notice of Deposition
13 and Subpoena Duces Tecum upon Jennifer until after a hearing on Dennis' request for a
14 Protective Order, if at all.

15 22. That there is no pertinent information from Jennifer that cannot be
16 ascertained by Gabrielle's review of the parties' bank and credit card statements, or from
17 deposing Dennis himself.

18 23. That Dennis has voluntarily produced nearly each and every bank and credit
19 card statement requested by Gabrielle. These records and the accompanying detailed
20 information are sufficient evidence of Dennis' spending.

21 24. That Gabrielle's sole purpose in insisting on serving the Subpoena Duces
22 Tecum on Jennifer and conducting the deposition, now that she became aware of the
23 business and personal relationship with Dennis may be simply to harass, annoy and
24 embarrass Dennis and to cause additional and unnecessary litigation costs upon the parties
25 and perhaps for Dennis to lose his employment.

26 25. That Gabrielle's insistence on taking the deposition of Jennifer places Dennis'
27 employment at risk, but Jennifer's marriage as well.

28 26. That not only does the statutory authority provide a basis for this Court to

1 issue a Protective Order, public policy also dictates and demands that the proposed deposition
2 of Jennifer not proceed.

3 27. That this Court should be interested in limiting discovery to pertinent and
4 material issues and should not condone witch hunts and smear campaigns, particularly when
5 there are no minor children born the issue of parties' marriage and in consideration of the
6 financial transparency Dennis has exhibited.

7 28. That, in the alternative, should this Court not be inclined to issue the
8 requested Protective Order, this Court should issue an Order prohibiting the service of the
9 Notice of Deposition and Subpoena Duces Tecum until after Dennis' deposition, if at all. That
10 under no circumstances however, shall Jennifer's deposition be permitted to proceed until
11 such time as Gabrielle has had the opportunity to depose Dennis, which is presently
12 scheduled for August 3, 2015.

13 29. That Dennis can provide and should be the afforded the opportunity to
14 present Gabrielle with any and all desired information she seeks to obtain from Jennifer,
15 particularly any monies Dennis has spent on Jennifer, or the nature of their relationship.
16 Dennis' deposition is likely to render Gabrielle's "need" to depose Jennifer moot.

17 30. That after Dennis' deposition, the parties should be afforded the opportunity
18 to brief this Court regarding any remaining issues related to Gabrielle's "necessity" to depose
19 Jennifer, at which point this Court can determine the merits of Jennifer's deposition.

20 31. That Gabrielle will have ample opportunity on August 3, 2015 to ascertain
21 additional information related to Dennis' and Jennifer's relationship, whether personal or
22 professional.

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JIMMERSON HANSEN, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 388-7171 Facsimile (702) 387-1167

1 32. That on or about June 8, 2015, counsels for the parties held an EDCR 2.34
2 conference, telephonically, wherein counsels discussed the instant matter. Full compliance
3 with EDCR 2.34 was satisfied. Many options were discussed as to possible arbitration, but
4 was not agreed upon at that time. Upon Gabrielle's insistence that she be permitted to depose
5 Jennifer, counsel was forced to file the instant Motion requesting the stay of the service of the
6 Notice of Deposition and Subpoena on Jennifer and for a Protective Order prohibiting
7 Jennifer's deposition.

8 FURTHER AFFIANT SAYETH NAUGHT.

9
10 By: *[Signature]* 6/10/15
11 JAMES J. JIMMERSON, ESQ.

12 SUBSCRIBED and SWORN to before me
13 this 10th day of June, 2015.

14 *[Signature]*

15 NOTARY PUBLIC in and for said
STATE and COUNTY



EXHIBIT B

1 **NOTC**

2 RADFORD J. SMITH, ESQ.
Nevada Bar No. 002791
3 GARIMA VARSHNEY, ESQ.
Nevada Bar No. 011878
2470 St. Rose Parkway, Suite 206
4 Henderson, NV 89074
Telephone: (702) 990-6448
5 Facsimile: (702) 990-6456
6 rsmith@radfordsmith.com
Attorneys Plaintiff

7
8 **DISTRICT COURT
CLARK COUNTY, NEVADA**

9 GABRIELLE CIOFFI - KOGOD,

10 Plaintiff,

11 v.

12
13 DENNIS KOGOD,

14 Defendant.

CASE NO.: D-13-489442-D

DEPT NO.: G

FAMILY DIVISION

15
16 **NOTICE OF DEPOSITION OF**
JENNIFER CRUTE STEINER

17 TO: DENNIS KOGOD, Defendant; and,

18
19 TO: JAMES J. JIMMERSON, ESQ., Attorney for Defendant

20 PLEASE TAKE NOTICE that on the 6th day of August, 2015, at the hour of 10:00 a.m., at offices
21 of McDaniel Reporting, 21 East Carrillo Street, Suite 190, Santa Barbara, California 93101, attorney for
22 Plaintiff herein, will take the deposition of Jennifer Crute Steiner, upon oral examination, pursuant to
23 Rules 26 and 30 of the Nevada Rules of Civil Procedure, before a Notary Public, or before some other
24 officer authorized by the law to administer oaths.
25

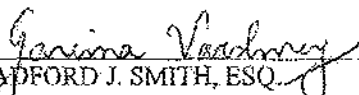
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1 Oral examination will continue from day to day until completed and shall be recorded by sound
2 and/or sound-and-visual, and/or stenographic means. You are invited to attend and cross-examine.
3 Dated this 5th day of June, 2015.

4
5 RADFORD J. SMITH, CHARTERED

6
7 
8 RADFORD J. SMITH, ESQ.
9 Nevada State Bar No. 002791
10 GARIMA VARSHNEY, ESQ.
11 Nevada State Bar No. 011878
12 2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
(702) 990-6448
Attorney for Plaintiff

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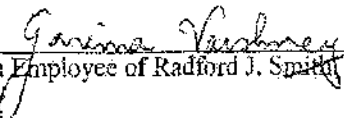
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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm"). I am over the age of 18 and not a party to the within action.

I served the foregoing document described as "NOTICE OF DEPOSITION OF JENNIFER CRUTE STEINER" on this 5th day of June, 2015, to all interested parties by way of the Eighth Judicial District Court's electronic filing system.

JIMMERSON HANSEN, P.C.
JAMES J. JIMMERSON, ESQ.
415 S. Sixth Street, Suite 100
Las Vegas, NV 89101
Attorney for Defendant


An Employee of Radford J. Smith Chartered

1 CC03

2 RADFORD J. SMITH, CHARTERED

3 RADFORD J. SMITH, ESQ.

4 Nevada Bar No. 002791

5 GARIMA VARSHNEY, ESQ.

6 Nevada Bar No. 011878

7 2470 St. Rose Parkway, Suite 206

8 Henderson, NV 89074

9 Telephone: (702) 990-6448

10 Facsimile: (702) 990-6456

11 rsmith@radfordsmith.com

12 Attorneys Plaintiff

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DISTRICT COURT
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI - KOGOD,

Plaintiff,

v.

DENNIS KOGOD,

Defendant.

CASE NO.: D-13-489442-D
DEPT NO.: G

FAMILY DIVISION

SUBPOENA DUCES TECUM

THE STATE OF NEVADA SENDS GREETINGS TO:

Jennifer Crute Steiner
2330 Chapala Street
Santa Barbara, California 93105-3909

YOU ARE HERBY COMMANDED that all and singular, business and excuses set aside, you appear and attend on the 6th day of August, 2015, at the hour of 10:00 a.m. at the offices of McDaniel Reporting, 21 East Carrillo Street, Suite 190, Santa Barbara, California 93101. Your attendance is required to give testimony and/or produce and permit inspection and copying of designated books, documents or tangible things in your possession, custody or control or to permit inspection of premises. You are required to bring with you at the time of your appearance any items set forth below. If you fail to

1 attend, you may be deemed guilty of contempt of Court and liable to pay all losses and damages caused by
2 your failure to appear. Please see Exhibit "A-1" attached hereto for information regarding the rights of
3 the person subject to this Subpoena.
4

5 AFFIRMATION

6 Pursuant to NRS 239B.030, the undersigned does hereby affirm that the preceding document does
7 not contain the Social Security Number of any person.

8 Dated this 4th day of June, 2015.

9 RADFORD J. SMITH, CHARTERED

10 Garima Varshney
11 RADFORD J. SMITH, ESQ.

12 Nevada State Bar No. 002791

13 GARIMA VARSHNEY, ESQ.

14 Nevada State Bar No. 011878

15 2470 St. Rose Parkway, Suite 206

16 Henderson, Nevada 89074

17 (702) 990-6448

18 Attorney for Plaintiff
19
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1
2 **ITEMS TO BE PRODUCED**
3

4 Dates of Service: 2010 to present

5 1. Any and all correspondence sent and received by you, whether in the form of emails,
6 letters, text messages, social media websites or voice messages, from Dennis Kogod. In responding,
7 please include copies of any and all emails and text messages in your inbox, trash folder, sent folder,
8 drafts folder, spam folder, junk folder, and any unpurged deleted emails remaining on any server within
9 your control.
10

11 2. Any and all documents evidencing any vacations or trips taken by you or Dennis Kogod or
12 any other individual at the direction or request from Dennis Kogod or at the direction or request of any
13 other individual on behalf of Dennis Kogod for the above-referenced time frame including, but not limited
14 to, all documents evidencing the following -
15

- 16 - Date of departure;
17 - Date of return;
18 - Destination
19 - Nature of trip (i.e. business, personal vacation, etc.);
20 - Airlines utilized for travel; and
21 - Cost of travel.
22

23 3. Documents evidencing any and all lawsuits, whether civil or criminal, in which you have
24 been involved for the time frame set forth above, with Dennis Kogod.
25

26 4. Please produce any and all documents evidencing any and all property or assets acquired
27 through or attributable to any rents, issues, and profits from any gifts received or given by Dennis Kogod
28

1 for a period beginning January 1, 2010, through the date you appear for your deposition.

2 5. For all real and personal property, tangible or intangible, that you have purchased either
3 individually or jointly with Dennis Kogod since January 1, 2010, please provide all documents
4 establishing the name(s) in which the property is titled, the purchase price of the property, your
5 contribution to the purchase of the property, the fair market value of the property, and the amount, if any,
6 owed against the property.
7

8 6. Please produce all documents evidencing any receipt of gifts, or the transfer or conveyance
9 of any property intended as a gift by Dennis Kogod to you, with a value greater than \$300.00, during any
10 period on or after January 1, 2010, including any and all documents establishing the value of the gift,
11 including receipts, appraisals, estimates, or other indicia of value.
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EXHIBIT "A"
NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena.

(1) A party of an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception of waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.


CLERK OF THE COURT

1 **OPP**
2 RADFORD J. SMITH, CHARTERED
3 RADFORD J. SMITH, ESQ.
4 Nevada Bar No. 002791
5 GARIMA VARSHNEY, ESQ.
6 Nevada Bar No. 011878
7 2470 St. Rose Parkway, Suite 206
8 Henderson, NV 89074
9 Telephone: (702) 990-6448
10 Facsimile: (702) 990-6456
11 rsmith@radfordsmith.com
12 Attorneys Plaintiff

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 GABRIELLE CIOFFI - KOGOD,

11 Plaintiff,

12 v.

13 DENNIS KOGOD,

14 Defendant.
15

CASE NO.: D-13-489442-D
DEPT NO.: G

FAMILY DIVISION

16 **OPPOSITION TO MOTION TO STAY SERVICE OF SUBPOENA DUCES TECUM AND**
17 **NOTICE OF DEPOSITION AND FOR A PROTECTIVE ORDER PROHIBITING OR**
18 **LIMITING THE DEPOSITION OF JENNIFER CRUTE STEINER, AND**
19 **COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS**

20 DATE OF HEARING: June 26, 2015

21 TIME OF HEARING: 1:30 p.m.¹

22 COMES NOW, Plaintiff, GABRIELLE CIOFFI - KOGOD ("Gabrielle") by and through her
23 attorneys, Radford J. Smith, Esq. and Garima Varshney, Esq. of the firm of Radford J. Smith,
24 Chartered, and submits the following points and authorities in Opposition to Defendant, DENNIS
25 KOGOD ("Dennis")'s motion referenced above and request that the court deny that motion in their

26 ¹ Hearing on Dennis's Motion was previously scheduled for July 17, 2015. Dennis filed an Ex Parte
27 Request for an Order Shortening Time in which he failed to advise the Court that Gabrielle had already
28 agreed on a stay and therefore, an Order Shortening Time was not necessary. See Letter from Ms.
Varshney to Mr. Jimmerson dated June 9, 2015 attached hereto as Exhibit "3" and Letter from Mr.
Jimmerson to Mr. Smith acknowledging the stay attached hereto as Exhibit "4."

1 entirety. Gabrielle countermoves for an award of attorney's fees and costs for having to respond to
2 Dennis' motion.

3 DATED this nd 23 day of June, 2015.

4 RADFORD J. SMITH, CHARTERED

5
6 *Garima Varshney*
RADFORD J. SMITH, ESQ.

7 Nevada Bar No. 002791

8 GARIMA VARSHNEY, ESQ.

9 Nevada Bar No. 011878

2470 St. Rose Parkway -- Ste. 206

Henderson, Nevada 89074

10 Telephone: (702) 990-6448

11 Facsimile: (702) 990-6456

rsmith@radfordsmith.com

12 I.

13 COUNTERSTATEMENT OF FACTS AND ISSUES

14 Dennis is the President of HealthCare Partners, LLC, a division of DaVita Healthcare Partners,
15 a publicly traded company. Gabrielle is a Registered Nurse for Dignity Health and earns approximately
16 \$50,000 per year. Dennis's Financial Disclosure Form filed on February 27, 2015, alleges that the
17 parties' community net worth is in excess \$38,000,000 dollars. Dennis earned approximately
18 \$7,700,000 (\$641,666 per month) in salary and stock option sales in 2013, and more than \$14,400,400
19 in 2014 (\$1,200,000 per month).
20

21 For at least *ten (10) years* of their marriage, Dennis, unbeknownst to Gabrielle, spent millions
22 of dollars on a relationship in Beverly Hills, California with his mistress Nadya Khapsalis. Dennis
23 fathered two children with Ms. Khapsalis. Dennis' life in California included the purchase of \$5.9
24 Million mansion in Beverly Hills where he resided with Nadya, yachts, the world's finest cars (Ferrari,
25 Bentley, Porsche), undisclosed business interests, payments for exclusive private schools, and
26 purchases of residences for relatives. Dennis's deception was calculated, artful, and complete.
27
28

1 During that period, Dennis deceived Gabrielle about his whereabouts, the party's property, the
2 party's wealth, and his gross waste of the parties' funds. While he convinced Gabrielle to live a
3 relatively modest lifestyle, he was spending money with gross abandon and hiding the bulk of the
4 parties' wealth in accounts and property held in his sole name. Gabrielle did not learn about Dennis's
5 deceit from Dennis, but instead only learned about his second life when at a Da Vita event, he (perhaps
6 after a few cocktails) mistakenly mentioned the "challenge of raising small children." The parties have
7 no children. Dennis did not even have the decency to admit his actions to Gabrielle. Instead, on
8 February 3, 2015, at the Case Management Conference in this case, only when faced with investigation
9 into his assets and expenditures, Dennis through his counsel, finally admitted to fathering children with
10 Ms. Khapsalis.
11

12
13 During the contrived *mea culpa* Dennis gave through his counsel at the February 3, 2015, he
14 failed to mention what he now claims in his present motion: He was cheating on both his wife and
15 mistress with a married former employee of Da Vita, Jennifer Crute Steiner. In his sworn Responses to
16 Gabrielle's Interrogatories, Dennis fails to mention Ms. Steiner. Specifically: On March 5, 2015,
17 Gabrielle propounded Request for Interrogatories on Dennis.
18

19 INTERROGATORY NO. 14:

20 Please identify any and all gifts or donations by or to you, or any non-publicly traded
21 entity in which you hold or have held an ownership interest, that were made and/or
22 conveyed with a value of \$1000.00 or more, for a period beginning January 1, 2004,
23 through the date of your answer to this Interrogatory, or the date of final hearing,
24 whichever is later. Please identify the gift or donation, the date it was conveyed, and the
25 person or entity that received the gift or donation.

26 On March 16, 2015, Dennis responded:

27 ANSWER TO INTERROGATORY NO. 14:

28 Objection, compound, overbroad and unduly burdensome. However, without waiving
said objections, please see detailed contribution list attached hereto as Exhibit "A."

1 See Dennis' Responses to Interrogatory attached hereto as Exhibit "1."

2 Like the revelation about Dennis's second family, Gabrielle only stumbled upon information
3 regarding Ms. Steiner through Gabrielle's experts, Anthem Forensics ("Anthem"), review of financial
4 records. Gabrielle was not aware of any relationship between Dennis and Ms. Steiner prior to that time.
5 Specifically, in early June, 2015, Anthem observed charges in Dennis's credit card for several flights
6 for Ms. Steiner. Gabrielle's counsel, perhaps naively, suspected a business relationship that Dennis had
7 hidden because Ms. Steiner operates a company that does business with Da Vita. It was only when
8 Gabrielle served a Notice of Deposition of Jennifer Steiner upon Dennis's counsel that Dennis, through
9 his counsel, claimed in so many words, that Dennis had engaged in an affair with Ms. Steiner.
10

11
12 During the indicated travel periods, Anthem also observed payments and charges including, but
13 not limited to, hotel/lodging, meals, bank withdrawals, and shopping that may have wholly or partially
14 related to Jennifer Steiner. Further, documentation deficiencies have precluded Anthem Forensics
15 from reasonably evaluating the community funds expended for the benefit of Jennifer Steiner. See
16 Declaration of Jennifer A. Allen, CPA, CFE attached hereto as Exhibit "2." Gabrielle should be
17 permitted to take Ms. Steiner's deposition to explore the extent of the monies Dennis spent upon her
18 not only during those trips, but at other times.
19

20 Dennis now moves for a protective order claiming, in pertinent part, that, 1) Gabrielle should
21 trust him to disclose all of the community funds he expended on his second mistress in *his* deposition;
22 and 2) the Court should trust his word as to what Ms. Steiner has threatened or said regarding the notice
23 of her deposition. Dennis does not provide an affidavit of Ms. Steiner, or any other evidence of
24 verifiable communication in which she is threatening to go to his employer about their affair. In other
25 words, the Court and Gabrielle should trust a proven fraud without the submission of competent
26
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1 evidence (he fails to provide his affidavit or any affidavit of Ms. Steiner compliant with NRCP 56) that
2 supports his position.

3 Indeed, Dennis's claims regarding Ms. Steiner are a moving target. He first, through counsel,
4 argued that the deposition would reveal the nature of Ms. Steiner's relationship to her husband, and
5 therefore cause damage to that relationship and her business. When undersigned counsel offered
6 methods to ensure that Ms. Steiner's husband would not become aware that the deposition was even
7 taken, much less aware of the substance of the deposition, Dennis's story changed to his present
8 uncorroborated allegation that Ms. Steiner is threatening to reveal the affair to Da Vita and endanger
9 Dennis's employment. The argument is illogical at best. Why would Ms. Steiner want to present the
10 affair in a public forum (thereby harming her family, her business, and her lovers job) when her
11 deposition can be taken privately and under seal, and with the only parties having access to the
12 deposition being the parties, their counsel and experts, and the Court? There is not reasonable
13 response, and Dennis does not offer one.

14 If Dennis's concept of rights under NRCP 26 for protective orders is correct, then any
15 individual could prevent the deposition of any witness by simply arguing that there may be adverse
16 consequences to the deposition, or that it may reveal facts that the party or witness does not want to
17 disclose. That position would turn the discovery system on its ear. Individuals and corporations are
18 regularly called in deposition to reveal facts that may be uncomfortable, embarrassing, or harmful to
19 their position in a case.

20 Even if Ms. Steiner did object to her deposition, there is no cognizable legal basis to preclude
21 the deposition of someone who has relevant knowledge of facts directly in issue in this case. Dennis'
22 counsel does not cite to any law (arguably because none exists) that supports an order precluding a
23 deposition merely because it may be embarrassing for an individual or party.

1 To add insult to injury, undersigned counsel has offered methods to ensure confidentiality of the
2 deposition (agreed upon acceptance of service away from Ms. Steiner's home or business, sealing the
3 deposition for any purpose outside of this case, limiting distribution of the deposition to others, etc.),
4 but all of those methods have been rejected, and are not mentioned Dennis in his pleadings.
5

6 For these reasons, Gabrielle requests that Dennis's Motion for Protective Order precluding the
7 deposition of Ms. Steiner be denied, and that the Court cause Dennis to reimburse Gabrielle from his
8 portion of community property all attorney's fees and costs she has incurred in the defense of this
9 motion.
10

11 **A. The Court should Deny Dennis' request to Delay the Deposition of Ms. Steiner**

12 Gabrielle has properly noticed the deposition of Ms. Steiner under NRCP 26(a) and NRCP 33.
13 The case involves numerous depositions and substantial written discovery. Gabrielle has carefully
14 planned and attempted to schedule discovery in an order that is logical, and provides information in a
15 useable sequence. She has the right to do so. NRCP 26(d) reads:
16

17 *(d) Sequence and timing of discovery.* After compliance with subdivision (a) of this
18 rule, unless the court upon motion, for the convenience of parties and witnesses and in
19 the interests of justice, orders otherwise, methods of discovery may be used in any
20 sequence and the fact that a party is conducting discovery, whether by deposition or
21 otherwise, does not operate to delay any other party's discovery.

22 Dennis requests that the Court order that Ms. Steiner's deposition be taken when he wants it
23 taken. In light of Dennis's actions both before and during this divorce case, his claim is meritless. This
24 case revolves around Dennis's deception of Gabrielle regarding millions of dollars of property and
25 expenditures for approximately ten (10) years. Dennis has proven that he cannot be trusted. Gabrielle
26 should not be forced to rely on Dennis's deposition testimony and identification of expenditures with
27 Ms. Steiner's name on them as the total picture of the community funds Dennis spent on Ms. Steiner.
28

1 The information that Ms. Steiner will give in her deposition is relevant and admissible in this
2 action, and therefore her deposition is permitted under NRCP 26(b). NRS 123.230² precludes a spouse
3 from gifting community property without the express or implied consent of the other spouse. Dennis
4 did not advise Gabrielle of the millions of dollars he spent on his relationship with Ms. Khapsalis, and
5 it was only through credit card listings of the name on the ticket of a flight purchased (a fact Dennis
6 overlooked) that has allowed Gabrielle to understand that he was gifting community funds and property
7 (by using funds for the benefit of Ms. Steiner without Gabrielle's knowledge or consent), to Ms.
8 Steiner. There is no evidence in the record to suggest that Dennis will be forthcoming regarding his
9 expenditures for Ms. Steiner, or any other individual with whom he has had an affair.
10

11 As indicated above, throughout this action, Dennis conveniently fail to advise Gabrielle about
12 his second family and only did so at the CMC hearing in February this year out of fear of being
13 exposed during discovery. In what amounts to an admission that his interrogatory response was false,
14 Dennis now, *for the first time*, represents that he expended \$40,000 of community monies towards
15 Jennifer Steiner from September 2014 through May 2015. See Dennis's present motion at page 4, lines
16 2-5.
17

18 Dennis's violations of NRS 123.230, and his failure to properly respond to discovery requests
19 are not the only rules or statutes Dennis ignores. He has recently grossly violated the Joint Preliminary
20 Injunction in this case by selling massive amounts of Da Vita stock, selling a yacht worth over
21 \$1,000,000.00, and spending \$3,000,000 of community funds on a condominium when he moved out of
22 his Beverly Hills mansion after (he alleges) they split. Dennis's continuing misuse of community funds
23 during the JPI period (with Ms. Steiner in this instance) are part of a larger picture of Dennis's failures
24 that could constitute a basis for an unequal division of community property.
25
26

27
28 ² NRS 123.230(2) reads: "Neither spouse may make a gift of community property without the express or implied consent of the other."

1 One species of "compelling reasons" for unequal disposition of community property is
2 financial misconduct in the form of one party's wasting or secreting assets during the
3 divorce process. There are, of course, other possible compelling reasons, such as
4 negligent loss or destruction of community property, unauthorized gifts of community
property and even, possibly, compensation for losses occasioned by marriage and its
breakup.

5 *Putterman v. Putterman*, 113 Nev. 606, 606, 939 P.2d 1047, 1047 (1997).

6 Dennis's present motion asks for an order preventing Gabrielle from discovering relevant and
7 admissible evidence, and conduct a deposition duly and properly noticed.

8 As indicated above, throughout this action, Dennis conveniently fail to advise Gabrielle about
9 his second family and only did so at the CMC hearing in February this year out of fear of being
10 exposed during discovery. In what amounts to an admission that his interrogatory response was false,
11 Dennis now, *for the first time*, represents that he expended \$40,000 of community monies towards
12 Jennifer Steiner from September 2014 through May 2015. See Dennis's present motion at page 4, lines
13 2-5.
14

15 **B. The Court Should Deny Dennis's Motion, or, In the Alternative, Limit any**
16 **Protection Order to Ensure that the Notice, Conduct, and Transcript of the**
17 **Deposition Remain Confidential**

18 The core of Dennis's motion is that Ms. Steiner has threatened to expose him to DaVita, and
19 that exposure may cause him to lose his employment. Dennis then states that Jennifer's employment
20 with a behavioral health company would also be threatened if her deposition is allowed to proceed. See
21 Dennis' Motion, page 5, lines 8-10. As stated, Dennis fails to provide any competent evidence in
22 support of that allegations, and his claims that Ms. Steiner would expose a deposition that would harm
23 her family and job is nonsensical.
24

25 In his Motion, Dennis requests that he "be permitted to coordinate the service of the Notice of
26 Deposition and Subpoena on Jennifer, as well as the deposition itself, for a time and location that would
27 allow Jennifer to keep her deposition confidential." See Dennis' Motion, page 7, lines 2-4. Dennis fails
28 to note, however, that Gabrielle has already made multiple offers to Dennis to keep service

1 confidential. Gabrielle is open to suggestion of the Court as to how to best accomplish that, but she
2 does not trust Dennis to handle service. Gabrielle has also offered to keep the conduct and transcript of
3 the deposition confidential. Dennis has made no attempt to explore those methods to ensure that Ms.
4 Steiner and Dennis's privacy is maintained. Gabrielle has no interest in harming Dennis's employment,
5 but she has little reason to believe that Dennis is being truthful with this Court about his relationship
6 with Ms. Steiner, or would be at his deposition.
7

8 **III.**

9 **COUNTERMOTION FOR ATTORNEY'S FEES, COSTS AND SANCTIONS**

10 Gabrielle attempted to confer with Dennis on the issues presented in his motion. Gabrielle has
11 already made multiple offers to Dennis handle both service and the deposition in a manner to keep it
12 confidential. In fact, Gabrielle agreed to not serve Jennifer Steiner until the issue of her deposition was
13 resolved. See Letter from Ms. Varshney to Mr. Jimmerson dated June 9, 2015 attached hereto as
14 Exhibit "3."
15

16 On June 11, 2015, Mr. Jimmerson acknowledged the stay of Jennifer Steiner's deposition –

17
18 In response to your letter dated June 9, 2015, I would like to thank you for holding
19 service of the Notice of Deposition and Subpoena Duces Tecum upon Jennifer Steiner as
20 we discussed a resolution of this issue.

21 See Letter from Mr. Jimmerson to Mr. Smith dated June 11, 2015 attached hereto as Exhibit "4."

22 Yet, instead of attempting to resolve the issue, Dennis filed the present motion and then
23 proceeded to file an Ex Parte Request for an Order Shortening Time. Dennis failed to advise the Court
24 that Gabrielle had already agreed on a stay and that an Order Shortening Time was unnecessary.

25 For these reasons, Gabrielle is requesting that the Court award her attorney's fees, expert's fees
26 and costs incurred in bringing this Motion pursuant to NRCP 37(a)(4). Upon Court's direction,
27 Gabrielle will submit a Memorandum of Fees and Costs.
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IV.

CONCLUSION

Based on the foregoing, Gabrielle requests that the Court deny Dennis' motion in its entirety and allow her to conduct the deposition of Jennifer Crute Steiner upon required notice. Gabrielle also requests that the Court award her attorney's fees for having to respond to Dennis's present motion.

DATED this 23rd day of June, 2015

RADFORD J. SMITH, CHARTERED


RADFORD J. SMITH, ESQ.

Nevada Bar No. 002791

GARIMA VARSHNEY, ESQ.

Nevada Bar No. 011878

2470 St. Rose Parkway – Ste. 206

Henderson, Nevada 89074

Telephone: (702) 990-6448

Facsimile: (702) 990-6456

gvarshney@radfordsmith.com

Attorney for Plaintiff

AFFIDAVIT OF GARIMA VARSHNEY, ESQ.

COUNTY OF CLARK)
) ss:
STATE OF NEVADA)

Garima Varshney, Esq., having been duly sworn, deposes and says:

1. We are the attorneys for the Plaintiff, GABRIELLE CIOFFI - KOGOD, in the above-entitled matter.

2. I make this Affidavit based upon facts within my own knowledge, save and except as to matters alleged upon information and belief and, as to those matters, I believe them to be true.

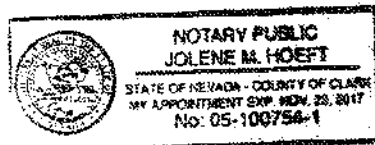
3. I have reviewed the foregoing Opposition and Counter-motion and can testify that the facts contained therein are true and correct and to the best of my knowledge. I hereby affirm and restate them as if set forth fully herein.

FURTHER AFFIANT SAYETH NAUGHT.

Garima Varshney
GARIMA VARSHNEY, ESQ.

Subscribed and sworn before me
this 23 day of June, 2015.

Jolene M. Hoeft
NOTARY PUBLIC in and for
said County and State



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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm"). I am over the age of 18 and not a party to the within action.

I served the foregoing document described as "OPPOSITION TO MOTION TO STAY SERVICE OF SUBPOENA DUCES TECUM AND NOTICE OF DEPOSITION AND FOR A PROTECTIVE ORDER PROHIBITING OR LIMITING THE DEPOSITION OF JENNIFER CRUTE STEINER, AND COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS" on this 25 day of June, 2015, to all interested parties by way of the Eighth Judicial District Court's electronic filing system.

JIMMERSON HANSEN, P.C.
JAMES J. JIMMERSON, ESQ.
415 S. Sixth Street, Suite 100
Las Vegas, NV 89101
Attorney for Defendant

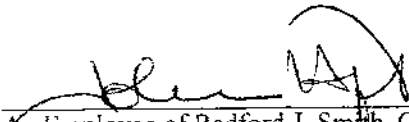

An Employee of Radford J. Smith, Chartered

EXHIBIT “1”

1 **DISC**
2 JIMMERSON HANSEN, P.C.
3 JAMES J. JIMMERSON, ESQ.
4 Nevada Bar No. 000264
5 jjj@jimersonhansen.com
6 415 South Sixth Street, Suite 100
7 Las Vegas, Nevada 89101
8 (702) 388-7171
9 Attorneys for Defendant,
10 DENNIS KOGOD

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

8 GABRIELLE CIOFFI-KOGOD,

9 Plaintiff,

10 v.

11 DENNIS KOGOD,

12 Defendant.

CASE NO. D-13-489442-D
DEPT. NO. Q

14 DEFENDANT, DENNIS KOGOD'S ANSWERS TO
15 PLAINTIFF'S AMENDED FIRST SET OF INTERROGATORIES TO DEFENDANT

16 Comes now Defendant, DENNIS KOGOD, by and through his counsel of record,
17 JAMES J. JIMMERSON, ESO., of JIMMERSON HANSEN, P.C., and hereby submits his
18 answers to Plaintiff's Amended First Set of Interrogatories to Defendant:

19 GENERAL OBJECTIONS
20 (Applicable to all Responses)

21 1. Defendant submits these Responses subject to all objections ordinarily available
22 if such statements are offered in Court. All such objections are hereby expressly reserved and
23 may be interposed at the time of trial or at any other time.

24 2. Defendant's research, discovery and preparation for trial in this matter are
25 presently ongoing and are not yet complete. These Responses are based upon the current
26 state of Defendant's pre-trial preparation. Defendant anticipates that his continuing discovery
27 and investigation may reveal documents and information not presently known to him, or
28 documents and information whose significance is not presently known to him, upon which

1 Defendant may rely at trial. Accordingly, Defendant's Responses to Plaintiff are made without
2 prejudice to Defendant's right to produce additional information at a later date and introduce
3 such information at the time of trial.

4 3. Defendant objects to the "Definitions" and "Instructions" contained in the
5 Interrogatories to the extent that they are inconsistent with and/or seek to impose obligations
6 beyond those imposed by the Nevada Rules of Civil Procedure and/or the local District Court
7 rules. For example, Plaintiff's of "identify" may cause the Interrogatories to exceed the allowed
8 number of Interrogatories by introducing numerous sub-parts.

9 4. Defendant objects to each Interrogatory to the extent that it seeks information
10 protected from discovery by the attorney-client privilege or the attorney work product doctrine.
11 The inadvertent production of such information shall neither constitute a waiver of any
12 privilege, nor a waiver of any rights Defendant may have to object to the use of any of the
13 documents or information in any subsequent pretrial proceedings or at trial.

14 5. That Defendant's Answers to Interrogatories given below are based upon
15 Defendant's information and behalf, are believed to be true, and may be supplemented as
16 discovery continues. Defendant has worked a great deal of hours and hours of staff time to
17 answer Interrogatories that are often burdensome, harassing, and very difficult to answer
18 especially when asking for ten (10) years worth of information.

19 Each of the general responses and objections asserted above (the "General Answers
20 and Objections") applies to each Interrogatory where appropriate and is incorporated into each
21 of Defendant's Answers below as though set forth in full. Where Defendant indicates that he
22 will provide information responsive to a certain request, such production is subject to each of
23 the above General Answers and Objections.

24 INTERROGATORIES

25 INTERROGATORY NO. 1:

26 Please identify all real and personal property, tangible or intangible, that you contend
27 is community property. For each item listed, please state the present location of the property,

28 ///

1 the name(s) in which the property is titled, the purchase price of the property, the fair market
2 value of the property, a complete description and, Make, Model, overall condition, options, and
3 mileage and the amount, if any, owed against the property.

4 **ANSWER TO INTERROGATORY NO. 1:**

5 Objection, compound, over broad and unduly burdensome. Additionally, Plaintiff has
6 equal, if not greater, access to this information. However, without waiving said objections, all
7 property information was submitted on my Detailed Financial Disclosure Form. I do not have
8 the information on our Lake Las Vegas home which Plaintiff occupies at the time of
9 submission, only estimates. The only property that has a mortgage is the Henderson home,
10 though Bank of America, roughly \$800,000 secured by an investment account disclosed on
11 my Detailed financial Disclosure Form held at Bank of America. All other properties, Canon,
12 Oak Pass and San Vicente have been paid in cash, no mortgages on any property.

13 **INTERROGATORY NO. 2:**

14 Please identify all real and personal property, tangible or intangible, that you contend
15 you hold as your separate property (i.e., property you hold in which you claim Plaintiff has no
16 community property interest). For each item listed, please state the present location of the
17 property, the name(s) in which the property is titled, the purchase price of the property, the fair
18 market value of the property, a complete description and Make, Model, overall condition,
19 options, and mileage and the amount, if any, owed against the property.

20 **ANSWER TO INTERROGATORY NO. 2:**

21 Objection, compound, over broad and unduly burdensome. Some of these properties
22 may be my separate property, or not my property at all. However, without waiving said
23 objections, I hold the property at South Canon with myself and my brother Mitchell Kogod
24 listed on the title. There is a side letter on file that Mitchell Kogod cannot sell the property until
25 he satisfies the loan he has with me for the purchase price.

26 The Oak Pass home is in my trust, Denika, myself and my trust lawyer are the only
27 trustees.

28 *///*

1 The San Vicente home title is under Sheldon and Marsha Kogod, with a letter
2 agreement stating they can not seek the property without first satisfying the loan amounts to
3 me first.

4 I submitted closing documents on all three which had appraisals. I have not had any
5 of the three properties reappraised.

6 The Henderson home is titled under the Kogod Family Trust which Gabrielle and I are
7 both trustees.

8 **INTERROGATORY NO. 3:**

9 Please identify all real and personal property, tangible or intangible, which you have
10 purchased either separately or jointly with another person since the parties' separation. For
11 each item listed, please state the present location of the property, the name(s) in which the
12 property is titled, the purchase price of the property, the fair market value of the property, and
13 the amount, if any, owed against the property.

14 **ANSWER TO INTERROGATORY NO. 3:**

15 Objection, compound, over broad and unduly burdensome. However, without waiving
16 said objections, Answer to Interrogatory No. 3 is covered in my Answers to Interrogatories 1
17 and 2 above and are so captured within my Detailed Financial Disclosure Form recently
18 submitted.

19 **INTERROGATORY NO. 4:**

20 Please state whether you believe and/or contend that any community and/or
21 joint-owned property owned by you and Plaintiff should be divided in any way other than
22 equally. If so, please state all facts that support your belief and/or contention, and identify with
23 specificity all evidence that supports your belief and/or contention.

24 **ANSWER TO INTERROGATORY NO. 4:**

25 Objection for the reason stated hereinabove. That being said, I believe I should keep
26 the Canon Oak Pass and San Vicente properties. My brother and his family live in Canon, my
27 aging parents reside in San Vicente, as their only residence, and Oak Pass serves as my
28 house for me and my two children.

1 **INTERROGATORY NO. 5:**

2 Please identify any and all accounts held in your name, or held for your benefit in the
3 name of another individual, trust, or entity, including, but not limited to, checking accounts,
4 savings accounts, money market funds, investment accounts, stock accounts, overseas
5 accounts, or certificates of deposit, from January 1, 2004, through the date of your answer to
6 this Interrogatory or the date of final hearing, whichever is later, including the name and
7 address of the financial institution, type of account, and all account numbers.

8 **ANSWER TO INTERROGATORY NO. 5:**

9 Objection, compound, over broad and unduly burdensome. However, without waiving
10 said objections, the information on holdings was submitted through my UBS statements. UBS
11 is my investment account and all of my holdings, whether it is stocks, bonds LLC are listed in
12 those reports which were included in my Initial Disclosure of Documents already in Plaintiff's
13 possession.

14 **INTERROGATORY NO. 6:**

15 Please specifically identify any ownership interest that you have in any publicly-traded
16 entity including any interest in stock, bonds, deeds of trust, real property, limited liability
17 company, partnership (of any kind), corporation, patents and/or other type of entity, since
18 January 1, 2004. For each such entity in which you hold or have held an interest during that
19 time, please provide a brief description of the interest, details of the stock options (grant date,
20 exercise date and exercise price) and stock appreciation rights (SAR's) the property or entity
21 in which the interest is held, and the nature of its business.

22 **ANSWER TO INTERROGATORY NO. 6:**

23 Objection, compound, over broad and unduly burdensome. However, without waiving
24 said objections, I own 50% of MOE LLC valued at zero today, a small start up that failed.

25 I own 100% of Denika Trust which has production rights to Pray for Ukraine and
26 Thomasina remake, fair market value is \$181,000.

27 I owned 100% of Systems 8 training, that entity was sold for assets at book value,
28 (\$18,000) in January 2014.

1 **INTERROGATORY NO. 7:**

2 Please specifically identify any ownership interests that you have in any
3 *non-publicly-traded entity* including, any interest in stock, bonds, deeds of trust, real property,
4 limited liability company, partnership (of any kind), corporation, patents and/or other type of
5 entity, since January 1, 2004. For each such entity in which you hold or have held an interest
6 during that time, please provide a brief description of the interest, the property or entity in
7 which the interest is held, and the nature of the business.

8 **ANSWER TO INTERROGATORY NO. 7:**

9 Objection, compound, over broad and unduly burdensome. However, without waiving
10 said objections, I own 50% of MOE LLC valued at zero today, a small start up that failed.

11 I own 100% of Denika Trust which has production rights to Pray for Ukraine and
12 Thomasina remake, fair market value is \$181,000.

13 I owned 100% of Systems 8 training, that entity was sold for assets at book value,
14 (\$18,000) in January 2014.

15 **INTERROGATORY NO. 8:**

16 Please identify, including name, address, and telephone number, every person and/or
17 entity that has held or stored records or property belonging to either party from January 1,
18 2004. As to each, please identify the items held or stored and the compensation and/or
19 consideration for such services.

20 **ANSWER TO INTERROGATORY NO. 8:**

21 Objection, compound, over broad and unduly burdensome. However, without waiving
22 said objections:

- 23 1. Jeff Weiss, Esq. Trust documents.
24 601 California Street
25 San Francisco, California 94108
26 (415) 352-8939

27 Attorney Weiss is in possession of trust documents.

28 ///

///

2. Bradley Richard, Esq.
Gordon Silver
3960 Howard Hughes Parkway, 9th Fl.
Las Vegas, Nevada 89169
(702) 796-5555

Prepared wills for Plaintiff and I in 2004 or 2005.

3. Robert Gehlen UBS Banker
555 California street suite 4650
San Francisco, California 94104
(415) 954-5929

Mr. Gehlen has all investment accounts

4. David W. Pezzillo
Merrill Lynch, Pierce, Fenner & Smith
10114 W. Flamingo Road
Las Vegas, Nevada 89147
(702) 341-2054
David.w.pezzillo@ml.com

Mr. Pezzillo is in possession of the mortgage documents on Henderson home and investment accounts that were used as collateral for mortgage.

5. Jaime Mannon, Esq.
Coblentz, Patch, Duffy & Bass LLP
One Ferry Bldg., Suite 200
San Francisco, California 94111
415-772-5773

Ms. Mannon is in possession of the loan agreements with my family on properties, all of which have been produced in my Initial Disclosure of Documents.

INTERROGATORY NO. 9:

For each safe deposit box or similar storage device which holds, or has held, any records or property belonging to either party at any time during the period from January 1, 2004, forward, please identify the financial institution or other facility (name and address) relating to the safety deposit box, the dates and time that the safety deposit box was accessed by anyone, and all contents of any such safety deposit box from January 1, 2004, to the present.

///

///

1 **ANSWER TO INTERROGATORY NO. 9:**

2 Objection, compound, over broad and unduly burdensome. However, without waiving
3 said objections, I do not have any safe deposit boxes.

4 **INTERROGATORY NO. 10:**

5 Please provide a list of any monies or other obligations of any kind or nature, owed to
6 you from any source, including, but not limited to, the amount owed, the obligor, the date the
7 debt was incurred, account number(s), and the terms of repayment, for a period beginning
8 January 1, 2004, through the date of your answer to this Interrogatory, or the date of final
9 hearing, whichever is later.

10 **ANSWER TO INTERROGATORY NO. 10:**

11 Objection, compound, over broad and unduly burdensome. However, without waiving
12 said objections, please see my Detailed Financial Disclosure Form of the information on the
13 following individuals: Kim Matthews, Bernie Kogod, Mitchell Kogod and Sheldon Kogod.

14 **INTERROGATORY NO. 11:**

15 Please identify any life insurance policy that you have had any ownership interest since
16 January 1, 2004, and/or for which Plaintiff, Defendant, or any child of either party is the
17 measuring life, and identify the beneficiary or beneficiaries of any such policy.

18 **ANSWER TO INTERROGATORY NO. 11:**

19 Objection, compound, over broad and unduly burdensome. However, without waiving
20 said objections, the same have been previously disclosed namely: Davita Life Insurance
21 policy has Plaintiff as beneficiary; and AIG and Principle policies have Nadine Kievshy and
22 minor children as beneficiaries.

23 **INTERROGATORY NO. 12:**

24 Please identify any and all retirement accounts held in your name, including, but not
25 limited to, pension plans or other defined benefit plans, 401(k) funds or other defined
26 contribution plans, qualified or individual retirement accounts of any kind, and military

27 ///

28 ///

1 retirement pay you receive, are eligible to receive, or you contributed to starting from the date
2 of the parties' marriage through the date of your answer to this Interrogatory, or the date of
3 final hearing, whichever is later.

4 **ANSWER TO INTERROGATORY NO. 12:**

5 Objection, compound, over broad and unduly burdensome. However, without waiving
6 said objections all retirement accounts information was provided in my Initial Disclosure of
7 Documents along with copies off all accounts, balances etc.

8 **INTERROGATORY NO. 13:**

9 Please identify all obligations or accounts payable owed now, or previously owed by
10 you, either individually or jointly with Plaintiff or any other party, or for which you are a
11 guarantor or authorized user including, but not limited to, credit cards, personal loans,
12 promissory notes, real estate loans, or business loans for the period beginning January 1,
13 2004, and continuing through the date of your answer to this Interrogatory or the date of final
14 hearing, whichever is later.

15 **ANSWER TO INTERROGATORY NO. 13:**

16 Objection, compound, over broad and unduly burdensome. However, without waiving
17 said objections, all information requested in this Interrogatory is included in my Detailed
18 Financial Disclosure Form.

19 **INTERROGATORY NO. 14:**

20 Please identify any and all gifts or donations by or to you, or any non-publicly traded
21 entity in which you hold or have held an ownership interest, that were made and/or conveyed
22 with a value of \$1000.00 or more, for a period beginning January 1, 2004, through the date
23 of your answer to this Interrogatory, or the date of final hearing, whichever is later. Please
24 identify the gift or donation, the date it was conveyed, and the person or entity that received
25 the gift or donation.

26 **ANSWER TO INTERROGATORY NO. 14:**

27 Objection, compound, over broad and unduly burdensome. However, without waiving
28 said objections, please see detailed contribution list attached hereto as Exhibit "A."

1 INTERROGATORY NO. 15:

2 Please identify all physical and/or mental disabilities, ailments, diseases or conditions
3 with which you have been diagnosed since January 1, 2004, through the date of your answer
4 to this Interrogatory. For each disability, ailment, disease, or condition, please identify the date
5 the diagnosis was made, the diagnosing physician, address for the diagnosing physician,
6 treatment regimen (including medication and dosage), and prognosis.

7 ANSWER TO INTERROGATORY NO. 15:

8 Objection, compound, over broad and unduly burdensome. However, without waiving
9 said objections:

10 1. bi Polar disease 2004. (I don't recall initial doctors in Orange County that made
11 original diagnosis in 2004)

12 2. Revised to Anxiety disorder and Apberger disorder 2011

13 Dr Geoffrey Tucker, MD
14 2020 Century Park East
15 Los Angeles, California 90067
(310) 556-0263

16 3. Current physician who I have been under her care since 2008 is:

17 Stephanie Zisook MD
18 10921 Wiltshire Blvd.
19 Los Angeles, California 90024
(310) 208-6460

20 Trazedone (dosages vary)
21 Weilbutrin (dosages vary)
22 Lamictal (dosages vary)

22 INTERROGATORY NO. 16:

23 For any and all employment positions you have held, or work for compensation
24 (including work as an independent contractor) you have done, from January 1, 2004, to the
25 present, including, any and all positions in which you were self employed or acting as an
26 independent contractor, please provide the following information:

27 (a) The name and location of your employer or work, including address and
28 telephone number;

- (b) The nature of the employment or work, including any changes in position, promotions and/or demotions;
- (c) Your work schedule(s), including starting time, ending time, and days off;
- (d) The dates at the employment position;
- (e) The rate of compensation you received, including all pay raises, pay decreases and/or benefits provided and/or available to you;
- (f) The total income from each employer. Please provide this information by year if you worked for more than one year in the same employment position;
- (g) The name of your direct supervisor at each employment position;
- (h) The Corporate offices you held during each year;
- (i) Estimate of number of hours worked each year;
- (j) The reason for termination of the employment; and
- (k) All reasons why you are not presently employed.

ANSWER TO INTERROGATORY NO. 16:

Objection, compound, over broad and unduly burdensome. However, without waiving said objections, compensation history and pay stubs, grants were all provided in my Initial Disclosure of Documents.

1. Davita Healthcare Partners
Headquarters
2000 16th Street
Denver, Colorado 80202
(310) 536-2777
2. COO Davita Kidney Center
January, 2009 - December, 2013
3. COO Healthcare Partners
President International Division
January, 2014 - December 2014
4. President Healthcare Partners
CEO Davita Healthcare Partners, International Division
January, 2015 - Present
5. Kent Thiry CEO
Davita Board Of Directors

///

1 INTERROGATORY NO. 17:

2 Please identify all income, earnings, loans, and/or other sources of money received by
3 you from January 1, 2004, to the present. In responding to this request, please include the
4 amount received, the source of the money, and the nature of the money (e.g., wages, rent,
5 bonus, gift, loan, etc.).

6 ANSWER TO INTERROGATORY NO. 17:

7 Objection, compound, over broad and unduly burdensome. However, without waiving
8 said objections, sources of income were from full time work at Davita, stock options from
9 Davita and interest in UBS investments which are detailed in my Initial Disclosure of
10 Documents previously provided amongst possible other sources I can't presently recall. In
11 addition, I earned \$7,500 from directors fee Arbios BOD, 2009-2011, company went bankrupt.

12 INTERROGATORY NO. 18:

13 Please state whether you have been charged and/or convicted of any crime other than
14 minor traffic violations within the last ten (10) years. If so, state the crime(s) you were charged
15 with, the date you were charged, the county and/or jurisdiction you were charged in, the case
16 number, the date of resolution of the case, the final outcome of the charges, and any time
17 spent in law enforcement custody.

18 ANSWER TO INTERROGATORY NO. 18:

19 Objection, compound, over broad and unduly burdensome. However, without waiving
20 said objections, I have not been charged and/or convicted of any crime other than minor traffic
21 violations.

22 INTERROGATORY NO. 19:

23 Please state the amount you have paid or incurred in attorney's fees and costs in the
24 prosecution or defense of this divorce action, and identify the amount of each payment made,
25 the person and/or firm that received the payment, the date of the payment, and the source of
26 the payment (bank account, credit card, loan, payment by other, etc.).

27 ///

28 ///

1 ANSWER TO INTERROGATORY NO. 19:

2 Objection, compound, over broad and unduly burdensome. However, without waiving
3 said objections, to date, I paid a \$25,000 to the law firm of Jimmerson Hansen.

4 INTERROGATORY NO. 20:

5 If you have been contributing to the payment of expenses for anyone other than Plaintiff
6 since January 1, 2004 through the present, please list whom you have been contributing
7 payment for, the amount of funds you are contributing on a monthly basis and the person's
8 address to whom you have been contributing.

9 ANSWER TO INTERROGATORY NO. 20:

10 Objection, compound, over broad and unduly burdensome. However, without waiving
11 said objections, the details have been provided in my Detailed Financial Disclosure Form as
12 well as copies of checks which have been previously provided to the following individuals:

13 Nadya Kievsky
14 Nika Khapsalis
15 Denise Khapslais
16 Sheldon and Marsha Kogod
17 Mitchell Kogod
18 Lena Lawson Nanny

19 INTERROGATORY NO. 21:

20 Have you taken any vacations or trips within the past year? If so, please state the
21 following for each out-of-state trip that you have taken:

- 22 - Date of departure;
23 - Date of return;
24 - Destination;
25 - Nature of trip (i.e. business, personal, vacation, etc.);
26 - Airlines utilized for travel; and
27 - Cost of travel (please indicate whether such costs were reimbursed to you).

28 ANSWER TO INTERROGATOR NO. 21:

Objection, compound, over broad and unduly burdensome. However, without waiving
said objections, I travel for business every week, most all company paid. Personal trips in last

1 year were limited, included some weekend trips to Newport Beach, Santa Barbara, Palm
2 Springs.

3 **INTERROGATORY NO. 23:**

4 State the name, address and telephone number of each witness and/or expert witness
5 you expect to call at the time of trial and for each witness identify state their anticipated
6 testimony.

7 **ANSWER TO INTERROGATORY NO. 23:**

8 Objection, compound, over broad and unduly burdensome. However, without waiving
9 said objections all witnesses that I expect to call at the time of trial have been disclosed in my
10 Initial List of Witnesses dated February 12, 2015.

11 **INTERROGATORY NO. 24:**

12 For each points, miles, and/or rewards account in which you possess (or have
13 possessed or expect to possess) a legal or beneficial interest, whether now closed or still
14 active, from January 1, 2004, to the present, state the name of the institution in which said
15 points, miles and/or rewards are held, the account number(s) and the current balance of said
16 points, miles and/or rewards.

17 **ANSWER TO INTERROGATORY NO. 24:**

18 Objection, compound, over broad and unduly burdensome. However, without waiving
19 said objections:

- 20 1. Minimum miles Southwest Airlines;
21 2. United Airlines - Approximately 75,000 miles in my name

22 A majority of my air travel is private charter provided by Davita

23 **INTERROGATORY NO. 25:**

24 Please state the address at which you currently reside, identify all individuals that reside
25 in th same location, state your relationship to each individual, and state the amount of rent or
26 mortgage that you pay, and the terms of your rental, lease, or mortgage of that location.

27 ///

28 ///

1 **ANSWER TO INTERROGATORY NO. 25:**

2 I currently reside at 9716 Oak Pass Road, Beverly Hills, California 90210. Individuals
3 residing at the address are: Dennis Kogod, Nadya Khapsalis Kievsky, Nika Khapsalis and
4 Denise Khapslais.

5 There is no mortgage on the property. The monthly operating expenses plus taxes are
6 detailed in my Detailed Financial Disclosure Form.

7 **INTERROGATORY NO. 26:**

8 Please describe all information related to any gambling that you have done since
9 January 1, 2004. Your description should include a list of establishments in which you have
10 gambled, the frequency you gambled at that location, the specific dates that you gambled, the
11 source of all funds used to gamble, the specific amounts gambled in each instance, the
12 specific amounts won or lost in each instance, the accounts where any winnings were
13 deposited, and any other pertinent information related to any gambling done since January 1,
14 2004 through the present.

15 **ANSWER TO INTERROGATORY NO. 26:**

16 Objection, compound, over broad and unduly burdensome. However, without waiving
17 said objections, since 2004 my gambling has been minimal. Gambling establishments:
18 Eldorado Casino Henderson and Mandalay Bay. Total losses since 2009 are less than
19 \$10,000.

20 DATED this 16 day of March, 2015.

21 JIMMERSON HANSEN, P.C.

22
23 By:

24 JAMES J. JIMMERSON ESQ.
25 Nevada Bar No. 000264
26 415 South Sixth Street, Suite 100
27 Las Vegas, Nevada 89101
28 (702) 388-7171
Attorneys for Defendant
DENNIS KOGOD

JIMMERSON HANSEN, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 380-7171 - Facsimile (702) 387-1167

DECLARATION

DENNIS L. KOGOD, hereby deposes and states as follows:

That your Affiant is the Defendant in the above and foregoing action; that I have read the foregoing **DEFENDANT, DENNIS KOGOD'S ANSWERS TO PLAINTIFF'S AMENDED FIRST SET OF INTERROGATORIES TO DEFENDANT** and hereby state upon information and belief the same is true and correct.

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

DATED this 16 day of March, 2015.

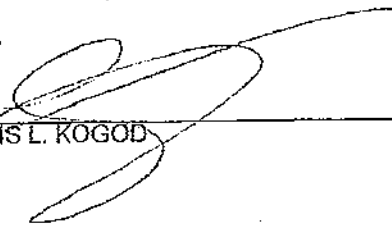

DENNIS L. KOGOD

Exhibit A

Exhibit A

1/25/2012	\$ 5,000.00	Diane Black for Congress	Diane	Black	Republican	House	TN	Federal
2/6/2012	\$ 5,000.00	Georgians for Isakson	Johnny	Isakson	Republican	Senate	GA	Federal
3/3/2012	\$ 3,000.00	Bennet for Colorado	Michael	Bennet	Democrat	Senate	CO	Federal
4/20/2012	\$ 5,000.00	KCP	N/A	N/A	N/A	N/A	N/A	Federal
6/20/2012	\$ 4,000.00	NRSC	Mitch	McConnell	Republican	Senate	KY	Federal
8/27/2012	\$ 5,000.00	Opportunity and Renewal PAC	Jeff	Merkley	Democrat	Senate	OR	Federal
9/25/2012	\$ 2,400.00	McCarthy for Congress	Kevin	McCarthy	Republican	House	CA	Federal
10/24/2012	\$ 4,000.00	Forward Together PAC	Mark	Warner	Democrat	Senate	VA	Federal
11/12/2012	\$ 1,000.00	TRUST PAC	Fred	Upton	Republican	House	MI	Federal
11/12/2012	\$ 2,500.00	NV State Democratic Party	Shelley	Berkley	Democrat	House	NV	Federal
2/4/2013	\$ 5,000.00	Kidney Care Partners PAC	N/A	N/A	N/A	N/A	N/A	Federal
3/11/2013	\$ 4,000.00	Udall for Colorado	Mark	Udall	Democrat	Senate	CO	Federal
6/14/2013	\$ 2,500.00	Bob Casey for Senate	Bob	Casey	Democrat	Senate	PA	Federal
6/14/2013	\$ 2,500.00	Wyden for Senate	Ron	Wyden	Democrat	Senate	OR	Federal
8/30/2013	\$ 2,000.00	Roskam for Congress	Peter	Roskam	Republican	House	IL	Federal
8/30/2013	\$ 1,100.00	Hickenlooper for Governor	John	Hickenlooper	Democrat	GOV	CO	State
4/4/2014	\$ 3,000.00	Harry Reid for Senate	Harry	Reid	Democrat	Senate	NV	Federal
7/8/2014	\$ 500.00	Nelson for Senate	Bill	Nelson	Democrat	Senate	FL	Federal
8/14/2014	\$ 2,500.00	Hagan for Senate	Kay	Hagan	Democrat	Senate	NC	Federal
8/14/2014	\$ 2,500.00	Mitch McConnell for Senate	Mitch	McConnell	Republican	Senate	KY	Federal
12/5/2014	\$ 5,000.00	Mike Crapo for Senate	Mike	Crapo	Republican	Senate	ID	Federal

EXHIBIT “2”

DECLARATION OF JENNIFER A. ALLEN

STATE OF NEVADA

185.

COUNTY OF CLARK

I, JENNIFER A. ALLEN, declare as follows:

1. I am over the age of 18 and not a party to the matter of Kogod v. Kogod. I have personal knowledge of the facts set forth herein and, if called to testify at further proceedings, could and would competently do so.

2. I am a Senior Associate with Anthem Forensics. I am a Certified Public Accountant and a member of the American Institute of Certified Public Accountants. I am also a Certified Fraud Examiner with the Association of Certified Fraud Examiners.

3. Anthem Forensics has been retained by counsel for Plaintiff, Gubrylic Kogod, to perform a forensic accounting of financial records. As part of our analysis we have been asked to identify transactions that may not have benefited the community.

4. During the course of our engagement we observed that community funds were used to purchase at least the following airline tickets for a passenger identified as Jennifer Steiner:

Date	Amounts	Source/Use	Notes
01/17/14	(653.09)	United Airlines	Passenger: Steiner/Jennifer From: Miami International; To: NY Newark Intl Date of Departure: 01/20
02/06/15	(200.10)	Expedia, Inc.	Passenger: Crute Steiner/Jennifer From: Salt Lake City; To: Las Vegas McCarran Date of Departure: 02/12
02/13/15	(395.10)	Delta Air Lines	Passenger: Steiner/Jennifer C From: Salt Lake City; To: Las Vegas McCarran Date of Departure: 02/12
02/17/15	(183.10)	Delta Air	Notation "Steiner/Jennife 02/05/2015 LAS SLC"
03/01/15	(1,296.10)	Delta Air	Notation "Steiner/Jennife 03/05/2015 DTW LAS"

It bears noting that during the indicated travel periods we also observed outflows including, but not limited to, hotel lodging, meals, bank withdrawals, and shopping that may have wholly or partially

1 Jennifer Steiner.

2 5 Since documentation deficiencies have precluded Anthem Forensics from reasonably
3 evaluating the community funds expended for the benefit of Jennifer Steiner, Anthem Forensics is
4 seeking deposition testimony from Jennifer Steiner. This deposition testimony will facilitate
5 Anthem Forensics' due diligence in assessing the following:

- 6 a. The period of time during which community funds were expended for the benefit
7 of Jennifer Steiner.
8 b. The correlation of Dennis Kogod's travel itinerary to the travel itinerary of Jennifer
9 Steiner.
10 c. The extent to which Dennis Kogod provided assets or other remunerative benefits
11 to Jennifer Steiner.

12 6 Please note that we are still in the process of analyzing financial records, including
13 bank and credit card account statements, and incorporating the underlying activity into our analyses.

14 I declare under the penalty of perjury under the laws of the State of Nevada and the United
15 States of America that the foregoing is true and correct.

16 Executed on June 23, 2015 in Henderson, Nevada.

17
18 
19 Jennifer A. Aiken, CPA, CFE

EXHIBIT “3”

RADFORD J. SMITH, ESQ.
GARIMA VARSHNEY, ESQ.
MATTHEW P. FEELEY, ESQ.
JOLENE HOEFT, PARALEGAL
KENNETH F. SMITH, PARALEGAL

RADFORD J. SMITH, CHARTERED

A Professional Corporation
2470 ST. ROSE PARKWAY - STE. 206
HENDERSON, NEVADA 89074

TELEPHONE: (702) 990-6448
FACSIMILE: (702) 990-6456
RSMITH@RADFORDSMITH.COM

VIA EMAIL

June 9, 2015

James J. Jimmerson, Esq.

Re: Kogod v. Kogod

Dear Jim:

In our phone conversation today, you indicated that Ms. Steiner has threatened to go to DaVita and disclose her relationship with Dennis. You indicated that disclosing the affair to DaVita will be damaging to Dennis and he may even lose his job with DaVita. Please provide us proof of that threat by Ms. Steiner.

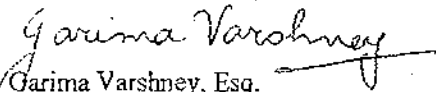
Once we have that proof, we are amenable to postponing serving the Notice of Deposition on Ms. Steiner after Dennis' deposition on August 3, on the condition that Ms. Steiner signs an agreement to make herself available for her deposition when and if it is rescheduled.

If Ms. Steiner objects to the service of the Notice of Deposition at her home, as we indicated before, we can serve her at a location that she prefers or she may simply sign an Acceptance of Service.

I have told our process server to hold off on serving Ms. Steiner until I hear from you.

Sincerely,

RADFORD J. SMITH, CHARTERED


Garima Varshney, Esq.

cc: Gabrielle Kogod (via email)

EXHIBIT “4”



JIMMERSONHANSEN
ATTORNEYS AT LAW
PROFESSIONAL CORPORATION

James J. Jimmerson
Lynn M. Hansen
Michael C. Flaxman
Elisabeth S. Flemming
Holly A. Fic

*ALSO ADMITTED IN CALIFORNIA
**MEMBER, NATIONAL TRIAL LAWYERS
TOP 100 LAWYERS
**MARTINDALE-HUBBELL "AV" PREEMINENT
**SUPER LAWYERS BUSINESS LITIGATION
**STEPHEN NAJFER "BEST LAWYERS"
**RECIPIENT OF THE PRESTIGIOUS ELLIS ISLAND
MEDAL OF HONOR, 2012
**FELLOW, AMERICAN ACADEMY
OF MATRIMONIAL LAWYERS
**DIPLOMAT, AMERICAN COLLEGE
OF FAMILY TRIAL LAWYERS
**FAMILY LAW SPECIALIST, NEVADA STATE BAR

June 11, 2015

VIA ELECTRONIC MAIL
rsmith@radfordsmith.com
gvarshney@radfordsmith.com

Radford J. Smith, Esq.
RADFORD J. SMITH CHTD.
2470 St. Rose Parkway, Ste. 206
Henderson, Nevada 89074

Re: *Cioffi-Kogod v. Kogod*; D-13-489442-D

Dear Radford:

In response to your letter dated June 9, 2015, I would like to thank you for holding service of the Notice of Deposition and Subpoena Duces Tecum upon Jennifer Steiner as we discuss a resolution to this issue.

Dennis believes that a delay in serving Ms. Steiner with the Notice of Deposition and Subpoena Duces Tecum would help in decreasing the level of emotion Ms. Steiner has evidenced to Dennis. Given Ms. Steiner's current state of mind, Dennis does not desire to approach her in an effort to obtain an Affidavit or Declaration verifying her emotional response that might have Dennis disciplined by his employer, as you have requested.

In consideration of our EDCR 2.34 conference on or about June 8, 2015, I will be filing a Motion for a Protective Order today, on an Order Shortening Time. If the Court does not grant my request for a Protective Order or we cannot reach a stipulated agreement regarding this issue, we would request that you hold service of the Notice of Deposition and Subpoena Duces Tecum until after August 3, 2015, the date presently scheduled for Dennis' deposition. Thereafter, we would be pleased to coordinate service of the same at an agreed upon location and time.

As you are aware, I believe that Ms. Steiner's deposition is unnecessary. The insistence upon deposing Ms. Steiner is unreasonable and vexatious and creates an undue burden pursuant to NRCP 26(c). However, from counsel to counsel, I want to make it clear that your attempts to resolve this issue is greatly appreciated.

///

415 SOUTH SIXTH STREET, SUITE 100 • LAS VEGAS, NV 89101 • (702) 388-7171 • FAX: (702) 380-6422 • EMAIL: jj@jimmersonhansen.com

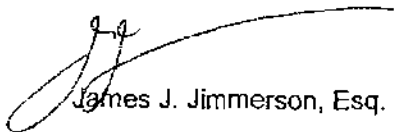
While this issue is being resolved, we will work with you to reach a stipulation. If the Protective Order is granted, that will resolve this matter. I believe that delaying service upon Ms. Steiner until a date and time after August 3, 2015 may be sufficient to resolve this issue.

In short, the analysis of Dennis' American Express statements, which were voluntarily produced and include the period of September 2014 through May 2015, combined with Dennis' testimony to be elicited during his deposition, will be sufficient to satisfy your fishing expedition and alleviate any necessity for Ms. Steiner's deposition.

Additionally, the passage of time will also reduce the level of emotion and fear exhibited by Ms. Steiner that Dennis has observed in his recent communications with her. While Gabrielle personally insists on deposing Ms. Steiner and would not allow you to vacate the same, your efforts to reach a compromise with our firm, as stated above, is appreciated.

Sincerely,

JIMMERSON HANSEN, P.C.



James J. Jimmerson, Esq.

JJJ/mcf
cc: Dennis Kogod

0001

DISTRICT COURT
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI - KOGOD

CASE NO.: D-13-489442

DEPT NO.: G

Plaintiff,

v.

DENNIS KOGOD,

Defendant.

FAMILY COURT
MOTION/OPPOSITION FEE
INFORMATION SHEET
(NRS 19.0312)

Party Filing Motion/Opposition: ☐ Plaintiff/Petitioner ☐ Defendant/Respondent

OPPOSITION TO MOTION TO STAY SERVICE OF SUBPOENA DUCES TECUM AND NOTICE
OF DEPOSITION AND FOR A PROTECTIVE ORDER PROHIBITING OR LIMITING THE
DEPOSITION OF JENNIFER CRUTE STEINER AND COUNTERMOTION FOR ATTORNEY'S
FEES AND COSTS

Motions and
Oppositions to Motions
filed after entry of a final
order pursuant to NRSS
125, 125B or 125C are
subject to the Re-open
filing fee of \$25.00,
unless specifically
excluded (NRS 19.0312)

Mark correct answer with an "X"

1. No final Decree or Custody Order has been entered. ☐ YES ☒ NO
2. This document is filed solely to adjust the amount of support for a child. No other request is made. ☐ YES ☒ NO
3. This Motion is made for reconsideration or a new trial and is filed within 10 days of the Judge's Order if YES, provide file date of Order: _____. ☐ YES ☒ NO

NOTICE:

If it is determined that a motion or
opposition is filed without payment
of the appropriate fee, the matter
may be taken off the Court's
calendar or may remain undecided
until payment is made.

If you answered YES to any of the questions above,
you are not subject to the \$25 fee.

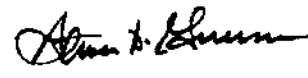
Motion/Opposition ☒ IS ☐ IS NOT subject to \$25 filing fee

Dated this 23 of June, 2015

Jolene Hoeft

Printed Name of Preparer

Signature of Preparer


CLERK OF THE COURT

1 RPLY
2 JAMES J. JIMMERSON, ESQ.
3 Nevada Bar No. 000264
4 jjj@jimmersonhansen.com
5 MICHAEL C. FLAXMAN, ESQ.
6 Nevada Bar No. 012963
7 JIMMERSON HANSEN, P.C.
8 415 S. Sixth Street, Suite 100
9 Las Vegas, Nevada 89101
10 (702) 388-7171
11 Attorneys for Defendant,
12 DENNIS KOGOD

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

11 GABRIELLE CIOFFI-KOGOD,
12 Plaintiff,
13 vs.
14 DENNIS KOGOD,
15 Defendant.

CASE NO.: D-13-489442-D
DEPT. NO.: Q [Discovery Commissioner]
DATE OF HEARING: June 26, 2015
TIME OF HEARING: 1:30 p.m.

DEFENDANT, DENNIS KOGOD'S, REPLY TO PLAINTIFF'S, GABRIELLE CIOFFI-KOGOD'S, OPPOSITION TO DEFENDANT'S MOTION TO STAY SERVICE OF SUBPOENA DUCES TECUM AND NOTICE OF DEPOSITION AND FOR A PROTECTIVE ORDER PROHIBITING OR LIMITING THE DEPOSITION OF JENNIFER CRUTE STEINER AND OPPOSITION TO PLAINTIFF'S COUNTERMOTION FOR ATTORNEY FEES AND COSTS

20 COMES NOW, Defendant, DENNIS KOGOD (hereinafter "Dennis"), by and through
21 his attorney, JAMES J. JIMMERSON, ESQ., of the law firm JIMMERSON HANSEN, P.C.,
22 and hereby submits his Reply to Plaintiff, Gabrielle Cioffi-Kogod's (hereinafter "Gabrielle")
23 Opposition to Defendant's Motion to Stay Service of Subpoena Duces Tecum and Notice
24 of Deposition and for a Protective Order Prohibiting or Limiting the Deposition of Jennifer
25 Crute Steiner and Opposition to Plaintiff's Countermotion for Attorney's Fees and Costs.
26 Dennis respectfully requests the Court enter the following Orders:

- 27 1. Denying Gabrielle's Countermotion in its entirety; and
- 28 2. Granting Dennis' request to stay service of Subpoena Duces Tecum and

JIMMERSON HANSEN, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 388-7171 • Facsimile (702) 387-1187

1 Notice of Deposition on Jennifer Crute Steiner (hereinafter "Jennifer"); and

2 3. Granting Dennis' request for a Protective Order prohibiting or limiting the
3 deposition of Jennifer; and

4 4. For such other and further relief as this Court deems proper in the premises.

5 This Reply and Opposition is based upon the pleadings and papers on file herein,
6 the attached Memorandum of Points and Authorities and incorporated herein by reference,
7 the attached Affidavit of James J. Jimmerson, Esq. attached hereto as **Exhibit "A"** and
8 upon such other oral or documentary evidence as may be adduced at the hearing of this
9 Motion.

10 DATED this 25th day of June, 2015.

11 JIMMERSON HANSEN, P.C.

12 Michael C. Flaxman

13 JAMES J. JIMMERSON, ESQ.

14 Nevada Bar No. 000264

15 MICHAEL C. FLAXMAN, ESQ.

16 Nevada Bar No. 012963

17 415 South Sixth Street, Suite 100

18 Las Vegas, Nevada 89101

19 Attorney for Defendant,

20 DENNIS KOGOD

21 **MEMORANDUM OF POINTS AND AUTHORITIES**

22 **I. INTRODUCTION**

23 The parties hereto were married on or about July 20, 1993. There are no minor
24 children born the issue of the marriage or adopted by the parties. The instant litigation
25 resolves solely around the division of the parties' assets and debts and Gabrielle's request
26 for an award of spousal support.

27 During the parties' marriage, in or about 2006, Dennis commenced an extramarital
28 relationship with Nadya Khapsalis, which resulted in the birth of their two (2) minor children,
to wit: Nika Khapsalis, born December 28, 2007 (age 7) and Denise Khapsalis, born
December 28, 2007 (age 7).

In or about September 2014, Dennis met Jennifer Crute Steiner and thereafter
began a brief relationship with Jennifer Crute Steiner, which terminated shortly in May
2015. In Gabrielle's or her expert's review of the parties' credit card and bank statements,

1 she and/or her expert believes that Dennis may have been "wasting" community assets on
2 Jennifer during said period of time. As a result, on or about June 5, 2015, Gabrielle
3 noticed Dennis' counsel with a Notice of Deposition and Subpoena Duces Tecum for
4 Jennifer. Even if Gabrielle's belief is accurate, that Dennis was wasting community assets
5 on Jennifer, this is clearly evidenced by the detailed bank and credit card statements
6 already in Gabrielle's possession. Any and all expenditures of this relationship are
7 evidenced in credit card purchases made by Dennis, in the name of Jennifer, during the
8 period of September 2014 through May 2015. Dennis has already offered to pay Gabrielle
9 one-half (½) of the sum of these expenditures, which is less than \$50,000.00. There is
10 no further material information that can be derived from Jennifer's deposition.

11 Jennifer has advised Dennis, upon information and belief, that if she is subpoenaed
12 for deposition in this matter, she will report Dennis to his employer and have him
13 terminated. The potential deposition testimony of Jennifer could result in the loss of either
14 Dennis' and/or Jennifer's gainful employment.

15 **II. REPLY IN SUPPORT OF MOTION**

16 On or about June 9, 2014, counsels effectuated an EDCR 2.34 conference, wherein
17 service of the Subpoena and Notice of Deposition upon Jennifer Steiner was addressed.
18 As a result of the conference, on or about June 9, 2014, Gabrielle's counsel remitted
19 correspondence to Dennis' counsel unreasonably demanding that counsel provide their
20 office with proof that Jennifer had in fact threatened Dennis with respect to his employment
21 should she be served with the Subpoena and Notice of Deposition, presumably by way of
22 Jennifer's Affidavit.¹ The letter further states that "[o]nce we have that proof, we are
23 amenable to postponing serving the Notice of Deposition on Ms. Steiner after Dennis'
24 deposition on August 3, on the condition that Ms. Steiner signs an agreement to make
25 herself available for her deposition when and if it is rescheduled."²

26 In response, on or about June 11, 2015, Dennis' counsel sent a letter to opposing
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¹ Please see correspondence attached hereto as Exhibit "B" and fully incorporated herein.

² Id.

1 counsel advising that, given Jennifer's current state of mind, that Dennis did not desire to
2 contact Jennifer in an effort to obtain an Affidavit confirming Jennifer's verbal threats to
3 have Dennis' terminated by his employer.³ The letter advises that, in consideration of
4 counsels inability to reach an ultimate resolution to this issue, that Dennis would be
5 imminently filing the instant Motion and requested that Gabrielle hold service on Jennifer
6 until after Gabrielle has had an opportunity to depose Dennis himself, which is scheduled
7 to occur on or about August 3, 2015.⁴ This simple request was proffered to avoid any
8 further unnecessary litigation and/or legal fees. Dennis believes that the information to
9 be provided during his upcoming deposition, coupled with the bank and credit card
10 statements already in Gabrielle's possession will provide Gabrielle with sufficient
11 information related to the amount of monies Dennis' spent on Jennifer during their brief
12 relationship. There is no information or evidence Gabrielle is seeking from Jennifer that
13 cannot be provided to Gabrielle through her expert's review of the bank and credit card
14 statement, along with the deposition of Dennis. In fact, the letter reiterates Dennis'
15 agreement that, in the event that after his deposition Gabrielle believes there is still a valid
16 basis to depose Jennifer, Dennis' counsel would be pleased to coordinate service of the
17 Notice of Deposition and Subpoena Duces Tecum on Jennifer.⁵

18 Dennis has already offered to remit one-half (½) of any monies spent on Jennifer
19 to Gabrielle. Previously, Gabrielle attempted to illegally obtain not only Dennis' *individual*
20 counseling records with Dr. Gravley, but also the records pertaining the parties' joint
21 therapy sessions, which this Court subsequently and accurately determined were privileged
22 and confidential.⁶ Receipt of the Notice of Deposition and Subpoena Duces Tecum to be
23 served on Jennifer clearly illustrated the fishing expedition that Gabrielle has and continues
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25 ³ Please see correspondence attached hereto as Exhibit "C" and fully incorporated herein.

26 ⁴ Id.

27 ⁵ Id.

28 ⁶ Please see Notice of Deposition and Subpoena Duces Tecum for Dr. Gravley attached hereto as
Exhibit "D" and fully incorporated herein.

1 to effectuate. Gabrielle is fully aware that the previously produced documentation and
2 Dennis' deposition on August 3, 2015 will provide sufficient information regarding monies
3 spent on Jennifer. However, this would not provide Gabrielle with the satisfaction she
4 desperately seeks...to embarrass Dennis.

5 Dennis is not trying to arbitrarily and capriciously avoid or delay the deposition of
6 Jennifer. Upon information and belief, Jennifer has in fact expressly threatened Dennis
7 and his employment in consideration of these issues. Gabrielle has continuously
8 attempted to harass, embarrass and annoy Dennis through frivolous and improper
9 depositions and subpoenas, while also causing the parties to expend unnecessary legal
10 fees in the process. Gabrielle should also have an interest in Dennis' employment in light
11 of her request for an award of alimony. Should the deposition of Jennifer be permitted
12 to proceed, it could and likely would have a deleterious effect on Dennis' employment and
13 therefore could potentially cause harm to Gabrielle as well. Dennis' Motion is clear, while
14 he is seeking to prohibit Gabrielle from deposing Jennifer, if this Court should deny such
15 a request, Dennis would simply ask this Court to grant a stay of service of the Subpoena
16 and Notice of Deposition on Jennifer until Gabrielle has completed her deposition of
17 Dennis and her review of the financial documentation.

18 Additionally, Gabrielle's Opposition presents issues that are not germane to the
19 issue presented to this Court, wherein Gabrielle falsely alleges that Dennis has willfully
20 violated the terms and conditions of the Joint Preliminary Injunction. Gabrielle claims that
21 Dennis sold massive amounts of DaVita stock. While Dennis did in fact exercise certain
22 shares of DaVita stock since the inception of the instant litigation, there was a valid basis
23 for the same, which was communicated to Gabrielle. At the time that Dennis exercised
24 these shares, the stock was trading at a near record high, which resulted in a substantial
25 gain for both parties, as the proceeds from the sale, minus taxes and broker fees, was
26 securely placed in the parties' investment account to be equally divided upon a global
27 agreement or divorce. Shortly after said sale of stock, Dennis desired to exercise
28 additional options. Upon informing Gabrielle and her counsel of the same, on or about

1 June 8, 2015, counsel sent a letter stating that "Gabrielle recognizes that Dennis may be
2 in a better position to determine the most advantageous time to sell Da Vita stock",
3 confirming that she does not have any issue with the additional stock sale and implying that
4 she had no issue with the prior sale of stock.⁷ Additionally, Gabrielle avers that Dennis
5 violated the Joint Preliminary Injunction by "selling a yacht worth over \$1,000,000.00." This
6 is yet another misrepresentation by Gabrielle meant solely to divert this Court from the
7 pertinent issue at hand. Dennis has not sold the boat. In fact, counsels have been
8 discussing the proposed sale of the boat for some time. Gabrielle is scheduled to have
9 an expert inspect and appraise the boat on or about June 24, 2015 to ascertain whether
10 she would agree to the proposed sale at fair market value. Dennis has and continues to
11 keep Gabrielle fully apprised of any potential liquidation or sale of the parties' community
12 assets.

13 While Dennis certainly regrets his infidelity, Dennis has been completely forthright
14 with Gabrielle during this litigation and transparent with his financial records. Dennis is
15 not attempting to avoid or delay Jennifer's deposition to deprive Gabrielle of pertinent and
16 factually relevant information. Rather, Dennis, as this Court should as well, seeks to limit
17 the witch hunt that Gabrielle has insisted on pursuing during this litigation. Gabrielle has
18 improperly and illegally sought privileged and confidential therapy records with no
19 expectation that these records would provide any additional information that Gabrielle
20 could not testify to at the time of trial. Dennis was forced to expend significant monies
21 defending this issue. Dennis was hoping to avoid the same with respect to the proposed
22 deposition of Jennifer. Unfortunately, Gabrielle's continued and unreasonable insistence
23 on embarrassing Dennis has caused him to incur further unnecessary fees and costs.
24 Dennis respectfully requests that Gabrielle be prohibited from serving or deposing Jennifer.
25 In the alternative, should this Court deny Dennis' reasonable request, Dennis would
26 request that service of the Subpoena and Notice of Deposition be delayed until such time
27 as Gabrielle has had an opportunity to depose Dennis on August 3, 2015. After Dennis'

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⁷ Please see correspondence attached hereto as Exhibit "E" and fully incorporated herein.

1 deposition, should Gabrielle still feel the "need" to depose Jennifer, Dennis would request
2 that each party be given an opportunity to brief this issue to the Court further and that the
3 service would be delayed until after this Court has addressed these concerns.

4
5 **III. OPPOSITION TO COUNTERMOTION**

6 In her Countermotion, Gabrielle requests an award of attorney's fees and costs for
7 having to defend this instant Motion. Gabrielle states that she confer with Dennis
8 regarding the issue of service upon Jennifer, offering discretion in the service of the
9 Subpoena and Notice of Deposition and confidentiality during and after the Jennifer's
10 deposition. Obviously, this "solution" was not acceptable to Dennis. Gabrielle further
11 states that she "agreed to not serve Jennifer Steiner until the issue of her deposition was
12 resolved." That aversion is complete misrepresentation of the facts surrounding the
13 negotiations between counsels. Gabrielle's counsel's letter, dated June 9, 2015, clearly
14 states that "[o]nce we have proof (an Affidavit of Jennifer stating that she will in fact
15 contact Dennis' employer in an effort to have him terminated) we are amenable to
16 postponing service the Notice of Deposition on Ms. Steiner after Dennis' deposition on
17 August 3, on the condition that Ms. Steiner signs an agreement to make herself
18 available for her deposition when and if it is rescheduled."

19 In her argument that she was forced to defend this Motion, Gabrielle attaches
20 correspondence from Dennis' counsel which stated that counsel would "like to thank
21 [Gabrielle's counsel] for holding service of the Notice of Deposition and Subpoena Duces
22 Tecum upon Jennifer Steiner as we discuss a resolution to this issue." Once again,
23 Gabrielle cherry picks certain portions of correspondence and/or pleadings that benefit her
24 argument and wholly ignores statements that do not support her aversions. The June
25 11, 2015 letter referenced further informs Gabrielle that "[i]n consideration of our EDCR
26 2.34 conference on or about June 8, 2015, [Dennis' counsel would] **be filing a Motion for**
27 **a Protective Order today, on an Order Shortening Time.**"

28 Gabrielle further alleges that "Dennis failed to advise the Court that Gabrielle had
already agreed on a stay and that an Order Shortening Time was unnecessary." This

1 statement is another misrepresentation of the negotiations that took place between
2 counsels, which is clearly evidenced by their recent correspondences. Gabrielle did agree
3 to stay service on Jennifer, if and only if Gabrielle received an Affidavit of Jennifer
4 confirming her threats, which, in the same correspondence, Dennis advised he was
5 unwilling to request. Dennis clearly advised that he would be filing the instant Motion in
6 consideration of Gabrielle's unreasonable request for Jennifer's Affidavit. There have
7 been no further communications from Gabrielle after Dennis explicitly advised that he
8 would in fact be filing the instant Motion as described. If Gabrielle truly sought to avoid
9 litigation on this issue, she would have retracted her condition requiring Jennifer's Affidavit
10 and would have delayed service on Jennifer until after Dennis' deposition.

11 **IV. CONCLUSION**

12 Based upon the foregoing analysis, Dennis requests the following Orders:

- 13 1. Denying Gabrielle's Countermotion in its entirety; and
- 14 2. Granting Dennis' request to stay service of Subpoena Duces Tecum and
15 Notice of Deposition on Jennifer Crute Steiner (hereinafter "Jennifer"); and
- 16 3. Granting Dennis' request for a Protective Order prohibiting or limiting the
17 deposition of Jennifer; and
- 18 4. For such other and further relief as this Court deems proper in the premises.

19
20 DATED this 25th day of June, 2015.

21 JIMMERSON HANSEN, P.C.

22 

23 JAMES J. JIMMERSON, ESQ.

24 Nevada Bar No. 000264

25 MICHAEL C. FLAXMAN, ESQ.

26 Nevada Bar No. 012963

27 415 South Sixth Street, Suite 100

28 Las Vegas, Nevada 89101

Attorney for Defendant,

DENNIS KOGOD

JIMMERSON HANSEN, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 388-7171 • Facsimile (702) 388-1167

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of JIMMERSON HANSEN, P.C., and that on this 25th day of June, 2015, I caused a document entitled DEFENDANT, DENNIS KOGOD'S, REPLY TO PLAINTIFF'S, GABRIELLE CIOFFI-KOGOD'S, OPPOSITION TO DEFENDANT'S MOTION TO STAY SERVICE OF SUBPOENA DUCES TECUM AND NOTICE OF DEPOSITION AND FOR A PROTECTIVE ORDER PROHIBITING OR LIMITING THE DEPOSITION OF JENNIFER CRUTE STEINER AND OPPOSITION TO PLAINTIFF'S COUNTERMOTION FOR ATTORNEY FEES AND COSTS 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 Nevada State Welfare, Dept. of Human Resources;
- ☐ by electronic mail;
- ☐ by hand-delivery with signed Receipt of Copy.

To the attorney(s) listed below at the address, email address, and/or facsimile number indicated below:

Radford J. Smith, Esq.
RADFORD J. SMITH, CHTD.
2470 St. Rose Parkway, Suite 206
Las Vegas, Nevada 89074
Attorney for Plaintiff,
GABRIELLE CIOFFI-KOGOD


An employee of Jimmerson Hansen P.C.

EXHIBIT A

AFFIDAVIT OF JAMES J. JIMMERSON, ESQ.

STATE OF NEVADA }
COUNTY OF CLARK } ss.

1. That I am the Senior Shareholder in Jimmerson Hansen, P.C. and am competent to testify at said hearing except for those matters stated upon information and belief, and as to those matters, I believe the same to be true.

2. That the parties hereto were married on or about July 20, 1993.

3. That there are no minor children born the issue of the marriage or adopted by the parties.

4. That the instant litigation resolves solely around the division of the parties' assets and debts and Gabrielle's request for an award of spousal support.

5. That during the parties' marriage, in or about 2005, Dennis commenced any extramarital relationship with Nadya Khapsalis, which resulted in the birth of their two (2) minor children, to wit: Nika Khapsalis, born December 28, 2007 (age 7) and Denise Khapsalis, born December 28, 2007 (age 7).

6. That in or about September 2014, Dennis commenced a brief relationship with Jennifer Crute Steiner, which terminated shortly thereafter in May 2015.

7. That in Gabrielle's or her expert's review of the parties' credit card and bank statements, upon information and belief, she and/or her expert believes that Dennis started a business of some sort with Jennifer during said period of time.

8. That as a result, on or about June 5, 2015, Gabrielle noticed Dennis' counsel with a Notice of Deposition and Subpoena Duces Tecum for Jennifer.

9. That any and all monies spent on Jennifer is clearly evidenced by the detailed bank and credit card statements already in Gabrielle's possession. Any and all expenditures of this relationship are evidenced in credit card purchases made by Dennis, in the name of Jennifer, during the period of September 2014 through May 2015.

10. That Dennis has already offered to pay Gabrielle one-half (½) of the sum of

1 these expenditures, which amounts to less than \$50,000.00.

2 11. That there is no further material information that can be derived from Jennifer's
3 deposition. Upon information and belief, there is not and has not been any business started
4 between Mr. Kogod and Ms. Steiner.

5 12. That upon information and belief, Jennifer has advised Dennis that if she is
6 subpoenaed for deposition in this matter, she will report Dennis to his employer and have him
7 terminated.

8 13. That the potential deposition testimony of Jennifer could result in the loss of
9 either her or Dennis' employment. Additionally, Jennifer's heated response during her
10 deposition will harm Dennis.

11 14. That upon information and belief, service of the Subpoena and Notice of
12 Deposition could have a catastrophic effect on Dennis' gainful employment.

13 15. That Dennis requests a Protective Order prohibiting or limiting the service of
14 a Notice of Deposition and Subpoena on Jennifer in consideration of the lack of probative
15 value her testimony would provide.

16 16. That in the alternative, should this Court deny Dennis' request for a Protective
17 Order, Dennis would request a stay of the service of the Notice of Deposition and Subpoena
18 upon Jennifer until after Dennis' deposition, which is presently scheduled for August 3, 2015.

19 17. That after Dennis' deposition and Gabrielle's review of the financial
20 documentation, should Gabrielle still "need" to depose Jennifer that counsels be afforded the
21 opportunity to brief and argue before this Court regarding the necessity of her deposition.

22 18. That Gabrielle does not intend to derive any pertinent information from Jennifer
23 that cannot be ascertained by Gabrielle's review of the parties' bank and credit card
24 statements, or from deposing Dennis himself.

25 19. That Dennis has produced nearly each and every bank and credit card
26 statement requested by Gabrielle for the many years available to him. These records and the
27 accompanying detailed

1 information are sufficient evidence of Dennis' spending.

2 20. That Gabrielle's sole purpose in maintaining the scheduling of Jennifer's
3 deposition is to harass, annoy and embarrass Dennis and to cause additional and
4 unnecessary litigation costs upon the parties and perhaps for Dennis to lose his employment.

5 21. That not only does the statutory authority provide a basis for this Court to
6 issue a Protective Order, public policy also dictates and demands that the proposed deposition
7 of Jennifer not proceed.

8 22. That this Court should be interested in tailoring and particularizing discovery
9 to pertinent and material issues and should not condone witch hunts and smear campaigns,
10 particularly when there are no minor children born the issue of parties' marriage and in
11 consideration of the financial transparency Dennis has exhibited.

12 23. That Court should not be willing to permit Jennifer's deposition and the
13 immaterial and limited information that can be ascertained at the potential peril of
14 Jennifer's marriage and/or Dennis' or her employment.

15 24. That under no circumstances however, shall Jennifer's deposition be permitted
16 to proceed until such time as Gabrielle has had the opportunity to depose Dennis.

17 25. That Dennis can provide and should be the afforded the opportunity to present
18 Gabrielle with any and all desired information she seeks to obtain from Jennifer,
19 particularly any monies Dennis has spent on Jennifer, or the nature of their relationship.
20 Dennis' deposition is likely to render Gabrielle's "need" to depose Jennifer moot.

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26. That on or about June 8, 2015, counsels for the parties held an EDCR 2.34 conference, telephonically, wherein counsels discussed the instant matter. Upon Gabrielle's unreasonable insistence that Dennis provide an Affidavit of Jennifer confirming her threats to Dennis, Dennis was forced to file the instant Motion.

FURTHER AFFIANT SAYETH NAUGHT.

By: JAMES J. JIMMERSON, ESQ.

SUBSCRIBED and SWORN to before me
this 25th day of June, 2015.

NOTARY PUBLIC in and for said
STATE and COUNTY



EXHIBIT B

RADFORD J. SMITH, ESQ.
GARIMA VARSHNEY, ESQ.
MATTHEW P. FEELEY, ESQ.
JOLENE HOEFT, PARALEGAL
KENNETH F. SMITH, PARALEGAL

RADFORD J. SMITH, CHARTERED

A Professional Corporation
2470 ST. ROSE PARKWAY - STE. 206
HENDERSON, NEVADA 89074

TELEPHONE: (702) 980-6448
FACSIMILE: (702) 980-6456
RSMITH@RADFORDSMITH.COM

VIA EMAIL

June 9, 2015

James J. Jimmerson, Esq.

Re: Kogod v. Kogod

Dear Jim:

In our phone conversation today, you indicated that Ms. Steiner has threatened to go to DaVita and disclose her relationship with Dennis. You indicated that disclosing the affair to DaVita will be damaging to Dennis and he may even lose his job with DaVita. Please provide us proof of that threat by Ms. Steiner.

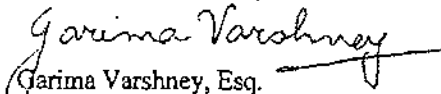
Once we have that proof, we are amenable to postponing serving the Notice of Deposition on Ms. Steiner after Dennis' deposition on August 3, on the condition that Ms. Steiner signs an agreement to make herself available for her deposition when and if it is rescheduled.

If Ms. Steiner objects to the service of the Notice of Deposition at her home, as we indicated before, we can serve her at a location that she prefers or she may simply sign an Acceptance of Service.

I have told our process server to hold off on serving Ms. Steiner until I hear from you.

Sincerely,

RADFORD J. SMITH, CHARTERED


Garima Varshney, Esq.

cc: Gabrielle Kogod (via email)

EXHIBIT C



JH JIMMERSONHANSEN
ATTORNEYS AT LAW

James J. Immerson
Lynn M. Hansen
Michael C. Flaxman
Elizabeth S. Flemming
Holly A. Fic

*ALSO ADMITTED IN CALIFORNIA
**MEMBER, NATIONAL TRIAL LAWYERS
TOP 100 LAWYERS
**MARTINDALE-HUBBELL "AV" PREEMINENT
**SUPER LAWYERS BUSINESS LITIGATION
**STEPHEN NAUFER "BEST LAWYERS"
**RECIPIENT OF THE PRESIGIOUS ELLIS ISLAND
MEDAL OF HONOR, 2012
**FELLOW, AMERICAN ACADEMY
OF MATRIMONIAL LAWYERS
**DIPLOMAT, AMERICAN COLLEGE
OF FAMILY TRIAL LAWYERS
**FAMILY LAW SPECIALIST, NEVADA STATE BAR

June 11, 2015

VIA ELECTRONIC MAIL
rsmith@radfordsmith.com
gvarshney@radfordsmith.com

Radford J. Smith, Esq.
RADFORD J. SMITH CHTD.
2470 St. Rose Parkway, Ste. 206
Henderson, Nevada 89074

Re: *Cioffi-Kogod v. Kogod*; D-13-489442-D

Dear Radford:

In response to your letter dated June 9, 2015, I would like to thank you for holding service of the Notice of Deposition and Subpoena Duces Tecum upon Jennifer Steiner as we discuss a resolution to this issue.

Dennis believes that a delay in serving Ms. Steiner with the Notice of Deposition and Subpoena Duces Tecum would help in decreasing the level of emotion Ms. Steiner has evidenced to Dennis. Given Ms. Steiner's current state of mind, Dennis does not desire to approach her in an effort to obtain an Affidavit or Declaration verifying her emotional response that might have Dennis disciplined by his employer, as you have requested.

In consideration of our EDCR 2.34 conference on or about June 8, 2015, I will be filing a Motion for a Protective Order today, on an Order Shortening Time. If the Court does not grant my request for a Protective Order or we cannot reach a stipulated agreement regarding this issue, we would request that you hold service of the Notice of Deposition and Subpoena Duces Tecum until after August 3, 2015, the date presently scheduled for Dennis' deposition. Thereafter, we would be pleased to coordinate service of the same at an agreed upon location and time.

As you are aware, I believe that Ms. Steiner's deposition is unnecessary. The insistence upon deposing Ms. Steiner is unreasonable and vexatious and creates an undue burden pursuant to NRCP 26(c). However, from counsel to counsel, I want to make it clear that your attempts to resolve this issue is greatly appreciated.

///

415 SOUTH SIXTH STREET, SUITE 100 • LAS VEGAS, NV 89101 • (702) 388-7171 • FAX: (702) 380-6422 • EMAIL: jj@jimmersonhansen.com

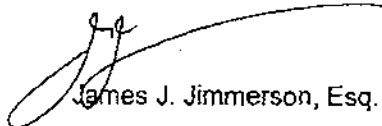
While this issue is being resolved, we will work with you to reach a stipulation. If the Protective Order is granted, that will resolve this matter. I believe that delaying service upon Ms. Steiner until a date and time after August 3, 2015 may be sufficient to resolve this issue.

In short, the analysis of Dennis' American Express statements, which were voluntarily produced and include the period of September 2014 through May 2015, combined with Dennis' testimony to be elicited during his deposition, will be sufficient to satisfy your fishing expedition and alleviate any necessity for Ms. Steiner's deposition.

Additionally, the passage of time will also reduce the level of emotion and fear exhibited by Ms. Steiner that Dennis has observed in his recent communications with her. While Gabrielle personally insists on deposing Ms. Steiner and would not allow you to vacate the same, your efforts to reach a compromise with our firm, as stated above, is appreciated.

Sincerely,

JIMMERSON HANSEN, P.C.



James J. Jimmerson, Esq.

JJJ/mcf
cc: Dennis Kogod

EXHIBIT D

1 RADFORD J. SMITH, CHARTERED
RADFORD J. SMITH, ESQ.
2 Nevada Bar No. 002791
GARIMA VARSHNEY, ESQ.
3 Nevada Bar No. 011878
2470 St. Rose Parkway, Suite 206
4 Henderson, NV 89074
Telephone: (702) 990-6448
5 Facsimile: (702) 990-6456
rsmith@radfordsmith.com
6 Attorneys Plaintiff

7
8 DISTRICT COURT
CLARK COUNTY, NEVADA

9 GABRIELLE CIOFFI - KOGOD,

10 Plaintiff,

11 v.

12 DENNIS KOGOD,

13 Defendant.
14

CASE NO.: D-13-489442-D
DEPT NO.: G

FAMILY DIVISION

15
16 NOTICE OF DEPOSITION OF CUSTODIAN
17 OF RECORDS FOR MICHELLE GRAVLEY, PSY.D.

18 TO: DENNIS KOGOD, Defendant

19 TO: JAMES J. JIMMERSON, ESQ., Attorney for Defendant

20 PLEASE TAKE NOTICE that on the 6th day of April, 2015, at the hour of 11:00 a.m., at the law
21 offices of RADFORD J. SMITH, CHARTERED, 2470 St. Rose Parkway, Suite 206, Henderson, Nevada
22 89074, Radford J. Smith, Esq. attorneys for Plaintiff herein, will take the deposition of the Custodian of
23 Records for Michelle Gravley, Psy.D, upon oral examination, pursuant to Rules 26 and 30 of the Nevada
24 Rules of Civil Procedure, before a Notary Public, or before some other officer authorized by the law to
25 administer oaths.
26

27 Oral examination will continue from day to day until completed and shall be recorded by sound,
28

1 and/or sound-and-visual, and/or stenographic means. You are invited to attend and cross-examine.

2 Dated this ¹⁸18 day of March, 2015.

3 RADFORD J. SMITH, CHARTERED

4 *Carima Varshney*
5 RADFORD J. SMITH, ESQ.
6 Nevada Bar No. 002791
7 CARIMA VARSHNEY, ESQ.
8 Nevada Bar No. 011878
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorney for Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Radford J. Smith Chartered ("the Firm"). I am over the age of 18 and not a party to the within action.

I served the foregoing document described as "NOTICE OF DEPOSITION OF CUSTODIAN OF RECORDS FOR MICHELLE GRAVLEY, PSY.D." on this 23rd of March 2015, to all interested parties by way of the Eighth Judicial District Court's electronic filing system.

James J. Jimmerson
Jimmerson Hansen, P.C.
415 S. Sixth Street, #100
Las Vegas NV 89101


An employee of Radford J. Smith, Chartered

1 **CODE 4055**

2 RADFORD J. SMITH, CHARTERED
3 RADFORD J. SMITH, ESQ.
4 Nevada Bar No. 002791
5 GARIMA VARSHNEY, ESQ.
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7 2470 St. Rose Parkway, Suite 206
8 Henderson, NV 89074
9 Telephone: (702) 990-6448
10 Facsimile: (702) 990-6456
11 rsmith@radfordsmith.com
12 Attorneys Plaintiff

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 GABRIELLE CIOFFI - KOGOD,

11 Plaintiff,

12 v.

13 DENNIS KOGOD,

14 Defendant.

CASE NO.: D-13-489442-D
DEPT NO.: G

FAMILY DIVISION

16 **SUBPOENA DUCES TECUM**

17 **THE STATE OF NEVADA SENDS GREETINGS TO:**


18
19 Michelle Gravley, PsyD.
20 1771 E. Flamingo Road
21 Suite 112B
22 Las Vegas, Nevada 89119

23 YOU ARE HERBY COMMANDED that all and singular, business and excuses set aside, you
24 appear and attend on the 6th day of April, 2015 at the hour of 11:00 a.m. at the offices of RADFORD J.
25 SMITH, CHARTERED, located at 2470 St. Rose Parkway, Suite 206, Henderson, Nevada 89074. Your
26 attendance is required to give testimony and/or produce and permit inspection and copying of designated
27 books, documents or tangible things in your possession, custody or control or to permit inspection of
28

1 premises. You are required to bring with you at the time of your appearance any items set forth below. If
2 you fail to attend, you may be deemed guilty of contempt of Court and liable to pay all losses and
3 damages caused by your failure to appear. Please see Exhibit "A" attached hereto for information
4 regarding the rights of the person subject to this Subpoena.
5

6 IN LIEU OF A PERSONAL APPEARANCE, YOU MAY COMPLY WITH THIS SUBPOENA
7 by mailing or delivering the above-referenced documentation of law office of Radford J. Smith, Chartered,
8 2470 St. Rose Parkway, Suite 206, Henderson, Nevada 89074. **You must insure receipt at least one day**
9 **prior to the deposition date of April 6, 2015.** Should you deem such a response to be appropriate, please
10 send copies of the above-reference information along with the attached Certificate of Custodian of
11 Records, signed and notarized, stating that the copies provided are a true and accurate representation of
12 those on file with your office.
13

14 RADFORD J. SMITH, CHARTERED
15

16 
17 RADFORD J. SMITH, ESQ.
18 Nevada State Bar No. 002791
19 GARIMA VARSHNEY, ESQ.
20 Nevada State Bar No. 011878
21 2470 St. Rose Parkway, Suite 206
22 Henderson, Nevada 89074
23 (702) 990-6448
24 Attorney for Plaintiff
25 Dated: March 16, 2015
26
27
28

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ITEMS TO BE PRODUCED

Accounts for: Dennis L. Kogod
SSN: 217-62-3700
Date of Birth: August 14, 1959
Dates of Service: January 1, 2005 through the present

The entire file regarding the above-referenced individual, including but not limited to, all counseling records, therapy records, psychological findings and records, recommendations for treatment, laboratory report(s), all x-ray report(s), MRI Scan, CT Scans, diagnostic imaging films, tests, and any associated report(s), all statements, reports, physician notes, hand written notes, assistant reports, photographs, diagrams, drawings, follow-up reports, addendums, computer images, logs, forms, physical examinations, referrals, medication list/prescription log, a complete list of all prescriptions and/or medications prescribed or noted in the file, specifically including prescriptions for any controlled substances (including all renewals thereof), most recent history and physical, problem list, detailed billing statement listing all charges and current balance, if any, and any other documents relevant to the above-referenced patient.

EXHIBIT E

RADFORD J. SMITH, ESQ.
GARIMA VARSHNEY, ESQ.
MATTHEW P. FEELEY, ESQ.
JOLENE HOEFT, PARALEGAL
KENNETH F. SMITH, PARALEGAL

RADFORD J. SMITH, CHARTERED

A Professional Corporation
2470 ST. ROSE PARKWAY - STE. 206
HENDERSON, NEVADA 89074

TELEPHONE: (702) 990-6448
FACSIMILE: (702) 990-6456
RSMITH@RADFORDSMITH.COM

VIA EMAIL

June 8, 2015

James J. Jimmerson, Esq.

Re: Kogod v. Kogod

Dear Jim:

I advised you in my letter Friday, June 5, 2015 that I would contact you today with Gabrielle's position regarding Dennis's request to sell Da Vita stock as requested in your letter. Gabrielle agrees to the sale as outlined in your letter of June 3, 2015. Please provide all documents concerning the transaction once completed.

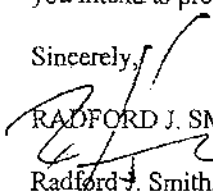
Gabrielle recognizes that Dennis may be in a better position to determine the most advantageous time to sell Da Vita stock. It is not her intent to delay those transactions (which must be approved by her under the JPI), so she requests that Dennis contact her by phone or email directly. There is no reason to go through attorneys or intermediaries. She has no reason to delay a sale that makes sense under the circumstances.

You have asked me to delay or forego proceeding with the deposition of Jennifer Steiner. Based upon the records in the case it appears that Ms. Steiner has relevant information regarding Dennis's continued improper gifting of community funds, and his violation of the Joint Preliminary Injunction issued in this case. Those records, of course, may not provide a complete understanding of the gifts, or the nature of Mr. Kogod's relationship with Ms. Steiner, whether business or personal.

My understanding is that the explanation for your request was based upon representations made to you by Dennis, and was made upon Dennis's behalf – you did not advise me that you represented Ms. Steiner. Based upon all of the misrepresentations that Dennis has made during the parties' marriage and the course of this case, Gabrielle has little reason to believe that Dennis is being frank now. For these reasons, I intend to proceed with the deposition of Ms. Steiner.

Finally, it is my understanding that you intend to produce in Las Vegas several of the witnesses that have been subpoenaed for deposition. Please provide me confirmation of which witnesses you intend to produce here.

Sincerely,


RADFORD J. SMITH, CHARTERED

Radford J. Smith, Esq.
Board Certified Nevada Family Law Specialist

cc: Gabrielle Kogod

FILED

JUL - 9 2015

John J. [Signature]
CLERK OF COURT

1 TRANS

2
3 ORIGINAL

4
5 EIGHTH JUDICIAL DISTRICT COURT

6 FAMILY DIVISION

7 CLARK COUNTY, NEVADA

8
9 GABRIELLE CIOFFI-KOGOD,)

10 Plaintiff,)

CASE NO. D-13-489442-D

11 vs.)

DEPT. Q

12 DENNIS L. KOGOD,)

(SEALED)

13 Defendant.)

14
15 BEFORE THE HONORABLE CHRIS A. BEECROFT, JR.
DISTRICT COURT JUDGE

16 TRANSCRIPT RE: ALL PENDING MOTIONS

17 FRIDAY, JUNE 26, 2015

18 APPEARANCES:

19 For the Plaintiff:

RADFORD SMITH, ESQ.
GARIMA VARSHNEY, ESQ.
2470 St. Rose Pkwy., #206
Henderson, Nevada 89074
(702) 990-6448

22 For the Defendant:

JAMES JIMMERSON, ESQ.
MICHAEL FLAXMAN, ESQ.
415 S. Sixth St., #100
Las Vegas, Nevada 89101
(702) 388-7171

1 LAS VEGAS, NEVADA

FRIDAY, JUNE 26, 2015

2 PROCEEDINGS

3 (THE PROCEEDINGS BEGAN AT 13:46:31)

4
5 THE COURT: All right. This is case number
6 D-489442, Cioffi-Kogod versus Kogod. Can I have your
7 appearances, please?

8 MR. SMITH: Radford Smith, 2791, on behalf of
9 Gabrielle Kogod, the Plaintiff, who is to my right, Your
10 Honor. Also --

11 MS. VARSHNEY: Your Honor, Garima Varshney, bar
12 number 11878, also on behalf of the Plaintiff.

13 MR. JIMMERSON: Judge, good morning. Jim Jimmerson
14 and Michael Flaxman, of Jimmerson Hansen, on behalf of Dennis
15 Kogod. Mr. Kogod is not present.

16 THE COURT: Okay. Mr. Jimmerson, this is your
17 motion to stay service of a subpoena duces tecum for a
18 protective order --

19 MR. JIMMERSON: Thank you. This --

20 THE COURT: -- regarding the deposition of Jennifer
21 Crute Steiner.

22 MR. JIMMERSON: Thank you. This --

23 THE COURT: Now and by the way, Lady and Gentlemen,
24 I have read the briefs. I'm fully prepared to rule. I mean,

1 if -- unless you got something significant you want to add.

2 MR. JIMMERSON: The answer is I do, but with that in
3 mind, and just to supplement or augmentation not to repeat
4 this, I'm advised -- and Mr. Smith can tell you, but I'm
5 advised that the reason for noticing the deposition, at least
6 that's what they told me, and to give them the benefit of the
7 doubt, was not to embarrass Mr. Kogod but it was because they
8 saw certain financial transactions that -- from documents we
9 produced in credit cards involving the name Jennifer Steiner.
10 Okay.

11 The -- I investigated this and found that my client
12 may have had a relationship with her, personal as well as
13 business, in the time period of the fall of '14 to April or
14 May of '15. Okay. Because she's a married woman and has a
15 family, my client was asking that this deposition be precluded
16 or in the alternative that there would be arrangements made so
17 that she could be serving a manner that would be not effecting
18 her and her family.

19 We -- you saw that the necessity for this arises
20 after a 2.34 conference with Mr. Smith and his staff, but
21 demand that Ms. Steiner provide an affidavit of the threat
22 that she -- or the emotional response that she outburst to my
23 client relative to harming his future employment and existing
24 employment which I thought was a most unreasonable request.

1 That being said, this is what we're going to have.
2 After my client testifies on August 3, and this deposition was
3 scheduled to occur after August 3, there will be two things in
4 place by the time if Mr. Smith or Ms. Varshney or whoever
5 takes the deposition or asks the questions, they'll be my
6 client's sworn testimony with regard to the expenditures if
7 any that were involving Ms. Steiner.

8 Secondly, there will be the testimony that there is
9 no business relationship of any type. That is to say there's
10 no business, there's no assets, there's nothing acquired in
11 any type of a business that would affect community property in
12 place. And if necessary, Ms. Steiner would sign a similar
13 affidavit which is available here.

14 And there would be the production of all records
15 that we've already provided to Gabrielle Kogod that would
16 evidence what those dollars are. And I don't have the dollars
17 before you, but they can't exceed \$50,000, probably don't
18 exceed \$30,000 of which one-half we've already offered to Ms.
19 Kogod through counsel in the event of claiming waste.

20 And thirdly, and I think just as importantly. And
21 they -- they will have a report from our expert consultant
22 Melissa Antanassio with regard to detailing what expenditures
23 there are in the records between the parties.

24 This would do one of two things. This would either

1 satisfy Ms. Kogod through counsel, that they understand the --
2 the complete nature of any relationship whatever there may be,
3 business or otherwise. They do work in a -- in a -- Ms.
4 Steiner's business does business with DaVita and -- and
5 healthcare partners of which my client is an officer. And so
6 there is a reason to have a business relationship.

7 There will also be a complete disclosure with regard
8 to any financial dollars, the benefit of which is will be
9 given exclusively to Gabrielle and not to Dennis in terms of
10 reimbursement. And perhaps obviate the necessity of taking
11 this woman's deposition. That's what we believe would be. So
12 one piece of relief that you've read is this deposition --
13 service the deposition and the deposition be continued til
14 after August 3. It was already schedule to occur after August
15 3.

16 The second, in the event that you -- in the event
17 that Ms. Kogod still persists to take the deposition of Ms.
18 Steiner, I would like to ask you to one further hearing as to
19 why if the representations that I'm making to you are
20 fulfilled. That is to say if there's a complete disclosure of
21 what we have found and any documents, credit cards and the
22 like, all of which have been produced by the Defendant to the
23 Plaintiff. And that is the basis upon which they even
24 discovered the name or learned of the name. They'll have

1 proof that there's no business dealings. There's no asset to
2 the community here involved and the like.

3 But in the event that then you after another
4 hearing, a brief hearing like this one, would say no, I can't
5 say that there's not one question that is not probative or
6 within the main rule 26(b). Then Ms. Steiner -- I will be
7 made available at her business or her home in Provo, Utah to
8 give a deposition.

9 But in light of -- of the -- you know, I think the
10 reasonableness of their request and in light of the
11 unreasonable nature of demanding an affidavit, I think that it
12 would be a proper resolution. I would -- hopefully you would
13 agree.

14 If not, then they would have that deposition. She
15 would make herself available in Provo, Utah where she works
16 where her business is located where she has a home or -- or
17 property where most -- you know, home where she lives and they
18 can go forward.

19 But I don't think that the request of Ms. Kogod
20 through counsel satisfies Rule 26(b) and I do believe that
21 with accounting provided and the testimony of Mr. Kogod that
22 unless there's just malevolence in the heart of the Plaintiff
23 there's no reason to go further.

24 With that being said, they can establish something

1 that I don't know. They can establish something that hasn't
2 been disclosed to me potentially. I can't say never. I
3 didn't -- I don't think so because I'm familiar with the
4 documents that involve these two individuals and they can
5 convince you otherwise. That's the relief we're seeking.

6 I -- I just think that the demand that we provide an
7 affidavit of the threat that she made to harm Mr. Kogod's
8 business if her deposition was taken which was the nature of
9 the conversation, that was unreasonable. They could request.
10 Therefore, on fees it's unreasonable. We'll give -- I want to
11 say one thing. Unlike the -- the Dr. Gravley matter that we
12 have discussed before you and we may have -- you had another
13 issue on that coming up.

14 But unlike that in this particular case, the
15 Plaintiff was cooperative to not serve anything through today
16 and has tried to work with us in terms of trying to work this
17 out. But they're still persistent for the deposition, so
18 that's why we're here. But we don't have quite the edge in
19 this particular -- particular order as we had some months --
20 or some weeks ago. Thank you, sir.

21 THE COURT: Do we still have an October 19th trial
22 date?

23 MR. JIMMERSON: We do. Yes, Your Honor.

24 MR. SMITH: Yes.

1 THE COURT: Mr. Smith.

2 MR. JIMMERSON: And just so -- I think you know,
3 that Mr. Kogod's deposition is August 3. Thank you.

4 THE COURT: August 20th?

5 MR. JIMMERSON: 3, August 3. There's no despite of
6 Plaintiff on August 3.

7 THE COURT: Okay.

8 MR. JIMMERSON: It will go forward I anticipate on
9 that date.

10 MR. SMITH: We -- we didn't ask for an affidavit. I
11 don't know what Mr. Jimmerson is referring to. The June 9th
12 letter which is attached to the reply what you have indicates
13 that we just wanted some level of proof. We would assume
14 particularly in this state I mean that there would be some
15 sort of email communication or something along those lines.

16 I'm not aware of any rule or law that stands for the
17 proposition that Mr. Jimmerson provides. There is no rule
18 that says that because a deposition might be revealing or
19 publically embarrassing to anyone, that that would result in
20 the deposition not being taken. There are methods to avoid
21 that embarrassment or public dissemination of that and we
22 proposed that both in our original discussions to Mr.
23 Jimmerson.

24 It's hard to imagine the logic that has been

1 expressed only by Mr. Jimmerson. There is no evidence before
2 you a forum recognizable under our rules associated with
3 either Mr. Kogod's representations which have all come through
4 affidavits of Mr. Jimmerson or anything by Ms. Steiner as well
5 at all.

6 For all we know, Mr. Kogod is making anything up in
7 order to avoid conversations with Ms. Steiner that may lead to
8 other expenditures, other businesses, other relationships,
9 things he has said about our client about the relationship
10 with the previous mistress.

11 And again, Your Honor, let me remind you that the
12 amounts of money that Mr. Kogod has spent on these items is
13 not small. We're not talking about tens of thousands of
14 dollars. We're talking about millions of dollars.

15 So information that could lead to admissible
16 evidence associated with that kind of waste is clearly
17 apparent with Ms. Steiner. More important than, direct
18 evidence. Evidence of unauthorized gifts of community funds
19 are available through Ms. Steiner. So there's an adequate
20 basis not only to lead to the discovery of admissible
21 evidence, but actual evidence that would be part of the
22 analysis of the Court.

23 Limiting us to review of documents is the -- the law
24 that I'm not aware of. I'm not aware that you can proffer

1 documents in exchange for cross examination of testimony and
2 that should be sufficient. In fact, Mr. Jimmerson now does
3 exactly what I thought he was going to do, though not stated
4 in his original motion which by the way did not just seek to
5 continue the deposition. We have already agreed not to -- to
6 make the service until we can resolve the issue of the
7 confidentiality.

8 But he also now seeks to stop it from occurring
9 ever. And he also does exactly what I anticipated. And that
10 is he said well, if I can just give you an affidavit, that
11 should be sufficient. We have to remind ourselves of the
12 context in which this occurs Mr. Kogod for years has defrauded
13 Mrs. Kogod into believing that she should live a particular
14 lifestyle while he lives a very different and very glamorous
15 and very expensive lifestyle.

16 So there's not only the waste issue, but there is an
17 issue of waste that challenges the whole notion of Putterman
18 in which the Court said unequal spending cannot be the basis
19 for waste. In this case, we have something further. We have
20 fraud. We believe that was the reason it was important to get
21 Dr. Gravley's records because it's through those records.
22 It's through that confidences that he builds with Ms. Kogod
23 that he defrauded her. He said we're going to retire. You
24 need to safeguard this money. This is how you need to live.

1 While I go unbeknownst to you and live in a -- in a
2 four or \$5,000,000 mansion, buy Bentleys, live a lifestyle
3 with children I'm not going to tell you about. Those are the
4 context in which we find these allegations not made by sworn
5 affidavit of Mr. Kogod, I think that's revealing, but instead
6 by sworn affidavit of Mr. Jimmerson. I have no doubt in my
7 mind that as an advocate and as a person Mr. Jimmerson
8 believes what Mr. Kogod has told him. I don't believe the
9 Court should and there is no rule under which we are
10 prohibited from exploring those allegations.

11 THE COURT: Okay.

12 MR. JIMMERSON: May I just have a -- a very brief
13 reply? If not --

14 THE COURT: Sure.

15 MR. JIMMERSON: Thank you. You heard the
16 allegations of opposing counsel that this could be their
17 opening statement I suppose at time of trial before Judge
18 Duckworth, but there's fair amount of distance between
19 allegations and proof. They have their records involving Ms.
20 Steiner and they do not approach contrary to the
21 representation of counsel millions of dollars. They are much
22 less than the tens of thousands of dollars that we even heard.
23 They are limited as I've indicated at least below \$50,000, if
24 not, below \$30,000 and they have all the records. They don't

1 deny that, number one.

2 Number two, we specifically in our complaint -- in
3 our motion ask for prohibition of the deposition, the title
4 says prohibition of the title. So opposing counsel's
5 statement that this is a new request apparently ignores the
6 fundamental title and the words on the front page of the
7 motion.

8 And third, the only suggestion is not that there
9 would be an absolute preclusion of the deposition but that we
10 look to see where we are on August 3. There are certainly no
11 evidence that Mr. Kogod's representations made to our firm and
12 my in turn to you are anything other than absolutely accurate
13 with regard to Ms. Steiner. Thank you.

14 THE COURT: Now let -- let me get this straight
15 again. Mr. Kogod's deposition is scheduled for --

16 MR. JIMMERSON: August 3.

17 THE COURT: August 3rd.

18 MR. SMITH: Yes.

19 MR. JIMMERSON: And this deposition was scheduled
20 about two weeks later, wasn't that, Rad, about the 17th of
21 August?

22 MR. SMITH: No, it was scheduled in July. We have
23 now with the information that's been provided to you tried to
24 reach out to Ms. Steiner's lawyer. Or excuse me, Nadia's

1 lawyer. We've -- we've been have -- we've been forced to
2 rearrange things because of conflicts and schedules by Mr.
3 Jimmerson and the -- the now ex-girlfriend, I guess, the --
4 the one who lived the lifestyle in Beverly Hills and so forth.
5 So I don't -- I don't believe it was originally scheduled
6 after Dennis' deposition.

7 MR. JIMMERSON: Mr. Smith, you're getting an error.
8 I have the notice. August 6th was the deposition of Ms.
9 Steiner.

10 MS. VARSHNEY: Yeah, we scheduled it for in August.

11 MR. JIMMERSON: So I -- I don't know what you're
12 hearing on this side.

13 MR. SMITH: It was not August 17th.

14 MR. JIMMERSON: It was August -- I said it was two
15 weeks later, but I had to pull-up the notice. It was after
16 August 3. That's all I'm saying. It was not in July as you
17 told the Judge.

18 THE COURT: Okay.

19 MR. JIMMERSON: So anyway, the answer was it was
20 afterwards. That's why I said graciously it was after August
21 3. That's why we hope to have an answer for Mr. -- for Ms.
22 Kogod.

23 THE COURT: So has anybody been in contact with Ms.
24 Steiner?

1 MR. JIMMERSON: Not directly to my knowledge. And I
2 -- that's partially out of the kindness of Mr. Smith's
3 agreement with me not to do so.

4 MR. SMITH: What -- wait, I think Mr. --

5 MR. JIMMERSON: Until we have this hearing.

6 MR. SMITH: I think it -- the entire basis of the
7 motion is Mr. Kogod's representation to Mr. Jimmerson that
8 he's been in contact with Ms. Steiner --

9 MR. JIMMERSON: That's right.

10 MR. SMITH: -- and that Ms. Steiner has threatened
11 to destroy her own business and destroy his business.

12 MR. JIMMERSON: And she had made nothing about her
13 business. She did mention to harm my client, yes. That's
14 what --

15 MR. SMITH: No, that's in -- it's in your motion
16 that she threatened to harm her own business --

17 MR. JIMMERSON: Just like you said it was in a July
18 deposition. You're wrong about that too.

19 MR. SMITH: It's in your motion.

20 THE COURT: Well, I didn't -- I didn't quite gather
21 that.

22 MR. JIMMERSON: I said it would threaten his
23 position --

24 THE COURT: My -- my --

1 MR. JIMMERSON: -- with the company.

2 THE COURT: Yeah, my question is this. Mr. Smith,
3 are -- are -- in deference to Ms. Steiner, are -- is there
4 some way that we can get Ms. Steiner served so as not to
5 embarrass her current husband?

6 MR. SMITH: Absolutely. That's -- in our opposition
7 we had offered to Mr. Jimmerson to serve her wherever she saw
8 fit. We would -- we would serve her --

9 THE COURT: Well, that's -- but -- but how are we
10 going to know that if nobody makes contact with her?

11 MR. SMITH: Well, they've asked us not to make
12 contact --

13 MR. JIMMERSON: Correct.

14 MR. SMITH: -- with her, so --

15 MR. JIMMERSON: And to answer to your question would
16 be we would volunteer as I've just did it on today, again, if
17 you did see it the necessity for her depo, then I would ask
18 you to -- you know, hold that til after August 3. But that
19 being said, she would make herself available in Provo, Utah
20 where she has a home and where her business is located.

21 THE COURT: Okay. Where can she --

22 MR. JIMMERSON: And just to make it clear, we didn't
23 say her business would be destroyed. We said that she could
24 lose her position.

1 THE COURT: Then where can she most confidentially
2 be served?
3 MR. JIMMERSON: Provo, Utah, Your Honor. At an
4 agreed to time and place that I would provide to Mr. Smith.
5 THE COURT: Okay. All right. That's number one.
6 That will be agreed to.
7 MR. SMITH: Yeah, that's fine with me.
8 THE COURT: Pardon?
9 MR. SMITH: That's fine with us.
10 THE COURT: Okay. Number two, the timing of the
11 deposition. Is there any reason we can't do it after Mr.
12 Kogod's?
13 MR. SMITH: It was originally noticed after Mr.
14 Kogod's.
15 MS. VARSHNEY: Right. It's all being --
16 MR. SMITH: So --
17 THE COURT: So that --
18 MS. VARSHNEY: -- noticed on the 6th.
19 MR. SMITH: -- the answer is -- the answer is no.
20 Yeah, we can do it on the 6th.
21 THE COURT: Let's do it the 6th.
22 MR. SMITH: Okay.
23 THE COURT: Let's notice the deposition. We got
24 plenty of time. And you all have to give 15 days.

1 MR. SMITH: Yes.
2 MS. VARSHNEY: We have a domesticated --
3 MR. SMITH: We now have to domesticate it in Utah.
4 We understood that she --
5 THE COURT: Oh, is she in Utah?
6 MR. SMITH: Apparently so. We thought she was in
7 California.
8 MR. JIMMERSON: Provo.
9 THE COURT: Well, then I'm shortening the time. And
10 --
11 MR. JIMMERSON: Provo, Utah, Your Honor.
12 THE COURT: I'm shortening the time and I'm going to
13 require that she appear in the subpoena duces tecum I -- I
14 suspect you're going to serve on her.
15 MS. VARSHNEY: Yes, Your Honor.
16 THE COURT: It's going to notify her that the
17 deposition will be on August 6th. Will it be at your office,
18 Mr. Smith?
19 MR. SMITH: Well, it's actually according to Mr.
20 Jimmerson, she's not willing to appear here.
21 MR. JIMMERSON: It'll be in Provo, Utah and at any
22 -- we can find a court reporter who will have an office.
23 THE COURT: Okay. Well, that address --
24 MR. SMITH: And that shouldn't be a problem. Yeah.

1 THE COURT: -- will be agreed upon by both of you as
2 well.

3 MR. SMITH: Yeah.

4 THE COURT: Correct?

5 MR. SMITH: That's not a problem.

6 MS. VARSHNEY: So Your Honor, you're not going to
7 have to domesticate it or do we have to --

8 MR. JIMMERSON: No, as far as I'm concerned you
9 won't. Now hear me out. If she gets counsel or some other
10 issue, I'll let you know. But as far as I'm concerned, if the
11 Judge's ruling is to allow this to go forward, then I will get
12 her served with a Nevada Supreme -- and -- and then see what
13 she's going to do. If she says --

14 MS. VARSHNEY: So I'll just --

15 MR. SMITH: Like I said, you don't --

16 MR. JIMMERSON: -- you know --

17 MS. VARSHNEY: -- provide it to your office.

18 MR. JIMMERSON: -- I require domestication, then
19 you'll have to do that, yeah.

20 MS. VARSHNEY: So I'll provide it to your office,
21 Mr. Jimmerson?

22 MR. JIMMERSON: Yeah, I'm going to --

23 MS. VARSHNEY: Okay.

24 MR. JIMMERSON: I'm going to report today's hearing

1 of course and see what -- and -- and listen. If -- I'll --
2 I'll won't fool with you. If you need to domesticate it, I'll
3 tell you so.

4 MS. VARSHNEY: Okay.

5 THE COURT: All right.

6 MR. SMITH: Okay.

7 THE COURT: And I want that in the report and
8 recommendation as well.

9 MR. JIMMERSON: Okay. We'll prepare it.

10 THE COURT: In other words, we seem to be able to
11 communicate with one another, but let's just make sure --
12 ensure that it's contained in the report and recommendation.

13 MR. JIMMERSON: Will do that.

14 THE COURT: All right. Anything else?

15 MR. JIMMERSON: Yes, Your Honor.

16 MR. SMITH: I think that's it. Oh.

17 MR. JIMMERSON: Well, I just -- apparently you're --

18 THE COURT: Now -- now --

19 MR. JIMMERSON: Apparently you're denying --

20 THE COURT: -- I want --

21 MR. JIMMERSON: -- our motion, but I want an
22 opportunity to at least argue that the deposition would not be
23 necessary after they have the benefit of both the summary of
24 expenditures that may or may not have benefitted Ms. Steiner

1 and second, the deposition of Mr. Kogod on this issue. As
2 therefore precluding the necessity of imposing upon this
3 woman.

4 THE COURT: Okay. And -- and I appreciate that. I
5 know of no rule which precludes Mr. Smith from engaging in
6 this deposition especially in lieu -- in view of the
7 allegations of waste that have been made in the case. So no,
8 I'm going to deny any motion to preclude the deposition of Ms.
9 Steiner.

10 MR. JIMMERSON: I do want the Court to know of
11 course that under Rule 26(c) and Rule 45(c)(1), you have
12 plenty of authority to deny --

13 THE COURT: I --

14 MR. JIMMERSON: -- a deposition.

15 THE COURT: And --

16 MR. JIMMERSON: There is clearly the rules that
17 allow you to avoid unreasonable imposition of hardships on
18 people.

19 THE COURT: Right.

20 MR. JIMMERSON: So you certainly have the authority
21 and I know that you're exercising your choice now by today --

22 THE COURT: And --

23 MR. JIMMERSON: -- to recommend against that.

24 THE COURT: And here's why I'm doing what I'm doing

1 --
2 MR. JIMMERSON: Yes.
3 THE COURT: -- Mr. Jimmerson. I want the -- the
4 transcript of this deposition to be sealed and to be opened
5 only by an expert witness if that's -- do we have an expert
6 that needs to see this?
7 MR. SMITH: On both sides.
8 MR. JIMMERSON: I don't think so, but both sides
9 have designated one, yeah.
10 MR. SMITH: We -- we both have forensic experts.
11 THE COURT: Okay. Then they can be sealed only --
12 unsealed only for the purposes of review by the forensic
13 expert who are also subject to the confidentiality agreement.
14 They are not to disclose the content of the depositions to
15 anybody without further Court approval. Okay.
16 MR. JIMMERSON: Okay. Thank you.
17 MR. SMITH: Yeah, that's -- that's fine.
18 MR. JIMMERSON: And that includes today's transcript
19 as well, right, Your Honor?
20 Correct.
21 MR. SMITH: That's fine.
22 MR. JIMMERSON: All right.
23 MR. SMITH: Did -- did we -- did we enter a
24 confidentiality agreement? We should have.

1 THE COURT: Okay. Mr. Jimmerson, would you prepare
2 that report and recommendation, please?

3 MR. JIMMERSON: I'll do it. Yes, Your Honor.

4 THE COURT: Have Mr. Smith sign off.

5 MR. JIMMERSON: Thank you.

6 THE COURT: Thank you, gentlemen.

7 MR. JIMMERSON: Thank you.

8 MR. SMITH: Thank you.

9 THE COURT: And lady.

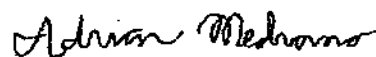
10 MS. VARSHNEY: Thank you.

11 THE COURT: Thank you.

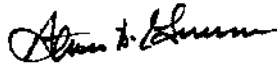
12 (PROCEEDINGS CONCLUDED AT 14:07:02)

13 * * * * *

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

17
18 

19 Adrian N. Medrano
20
21
22
23
24


CLERK OF THE COURT

1 **SAO**
2 RADFORD J. SMITH, CHARTERED
3 RADFORD J. SMITH, ESQ.
4 Nevada Bar No. 002791
5 GARIMA VARSHNEY, ESQ.
6 Nevada Bar No. 011878
7 2470 St. Rose Parkway, Suite 206
8 Henderson, NV 89074
9 Telephone: (702) 990-6448
10 Facsimile: (702) 990-6456
11 rsmith@radfordsmith.com
12 Attorneys Plaintiff

13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

15 GABRIELLE CIOFFI - KOGOD,

16 Plaintiff,

17 v.

18 DENNIS KOGOD,

19 Defendant.

CASE NO.: D-13-489442-D
DEPT NO.: 6 &

FAMILY DIVISION

RECEIVED

AUG 08 2015

FAMILY COURT
DEPARTMENT Q

20 **STIPULATION AND ORDER**

21 COME NOW, Plaintiff, GABRIELLE CIOFFI - KOGOD (hereinafter "Gabrielle"), by and
22 through her attorneys, Radford J. Smith, Esq. and Garima Varshney, Esq., of Radford J. Smith, Chartered
23 and Defendant, DENNIS KOGOD (hereinafter "Dennis") by and through his attorney, Daniel Marks,
24 Esq. and Nicole M. Young, Esq. of Law Office of Daniel Marks, and stipulate and agree as follows:

25 1. That Gabrielle shall execute a Quit Claim Deed in favor of Dennis conveying to him,
26 and relinquishing to Dennis, all of her rights, title, and interest, including all community property rights
27 and interests to the new condominium Defendant purchased at 10776 Wilshire Blvd#604, Los Angeles,
28 California 90024, for the purchase price and costs of \$3,615,061.00 as set forth in the Buyer/Borrower
Statement attached hereto as Exhibit "A". Dennis shall be free to record the Quit Claim Deed, and the
ownership and all right, title and interest of Gabrielle in the condominium shall be awarded to Dennis as

1 his sole and separate property. Gabrielle reserves the right to seek additional values for any other
2 monies paid towards the condominium that are not identified in Exhibit "A". Gabrielle also reserves
3 any other rights she may have, if any, due to the method and timing of the purchase of the
4 condominium.
5

6 2. In exchange for the confirmation of the purchase and acquisition of the condominium,
7 and the granting to Dennis as his sole and separate property, the above referenced condominium, the
8 parties have agreed that \$3,615,061.00 in cash funds shall be delivered, from the community funds, to
9 Gabrielle, which funds shall be deposited by her in a new account of her choice, which funds shall be
10 declared to be her sole and separate property. This is intended to be an equal exchange with
11 \$3,615,061.00 cash being awarded to Gabrielle, and in exchange, the like valued asset in the form of the
12 condominium being awarded to Dennis as each party's sole and separate property. The parties intend
13 this to be a tax free exchange; and,
14

15 3. Under this Stipulation and Order, the cash funds from the following UBS accounts shall
16 be transferred to Gabrielle as her sole and separate property:
17

18 a. UBS Account ending in X45 - \$1,604,884; and,

19 b. UBS Account ending in X99 - \$2,010,177.
20

21 4. Gabrielle stipulates to the sale of the 2014 Marquis 500 SB boat, for the sale price of
22 \$1,100,000.00 less an approximate \$110,000.00 consulting fee/sale commission, to permit the sale of the
23 boat to an unrelated third party, Andres Torres. Gabrielle has agreed and hereby shall deliver to Dennis's
24 counsel, for delivery to the Buyer, an executed spousal consent form agreeing to the sale and agreeing to
25 transfer title of the boat from Gabrielle and Dennis, on the one hand, to the third party buyer, on the other.
26 In this regard, and for this asset only, the net sale proceeds received from the Buyer shall be placed into a
27 newly created jointly titled bank account that shall not be subject to distribution without the signatures
28

1 of both parties, and Order of the Court.

2 5. Dennis and Gabrielle shall cooperate in arranging for the creation of the new bank account
3 that will hold these proceeds in a blocked account and which otherwise shall remain intact, unless both
4 parties agree otherwise in writing, or until further Order of the Court.
5

6 IT IS SO STIPULATED.

7 Dated this 5 day of July, 2015.

8 RADFORD J. SMITH, CHARTERED

LAW OFFICE OF DANIEL MARKS

9
10 RADFORD J. SMITH, ESQ.
11 Nevada State Bar No. 002791
12 2470 St. Rose Parkway, Suite 206
13 Henderson, Nevada 89074
14 (702) 990-6448
15 Attorney for Plaintiff

DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
610 South Ninth Street
Las Vegas, Nevada 89101
(702) 386-0536
Attorneys for Defendant

14 ORDER

15 Pursuant to the Stipulation of the parties, and good cause appearing therefor,

16 IT IS SO HEREBY ORDERED.

17 DATED this AUG 07 2015
18 day of July, 2015.

19
20 District Judge
21 DISTRICT JUDGE

22 RADFORD J. SMITH, CHARTERED

23 RADFORD J. SMITH, ESQ.
24 Nevada State Bar No. 002791
25 2470 St. Rose Parkway, Suite 206
26 Henderson, Nevada 89074
27 (702) 990-6448
28 Attorney for Plaintiff



Manhattan Beach Office
904 Manhattan Avenue, Suite 3, Manhattan Beach, CA 90266
Tel: (310) 372-3700 • Fax: (424) 237-4329

BUYER/BORROWER STATEMENT
Final

Escrow Number: 15-81273-LW
Escrow Officer: Luke J. Walrod

Title Order Number: 115081629
Date: 05/01/2015 - 3:32:14PM
Closing Date: 05/29/2015

Buyer/Borrower: Dennis Lee Kogod
Seller: Lucky 57, LLC

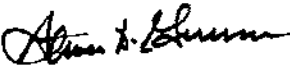
Property: 10776 Wilshire Boulevard #604, Los Angeles, CA 90024

DESCRIPTION	DEBITS	CREDITS
TOTAL CONSIDERATION	3,608,000.00	
Earnest Money		108,000.00
Initial Deposit		3,507,061.76
PRORATIONS/ADJUSTMENTS:		
Property Tax @ 36,812.30 per 12 month(s) 5/29/2015 to 7/01/2015	3,228.23	
Association Dues @ 2,701.71 per 1 month(s) 5/29/2015 to 6/01/2015	180.11	
TITLE CHARGES		
Deed Recording Fee: Lawyers Title Company	28.00	
Messenger/Counter Fee: South Bay Courier	30.00	
ESCROW CHARGES TO: Guaranty Escrow, Inc.		
Escrow Fee	5,450.00	
Messenger Fee/Wire/Express Fee	65.00	
ADDITIONAL DISBURSEMENTS:		
Association Dues for June and July: The Carlyle Residences owners Association	5,400.42	
BALANCE DUE YOU	577.00	
TOTALS	3,615,061.76	3,615,061.76

Certified to be a True and Exact
Copy of the Original Hereof.

THIS IS A FINAL BUYER/BORROWER STATEMENT
By: [Signature]

DLK009298


CLERK OF THE COURT

NEOJ
RADFORD J. SMITH, CHARTERED
RADFORD J. SMITH, ESQ.
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rsmith@radfordsmith.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

GABARIELLE CIOFFI-KOGOD,

Plaintiff,

vs.

DENNIS KOGOD,

Defendant.

CASE NO.: D-13-489442-D

DEPT NO.: Q

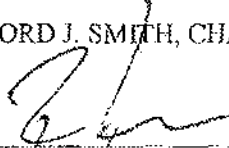
FAMILY DIVISION

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that on the 10th day of August 2015, the Honorable Judge Bryce Duckworth entered a Stipulation and Order, copy of which is attached hereto.

Dated this 12 day of August, 2015.

RADFORD J. SMITH, CHARTERED


RADFORD J. SMITH, ESQ.
Nevada Bar No. 002791
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorney for Plaintiff

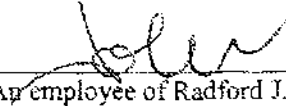
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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Radford J. Smith Chartered ("the Firm"). I am over the age of 18 and not a party to the within action.

I served the foregoing document described as "NOTICE OF ENTRY OF ORDER" on August 12, 2015, to all interested parties by way of the Eighth Judicial District Court's electronic filing system.

Dan Marks, Esq.
Law Office of Daniel Marks
610 South Ninth Street
Las Vegas NV 89101


An employee of Radford J. Smith, Chartered

1 LAW OFFICE OF DANIEL MARKS
2 DANIEL MARKS, ESQ.
3 Nevada State Bar No. 002003
4 NICOLE M. YOUNG, ESQ.
5 Nevada State Bar No. 12659
6 610 South Ninth Street
7 Las Vegas, Nevada 89101
8 (702) 386-0536; FAX (702) 386-6812
9 Attorneys for Appellant

10
11 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

12 DENNIS KOGOD,

Case No. 71147

13 Appellant,

14 vs.

15 GABRIELLE CIOFFI-KOGOD,

16 Respondent.
17 _____/

18
19 **APPEAL FROM THE EIGHTH JUDICIAL DISTRICT COURT**
20 _____

21
22 **APPELLANT'S APPENDIX**
23 **Volume 2**
24 _____
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26
27
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<u>DOCUMENT</u>	<u>VOLUME</u>	<u>PAGE NO.</u>
Acceptance of Service filed on April 24, 2014	1	14
Acceptance of Service Filed on November 6, 2015	2	394
Amended Notice of Cross-Appeal filed on September 23, 2016	46	9032-9148
Answer to Complaint for Divorce and Counterclaim filed on November 24, 2014	1	19-24
Case Appeal Statement filed on August 23, 2016	44	8590-8593
Case Appeal Statement, filed on December 13, 2016	47	9287-9290
Case Cross-Appeal Statement filed on September 21, 2016	46	9028-9031
Case Cross-Appeal Statement, filed on December 23, 2016	47	9298-9301
Certificate of Service filed on March 2, 2015	1	66
Certificate of Service filed on June 2, 2015	1	85-86
Certificate of Service filed on January 25, 2016	4	712
Certificate of Service filed on June 21, 2016	42	8082
Certificate of Service filed on September 14, 2016	45	8704-8802
Certification of Copy of Exhibits Presented at the 2/23/16- 2/26/16 Non-Jury Trial, dated December 8, 2016	10	1876-1894
Certification of Copy Clerks List	41	7980-7983
Complaint for Divorce filed on December 13, 2013	1	1-6
Defendant's Closing Brief filed on August 1, 2016	43	8415-8473
Defendant, Dennis Kogod's, Reply to Plaintiff's, Gabrielle Cioffi-Kogod's, Opposition to Defendant's Motion to Stay Service of Subpoena Duces Tecum and Notice of Deposition and for a Protective Order Prohibiting or Limiting the deposition of Jennifer Crute Steiner and Opposition to Plaintiff's Countermotion for Attorney Fees and Costs filed on June 25, 2015	1	151-178
Defendant's Motion to Stay Service of Subpoena Duces Tecum and Notice of Deposition and for a Protective Order Prohibiting or Limiting the Deposition of Jennifer Crute Steiner filed on June 11, 2015	1	87-110
Defendant's Exhibits Vol. I:	33	6161-7979
////		

<u>DOCUMENT</u>	<u>VOLUME</u>	<u>PAGE NO.</u>
Defendant's Exhibit D- Teichner Accounting Rebuttal Expert Disclosure Dated: January 25, 2016	33	6162-6209
Defendant's Exhibit F- Teichner Accounting Sur-Rebuttal Report Dated: February 15, 2016	33	6210-6215
Defendant's Exhibit S- Bank of America Joint Checking Account Ending 6446 Statement From December 1, 2015 to December 31, 2015	33	6216-6223
Defendant's Exhibit T- Bank of America Checking Account ending in 0129 Statement from December 1, 2015 to December 31, 2015	33	6224-6229
Defendant's Exhibit U- Wells Fargo Complete Advantage Checking Account Ending 5397 Statement from January 9, 2016 to February 5, 2016	33	6230-6239
Defendant's Exhibit V- Wells Fargo PMA Account ending 8870 Statement from January 9, 2016 to February 5, 2016	33	6240-6242
Defendant's Exhibit W- UBS Trust – Fee Base ending 743 Statement From January 2016	33	6243-6252
Defendant's Exhibit X- UBS Checking ending 745 Statement for January 2016	33	6253-6264
Defendant's Exhibit Y- UBS Trust – PWS/GAM ending 134 Statement for January 2016	33	6265-6282
Defendant's Exhibit Z- UBS Stock Option ending 999 Statement for January 2016	33	6283-6290
Defendant's Exhibit AA- Merrill Lynch Ending 588 Statement from December 01, 2015 to December 31, 2015	33	6291-6360
Defendant's Exhibit BB- UBS Trust – Fee Base ending 43 Statement for January 2016	34	6361-6368
Defendant's Exhibit CC- Fidelity Dignity Health Statement from January 1, 2015 to December 31, 2015	34	6369-6372
Defendant's Exhibit DD- Davita Retirement Plan Statement from January 1, 2016 to January 31, 2016	34	6373-6375
Defendant's Exhibit EE- Davita Retirement Savings Plan Statement from October 1, 2015 to December 31, 2015	34	6376-6378
Defendant's Exhibit LL- UBS Premier Variable Credit Line ending 027 Statement for January 2016	34	6379-6384
////		

<u>DOCUMENT</u>	<u>VOLUME</u>	<u>PAGE NO.</u>
Defendant's Exhibit MM- American Express Centurion Account ending 3005	34	6385-6396
Defendant's Exhibit NN- American Express Platinum Account ending 2003 Statement from January 18, 2016 to February 6, 2016	34	6397-6401
Defendant's Exhibit OO- American Express Platinum Account ending 9008 Statement from January 25, 2016 to February 23, 2016	34	6402-6406
Defendant's Exhibit PP- Master Card Account ending 1588 Statement From January 07, 2016 to February 06, 2016	34	6407-6412
Defendant's Exhibit QQ- Wells Fargo Account ending 1032 Statement from December 16, 2015 to January 15, 2016	34	6413-6419
Defendant's Exhibit RR- Banana Republic Account ending 4713 Statement from December 4, 2015 to January 4, 2016	34	6420-6423
Defendant's Exhibit SS- Discover Account ending in 4205 Statement from November 12, 2015 to December 11, 2015	34	6424-6427
Defendant's Exhibit TT- Kohls Account ending in 557 Statement from November 7, 2015 to December 7, 2015	34	6428
Defendant's Exhibit UU- Merrill Lynch Account ending 9677 Statement from November 13, 2015 to December 12, 2015	34	6429-6431
Defendant's Exhibit VV- Nordstorm Account ending 992 Statement from November 13, 2015 to December 13, 2015	34	6432-6436
Defendant's Exhibit WW- TJX Rewards Account ending 6951 Statement from December 1, 2015 to January 1, 2016	34	6437-6439
Defendant's Exhibit XX- Detailed Financial Disclosure Form for Gabrielle Cioffi-Kogod, Filed February 25, 2015	34	6440-6456
Defendant's Exhibit AAA- Email from Eugene to Dennis Dated: February 12, 2012	34	6457-6459
Defendant's Exhibit BBB- Various Checks from Gabrielle to Eugene Cioffi-Kogod Re: House	34	6460-6464
Defendant's Exhibit CCC- Various Checks from Gabrielle to Eugene Cioffi-Kogod Re: Misc.	34	6465-6467
Defendant's Exhibit DDD- Various Checks from Gabrielle to Eugene Cioffi Re: Eugene's Birthday	34	6468-6470
Defendant's Exhibit EEE- Various Checks from Gabrielle to Cassandra Cioffi Re: Cassandra's Birthday	34	6471-6473

<u>DOCUMENT</u>	<u>VOLUME</u>	<u>PAGE NO.</u>
Defendant's Exhibit FFF- Various Checks from Gabrielle to Stephanie Cioff Re: Stephanie's Birthday	34	6474-6476
Defendant's Exhibit GGG- Check from Dennis to Escrow of the West Re: 128 N. Edinburch	34	6477
Defendant's Exhibit HHH- Various Checks from Gabrielle to Cash	34	6478-6496
Defendant's Exhibit III- Various Checks from Gabrielle to Deaner, Deaner, Scann, Malan & Larsen Re: Kogod v. DeYoung #5504-0001	34	6497-6507
Defendant's Exhibit KKK- Notice of Entry of Stipulation and Order Filed on August 12, 2015	34	6508-6513
Defendant's Exhibit LLL- Email from Dennis to Gabrielle Dated: December 8, 2011	34	6514-6515
Defendant's Exhibit NNN- Plaintiff's Sixteenth Supplemental Production of Documents Pursuant to NRCP 16.2, Served on October 22, 2015	34	6516-656
Defendant's Exhibit OOO- Gabrielle Kogod's Resume	34	6561-6564
Defendant's Exhibit PPP- Plaintiff's Response to Defendant's First Set of Interrogatories Dated May 18, 2015	35	6565-6589
Defendant's Exhibit QQQ- Plaintiff's Response to Defendant's Second Set of Interrogatories Served on October 20, 2015	35	6590-6597
Defendant's Exhibit RRR- Plaintiff's Response to Defendant's Third Set of Interrogatories Served on October 29, 2015	35	6598-6603
Defendant's Exhibit SSS- Confidential Memorandum Limited Partner Interests in New Enterprise Associates 14, L.P. Dated: February 2012	35	6604-6683
Defendant's Exhibit TTT- New Enterprise Associates 14, L.P. Supplemental Schedule of Changes in Individual Partner's Capital Accounts	35	6684-6706
Defendant's Exhibit UUU- Plaintiff's Eleventh Supplemental Production of Documents Pursuant to NRCP 16.2 Dated: September 9, 2015 (Spreadsheet from Nadya's depo)	36	6707-6906
Defendant's Exhibit UUU- Continued Plaintiff's Eleventh Supplemental Production of Documents Pursuant to NRCP 16.2 Dated: September 9, 2015 (Spreadsheet from Nadya's depo)	37	6907-7034
Defendant's Exhibit VVV- Davita Power Point Regarding 2015 Long Term Incentive Program	37	7035-7041

<u>DOCUMENT</u>	<u>VOLUME</u>	<u>PAGE NO.</u>
Defendant's Exhibit XXX- Davita Cash Performance Award Agreement, Exhibit B	37	7042-7048
Defendant's Exhibit YYY- Email from Radiology Partners regarding 2014 Tax Compliance	37	7049-7059
Defendant's Exhibit ZZZ- Radiology Partners Member Equity Statement Dated: July 31, 2015	37	7060
Defendant's Exhibit AAAA- Radiology Partners Practice Update, Dated July 31, 2015	37	7061-7067
Defendant's Exhibit FFFF- Kogod Equity Analysis of Dennis' outstanding Long-term incentives (Equity Bases and Cash-Based) and Explanation	37	7068-7070
Defendant's Exhibit GGGG- Thomasina Distribution Agreement	37	7071-7126
Defendant's Exhibit HHHH- Pray for Ukraine Agreement Dated: October 16, 2014	37	7127-7132
Defendant's Exhibit IIII- UBS Resource Management account Ending 899 Statement for February 2016	37	7133-7134
Defendant's Exhibit JJJJ- 2015 W-2 issued to Dennis L. Kogod	37	7135-7137
Defendant's Exhibit KKKK- Principle Life Insurance Company Statement for February 18 2016	37	7138-7139
Defendant's Exhibit LLLL- Email from Denise to Dennis Kogod	38	7140
Defendant's Exhibit MMMM- Filing with US Security and Exchange Commission	38	7141-7142
Defendants Exhibit NNNN- Email 2/23/16 Re: Award of 76,766 Shares And Sale of \$33,290 Shares for Tax Purposes	38	7143-7144
Defendant's Exhibit OOOO- Assets & Debt Chart	38	7145-7148
Defendant's Exhibit PPPP- Martial Balance Sheet	38	7149-7151
Defendant's Exhibit QQQQ- Costs & Fees Through 1/31/16	38	7152-7174
Defendant's Exhibit RRRR- Jimmerson Fees	38	7175-7340
Defendant's Exhibit SSSS- Depo of Eugene Cioffi February 05, 2016	39	7341-7450
Defendant's Exhibit TTTT- Depo of Stephanie Cioffi February 05, 2016	39	7451-7467
Defendant's Exhibit UUUU- 9716 Oak Pass Appraisal	42	8042-8061

<u>DOCUMENT</u>	<u>VOLUME</u>	<u>PAGE NO.</u>
Defendant's Exhibit VVVV- Jennifer Bosco Resume	42	8062
Defendant's Exhibit WWW- Hollywood Hills Escrow	42	8063
Defendant's Exhibit XXXX- February 2016 UBS account summary statement	39	7468-7474
Defendant's Exhibit YYYY- February 2016 UBS account statement for Accounts ending 743	39	7475-7484
Defendant's Exhibit ZZZZ- February 2016 UBS account statement for Accounts ending 134	39	7485-7500
Defendant's Exhibit 5A- February 2016 UBS account summary statement	39	7501-7508
Defendant's Exhibit 5B- February 2016 UBS account statement for accounts Ending 745	39	7509-7522
Defendant's Exhibit 5C- February 2016 UBS account statement for accounts Ending 899	39	7523-7532
Defendant's Exhibit 5D- February 2016 UBS account statement for accounts Ending 746	39	7533-7540
Defendant's Exhibit 5E- February 2016 UBS account statement for accounts Ending 027	39	7541-7546
Defendant's Exhibit 5F- February 2016 UBS account statement for accounts Ending 575	39	7547-7552
Defendant's Exhibit 5G- UBS Account Summary for account ending 17, Showing no value As of February 26, 2016	39	7553
Defendant's Exhibit 5H- February 2016 UBS account statement for accounts ending 75	39	7554-7559
Defendant's Exhibit 5I- May 2016 UBS account statement for accounts ending 76	39	7560-7567
Defendant's Exhibit 5J- May 2016 UBS account statement for accounts ending 43	39	7568-7577
Defendant's Exhibit 5K- May 2016 UBS account statement for accounts ending 45	39	7578-7587
Defendant's Exhibit 5L- May 2016 UBS account statement for accounts ending 34	40	7588-7603
Defendant's Exhibit 5M- Wells Fargo PMA Package account ending 5397 Statement from February 1, 2016 through February 29, 2016	40	7604-7613

<u>DOCUMENT</u>	<u>VOLUME</u>	<u>PAGE NO.</u>
Defendant's Exhibit 5N- Wells Fargo Checking account ending 8870 Statements from February 6, 2016 through March 7, 2016	40	7614-7616
Defendant's Exhibit 5O- Wells Fargo Visa account ending 1032 statements From January 16, 2016 through February 12, 2016	40	7617-7620
Defendant's Exhibit 5P- Wells Fargo Visa account ending 1032 statements From February 13, 2016 through March 15, 2016	40	7621-7625
Defendant's Exhibit 5Q- American Express Platinum account ending 9008 Statements from January 16, 2016 through February 23, 2016	40	7626-7636
Defendant's Exhibit 5R- American Express Platinum account ending 9008 Statements from February 24, 2016 through March 25, 2016	40	7637-7645
Defendant's Exhibit 5S- American Express Centurion account ending 3005 Statements from January 16, 2016 through February 14, 2016	40	7646-7659
Defendant's Exhibit 5T- American Express Centurion account ending 3005 Statements from February 15, 2016 through March 16, 2016	40	7660-7668
Defendant's Exhibit 5U- American Express Optima account ending 2003 Statements from January 19, 2016 through February 16, 2016	40	7669-7680
Defendant's Exhibit 5V- American Express Optima account ending 2003 Statements from February 17, 2016 through March 18, 2016	40	7681-7685
Defendant's Exhibit 5W- Master Card Black Card account ending 1588 Statements from February of 2016	40	7686-7691
Defendant's Exhibits 5X- Principle Life Insurance Company Statement of Coverage as of February 26, 2016	40	7692-7693
Defendant's Exhibits 5Y- Voja DaVita Retirement Savings Plan statement From 01/01/16 through 03/31/16	40	7694-7696
Defendant's Exhibits 5Z- DaVita Gambro Healthcare Executive Retirement Plan Benefit Statement from February of 2016	40	7697-7699
Defendant's Exhibit 6A- Cigna Health Savings Plan account balance of April 24, 2016	40	7700-7703
Defendant's Exhibit 6B- DaVita Stock Award Grant Statement, exercisable as of 06/01/16	40	7704-7705
Defendant's Exhibit 6C- Documents regarding sale of Ferrari	40	7706-7707

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Detailed Financial Disclosure Form filed on February 19, 2016	4	819-835
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Opposition to Plaintiff's Motion for an Order to Show Cause why Defendant Should not be Held in Contempt of Court for His Multiple Violations of the Joint Preliminary Injunction, for an Order Limiting Access and Payments from Community Accounts, and for Sanctions, Attorney's Fees and Costs; and Countermotion for Attorney's Fees and Costs filed on February 8, 2016	4	713-720
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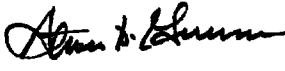
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Plaintiff's Exhibit 133- Gabrielle's Banana Republic Luxe X4713 Dated March 4, 2016	32	6024-6026

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CLERK OF THE COURT

DANIEL MARKS, ESQ.
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DISTRICT COURT
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI-KOGOD,
Plaintiff,

Case No. D-13-489442-D
Dept. No. Q

vs.

DENNIS KOGOD,
Defendant.


Date of Hearing: 10/14/2015
Time of Hearing: 9:00am

**MOTION FOR AN ORDER TO SHOW CAUSE TO HOLD GABRIELLE CIOFFI-KOGODIN
CONTEMPT FOR FAILURE TO COMPLY WITH THE DISCOVERY COMMISSIONERS
RECOMMENDATION REGARDING SERVICE OF JENNIFER CRUTE STEINER AND FOR
ATTORNEY'S FEES AND COSTS**

COMES NOW the Defendant Dennis Kogod, by and through his undersigned counsel, Daniel Marks, Esq., and Nicole M. Young, Esq., of the Law Office of Daniel Marks, and hereby moves for an Order to Show Cause to Hold Gabrielle Cioffi-Kogod in Contempt for Failure to Comply with the Discovery Commissioners Recommendation Regarding Service of Jennifer Crute Steiner and for Attorney's Fees and Costs. The grounds for Defendant's Motion are set forth in the following Memorandum of Points and Authorities.

DATED this 14 day of September, 2015.

LAW OFFICES OF DANIEL MARKS


DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
NICOLE M. YOUNG, ESQ.
Nevada State Bar No. 12659
610 South Ninth Street
Las Vegas, Nevada 89101
Attorneys for Defendant

1 **NOTICE OF MOTION**

2 TO: GABRIELLE CIOFFI-KOGOD, Plaintiff; and

3 TO: RADFORD SMITH, ESQ.; Counsel for Plaintiff.

4 PLEASE TAKE NOTICE that the undersigned counsel will bring the above and foregoing Motion,
5 for hearing before this Court on the 14 day of October, 2015, at the hour of 9:00am o'clock
6 a.M. y

7 DATED this 14 day of September, 2015.

8 LAW OFFICE OF DANIEL MARKS

9
10 DANIEL MARKS, ESQ.
11 Nevada State Bar No. 002003
12 NICOLE M. YOUNG, ESQ.
13 Nevada State Bar No. 12659
14 610 South Ninth Street
Las Vegas, Nevada 89101
Attorneys for Defendant

14 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 **I. FACTUAL BACKGROUND**

16 On June 11, 2015, Defendant Dennis Kogod (hereinafter "Dennis") filed his Motion to Stay
17 Service of Subpoena Duces Tecum and Notice of Deposition and for a Protective Order Prohibiting or
18 Limiting the Deposition of Jennifer Crute Steiner. On June 26, 2015, that motion was heard by the
19 Discovery Commissioner. During that hearing, the Court had the following exchange with counsel
20 regarding the service of Jennifer Crute Steiner:

21 THE COURT: Yeah, my question is this. Mr. Smith are - - are - - in deference to
22 Ms. Steiner, are - - is there some way that we can get Ms. Steiner
served so as not to embarrass her current husband?

23 MR. SMITH: Absolutely. That's - - in out opposition we had offered to Mr.
24 Jimmerson to serve here wherever she saw fit. We would - - we
would serve her - -

25 (See Transcript Re: All Pending Motions, before the Honorable Chris A. Beecroft, Jr., Friday, June 26,
26 2015, filed on July 9, 2015, attached hereto as Exhibit 1, at 15:2-8.)

27 It was then agreed that Ms. Steiner would be served in Provo, Utah, and Dennis' counsel would
28 coordinate the service of Ms. Steiner with Plaintiff GabrielleCioffi-Kogod's (hereinafter "Gabrielle")

1 counsel in order to avoid embarrassing Ms. Steiner.¹ (See Court Minutes from hearing held on June 26,
2 2015, attached hereto as Exhibit 2.)

3 Based on the fact that Dennis obtained new counsel shortly after that hearing, the dates of the
4 depositions that were discussed during that hearing were continued. Counsel for both parties worked
5 together to schedule the dates of the continued depositions, which consisted of scheduling dates and
6 times for approximately eight (8) different depositions, including Ms. Steiner. The presently scheduled
7 date and time for Ms. Steiner's deposition was coordinated between counsel. However, while Gabrielle
8 was able to coordinate the date and time of that deposition, she refused to cooperate with Dennis
9 regarding the service of Ms. Steiner for her deposition.

10 On August 10, 2015, Gabrielle emailed the Subpoena Duces Tecum and Notice of Deposition of
11 Jennifer Crute Steiner to Dennis. (See Exhibit 3.) The subpoena and notice that Dennis received on that
12 dates scheduled Ms. Steiner's deposition for October 1, 2015, in Provo, Utah. (See Exhibit 4.) At that
13 time, counsel for both parties agreed that Dennis would obtain the Acceptance of Service for Ms. Steiner
14 by August 31, 2015. (See Exhibit 5.) On September 1, 2015, Gabrielle served Dennis with another
15 Subpoena Duces Tecum and Notice of Deposition of Jennifer Crute Steiner. (See Exhibit 6.) The only
16 difference between this notice and the notice that was served on August 10, 2015, is the location of the
17 deposition. The August 10th notice set the deposition and place of service in Provo, Utah, which
18 complies with the Discovery Commissioner's recommendation. (See Exhibit 4.) The September 1st
19 notice changes the location and sets the deposition and place of service in Santa Barbara, California. (See
20 Exhibit 6.) This is exactly what the Discovery Commissioner wanted to avoid.

21 Dennis' counsel emailed Gabrielle's counsel on September 1, 2015, requesting they not serve
22 Ms. Steiner because he was still attempting to obtain the Acceptance of Service from her. (See Exhibit
23 7.) Gabrielle was less than cooperative. Dennis reassured her numerous times on September 1, 2015, that
24 he would send her the Acceptance of Service by September 8, 2015, at the latest. (See Exhibit 8.) Instead
25 of allowing the additional time, Gabrielle responded that she would still attempt to serve. (See Exhibit
26 8.) Dennis once again responded that Gabrielle would have the Acceptance of Service by Wednesday,

27
28 ¹ After reviewing the file in this case, it appears that the Discovery Commissioner's Report and Recommendations
was never drafted and/or filed.

1 September 8, 2015. (See Exhibit 8.)

2 On September 8, 2015, Ms. Steiner signed the Acceptance of Service and emailed it to
3 Gabrielle's counsel at approximately 7:30 p.m. (See Exhibit 9.) However, upon information and belief,
4 later that same night Ms. Steiner was served by a process server with the Subpoena while she was with
5 her husband. This is exactly what Dennis and the Discovery Commissioner sought to avoid. To make
6 matters worse, Gabrielle never called the process server to cancel service of the other subpoena that. On
7 Saturday, September 12, 2015, Ms. Steiner was once again served with a subpoena while she was with
8 her husband. On both occasions, it is believed, she was served at her home in Santa Barbara.

9 II. LEGAL ARGUMENT

10 Under NRS 22.010, "disobedience or resistance to any lawful writ, order, rule or process issued
11 by the court" constitutes contempt of court. NRS 22.010(3). An order for civil contempt must spell "out
12 the details of compliance in clear specific and unambiguous terms so that such person will readily know"
13 the exact duties and obligations imposed upon him. *Southwest Gas Corp. v. Flintkote Co.*, 99 Nev. 127,
14 131, 659 P.2d 861 (1983) (internal citations omitted). If found guilty of contempt, the court may impose
15 a fine not exceeding \$500.00 and/or imprisonment, not to exceed 25 days. NRS 22.100(2). The court
16 may also order the party found in contempt to pay the attorney fees and expenses incurred by the person
17 seeking enforcement of a court order. NRS 22.100(3).

18 In this case, the Discovery Commissioner's recommendation was clear. Ms. Steiner's deposition
19 would take place in Provo, Utah, and service on Ms. Steiner would be coordinated through Dennis'
20 counsel. Gabrielle violated both of those orders when she refused to cooperate with Dennis regarding the
21 service of Jennifer and scheduling the location of Ms. Steiner's deposition.

22 Further, this Court should issue an order to show cause regarding why Gabrielle intentionally
23 violated the recommendation made by the Discovery Commissioner. The entire purpose of that
24 recommendation was to avoid embarrassing Ms. Steiner and/or her husband. Now, Ms. Steiner has been
25 served not once, but two (2) times at her home in Santa Barbara in front of her husband. This is
26 completely unacceptable. It is clear that Gabrielle is taking the discovery process in this case further than
27 this Court envisioned. This intent is clear based on Gabrielle's blatant violation of the order regarding
28 service of Ms. Steiner. At this point, it is clear that Gabrielle does not really care about the legal issues,

1 but more about embarrassing Ms. Steiner and harassing Dennis.

2 Since, Gabrielle violated the recommendation of the Discovery Commissioner, this Court should
3 issue an order to show cause and sanction Gabrielle for that violation. Additionally, since it is believed
4 that Ms. Steiner has now been served with both subpoenas, this Court should order that the deposition
5 occur in Utah, if at all.

6 **III. CONCLUSION**

7 Based on the foregoing, this Court should issue an order to show cause to find Gabrielle in
8 contempt for violating the Discovery Commissioner's Recommendations, sanction Gabrielle for that
9 violation, and award Dennis attorney's fees and costs for having to file the instant motion. Also, in the
10 event that this Court find that Ms. Steiner must appear for her deposition, this Court should order that
11 the deposition take place in Provo, Utah.

12 DATED this 14 day of September, 2015.

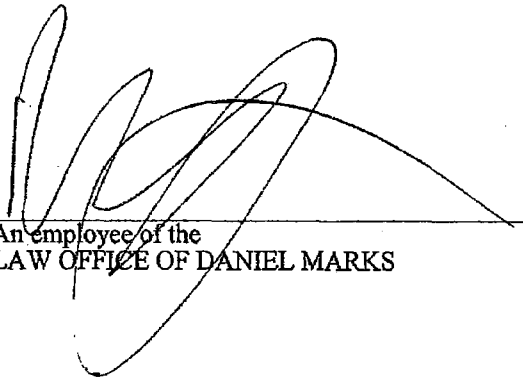
13 LAW OFFICE OF DANIEL MARKS

14
15 DANIEL MARKS, ESQ.
16 Nevada State Bar No. 002003
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19 610 South Ninth Street
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21 Attorneys for Defendant
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28

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 14 day of September, 2015, pursuant to NRCP 5(b) and Administrative Order 14-2, I electronically transmitted a true and correct copy of the above and foregoing **MOTION FOR AN ORDER TO SHOW CAUSE TO HOLD GABRIELLE CIOFFI-KOGOD IN CONTEMPT FOR FAILURE TO COMPLY WITH THE DISCOVERY COMMISSIONERS RECOMMENDATION REGARDING SERVICE OF JENNIFER CRUTE STEINER AND FOR ATTORNEY'S FEES AND COSTS** by way of Notice of Electronic Filing provided by the court mandated E-file as follows:

Radford J. Smith, Esq.
Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorney for Defendant



An employee of the
LAW OFFICE OF DANIEL MARKS

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI-KOGOD,
Plaintiff/Petitioner

-vs-

DENNIS KOGOD,
Defendant/Respondent

CASE NO. D-13-489442-D

DEPT. Q

**FAMILY COURT MOTION/OPPOSITION
FEE INFORMATION SHEET (NRS19.0312)**

Party Filing Motion/Opposition: ☐ Plaintiff/Petitioner ☒ Defendant/Respondent

**MOTION FOR AN ORDER TO SHOW CAUSE TO HOLD SHERYL DIAMOND IN
CONTEMPT FOR FAILURE TO APPEAR AT DEPOSITION AND FOR ATTORNEY'S
FEES AND COSTS**

Notice

Motions and Oppositions to
Motions filed after entry of
final Decree or Judgment
(pursuant to NRS 125,
125B & 125C)
are subject to the Re-open
Filing Fee of \$25.00, unless
specifically excluded.
(See NRS 19.0312)

Excluded Motions/Opposition

- ☒ Motions filed before final Divorce/Custody Decree entered
(Divorce/Custody Decree NOT final)
- ☐ Child Support Modification ONLY
- ☐ Motion/Opposition For Reconsideration (Within 10 day of Decree)
Date of Last Order _____
- ☐ Request for New Trial (Within 10 days of Decree)
Date of Last Order _____
- ☐ Other Excluded Motion _____
(Must be prepared to defend exclusion to Judge)

NOTE: If no boxes are checked, filing fee MUST be paid.

☐ Motion/Opp IS subject to \$25.00 filing fee ☒ Motion/Opp IS NOT subject to filing fee

Date: September 14, 2015

DANIEL MARKS
Printed Name of Preparer



Signature of Preparer

EXHIBIT “1”

FILED

JUL - 9 2015

Oliver J. Johnson
CLERK OF COURT

1 TRANS

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3 COPY

4
5 EIGHTH JUDICIAL DISTRICT COURT
6 FAMILY DIVISION
7 CLARK COUNTY, NEVADA
8

9 GABRIELLE CIOFFI-KOGOD,)
10 Plaintiff,)
11 vs.)
12 DENNIS L. KOGOD,)
13 Defendant.)
14

CASE NO. D-13-489442-D
DEPT. Q
(SEALED)

15 BEFORE THE HONORABLE CHRIS A. BEECROFT, JR.
16 DISTRICT COURT JUDGE

17 TRANSCRIPT RE: ALL PENDING MOTIONS

18 FRIDAY, JUNE 26, 2015

19 APPEARANCES:

20 For the Plaintiff:

RADFORD SMITH, ESQ.
GARIMA VARSHNEY, ESQ.
2470 St. Rose Pkwy., #206
Henderson, Nevada 89074
(702) 990-6448

22 For the Defendant:

JAMES JIMMERSON, ESQ.
MICHAEL FLAXMAN, ESQ.
415 S. Sixth St., #100
Las Vegas, Nevada 89101
(702) 388-7171

1 LAS VEGAS, NEVADA

FRIDAY, JUNE 26, 2015

2

PROCEEDINGS

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(THE PROCEEDINGS BEGAN AT 13:46:31)

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THE COURT: All right. This is case number
D-489442, Cioffi-Kogod versus Kogod. Can I have your
appearances, please?

MR. SMITH: Radford Smith, 2791, on behalf of
Gabrielle Kogod, the Plaintiff, who is to my right, Your
Honor. Also --

MS. VARSHNEY: Your Honor, Garima Varshney, bar
number 11878, also on behalf of the Plaintiff.

MR. JIMMERSON: Judge, good morning. Jim Jimmerson
and Michael Flaxman, of Jimmerson Hansen, on behalf of Dennis
Kogod. Mr. Kogod is not present.

THE COURT: Okay. Mr. Jimmerson, this is your
motion to stay service of a subpoena duces tecum for a
protective order --

MR. JIMMERSON: Thank you. This --

THE COURT: -- regarding the deposition of Jennifer
Crute Steiner.

MR. JIMMERSON: Thank you. This --

THE COURT: Now and by the way, Lady and Gentlemen,
I have read the briefs. I'm fully prepared to rule. I mean,

1 if -- unless you got something significant you want to add.

2 MR. JIMMERSON: The answer is I do, but with that in
3 mind, and just to supplement or augmentation not to repeat
4 this, I'm advised -- and Mr. Smith can tell you, but I'm
5 advised that the reason for noticing the deposition, at least
6 that's what they told me, and to give them the benefit of the
7 doubt, was not to embarrass Mr. Kogod but it was because they
8 saw certain financial transactions that -- from documents we
9 produced in credit cards involving the name Jennifer Steiner.
10 Okay.

11 The -- I investigated this and found that my client
12 may have had a relationship with her, personal as well as
13 business, in the time period of the fall of '14 to April or
14 May of '15. Okay. Because she's a married woman and has a
15 family, my client was asking that this deposition be precluded
16 or in the alternative that there would be arrangements made so
17 that she could be serving a manner that would be not effecting
18 her and her family.

19 We -- you saw that the necessity for this arises
20 after a 2.34 conference with Mr. Smith and his staff, but
21 demand that Ms. Steiner provide an affidavit of the threat
22 that she -- or the emotional response that she outburst to my
23 client relative to harming his future employment and existing
24 employment which I thought was a most unreasonable request.

1 That being said, this is what we're going to have.
2 After my client testifies on August 3, and this deposition was
3 scheduled to occur after August 3, there will be two things in
4 place by the time if Mr. Smith or Ms. Varshney or whoever
5 takes the deposition or asks the questions, they'll be my
6 client's sworn testimony with regard to the expenditures if
7 any that were involving Ms. Steiner.

8 Secondly, there will be the testimony that there is
9 no business relationship of any type. That is to say there's
10 no business, there's no assets, there's nothing acquired in
11 any type of a business that would affect community property in
12 place. And if necessary, Ms. Steiner would sign a similar
13 affidavit which is available here.

14 And there would be the production of all records
15 that we've already provided to Gabrielle Kogod that would
16 evidence what those dollars are. And I don't have the dollars
17 before you, but they can't exceed \$50,000, probably don't
18 exceed \$30,000 of which one-half we've already offered to Ms.
19 Kogod through counsel in the event of claiming waste.

20 And thirdly, and I think just as importantly. And
21 they -- they will have a report from our expert consultant
22 Melissa Antanassio with regard to detailing what expenditures
23 there are in the records between the parties.

24 This would do one of two things. This would either

1 satisfy Ms. Kogod through counsel, that they understand the --
2 the complete nature of any relationship whatever there may be,
3 business or otherwise. They do work in a -- in a -- Ms.
4 Steiner's business does business with DaVita and -- and
5 healthcare partners of which my client is an officer. And so
6 there is a reason to have a business relationship.

7 There will also be a complete disclosure with regard
8 to any financial dollars, the benefit of which is will be
9 given exclusively to Gabrielle and not to Dennis in terms of
10 reimbursement. And perhaps obviate the necessity of taking
11 this woman's deposition. That's what we believe would be. So
12 one piece of relief that you've read is this deposition --
13 service the deposition and the deposition be continued til
14 after August 3. It was already schedule to occur after August
15 3.

16 The second, in the event that you -- in the event
17 that Ms. Kogod still persists to take the deposition of Ms.
18 Steiner, I would like to ask you to one further hearing as to
19 why if the representations that I'm making to you are
20 fulfilled. That is to say if there's a complete disclosure of
21 what we have found and any documents, credit cards and the
22 like, all of which have been produced by the Defendant to the
23 Plaintiff. And that is the basis upon which they even
24 discovered the name or learned of the name. They'll have

1 proof that there's no business dealings. There's no asset to
2 the community here involved and the like.

3 But in the event that then you after another
4 hearing, a brief hearing like this one, would say no, I can't
5 say that there's not one question that is not probative or
6 within the main rule 26(b). Then Ms. Steiner -- I will be
7 made available at her business or her home in Provo, Utah to
8 give a deposition.

9 But in light of -- of the -- you know, I think the
10 reasonableness of their request and in light of the
11 unreasonable nature of demanding an affidavit, I think that it
12 would be a proper resolution. I would -- hopefully you would
13 agree.

14 If not, then they would have that deposition. She
15 would make herself available in Provo, Utah where she works
16 where her business is located where she has a home or -- or
17 property where most -- you know, home where she lives and they
18 can go forward.

19 But I don't think that the request of Ms. Kogod
20 through counsel satisfies Rule 26(b) and I do believe that
21 with accounting provided and the testimony of Mr. Kogod that
22 unless there's just malevolence in the heart of the Plaintiff
23 there's no reason to go further.

24 With that being said, they can establish something

1 that I don't know. They can establish something that hasn't
2 been disclosed to me potentially. I can't say never. I
3 didn't -- I don't think so because I'm familiar with the
4 documents that involve these two individuals and they can
5 convince you otherwise. That's the relief we're seeking.

6 I -- I just think that the demand that we provide an
7 affidavit of the threat that she made to harm Mr. Kogod's
8 business if her deposition was taken which was the nature of
9 the conversation, that was unreasonable. They could request.
10 Therefore, on fees it's unreasonable. We'll give -- I want to
11 say one thing. Unlike the -- the Dr. Gravley matter that we
12 have discussed before you and we may have -- you had another
13 issue on that coming up.

14 But unlike that in this particular case, the
15 Plaintiff was cooperative to not serve anything through today
16 and has tried to work with us in terms of trying to work this
17 out. But they're still persistent for the deposition, so
18 that's why we're here. But we don't have quite the edge in
19 this particular -- particular order as we had some months --
20 or some weeks ago. Thank you, sir.

21 THE COURT: Do we still have an October 19th trial
22 date?

23 MR. JIMMERSON: We do. Yes, Your Honor.

24 MR. SMITH: Yes.

1 THE COURT: Mr. Smith.

2 MR. JIMMERSON: And just so -- I think you know,
3 that Mr. Kogod's deposition is August 3. Thank you.

4 THE COURT: August 20th?

5 MR. JIMMERSON: 3, August 3. There's no despite of
6 Plaintiff on August 3.

7 THE COURT: Okay.

8 MR. JIMMERSON: It will go forward I anticipate on
9 that date.

10 MR. SMITH: We -- we didn't ask for an affidavit. I
11 don't know what Mr. Jimmerson is referring to. The June 9th
12 letter which is attached to the reply what you have indicates
13 that we just wanted some level of proof. We would assume
14 particularly in this state I mean that there would be some
15 sort of email communication or something along those lines.

16 I'm not aware of any rule or law that stands for the
17 proposition that Mr. Jimmerson provides. There is no rule
18 that says that because a deposition might be revealing or
19 publically embarrassing to anyone, that that would result in
20 the deposition not being taken. There are methods to avoid
21 that embarrassment or public dissemination of that and we
22 proposed that both in our original discussions to Mr.
23 Jimmerson.

24 It's hard to imagine the logic that has been

1 expressed only by Mr. Jimmerson. There is no evidence before
2 you a forum recognizable under our rules associated with
3 either Mr. Kogod's representations which have all come through
4 affidavits of Mr. Jimmerson or anything by Ms. Steiner as well
5 at all.

6 For all we know, Mr. Kogod is making anything up in
7 order to avoid conversations with Ms. Steiner that may lead to
8 other expenditures, other businesses, other relationships,
9 things he has said about our client about the relationship
10 with the previous mistress.

11 And again, Your Honor, let me remind you that the
12 amounts of money that Mr. Kogod has spent on these items is
13 not small. We're not talking about tens of thousands of
14 dollars. We're talking about millions of dollars.

15 So information that could lead to admissible
16 evidence associated with that kind of waste is clearly
17 apparent with Ms. Steiner. More important than, direct
18 evidence. Evidence of unauthorized gifts of community funds
19 are available through Ms. Steiner. So there's an adequate
20 basis not only to lead to the discovery of admissible
21 evidence, but actual evidence that would be part of the
22 analysis of the Court.

23 Limiting us to review of documents is the -- the law
24 that I'm not aware of. I'm not aware that you can proffer

1 documents in exchange for cross examination of testimony and
2 that should be sufficient. In fact, Mr. Jimmerson now does
3 exactly what I thought he was going to do, though not stated
4 in his original motion which by the way did not just seek to
5 continue the deposition. We have already agreed not to -- to
6 make the service until we can resolve the issue of the
7 confidentiality.

8 But he also now seeks to stop it from occurring
9 ever. And he also does exactly what I anticipated. And that
10 is he said well, if I can just give you an affidavit, that
11 should be sufficient. We have to remind ourselves of the
12 context in which this occurs Mr. Kogod for years has defrauded
13 Mrs. Kogod into believing that she should live a particular
14 lifestyle while he lives a very different and very glamorous
15 and very expensive lifestyle.

16 So there's not only the waste issue, but there is an
17 issue of waste that challenges the whole notion of Putterman
18 in which the Court said unequal spending cannot be the basis
19 for waste. In this case, we have something further. We have
20 fraud. We believe that was the reason it was important to get
21 Dr. Gravley's records because it's through those records.
22 It's through that confidences that he builds with Ms. Kogod
23 that he defrauded her. He said we're going to retire. You
24 need to safeguard this money. This is how you need to live.

1 While I go unbeknownst to you and live in a -- in a
2 four or \$5,000,000 mansion, buy Bentleys, live a lifestyle
3 with children I'm not going to tell you about. Those are the
4 context in which we find these allegations not made by sworn
5 affidavit of Mr. Kogod, I think that's revealing, but instead
6 by sworn affidavit of Mr. Jimmerson. I have no doubt in my
7 mind that as an advocate and as a person Mr. Jimmerson
8 believes what Mr. Kogod has told him. I don't believe the
9 Court should and there is no rule under which we are
10 prohibited from exploring those allegations.

11 THE COURT: Okay.

12 MR. JIMMERSON: May I just have a -- a very brief
13 reply? If not --

14 THE COURT: Sure.

15 MR. JIMMERSON: Thank you. You heard the
16 allegations of opposing counsel that this could be their
17 opening statement I suppose at time of trial before Judge
18 Duckworth, but there's fair amount of distance between
19 allegations and proof. They have their records involving Ms.
20 Steiner and they do not approach contrary to the
21 representation of counsel millions of dollars. They are much
22 less than the tens of thousands of dollars that we even heard.
23 They are limited as I've indicated at least below \$50,000, if
24 not, below \$30,000 and they have all the records. They don't

1 deny that, number one.

2 Number two, we specifically in our complaint -- in
3 our motion ask for prohibition of the deposition, the title
4 says prohibition of the title. So opposing counsel's
5 statement that this is a new request apparently ignores the
6 fundamental title and the words on the front page of the
7 motion.

8 And third, the only suggestion is not that there
9 would be an absolute preclusion of the deposition but that we
10 look to see where we are on August 3. There are certainly no
11 evidence that Mr. Kogod's representations made to our firm and
12 my in turn to you are anything other than absolutely accurate
13 with regard to Ms. Steiner. Thank you.

14 THE COURT: Now let -- let me get this straight
15 again. Mr. Kogod's deposition is scheduled for --

16 MR. JIMMERSON: August 3.

17 THE COURT: August 3rd.

18 MR. SMITH: Yes.

19 MR. JIMMERSON: And this deposition was scheduled
20 about two weeks later, wasn't that, Rad, about the 17th of
21 August?

22 MR. SMITH: No, it was scheduled in July. We have
23 now with the information that's been provided to you tried to
24 reach out to Ms. Steiner's lawyer. Or excuse me, Nadia's

1 lawyer. We've -- we've been have -- we've been forced to
2 rearrange things because of conflicts and schedules by Mr.
3 Jimmerson and the -- the now ex-girlfriend, I guess, the --
4 the one who lived the lifestyle in Beverly Hills and so forth.
5 So I don't -- I don't believe it was originally scheduled
6 after Dennis' deposition.

7 MR. JIMMERSON: Mr. Smith, you're getting an error.
8 I have the notice. August 6th was the deposition of Ms.
9 Steiner.

10 MS. VARSHNEY: Yeah, we scheduled it for in August.

11 MR. JIMMERSON: So I -- I don't know what you're
12 hearing on this side.

13 MR. SMITH: It was not August 17th.

14 MR. JIMMERSON: It was August -- I said it was two
15 weeks later, but I had to pull-up the notice. It was after
16 August 3. That's all I'm saying. It was not in July as you
17 told the Judge.

18 THE COURT: Okay.

19 MR. JIMMERSON: So anyway, the answer was it was
20 afterwards. That's why I said graciously it was after August
21 3. That's why we hope to have an answer for Mr. -- for Ms.
22 Kogod.

23 THE COURT: So has anybody been in contact with Ms.
24 Steiner?

1 MR. JIMMERSON: Not directly to my knowledge. And I
2 -- that's partially out of the kindness of Mr. Smith's
3 agreement with me not to do so.

4 MR. SMITH: What -- wait, I think Mr. --

5 MR. JIMMERSON: Until we have this hearing.

6 MR. SMITH: I think it -- the entire basis of the
7 motion is Mr. Kogod's representation to Mr. Jimmerson that
8 he's been in contact with Ms. Steiner --

9 MR. JIMMERSON: That's right.

10 MR. SMITH: -- and that Ms. Steiner has threatened
11 to destroy her own business and destroy his business.

12 MR. JIMMERSON: And she had made nothing about her
13 business. She did mention to harm my client, yes. That's
14 what --

15 MR. SMITH: No, that's in -- it's in your motion
16 that she threatened to harm her own business --

17 MR. JIMMERSON: Just like you said it was in a July
18 deposition. You're wrong about that too.

19 MR. SMITH: It's in your motion.

20 THE COURT: Well, I didn't -- I didn't quite gather
21 that.

22 MR. JIMMERSON: I said it would threaten his
23 position --

24 THE COURT: My -- my --

1 MR. JIMMERSON: -- with the company.

2 THE COURT: Yeah, my question is this. Mr. Smith,
3 are -- are -- in deference to Ms. Steiner, are -- is there
4 some way that we can get Ms. Steiner served so as not to
5 embarrass her current husband?

6 MR. SMITH: Absolutely. That's -- in our opposition
7 we had offered to Mr. Jimmerson to serve her wherever she saw
8 fit. We would -- we would serve her --

9 THE COURT: Well, that's -- but -- but how are we
10 going to know that if nobody makes contact with her?

11 MR. SMITH: Well, they've asked us not to make
12 contact --

13 MR. JIMMERSON: Correct.

14 MR. SMITH: -- with her, so --

15 MR. JIMMERSON: And to answer to your question would
16 be we would volunteer as I've just did it on today, again, if
17 you did see it the necessity for her depo, then I would ask
18 you to -- you know, hold that til after August 3. But that
19 being said, she would make herself available in Provo, Utah
20 where she has a home and where her business is located.

21 THE COURT: Okay. Where can she --

22 MR. JIMMERSON: And just to make it clear, we didn't
23 say her business would be destroyed. We said that she could
24 lose her position.

1 THE COURT: Then where can she most confidentially
2 be served?

3 MR. JIMMERSON: Provo, Utah, Your Honor. At an
4 agreed to time and place that I would provide to Mr. Smith.

5 THE COURT: Okay. All right. That's number one.
6 That will be agreed to.

7 MR. SMITH: Yeah, that's fine with me.

8 THE COURT: Pardon?

9 MR. SMITH: That's fine with us.

10 THE COURT: Okay. Number two, the timing of the
11 deposition. Is there any reason we can't do it after Mr.
12 Kogod's?

13 MR. SMITH: It was originally noticed after Mr.
14 Kogod's.

15 MS. VARSHNEY: Right. It's all being --

16 MR. SMITH: So --

17 THE COURT: So that --

18 MS. VARSHNEY: -- noticed on the 6th.

19 MR. SMITH: -- the answer is -- the answer is no.
20 Yeah, we can do it on the 6th.

21 THE COURT: Let's do it the 6th.

22 MR. SMITH: Okay.

23 THE COURT: Let's notice the deposition. We got
24 plenty of time. And you all have to give 15 days.

1 MR. SMITH: Yes.
2 MS. VARSHNEY: We have a domesticated --
3 MR. SMITH: We now have to domesticate it in Utah.
4 We understood that she --
5 THE COURT: Oh, is she in Utah?
6 MR. SMITH: Apparently so. We thought she was in
7 California.
8 MR. JIMMERSON: Provo.
9 THE COURT: Well, then I'm shortening the time. And
10 --
11 MR. JIMMERSON: Provo, Utah, Your Honor.
12 THE COURT: I'm shortening the time and I'm going to
13 require that she appear in the subpoena duces tecum I -- I
14 suspect you're going to serve on her.
15 MS. VARSHNEY: Yes, Your Honor.
16 THE COURT: It's going to notify her that the
17 deposition will be on August 6th. Will it be at your office,
18 Mr. Smith?
19 MR. SMITH: Well, it's actually according to Mr.
20 Jimmerson, she's not willing to appear here.
21 MR. JIMMERSON: It'll be in Provo, Utah and at any
22 -- we can find a court reporter who will have an office.
23 THE COURT: Okay. Well, that address --
24 MR. SMITH: And that shouldn't be a problem. Yeah.

1 THE COURT: -- will be agreed upon by both of you as
2 well.

3 MR. SMITH: Yeah.

4 THE COURT: Correct?

5 MR. SMITH: That's not a problem.

6 MS. VARSHNEY: So Your Honor, you're not going to
7 have to domesticate it or do we have to --

8 MR. JIMMERSON: No, as far as I'm concerned you
9 won't. Now hear me out. If she gets counsel or some other
10 issue, I'll let you know. But as far as I'm concerned, if the
11 Judge's ruling is to allow this to go forward, then I will get
12 her served with a Nevada Supreme -- and -- and then see what
13 she's going to do. If she says --

14 MS. VARSHNEY: So I'll just --

15 MR. SMITH: Like I said, you don't --

16 MR. JIMMERSON: -- you know --

17 MS. VARSHNEY: -- provide it to your office.

18 MR. JIMMERSON: -- I require domestication, then
19 you'll have to do that, yeah.

20 MS. VARSHNEY: So I'll provide it to your office,
21 Mr. Jimmerson?

22 MR. JIMMERSON: Yeah, I'm going to --

23 MS. VARSHNEY: Okay.

24 MR. JIMMERSON: I'm going to report today's hearing

1 of course and see what -- and -- and listen. If -- I'll --
2 I'll won't fool with you. If you need to domesticate it, I'll
3 tell you so.

4 MS. VARSHNEY: Okay.

5 THE COURT: All right.

6 MR. SMITH: Okay.

7 THE COURT: And I want that in the report and
8 recommendation as well.

9 MR. JIMMERSON: Okay. We'll prepare it.

10 THE COURT: In other words, we seem to be able to
11 communicate with one another, but let's just make sure --
12 ensure that it's contained in the report and recommendation.

13 MR. JIMMERSON: Will do that.

14 THE COURT: All right. Anything else?

15 MR. JIMMERSON: Yes, Your Honor.

16 MR. SMITH: I think that's it. Oh.

17 MR. JIMMERSON: Well, I just -- apparently you're --

18 THE COURT: Now -- now --

19 MR. JIMMERSON: Apparently you're denying --

20 THE COURT: -- I want --

21 MR. JIMMERSON: -- our motion, but I want an
22 opportunity to at least argue that the deposition would not be
23 necessary after they have the benefit of both the summary of
24 expenditures that may or may not have benefitted Ms. Steiner

1 and second, the deposition of Mr. Kogod on this issue. As
2 therefore precluding the necessity of imposing upon this
3 woman.

4 THE COURT: Okay. And -- and I appreciate that. I
5 know of no rule which precludes Mr. Smith from engaging in
6 this deposition especially in lieu -- in view of the
7 allegations of waste that have been made in the case. So no,
8 I'm going to deny any motion to preclude the deposition of Ms.
9 Steiner.

10 MR. JIMMERSON: I do want the Court to know of
11 course that under Rule 26(c) and Rule 45(c)(1), you have
12 plenty of authority to deny --

13 THE COURT: I --

14 MR. JIMMERSON: -- a deposition.

15 THE COURT: And --

16 MR. JIMMERSON: There is clearly the rules that
17 allow you to avoid unreasonable imposition of hardships on
18 people.

19 THE COURT: Right.

20 MR. JIMMERSON: So you certainly have the authority
21 and I know that you're exercising your choice now by today --

22 THE COURT: And --

23 MR. JIMMERSON: -- to recommend against that.

24 THE COURT: And here's why I'm doing what I'm doing

1 --

2 MR. JIMMERSON: Yes.

3 THE COURT: -- Mr. Jimmerson. I want the -- the
4 transcript of this deposition to be sealed and to be opened
5 only by an expert witness if that's -- do we have an expert
6 that needs to see this?

7 MR. SMITH: On both sides.

8 MR. JIMMERSON: I don't think so, but both sides
9 have designated one, yeah.

10 MR. SMITH: We -- we both have forensic experts.

11 THE COURT: Okay. Then they can be sealed only --
12 unsealed only for the purposes of review by the forensic
13 expert who are also subject to the confidentiality agreement.
14 They are not to disclose the content of the depositions to
15 anybody without further Court approval. Okay.

16 MR. JIMMERSON: Okay. Thank you.

17 MR. SMITH: Yeah, that's -- that's fine.

18 MR. JIMMERSON: And that includes today's transcript
19 as well, right, Your Honor?

20 Correct.

21 MR. SMITH: That's fine.

22 MR. JIMMERSON: All right.

23 MR. SMITH: Did -- did we -- did we enter a
24 confidentiality agreement? We should have.

1 THE COURT: Okay. Mr. Jimmerson, would you prepare
2 that report and recommendation, please?

3 MR. JIMMERSON: I'll do it. Yes, Your Honor.

4 THE COURT: Have Mr. Smith sign off.

5 MR. JIMMERSON: Thank you.

6 THE COURT: Thank you, gentlemen.

7 MR. JIMMERSON: Thank you.

8 MR. SMITH: Thank you.

9 THE COURT: And lady.

10 MS. VARSHNEY: Thank you.

11 THE COURT: Thank you.

12 (PROCEEDINGS CONCLUDED AT 14:07:02)

13 * * * * *

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

17
18 

19 Adrian N. Medrano

20

21

22

23

24

EXHIBIT “2”

D-13-489442-D

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

June 26, 2015

D-13-489442-D Gabrielle Rose Cioffi-Kogod, Plaintiff
vs.
Dennis L Kogod, Defendant.

June 26, 2015 1:30 PM All Pending Motions

HEARD BY: Beecroft, Chris A, Jr.

COURTROOM: Courtroom 24

COURT CLERK: Yvette Clayton

PARTIES:

Dennis Kogod, Defendant, Counter Claimant, James Jimmerson, Attorney, present
not present

Gabrielle Cioffi-Kogod, Plaintiff, Counter Radford Smith, Attorney, present
Defendant, present

JOURNAL ENTRIES

- DEFT'S MOTION TO STAY SERVICE OF SUBPOENA DUCES TECUM AND NOTICE OF DEPOSITION AND FOR A PROTECTIVE ORDER PROHIBITING OR LIMITING THE DEPOSITION OF JENNIFER CRUTE STEINER...PLTF'S OPPOSITION & COUNTERMOTION FOR ATTY'S FEES AND COSTS

Attorney Garima Varshney, Nevada Bar #11878, present with Plaintiff and attorney Radford Smith.
Attorney Michael Flaxman present with Attorney Jimmerson on behalf of Defendant..

Arguments by both Counsels regarding Ms. Steiner's deposition. It was confirmed Defendant's deposition was scheduled for 8/3/15. Mr. Jimmerson stated Ms. Steiner will make herself available for the deposition in Provo, Utah.

COMMISSIONER RECOMMENDED,

Both Counsels agreed Ms. Steiner will be served in Provo, Utah and Mr. Jimmerson will provide an agreed time and place. Defendant's deposition will take place on 8/6/15.

PRINT DATE:	07/10/2015	Page 1 of 3	Minutes Date:	June 26, 2015
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00238

Any motions to preclude the deposition will be denied.

The transcript of the Deposition shall be SEALED and to be opened only by an expert witness. The transcript can only be unsealed by the forensic expert, who will also be subject to the confidentiality and they are not to disclose the content of the Deposition to anybody without further Court approval, which includes today's transcript.

Mr. Jimmerson shall prepare the Report and Recommendation and Mr. Smith shall review, then SIGN OFF.

INTERIM CONDITIONS:

FUTURE HEARINGS:

Canceled: July 17, 2015 1:30 PM Motion to Stay

July 21, 2015 11:00 AM Status Check
Duckworth, Bryce C.
Courtroom 01

July 28, 2015 9:00 AM Settlement Conference
Duckworth, Bryce C.
Courtroom 01

Canceled: August 04, 2015 11:00 AM Calendar Call
Reason: Canceled as the result of a hearing cancel, Hearing Canceled Reason: Vacated - per Judge
Duckworth, Bryce C.
Courtroom 01

Canceled: August 17, 2015 1:30 PM Non-Jury Trial

Canceled: August 18, 2015 1:30 PM Non-Jury Trial

Canceled: August 19, 2015 1:30 PM Non-Jury Trial

Canceled: August 21, 2015 9:00 AM Non-Jury Trial

October 19, 2015 1:30 PM Non-Jury Trial
Duckworth, Bryce C.
Courtroom 01

October 20, 2015 1:30 PM Non-Jury Trial
Duckworth, Bryce C.
Courtroom 01

PRINT DATE:	07/10/2015	Page 2 of 3	Minutes Date:	June 26, 2015
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D-13-489442-D

October 21, 2015 1:30 PM Non-Jury Trial
Duckworth, Bryce C.
Courtroom 01









October 23, 2015 9:00 AM Non-Jury Trial
Duckworth, Bryce C.
Courtroom 01

PRINT DATE:	07/10/2015	Page 3 of 3	Minutes Date:	June 26, 2015
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EXHIBIT “3”

Nicole Young

From: Garima Varshney [gvarshney@radfordsmith.com]
Sent: Monday, August 10, 2015, 12:17 PM
To: Nicole Young
Cc: Daniel Marks; Gabrielle Cloffi-Kogod; Joe Leauanae; Jenny Allen; Jolene Hoeft; Radford Smith
Subject: RE: Kogod - Rescheduling of Depositions
Attachments: M Kogod.pdf; Marsha Kogod.pdf; P Murphy.pdf; S Kogod.pdf; Steiner.pdf; D Kogod.pdf; Dana Kogod.pdf; Kogod - Acceptance of Service - Steiner 8 10 15(d).pdf

 M Kogod.pdf (1,021 KB)
 Marsha Kogod.pdf (1 MB)
 P Murphy.pdf (994 KB)
 S Kogod.pdf (1 MB)
 Steiner.pdf (1,015 KB)
 D Kogod.pdf (519 KB)
 Dana Kogod.pdf (1 MB)
 Kogod - Acceptance of Service
Nicole:

Attached herewith please find all the Amended Notices of Depositions for -

1. Patricia Murphy: September 15, 2015 2. Sheldon Kogod: September 17, 2015 3. Dana Kogod: September 24, 2015 4. Marsha Kogod: September 25, 2015 5. Mitchell Kogod: September 26, 2015 (Saturday) 6. Dennis Kogod: September 28, 2015 7. Jennifer Steiner: October 1, 2015

As indicated before, Pat Murphy, Sheldon Kogod and Dennis Kogod will be in Las Vegas. Dana Kogod, Marsha Kogod and Mitchell Kogod will be in California. Jennifer Steiner will be in Utah. We will domesticate all subpoenas and serve them to all individuals, except Jennifer Steiner.

For Jennifer Steiner, attached herewith please find the Acceptance of Service. Please have Ms. Steiner sign the Acceptance and provide it to us by August 17, 2015. In the absence of receiving the signed Acceptance from your office by August 17, we will domesticate the Subpoena in Utah and serve Ms. Steiner.

-Garima

Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

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This message is intended for the use of the individual or entity to which it is addressed and may contain attorney/client information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email or by telephone (702) 990-6448, and immediately delete this message and all its attachments.

-----Original Message-----

From: Nicole Young [mailto:nyoung@danielmarks.net]
Sent: Monday, August 10, 2015 9:14 AM
To: Garima Varshney <gvarshney@radfordsmith.com>
Subject: RE: Kogod - Rescheduling of Depositions

Garima:

I spoke with Dan over the weekend, and he cannot do September 1 or 2. His calendar is free on September 3, 4, 8 and 11.

Nicole M. Young, Esq.
Associate Attorney
LAW OFFICE OF DANIEL MARKS
610 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 386-0536
Facsimile: (702) 386-6812

-----Original Message-----

From: Garima Varshney [mailto:gvarshney@radfordsmith.com]
Sent: Friday, August 07, 2015 4:48 PM
To: Nicole Young
Cc: Radford Smith; Gabrielle Cioffi-Kogod; Joe Leauanae; Jenny Allen; office; Jolene Hoeft
Subject: Kogod - Rescheduling of Depositions

Nicole:

Based on your email from today's date, here are the final dates -

1. Patricia Murphy: In Las Vegas on September 15, 2015 2. Sheldon Kogod: In Las Vegas on September 17, 2015 3. Dana Kogod: In California on September 24, 2015 4. Marsha Kogod: In California on September 25, 2015 5. Mitchell Kogod: In California on September 26, 2015 (Saturday) 4. Dennis Kogod: In Las Vegas on September 28, 2015 6. Jennifer Steiner: In Provo, Utah on October 1, 2015

I will be filing amended notices, re-domesticating the subpoenas and serving all deponents. Due to the issue of enforceability of a subpoena that seeks deposition of a California resident in Las Vegas, except for Dennis Kogod and Jennifer Steiner, in my Subpoena, I will list Jaffe and Clemens as the location for all depositions. You may want to contact the deponents who are coming to Las Vegas to tell them that it's in our office so that there is no confusion.

I will wait to hear from you regarding Nadya's deposition on September 1 or 2. For Jennifer Steiner, I will domesticate the subpoena in Utah with the location of deposition in Utah. I will provide you with an Acceptance of Service for Ms. Steiner's signature within a certain timeframe. Should Ms. Steiner fail to sign the Acceptance within that timeframe, we will serve the subpoena on her.

Please let me know if there are any questions.

-Garima

Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

NOTICE

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recipient or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email or by telephone (702) 990-6448, and immediately delete this message and all its attachments.

EXHIBIT “4”

1 CC03
2 RADFORD J. SMITH, CHARTERED
3 RADFORD J. SMITH, ESQ.
4 Nevada Bar No. 002791
5 GARIMA VARSHNEY, ESQ.
6 Nevada Bar No. 011878
7 2470 St. Rose Parkway, Suite 206
8 Henderson, NV 89074
9 Telephone: (702) 990-6448
10 Facsimile: (702) 990-6456
11 rsmith@radfordsmith.com
12 Attorneys Plaintiff

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DISTRICT COURT
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI - KOGOD,

Plaintiff,

v.

DENNIS KOGOD,

Defendant.

CASE NO.: D-13-489442-D

DEPT NO.: G

FAMILY DIVISION

SUBPOENA DUCES TECUM

THE STATE OF NEVADA SENDS GREETINGS TO:

Jennifer Crute Steiner
Chief Executive Officer
Innerchange
661 Technology Avenue
Orem, Utah 84097-6209

YOU ARE HERBY COMMANDED that all and singular, business and excuses set aside, you appear and attend on the 1st day of October, 2015, at the hour of 10:00 a.m. at the offices of Howard Lewis & Petersen PC, 120 E. 300 N., Provo, Utah 84606. Your attendance is required to give video-taped testimony and/or produce and permit inspection and copying of designated books, documents or tangible things in your possession, custody or control or to permit inspection of premises. You are required to

1 bring with you at the time of your appearance any items set forth below. If you fail to attend, you may be
2 deemed guilty of contempt of Court and liable to pay all losses and damages caused by your failure to
3 appear. Please see Exhibit "A-1" attached hereto for information regarding the rights of the person
4 subject to this Subpoena.
5

6 Dated this 10 day of August, 2015.

7 RADFORD J. SMITH, CHARTERED

8 *Garima Varshney*
9 RADFORD J. SMITH, ESQ.
Nevada State Bar No. 002791
10 GARIMA VARSHNEY, ESQ.
Nevada State Bar No. 011878
11 2470 St. Rose Parkway, Suite 206
12 Henderson, Nevada 89074
(702) 990-6448
13 *Attorney for Plaintiff*

1
2 **ITEMS TO BE PRODUCED**
3

4 Dates of Service: 2010 to present

5 1. Any and all correspondence sent and received by you, whether in the form of emails,
6 letters, text messages, social media websites or voice messages, from Dennis Kogod. In responding,
7 please include copies of any and all emails and text messages in your inbox, trash folder, sent folder,
8 drafts folder, spam folder, junk folder, and any unpurged deleted emails remaining on any server within
9 your control.
10

11 2. Any and all documents evidencing any vacations or trips taken by you or Dennis Kogod or
12 any other individual at the direction or request from Dennis Kogod or at the direction or request of any
13 other individual on behalf of Dennis Kogod for the above-referenced time frame including, but not limited
14 to, all documents evidencing the following -
15

- 16 - Date of departure;
17 - Date of return;
18 - Destination
19 - Nature of trip (i.e. business, personal vacation, etc.);
20 - Airlines utilized for travel; and
21 - Cost of travel.
22

23 3. Documents evidencing any and all lawsuits, whether civil or criminal, in which you have
24 been involved for the time frame set forth above, with Dennis Kogod.
25

26 4. Please produce any and all documents evidencing any and all property or assets acquired
27 through or attributable to any rents, issues, and profits from any gifts received or given by Dennis Kogod
28

1 for a period beginning January 1, 2010, through the date you appear for your deposition.

2 5. For all real and personal property, tangible or intangible, that you have purchased either
3 individually or jointly with Dennis Kogod since January 1, 2010, please provide all documents
4 establishing the name(s) in which the property is titled, the purchase price of the property, your
5 contribution to the purchase of the property, the fair market value of the property, and the amount, if any,
6 owed against the property.
7

8 6. Please produce all documents evidencing any receipt of gifts, or the transfer or conveyance
9 of any property intended as a gift by Dennis Kogod to you, with a value greater than \$300.00, during any
10 period on or after January 1, 2010, including any and all documents establishing the value of the gift,
11 including receipts, appraisals, estimates, or other indicia of value.
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EXHIBIT "A"
NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) **Protection of Persons Subject to Subpoena.**

(1) A party of an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception of waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) **Duties in Responding to Subpoena.**

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

1 NOTC
2 RADFORD J. SMITH, ESQ.
3 Nevada Bar No. 002791
4 GARIMA VARSHNEY, ESQ.
5 Nevada Bar No. 011878
6 2470 St. Rose Parkway, Suite 206
7 Henderson, NV 89074
8 Telephone: (702) 990-6448
9 Facsimile: (702) 990-6456
10 rsmith@radfordsmith.com
11 Attorneys Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

12 GABRIELLE CIOFFI - KOGOD,

13 Plaintiff,

14 v.

15 DENNIS KOGOD,

16 Defendant.

CASE NO.: D-13-489442-D
DEPT NO.: G

FAMILY DIVISION

NOTICE OF DEPOSITION OF
JENNIFER CRUTE STEINER

17 TO: DENNIS KOGOD, Defendant; and,

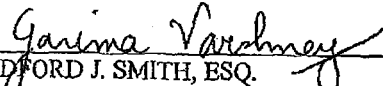
18 TO: DANIEL MARKS, ESQ., Attorney for Defendant

19 PLEASE TAKE NOTICE that on the 1st day of October, 2015, at the hour of 10:00 a.m., at offices
20 of Howard Lewis & Petersen PC, 120 E. 300 N., Provo, Utah 84606, attorney for Plaintiff herein, will take
21 the video-taped deposition of Jennifer Crute Steiner, upon oral examination, pursuant to Rules 26 and 30
22 of the Nevada Rules of Civil Procedure, before a Notary Public, or before some other officer authorized
23 by the law to administer oaths.
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1 Oral examination will continue from day to day until completed and shall be recorded by sound,
2 and/or sound-and-visual, and/or stenographic means. You are invited to attend and cross-examine.

3 Dated this 10th day of August 2015.

4 RADFORD J. SMITH, CHARTERED
5

6
7 
8 RADFORD J. SMITH, ESQ.
9 Nevada State Bar No. 002791
10 GARIMA VARSHNEY, ESQ.
11 Nevada State Bar No. 011878
12 2470 St. Rose Parkway, Suite 206
13 Henderson, Nevada 89074
14 (702) 990-6448
15 *Attorney for Plaintiff*
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1 CERTIFICATE OF SERVICE

2 I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm"). I am over the
3 age of 18 and not a party to the within action.
4

5 I served the foregoing document described as "NOTICE OF DEPOSITION OF JENNIFER
6 CRUTE STEINER" on this 10th day of August, 2015, to all interested parties by way of the Eighth
7 Judicial District Court's electronic filing system.
8

9 DANIEL MARKS, ESQ.
10 LAW OFFICE OF DANIEL MARKS
11 610 South Ninth Street
12 Las Vegas, Nevada 89101
13 (702) 386-0536
14 *Attorneys for Defendant*

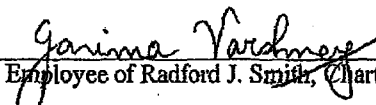
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16 An Employee of Radford J. Smith, Chartered
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EXHIBIT “5”

Nicole Young

From: Garima Varshney [gvarshney@radfordsmith.com]
Sent: Monday, August 10, 2015 3:46 PM
To: Nicole Young
Cc: Gabrielle Cioffi-Kogod
Subject: RE: Kogod - Fourth Amended Subpoena Duces Tecum and Notice of Deposition for Nadya Khapsalis
Nicole:

Yes, August 31st is fine for Ms. Steiner's Acceptance of Service. I'll calendar.

We'll mail the signed original Stipulation and Order.

-Garima

Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

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From: Nicole Young [mailto:nyoung@danielmarks.net]
Sent: Monday, August 10, 2015 3:36 PM
To: Garima Varshney <gvarshney@radfordsmith.com>
Subject: RE: Kogod - Fourth Amended Subpoena Duces Tecum and Notice of Deposition for Nadya Khapsalis

Hi Garima:

We can vacate the hearing on that motion. I have attached a stipulation and order vacating that hearing to this email. Please sign and return to my office.

Also, Dennis just informed me that Jennifer is out of town until August 23rd, so she will not be able to sign the Acceptance of Service until she returns. I think we can have it signed by August 31 at the latest.

Please let me know if you have any questions.

Thanks!

9/14/2015

Nicole

Nicole M. Young, Esq.
Associate Attorney
LAW OFFICE OF DANIEL MARKS
610 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 386-0536
Facsimile: (702) 386-6812

From: Garima Varshney [mailto:gvarshney@radfordsmith.com]
Sent: Monday, August 10, 2015 2:29 PM
To: Nicole Young
Cc: Gabrielle Cloffi-Kogod
Subject: Kogod - Fourth Amended Subpoena Duces Tecum and Notice of Deposition for Nadya Khapsalis

Nicole:

Attached herewith please find the Fourth Amended Subpoena Duces Tecum and Notice of Deposition for Nadya Khapsalis. Based on the revised Subpoena, please advise if you are willing to vacate the Motion for Protective Order filed on August 3. If you are willing to vacate it, then please provide us with a notice. If not, then we'll put together our response.

I wait to hear from you.

Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

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9/14/2015

00256

EXHIBIT “6”

1 NOTC

2 RADFORD J. SMITH, ESQ.
3 Nevada Bar No. 002791
4 GARIMA VARSHNEY, ESQ.
5 Nevada Bar No. 011878
6 2470 St. Rose Parkway, Suite 206
7 Henderson, NV 89074
8 Telephone: (702) 990-6448
9 Facsimile: (702) 990-6456
10 rsmith@radfordsmith.com
11 Attorneys Plaintiff

12
13 DISTRICT COURT
14 CLARK COUNTY, NEVADA

15 GABRIELLE CIOFFI - KOGOD,

16 Plaintiff,

17 v.

18 DENNIS KOGOD,

19 Defendant.

CASE NO.: D-13-489442-D
DEPT NO.: G

FAMILY DIVISION

20 NOTICE OF DEPOSITION OF
21 JENNIFER CRUTE STEINER 15

22 TO: DENNIS KOGOD, Defendant; and,

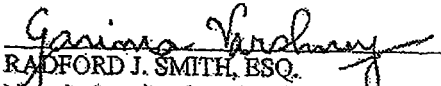
23 TO: DANIEL MARKS, ESQ., Attorney for Defendant

24 PLEASE TAKE NOTICE that on the 1st day of October, 2015, at the hour of 10:00 a.m., at offices
25 of McDaniel Reporting, 21 East Carrillo Street, Suite 190, Santa Barbara, California 93101, attorney for
26 Plaintiff herein, will take the deposition of Jennifer Crute Steiner, upon oral examination, pursuant to
27 Rules 26 and 30 of the Nevada Rules of Civil Procedure, before a Notary Public, or before some other
28 officer authorized by the law to administer oaths.

1 Oral examination will continue from day to day until completed and shall be recorded by sound,
2 and/or sound-and-visual, and/or stenographic means. You are invited to attend and cross-examine.

3 Dated this 18 day of September, 2015.

4
5 RADFORD J. SMITH, CHARTERED

6
7 
8 RADFORD J. SMITH, ESQ.

9 Nevada State Bar No. 002791

10 GARIMA VARSENEY, ESQ.

11 Nevada State Bar No. 011878

12 2470 St. Rose Parkway, Suite 206

13 Henderson, Nevada 89074

14 (702) 990-6448

15 Attorney for Plaintiff
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5 I served the foregoing document described as "NOTICE OF DEPOSITION OF JENNIFER
6 CRUTE STEINER" on this 18th day of September, 2015, to all interested parties by way of the Eighth
7 Judicial District Court's electronic filing system.

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1 CC03

2 RADFORD J. SMITH, CHARTERED

3 RADFORD J. SMITH, ESQ.

4 Nevada Bar No. 002791

5 GARIMA VARSHNEY, ESQ.

6 Nevada Bar No. 011878

7 2470 St. Rose Parkway, Suite 206

8 Henderson, NV 89074

9 Telephone: (702) 990-6448

10 Facsimile: (702) 990-6456

11 rsmith@radfordsmith.com

12 Attorneys Plaintiff

13
14 DISTRICT COURT
15 CLARK COUNTY, NEVADA

16 GABRIELLE CIOFFI - KOGOD,

17 Plaintiff,

18 v.

19 DENNIS KOGOD,

20 Defendant.

CASE NO.: D-13-489442-D

DEPT NO.: G

FAMILY DIVISION

21
22 SUBPOENA DUCES TECUM

23 THE STATE OF NEVADA SENDS GREETINGS TO:

24 Jennifer Crute Steiner

25 2330 Chapala Street

26 Santa Barbara, California 93105-3909

27 YOU ARE HERBY COMMANDED that all and singular, business and excuses set aside, you
28 appear and attend on the 1st day of October, 2015, at the hour of 10:00 a.m. at the offices of McDaniel

Reporting, 21 East Carrillo Street, Suite 190, Santa Barbara, California 93101. Your attendance is

required to give testimony and/or produce and permit inspection and copying of designated books,

documents or tangible things in your possession, custody or control or to permit inspection of premises.

You are required to bring with you at the time of your appearance any items set forth below. If you fail to

1 attend, you may be deemed guilty of contempt of Court and liable to pay all losses and damages caused by
2 your failure to appear. Please see Exhibit "A-1" attached hereto for information regarding the rights of
3 the person subject to this Subpoena.

4 Dated this 2 day of September, 2015.

5 RADFORD J. SMITH, CHARTERED

6 *Garima Varshney*
7 RADFORD J. SMITH, ESQ.
8 Nevada State Bar No. 002791
9 GARIMA VARSHNEY, ESQ.
10 Nevada State Bar No. 011878
11 2470 St. Rose Parkway, Suite 206
12 Henderson, Nevada 89074
13 (702) 990-6448
14 Attorney for Plaintiff

1
2 **ITEMS TO BE PRODUCED**
3

4 Dates of Service: 2010 to present

5 1. Any and all correspondence sent and received by you, whether in the form of emails,
6 letters, text messages, social media websites or voice messages, from Dennis Kogod. In responding,
7 please include copies of any and all emails and text messages in your inbox, trash folder, sent folder,
8 drafts folder, spam folder, junk folder, and any unpurged deleted emails remaining on any server within
9 your control.
10

11 2. Any and all documents evidencing any vacations or trips taken by you or Dennis Kogod or
12 any other individual at the direction or request from Dennis Kogod or at the direction or request of any
13 other individual on behalf of Dennis Kogod for the above-referenced time frame including, but not limited
14 to, all documents evidencing the following -
15

- 16 - Date of departure;
17 - Date of return;
18 - Destination
19 - Nature of trip (i.e. business, personal vacation, etc.);
20 - Airlines utilized for travel; and
21 - Cost of travel.
22

23 3. Documents evidencing any and all lawsuits, whether civil or criminal, in which you have
24 been involved for the time frame set forth above, with Dennis Kogod.
25

26 4. Please produce any and all documents evidencing any and all property or assets acquired
27 through or attributable to any rents, issues, and profits from any gifts received or given by Dennis Kogod
28

1 for a period beginning January 1, 2010, through the date you appear for your deposition.

2 5. For all real and personal property, tangible or intangible, that you have purchased either
3 individually or jointly with Dennis Kogod since January 1, 2010, please provide all documents
4 establishing the name(s) in which the property is titled, the purchase price of the property, your
5 contribution to the purchase of the property, the fair market value of the property, and the amount, if any,
6 owed against the property.
7

8 6. Please produce all documents evidencing any receipt of gifts, or the transfer or conveyance
9 of any property intended as a gift by Dennis Kogod to you, with a value greater than \$300.00, during any
10 period on or after January 1, 2010, including any and all documents establishing the value of the gift,
11 including receipts, appraisals, estimates, or other indicia of value.
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EXHIBIT "A"
NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) Protection of Persons Subject to Subpoena.

(1) A party of an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception of waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

EXHIBIT “7”

Nicole Young

From: Nicole Young
Sent: Tuesday, September 01, 2015 1:41 PM
To: 'Garima Varshney'
Subject: Kogod v. Kogod- Depo of Steiner
Hi Garima:

Please hold off on serving Jennifer with the subpoena for her deposition. We will work on getting an Acceptance of Service from her.

Thanks!
Nicole

Nicole M. Young, Esq.
Associate Attorney
LAW OFFICE OF DANIEL MARKS
610 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 386-0536
Facsimile: (702) 386-6812

9/14/2015

00267

EXHIBIT “8”

Nicole Young

From: Garima Varshney [gvarshney@radfordsmith.com]
Sent: Wednesday, September 02, 2015 5:04 PM
To: Nicole Young
Cc: Gabrielle Cioffi-Kogod; Radford Smith
Subject: FW: Kogod - Deposition of Jennifer Steiner

Nicole:

In response to your two emails below, as indicated before, if we get the acceptance from your office, great. Once we receive the acceptance, we'll ask our process servers to stop service. Until then, we'll continue to take steps to serve Ms. Steiner.

-Garima

Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

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-----Original Message-----

From: Nicole Young [mailto:nyoung@danielmarks.net]
Sent: Wednesday, September 02, 2015 4:03 PM
To: Garima Varshney <gvarshney@radfordsmith.com>
Subject: RE: Kogod - Deposition of Jennifer Steiner

Dennis just informed me that he can get the Acceptance to me on Wednesday morning.

Nicole M. Young, Esq.
Associate Attorney
LAW OFFICE OF DANIEL MARKS
610 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 386-0536
Facsimile: (702) 386-6812

-----Original Message-----

From: Nicole Young
Sent: Wednesday, September 02, 2015 3:24 PM
To: 'Garima Varshney'
Subject: RE: Kogod - Deposition of Jennifer Steiner

Garima:

After speaking with Dennis, I believe he should have the Acceptance of Service by late-Tuesday, which is after the Labor Day holiday. I believe I should be able to get it to you by Wednesday or Thursday. I should also be able to let you know where that deposition will take place.

Nicole M. Young, Esq.
Associate Attorney
LAW OFFICE OF DANIEL MARKS
610 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 386-0536
Facsimile: (702) 386-6812

-----Original Message-----

From: Garima Varshney [mailto:gvarshney@radfordsmith.com]
Sent: Wednesday, September 02, 2015 10:16 AM
To: Nicole Young
Cc: Daniel Marks; Gabrielle Cioffi-Kogod; Radford Smith
Subject: Kogod - Deposition of Jennifer Steiner

Nicole:

We don't know where Ms. Steiner is. Per Mr. Jimmerson, she has an office in Utah and lives in California. So we are going to serve her in both places. Deposition will be conducted wherever she is served first. If we receive your Acceptance of Service prior to the domestication and service, then I'll tell our process servers to cease service. Otherwise, the service will go forward.

-Garima

Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

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-----Original Message-----

From: Nicole Young [mailto:nyoung@danielmarks.net]
Sent: Wednesday, September 02, 2015 10:08 AM
To: Garima Varshney <gvarshney@radfordsmith.com>
Subject: RE: FW: Kogod - UBS Transfer on Death Registration

Garima:

I spoke to Dennis and he said that we will be able to get her to sign the Acceptance of Service. He said that he should be able to get it on Tuesday, September 8, 2015. However, I am confused regarding where this deposition is going to take place. The first notice we received states that the deposition will take place in Provo, Utah on October 1, 2015, at 10:00 am. The second notice states that it will take place in California on the same date and time. Obviously we cannot be in two places at once. Is there a reason why it has been noticed for two different locations?

Nicole M. Young, Esq.
Associate Attorney

LAW OFFICE OF DANIEL MARKS
610 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 386-0536
Facsimile: (702) 386-6812

-----Original Message-----

From: Garima Varshney [mailto:gvarshney@radfordsmith.com]
Sent: Tuesday, September 01, 2015 4:37 PM
To: office; Nicole Young
Cc: Gabrielle Cioffi-Kogod
Subject: RE: FW: Kogod - UBS Transfer on Death Registration

Dan and Nicole:

Let me address Nicole's email today in which she again requested that we do not serve Ms. Steiner and that we wait for an acceptance of service from her.

Mr. Jimmerson already filed a protective order regarding Ms. Steiner which was denied at the hearing before discovery commissioner on June 26. Nicole asked for an extension until August 31 to provide us the Acceptance of Service which we agreed to as a courtesy to your office. It has now been more than two months since that Order, and we still do not have an acceptance of service from Ms. Steiner. We are not amenable to waiting any longer.

Domestication of the subpoena will take a few days. Once domesticated, under California Law, we need to provide Ms. Steiner a 20 day notice. Under Utah Law, we need to provide Ms. Steiner a 14 day notice. The deposition is scheduled for October 1. For these reasons, we are not willing to delay the service any longer.

-Garima

Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Pkwy., Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

EXHIBIT “9”

Nicole Young

From: Dlk [dlkogod@gmail.com]
Sent: Monday, September 14, 2015 3:20 PM
To: Nicole Young
Subject: Fwd: Acceptance of Service
Attachments: Acceptance of Service_Steiner_9815.pdf; ATT00001.htm

Dennis Kogod
President, HealthCare Partners
CEO, Davita HealthCare Partners International
Davita HealthCare Partners Inc.

1-310-536-2777 (office)
1-949-285-8969 (cell)

Sent from my iPhone

Without the benefit of spell check, so apologies for any typos!

Begin forwarded message:

From: Jennifer Steiner <jennifer.crute.steiner@gmail.com>
Date: September 8, 2015 at 7:26:37 PM PDT
To: rsmith@radfordsmith.com
Subject: Acceptance of Service

Please see attached and signed document.

- Jennifer Steiner

9/14/2015

00273

1 ACSR

2 RADFORD J. SMITH, CHARTERED

3 RADFORD J. SMITH, ESQ.

4 Nevada Bar No. 002791

5 GARIMA VARSHNEY, ESQ.

6 Nevada Bar No. 011878

7 2470 St. Rose Parkway, Suite 206

8 Henderson, NV 89074

9 Telephone: (702) 990-6448

10 Facsimile: (702) 990-6456

11 rsmith@radfordsmith.com

12 Attorneys Plaintiff

13
14 DISTRICT COURT
15 CLARK COUNTY, NEVADA

16 GABRIELLE CIOFFI - KOGOD,

17 Plaintiff,

18 v.

19 DENNIS KOGOD,

20 Defendant.

CASE NO.: D-13-489442-D


DEPT NO.: G

FAMILY DIVISION

21
22 ACCEPTANCE OF SERVICE

23 ACCEPTANCE OF SERVICE is hereby acknowledged this 8 day of ^{September}~~August~~, 2015, of

24 Plaintiff's SUBPOENA DUCES TECUM AND NOTICE OF DEPOSITION OF JENNIFER CRUTE
25 STEINER.

26
27
28


Jennifer Crute Steiner
Chief Executive Officer
Innerchange

661 Technology Avenue
Orem, Utah 84097-6209

86 N. University Ave #450
Provo, UT 84601

FILED

DEC 29 2016

Alvin L. Johnson
CLERK OF COURT

1 TRANS

2
3 COPY

4
5 EIGHTH JUDICIAL DISTRICT COURT

6 FAMILY DIVISION

7 CLARK COUNTY, NEVADA

8
9 GABRIELLE CIOFFI-KOGOD,)

10 Plaintiff,)

CASE NO. D-13-489442-D

11 vs.)

DEPT. Q

12 DENNIS L. KOGOD,)

13 Defendant.)

14
15 BEFORE THE HONORABLE BRYCE C. DUCKWORTH
DISTRICT COURT JUDGE

16 TRANSCRIPT RE: MOTION TO STAY

17 WEDNESDAY, SEPTEMBER 21, 2016

18 APPEARANCES:

19 The Plaintiff:
For the Plaintiff:

GABRIELLE ROSE CIOFFI-KOGOD
RADFORD SMITH, ESQ.
2470 St. Rose Pkwy., #206
Henderson, Nevada 89074
(702) 990-6448

22 For the Defendant:

DANIEL MARKS, ESQ.
NICOLE YOUNG, ESQ.
610 S. 9th St.
Las Vegas, Nevada 89101
(702) 386-0536

1 LAS VEGAS, NEVADA

WEDNESDAY, SEPTEMBER 21, 2016

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

3 (THE PROCEEDINGS BEGAN AT 09:03:00)

4

5 THE COURT: We -- we are on the record in the
6 Cioffi-Kogod matter case. D-13-489442-D. Please confirm your
7 appearances.

8 MR. SMITH: Radford Smith, 2791, on behalf of Ms.
9 Cioffi-Kogod, who's to my right.

10 THE COURT: Good morning.

11 MR. MARKS: Your Honor, Daniel Marks and Nicole
12 Young for Mr. Kogod, who's not present.

13 THE COURT: Good morning.

14 MR. SMITH: As a housekeeping matter, Your Honor, I
15 was informed of this hearing yesterday at 5:19. I am actually
16 scheduled to be in trial. Ms. Varshney is away. She's been
17 away for some period of time and it simply wasn't calendared.
18 So I'm going to make a request the Court allow me -- we --
19 we're not executing on any of the property that's sought under
20 the stay and I was going to ask the Court for a brief
21 continuance. I've discussed this with Mr. Marks. He can
22 state his position on the record, but for a brief continuance
23 in order to address the issue of the stay.

24 If the Court finds that that's not an adequate or

1 it's not an excusable neglect, I still believe that there are
2 issues in the -- the motion that's before the Court today that
3 we would ask for a brief continuance based upon inadvertence.
4 I think I've been before this Court many, many times. I've
5 never had this occur. It simply just wasn't on the calendar,
6 and that's the problem, so.

7 THE COURT: Okay.

8 MR. MARKS: Your Honor, I talked to Mr. Smith late
9 last night. Apparently he told me that he just found out.
10 When he says he found out about it, we served him; Ken Smith,
11 his brother; Jolene and Varshney, so they were noticed, but he
12 made a mistake. And I said I'm not going to try to take
13 advantage of it. He said he would agree, obviously, to not
14 execute --

15 THE COURT: Right.

16 MR. MARKS: -- that we have effectively a temporary
17 stay. He could brief it. We're coming back in October
18 anyway.

19 THE COURT: On October 12th.

20 MR. MARKS: That date is not good, it's Yom Kippur,
21 but if we can get another --

22 THE COURT: Okay.

23 MR. MARKS: -- date, maybe we can combine both
24 motions together.

1 MR. SMITH: That's agreeable.

2 MR. MARKS: Rather than -- I'm not going to argue

3 the whole office mishap. So I don't know if we can get the

4 beginning of the next week, like Monday or Tuesday.

5 THE COURT: Well, what about the -- the -- Wednesday

6 the 19th?

7 MR. MARKS: At what time?

8 THE COURT: At 10:00.

9 (COURT AND CLERK CONFER BRIEFLY)

10 MR. MARKS: Court's indulgence.

11 (COUNSEL CONFER BRIEFLY)

12 MR. MARKS: The worst day is the 19th. Is there --

13 THE COURT: Oh, is it?

14 MR. MARKS: -- any way the 20th, the 18th or the

15 17th, because I have three hearings that day and nothing the

16 other days.

17 THE COURT: Well, you know what, let's --

18 MR. MARKS: It's just that weird -- there's three

19 hearings in Family Court that day and nothing --

20 THE COURT: How about the 18th and I'll open an 8:30

21 setting.

22 MR. MARKS: That would be fine.

23 MR. SMITH: The 18th at 8:30?

24 THE COURT: Yeah. We'll just create an 8:30.

1 MR. MARKS: That would be great, Your Honor.

2 THE COURT: Okay.

3 MR. MARKS: In terms of another housekeeping -- so
4 we're moving the other hearing from the 12th.

5 THE COURT: Right. So we'll move today's hearing,
6 and then also, let's -- if you'll move the hearing on the
7 12th --

8 MR. MARKS: To the 18th.

9 THE COURT: -- on Plaintiff's motion to the 18th as
10 well.

11 MR. MARKS: And I assume he'll have -- we have time.
12 I assume he'll have seven or 10, whatever, days --

13 THE COURT: That's right.

14 MR. MARKS: -- to file.

15 THE COURT: Which is -- I -- because I think that --
16 basically that sets both -- both motions out to --

17 MR. MARKS: I had asked Mr. Smith, since there is --
18 he's agreeing not to execute, but there's been no effective
19 stay that the parties should divide some money. I suggested
20 they each get two million dollars while we're trying to divide
21 everything. I don't think that's an unreasonable request and
22 essentially there's no stay, there's no execution, there's a
23 decision, there's a certain amount that's going to be in
24 dispute, but there's obviously 40 million dollars stayed.

1 So I had asked for -- you know, they should each get
2 two million cash because there's not been any distributions
3 since -- for a long time in this case and they don't take
4 money out of those accounts. Technically they could, because
5 there's no stay.

6 MR. SMITH: My response to the Court would be the
7 same as my response to Mr. Marks, and that is the matter is
8 not before the Court but in light of Mr. Marks' courtesy, I'll
9 address it to the Court. The -- we have Joe Leauanae looking
10 at the distribution. As the Court may imagine, in the time
11 between the February 26th date of which the Court used for
12 distribution of the accounts, and the time that -- that we're
13 now dividing the accounts, much has changed in those accounts
14 in terms of sales of stock and so forth. So we have Mr.
15 Leauanae going through those accounts to make sure what's
16 there. And in light of the disburse and distribution, I don't
17 know even know what cash assets will be divided, because Mr.
18 Kogod was receiving a substantial amount of assets and the
19 request is that we set aside roughly four mil -- five million
20 dollars that is the subject of the now appeal by Mr. Kogod.

21 THE COURT: Right.

22 MR. SMITH: So I don't know what the cash assets
23 will ultimately be and I -- what I suggested to Mr. Marks is
24 Mr. Leauanae's had this information. We just recently

1 provided some updated information. He would probably be ready
2 for a meeting sometime even at the end of this week or early
3 next week. So if we just have a time to sit down and go over
4 the numbers, see what the distributions are, we may be able to
5 come to an agreement of all the distributions. But certainly
6 at that time we'd be better informed to make a decision as to
7 whether or not two million, one million, three million should
8 be distributed. And I think that that would aid us in
9 determining what those amounts --

10 THE COURT: Well --

11 MR. SMITH: -- would be.

12 THE COURT: -- let -- let me just talk for this
13 because --

14 MR. MARKS: May I make a comment? It's not their --
15 it's not up to Mr. Leauanae anymore, it's their money. And
16 other than segregating money to protect the Plaintiff --
17 they've opposed a stay; there's no stay, but he's essentially
18 asking for a stay.

19 THE COURT: Well, listen --

20 MR. MARKS: They should be able to take their money.
21 They know what's in the accounts. They've had the statements;
22 she's on accounts. To say I don't know as if we're still in
23 the interim period before the divorce is just disingenuous.

24 THE COURT: Well, listen, I'm not going to issue a

1 specific order, but I'm going to hopefully provide some
2 guidance, because as I look at the information I had when I
3 issued my decision, certainly on its face suggests that there
4 are sufficient funds out there to make a distribution to both
5 parties. The exact amount, I think, may be a -- a bit up in
6 the air because of changes to the accounts, but even the two
7 million dollar range certainly is within the realm of what
8 appears to be possible that does not -- would not
9 fundamentally alter the Court's findings and -- and orders.

10 So I'm not going to order anything specific, but it
11 does appear that that is available, and so I would encourage
12 Counsel to communicate. And I don't have a problem with Mr.
13 Leauanae taking a review to see what -- where it's best to
14 have these distributions made.

15 MR. MARKS: Yeah.

16 THE COURT: I was obviously operating under the
17 account information that I had --

18 MR. MARKS: Right.

19 THE COURT: -- at the time that I --

20 MR. MARKS: But if you --

21 THE COURT: -- issued my decision.

22 MR. SMITH: No, and -- and it was -- it was accurate
23 at that time. I'm not suggesting --

24 THE COURT: Right.

1 MR. SMITH: -- that -- the -- the -- and I think
2 we're saying the same thing, but I -- I just wanted to correct
3 Mr. Marks' comment. I'm not asking Mr. Leauanae to determine
4 what the distribution would be, I'm just asking him to do the
5 accounting, what the accounts exist now. And there were
6 certain ratios of division that the Court used in order to --
7 to accomplish the unequal division, and so we were going to
8 offer something that -- that is consistent with that ratio
9 based upon the -- how the accounts are situated presently.

10 There was, for example, an issue regarding whether
11 or not Mrs. Kogod would take a certain investment or not. So
12 I just thought it would be cleaner to do all that. What I
13 will do, based on the Court's admonition, is to contact Mr.
14 Leauanae today -- well, I'll be in trial today, so it may be
15 as late as tomorrow -- and ask him, and then consult with Ms.
16 Kogod as to whether or not such a distribution may -- and I'm
17 sure the Court may be right, that there may be adequate funds
18 to do that.

19 MR. MARKS: Your Honor --

20 MR. SMITH: Again, we -- I -- we'd like --

21 MR. MARKS: Your Honor, here's --

22 MR. SMITH: -- to know --

23 MR. MARKS: Here's my problem. I agree with Mr.
24 Smith that the final, final, who gets, you know, IBM versus

1 who gets Apple is going to be a more laborious problem and may
2 take more time. And I'm certainly willing to sit down, day,
3 night, whenever, and try to work that out. And he can have
4 whatever aides, consultants, Mr. Leauanae for that, you know,
5 because these parties could -- I've had cases where, oh,
6 you're going to get a hundred shares of Google, no, you're
7 going to get a hundred shares of Apple. That's a different
8 dispute. There -- out of a 40 million dollar estate there
9 are --

10 THE COURT: Well, listen.

11 MR. MARKS: -- either cash or cash equivalents --

12 THE COURT: Le --

13 MR. MARKS: -- that each party --

14 THE COURT: Le --

15 MR. MARKS: -- should be getting that they're
16 entitled to because the case was tried in February and now --

17 THE COURT: Well, let me -- let me just -- let me
18 just note this. And -- and again, this is based on the
19 information I had at the time. I get the fact that -- that
20 things changed; that the market changes. The UBS resource
21 management account, 12745, was an account that was confirmed
22 to the Defendant as a sole and separate property. At the time
23 that I made the decision, the account had just over four
24 million dollars in that account, and it was awarded. Even

1 taking into account the waste distribution, that's how I came
2 up with the calculation. Many of the other accounts were
3 awarded to the Plaintiff. A UBS strategic advisor account,
4 12743.

5 And -- and my position would be that would be
6 accessible as well. And -- and so I'm not saying it -- it
7 can't or shouldn't happen. I -- I don't see any reason why it
8 should not happen, but I'm not going to make any specific
9 orders --

10 MR. MARKS: Okay.

11 THE COURT: -- today on that --

12 MR. SMITH: And what I --

13 THE COURT: -- type of issue.

14 MR. SMITH: -- indicated, Judge, I would do, I will
15 do. And if that reveals to me that a distribution along the
16 lines that you just --

17 THE COURT: Right.

18 MR. SMITH: -- discussed is reasonable, then we'll
19 make that distribution.

20 THE COURT: Right. And I think it can be
21 accomplished without really harming either party's position.

22 MR. MARKS: Your Honor, if we can't get that, then I
23 may be back sooner than October if there -- if my --

24 THE COURT: Okay.

1 MR. MARKS: -- client has needs. And I'd ask you to
2 consider an order shortening time on that basis --

3 THE COURT: Well --

4 MR. MARKS: -- if I need it.

5 THE COURT: -- from everything I'm hearing, I'm
6 really not expecting your -- the need for that --

7 MR. MARKS: Okay.

8 THE COURT: -- but I -- I get the point.

9 MR. MARKS: Thank you.

10 THE COURT: If necessary.

11 MR. MARKS: And, Rad, if you want to meet Friday,
12 just let me know tomorrow and I'll keep Friday open.

13 (PROCEEDINGS CONCLUDED AT 09:12:42)

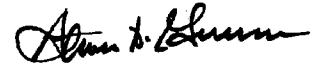
14 * * * * *

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

18

19

20 /s/ Kimberly C. McCright
21 Kimberly C. McCright, CET
22 Certified Electronic Transcriber
23
24


CLERK OF THE COURT

1 **OPP**
2 RADFORD J. SMITH, ESQ.
3 Nevada Bar No. 002791
4 GARIMA VARSHNEY, ESQ.
5 Nevada Bar No. 011878
6 2470 St. Rose Parkway, Suite 206
7 Henderson, NV 89074
8 Telephone: (702) 990-6448
9 Facsimile: (702) 990-6456
10 rsmith@radfordsmith.com
11 Attorneys Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

9 GABRIELLE CIOFFI - KOGOD,

10 Plaintiff,

11 v.

13 DENNIS KOGOD,

14 Defendant.

CASE NO.: D-13-489442-D

DEPT NO.: Q

FAMILY DIVISION

16 **OPPOSITION TO MOTION FOR AN ORDER TO SHOW CAUSE TO HOLD GABRIELLE**
17 **CIOFFI-KOGOD IN CONTEMPT FOR FAILURE TO COMPLY WITH THE DISCOVERY**
18 **COMMISSIONER'S RECOMMENDATION REGARDING SERVICE OF JENNIFER CRUTE**
19 **STEINER AND FOR ATTORNEY'S FEES AND COSTS**

20 **AND**

21 **COUNTERMOTION FOR SANCTIONS AND ATTORNEY'S FEES**

22 DATE OF HEARING: October 14, 2015

23 TIME OF HEARING: 9:00 a.m.

24 COMES NOW, Plaintiff, GABRIELLE CIOFFI-KOGOD ("Gabrielle"), by and through her
25 attorneys, Radford J. Smith, Esq. and Garima Varshney, Esq., of Radford J. Smith, Chartered, and files the
26 following Opposition to Defendant's Motion identified above and countermoves for an award of
27 Attorney's Fees and Sanctions against Defendant, DENNIS KOGOD ("Dennis").

28 This Opposition and Countermotion is made and based upon the points and authorities and
affidavits attached hereto, and upon all such argument as may be made by counsel at the time of the

1 hearing of this matter.

2 Dated this 6th day of October, 2015.

3 RADFORD J. SMITH, CHARTERED

4
5 Garima Varshney
6 RADFORD J. SMITH, ESQ.

7 Nevada State Bar No. 002791

8 GARIMA VARSHNEY, ESQ.

9 Nevada State Bar No. 011878

2470 St. Rose Parkway, Suite 206

Henderson, Nevada 89074

Attorney for Plaintiff

10 I.

11 **DENNIS'S MOTION FOR AN ORDER SHOW CAUSE IS FRIVOLOUS BECAUSE HE HAS**
12 **NOT IDENTIFIED AN ORDER UPON WHICH HE CAN BASE A REQUEST FOR CONTEMPT.**
13 **AND HE HAS FAILED TO FILE A REQUISITE AFFIDAVIT**

14 Dennis's motion seeks an order to hold Gabrielle in contempt. He alleges that Gabrielle violated
15 the Court's order regarding the services of Jennifer Steiner, a woman that discovery has shown is yet
16 another woman who Dennis courted and conducted an affair using community funds without Gabrielle's
17 knowledge or consent.

18 Dennis's motion is wholly defective because he has not cited any order upon which he bases his
19 motion. Instead, Dennis cites to minutes from a hearing before the Discovery Commissioner, and
20 citations from the video record of a hearing at which Dennis's motion to preclude the deposition of Ms.
21 Steiner was denied. "A court's oral pronouncement from the bench, the clerk's minute order, and even and
22 unfiled written order are ineffective for *any purpose*." *Division of Child & Family Services v. Eighth*
23 *Judicial District Court*, 120 Nev. 445, 449, 92 P.3d 1239, 1243 (2004). [Emphasis in original]. Dennis's
24 sole citation in his motion supporting the contempt is NRS 22.010(3) that identifies as an act of contempt:
25 "Disobedience or resistance to any lawful writ, order, rule or process issued by the court or judge at
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27
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1 chambers.” Dennis has not cited a lawful writ, order or rule or process upon which this court could find
2 Gabrielle in contempt.

3 Further, NRS 22.030(2) reads:

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

8 The Nevada Supreme Court has interpreted NRS 22.030(2) to require the filing of the affidavit. “The law
9 is clear in Nevada that before a court can assume jurisdiction to hold a person in contempt, an affidavit
10 must be filed.” *Awad v. Wright*, 106 Nev. 407, 409, 794 P.2d 713, 714 (1990). Dennis has not filed an
11 affidavit supporting his allegation of contempt. The Court should deny Dennis’s motion

12 II.

13 **THE COURT SHOULD ENTER SANCTIONS AGAINST DENNIS FOR HIS FILING OF A** 14 **LEGALLY DEFECTIVE AND FACTUALLY BASELESS MOTION**

15 Dennis’s Motion is legally baseless and defective. In addition, Dennis has not been candid with
16 the Court in his presentation of facts in that motion. In his Motion, Dennis alleges that “Gabrielle was less
17 than cooperative” in allowing Dennis to obtain an Acceptance of Service from Ms. Steiner.¹ Further, he
18 argues that “Gabrielle violated both of those orders [regarding service on Ms. Steiner and taking of Ms.
19 Steiner’s deposition in Utah] when she refused to cooperate with Dennis regarding service of Jennifer and
20 scheduling the location of Ms. Steiner’s deposition.”² Both of those statements are demonstrably false.
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23 ...

24 ...

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27 ¹ See Dennis’ Motion for Order to Show Cause et al filed on September 14, 2015, page 3, line 23.

28 ² See Dennis’ Motion for Order to Show Cause et al filed on September 14, 2015, page 4, lines 18-21.

1 **1. Gabrielle has Made Substantial and Reasonable Efforts to Cooperate with**
2 **Dennis Regarding the Scheduling of Jennifer Steiner's Deposition, and**
3 **Continues to Do So through Today**

4 In early June, 2015, Anthem Forensics observed charges in Dennis's credit card statements for
5 several flights for Jennifer Steiner. During the indicated travel periods, Anthem also observed payments
6 and charges including, but not limited to, hotel/lodging, meals, bank withdrawals, and shopping that may
7 have wholly or partially related to Jennifer Steiner. The charges were at luxury hotels, and totaled tens of
8 thousands of dollars.

9 When Gabrielle's counsel served a copy of Subpoena Duces Tecum and Notice of Deposition of
10 Jennifer Steiner, Dennis moved for a Protective Order.³ Dennis, through counsel, argued that the
11 deposition would reveal the nature of Ms. Steiner's relationship with Dennis to Ms. Steiner's husband, and
12 therefore cause damage to that relationship and her business. When undersigned counsel offered methods
13 to ensure that Ms. Steiner's husband would not become aware that the deposition was even taken, much
14 less aware of the substance of the deposition, Dennis's story changed to his again uncorroborated
15 allegation that Ms. Steiner was then threatening to reveal her affair with Dennis to Da Vita and endanger
16 Dennis's employment.⁴ Undersigned counsel offered methods to ensure confidentiality of the deposition
17 (agreed upon acceptance of service away from Ms. Steiner's home or business, sealing the deposition for
18 any purpose outside of this case, limiting distribution of the deposition to others, etc.), but Dennis rejected
19 those attempts to resolve the issue.

20 Dennis instead filed a motion seeking to preclude the taking of Ms. Steiner's deposition. The
21 motion was not supported by Dennis's affidavit, a statement from Ms. Steiner, or any copy of
22

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27 ³ See Dennis' Motion to Stay Service of Subpoena Duces Tecum and Notice of Deposition for a Protective Order Prohibiting or
28 Limiting the Deposition of Jennifer Crute Steiner filed on June 11, 2015.

⁴ *Id.*

1 communication between Ms. Steiner and Dennis that would corroborate his then counsel's claim
2 regarding communication with Ms. Steiner. To make matters worse, Dennis's Motion did not advise the
3 Discovery Commissioner of Gabrielle's proposed compromises.⁵

4
5 At the June 26, 2015 hearing on that Motion before the Discovery Commissioner, the Discovery
6 Commissioner denied that portion of Dennis's motion to prevent the deposition, and ruled that the
7 deposition would go forward on the date scheduled, August 6, 2015. At the hearing, Dennis's counsel
8 requested that he be permitted to have Ms. Steiner sign an Acceptance of Service in lieu formal service.
9 Gabrielle's counsel emailed Dennis's counsel a form Acceptance of Service on the date of hearing June
10 26, 2015. Contrary to his counsel's representation to the Commissioner, Dennis did not timely provide the
11 signed Acceptance. On July 7, 2015 Gabrielle's counsel sent an email to Dennis's counsel stating in
12 pertinent part:

13
14 I still don't have the Acceptance of Service of our Subpoena Duces Tecum and Notice of
15 Deposition of Jennifer Steiner that I emailed you on June 26, 2015. We have now
16 domesticated the Subpoena in Utah and if I don't have the Acceptance of Service from
17 your office by tomorrow, July 8 then we will serve Ms. Steiner at the address listed on
our Subpoena.

18 See Exhibit "1" attached hereto. On July 7, 2015, Dennis's then counsel emailed to Ms. Varshney the
19 form Acceptance of Service bearing his lead counsel, James J. Jimmerson's (not Ms. Steiner's) signature.
20 See Email from Michael Flaxman, Esq. to Garima Varhney, Esq., attached hereto as Exhibit "2." On July
21 8, 2015, Ms. Varshney responded by email to Mr. Flaxman:

22
23 The Acceptance of Service for Jennifer Steiner that you provided is signed by Mr.
24 Jimmerson. Is your law firm representing Ms. Steiner? If not, then please have Ms.
Steiner or her counsel sign the Acceptance of Service and provide it to us.

25 See Email from Ms. Varshney to Mr. Flaxman dated July 8, 2015 attached hereto as Exhibit "3."

26
27
28 ⁵ *Id.*

1 By July 13, 2015, Mr. Flaxman had not responded to Ms. Varshney's July 8, 2015 email,
2 prompting her to send a follow up email that reads:

3 Michael:

4 Please respond by the end of today regarding Ms. Steiner's Acceptance of Service. . .

5 I have domesticated Ms. Steiner's Notice of Deposition in both California and Utah.
6 Because of the 20 day notice requirement in California and 14 day notice requirement in
7 Utah, in the absence of receiving her signed Acceptance of Service by the end of today, I
8 will have our process server serve Ms. Steiner in California or Utah

9 See Email from Ms. Varshney to Mr. Flaxman dated July 13, 2015 attached hereto as Exhibit "4."
10 Neither Dennis's previous or new counsel responded to that email. Instead, Dennis retained new counsel,
11 who then requested that all depositions be rescheduled since he has recently been retained on the case and
12 is unavailable during the dates the depositions that were previously scheduled. While it was her right to
13 proceed with the duly noticed depositions regardless of Dennis's voluntary change of counsel, Gabrielle
14 cooperated with Dennis's new counsel to reschedule all of the depositions that had been, at great effort
15 and coordination, previously scheduled. See Order from Hearing filed July 28, 2015.

16 On August 3, Dennis' counsel, Ms. Nicole Young, provided a new date for Jennifer Steiner's
17 Deposition, October 1, 2015, nearly two months after the original date of the scheduled deposition. See
18 Email from Ms. Young to Ms. Varshney dated August 3, 2015 attached hereto as Exhibit "5." Ms. Young
19 also asked that Gabrielle hold off on service of Subpoena to Ms. Steiner. See Email from Ms. Young to
20 Ms. Varshney dated August 3, 2015 attached hereto as Exhibit "6." Though the time for the filing of
21 Gabrielle's forensic expert reports were then due on October 4, 2015 (60 before the scheduled trial),
22 Gabrielle nevertheless cooperated with Dennis's counsel's request. On August 7, 2015, Ms. Varshney
23 stated in an email to Ms. Young:

24 For Jennifer Steiner, I will domesticate the subpoena in Utah with the location of
25 deposition in Utah. I will provide you with an Acceptance of Service for Ms. Steiner's
26

1 signature within a certain timeframe. Should Ms. Steiner fail to sign the Acceptance
2 within that timeframe, we will serve the subpoena on her.

3 See Email from Ms. Varshney to Ms. Young dated August 7, 2015 attached hereto as Exhibit "7."

4 Consistent with that promise, on August 10, 2015, Ms. Varshney sent an email to Ms. Young that read:

5 For Jennifer Steiner, attached herewith please find the Acceptance of Service. Please
6 have Ms. Steiner sign the Acceptance and provide it to us by August 17, 2015. In the
7 absence of receiving the signed Acceptance from your office by August 17, we will
domesticate the Subpoena in Utah and serve Ms. Steiner.

8 See Email from Ms. Varshney to Ms. Young dated August 10, 2015 attached hereto as Exhibit "8." Ms.
9 Young responded with yet another request for delay:

10 Dennis just informed me that Jennifer is out of town until August 23rd, so she will not be
11 able to sign the Acceptance of Service until she returns. I think we can have it signed by
12 August 31 at the latest.

13 Nevertheless, despite the continued failure to provide an Acceptance of Service signed by Ms. Steiner,
14 Ms. Varshney agreed to allow Dennis until August 31 to provide the Acceptance of Service. See Email
15 exchanges between Ms. Young to Ms. Varshney dated August 10, 2015 attached hereto as Exhibit "9."

16 After again failing to provide the Acceptance of Service when promised, on September 1, 2015,
17 Ms. Young by email requested yet another delay.

18 Please hold off on serving Jennifer with the subpoena for her deposition. We will work
19 on getting an Acceptance of Service from her.

20 See Email from Ms. Young to Ms. Varshney dated September 1, 2015 attached hereto as Exhibit "10."

21 Believing that Dennis was never going to provide an Acceptance of Service, on September 1, 2015, Ms.
22 Varshney sent another email that stated in relevant part as follows-

23 Let me address Nicole's email today in which she again requested that we do not serve
24 Ms. Steiner and that we wait for an acceptance of service from her.

25 Mr. Jimmerson already filed a protective order regarding Ms. Steiner which was denied
26 at the hearing before discovery commissioner on June 26. Nicole asked for an extension
27 until August 31 to provide us the Acceptance of Service which we agreed to as a courtesy
28 to your office. It has now been more than two months since that Order, and we still do

1 not have an acceptance of service from Ms. Steiner. We are not amenable to waiting any
2 longer.

3 Domestication of the subpoena will take a few days. Once domesticated, under
4 California Law, we need to provide Ms. Steiner a 20 day notice. Under Utah Law, we
5 need to provide Ms. Steiner a 14 day notice. The deposition is scheduled for October 1.
For these reasons, we are not willing to delay the service any longer.

6 See Email from Ms. Varshney to Mr. Marks and Ms. Young dated September 1, 2015 attached hereto as
7 Exhibit "11." On September 2, Ms. Young again indicated that she'll provide us Ms. Steiner's
8 Acceptance of Service by September 8. For the first time in that email, counsel for Dennis expressed
9 confusion regarding the location of Ms. Steiner's deposition – Utah or California. Ms. Varshney, in the
10 spirit of cooperation, responded:
11

12 We don't know where Ms. Steiner is. Per Mr. Jimmerson, she has an office in Utah and
13 lives in California. So we are going to serve her in both places. Deposition will be
14 conducted wherever she is served first. If we receive your Acceptance of Service prior to
the domestication and service, then I'll tell our process servers to cease service.
Otherwise, the service will go forward.

15 See Email exchanges between Ms. Varshney and Ms. Young dated September 2, 2015 attached hereto as
16 Exhibit "12." Instead of providing the Acceptance of Service to avoid any service of Ms. Steiner, Ms.
17 Young sent an email requesting further delay, this time until Wednesday, September 9, 2015, to provide
18 Ms. Steiner's Acceptance of Service. See Email exchanges dated September 2, 2015, attached hereto as
19 Exhibit "13." Consistent with Ms. Varshney's previous email, Gabrielle's counsel proceeded forward
20 with service of Ms. Steiner.
21

22 It was only after process servers appeared at both Ms. Steiner's residence and business that she
23 ostensibly signed and emailed to Gabrielle's counsel, Radford J. Smith, Esq., a copy of the acceptance of
24 service on September 8, 2015 at 7:26 p.m. See Email from Ms. Steiner to Mr. Smith dated September 8,
25 2015, attached hereto as Exhibit "14."
26

27 On September 9, Ms. Varshney was overseas, and Mr. Smith was in court the bulk of the day. Mr.
28

1 Smith then traveled to California to meet with California counsel on September 10, and conduct the
2 deposition of Nadya Khapsalis on September 11. Mr. Smith was unaware of the email from Ms. Steiner
3 until his return to Las Vegas on September 14, after Ms. Steiner was already served in California. Though
4 Gabrielle's counsel in Nevada and Utah made request that Ms. Steiner not be served in Utah, the process
5 server in Utah served Ms. Steiner in Utah on September 16.

7 After being served, Ms. Steiner hired counsel, and indicated she could not be present for the
8 October 1 deposition. Counsel for Gabrielle has spoken to her counsel (Jennifer Gilbert, Esq., an Illinois
9 attorney that has advised Gabrielle's counsel that she is seeking pro hoc vice status to allow her to defend
10 Ms. Steiner's deposition), and is in the process of working with Ms. Gilbert to schedule a mutually
11 convenient date for Ms. Steiner's deposition, which Ms. Gilbert has requested occur in California.
12 Nevertheless, Dennis has filed a defective motion complaining about the service of the subpoena upon a
13 third person (Ms. Steiner) already represented by counsel, who has agreed to appear for her deposition in
14 California.
15

16
17 **2. The Court should Award Gabrielle Attorney's Fees and Sanctions.**

18 EDCR 7.60(b) reads in relevant part:

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

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

24 [...]

25 (2) So multiplies the proceedings in a case as to increase costs unreasonably and
26 vexatiously.

27 Gabrielle has been forced to incur thousands of dollars of attorney's fees to take a simple deposition of an
28

1 individual who Dennis gifted community property without Gabrielle's consent or knowledge, and for a
2 purpose wholly outside any possible benefit to the community.⁶ To add insult to injury, Dennis's claim
3 that Gabrielle did not cooperate to schedule this deposition is wholly false. Here the Court should enter
4 sanctions against Dennis in the amount of all attorney's fees and costs incurred by Dennis to respond to
5 the present motion.
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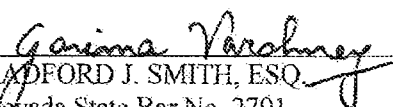
7 **III.**

8 **CONCLUSION**

9 Based on the foregoing, Gabrielle requests that Dennis' Defendant's Motion for an order to Show
10 Cause to Hold Gabrielle Cioffi-Kogod in Contempt for Failure to Comply with Discovery
11 Commissioner's Recommendation regarding Service of Jennifer Crute Steiner and for Attorney's Fees and
12 Costs should be denied. Furthermore, Gabrielle's request for an award of Attorney's Fees and Sanctions
13 against Dennis should be granted.
14

15 Dated this 6th day of October, 2015.

16 RADFORD J. SMITH, CHARTERED

17 
18 RADFORD J. SMITH, ESQ.

19 Nevada State Bar No. 2791

20 GARIMA VARSHNEY, ESQ.

21 Nevada State Bar No. 011878

22 2470 St. Rose Parkway, Suite 206

23 Henderson, Nevada 89074

24 *Attorney for Plaintiff*
25
26
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28 ⁶ Ironically, at her deposition, Ms. Khapsalis identified Dennis's relationship with Ms. Steiner as the basis for her separation from Dennis.

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AFFIDAVIT OF GARIMA VARSHNEY, ESQ.

COUNTY OF CLARK)
) ss:
STATE OF NEVADA)

Garima Varshney, Esq., having been duly sworn, deposes and says:

1. I am an attorney for the Plaintiff, GABARIELLE CIOFFI-KOGOD, in the above-entitled matter.

2. I make this Affidavit based upon facts within my own knowledge, save and except as to matters alleged upon information and belief and, as to those matters, I believe them to be true.

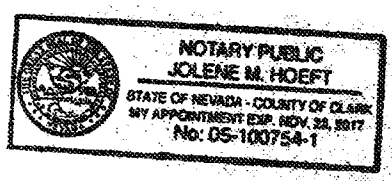
3. I have reviewed the foregoing Opposition and Counter-motion and can testify that the facts contained therein are true and correct and to the best of my knowledge. I hereby affirm and restate them as if set forth fully herein.

FURTHER AFFIANT SAYETH NAUGHT.

Garima Varshney
GARIMA VARSHNEY, ESQ.

Subscribed and sworn before me
this 10 day of October, 2015.

[Signature]
NOTARY PUBLIC in and for
said County and State



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Dan Marks, Esq.
Law Office of Daniel Marks
610 South Ninth Street
Las Vegas NV 89101

12.

EXHIBIT “1”

Filters Used:

1 Tagged Record

Email Report

Form Format

Date Printed: 10/02/2015

Time Printed: 11:54AM

Printed By: GVARSHNEY

Date 7/07/2015 Time 3:15PM 3:15PM Duration 0.00 (hours) Code Client
Subject Kogod - Outstanding Issues Staff Garima Varshney
Client Gabrielle Kogod MatterRef Kogod v. Kogod MatterNo D13-489442-D
From Garima Varshney
To James J. Jimmerson, Esq.; Michael C. Flaxman
CC To Barbara Abbott; 'Kim Stewart'; Sharon Hill; 'Gabrielle Cioffi-Kogod'; Radford Smith
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status
Custom1 Custom3
Custom2 Custom4

Jim/Michael:

I am writing this email to address some outstanding issues for which we have not received a response -

1. Stipulation and Order Re: Boat and Condo

On Thursday, July 2, you indicated that you will revise the Stipulation with revisions requested in my email from that date. I have not yet received the revised Stipulation and Order. Please provide that to me by tomorrow, July 8.

2. Membership Purchase Agreement/Information regarding the Blocked Account

Also on Thursday, July 2, you indicated that you will have Dennis provide us the Blocked Account information by July 6. We do not have that information yet. Please provide that to us. Please also provide us the fully executed and final copy of the Membership Purchase Agreement.

3. Custodian of Records Affidavit

On April 29, 2015 we domesticated and served the following three subpoenas -

- a. Custodian of Records for MOE, LLC
- b. Custodian of Records for Systems 8 Fight Club, LLC
- c. Custodian of Records for Denika, LLC

On June 2, 2015, you indicated that Dennis will be providing us with the documents requested in our Subpoenas as NRCP 16.2 disclosures. We have not received the entirety of documents requested and we do not have the Affidavit of Custodian of Records. If we do not have those documents by Friday, July 10, we will be filing a compel motion.

4. Acceptance of Service for Jennifer Steiner

I still don't have the Acceptance of Service of our Subpoena Duces Tecum and Notice of Deposition of Jennifer Steiner that I emailed you on June 26, 2015. We have now domesticated the Subpoena in Utah and if I don't have the Acceptance of Service from your office by tomorrow, July 8 then we will serve Ms. Steiner at the address listed on our Subpoena.

Filters Used:

1 Tagged Record

Email Report

Form Format

Date Printed: 10/02/2015

Time Printed: 11:54AM

Printed By: GVARSHNEY

5. Subpoena to DaVita for Dennis's employment records

As indicated on July 1, we will be serving DaVita with a generic Subpoena Duces Tecum for Dennis's employment records. Until now, we were holding off on serving the Subpoena to allow Dennis to give DaVita heads-up regarding the divorce and the subpoena. Since Dennis has now received ample time to advise DaVita that he and Gabrielle are in the middle of a divorce, we are serving the Subpoena to DaVita.

6. Report and Recommendations for discovery hearings

Please advise us the status of the Report and Recommendations for Discovery Hearings held on May 1, 2015 and June 26, 2015.

-Garima

Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

****NOTICE****

This message is intended for the use of the individual or entity to which it is addressed and may contain attorney/client information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email or by telephone (702) 990-6448, and immediately delete this message and all its attachments.

EXHIBIT “2”

Filters Used:
1 Tagged Record

Email Report

Form Format

Date Printed: 10/02/2015
Time Printed: 12:01PM
Printed By: GVARSHNEY

Date 7/07/2015 Time 5:43PM 5:43PM Duration 0.00 (hours) Code Client
Subject RE: Kogod - Outstanding Issues Staff Garima Varshney
Client Gabrielle Kogod MatterRef Kogod v. Kogod MatterNo D13-489442-D
From mcf@jimmersonhansen.com
To Garima Varshney; James J. Jimmerson, Esq.
CC To Barbara Abbott; Kim Stewart; Sharon Hill; Gabrielle Cioffi-Kogod; Radford Smith
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status
Custom1 Custom3
Custom2 Custom4

Garima

In response to your email below:

1) Stipulation and Order Regarding Boat and Condo

Please see the attached SAO.

2) Membership Purchase Agreement/Information Regarding the Blocked Account

Pursuant to the attached SAO, "the net sale proceeds (of the boat) received from the Buyer shall be placed into a newly created jointly titled bank account." The parties "shall cooperate in arranging for the creation of the new bank account that will hold these proceeds."

If this is not your understanding of how the sale proceeds shall be deposited, please advise.

Additionally, please see the attached, fully executed Membership Purchase Agreement.

3) Custodian of Records Affidavit

Our office has already provided any and all documents related to MOE, LLC, Systems 8 Fight Club, LLC and Denika, LLC to your office, absent the fully executed Denika, LLC trust. Please see the attached, fully executed version of the Denika, LLC trust.

4) Acceptance of Service of Jennifer Steiner

Please see the executed Acceptance of Service attached hereto.

5) Subpoena to DaVita

Please feel free to serve the Subpoena upon DaVita. DaVita is adequately aware of the instant matter.

6) Report and Recommendations

Filters Used:

1 Tagged Record

Email Report

Form Format

Date Printed: 10/02/2015

Time Printed: 12:01PM

Printed By: GVARSHNEY

I still need to draft the two (2) Report and Recommendations from the May 1st and June 26th hearings. Mr. Jimmerson is not available this week to review the same before submitting to your office. As such, would you be amenable to our office providing the same by Tuesday, July 14, 2015. Please advise.

From: Garima Varshney [mailto:gvarshney@radfordsmith.com]
Sent: Tuesday, July 07, 2015 3:20 PM
To: James J. Jimmerson, Esq.; Michael C. Flaxman
Cc: Barbara Abbott; Kim Stewart; Sharon Hill; Gabrielle Cioffi-Kogod; Radford Smith
Subject: Kogod - Outstanding Issues

Jim/Michael:

I am writing this email to address some outstanding issues for which we have not received a response -

1. Stipulation and Order Re: Boat and Condo

On Thursday, July 2, you indicated that you will revise the Stipulation with revisions requested in my email from that date. I have not yet received the revised Stipulation and Order. Please provide that to me by tomorrow, July 8.

2. Membership Purchase Agreement/Information regarding the Blocked Account

Also on Thursday, July 2, you indicated that you will have Dennis provide us the Blocked Account information by July 6. We do not have that information yet. Please provide that to us. Please also provide us the fully executed and final copy of the Membership Purchase Agreement.

3. Custodian of Records Affidavit

On April 29, 2015 we domesticated and served the following three subpoenas -

- a. Custodian of Records for MOE, LLC
- b. Custodian of Records for Systems 8 Fight Club, LLC
- c. Custodian of Records for Denika, LLC

On June 2, 2015, you indicated that Dennis will be providing us with the documents requested in our Subpoenas as NRCP 16.2 disclosures. We have not received the entirety of documents requested and we do not have the Affidavit of Custodian of Records. If we do not have those documents by Friday, July 10, we will be filing a compel motion.

4. Acceptance of Service for Jennifer Steiner

I still don't have the Acceptance of Service of our Subpoena Duces Tecum and Notice of Deposition of Jennifer Steiner that I emailed you on June 26, 2015. We

Filters Used:

1 Tagged Record

Email Report

Form Format

Date Printed: 10/02/2015

Time Printed: 12:01PM

Printed By: GVARSHNEY

have now domesticated the Subpoena in Utah and if I don't have the Acceptance of Service from your office by tomorrow, July 8 then we will serve Ms. Steiner at the address listed on our Subpoena.

5. Subpoena to DaVita for Dennis's employment records

As indicated on July 1, we will be serving DaVita with a generic Subpoena Duces Tecum for Dennis's employment records. Until now, we were holding off on serving the Subpoena to allow Dennis to give DaVita heads-up regarding the divorce and the subpoena. Since Dennis has now received ample time to advise DaVita that he and Gabrielle are in the middle of a divorce, we are serving the Subpoena to DaVita.

6. Report and Recommendations for discovery hearings

Please advise us the status of the Report and Recommendations for Discovery Hearings held on May 1, 2015 and June 26, 2015.

-Garima

Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

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Spam
Phish/Fraud
Not spam
Forget previous vote

1 ACSR
2 RADFORD J. SMITH, CHARTERED
3 RADFORD J. SMITH, ESQ.
4 Nevada Bar No. 002791
5 GARIMA VARSHNEY, ESQ.
6 Nevada Bar No. 011878
7 2470 St. Rose Parkway, Suite 206
8 Henderson, NV 89074
9 Telephone: (702) 990-6448
10 Facsimile: (702) 990-6456
11 rsmith@radfordsmith.com
12 Attorneys Plaintiff

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 GABRIELLE CIOFFI - KOGOD,

11 Plaintiff,

12 v.

13 DENNIS KOGOD,

14 Defendant.


CASE NO.: D-13-489442-D

DEPT NO.: G

FAMILY DIVISION

16 ACCEPTANCE OF SERVICE

17 ACCEPTANCE OF SERVICE is hereby acknowledged this 6 day of June, 2015, of
18 Plaintiff's SUBPOENA DUCES TECUM AND NOTICE OF DEPOSITION OF JENNIFER CRUTE
19 STEINER.
20

21
22 
23 Jennifer Crute Steiner
24 Chief Executive Officer
25 Innerchange
26 661 Technology Avenue
27 Orem, Utah 84097-6209

28 We are still working on a mutually
agreed upon date.
We are not sure when 8/16/15 will
work, but we will find a date in
August, 2015.

EXHIBIT “3”

Filters Used:

1 Tagged Record

Email Report

Form Format

Date Printed: 10/02/2015

Time Printed: 12:06PM

Printed By: GVARSHNEY

Date 7/08/2015 Time 3:24PM 3:24PM Duration 0.00 (hours) Code Client
Subject RE: Kogod - Outstanding Issues Staff Garima Varshney
Client Gabrielle Kogod MatterRef Kogod v. Kogod MatterNo D13-489442-D
From Garima Varshney
To 'Michael C. Flaxman'; James J. Jimmerson, Esq.
CC To Barbara Abbott; Kim Stewart; Sharon Hill; Gabrielle Cioffi-Kogod; Radford Smith
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status
Custom1 Custom3
Custom2 Custom4

Michael:

The Acceptance of Service for Jennifer Steiner that you provided is signed by Mr. Jimmerson. Is your law firm representing Ms. Steiner? If not, then please have Ms. Steiner or her counsel sign the Acceptance of Service and provide it to us.

If Dennis is representing that he has provided us all the documents that we requested in our Subpoenas for the three entities, then please have him sign the Affidavit of Custodian of Records and provide it to us. I'm attaching it again herein for your convenience.

Has Dennis set up a blocked account? Does he need anything from Gabrielle or from us to set that up?

July 14 deadline for the report and recommendations is fine.

-Garima

Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

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EXHIBIT “4”

Filters Used:

1 Tagged Record

Email Report

Form Format

Date Printed: 10/02/2015

Time Printed: 12:09PM

Printed By: GVARSHNEY

Date 7/13/2015 Time 9:10AM 12:00AM Duration 0.00 (hours) Code Client
Subject RE: Kogod - Outstanding Issues Staff Garima Varshney
Client Gabrielle Kogod MatterRef Kogod v. Kogod MatterNo D13-489442-D
From GVARSHNEY
To ks@jimmersonhansen.com; ba@jimmersonhansen.com; mcf@jimmersonhansen.com
CC To James Jimmerson <jjj@jimmersonhansen.com>; Gabrielle Kogod <gcioffikogod@yahoo.com>
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status
Custom1 Custom3
Custom2 Custom4

Michael:

Please respond by the end of today regarding Ms. Steiner's Acceptance of Service, and the blocked account information requested below.

I have domesticated Ms. Steiner's Notice of Deposition in both California and Utah. Because of the 20 day notice requirement in California and 14 day notice requirement in Utah, in the absence of receiving her signed Acceptance of Service by the end of today, I will have our process server serve Ms. Steiner in California or Utah.

-Garima

Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Pkwy., Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

--- Original Message---

To: 'Michael C. Flaxman'; James J. Jimmerson, Esq.
Cc: Barbara Abbott; Kim Stewart; Sharon Hill; Gabrielle Cioffi-Kogod; Radford Smith
From: Garima Varshney
Sent: 7/08/2015 3:24PM
Subject: RE: Kogod - Outstanding Issues

>> Michael:

>>

>> The Acceptance of Service for Jennifer Steiner that you provided is signed by
>> Mr. Jimmerson. Is your law firm representing Ms. Steiner? If not, then please
>> have Ms. Steiner or her counsel sign the Acceptance of Service and provide it to us.

>>

>> If Dennis is representing that he has provided us all the documents that we
>> requested in our Subpoenas for the three entities, then please have him sign the
>> Affidavit of Custodian of Records and provide it to us. I'm attaching it again herein
>> for your convenience.

>>

>> Has Dennis set up a blocked account? Does he need anything from Gabrielle or

EXHIBIT “5”

Filters Used:

1 Tagged Record

Email Report

Form Format

Date Printed: 10/02/2015

Time Printed: 12:12PM

Printed By: GVARSHNEY

Date 8/03/2015 Time 2:02PM 2:02PM Duration 0.00 (hours) Code Client
Subject Depositions Staff Garima Varshney
Client Nicole Young MatterRef Kogod v. Kogod MatterNo D13-489442-D
From nyoung@danielmarks.net
To Garima Varshney
CC To Daniel Marks
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status
Custom1 Custom3
Custom2 Custom4

Hi Garima:

I spoke with my client and we propose the following depositions be taken on the following dates:

1. Patricia Murphy: In Las Vegas on September 15, 2015
2. Sheldon Kogod: In Las Vegas on September 17, 2015
3. Dana Kogod: In California on September 18, 21, or 22, 2015
4. Dennis Kogod: In Las Vegas on September 28, 2015
5. Marsha Kogod: In California on September 29, 2015
6. Jennifer Steiner: In Provo, Utah on October 1, 2015
7. Mitchell Kogod: In California on October 3, 2015 (He is not available during the week, but he is available on Saturdays)

Please let me know if you have any questions.

Thanks!
Nicole

Nicole M. Young, Esq.
Associate Attorney
LAW OFFICE OF DANIEL MARKS
610 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 386-0536
Facsimile: (702) 386-6812

EXHIBIT “6”

Filters Used:

1 Tagged Record

Email Report

Form Format

Date Printed: 10/02/2015

Time Printed: 12:13PM

Printed By: GVARSHNEY

Date 8/03/2015 Time 4:58PM 4:58PM Duration 0.00 (hours) Code Client
Subject RE: Depositions Staff Garima Varshney
Client Nicole Young MatterRef Kogod v. Kogod MatterNo D13-489442-D
From nyoung@danielmarks.net
To Garima Varshney
CC To Daniel Marks
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status
Custom1 Custom3
Custom2 Custom4

Hi Garima:

Please do not serve Jennifer yet. I will talk to Dennis to figure out the best way to serve her. We may be able to have her accept service without the need for a process server.

Nicole M. Young, Esq.
Associate Attorney
LAW OFFICE OF DANIEL MARKS
610 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 386-0536
Facsimile: (702) 386-6812

From: Nicole Young
Sent: Monday, August 03, 2015 2:03 PM
To: 'Garima Varshney'
Cc: 'Daniel Marks'
Subject: Depositions

Hi Garima:

I spoke with my client and we propose the following depositions be taken on the following dates:

1. Patricia Murphy: In Las Vegas on September 15, 2015
2. Sheldon Kogod: In Las Vegas on September 17, 2015
3. Dana Kogod: In California on September 18, 21, or 22, 2015
4. Dennis Kogod: In Las Vegas on September 28, 2015
5. Marsha Kogod: In California on September 29, 2015
6. Jennifer Steiner: In Provo, Utah on October 1, 2015
7. Mitchell Kogod: In California on October 3, 2015 (He is not available during the week, but he is available on Saturdays)

Please let me know if you have any questions.

Thanks!
Nicole

EXHIBIT “7”

Filters Used:

1 Tagged Record

Email Report

Form Format

Date Printed: 10/02/2015

Time Printed: 12:15PM

Printed By: GVARSHNEY

Date	8/07/2015	Time	4:48PM	4:48PM	Duration	0.00 (hours)	Code	Case Related
Subject	Kogod - Rescheduling of Depositions						Staff	Jolene Hoeft
Client	Gabrielle Kogod	MatterRef	Kogod v. Kogod					MatterNo D13-489442-D
From	Garima Varshney							
To	Nicole Young <nyoung@danielmarks.net>							
CC To	Radford Smith; Gabrielle Cioffi-Kogod <gcioffikogod@yahoo.com>; Joe Leauanae <JoeLeauanae@anthem							
BCC To								
Reminders	(days before)	Follow	Done	Notify	Hide	Trigger	Private	Status
Custom1				Custom3				
Custom2				Custom4				

Nicole:

Based on your email from today's date, here are the final dates -

1. Patricia Murphy: In Las Vegas on September 15, 2015
2. Sheldon Kogod: In Las Vegas on September 17, 2015
3. Dana Kogod: In California on September 24, 2015
4. Marsha Kogod: In California on September 25, 2015
5. Mitchell Kogod: In California on September 26, 2015 (Saturday)
4. Dennis Kogod: In Las Vegas on September 28, 2015
6. Jennifer Steiner: In Provo, Utah on October 1, 2015

I will be filing amended notices, re-domesticating the subpoenas and serving all deponents. Due to the issue of enforceability of a subpoena that seeks deposition of a California resident in Las Vegas, except for Dennis Kogod and Jennifer Steiner, in my Subpoena, I will list Jaffe and Clemens as the location for all depositions. You may want to contact the deponents who are coming to Las Vegas to tell them that it's in our office so that there is no confusion.

I will wait to hear from you regarding Nadya's deposition on September 1 or 2. For Jennifer Steiner, I will domesticate the subpoena in Utah with the location of deposition in Utah. I will provide you with an Acceptance of Service for Ms. Steiner's signature within a certain timeframe. Should Ms. Steiner fail to sign the Acceptance within that timeframe, we will serve the subpoena on her.

Please let me know if there are any questions.

-Garima

Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

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EXHIBIT “8”

Filters Used:

1 Tagged Record

Email Report

Form Format

Date Printed: 10/02/2015

Time Printed: 12:16PM

Printed By: GVARSHNEY

Date 8/10/2015 Time 12:10PM 12:10PM Duration 0.00 (hours) Code Client
Subject RE: Kogod - Rescheduling of Depositions Staff Garima Varshney
Client Gabrielle Kogod MatterRef Kogod v. Kogod MatterNo D13-489442-D
From Garima Varshney
To 'Nicole Young'
CC To Daniel Marks; 'Gabrielle Cioffi-Kogod'; Joe Leauanae; Jenny Allen; 'Jolene Hoefft'; Radford Smith
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status
Custom1 Custom3
Custom2 Custom4

Nicole:

Attached herewith please find all the Amended Notices of Depositions for -

1. Patricia Murphy: September 15, 2015
2. Sheldon Kogod: September 17, 2015
3. Dana Kogod: September 24, 2015
4. Marsha Kogod: September 25, 2015
5. Mitchell Kogod: September 26, 2015 (Saturday)
6. Dennis Kogod: September 28, 2015
7. Jennifer Steiner: October 1, 2015

As indicated before, Pat Murphy, Sheldon Kogod and Dennis Kogod will be in Las Vegas. Dana Kogod, Marsha Kogod and Mitchell Kogod will be in California. Jennifer Steiner will be in Utah. We will domesticate all subpoenas and serve them to all individuals, except Jennifer Steiner.

For Jennifer Steiner, attached herewith please find the Acceptance of Service. Please have Ms. Steiner sign the Acceptance and provide it to us by August 17, 2015. In the absence of receiving the signed Acceptance from your office by August 17, we will domesticate the Subpoena in Utah and serve Ms. Steiner.

-Garima

Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

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EXHIBIT “9”

Filters Used:

1 Tagged Record

Email Report

Form Format

Date Printed: 10/02/2015

Time Printed: 12:19PM

Printed By: GVARSHNEY

Date	8/10/2015	Time	3:41PM	3:41PM	Duration	0.00 (hours)	Code	Client
Subject	RE: Kogod - Fourth Amended Subpoena Duces Tecum and Noti						Staff	Garima Varshney
Client	Gabrielle Kogod	MatterRef Kogod v. Kogod					MatterNo D13-489442-D	
From	Garima Varshney							
To	'Nicole Young'							
CC To	Gabrielle Cioffi-Kogod							
BCC To								
Reminders	(days before) Follow N Done N Notify N Hide N Trigger N Private N Status							
Custom1					Custom3			
Custom2					Custom4			

Nicole:

Yes, August 31st is fine for Ms. Steiner's Acceptance of Service. I'll calendar.

We'll mail the signed original Stipulation and Order.

-Garima

Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

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From: Nicole Young [mailto:nyoung@danielmarks.net]
Sent: Monday, August 10, 2015 3:36 PM
To: Garima Varshney <gvarshney@radfordsmith.com>
Subject: RE: Kogod - Fourth Amended Subpoena Duces Tecum and Notice of Deposition for Nadya Khapsalis

Hi Garima:

Filters Used:

1 Tagged Record

Email Report

Form Format

Date Printed: 10/02/2015

Time Printed: 12:19PM

Printed By: GVARSHNEY

We can vacate the hearing on that motion. I have attached a stipulation and order vacating that hearing to this email. Please sign and return to my office.

Also, Dennis just informed me that Jennifer is out of town until August 23rd, so she will not be able to sign the Acceptance of Service until she returns. I think we can have it signed by August 31 at the latest.

Please let me know if you have any questions.

Thanks!
Nicole

Nicole M. Young, Esq.
Associate Attorney
LAW OFFICE OF DANIEL MARKS
610 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 386-0536
Facsimile: (702) 386-6812

From: Garima Varshney [mailto:gvarshney@radfordsmith.com]
Sent: Monday, August 10, 2015 2:29 PM
To: Nicole Young
Cc: Gabrielle Cioffi-Kogod
Subject: Kogod - Fourth Amended Subpoena Duces Tecum and Notice of Deposition for Nadya Khapsalis

Nicole:

Attached herewith please find the Fourth Amended Subpoena Duces Tecum and Notice of Deposition for Nadya Khapsalis. Based on the revised Subpoena, please advise if you are willing to vacate the Motion for Protective Order filed on August 3. If you are willing to vacate it, then please provide us with a notice. If not, then we'll put together our response.

I wait to hear from you.

Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

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1 Tagged Record

Email Report

Form Format

Date Printed: 10/02/2015

Time Printed: 12:19PM

Printed By: GVARSHNEV

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EXHIBIT “10”

Filters Used:

1 Tagged Record

Email Report

Form Format

Date Printed: 10/02/2015

Time Printed: 12:20PM

Printed By: GVARSHNEY

Date 9/01/2015 Time 1:40PM 1:40PM Duration 0.00 (hours) Code Client
Subject Kogod v. Kogod- Depo of Steiner Staff Garima Varshney
Client Nicole Young MatterRef Kogod v. Kogod MatterNo D13-489442-D
From nyoung@danielmarks.net
To Garima Varshney
CC To
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status
Custom1 Custom3
Custom2 Custom4

Hi Garima:

Please hold off on serving Jennifer with the subpoena for her deposition. We will work on getting an Acceptance of Service from her.

Thanks!
Nicole

Nicole M. Young, Esq.
Associate Attorney
LAW OFFICE OF DANIEL MARKS
610 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 386-0536
Facsimile: (702) 386-6812

EXHIBIT “11”

Filters Used:

1 Tagged Record

Email Report

Form Format

Date Printed: 10/05/2015

Time Printed: 9:40AM

Printed By: GVARSHNEY

-----Original Message-----

From: Garima Varshney [mailto:gvarshney@radfordsmith.com]

Sent: Tuesday, September 01, 2015 4:37 PM

To: office; Nicole Young

Cc: Gabrielle Cioffi-Kogod

Subject: RE: FW: Kogod - UBS Transfer on Death Registration

Dan and Nicole:

Let me address Nicole's email today in which she again requested that we do not serve Ms. Steiner and that we wait for an acceptance of service from her.

Mr. Jimmerson already filed a protective order regarding Ms. Steiner which was denied at the hearing before discovery commissioner on June 26. Nicole asked for an extension until August 31 to provide us the Acceptance of Service which we agreed to as a courtesy to your office. It has now been more than two months since that Order, and we still do not have an acceptance of service from Ms. Steiner. We are not amenable to waiting any longer.

Domestication of the subpoena will take a few days. Once domesticated, under California Law, we need to provide Ms. Steiner a 20 day notice. Under Utah Law, we need to provide Ms. Steiner a 14 day notice. The deposition is scheduled for October 1. For these reasons, we are not willing to delay the service any longer.

-Garima

Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Pkwy., Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

--- Original Message ---

To: Daniel Marks <office@danielmarks.net>; nyoun@danieldmarks.net

Cc: Gabrielle Cioffi-Kogod <gcioffikogod@yahoo.com>; gvarshney@radfordsmith.com

From: RSMITH

Sent: 8/31/2015 11:23AM

Subject: RE: FW: Kogod - UBS Transfer on Death Registration

>>

>> Dan and Nicole:

>>

>> This email will memorialize our conversation today. I will address
>> the issues in the order set forth in Garima's Aug 31 email quoted below:

>>

>> 1) The stipulated Order filed, August 10, list precise amounts and
>> accounts for the transfer of the funds to be paid to Ms. Kogod.
>> There is no reason for any delay in that transfer, and your clients
>> continued failure to facilitate that transfer is a violation of the order.
Even at 2%, the interest on the funds owed is approximately \$200 per day.
>> Thus your client's delay has caused a loss at that rate to Ms. Kogod

EXHIBIT “12”

Filters Used:

1 Tagged Record

Email Report

Form Format

Date Printed: 10/05/2015

Time Printed: 9:21AM

Printed By: GVARSHNEY

Date	9/02/2015	Time	10:10AM	10:10AM	Duration	0.00 (hours)	Code	Client
Subject	Kogod - Deposition of Jennifer Steiner						Staff	Garima Varshney
Client	Gabrielle Kogod	MatterRef	Kogod v. Kogod				MatterNo	D13-489442-D
From	Garima Varshney							
To	'Nicole Young'							
CC To	Daniel Marks; 'Gabrielle Cioffi-Kogod'; Radford Smith							
BCC To								
Reminders	(days before) Follow N Done N Notify N Hide N Trigger N Private N Status							
Custom1					Custom3			
Custom2					Custom4			

Nicole:

We don't know where Ms. Steiner is. Per Mr. Jimmerson, she has an office in Utah and lives in California. So we are going to serve her in both places. Deposition will be conducted wherever she is served first. If we receive your Acceptance of Service prior to the domestication and service, then I'll tell our process servers to cease service. Otherwise, the service will go forward.

-Garima

Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

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-----Original Message-----

From: Nicole Young [mailto:nyoung@danielmarks.net]
Sent: Wednesday, September 02, 2015 10:08 AM
To: Garima Varshney <gvarshney@radfordsmith.com>
Subject: RE: FW: Kogod - UBS Transfer on Death Registration

Garima:

I spoke to Dennis and he said that we will be able to get her to sign the Acceptance of Service. He said that he should be able to get it on Tuesday, September 8,

Filters Used:

1 Tagged Record

Email Report

Form Format

Date Printed: 10/05/2015

Time Printed: 9:21AM

Printed By: GVARSHNEY

2015. However, I am confused regarding where this deposition is going to take place. The first notice we received states that the deposition will take place in Provo, Utah on October 1, 2015, at 10:00 am. The second notice states that it will take place in California on the same date and time. Obviously we cannot be in two places at once. Is there a reason why it has been noticed for two different locations?

Nicole M. Young, Esq.
Associate Attorney
LAW OFFICE OF DANIEL MARKS
610 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 386-0536
Facsimile: (702) 386-6812

-----Original Message-----

From: Garima Varshney [mailto:gvarshney@radfordsmith.com]
Sent: Tuesday, September 01, 2015 4:37 PM
To: office; Nicole Young
Cc: Gabrielle Cioffi-Kogod
Subject: RE: FW: Kogod - UBS Transfer on Death Registration

Dan and Nicole:

Let me address Nicole's email today in which she again requested that we do not serve Ms. Steiner and that we wait for an acceptance of service from her.

Mr. Jimmerson already filed a protective order regarding Ms. Steiner which was denied at the hearing before discovery commissioner on June 26. Nicole asked for an extension until August 31 to provide us the Acceptance of Service which we agreed to as a courtesy to your office. It has now been more than two months since that Order, and we still do not have an acceptance of service from Ms. Steiner. We are not amenable to waiting any longer.

Domestication of the subpoena will take a few days. Once domesticated, under California Law, we need to provide Ms. Steiner a 20 day notice. Under Utah Law, we need to provide Ms. Steiner a 14 day notice. The deposition is scheduled for October 1. For these reasons, we are not willing to delay the service any longer.

-Garima

Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Pkwy., Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

--- Original Message---

To: Daniel Marks <office@danielmarks.net>; nyoun@danialmarks.net
Cc: Gabrielle Cioffi-Kogod <gcioffikogod@yahoo.com>; gvarshney@radfordsmith.com
From: RSMITH
Sent: 8/31/2015 11:23AM

EXHIBIT “13”

Filters Used:

1 Tagged Record

Email Report

Form Format

Date Printed: 10/05/2015

Time Printed: 9:23AM

Printed By: GVARSHNEY

Date 9/02/2015 Time 4:03PM 4:03PM Duration 0.00 (hours) Code Client
Subject RE: Kogod - Deposition of Jennifer Steiner Staff Garima Varshney
Client Nicole Young MatterRef Kogod v. Kogod MatterNo D13-489442-D
From nyoung@danielmarks.net
To Garima Varshney
CC To
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status
Custom1 Custom3
Custom2 Custom4

Dennis just informed me that he can get the Acceptance to me on Wednesday morning.

Nicole M. Young, Esq.
Associate Attorney
LAW OFFICE OF DANIEL MARKS
610 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 386-0536
Facsimile: (702) 386-6812

-----Original Message-----

From: Nicole Young
Sent: Wednesday, September 02, 2015 3:24 PM
To: 'Garima Varshney'
Subject: RE: Kogod - Deposition of Jennifer Steiner

Garima:

After speaking with Dennis, I believe he should have the Acceptance of Service by late-Tuesday, which is after the Labor Day holiday. I believe I should be able to get it to you by Wednesday or Thursday. I should also be able to let you know where that deposition will take place.

Nicole M. Young, Esq.
Associate Attorney
LAW OFFICE OF DANIEL MARKS
610 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 386-0536
Facsimile: (702) 386-6812

-----Original Message-----

From: Garima Varshney [mailto:gvarshney@radfordsmith.com]
Sent: Wednesday, September 02, 2015 10:16 AM
To: Nicole Young
Cc: Daniel Marks; Gabrielle Cioffi-Kogod; Radford Smith
Subject: Kogod - Deposition of Jennifer Steiner

Nicole:

EXHIBIT “14”

Filters Used:
1 Tagged Record

Email Report

Form Format

Date Printed: 10/05/2015
Time Printed: 9:43AM
Printed By: GVARSHNEY

Date 9/08/2015 Time 7:26PM 7:26PM Duration 0.00 (hours) Code Client
Subject Acceptance of Service Staff Garima Varshney
Client Gabrielle Kogod MatterRef Kogod v. Kogod MatterNo D13-489442-D
From jennifer.crute.steiner@gmail.com
To Radford Smith

CC To

BCC To

Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status

Custom1

Custom3

Custom2

Custom4

Please see attached and signed document.

- Jennifer Steiner

1 ACSR

2 RADFORD J. SMITH, CHARTERED

3 RADFORD J. SMITH, ESQ.

4 Nevada Bar No. 002791

5 GARIMA VARSHNEY, ESQ.

6 Nevada Bar No. 011878

7 2470 St. Rose Parkway, Suite 206

8 Henderson, NV 89074

9 Telephone: (702) 990-6448

10 Facsimile: (702) 990-6456

11 rsmith@radfordsmith.com

12 Attorneys Plaintiff

13
14 DISTRICT COURT
15 CLARK COUNTY, NEVADA

16 GABRIELLE CIOFFI - KOGOD,

17 Plaintiff,

18 v.

19 DENNIS KOGOD,

20 Defendant.

CASE NO.: D-13-489442-D

DEPT NO.: G

FAMILY DIVISION

21
22 ACCEPTANCE OF SERVICE

23 ACCEPTANCE OF SERVICE is hereby acknowledged this 8 day of ^{September} ~~August~~, 2015, of

24 Plaintiff's SUBPOENA DUCES TECUM AND NOTICE OF DEPOSITION OF JENNIFER CRUTE
25 STEINER.

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Jennifer Crute Steiner
Chief Executive Officer
Innerchange

661 Technology Avenue
Orem, Utah 84097-6209

86 N. University Ave #450
Provo, UT 84601

0001

DISTRICT COURT
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI - KOGOD

CASE NO.: D-13-489442

DEPT NO.: G

Plaintiff,

v.

DENNIS KOGOD,

Defendant.

FAMILY COURT
MOTION/OPPOSITION FEE
INFORMATION SHEET
(NRS 19.0312)

Party Filing Motion/Opposition : ☐ Plaintiff/Petitioner ☐ Defendant/Respondent

OPPOSITION TO MOTION FOR AN ORDER TO SHOW CAUSE TO HOLD GABRIELLE CIOFFI-KOGOD IN CONTEMPT FOR FAILURE TO COMPLY WITH THE DISCOVERY COMMISSIONER'S RECOMMENDATION REGARDING SERVICE OF JENNIFER CRUTE STEINER AND FOR ATTORNEY'S FEES AND COSTS AND COUNTERMOTION FOR SANCTIONS AND ATTORNEY'S FEES

**Motions and
Oppositions to Motions
filed after entry of a final
order pursuant to NRSS
125, 125B or 125C are
subject to the Re-open
filing fee of \$25.00,
unless specifically
excluded (NRS 19.0312)**

NOTICE:

If it is determined that a motion or
opposition is filed without payment
of the appropriate fee, the matter
may be taken off the Court's
calendar or may remain undecided
until payment is made.

Mark correct answer with an "X"

1. No final Decree or Custody Order has been entered. ☐ YES ☒ NO
2. This document is filed solely to adjust the amount of support for a child. No other request is made. ☐ YES ☒ NO
3. This Motion is made for reconsideration or a new trial and is filed within 10 days of the Judge's Order if YES, provide file date of Order: _____. ☐ YES ☒ NO

If you answered YES to any of the questions above,
you are not subject to the \$25 fee.

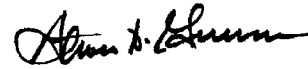
Motion/Opposition ☒ IS ☐ IS NOT subject to \$25 filing fee

Dated this 6 of October, 2015

Jolene Hoeft

Printed Name of Preparer

Signature of Preparer



CLERK OF THE COURT

1 DANIEL MARKS, ESQ.
2 Nevada State Bar No. 002003
3 NICOLE M. YOUNG, ESQ.
4 Nevada State Bar No. 12659
5 610 South Ninth Street
6 Las Vegas, Nevada 89101
7 (702) 386-0536; FAX: (702) 386-6812
8 Attorneys for Defendant

DISTRICT COURT

CLARK COUNTY, NEVADA

8 GABRIELLE CIOFFI-KOGOD

Case No. D-13-489442-D
Dept. No. Q

9 Plaintiff,

10 vs.

11 DENNIS KOGOD,

Date of Hearing: October 14, 2015
Time of Hearing: 11:00 a.m.

12 Defendant.
13 _____ /

14 **REPLY IN SUPPORT OF MOTION FOR AN ORDER TO CAUSE TO HOLD GABRIELLE**
15 **CIOFFI-KOGOD IN CONTEMPT FOR FAILURE TO COMPLY WITH THE DISCOVERY**
16 **COMMISSIONER'S RECOMMENDATION REGARDING SERVICE OF JENNIFER CRUTE**
17 **STEINER AND FOR ATTORNEY'S FEES AND COSTS; AND OPPOSITION TO**
18 **COUNTERMOTION FOR SANCTIONS AND ATTORNEY'S FEES**

19 COMES NOW the Defendant, Dennis Kogod, by and through his counsel, Daniel Marks, Esq., and
20 Nicole M. Young, Esq., of the Law Office of Daniel Marks, and hereby submits his reply in support of his
21 Motion for an Order to Cause to Hold Gabrielle Cioffi-kogod in Contempt for Failure to Comply with the
22 Discovery Commissioner's Recommendation Regarding Service of Jennifer Crute Steiner and for Attorney's
23 Fees and Costs; and opposes Plaintiff's Countermotion for Sanctions and Attorney's Fees.

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1 The grounds for Defendant's Reply and Opposition are set forth in the attached Memorandum of
2 Points and Authorities.

3 DATED this 12 day of October, 2015.

4 LAW OFFICE OF DANIEL MARKS

5
6 DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
7 NICOLE M. YOUNG, ESQ.
Nevada State Bar No. 12659
8 610 South Ninth Street
9 Las Vegas, Nevada 89101
Attorneys for Defendant

10 **MEMORANDUM OF POINTS AND AUTHORITIES**

11 **I. FACTUAL BACKGROUND**

12 Since Defendant Dennis Kogod (hereinafter "Dennis") filed the instant motion, the following has
13 occurred with respect to Plaintiff Gabrielle Cioffi-Kogod (hereinafter "Gabrielle") taking the deposition
14 of Jennifer Crute Steiner:

- 15 1. On September 15, 2015, Gabrielle's counsel, Garima Varshney, Esq., finally responded to
16 Ms. Steiner's email dated September 8, 2015, in which she emailed Ms. Varshney her
17 Acceptance of Service. No where in Ms. Varshney's email does it explain why it took one
18 (1) week to respond to Ms. Steiner regarding the Acceptance of Service. Further, Ms.
19 Varshney did not explain to Ms. Steiner why she had Ms. Steiner served despite receiving
20 an Acceptance of Service for a deposition in Utah. (See Exhibit 1.)
- 21 2. After Ms. Varshney emailed Ms. Steiner on September 15th, Ms. Varshney had Ms.
22 Steiner served yet again. In total, Ms. Varshney had Ms. Steiner served on three (3)
23 separate occasions. Two (2) times at her home in Santa Barbara, and one (1) time at her
24 workplace in Utah.
- 25 3. After being served three (3) times after emailing her Acceptance of Service to Gabrielle's
26 counsel, Ms. Steiner emailed Ms. Varshney stating that she felt harassed, that she would
27 not be able to appear for the deposition on October 6, 2015, and that she would retain
28 counsel and have her counsel contact Ms. Varshney. (See Exhibit 1.)

1 Currently, counsel for both Gabrielle and Dennis are trying to coordinate dates with Ms. Steiner's
2 counsel to take Ms. Steiner's deposition. What is most interesting about this entire situation is that if
3 Gabrielle had worked with Dennis' counsel by waiting to serve Ms. Steiner, then the deposition that was
4 scheduled for October 6, 2015, would have already occurred.

5 II. LEGAL ARGUMENT

6 An agreement between parties to resolve pending issues in a divorce is enforceable when that
7 agreement is entered in the court minutes in the form of an order. *Grisham v. Grisham*, 128 Nev. Adv.
8 Op. 60, 289 P.3d 230, 233 (2012); see District Court Rule 16; and see EDCR 7.50. The purpose of this
9 rule is to give the courts "an efficient method for determining genuine settlements and enforcing them."
10 *Grisham*, 289 P.3d at 233 (citing *Resnick v. Valente*, 97 Nev. 615, 616, 637 P.2d 1205, 1206 (1981). A
11 party may only be relieved of a stipulation if that party is able to show that the stipulation was only
12 "entered into through mistake, fraud, collusion, accident or some other ground of like nature." *Id.* at 236.

13 In this case, a review of the transcript from the hearing before the Discovery Commissioner
14 shows that the parties made an agreement regarding the service of Ms. Steiner. (See Transcript Re: All
15 Pending Motions, before the Honorable Chris A. Beccroft, Jr., Friday, June 26, 2015, filed on July 9,
16 2015, attached to Defendant's instant motion as Exhibit 1.) This Court should enforce that agreement.)

17 Gabrielle breached that agreement by not waiting to receive the Acceptance of Service. Dennis
18 told Gabrielle, through counsel, that they would receive the Acceptance of Service by September 8,
19 2015, at the latest. (See Emails between Nicole Young and Garima Varshney, dated September 2, 2015,
20 attached to Dennis's instant motion at Exhibit 8.) There was no need for Gabrielle to attempt service
21 based on that representation. True to his word, Gabrielle received the Acceptance of Service from Ms.
22 Steiner for a deposition in Utah, on September 8, 2015. (See Acceptance of Service, attached to Dennis'
23 instant motion at Exhibit 9.)

24 This Court may look at Gabrielle's actions in this case to understand Gabrielle's intent regarding
25 Ms. Steiner's deposition. First, despite agreeing the deposition would take place in Utah, Gabrielle re-
26 noticed the deposition to occur in California. This decision was made without speaking with Dennis'
27 counsel or with Ms. Steiner. Second, instead of waiting until September 9, 2015, to attempt service,
28 Gabrielle took the approach that she would attempt service in both Utah and California and not care that

1 Ms. Steiner was willing to accept service so as not to embarrass her family. Third, after Ms. Steiner
2 emailed the Acceptance of Service directly to Gabrielle's counsel, Ms. Steiner was served two (2) times
3 in front of her family in California. Fourth, after Ms. Varshney finally responded to Ms. Steiner's
4 emailed Acceptance of Service on September 15, 2015, Ms. Steiner was served for a third time in Utah
5 at her place of work.

6 This Court can only come to one of two conclusions regarding the service of Ms. Steiner. First,
7 this Court could find that Gabrielle engaged in these actions to harass and/or embarrass Ms. Steiner.
8 Second, this Court could find that the multiple attempts to serve Ms. Steiner was basic incompetence.
9 Either way, Gabrielle has increased the cost of litigation.

10 Gabrielle should have given Dennis a reasonable amount of time to provide the Acceptance of
11 Service for this deposition. The date suggested by Dennis of September 8th was reasonable. It was
12 approximately one (1) month before the scheduled deposition, and gave Gabrielle plenty of time to
13 attempt service if Dennis was unable to get the Acceptance of Service. The fact that Gabrielle was
14 unwilling to cooperate with Dennis, and instead chose to have Ms. Steiner served on multiple occasions
15 shows that Gabrielle's true intent during this case is to punish Dennis and embarrass anyone who he may
16 have spent money on over the past few years. Dennis has not tried to impede Gabrielle's ability to
17 conduct discovery, but her actions, especially with regard to Ms. Steiner's depositions, show that she is
18 using the discovery process for an improper purpose.

19 As such, this Court should issue an Order to Show Cause, find Gabrielle in contempt of the
20 stipulation the parties made in front of the Discovery Commissioner, and award Dennis attorney's fees
21 and costs relating to the deposition of Ms. Steiner. Gabrielle took this issue too far, and her actions
22 increased the cost of litigation when she refused to cooperate with Dennis. Further, this Court should
23 deny Gabrielle's counter motion for sanctions and attorneys fees because it was Gabrielle's actions alone
24 that have caused delays with taking the deposition of Ms. Steiner.

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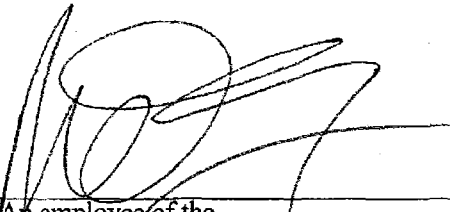
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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 12 day of September, 2015, pursuant to NRCP 5(b) and Administrative Order 14-2, I electronically transmitted a true and correct copy of the above and foregoing **REPLY IN SUPPORT OF MOTION FOR AN ORDER TO CAUSE TO HOLD GABRIELLE CIOFFI-KOGOD IN CONTEMPT FOR FAILURE TO COMPLY WITH THE DISCOVERY COMMISSIONER'S RECOMMENDATION REGARDING SERVICE OF JENNIFER CRUTE STEINER AND FOR ATTORNEY'S FEES AND COSTS; AND OPPOSITION TO COUNTERMOTION FOR SANCTIONS AND ATTORNEY'S FEES** by way of Notice of Electronic Filing provided by the court mandated E-file as follows:

Radford J. Smith, Esq.
Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorney for Defendant



An employee of the
LAW OFFICE OF DANIEL MARKS

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI-KOGOD,
Plaintiff/Petitioner

-vs-

DENNIS KOGOD,
Defendant/Respondent

CASE NO. D-13-489442-D

DEPT. Q

**FAMILY COURT MOTION/OPPOSITION
FEE INFORMATION SHEET (NRS19.0312)**

Party Filing Motion/Opposition: ☐ Plaintiff/Petitioner ☒ Defendant/Respondent

REPLY IN SUPPORT OF MOTION FOR AN ORDER TO CAUSE TO HOLD GABRIELLE CIOFFI-KOGOD IN CONTEMPT FOR FAILURE TO COMPLY WITH THE DISCOVERY COMMISSIONER'S RECOMMENDATION REGARDING SERVICE OF JENNIFER CRUTE STEINER AND FOR ATTORNEY'S FEES AND COSTS; AND OPPOSITION TO COUNTERMOTION FOR SANCTIONS AND ATTORNEY'S FEES

Notice

**Motions and Oppositions to
Motions filed after entry of
final Decree or Judgment
(pursuant to NRS 125,
125B & 125C)
are subject to the Re-open
Filing Fee of \$25.00, unless
specifically excluded.
(See NRS 19.0312)**

Excluded Motions/Opposition

- ☒ Motions filed before final Divorce/Custody Decree entered
(Divorce/Custody Decree NOT final)
- ☐ Child Support Modification ONLY
- ☐ Motion/Opposition For Reconsideration (Within 10 day of Decree)
Date of Last Order _____
- ☐ Request for New Trial (Within 10 days of Decree)
Date of Last Order _____
- ☐ Other Excluded Motion _____
(Must be prepared to defend exclusion to Judge)

NOTE: If no boxes are checked, filing fee MUST be paid.

☐ Motion/Opp IS subject to \$25.00 filing fee ☒ Motion/Opp IS NOT subject to filing fee

Date: October 2, 2015

DANIEL MARKS
Printed Name of Preparer

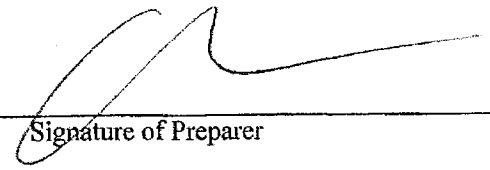

Signature of Preparer

EXHIBIT 1

Nicole Young

From: Jennifer Steiner [jennifer.crute.steiner@gmail.com]
Sent: Friday, September 18, 2015 2:30 PM
To: Garima Varshney
Cc: Gabrielle Cioffi-Kogod; Radford Smith; Daniel Marks; Nicole Young
Subject: Re: Acceptance of Service

Garima,

I was served a subpoena three times from your firm for the same deposition in both my home and work. I deem this behavior as harassment and excessive and a violation of my privacy. I will be retaining my own counsel. They will be in contact with you.

I am not available in either Utah or California for this deposition for the next four weeks, so I will advise my counsel to prepare a written statement.

Thank you,
Jennifer Steiner

On Sep 15, 2015, at 10:34 AM, Garima Varshney <gvarshney@radfordsmith.com> wrote:

Dear Ms. Steiner:

Thank you for providing us the Acceptance of Service. We have domesticated your Subpoena Duces Tecum and Notice of Deposition in both California and Nevada. The Acceptance of Service that you signed seems to suggest that you would like your deposition to be conducted in Utah. Please confirm if this is correct. If you would like your deposition to be in Utah, then it will be conducted in the office of Howard Lewis & Petersen PC, 120 E. 300 N., Provo, Utah 84606. If you would like your deposition to be in California, then it will be conducted in McDaniel Reporting, 21 East Carrillo Street, Suite 190, Santa Barbara, California 93101.

In either instance, the deposition, as indicated in both Subpoenas, shall be on October 1, 2015 at 10:00 a.m.

I look forward to hearing from you.

-Garima

Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

****NOTICE****

This message is intended for the use of the individual or entity to which it is addressed and may contain attorney/client information that is privileged, confidential and exempt from disclosure under applicable law. If

10/12/2015

00344

the reader of this message is not the intended recipient or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email or by telephone (702) 990-6448, and immediately delete this message and all its attachments.

From: Jennifer Steiner [<mailto:jennifer.crute.steiner@gmail.com>]

Sent: Tuesday, September 08, 2015 7:27 PM

To: Radford Smith <rsmith@radfordsmith.com>

Subject: Acceptance of Service

Please see attached and signed document.

- Jennifer Steiner

10/12/2015

00345

1 TRANS

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10 GABRIELLE CIOFFI-KOGOD,)
11 Plaintiff,)
12 vs.)
13 DENNIS L. KOGOD,)
14 Defendant.)
15 _____)

CASE NO. D-13-489442-D
DEPT. Q

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BEFORE THE HONORABLE BRYCE C. DUCKWORTH
DISTRICT COURT JUDGE

TRANSCRIPT RE: ALL PENDING MOTIONS

WEDNESDAY, OCTOBER 14, 2015

COPY

FILED
DEC 29 2016
Ann L. Blum
CLERK OF COURT

1 APPEARANCES:

2 The Plaintiff: GABRIELLE CIOFFI-KOGOD
3 For the Plaintiff: RADFORD SMITH, ESQ.
4 GARIMA VARSHNEY, ESQ.
5 2470 St. Rose Pkwy., #206
6 Henderson, Nevada 89074
7 (702) 990-6448

8 For the Defendant: DANIEL MARKS, ESQ.
9 NICOLE YOUNG, ESQ.
10 610 S. 9th St.
11 Las Vegas, Nevada 89101
12 (702) 386-0536

13 Also Present: GAYLE NATHAN, ESQ.
14 8275 S. Eastern Ave.,
15 Suite 200-825
16 Las Vegas, Nevada 89123
17 (702) 724-2675

18 JENNIFER ALLEN
19 Anthem Forensics
20
21
22
23
24

1 LAS VEGAS, NEVADA

WEDNESDAY, OCTOBER 14, 2015

2 PROCEEDINGS

3 (THE PROCEEDINGS BEGAN AT 11:23:34)

4

5 THE COURT: We are on the record in the Cioffi Kogod
6 matter, Case D-13-489442-D. Please confirm your appearances.

7 MR. SMITH: Radford Smith, 2791, on behalf of
8 Gabrielle Cioffi Kogod, who is to my right.

9 MS. VARSHNEY: Garima Varshney, Your Honor. Bar
10 number 11878, also on behalf of Ms. -- Mrs. Kogod.

11 THE COURT: Good morning.

12 MR. MARKS: Your Honor, Daniel Marks and Nicole
13 Young. We're here for Dennis Kogod. My bar number's 002003.

14 MS. YOUNG: And my bar number's 12659.

15 THE COURT: Good morning.

16 MS. NATHAN: And Gayle Nathan, bar number 4917, with
17 permission from Counsel to appear -- appear before the Court.
18 Illinois Counsel Jennifer Gilbert has been representing one of
19 the witnesses in this matter and she applied to the bar to
20 appear pro hac vice and I sponsored that application. But now
21 we have to have an order from the Court allowing me to enter
22 the case and for her to associate --

23 THE COURT: Okay.

24 MS. NATHAN: -- with me. And the intervention

1 statute -- or rule has a tiny little window that would allow
2 that to happen.

3 I'm just -- I came before the Court. I talked to
4 Counsel and I said, you know, if we could stipulate to my
5 appearing for the very narrow purpose of representing a
6 witness, I'm fine with a stipulation that I not have access to
7 any of the files because I understand this is a sealed matter.

8 But the way I read the order -- the rule, I have to
9 have an order to appear in order for Ms. Gilbert to
10 associate --

11 THE COURT: Associate.

12 MS. NATHAN: -- with me.

13 THE COURT: Okay.

14 MS. NATHAN: And appear in the case.

15 THE COURT: All right. Is there any objection for
16 that limited purpose?

17 MR. SMITH: Well, for the limited purpose as long as
18 there's no access --

19 THE COURT: Okay.

20 MR. SMITH: -- to anything, that's fine. Or
21 hearings or information --

22 THE COURT: Okay.

23 MR. SMITH: -- et cetera.

24 MS. NATHAN: Yeah, that's fine.

1 MR. MARKS: So I have no objection.
2 THE COURT: So I'll go ahead and grant that.
3 MR. MARKS: I have no objection --
4 THE COURT: Okay.
5 MR. MARKS: -- to Ms. Nathan.
6 THE COURT: So I grant that order.
7 MS. NATHAN: Thank you very much.
8 THE COURT: Okay.
9 MS. NATHAN: And I'll --
10 MR. MARKS: I'll prepare --
11 MS. NATHAN: I'll draft a very brief stipulation and
12 order to --
13 MR. SMITH: You --
14 MS. NATHAN: -- to that effect.
15 THE COURT: Okay.
16 MR. SMITH: While Ms. Nathan is here, I've received
17 communication from Ms. Stei -- Ms. Gilbert, the Illinois
18 lawyer, that Ms. Steiner would be available on December 3rd.
19 We wanted to get her deposition before that but, in discussion
20 with my client, we'll agree to that December 3rd date.
21 MS. NATHAN: Okay.
22 MR. SMITH: And it's our understanding on the record
23 since Counsel has now appeared, that Ms. Steiner will appear
24 in Beverly Hills at the offices of Jaffe and Clemens on

1 December 3rd for her deposition, correct?

2 MS. NATHAN: I -- I don't have information to the

3 exact location, but if that's Mr. Smith's representation --

4 THE COURT: Understanding.

5 MS. NATHAN: -- of --

6 THE COURT: Okay.

7 MR. SMITH: I think Mr. Marks can acknowledge --

8 MS. NATHAN: I wouldn't --

9 MR. SMITH: -- that's the information that we have

10 --

11 MS. NATHAN: -- dispute it.

12 MR. SMITH: -- from --

13 MR. MARKS: I believe that I had urged them to come

14 to Beverly Hills because you could fly in and fly out within a

15 day. So I would expect that they would do that.

16 MR. SMITH: Okay. But it's -- it's in an email from

17 Ms. Gilbert, so --

18 MS. NATHAN: Okay.

19 MR. MARKS: I'm not disputing that.

20 MR. SMITH: Within --

21 THE COURT: Okay.

22 MR. SMITH: With our understanding then that's the

23 date and -- and the time that the -- we'll work out on the

24 time, but --

1 MR. MARKS: We'll work out --
2 MR. SMITH: -- that'll be the --
3 MR. MARKS: -- the time based on the files.
4 MR. SMITH: Because I usually drive there. Work out
5 the time. That's an inside joke. I missed the last two
6 flights, so I had to drive to --
7 THE COURT: Oh.
8 MR. SMITH: -- the depo.
9 THE COURT: That's a nice commute.
10 MR. SMITH: It's actually very nice. I get more
11 work done --
12 THE COURT: It's not bad.
13 MR. SMITH: -- in my car --
14 THE COURT: Yeah.
15 MR. SMITH: -- than I would --
16 THE COURT: It's not bad.
17 MR. SMITH: -- if I was on the plane.
18 THE COURT: All right. Good enough.
19 MR. MARKS: The only other thing, Your Honor -- our
20 motion relates to service on Ms. Steiner, so I don't know if
21 Ms. Nathan should hear that or you would like her to leave.
22 It relates to her client and the service. That's the motion
23 that you set for today.
24 THE COURT: Right, it's -- it's on the discovery

1 issue. I -- I don't know that I need --
2 MR. MARKS: Okay.
3 THE COURT: -- any -- anything further.
4 MR. MARKS: That's fine. Okay.
5 THE COURT: So you're -- you're free to go.
6 MS. VARSHNEY: As -- as part of Ms. Nathan's order,
7 could you include that we don't -- that by stipulation the
8 deposition will be on December 3rd in Jaffe and Clemens so I
9 don't have to domestic it and serve and all that stuff?
10 MR. SMITH: Yeah, that would be helpful. If there's
11 an issue with that, just let us know.
12 MS. NATHAN: Okay. I'll --
13 MR. SMITH: Okay.
14 MS. NATHAN: I just have to check --
15 THE COURT: Okay.
16 MS. NATHAN: -- with Ms. Gilbert first.
17 MR. SMITH: I understand.
18 THE COURT: Okay.
19 MS. NATHAN: I was in trial. If there was an email
20 that came to me, I was in trial yesterday, so --
21 MR. SMITH: It wasn't yesterday. It's -- it's an
22 older email, but yeah.
23 MS. NATHAN: Okay.
24 MR. MARKS: Okay.

1 THE COURT: All right.
2 MS. NATHAN: All right. Thank you very much.
3 THE COURT: All right. Thank you, Ms. Nathan. Also
4 the record will reflect we have Ms. Allen here from --
5 MR. SMITH: Yes, at your request.
6 THE COURT: -- from Anthem Forensics.
7 MS. ALLEN: Yes.
8 THE COURT: So --
9 MR. SMITH: We follow those requests.
10 THE COURT: Okay.
11 MR. SMITH: She's here at every hearing.
12 THE COURT: All right.
13 MR. SMITH: So, Your Honor, there's just a motion I
14 think the Court --
15 THE COURT: A motion -- well --
16 MR. MARKS: There's the motion and there's a couple
17 of --
18 THE COURT: And it's my understanding we need to
19 reset the dates.
20 MR. MARKS: We need to reset the trial and -- and
21 expert witness dates --
22 MR. SMITH: Yes.
23 MR. MARKS: -- by stipulation.
24 MR. SMITH: Yes, by stipulation.

1 THE COURT: So when -- when are we looking to reset?

2 MR. MARKS: In talking to Mr. Smith, we were looking
3 at the middle of February.

4 MR. SMITH: Yeah.

5 THE COURT: All right. How about -- I have -- the
6 week of February 15th is President's Day, so that's a holiday.
7 So the 16th, 17th, and 19th -- oh wait a second, let me see if
8 I've set something.

9 MR. SMITH: Do you have a calendar? Yeah.

10 THE COURT: Is that --

11 MS. YOUNG: Your Honor, I --

12 MR. MARKS: I have a trial with I think Mr. Smith on
13 the 16th, the Petersen (ph) and Cavanaugh (ph) matter.

14 THE COURT: Oh okay.

15 MR. SMITH: We have a lot of cases together.

16 THE COURT: So you -- do want -- do you want to try
17 them both at the same time?

18 MR. MARKS: It's in a different department.

19 THE COURT: Oh okay.

20 MR. MARKS: So until cloning --

21 THE COURT: Well I can send this over there,
22 wherever it is.

23 MR. MARKS: No comment.

24 THE COURT: How about the -- the 23rd, 24th, and

1 26th?

2 MS. VARSHNEY: Of February, Your Honor?

3 THE COURT: Of February.

4 MS. VARSHNEY: February 23rd --

5 THE COURT: The -- that's the week after.

6 MS. VARSHNEY: -- 24th, 25th.

7 MR. MARKS: And the 25th you're dark? Is that it?

8 THE COURT: I am. So --

9 MR. MARKS: I'm -- I'm fine.

10 THE COURT: -- 23rd and 24th would start at 1:30.

11 The 26th would start at 9:00.

12 MR. MARKS: That's fine.

13 MS. VARSHNEY: Those dates are fine, Your Honor.

14 THE COURT: Okay.

15 MR. MARKS: But that only gives us two days.

16 THE COURT: Isn't that what we -- did we have a

17 set --

18 MR. SMITH: I think that's what was originally

19 scheduled.

20 THE COURT: I think that's what we had it set.

21 MR. SMITH: I think Mr. Marks and I are now of the

22 belief that it may take longer than that only because of the

23 scope of the information that's going to be needed to --

24 MR. MARKS: Well --

1 MR. SMITH: -- address --
2 MR. MARKS: -- I'm assuming we'll call both our
3 clients and cross of our clients.
4 MR. SMITH: Sure.
5 MR. MARKS: And potential experts.
6 MR. SMITH: Potential? We got one. She's sitting
7 here.
8 MR. MARKS: So on that --
9 THE COURT: Well now -- that was the objective --
10 was to streamline --
11 MR. MARKS: I don't --
12 THE COURT: -- it through --
13 MR. MARKS: Yeah, right.
14 THE COURT: -- through experts.
15 MR. MARKS: I just -- but okay. I'm the Defendant.
16 As long as I get equal time, we'll -- we'll work out --
17 THE COURT: Yeah, yeah. I -- I keep track of the
18 time in twos.
19 MR. MARKS: I don't want the time to run.
20 THE COURT: Well listen, I --
21 MR. MARKS: I never get to say anything.
22 THE COURT: And -- and I think part of this process
23 has been to -- as we've had experts involved, I've given at
24 least some direction in terms what I'm looking for --

1 MR. MARKS: Okay. That's fine.

2 THE COURT: -- and the type of information, so --

3 MR. MARKS: Then -- then we'll do it if that -- if
4 we can do it in that time, that's fine.

5 MR. SMITH: That's a nice segue into the other issue
6 I wanted to discuss with the Court today, and that is the
7 issue that Mr. Marks and I have discussed, and that is the
8 nature of the expert reports.

9 We have as you know affirmatively indicated that
10 there is monies that need to be accounted for as a result of
11 waste. When -- in the beginning of this case when Mr.
12 Jimmerson and Mr. -- Ms. Gentile were involved, part of the
13 delay -- substantial delay in the case really commencing in
14 earnest was the continued promise that there was going to be
15 the submission of documents and an expert's analysis of the
16 waste, because there is a recognition, as set forth by Mr.
17 Jimmerson in the very first appearance he made here that there
18 was a breach of -- of the --

19 THE COURT: Right.

20 MR. SMITH: -- fiduciary obligation. So that was
21 what Mr. Jimmerson had indicated not only during that time
22 which delayed the commencement of the case in earnest. When I
23 came involved, we started the discovery. At that point again
24 when we went to the discovery conference and as you recall, we

1 had to submit a very long analysis of -- of the discovery for
2 the conference which we continued once. He again indicated
3 that he would have an expert and -- and provide us the
4 information. I think the words he used was he's to provide
5 everything.

6 So at this point now, the position is that well,
7 they don't have an expert and we'll just look and see what
8 your expert is looking at. I believe this is a case that
9 requires an accounting by the person who acknowledges the
10 breach of the fiduciary obligation. It would seem to me that
11 that's an affirmative act, not a rebuttal act. It sounds to
12 me like they're cherry picking the notion that they would just
13 see what we come up with and if we don't find something, then,
14 you know, they'll -- they'll address the report as it is.

15 To me, I think a rebuttal report is in the nature of
16 only addressing the information that's contained in the report
17 that's presented and only the theories that are present --
18 report that's presented. I don't think that they have a wide
19 of an opportunity to just wait until our expert provides the
20 report and then provide whatever report they decide, whether
21 it's based upon our expert's report or some affirmative -- or
22 some affirmation of what they think is owed.

23 So my -- my issue is whether or not -- I want to
24 bring this to -- to get the Court's view on this because my

1 issue is that if they don't provide an affirmative report,
2 they're -- they're left with our report. They can't provide
3 now a new report that contains new analysis.

4 MR. MARKS: Your Honor, okay. It's not exactly what
5 I told Mr. Smith and I'm not sure it's amenable to this kind
6 of ad hoc discussion. It may take more time, but let me try
7 to give you some examples.

8 What they may be calling waste -- and remember,
9 we've had five depositions already. So for instance, if
10 there's a house in California that my client is accepting as
11 his house, it may be in the brother's name, but the brother's
12 testimony is it's always Dennis' house. And my client's
13 saying here's the house and it'll go on my side of the
14 equation at fair market value. What they thought was waste, I
15 think they are now going to realize is not waste. It's a
16 house that's owned essentially by Dennis.

17 So we're learning a lot of that through the
18 discovery process that what they originally were saying is
19 waste are clearly not assets that are wasted. That real
20 estate has good value and it'll go to my client presumably.
21 So a lot of that is through discovery process.

22 We have given them thousands, maybe tens of
23 thousands of documents. I don't know what they claim is
24 waste, because most of the assets have gone up are not wasted.

1 It's not a waste case in the classic sense of everything
2 falling apart. The net worth has gone up through this whole
3 process.

4 So I need to see this as more like a civil case
5 where someone's saying I'm damaged to the tune of X and then
6 the other side gets to rebut and say no, you're not damaged to
7 the tune of X, either you're not damaged or you're damaged to
8 a tune of Y. I think that's a logical way to proceed.

9 And I told Mr. Smith I think yesterday or the day
10 before should he need to rebut that and we need to do a
11 surrebuttal, I think there would be enough time. It's not a
12 classic both submit reports on the value of the house like you
13 would a blind report or even a blind report on a business,
14 because I don't know what their theory is. I don't know what
15 their math is. They've had their accountant at every
16 deposition.

17 Quite frankly, the depositions aren't showing what I
18 had heard him alleging was going to be shown. And we've given
19 thousands of documents. We're not conceding anything at this
20 time. We have the depositions of the clients for next week.
21 Stuff may come out at those depositions that may change, but
22 right now in California they took four depositions and the
23 assets are solid assets. My client's going to get them. I
24 don't see, you know, where they're going.

1 So it's more of a civil case and if they say money
2 was spent that should go back to the Plaintiff, we would have
3 an opportunity to say no and that math or that theory is
4 wrong. That's what experts do in the civil arena. One side
5 does a report and then the other side rebuts it. And it's
6 base -- as long as it's based on the evidence exchanged,
7 that's normally fair game.

8 I don't think I have to do a report right now. I
9 don't know, you know, what they're alleging. I'm comfortable
10 that, at least for the depositions we took, those assets would be my
11 client's assets and it's -- there's nothing wasteful about it.

12 THE COURT: Have there been -- and I -- I know I've
13 asked this probably two prior times. Have there been offers
14 made?

15 MR. MARKS: We can't --

16 THE COURT: Off --

17 MR. MARKS: Well, they haven't --

18 THE COURT: Offers to allow --

19 MR. MARKS: -- made a demand but I assume after the
20 depositions --

21 THE COURT: But I -- but I think it would behoove
22 the Defendant to, you know, off -- make an offer to allow
23 entry decree and set an amount.

24 MR. MARKS: I don't --

1 THE COURT: I mean --
2 MR. MARKS: -- think that's --
3 THE COURT: Here -- here's where I'm -- in terms of
4 the -- the waste --
5 MR. MARKS: That's not realistic right now.
6 THE COURT: Well, and maybe it --
7 MR. MARKS: I don't think that's realistic until we
8 at least --
9 THE COURT: It may be --
10 MR. MARKS: -- take the --
11 THE COURT: -- premature.
12 MR. MARKS: -- depositions --
13 THE COURT: I --
14 MR. MARKS: -- of the parties.
15 THE COURT: Listen, I -- I get that. I get that,
16 but I think ultimately -- and -- and Mr. Jimmerson had
17 conveyed at one of our early hearings, when the issue of --
18 this issue of waste came up initially, the position that was
19 taken by the Defendant was that he was going to own up and pay
20 -- reimburse the Plaintiff essentially for this separate
21 lifestyle that he was leading, these children that -- that he
22 had with another woman and -- and acknowledged that to a
23 certain extent there was waste.
24 And -- and it's difficult for me to -- to

1 necessarily offer a definitive opinion on something I --

2 MR. SMITH: I understand.

3 THE COURT: -- don't see. And so I've talked
4 general -- generalities before. I've talked about the money
5 spent on this other family and -- and these other children,
6 how it really --

7 MR. MARKS: If I --

8 MR. SMITH: Which has helped.

9 THE COURT: -- didn't -- didn't benefit the marital
10 community. I agree, you know, if there's a house that was
11 purchased, yes, that's an asset.

12 MR. MARKS: So we need to know what they're
13 claiming. We've given them thousands of records, I don't --

14 THE COURT: But I -- let me -- let me just finish.
15 I -- that's why I go back to that initial proposition was
16 look, we know that there is an amount. And -- and who better
17 to know that than the Defendant? Because he lived it. Just
18 to say you know what, at -- even as to that specific issue,
19 I'm offering X amount of money --

20 MR. MARKS: That's just not real --

21 THE COURT: -- whatever it is.

22 MR. MARKS: I don't think that's realistic, Your
23 Honor. This is kind --

24

1 THE COURT: Well, he's --

2 MR. MARKS: -- of ad hoc.

3 THE COURT: -- in the best position to --

4 MR. MARKS: Well let's do --

5 THE COURT: -- to make that offer.

6 MR. MARKS: Maybe after the depositions and we
7 depose the Plaintiff and they depose the Defendant, they're
8 starting Monday, maybe we'll be in a position at that point.

9 THE COURT: Well, and I -- and I was also specific
10 and I've said probably a number of times at -- at prior
11 hearings that I'm going to scrutinize -- I'm going to be more
12 interested in these expenses on other relationships than I
13 might be on a family member that both parties knew. I'm --
14 I'm not here to micro manage how the parties lived and their
15 lifestyle and what they spent money on and -- and perhaps --

16 MR. MARKS: But let me give you an example. This --
17 we were down in Beverly Hills, you know, not that it's a bad
18 place to be for two days for depositions. I don't think, you
19 know -- I don't know what Mr. Jimmerson said, but I can tell
20 you what I'm saying.

21 Mr. Smith during the depositions found that my
22 client, who's accusing of all these things, had been giving
23 his mom and dad a thousand dollars a month. That's probably
24 less than the average person would support their aged parents.

1 When he got them the house that's effectively going
2 to be his house, he stopped the thousand dollars and his
3 brother, who's running a restaurant, is paying a thousand
4 dollars. So this isn't -- I think you've gotten somewhat of a
5 wrong impression.

6 THE COURT: No, no, no.

7 MR. MARKS: From the beginning --

8 THE COURT: But -- but that's consistent with what I
9 said before. I -- I've said all along I -- I'm probably going
10 to be less concerned about a thousand per month to -- to aging
11 parents --

12 MR. SMITH: Yeah, we're --

13 THE COURT: -- than I would be a thousand dollars a
14 month for child support or spousal support to -- to a
15 girlfriend.

16 MR. MARKS: At the end, you're going to be like why
17 didn't you give your parents more.

18 THE COURT: Well, no.

19 MR. MARKS: It's going to --

20 THE COURT: Well I won't do that but --

21 MR. MARKS: I mean, Mr. Smith spent, you know, all
22 day finding out that he cut off his parents and made his
23 brother do it. It -- how is -- I mean, that's -- so what
24 you've been told about the waste is not a hundred percent, you

1 know, waste. Some of this is --

2 THE COURT: Well, that's because I think discovery
3 is still open.

4 MR. SMITH: No, no, no. Let me just give you some
5 perspective on this.

6 MR. MARKS: But just keep that in mind. And then --
7 and here's --

8 THE COURT: Absolutely.

9 MR. MARKS: -- an issue, Your Honor, that I do think
10 is -- segues from the parents. After we spent the days with
11 the parents and the brother and sister-in-law, and I think
12 they were very cooperative, I don't think Mr. Smith could
13 dispute that, and I believe the dad had three documents that
14 he brought and voluntarily just put them on the table and Mr.
15 Smith never asked the mom, she had the same documents but
16 never said hey, did you bring any documents, we get -- they
17 get a letter, a threatening letter, saying we're going to hold
18 you in contempt for not complying with a subpoena ro these,
19 you know, 80-year-old parents, who did comply, a very
20 aggressive letter. They are -- they're not lawyers. They
21 don't know that lawyers write letters like that every day and
22 -- and it's not a serious -- there's no way anybody could hold
23 him in contempt.

24 And, you know, I think Mr. Smith should send a

1 letter to the parents saying, you know, I retract that letter,
2 we're not holding you in contempt. I mean, there's an element
3 of just total beyond the pale bullying here.

4 The parents were the nicest people, were very
5 cooperative. They -- they said it's all Dennis', you know,
6 it's his -- it's going to be his house when they die and
7 they're living there. And they told everything and, you know,
8 showed up voluntarily and were very cooperative. And then
9 they get a letter and they, you know -- what do I say? That
10 he doesn't really meant it, he's not going to hold you in
11 contempt? They got a letter from Mr. Smith's office saying
12 we're going to hold you in contempt.

13 MR. SMITH: Let -- let me just give some --

14 THE COURT: All right. Let me hear from Mr. Smith.

15 MR. MARKS: But I called Mr. Smith and I asked him
16 to --

17 THE COURT: But let me hear --

18 MR. MARKS: -- retract that letter.

19 THE COURT: Let me hear -- let me hear --

20 MR. SMITH: No, no.

21 THE COURT: -- from Mr. Smith.

22 MR. SMITH: I called you. The -- the -- once the
23 letter was finished, I contacted Mr. Marks and indicated that
24 I'd rather work through you, so why don't you just work with

1 Dennis and his parents. What we need are bank account
2 information and that sort of thing, the things that were
3 contained in the subpoenas.

4 They were very nice, I was very nice, but, you know,
5 they didn't know anything. They never talked to Dennis about
6 anything associated with his relationship with Ms. Khapsalis,
7 but you'll have an opportunity to judge the credibility of
8 that testimony.

9 What we did learn down there was Dennis had had a
10 series of things that he placed in the names of either a trust
11 that they knew nothing about that they are apparently the co-
12 trustees on and in their name.

13 For example, I asked the -- the father did you know
14 that you own -- you owned and sold a yacht and then bought
15 another. No, I've never seen this document before, I don't
16 know anything about it. It's a document he signed. A
17 document for a note associated with a yacht that he purchased.

18 There was a -- a condominium, hundreds of thousands
19 of dollars purchased I believe at or about the time that this
20 divorce action happened that he knew nothing about. He -- he
21 knew that he was living in it and he thought maybe he -- he --
22 it was going to be his to Dennis but he wasn't quite sure
23 because he's never seen or knew anything about this trust.

24 I mean, it was a series of pieces of information

1 that suggest that Dennis was actively hiding information from
2 Gabby as it pours as -- as part of this whole actions. So
3 they were very beneficial.

4 They were nice, I was nice, the whole thing was
5 nice, everybody was nice. I was nice to Ms. Khapsalis when I
6 took her deposition. The idea that we didn't gain anything --
7 here's a couple of tidbits that we gained.

8 MR. MARKS: But could I -- could -- but the letter -
9 -

10 MR. SMITH: Here's a couple of tidbits that again --

11 THE COURT: No, don't interrupt.

12 MR. MARKS: The letter, Your Honor.

13 THE COURT: I'm not going to do this. I'm not going
14 to do this.

15 MR. MARKS: Okay.

16 MR. SMITH: Couple of kid -- tidbits that we gained.
17 We gained, for example, they went through a wedding ceremony
18 in Mexico in 2005. They went through in vitro fertilization
19 after that part to have their children. They went -- they
20 purchased a condominium together. They purchased two homes
21 Mr. -- well Mr. Kogod purchased two homes at which the family
22 resided and he's provide -- he continues to this day, even in
23 light of the joint preliminary injunction, even though they're
24 separated, to pay for her Beverly Hills Mansion, to pay for

1 her Bentley, provide her money, and get this, I thought the
2 piece de resistance that he gives her attorney's fees money so
3 that she can sue him or at least claim that she's entitled to
4 palimony and child support.

5 The idea that we didn't gain anything -- and that's
6 just a couple of highlights of a much longer deposition of
7 which -- all of which will be addressed in terms of the
8 reports. The reports that we now -- we -- we do believe -- we
9 understand the Putterman (ph) notion of lifestyle that, you
10 know, different people spend different monies and therefore
11 under those circumstances lifestyle shouldn't be considered.
12 This is something different. We believe that this is a breach
13 fiduciary duty, we believe it's fraud, and we believe we're
14 entitled to an accounting.

15 We filed a motion to modify our complaint, although
16 that motion should be freely granted, Mr. -- even though --
17 and I've approached Mr. Jimmerson and Mr. Marks. They won't
18 agree to that, so I filed the appropriate motion.

19 Your Honor, this is clearly a case in which Dennis
20 deceived my client. He spent a boatload of money, literally a
21 boatload, and -- and we're accounting for it but I don't think
22 that's our duty. That was my point in the -- how this
23 discussion began. I think the duty is, as you recognize, it's
24 much easier for Dennis and I think there should be joint

1 reports.

2 If the Court doesn't believe that -- and I -- I
3 don't know that there's any law that says that the Court has
4 to force anybody to use an expert in a particular way. At the
5 time that we receive their -- their rebuttal report, I'll have
6 the opportunity to say it goes beyond the scope of the
7 original report and doesn't constitute a rebuttal.

8 I suppose today I just wanted to make a record that
9 that's a problem for us. I don't think that it's as Mr. Marks
10 has indicated to say that we should just -- he should just be
11 able to provide whatever report he sees fit at the time that
12 -- after we submit our report. That's all.

13 MR. MARKS: Your Honor, I have a problem with just
14 saying anything you want to say about everything. I wasn't
15 talking at all about Ms. Khapsalis' deposition. All this is
16 is try to poison you and have you prejudge the case.

17 All I asked was they never asked about the subpoenas
18 at the parents' deposition. Okay? They were there without
19 Counsel. They never asked about the subpoenas. They sent
20 them threatening letters. The parents are the parents. They
21 shouldn't be bullied. They were very cooperative, they gave
22 honest answers, they had the information on the home, and
23 that's that. And they should retract the threat of contempt,
24 that's it.

1 They had -- you know, he took whatever time he
2 needed, he -- no one obstructed, he never asked the mom for --
3 about the subpoenaed information. I don't think he asked the
4 dad. The dad said I brought you these documents. He looked
5 at them, he asked him questions about them. The dad said
6 Dennis put things in my name, it's all Dennis'. He was very
7 honest and it's very logical. The dad's retired, he's not a
8 super business man. He's living in a house which he says is
9 Dennis'. No one disputed that.

10 THE COURT: But -- but contempt's not being pursued.
11 This might --

12 MR. MARKS: But they sent the parents a --

13 THE COURT: I -- I --

14 MR. MARKS: -- threatening letter.

15 MR. SMITH: We immediate --

16 MR. MARKS: We're going to hold you in contempt.

17 THE COURT: Well listen --

18 MR. MARKS: They should at least send --

19 MR. SMITH: It's a formed letter. We immediately
20 contact --

21 MR. MARKS: They should send a letter to the parents
22 --

23 THE COURT: I'm -- listen --

24 MR. MARKS: -- tell --

1 THE COURT: I don't -- I don't need to get into
2 that.

3 MR. MARKS: Okay.

4 MR. SMITH: But frankly, if he would like me to send
5 a letter to the parents that say as long as you provide me the
6 documents that we requested, its bank account information, I
7 could subpoena that information. I just didn't --

8 MR. MARKS: Okay.

9 MR. SMITH: -- want to go through the cost.

10 MR. MARKS: Then let -- then Judge, if --

11 MR. SMITH: That's why I contacted Mr. Marks and
12 said hey, why don't we work this out together.

13 MR. MARKS: Why are we doing it after the depo? I
14 was sitting there for two days and the parents were very
15 cooperative. He could ask whatever he wanted. They were
16 there without counsel.

17 THE COURT: Well listen --

18 MR. SMITH: This is a non-issue.

19 THE COURT: Listen, I -- I -- in a -- in a case that
20 is now two years old almost, I -- I go back to what I said
21 earlier. Mr. Kogod's a business man.

22 MR. MARKS: Okay.

23 THE COURT: Very successful and that's why -- that's
24 why I think at some point he's got to be the one to make an

1 offer --

2 MR. MARKS: Okay. Fine.

3 THE COURT: -- to the -- to the Plaintiff.

4 MR. MARKS: That's fine. It would very unusual in
5 civil normal practice, but I'll tell him.

6 THE COURT: No.

7 MR. MARKS: Let's do --

8 THE COURT: All I'm saying is -- no, the statutes
9 are very clear.

10 MR. MARKS: That's fine.

11 THE COURT: The statutes allow either party -- and
12 -- and I would expect at the time of trial that both parties
13 are going to come in with offers to allow entry of decree
14 based on all of the information you've gathered, because
15 that's going be your vehicle on both sides to ask me to award
16 attorney's fees --

17 MR. MARKS: If Mr. Smith --

18 THE COURT: -- on your side.

19 MR. MARKS: -- would at least send a letter to the
20 parents, you're not going to be held in contempt, this is what
21 he still thinks they have, I'm sure they will respond. I
22 don't -- I'm not representing the parents, but I will
23 cooperate.

24 The bigger issue and the issue today was the service

1 of Ms. Steiner. There was a discovery commissioner --
2 THE COURT: There's --
3 MR. MARKS: -- order --
4 THE COURT: There are no recommendations. I have no
5 basis to issue an order to show cause.
6 MR. MARKS: But again, we said we would -- she would
7 sign the acceptance. There was cooperation. They didn't
8 serve her once, they didn't serve her twice.
9 THE COURT: They served her three times.
10 MR. MARKS: They served her three different times --
11 MR. SMITH: We didn't --
12 MR. MARKS: -- Your Honor.
13 THE COURT: Well that's the allegation.
14 MR. MARKS: Again, for what purpose?
15 MR. SMITH: We didn't serve her three times.
16 MR. MARKS: They did serve her three times.
17 MR. SMITH: No, it was two.
18 MR. MARKS: And again, we were in contact with their
19 office. They come here and he's the nicest guy in the world
20 and he wants you to believe everything's great, but with the
21 way they're conducting this case out of the courtroom is not
22 right. Everybody agreed Ms. Steiner shouldn't be embarrassed,
23 it shouldn't affect her family, and she was cooperating. And
24 because they were going on a trip or there was a mix up in

1 their office, they served her --

2 THE COURT: Well, listen --

3 MR. MARKS: -- three different times.

4 THE COURT: And -- and I agree. And I watched the
5 -- the hearing in front of Commissioner Beecroft and I agree
6 that there was an understanding. And that was part of the
7 recommendations that -- that she would be served I believe in
8 Provo, Utah. And -- but then I also see a fairly lengthy
9 correspondence going back and forth between offices just
10 trying to get the acceptance of service returned. And that
11 was a lengthy process.

12 MR. MARKS: But it was returned.

13 THE COURT: Ul -- ultimately it was but I -- I think
14 it was a period of time in which Counsel was out of the
15 office.

16 MR. MARKS: It was done on the day that we said,
17 Your Honor.

18 MR. SMITH: No. No. No. No.

19 MR. MARKS: And again, it was done that day.

20 MR. SMITH: It was -- it --

21 MR. MARKS: All right.

22 MR. SMITH: They -- they said several times that
23 they provide us -- it was two months. And we were running up
24 -- because there's 20 days notice in Utah, we were running up

1 the very deadline that we had to serve her in order for her to
2 appear on October 1st with expert reports that were due
3 October 3rd. We couldn't wait any longer.

4 THE COURT: Well --

5 MR. SMITH: We couldn't just hope that we would get
6 her -- her affi -- her --

7 THE COURT: Well listen, I -- I agree. I -- I wish
8 things would've happened differently --

9 MR. MARKS: Okay.

10 THE COURT: -- but the bottom line for me is there
11 are recommendations that were never submitted, so I don't have
12 a basis. I know that was discussed in the papers but I'm not
13 inclined --

14 MR. MARKS: So --

15 THE COURT: -- to issue an order to show cause.

16 MR. MARKS: Your Honor.

17 THE COURT: That -- that motion's denied.

18 MR. MARKS: So if the trial's continued until --

19 THE COURT: February.

20 MR. MARKS: -- the end of February, I don't know
21 whether Mr. Smith can make a num -- a demand or whether he's
22 going to wait for his expert. I assumed after the depositions
23 when most of this will be explained by both parties that after
24 that we would have an opportunity to discuss some resolution.

1 That's what I thought. I assumed he'd want to take my
2 client's deposition before seriously discussing.

3 THE COURT: Well what -- let me ask you, what
4 depositions remained?

5 MR. SMITH: The -- well, there's the depositions of
6 the parties.

7 THE COURT: The parties.

8 MR. SMITH: And then there are the depositions --
9 Mr. Marks has requested the depositions of certain family
10 members in New York, but I think we're going to try to work
11 that out for a videotape if we can so we don't --

12 THE COURT: Okay.

13 MR. SMITH: -- have to go to New York.

14 THE COURT: Okay.

15 MS. VARSHNEY: And --

16 MR. SMITH: There are other family members that we
17 would like to take and we'll -- we'll agree to do them in
18 addition by -- that would be Joshua Kogod, Lawrence Kogod,
19 Jennifer Kogod. Again, they're in Pennsylvania and Florida,
20 but we can --

21 THE COURT: So it's primarily family members.

22 MR. SMITH: It's his family members.

23 MR. MARKS: And Ms. Steiner, obviously.

24 MR. SMITH: And then Ms. Steiner.

1 THE COURT: Right.
2 MR. SMITH: So --
3 THE COURT: And -- and you've --
4 MR. SMITH: But we don't --
5 THE COURT: -- set a date --
6 MR. SMITH: I think it's --
7 THE COURT: -- for December 3rd I believe for that.
8 MR. MARKS: And any experts that are left.
9 MR. SMITH: I think it's likely that in December,
10 we'll be able to sit down with a mediator and try to hammer
11 this out, but Mr. -- I would like to see the -- the counter
12 report. So -- but Mr. Marks is indicating that the counter
13 report he'd like until January, so may be in January we try to
14 sit down --
15 THE COURT: Right.
16 MR. SMITH: -- and work this out.
17 MR. MARKS: Well, can --
18 MR. SMITH: I'd like to see what the report --
19 MR. MARKS: -- I have a question for the --
20 MR. SMITH: -- is.
21 MR. MARKS: -- Court? Do you need a report to have
22 the number? In other words, you're saying we should do -- we
23 should give them a number. And what I'm saying is I'm not
24 sure they're going to res -- I'm concerned I give them a

1 number --

2 THE COURT: Well no, listen --

3 MR. MARKS: -- and then they say I need my expert to

4 do the report and it's -- we're not getting anywhere.

5 THE COURT: Well listen, I --

6 MR. SMITH: The expert report is due on November

7 10th.

8 THE COURT: Yeah.

9 MR. SMITH: It's -- it's --

10 MR. MARKS: So if we get the report on November

11 10th, I would certainly be open to mediation after that.

12 We've had the parties, I know their alleged report is, I'm

13 open to mediation and -- prior to us doing a counter report.

14 THE COURT: Well I -- like Mr. Smith mentioned, I

15 can't compel either side to even have an expert to begin with,

16 but --

17 MR. MARKS: No, I'm talking about mediation to

18 settle.

19 THE COURT: But it's very valuable for an expert to

20 be involved.

21 MR. MARKS: Okay.

22 THE COURT: Becau -- I -- I think --

23 MR. MARKS: I agree.

24 THE COURT: -- that's critical --

1 MR. MARKS: I agree.
2 THE COURT: -- in this case.
3 MR. MARKS: But we're talking mediation. I thought
4 he's saying settlement when --
5 THE COURT: No, and -- and that makes sense to --
6 MR. SMITH: I'm all for mediation.
7 MR. MARKS: So when would be --
8 THE COURT: And we talked before about --
9 MR. MARKS: So --
10 THE COURT: -- engaging someone privately. Has --
11 MR. SMITH: Yeah.
12 THE COURT: Has that been discussed any further as
13 to who you might --
14 MR. SMITH: We have --
15 THE COURT: -- use?
16 MR. SMITH: Mr. Marks and I have discussed the
17 notion of mediation. We haven't discussed the specific serv
18 -- person, but I think we all travel in the same circles. I
19 think we'll --
20 MR. MARKS: But I have a --
21 MR. SMITH: -- probably use somebody --
22 MR. MARKS: -- timing --
23 MR. SMITH: -- that we all --
24 THE COURT: Right.

1 MR. MARKS: But I have a timing question. Does Mr.
2 Smith believe the best time to do this is after the
3 depositions of the parties and before he does the expert
4 report? Does he want to do it after the expert report --

5 MR. SMITH: I --

6 MR. MARKS: -- and then we react? I thought making
7 a demand or a request or some number is going to fall on deaf
8 ears until either he deposes my client and/or he does his
9 report.

10 MR. SMITH: The --

11 MR. MARKS: That's what I thought.

12 MR. SMITH: The Court has always been correct in
13 this matter that this is a matter for experts and so we're
14 going to probably need a completed report, but we're talking
15 about a couple weeks.

16 MR. MARKS: Okay. Fine.

17 MR. SMITH: And frankly, that report would've been
18 done prior, but on the day of Mr. Kogod's deposition, he was
19 in Brazil, at least that's what he told us.

20 MR. MARKS: Okay. Fine.

21 MR. SMITH: So -- so we are now -- the deposition
22 will be -- or I mean, the report will be completed November
23 10th. There may be some information --

24 MR. MARKS: They said January 10th.

1 MR. SMITH: -- that needs to be added once we take
2 these little additional --

3 THE COURT: Right.

4 MR. SMITH: -- information, but we think the bulk of
5 the information. At that point, we'll be prepared to address
6 the claims. Again, as I mention, there's a motion before the
7 Court. I don't need the Court to adjudicate it now, but
8 there's a motion to amend the complaint.

9 THE COURT: Right, I -- I noticed that.

10 MR. SMITH: I would like to have that motion
11 adjudicated and have my expert report so that when I go into a
12 mediation, I understand what the numbers are and what my
13 claims are.

14 MR. MARKS: Your Honor, on -- there's two other
15 things. On the depositions of the parties, we're starting on
16 Monday with Mr. Kogod I guess at Mr. Smith's office.

17 THE COURT: This coming Monday?

18 MR. MARKS: Yeah.

19 THE COURT: Okay.

20 MR. MARKS: We've -- we've all allocated -- when we
21 set this up, we allocated three days for the two depositions.
22 Monday, Friday, and we're going to work Saturday.

23 THE COURT: Okay.

24 MR. MARKS: Next week. Obviously I want Mrs. Kogod

1 at my office --

2 MR. SMITH: Because we're not cooperating.

3 THE COURT: That's pretty intense.

4 MR. SMITH: Because we're not cooperating.

5 THE COURT: All right.

6 MR. MARKS: I want -- I have requested equal -- that

7 the time be equalized.

8 THE COURT: You mean --

9 MR. SMITH: I --

10 THE COURT: -- in terms of deposition time?

11 MR. MARKS: Yeah, that it be reasonably equalized.

12 I've done that with Mr. Smith in the past. I mean, if he

13 feels -- you know, I don't know if he's going to take -- he

14 can't do all three days with my client. He can't leave me

15 with two hours. I told him I'd like at least a day. I need a

16 day for his client.

17 MR. SMITH: I don't -- I don't have any objection to

18 that. I -- what I told Mr. Marks in an email, and -- and

19 correct me if I'm wrong, Dan, but I told him that while I'm --

20 I'm willing to split up the time, I definitely want both

21 depositions to be taken, it just seems logical to me that

22 Dennis' deposition would be longer because he has the

23 information that really forms the basis of the issues in the

24 case. That's all. If --

1 MR. MARKS: Okay.

2 MR. SMITH: If Dan has an objection to the amount of
3 time of the deposition of Mr. Kogod because the matter is
4 being continued until February --

5 THE COURT: Right.

6 MR. SMITH: -- we hope, he will have an opportunity
7 to -- to have motion --

8 THE COURT: Yeah, I -- I'm -- I'm not concerned
9 about that and I don't think you should feel limited in --

10 MR. MARKS: Okay.

11 THE COURT: -- in the amount of time you're able to
12 use.

13 MR. MARKS: But then -- I'm going to then count
14 on --

15 MR. SMITH: So let's -- well, I'll go by -- I'll go
16 Monday and Friday. If I haven't completed, I will let you
17 know. If you have an objection, then we can address it to the
18 Court the next --

19 MR. MARKS: Then I'll just go with her on --

20 MR. SMITH: And then you'll go with --

21 MR. MARKS: And then I'll go with your client on
22 Saturday --

23 MR. SMITH: Right.

24 MR. MARKS: -- at my office.

1 MR. SMITH: Yes.

2 THE COURT: Okay.

3 MR. MARKS: And then the depositions of the

4 relatives. There are three relatives in New York. I talked

5 to Mr. Smith. I might consider doing it by video. I'd

6 like --

7 THE COURT: Okay.

8 MR. MARKS: My understanding is they'll be available

9 at some place in Brooklyn --

10 MR. SMITH: Yeah.

11 MR. MARKS: -- that's --

12 MR. SMITH: I --

13 MR. MARKS: -- not --

14 MR. SMITH: I actually --

15 MR. MARKS: -- too far?

16 MR. SMITH: I spoke to Depo International --

17 MR. MARKS: Yeah.

18 MR. SMITH: -- yesterday and they said that they

19 have -- they have an affil -- someone they could use in -- in

20 Brooklyn and they could just go to the place in Brooklyn and

21 then we could sit in Depo International's conference room.

22 MR. MARKS: Here on a street. And then --

23 THE COURT: Okay.

24 MR. MARKS: -- either we could do that, It doesn't

1 preclude us going to Brooklyn if we want to just because we
2 set it up teleconference wise.

3 THE COURT: Okay.

4 MR. MARKS: That's all I wanted.

5 MR. SMITH: But I would only say if you're going to
6 Brooklyn, give me advanced notice and I'll --

7 MR. MARKS: Okay.

8 MR. SMITH: -- go to Brooklyn.

9 MR. MARKS: And then you'll -- we'll -- you'll get
10 me some dates that are available in --

11 MR. SMITH: I will.

12 MR. MARKS: -- November --

13 THE COURT: Okay.

14 MR. MARKS: -- December. Okay.

15 THE COURT: All right.

16 MR. MARKS: So that -- all right. Thank you.

17 THE COURT: So we'll --

18 MR. SMITH: Just let --

19 THE COURT: We'll -- it sounds like we may see you
20 in about 30 days.

21 MR. MARKS: Thank you.

22 MR. SMITH: I hope so.

23 MR. MARKS: Well, is there anything else?

24 MR. SMITH: Last issue, Your Honor, is the -- well,

1 I think there was a motion set. I don't remember what the day
2 was set for on the --

3 THE COURT: I -- I think I saw it on calendar.

4 MR. SMITH: Okay.

5 THE COURT: Well actually, it's a little beyond 30
6 days because my calendar's a little --

7 MS. VARSHNEY: Motion for what?

8 MR. SMITH: To amend the complaint.

9 MS. VARSHNEY: Right. But No. No. No. I was
10 talking about a date.

11 MR. SMITH: No. No. I understand.

12 MS. VARSHNEY: Oh. Oh.

13 MR. SMITH: Okay.

14 MS. VARSHNEY: Okay.

15 MR. SMITH: So the only -- the last issue, Your
16 Honor, is we're at 40 interrogatories. We think it would be
17 helpful if we could expand the amount of ig --
18 interrogatories. What do you anticipate that we have in
19 additional interrogatories. We would have to ask --

20 MS. VARSHNEY: I have -- I know there's at least one
21 more, but there might be more, because I think we're still --

22 MR. SMITH: Do you think if we ask for 10 additional
23 interrogatories, that would be sufficient?

24 MS. VARSHNEY: We are on 40. You think --

1 MS. ALLEN: Yeah, I've been --
2 MS. VARSHNEY: -- at least 10.
3 MR. SMITH: Judge, we would ask that --
4 THE COURT: Any objection to --
5 MR. MARKS: Well, we're beyond it, so it would be
6 reciprocal.
7 MR. SMITH: It -- it would be reciprocal.
8 MR. MARKS: But if they're going to depose my client
9 for 14 more hours --
10 MR. SMITH: If --
11 MR. MARKS: -- how --
12 MR. SMITH: If we don't believe that we need -- if
13 we believe we would glean the information, but as the Court
14 knows, interrogatory is different --
15 MR. MARKS: But 14 --
16 MR. SMITH: -- than sitting in a deposition.
17 MR. MARKS: -- more hours --
18 THE COURT: Listen, I --
19 MR. MARKS: -- of deposition?
20 THE COURT: Listen, I understand a lot of this
21 probably can be discovered -- or accomplished through the
22 deposition --
23 MR. SMITH: It probably can.
24 THE COURT: -- but I don't have a problem under

1 these circumstances granting both parties 10 additional
2 interrogatories --

3 MR. SMITH: Very good.

4 THE COURT: -- under the rules. Okay.

5 MS. VARSHNEY: Your Honor.

6 THE COURT: Do we need --

7 MR. SMITH: Thank you, Your Honor.

8 MS. VARSHNEY: One last thing. Can we get a date
9 for the rebuttal report? I don't think we have that.

10 MR. MARKS: We said January 10th.

11 MR. SMITH: Yeah, we --

12 MS. VARSHNEY: And so is -- what about --

13 MR. SMITH: January 10th.

14 MS. VARSHNEY: What about our --

15 MR. SMITH: And then our -- if we're -- what -- what
16 is the date? February 23rd?

17 MS. VARSHNEY: February 23rd.

18 MR. SMITH: Think 20 days is enough? Okay. So
19 let's say January 30th for the rebuttal report.

20 THE COURT: Okay.

21 MR. SMITH: The -- should we prepare a scheduling
22 order in regard to the provisions of the pretrial memos and
23 all that for the the Court's review?

24 THE COURT: We probably should.

1 MR. SMITH: Okay. We'll prepare that.
2 MR. MARKS: When you say rebuttal, you're talking
3 about your rebuttal to our report?
4 MR. SMITH: That's right.
5 MR. MARKS: Okay.
6 MS. VARSHNEY: Right.
7 THE COURT: Okay.
8 MR. SMITH: And we'll -- we'll make sure that we can
9 accommodate whatever discovery cutoff as to allow the experts
10 to be deposed --
11 THE COURT: Okay.
12 MR. SMITH: -- after their reports. All right.
13 THE COURT: So you'll set those dates up --
14 MR. SMITH: We'll set those --
15 THE COURT: -- on your own --
16 MR. SMITH: -- dates up.
17 THE COURT: With Mr. Marks.
18 MR. SMITH: We'll run it by Mr. Marks.
19 THE COURT: Okay.
20 MR. MARKS: But why don't we try to do it. If we --
21 MS. VARSHNEY: Your Honor --
22 MR. MARKS: -- have a dispute --
23 MS. VARSHNEY: -- just to confirm --
24 MR. MARKS: -- then we'll have the Court --

1 MS. VARSHNEY: -- it's the 23rd and --
2 MR. SMITH: Yeah.
3 MS. VARSHNEY: -- the 24th, the trial?
4 THE COURT: 23rd, 24th --
5 MR. MARKS: And we're coming back on the 18th.
6 THE COURT: -- at 1:30 and then the 26th --
7 THE CLERK: At 9:00.
8 THE COURT: -- at 9:00. Okay. Thank you for your
9 appearances.

10 MR. SMITH: Thank you.

11 MR. MARKS: Thank you, Your Honor.

12 (PROCEEDINGS CONCLUDED AT 11:58:26)

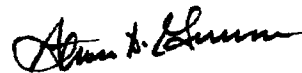
13 * * * * *

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

17
18 

19
20 _____
Adrian N. Medrano

21
22
23
24



CLERK OF THE COURT

1 ACSR
2 RADFORD J. SMITH, CHARTERED
3 RADFORD J. SMITH, ESQ.
4 Nevada Bar No. 002791
5 GARIMA VARSHNEY, ESQ.
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10 Facsimile: (702) 990-6456
11 rsmith@radfordsmith.com
12 Attorneys Plaintiff

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 GABRIELLE CIOFFI - KOGOD,

11 Plaintiff,

12 v.

13 DENNIS KOGOD,

14 Defendant.

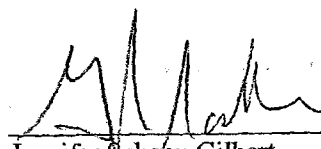
CASE NO.: D-13-489442-D

DEPT NO.: Q

FAMILY DIVISION

15
16 ACCEPTANCE OF SERVICE

17 ACCEPTANCE OF SERVICE is hereby acknowledged this 6 day of November, 2015, of
18 Plaintiff's SUBPOENA DUCES TECUM AND NOTICE OF DEPOSITION OF JENNIFER CRUTE
19 STEINER.
20

21 
22 Jennifer Schoen Gilbert
23 Stonwell & Friedman, Ltd.
24 303 W. Madison Street, Suite 2600
25 Chicago, Illinois 60606
26 Appearing pro hac vice for Jennifer Steiner

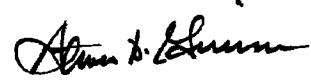
27 GAYLE NATHAN, ESQ.

8275 S. EASTERN AVE.

#200-825

28 LAS VEGAS, NV 89123

For Jennifer Steiner, Intervenor



CLERK OF THE COURT

1 **SAO**
2 **GAYLE NATHAN, ESQ.**
3 Nevada Bar No. 4917
4 8275 S. Eastern Ave. #200-825
5 Las Vegas, Nevada 89123
6 Telephone: (702) 724-2675
7 Facsimile: (702) 896-1494
8 Email: gnathanlaw@gmail.com
9 Attorney for Intervenor Jennifer Steiner

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

9 **GABRIELLE CIOFFI-KOGOD,**)

10 Plaintiff,)

CASE NO: d-13-4894420-d
DEPT NO: G

11 vs.)

12 **DENNIS KOGOD,**)

13 Defendant.)

14
15
16 **NOTICE OF ENTRY**

17
18 PLEASE TAKE NOTICE that a Stipulation and Order re Jennifer
19 Steiner's Deposition was entered this 30th day of November, 2015 and served on the
20 parties electronically.
21

22 Respectfully Submitted,

23 /s/ Gayle Nathan
24 **GAYLE NATHAN, ESQ.**
25 Nevada Bar No. 4917
26 8275 S. Eastern Ave. #200-825
27 Las Vegas, Nevada 89123
28 Telephone: (702) 724-2675

1 Facsimile: (702) 896-1494
2 Email: gaylenathanlaw@gmail.com
3 Attorney for Jennifer Steiner
4

5 **CERTIFICATE OF SERVICE**

6 I hereby certify that on November 30, 2015, pursuant to N.R.C.P. 5(b)(2)(D), and EDCR 8.05, the
7 STIPULATION and ORDER RE Jennifer Steiner's Deposition was served on counsel by:

8 _____ U.S. Mail, First Class, postage prepaid to the person(s) identified below;

9 _____ Via Facsimile at the number(s) identified below:

10 _____ Via Electronic mail to the person(s) identified below:

11 _____ x _____ Via Electronic mail utilizing the Odyssey E-file and Serve system to the
12 person(s) identified below as follows:

13 **RADFORD SMITH, ESQ. , counsel for Plaintiff**

14 **DANIEL MARKS, ESQ., counsel for Defendant**

15 /s/ Gayle Nathan

16 _____
17 Gayle Nathan
18
19
20
21
22
23
24
25
26
27
28

1 **SAO**
2 **GAYLE NATHAN, ESQ.**
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8 Email: gnathan@nathanlaw.com
9 Attorney for Intervenor Jennifer Steiner

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

8 **GABRIELLE CIOFFI-KOGOD,**

9 Plaintiff,

10 vs.

11 **DENNIS KOGOD,**

12 Defendant.

CASE NO: d-13-489442-d
DEPT NO: QC

13
14 **STIPULATION AND ORDER**

15
16 The Parties hereto, Plaintiff, by and through her attorney, Radford Smith, Esq., and
17 the Defendant by and through his attorney, Daniel Marks, Esq., and witness Jennifer Steiner by
18 and through her attorney Gayle Nathan, Esq., stipulate and agree that Ms. Steiner's deposition
19 shall proceed at 9 AM on Decmber 10, 2015 at the law office of JAFFE & CLEMENS, Beverly
20 Hills, California.

21
22 //

23 //

24 //

RECEIVED

NOV 10 2015

**FAMILY COURT
DEPARTMENT Q**

1 Ms. Nathan stipulates to accept service of Plaintiff's Subpoena Duces Decum along
2 with an Acceptance of Service, on behalf of Ms. Steiner by facsimile to (702) 896-1494.
3

4
5 **SO STIPULATED:**

6
7 **RADFORD SMITH, ESQ.**
8 Nevada Bar # 2791
9 64 N. Pecos, #700
10 Henderson, NV 89074

11 **SO STIPULATED:**

12 **GAYLE NATHAN, ESQ.**
13 Nevada Bar No. 4917
14 8275 S. Eastern Ave. #200-825
15 Las Vegas, Nevada 89123
16 Telephone: (702) 724-2675
17 Facsimile: (702) 896-1494

18 **SO STIPULATED:**

19 **DANIEL MARKS, ESQ.**
20 Nevada Bar #2003
21 610 S. Ninth St.
22 Las Vegas, NV 89101

23 IT IS SO ORDERED this ____ day of November, 2015.

24 **DISTRICT COURT JUDGE**

25 Respectfully Submitted,

26 **GAYLE NATHAN, ESQ.**
27 Nevada Bar No. 4917
28 8275 S. Eastern Ave. #200-825
29 Las Vegas, Nevada 89123
30 Telephone: (702) 724-2675
31 Facsimile: (702) 896-1494
32 Email: gaylenathanlaw@gmail.com
33 Attorney for Intervenor Jennifer Steiner

1 Ms. Nathan stipulates to accept service of Plaintiff's Subpoena Duces Decum along
2 with an Acceptance of Service, on behalf of Ms. Steiner by facsimile to (702) 896-1494.
3

4
5 **SO STIPULATED:**

6
7 **RADFORD SMITH, ESQ.**
8 Nevada Bar # 2791
9 64 N. Pecos, #700
10 Henderson, NV 89074

SO STIPULATED:

DANIEL MARKS, ESQ.
Nevada Bar #2003
610 S. Ninth St.
Las Vegas, NV 89101

11 **SO STIPULATED:**

12 **GAYLE NATHAN, ESQ.**
13 Nevada Bar No. 4917
14 8275 S. Eastern Ave. #200-825
15 Las Vegas, Nevada 89123
16 Telephone: (702) 724-2675
17 Facsimile: (702) 896-1494

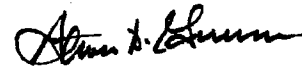
NOV 24 2015

18 IT IS SO ORDERED this _____ day of November, 2015.

19
20 **DISTRICT COURT JUDGE King**

21 Respectfully Submitted,

22 **GAYLE NATHAN, ESQ.**
23 Nevada Bar No. 4917
24 8275 S. Eastern Ave. #200-825
25 Las Vegas, Nevada 89123
Telephone: (702) 724-2675
Facsimile: (702) 896-1494
Email: gnathan@nathanlaw.com
Attorney for Intervenor Jennifer Steiner


CLERK OF THE COURT

1 NEOJ
2 RADFORD J. SMITH, CHARTERED
3 GARIMA VARSHNEY, ESQ.
4 Nevada Bar No. 011878
5 2470 St. Rose Parkway, Suite 206
6 Henderson, Nevada 89074
7 Telephone: (702) 990-6448
8 Facsimile: (702) 990-6456
9 gvarshney@radfordsmith.com
10 Attorney for Plaintiff

7 DISTRICT COURT
8 CLARK COUNTY, NEVADA
9

10 GABARIELLE CIOFFI-KOGOD,
11
12 Plaintiff,
13 vs.
14 DENNIS KOGOD,
15 Defendant.


CASE NO.: D-13-489442-D
DEPT NO.: Q
FAMILY DIVISION

16 NOTICE OF ENTRY OF ORDER
17

18 PLEASE TAKE NOTICE that on the 1st day of December 2015, the Honorable Judge Bryce
19 Duckworth entered an Order From the Hearing, copy of which is attached hereto.

20 Dated this 3rd day of December, 2015.

21 RADFORD J. SMITH, CHARTERED
22

23 
24 GARIMA VARSHNEY, ESQ.
25 Nevada Bar No. 011878
26 2470 St. Rose Parkway, Suite 206
27 Henderson, Nevada 89074
28 Attorney for Plaintiff

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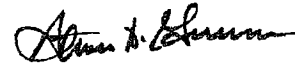
CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Radford J. Smith Chartered ("the Firm"). I am over the age of 18 and not a party to the within action.

I served the foregoing document described as "NOTICE OF ENTRY OF ORDER" on December 3, 2015, to all interested parties by way of the Eighth Judicial District Court's electronic filing system.

Dan Marks, Esq.
Law Office of Daniel Marks
610 South Ninth Street
Las Vegas NV 89101


An employee of Radford J. Smith, Chartered



CLERK OF THE COURT

1 **ORDER**

2 RADFORD J. SMITH, CHARTERED
3 RADFORD J. SMITH, ESQ.
4 Nevada Bar No. 002791
5 GARIMA VARSHNEY, ESQ.
6 Nevada Bar No. 011878
7 2470 St. Rose Parkway, Suite 206
8 Henderson, NV 89074
9 Telephone: (702) 990-6448
10 Facsimile: (702) 990-6456
11 rsmith@radfordsmith.com
12 Attorneys Plaintiff

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 GABRIELLE CIOFFI - KOGOD,

11 Plaintiff,

12 v.

13 DENNIS KOGOD,

14 Defendant.

CASE NO.: D-13-489442-D

DEPT NO.: ~~8~~Q

FAMILY DIVISION

16 **ORDER FROM THE HEARING**

17 DATE OF HEARING: October 14, 2015

18 TIME OF HEARING: 9:00 a.m.

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NOV 20 2015

**FAMILY COURT
DEPARTMENT Q**

19
20 This matter, having come on for hearing on the 14th day of October, 2015 for a Status Check and
21 on Defendant, DENNIS KOGOD's ("Dennis") Motion for an Order to Show Cause to Hold Gabrielle
22 Cioffi-Kogod in Contempt for Failure to Comply with the Discovery Commissioner's Recommendation
23 Regarding Service of Jennifer Crute Steiner and for Attorney's Fees and Costs and Plaintiff,
24 GABRIELLE CIOFFI-KOGOD's ("Gabrielle") Opposition and Countermotion for Sanctions and
25 Attorney's Fees, Gabrielle, being present and represented by Radford J. Smith, Esq. and Garima
26 Varshney, Esq. of Radford J. Smith, Chartered; and Dennis, not being present but being represented by
27 Daniel Marks, Esq. and Nicole Young, Esq. of Law Office of Daniel Marks, Gabrielle's expert, Ms.
28

1 Jenny Allen from Anthem Forensics also present, the Court, having heard the arguments of counsel and
2 having reviewed the pleadings and papers on file in this matter, and being fully advised, enters the
3 following orders:

4
5 1. Attorney Gayle Nathan, Nevada Bar #4914, appearing pro hac vice for Illinois Attorney,
6 Jennifer Gilbert to represent Ms. Jennifer Crute Steiner. By stipulation of the parties, Ms. Nathan's
7 request to appear pro hac vice is granted. Neither Ms. Nathan nor Ms. Gilbert shall have access to any
8 documents or pleadings in this case without prior consent of Mr. Smith and Mr. Marks or a written order
9 from the Court. Ms. Nathan shall prepare the order allowing her to appear pro hac vice.

10
11 2. As the Court has no basis to issue an Order to Show Cause, Defendant's Motion for an
12 Order to Show Cause is DENIED.

13 3. Per Stipulation, the non-jury trial is re-set for February 23, 2016 at 1:30 p.m., February
14 24, 2016 at 1:30 p.m. and February 26, 2016 at 9:00 a.m.

15 4. Defendant's rebuttal report is due on January 10, 2016 and Plaintiff's rebuttal report is
16 due on January 30, 2016.

17
18 5. By stipulation of the parties, Defendant's deposition shall be conducted all day on
19 October 19 and October 23 in Mr. Smith's office and Plaintiff's deposition shall be conducted all day on
20 October 24 in Mr. Marks' office.

21 6. With regard to Defendant's request to depose 3 of Plaintiff's relatives, the depositions
22 may be conducted by video or the deponents may be made available in Brooklyn, New York. With
23 regard to Plaintiff's request to depose Joshua Kogod, Lawrence Kogod, and Jennifer Kogod, the parties
24 may conduct their depositions by video or the deponents may be made available at their respective
25 locations.
26

27 7. The deadline for the parties to disclose witnesses is two weeks before Trial, or by February
28 9, 2016.


1 8. Discovery shall close ten (10) days before Trial, or by the close of business on February
2 12, 2016.

3 9. Both parties shall serve and submit to the Court their Pre Trial Memorandums by
4 February 16, 2016. Failure by both parties to submit a Pre-Trial Memorandum on or before that date,
5 without Court approval, will result in the trial date being vacated and the matter rescheduled in ordinary
6 course and/or sanctions.
7

8 10. Both parties shall exchange Trial Exhibits and submit them to the chambers to be marked
9 one day before the Trial, or by February 22, 2016.
10

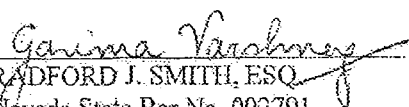
11 11. Plaintiff's request for additional interrogatories is granted. Each party may request an
12 additional ten (10) interrogatories.

13 Dated this ____ day of NOV 24 2015, 2015.

14
15 DISTRICT JUDGE 

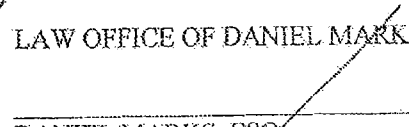
16 Submitted by:

17 RADFORD J. SMITH, CHARTERED

18 
19 RADFORD J. SMITH, ESQ.
20 Nevada State Bar No. 002791
21 GARIMA VARSHNEY, ESQ.
22 Nevada State Bar No. 011878
23 2470 St. Rose Parkway, Suite 206
24 Henderson, Nevada 89074
25 (702) 990-6448
26 Attorney for Plaintiff
27
28

Approved as to form and content:

LAW OFFICE OF DANIEL MARKS


DANIEL MARKS, ESQ.
Nevada State Bar No. 02003
NICOLE M. YOUNG, ESQ.
Nevada State Bar No. 12659
610 South Ninth Street
Las Vegas, Nevada 89101
(702) 386-0536
Attorneys for Defendant

1 **SAO**

2 RADFORD J. SMITH, CHARTERED
3 RADFORD J. SMITH, ESQ.
4 Nevada Bar No. 002791
5 GARIMA VARSHNEY, ESQ.
6 Nevada Bar No. 011878
7 2470 St. Rose Parkway, Suite 206
8 Henderson, NV 89074
9 Telephone: (702) 990-6448
10 Facsimile: (702) 990-6456
11 rsmith@radfordsmith.com
12 Attorneys Plaintiff

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12/15/2015 09:29:26 AM


CLERK OF THE COURT

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 GABRIELLE CIOFFI - KOGOD,

11 Plaintiff,

12 v.

13
14 DENNIS KOGOD,

15 Defendant.

CASE NO.: D-13-489442-D
DEPT NO.: Q

FAMILY DIVISION

16 **STIPULATION AND ORDER**

17 COME NOW, Plaintiff, GABRIELLE CIOFFI - KOGOD (hereinafter "Gabrielle"), by and
18 through her attorneys, Radford J. Smith, Esq. and Garima Varshney, Esq., of Radford J. Smith, Chartered
19 and Defendant, DENNIS KOGOD (hereinafter "Dennis") by and through his attorney, Daniel Marks,
20 Esq. and Nicole M. Young, Esq. of Law Office of Daniel Marks, and stipulate and agree as follows:

- 21
- 22 1. Gabrielle's expert report shall be produced by November 17, 2015.
 - 23 2. By Stipulation of the parties, Dennis' deposition will be conducted on December 7,
24 2015. Therefore, Gabrielle's supplemental expert report shall be due one week after Dennis'
25 deposition, or by December 14, 2015.
 - 26 3. Dennis' rebuttal expert report shall be produced by January 19, 2016.
- 27
28

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FAMILY COURT
DEPARTMENT Q

1 4. Gabrielle's rebuttal report to Dennis' rebuttal expert report shall be due by February 3,
2 2016.

3 5. Dennis' supplemental expert rebuttal report shall be due sixty (60) days after
4 Gabrielle's supplemental expert report, or by February 12, 2016.
5

6 6. Neither party waives their right to object to the scope of the other party's rebuttal report.

7 IT IS SO STIPULATED.

8 Dated this 4 day of ~~November~~ ^{December}, 2015.

9 RADFORD J. SMITH, CHARTERED

LAW OFFICE OF DANIEL MARKS

10
11 RADFORD J. SMITH, ESQ.
12 Nevada State Bar No. 002791
13 2470 St. Rose Parkway, Suite 206
14 Henderson, Nevada 89074
(702) 990-6448
Attorney for Plaintiff

DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
610 South Ninth Street
Las Vegas, Nevada 89101
(702) 386-0536
Attorneys for Defendant

15
16 **ORDER**

17 Pursuant to the Stipulation of the parties, and good cause appearing therefor,

18 IT IS SO HEREBY ORDERED.

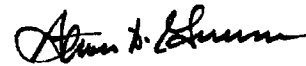
19 DEC 10 2015

20 DATED this ____ day of November, 2015.

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28
DISTRICT JUDGE *KMF*

23 RADFORD J. SMITH, CHARTERED

24 RADFORD J. SMITH, ESQ.
25 Nevada State Bar No. 002791
26 GARIMA VARSHNEY, ESQ.
27 Nevada State Bar No. 011878
28 2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
(702) 990-6448
Attorney for Plaintiff



CLERK OF THE COURT

DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
NICOLE M. YOUNG, ESQ.
Nevada State Bar No. 12659
610 South Ninth Street
Las Vegas, Nevada 89101
(702) 386-0536; FAX: (702) 386-6812
Attorneys for Defendant

DISTRICT COURT

CLARK COUNTY, NEVADA

GABRIELLE CIOFFI-KOGOD,
Plaintiff,

Case No. D-13-489442-D
Dept. No. Q

vs.

DENNIS KOGOD,

Date of Hearing: January 22, 2016
Time of Hearing: 1:30 PM
Before the Discovery Commissioner

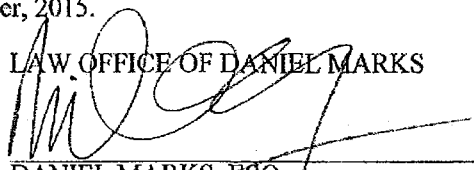
Defendant.

MOTION TO COMPEL DISCOVERY AND FOR ATTORNEY'S FEES AND COSTS

COMES NOW the Defendant Dennis Kogod, by and through his counsel, Daniel Marks, Esq., and Nicole M. Young, Esq., of the Law Office of Daniel Marks, and hereby moves to compel discovery and for attorney's fees and costs. The grounds for Defendant's motion are set forth in the Memorandum of Points and Authorities and Affidavit of Counsel attached hereto.

DATED this 23 day of December, 2015.

LAW OFFICE OF DANIEL MARKS



DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
NICOLE M. YOUNG, ESQ.
Nevada State Bar No. 12659
610 South Ninth Street
Las Vegas, Nevada 89101
Attorneys for Plaintiff

////

////

////

1 **NOTICE OF MOTION**

2 TO: GABRIELLE CIOFFI-KOGOD, Plaintiff; and

3 TO: RADFORD J. SMITH, ESQ., Attorney for Plaintiff:

4 PLEASE TAKE NOTICE that the undersigned counsel will bring the above and foregoing Motion
5 on for hearing before the Discovery Commissioner on the 22nd day of January, 2016,
6 at the hour of 1:30 o'clock p.m.

7 DATED this 23 day of December, 2015.

8 LAW OFFICE OF DANIEL MARKS

9
10 DANIEL MARKS, ESQ.
11 Nevada State Bar No. 002003
12 NICOLE M. YOUNG, ESQ.
13 Nevada State Bar No. 12659
610 South Ninth Street
Las Vegas, Nevada 89101
Attorneys for Plaintiff

14 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 **I. FACTUAL BACKGROUND**

16 On November 17, 2015, Plaintiff Gabrielle Cioffi-Kogod produced her initial expert report in this
17 case. Included in that report are various spreadsheets that are attached as exhibits. These spreadsheets are
18 over sixty (60) pages long, and the font size of these spreadsheets is less than ten (10) point font, with over
19 6,000 entries. On December 2, 2015, Defendant Dennis Kogod requested the electronic Excel version of
20 these spreadsheets from Plaintiff. (See Exhibit 1.) After not receiving a response, Defendant and his expert,
21 Richard Teichner, once again requested the electronic Excel version of those spreadsheets while attending
22 Defendant's deposition. Neither Plaintiff nor her expert gave a definitive response regarding whether they
23 would produce the Excel version of those spreadsheets while at Defendant's deposition. Mr. Teichner called
24 Plaintiff's expert, Joe Leauanae, on December 14 and December 15, 2015, and left messages regarding this
25 issue on both of those days. (See Exhibit 2.)

26 On December 15, 2015, Plaintiff produced her supplemental initial expert disclosure. After not
27 receiving a response to his telephone calls, Mr. Teichner e-mailed Mr. Leauanae on December 16, 2015, and
28 Mr. Leauanae responded that they would "not be providing [their] Excel files." (See Exhibit 2.) No other

1 explanation was given. Mr. Marks then spoke with Ms. Varshney on December 17, 2015, regarding why
2 Plaintiff was refusing to produce the Excel versions of the spreadsheets, and Ms. Varshney responded that
3 Mr. Leauanae never gives up those documents. (See Affidavit of Nicole Young, at ¶ 2.) No other
4 explanation was given, nor was any legal objection to the production of those spreadsheets made. (See
5 Affidavit of Nicole Young, at ¶ 2.)

6 II. LEGAL ARGUMENT

7 A party may seek an order to compel disclosure of documents and/or discovery, and appropriate
8 sanctions, when the opposing party fails to make a disclosure required under Nevada Rule of Civil Procedure
9 (hereinafter "NRCPP") 16.2(a). NRCPP 37(a)(2)(A). In order to properly bring such motion, the moving party
10 must first and in "good faith confer[] or attempt[] to confer with the other party not making the disclosure
11 in an effort to secure the disclosure without court action." *Id.* (emphasis added). Evasive or incomplete
12 disclosures, for purposes of a motion to compel, are "treated as a failure to disclose, answer or response."
13 NRCPP 37(a)(3). Furthermore, NRCPP 37(a)(4)(A) provides that:

14 [i]f the motion is granted or if the disclosure or requested discovery is provided after the
15 motion was filed, the court shall, after affording an opportunity to be heard, require the party
16 or deponent whose conduct necessitated the motion or the party or attorney advising such
17 conduct or both of them to pay to the moving party the reasonable expenses incurred in
18 making the motion, including attorney's fees, unless the court finds that the motion was filed
19 without the movant's first making a good faith effort to obtain the disclosure or discovery
20 without court action, or that the opposing party's nondisclosure, response or objection was
21 substantially justified, or that other circumstances make an award of expenses unjust.

19 Motions to compel discovery must also comply with the Local Eighth Judicial District Court
20 (hereinafter "EDCR") Rule 2.34. Under that rule, in order to properly file a discovery motion, the parties
21 must first meet and confer, in personal or telephonically, between or among counsel in an attempt to resolve
22 the discovery dispute without court intervention. EDCR 2.34(d). If a conference is not possible, then the
23 moving party must "set forth what good faith attempts were made to obtain compliance." *Id.*

24 In this case, the expert disclosure deadlines are running close to the current trial date. Based on the
25 current schedule, Defendant's rebuttal expert report is due on January 19, 2016. While that gives
26 Defendant's expert, Mr. Teichner, two (2) months to complete his report, those two (2) months have been
27 shortened based on the holidays that fall this time of year. In addition, Plaintiff's expert report and
28 supplemental expert report are extensive. The spreadsheets that are attached as exhibits are over sixty (60)

1 pages long and the font size of those documents is less than ten (10) point font, with over 6,000 entries. As
2 such, Mr. Teichner must review a lot of information in a short period of time in order to properly rebut
3 Plaintiff's reports.

4 In order to complete this task, Mr. Teichner has requested the electronic version of the Excel
5 spreadsheets that are attached as exhibits to both the initial expert report and the supplemental report. It is
6 necessary for Mr. Teichner to have the electronic version of those spreadsheets to complete his rebuttal
7 report because he will be responding directly to what is contained in those spreadsheets. Since the
8 community is paying for both experts, it does not make sense for Mr. Teichner to spend time recreating those
9 spreadsheets, and thereby increasing the cost of his report. Ultimately, that additional expense would come
10 out of the community.

11 Further, Plaintiff has not proffered any reason why she should not produce those spreadsheets other
12 than the fact that her expert does not give up the electronic Excel version. That is not a proper objection.
13 Defendant is not seeking information that is privileged. He has simply requested the electronic version of
14 the Excel spreadsheets, which are exhibits to Plaintiff's report and supplemental report.

15 As such, this Court should order Plaintiff to immediately produce the electronic version of the Excel
16 spreadsheets attached to both her initial expert report and her supplemental report. There was no reason for
17 Plaintiff to refuse to produce the electronic version other than to harass Defendant and delay these
18 proceedings. Additionally, Defendant should be granted additional time to complete his report based on
19 Plaintiff's refusal to produce the electronic version of the Excel spreadsheets.

20 ////

21 ////

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1 **III. CONCLUSION**

2 Based on the foregoing, Plaintiff should be compelled to produce the electronic version of the Excel
3 spreadsheets attached to both her initial expert report and her supplemental report, Defendant should be
4 given additional time to complete his rebuttal report, and this Court should order Plaintiff to pay Defendant's
5 attorney's fees and costs relating to the instant motion.

6 DATED this 23 day of December, 2015.

7 LAW OFFICE OF DANIEL MARKS

8
9 DANIEL MARKS, ESQ.
10 Nevada State Bar No. 002003
11 NICOLE M. YOUNG, ESQ.
12 Nevada State Bar No. 12659
13 610 South Ninth Street
14 Las Vegas, Nevada 89101
15 Attorneys for Defendant
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AFFIDAVIT OF NICOLE YOUNG

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

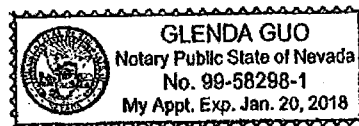
NICOLE YOUNG, being first duly sworn deposes and says:

1. That I am an attorney licensed to practice law in the State of Nevada and am counsel for the Defendant in the above-captioned matter.
 2. That Daniel Marks, Esq., attempted to resolve the discovery issues contained in this Motion regarding the production of the electronic version of the excel spreadsheets that are attached as exhibits to Plaintiff's expert report and supplemental expert report. Mr. Marks spoke with Garima Varshney, Esq., on or about December 17, 2015, regarding this issue. Ms. Varshney stated that they would not produce the electronic version of those spreadsheets simply because Plaintiff's expert, Anthem Forensics, never gives the electronic version of those spreadsheets to the other side. Ms. Varshney gave no other reasons why they would not produce the electronic version of those spreadsheets.
 3. That Mr. Marks and I have attempted to resolve this issue in good faith, which is supported by Mr. Marks telephone conversation with Ms. Varshney. As such, I believe that I have complied with my obligation to meet and confer.
 4. Accordingly, for the reasons stated above it is necessary to bring this matter before the Court.
- FURTHER YOUR AFFIANT SAYETH NAUGHT.


NICOLE YOUNG

SUBSCRIBED and SWORN to before me
this 23rd day of December, 2015.


NOTARY PUBLIC in and for said
COUNTY and STATE

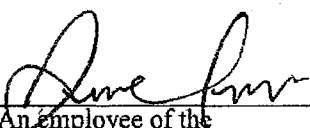


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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 23rd day of December, 2015, pursuant to NRCP 5(b) and Administrative Order 14-2, I electronically transmitted a true and correct copy of the above and foregoing **MOTION TO COMPEL DISCOVERY AND FOR ATTORNEY'S FEES AND COSTS** by way of Notice of Electronic Filing provided by the court mandated E-file as follows:

Radford J. Smith, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorney for Plaintiff


An employee of the
LAW OFFICE OF DANIEL MARKS

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI-KOGOD,
Plaintiff

-vs-

DENNIS KOGOD,
Defendant

CASE NO. D-13-489442-D

DEPT. Q

FAMILY COURT MOTION/OPPOSITION
FEE INFORMATION SHEET (NRS19.0312)

Party Filing Motion/Opposition: ☐ Plaintiff/Petitioner ☒ Defendant/Respondent

MOTION TO COMPEL DISCOVERY AND FOR ATTORNEY'S FEES AND COSTS

Notice	Excluded Motions/Opposition
Motions and Oppositions to Motions filed after entry of final Decree or Judgment (pursuant to NRS 125, 125B & 125C) are subject to the Re-open Filing Fee of \$25.00, unless specifically excluded. (See NRS 19.0312)	<input checked="" type="checkbox"/> Motions filed before final Divorce/Custody Decree entered (Divorce/Custody Decree NOT final) <input type="checkbox"/> Child Support Modification ONLY <input type="checkbox"/> Motion/Opposition For Reconsideration (Within 10 day of Decree) Date of Last Order: <input type="checkbox"/> Request for New Trial (Within 10 days of Decree) Date of Last Order: <input type="checkbox"/> Other Excluded Motion (Must be prepared to defend exclusion to Judge) NOTE: If no boxes are checked, filing fee MUST be paid.
<input type="checkbox"/> Motion/Opp IS subject to \$25.00 filing fee <input checked="" type="checkbox"/> Motion/Opp IS NOT subject to filing fee	

Date: December 23, 2015

NICOLE M. YOUNG
Printed Name of Preparer

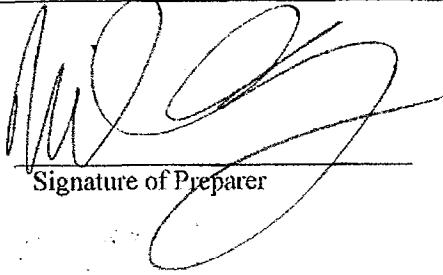

Signature of Preparer

EXHIBIT 1

EXHIBIT 1

Office

From: Office
Sent: Wednesday, December 02, 2015 11:06 AM
To: 'rsmith@radfordsmith.com'; 'gvarshney@radfordsmith.com'
Subject: Kogod v. Kogod - December 2
Attachments: kogod cor dec 2.pdf

Good morning,

Please see the attached Letter dated December 2, 2015.

Kind Regards,

Sandra Martinez,
Law Office of Daniel Marks
610 South Ninth Street
Las Vegas, Nevada 89101
O: (702) 386-0536; F: (702) 386-6812

DANIEL MARKS

Attorneys at Law
610 South Ninth Street
Las Vegas, Nevada 89101
e-mail: office@danielmarks.net
(702) 386-0536
Fax (702) 386-6812

Daniel Marks
Adam Levine
Christopher L. Marchand
Nicole Young
Teletha L. Zupan

December 2, 2015

Via E-Mail Only

Radford Smith
2470 St. Rose Parkway - Ste. 206
Henderson, Nevada 89074
Email: rsmith@radfordsmith.com

Re: *Kogod v. Kogod*
Case No. D-13-489442-D

Dear Mr. Smith:

Our expert is requesting copies of Anthem's Excel work papers.

If you have any questions do not hesitate to contact me.

Very truly yours,

LAW OFFICE OF DANIEL MARKS



DANIEL MARKS, ESQ.

DM/sm

EXHIBIT 2

Nicole Young

From: Joe Leauanae [JoeLeauanae@anthemforensics.com]
Sent: Wednesday, December 16, 2015 1:56 PM
To: Richard Teichner
Cc: Jenny Allen; Office; Nicole Young; Radford J. Smith (rsmith@radfordsmith.com); Garima Varshney (gvarshney@radfordsmith.com)
Subject: RE: Kogod vs. Kogod

Hi Richard,

I've discussed your request with Radford Smith and we will not be providing our Excel files. I've copied Radford and Garima on this email as well.

Thanks,
Joe

From: Richard Teichner [mailto:accountingforensics@gmail.com]
Sent: Wednesday, December 16, 2015 1:29 PM
To: Joe Leauanae <JoeLeauanae@anthemforensics.com>
Cc: Jenny Allen <JennyAllen@anthemforensics.com>; office@danielmarks.net; NYoung@danielmarks.net
Subject: Kogod vs. Kogod

Hi Joe,

I left you two messages on successive days, i.e. on Monday and yesterday, requesting that the Excel spreadsheets to your firm's report, marked as exhibits, be sent to me in electronic form, unlocked.

Also, at the second day of Mr. Kogod's deposition, conducted on December 7, I asked Jenny to have the Excel spreadsheets that are exhibits to the report sent to me in electronic form as "enabled", i.e. not locked.

To date, I have not received those spreadsheets. However, today I received the supplemental expert report of Anthem Forensics and thus I am now asking that the unlocked electronic version of the Excel spreadsheets to that report be sent to me instead of the spreadsheets to Anthem's original report.

Please provide me with the spreadsheets as soon as possible.

Richard M. Teichner



TEICHNER ACCOUNTING FORENSICS & VALUATIONS, PLLC

Richard M. Teichner, CPA, ABV, CVA, MAFF™, CFF, Cr.FA, FCPA™, CGMA®, CDFA™

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12/22/2015

00419

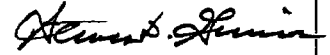
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Las Vegas, NV 89107
Phone: (702) 216-0324 Fax: (702) 216-6001 Cell: (702) 467-8335
Email: accountingforensics@gmail.com
Website: www.accounting-forensics.com

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12/22/2015

00420


CLERK OF THE COURT

1 **DCRR**
2 RADFORD J. SMITH, ESQ.
3 Nevada Bar No. 002791
4 GARIMA VARSHNEY, ESQ.
5 Nevada Bar No. 011878
6 2470 St. Rose Parkway, Ste. 206
7 Henderson, Nevada 89074
8 Telephone: (702) 990-6448
9 Facsimile: (702) 990-6456
10 rsmith@radfordsmith.com
11 *Attorneys for Plaintiff*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

12 GABRIELLE CIOFFI-KOGOD,

13 Plaintiff,

14 v.

15 DENNIS KOGOD

16 Defendant.

CASE NO.: D-13-489442-D

DEPT NO.: DISCOVERY
COMMISSIONER

FAMILY DIVISION

DISCOVERY COMMISSIONER'S REPORT AND RECOMMENDATIONS

DATE OF HEARING: June 26, 2015

TIME OF HEARING: 1:30 p.m.

17 This matter, having coming for a hearing on June 26, 2015 on DEFENDANT'S MOTION TO
18 STAY SERVICE OF SUBPOENA DUCES TECUM; NOTICE OF DEPOSITION; and for a
19 PROTECTIVE ORDER PROHIBITING OR LIMITING THE DEPOSITIN OF JENNIFER CRUTE
20 STEINER, and PLAINTIFF'S OPPOSITION AND COUNTERMOTION FOR ATTORNEY'S FEES
21 AND COSTS; Plaintiff, GABRIELLE CIOFFI-KOGOD ("Gabrielle"), being present and represented by
22 Radford J. Smith, Esq. and Garima Varshney, Esq. of Radford J. Smith, Chartered, and Defendant,
23 DENNIS KOGOD ("Dennis"), not being present, but being represented by James J. Jimmerson, Esq. and
24 Michael C. Flaxman, Esq. of Jimmerson Hansen, P.C., with Defendant currently represented by substituted

RECEIVED

JAN 11 2016

GUARDIANSHIP/DISCOVERY

1 and appointed counsel, Daniel Marks, Esq. and Nicole M. Young, Esq. of the Law Office of Daniel Marks;
2 the Discovery Commissioner, having reviewed the pleadings and papers on file in this matter, and being
3 fully advised in the premises, and good cause appearing therefore, makes the following findings and
4 recommendations:
5

6 **RECOMMENDATIONS**

7 1. That Defendant's Motion to Stay Service of Subpoena Duces Tecum, Notice of Deposition,
8 and for a Protective Order Prohibiting or Limiting the Deposition of Jennifer Crute Steiner is denied.
9

10 2. That Ms. Steiner shall be served with the Subpoena Duces Tecum and Notice of Deposition
11 in Provo, Utah. Plaintiff shall not be required to domesticate the Subpoena Duces Tecum or Notice of
12 Deposition, as Ms. Steiner shall be served with notice through Defendant's counsel.

13 3. That Ms. Steiner's deposition shall occur on August 6, 2015, at an agreed time and place to
14 be provided by Defendant's counsel.
15

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4. That the transcript of Ms. Steiner's deposition shall be sealed and shall only be open to either party's expert witness. The deposition transcript can only be unsealed by a forensic expert, who shall also be subject to the confidentiality agreement. The contents of Ms. Steiner's deposition shall not be disclosed by any persons, without further Court approval, to include the transcript of the June 26, 2015 hearing.

Dated this 11 day of December 2016

DISCOVERY COMMISSIONER

Submitted by:

Approved as to Form and Content

RADFORD J. SMITH, CHARTERED

LAW OFFICE OF DANIEL MARKS

RADFORD J. SMITH, ESQ.
Nevada State Bar No. 002791
SARIMA VARSHNEY, ESQ.
Nevada State Bar No. 011878
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Nevada State Bar No. 12659
610 South Ninth Street
Las Vegas, Nevada 89101
(702) 386-0536

Attorneys for Defendant

NOTICE

You are hereby notified that you have five (5) days from the date you receive this document within which to file any written objections.

Pursuant to N.R.C.P. 16.1(d)(2)(1):

An objection must be filed and served no more than five (5) days after receipt of the Commissioner's Report. The Commissioner's Report is deemed received when signed and dated by a party, his attorney or his attorney's employee, or three (3) days after mailing to a party or his attorney, or three (3) days after the Clerk of the Court deposits a copy of the report in a folder of a party's lawyer in the Clerk's Office.

A copy of the foregoing Discovery Commissioner's Report was:

_____ Mailed to Plaintiff/Defendant at the following address on the _____ day of _____, 2015.

✓ _____ Placed in the folder of the Plaintiff/Defendant's counsel in the Clerk's office on the 11 day of January, 2016

✓ _____ Hand-delivered to the Plaintiff/Defendant at the following address on the 11 day of January, 2016 Daniel Mark

[Signature]
DEPUTY CLERK

1 LAW OFFICE OF DANIEL MARKS
DANIEL MARKS, ESQ.
2 Nevada State Bar No. 002003
NICOLE M. YOUNG, ESQ.
3 Nevada State Bar No. 12659
610 South Ninth Street
4 Las Vegas, Nevada 89101
(702) 386-0536; FAX (702) 386-6812
5 Attorneys for Appellant

6
7 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

8 DENNIS KOGOD,

Case No. 71147

9 Appellant,

10 vs.

11 GABRIELLE CIOFFI-KOGOD,

12 Respondent.
13 _____/

14
15 **APPEAL FROM THE EIGHTH JUDICIAL DISTRICT COURT**
16 _____
17
18 _____

19 **APPELLANT'S APPENDIX**
20 **Volume 3**
21 _____
22
23
24
25
26
27
28

DOCUMENT**VOLUME****PAGE NO.**

Acceptance of Service filed on April 24, 2014

1

14

Acceptance of Service Filed on November 6, 2015

2

394

Amended Notice of Cross-Appeal filed on September 23, 2016

46

9032-9148

Answer to Complaint for Divorce and Counterclaim
filed on November 24, 2014

1

19-24

Case Appeal Statement filed on August 23, 2016

44

8590-8593

Case Appeal Statement, filed on December 13, 2016

47

9287-9290

Case Cross-Appeal Statement filed on September 21, 2016

46

9028-9031

Case Cross-Appeal Statement, filed on December 23, 2016

47

9298-9301

Certificate of Service filed on March 2, 2015

1

66

Certificate of Service filed on June 2, 2015

1

85-86

Certificate of Service filed on January 25, 2016

4

712

Certificate of Service filed on June 21, 2016

42

8082

Certificate of Service filed on September 14, 2016

45

8704-8802

Certification of Copy of Exhibits Presented at the 2/23/16-
2/26/16 Non-Jury Trial, dated December 8, 2016

10

1876-1894

Certification of Copy Clerks List

41

7980-7983

Complaint for Divorce filed on December 13, 2013

1

1-6

Defendant's Closing Brief filed on August 1, 2016

43

8415-8473

Defendant, Dennis Kogod's, Reply to Plaintiff's, Gabrielle
Cioffi-Kogod's, Opposition to Defendant's Motion to Stay
Service of Subpoena Duces Tecum and Notice of Deposition
and for a Protective Order Prohibiting or Limiting the
deposition of Jennifer Crute Steiner and Opposition to
Plaintiff's Countermotion for Attorney Fees and Costs filed on
June 25, 2015

1

151-178

Defendant's Motion to Stay Service of Subpoena Duces Tecum
and Notice of Deposition and for a Protective Order Prohibiting
or Limiting the Deposition of Jennifer Crute Steiner filed on
June 11, 2015

1

87-110

Defendant's Exhibits Vol. I:

33

6161-7979

////

<u>DOCUMENT</u>	<u>VOLUME</u>	<u>PAGE NO.</u>
Defendant's Exhibit D- Teichner Accounting Rebuttal Expert Disclosure Dated: January 25, 2016	33	6162-6209
Defendant's Exhibit F- Teichner Accounting Sur-Rebuttal Report Dated: February 15, 2016	33	6210-6215
Defendant's Exhibit S- Bank of America Joint Checking Account Ending 6446 Statement From December 1, 2015 to December 31, 2015	33	6216-6223
Defendant's Exhibit T- Bank of America Checking Account ending in 0129 Statement from December 1, 2015 to December 31, 2015	33	6224-6229
Defendant's Exhibit U- Wells Fargo Complete Advantage Checking Account Ending 5397 Statement from January 9, 2016 to February 5, 2016	33	6230-6239
Defendant's Exhibit V- Wells Fargo PMA Account ending 8870 Statement from January 9, 2016 to February 5, 2016	33	6240-6242
Defendant's Exhibit W- UBS Trust – Fee Base ending 743 Statement From January 2016	33	6243-6252
Defendant's Exhibit X- UBS Checking ending 745 Statement for January 2016	33	6253-6264
Defendant's Exhibit Y- UBS Trust – PWS/GAM ending 134 Statement for January 2016	33	6265-6282
Defendant's Exhibit Z- UBS Stock Option ending 999 Statement for January 2016	33	6283-6290
Defendant's Exhibit AA- Merrill Lynch Ending 588 Statement from December 01, 2015 to December 31, 2015	33	6291-6360
Defendant's Exhibit BB- UBS Trust – Fee Base ending 43 Statement for January 2016	34	6361-6368
Defendant's Exhibit CC- Fidelity Dignity Health Statement from January 1, 2015 to December 31, 2015	34	6369-6372
Defendant's Exhibit DD- Davita Retirement Plan Statement from January 1, 2016 to January 31, 2016	34	6373-6375
Defendant's Exhibit EE- Davita Retirement Savings Plan Statement from October 1, 2015 to December 31, 2015	34	6376-6378
Defendant's Exhibit LL- UBS Premier Variable Credit Line ending 027 Statement for January 2016	34	6379-6384
////		

<u>DOCUMENT</u>	<u>VOLUME</u>	<u>PAGE NO.</u>
Defendant's Exhibit MM- American Express Centurion Account ending 3005	34	6385-6396
Defendant's Exhibit NN- American Express Platinum Account ending 2003 Statement from January 18, 2016 to February 6, 2016	34	6397-6401
Defendant's Exhibit OO- American Express Platinum Account ending 9008 Statement from January 25, 2016 to February 23, 2016	34	6402-6406
Defendant's Exhibit PP- Master Card Account ending 1588 Statement From January 07, 2016 to February 06, 2016	34	6407-6412
Defendant's Exhibit QQ- Wells Fargo Account ending 1032 Statement from December 16, 2015 to January 15, 2016	34	6413-6419
Defendant's Exhibit RR- Banana Republic Account ending 4713 Statement from December 4, 2015 to January 4, 2016	34	6420-6423
Defendant's Exhibit SS- Discover Account ending in 4205 Statement from November 12, 2015 to December 11, 2015	34	6424-6427
Defendant's Exhibit TT- Kohls Account ending in 557 Statement from November 7, 2015 to December 7, 2015	34	6428
Defendant's Exhibit UU- Merrill Lynch Account ending 9677 Statement from November 13, 2015 to December 12, 2015	34	6429-6431
Defendant's Exhibit VV- Nordstorm Account ending 992 Statement from November 13, 2015 to December 13, 2015	34	6432-6436
Defendant's Exhibit WW- TJX Rewards Account ending 6951 Statement from December 1, 2015 to January 1, 2016	34	6437-6439
Defendant's Exhibit XX- Detailed Financial Disclosure Form for Gabrielle Cioffi-Kogod, Filed February 25, 2015	34	6440-6456
Defendant's Exhibit AAA- Email from Eugene to Dennis Dated: February 12, 2012	34	6457-6459
Defendant's Exhibit BBB- Various Checks from Gabrielle to Eugene Cioffi-Kogod Re: House	34	6460-6464
Defendant's Exhibit CCC- Various Checks from Gabrielle to Eugene Cioffi-Kogod Re: Misc.	34	6465-6467
Defendant's Exhibit DDD- Various Checks from Gabrielle to Eugene Cioffi Re: Eugene's Birthday	34	6468-6470
Defendant's Exhibit EEE- Various Checks from Gabrielle to Cassandra Cioffi Re: Cassandra's Birthday	34	6471-6473

<u>DOCUMENT</u>	<u>VOLUME</u>	<u>PAGE NO.</u>
Defendant's Exhibit FFF- Various Checks from Gabrielle to Stephanie Cioff Re: Stephanie's Birthday	34	6474-6476
Defendant's Exhibit GGG- Check from Dennis to Escrow of the West Re: 128 N. Edinburch	34	6477
Defendant's Exhibit HHH- Various Checks from Gabrielle to Cash	34	6478-6496
Defendant's Exhibit III- Various Checks from Gabrielle to Deaner, Deaner, Scann, Malan & Larsen Re: Kogod v. DeYoung #5504-0001	34	6497-6507
Defendant's Exhibit KKK- Notice of Entry of Stipulation and Order Filed on August 12, 2015	34	6508-6513
Defendant's Exhibit LLL- Email from Dennis to Gabrielle Dated: December 8, 2011	34	6514-6515
Defendant's Exhibit NNN- Plaintiff's Sixteenth Supplemental Production of Documents Pursuant to NRCP 16.2, Served on October 22, 2015	34	6516-656
Defendant's Exhibit OOO- Gabrielle Kogod's Resume	34	6561-6564
Defendant's Exhibit PPP- Plaintiff's Response to Defendant's First Set of Interrogatories Dated May 18, 2015	35	6565-6589
Defendant's Exhibit QQQ- Plaintiff's Response to Defendant's Second Set of Interrogatories Served on October 20, 2015	35	6590-6597
Defendant's Exhibit RRR- Plaintiff's Response to Defendant's Third Set of Interrogatories Served on October 29, 2015	35	6598-6603
Defendant's Exhibit SSS- Confidential Memorandum Limited Partner Interests in New Enterprise Associates 14, L.P. Dated: February 2012	35	6604-6683
Defendant's Exhibit TTT- New Enterprise Associates 14, L.P. Supplemental Schedule of Changes in Individual Partner's Capital Accounts	35	6684-6706
Defendant's Exhibit UUU- Plaintiff's Eleventh Supplemental Production of Documents Pursuant to NRCP 16.2 Dated: September 9, 2015 (Spreadsheet from Nadya's depo)	36	6707-6906
Defendant's Exhibit UUU- Continued Plaintiff's Eleventh Supplemental Production of Documents Pursuant to NRCP 16.2 Dated: September 9, 2015 (Spreadsheet from Nadya's depo)	37	6907-7034
Defendant's Exhibit VVV- Davita Power Point Regarding 2015 Long Term Incentive Program	37	7035-7041

<u>DOCUMENT</u>	<u>VOLUME</u>	<u>PAGE NO.</u>
Defendant's Exhibit XXX- Davita Cash Performance Award Agreement, Exhibit B	37	7042-7048
Defendant's Exhibit YYY- Email from Radiology Partners regarding 2014 Tax Compliance	37	7049-7059
Defendant's Exhibit ZZZ- Radiology Partners Member Equity Statement Dated: July 31, 2015	37	7060
Defendant's Exhibit AAAA- Radiology Partners Practice Update, Dated July 31, 2015	37	7061-7067
Defendant's Exhibit FFFF- Kogod Equity Analysis of Dennis' outstanding Long-term incentives (Equity Bases and Cash-Based) and Explanation	37	7068-7070
Defendant's Exhibit GGGG- Thomasina Distribution Agreement	37	7071-7126
Defendant's Exhibit HHHH- Pray for Ukraine Agreement Dated: October 16, 2014	37	7127-7132
Defendant's Exhibit IIII- UBS Resource Management account Ending 899 Statement for February 2016	37	7133-7134
Defendant's Exhibit JJJJ- 2015 W-2 issued to Dennis L. Kogod	37	7135-7137
Defendant's Exhibit KKKK- Principle Life Insurance Company Statement for February 18 2016	37	7138-7139
Defendant's Exhibit LLLL- Email from Denise to Dennis Kogod	38	7140
Defendant's Exhibit MMMM- Filing with US Security and Exchange Commission	38	7141-7142
Defendants Exhibit NNNN- Email 2/23/16 Re: Award of 76,766 Shares And Sale of \$33,290 Shares for Tax Purposes	38	7143-7144
Defendant's Exhibit OOOO- Assets & Debt Chart	38	7145-7148
Defendant's Exhibit PPPP- Martial Balance Sheet	38	7149-7151
Defendant's Exhibit QQQQ- Costs & Fees Through 1/31/16	38	7152-7174
Defendant's Exhibit RRRR- Jimmerson Fees	38	7175-7340
Defendant's Exhibit SSSS- Depo of Eugene Cioffi February 05, 2016	39	7341-7450
Defendant's Exhibit TTTT- Depo of Stephanie Cioffi February 05, 2016	39	7451-7467
Defendant's Exhibit UUUU- 9716 Oak Pass Appraisal	42	8042-8061

<u>DOCUMENT</u>	<u>VOLUME</u>	<u>PAGE NO.</u>
Defendant's Exhibit VVVV- Jennifer Bosco Resume	42	8062
Defendant's Exhibit WWW- Hollywood Hills Escrow	42	8063
Defendant's Exhibit XXXX- February 2016 UBS account summary statement	39	7468-7474
Defendant's Exhibit YYYY- February 2016 UBS account statement for Accounts ending 743	39	7475-7484
Defendant's Exhibit ZZZZ- February 2016 UBS account statement for Accounts ending 134	39	7485-7500
Defendant's Exhibit 5A- February 2016 UBS account summary statement	39	7501-7508
Defendant's Exhibit 5B- February 2016 UBS account statement for accounts Ending 745	39	7509-7522
Defendant's Exhibit 5C- February 2016 UBS account statement for accounts Ending 899	39	7523-7532
Defendant's Exhibit 5D- February 2016 UBS account statement for accounts Ending 746	39	7533-7540
Defendant's Exhibit 5E- February 2016 UBS account statement for accounts Ending 027	39	7541-7546
Defendant's Exhibit 5F- February 2016 UBS account statement for accounts Ending 575	39	7547-7552
Defendant's Exhibit 5G- UBS Account Summary for account ending 17, Showing no value As of February 26, 2016	39	7553
Defendant's Exhibit 5H- February 2016 UBS account statement for accounts ending 75	39	7554-7559
Defendant's Exhibit 5I- May 2016 UBS account statement for accounts ending 76	39	7560-7567
Defendant's Exhibit 5J- May 2016 UBS account statement for accounts ending 43	39	7568-7577
Defendant's Exhibit 5K- May 2016 UBS account statement for accounts ending 45	39	7578-7587
Defendant's Exhibit 5L- May 2016 UBS account statement for accounts ending 34	40	7588-7603
Defendant's Exhibit 5M- Wells Fargo PMA Package account ending 5397 Statement from February 1, 2016 through February 29, 2016	40	7604-7613

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Defendant's Exhibit 5N- Wells Fargo Checking account ending 8870 Statements from February 6, 2016 through March 7, 2016	40	7614-7616
Defendant's Exhibit 5O- Wells Fargo Visa account ending 1032 statements From January 16, 2016 through February 12, 2016	40	7617-7620
Defendant's Exhibit 5P- Wells Fargo Visa account ending 1032 statements From February 13, 2016 through March 15, 2016	40	7621-7625
Defendant's Exhibit 5Q- American Express Platinum account ending 9008 Statements from January 16, 2016 through February 23, 2016	40	7626-7636
Defendant's Exhibit 5R- American Express Platinum account ending 9008 Statements from February 24, 2016 through March 25, 2016	40	7637-7645
Defendant's Exhibit 5S- American Express Centurion account ending 3005 Statements from January 16, 2016 through February 14, 2016	40	7646-7659
Defendant's Exhibit 5T- American Express Centurion account ending 3005 Statements from February 15, 2016 through March 16, 2016	40	7660-7668
Defendant's Exhibit 5U- American Express Optima account ending 2003 Statements from January 19, 2016 through February 16, 2016	40	7669-7680
Defendant's Exhibit 5V- American Express Optima account ending 2003 Statements from February 17, 2016 through March 18, 2016	40	7681-7685
Defendant's Exhibit 5W- Master Card Black Card account ending 1588 Statements from February of 2016	40	7686-7691
Defendant's Exhibits 5X- Principle Life Insurance Company Statement of Coverage as of February 26, 2016	40	7692-7693
Defendant's Exhibits 5Y- Voja DaVita Retirement Savings Plan statement From 01/01/16 through 03/31/16	40	7694-7696
Defendant's Exhibits 5Z- DaVita Gambro Healthcare Executive Retirement Plan Benefit Statement from February of 2016	40	7697-7699
Defendant's Exhibit 6A- Cigna Health Savings Plan account balance of April 24, 2016	40	7700-7703
Defendant's Exhibit 6B- DaVita Stock Award Grant Statement, exercisable as of 06/01/16	40	7704-7705
Defendant's Exhibit 6C- Documents regarding sale of Ferrari	40	7706-7707

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Detailed Financial Disclosure Form filed on February 25, 2015	1	28-44
Detailed Financial Disclosure Form filed on February 27, 2015	1	45-65
Detailed Financial Disclosure Form filed on May 29, 2015	1	67-84
Detailed Financial Disclosure Form filed on February 16, 2016	4	721-738
Detailed Financial Disclosure Form filed on February 19, 2016	4	819-835
Discovery Commissioner's Report and Recommendations filed on January 11, 2016	2	421-424
Discovery Commissioner's Report and Recommendations filed on January 22, 2016	4	707-711
Discovery Commissioner's Supplemental Report and Recommendations filed on February 22, 2016	4	843-846
Errata to Pre-Trial Memorandum filed on February 22, 2016	4	841-842
Errata to Notice of Filing Cost Bond for Appeal filed on August 30, 2016	44	8603-8606
Ex-Parte Motion to Enlarge Time for Service of Summons and Complaint filed on April 4, 2014	1	7-11
Ex-Parte Order to Enlarge Time for Service of Summons and Complaint filed on April 10, 2014	1	12-13
Ex Parte Request for Leave of Court to File Supplemental Pleading (With Notice) Filed September 21, 2016	45	8914-8944
Joint Preliminary Injunction filed on May 15, 2014	1	15-16
Motion for an Order to Show Cause to Hold Gabrielle Cioffi-Kogod in Contempt for Failure to Comply with the Discovery Commissioners Recommendation Regarding Service of Jennifer Crute Steiner and for Attorney's Fees and Costs filed on September 14, 2015	2	207-274
Motion to Compel Discovery and for Attorney's Fees and Costs filed on December 23, 2015	2	407-420
Motion in Limine to Exclude Updated Real Estate Appraisals and Newly Disclosed Rental Values Submitted by Plaintiff filed on February 19, 2016	4	836-840
Motion in Limine to Exclude Defendant's Witness Disclosed After Deadline to Disclose witnesses and Request for Attorney's Fees and Sanctions filed on February 22, 2016	4	847-858

<u>DOCUMENT</u>	<u>VOLUME</u>	<u>PAGE NO.</u>
Motion to Stay Enforcement of Decree of Divorce and for Other Related Relief filed on August 24, 2016	44	8594-8600
Motion for Attorney's Fees and Costs filed on September 13, 2016	44	8607-8703
Notice of Appeal filed on August 23, 2016	44	8588-8589
Notice of Appeal, filed on Dccember 13, 2016	47	9280-9286
Notice of Cross-Appeal filed on September 21, 2016	45	8823-8940
Notice of Cross-Appeal, filed on December 23, 2016	47	9291-9297
Notice of Entry of Order filed on August 12, 2015	1	205-206
Notice of Entry filed on November 30, 2015	2	395-399
Notice of Entry of Order filed on December 3, 2015	2	400-404
Notice of Entry of Order filed on May 6, 2016	42	8064-8065
Notice of Entry of Order filed on May 11, 2016	42	8068-8069
Notice of Entry of Order filed on June 29, 2016	42	8086-8089
Notice of Entry of Findings of Facts, Conclusions of Law and Decree of Divorce filed on August 22, 2016	44	8474-8587
Notice of Entry of Order filed on October 24, 2016	47	9272-9275
Notice of Entry of Order from October 18, 2016 Hearing filed on December 5, 2016	47	9276-9279
Notice of Filing Cost Bond for Appeal filed on August 29, 2016	44	8601-8602
Objections to Plaintiff's proposed deposition Testimony and Submission of Additional Deposition Testimony filed on March 25, 2016	40	7721-7739
Opposition to Motion for an Order to Show Cause to Hold Gabrielle Cioffi-Kogod in Contempt for Failure to Comply with the Discovery Commissioner's Recommendation Regarding Service of Jennifer Crute Steiner and for Attorney's Fees and Costs and Countermotion for Sanctions and Attorney's Fees filed on October 6, 2015	2	287-335
Opposition to Motion to Stay Service of Subpoena Duces Tecum and Notice of Deposition and for a Protective Order Prohibiting or Limiting the Deposition of Jennifer Crute Steiner, and Countermotion for Attorney's Fees and Costs filed on June 23, 2015	1	111-150

<u>DOCUMENT</u>	<u>VOLUME</u>	<u>PAGE NO.</u>
Opposition to Motion to Compel Discovery and for Attorney's Fees and Costs and Countermotion for Protective Order filed on January 11, 2016	3	425-579
Opposition to Plaintiff's Motion for an Order to Show Cause why Defendant Should not be Held in Contempt of Court for His Multiple Violations of the Joint Preliminary Injunction, for an Order Limiting Access and Payments from Community Accounts, and for Sanctions, Attorney's Fees and Costs; and Countermotion for Attorney's Fees and Costs filed on February 8, 2016	4	713-720
Opposition to Plaintiff's Motion to Compel Discovery, for Sanctions, Attorney's fees and Costs; and Countermotion for Sanctions, Attorney's Fees and Costs filed on July 8, 2016	42	8090-8153
Opposition to Motion for Attorney's Fees and Costs filed on October 13, 2016	46	9167-9174
Order to Show Cause filed on February 24, 2016	4	859-860
Order filed on May 6, 2016	42	8066-8067
Order from April 6, 2016 Hearing filed on May 11, 2016	42	8070-8071
Order filed on June 28, 2016	42	8083-8085
Order From October 18, 2016 Hearing, filed on December 5, 2016	47	9278-9279
Plaintiff's Closing Brief filed on August 1, 2016	43	8242-8414
Plaintiff's Ex Parte Motion with Notice for Extension of Time to File Motion for Attorney's Fees and Costs filed on September 15, 2016	45	8803-8822
Plaintiff's Motion for the Issuance of an Order to Show Cause why Defendant Should not be Held in Contempt for his Multiple Violations of the Joint Preliminary Injunction; Plaintiff's Motion for an Order Limiting the Access and Payments from Community Accounts filed on January 19, 2016	4	647-706
Plaintiff's Pre Trial Memorandum filed on February 19, 2016	4	780-818
Plaintiff's Exhibit 1- Financial Disclosure Form Filed on February 16, 2016	10	1896-1912
Plaintiff's Exhibit 2- Financial Disclosure Form Filed on February 16, 2016	10	1913-1930
Plaintiff's Exhibit 3- Detailed Financial Disclosure Form Filed on May 29, 2015	10	1931-1951

<u>DOCUMENT</u>	<u>VOLUME</u>	<u>PAGE NO.</u>
Plaintiff's Exhibit 4- Detailed Financial Disclosure Form Filed on February 27, 2015	10	1952-1972
Plaintiff's Exhibit 5- 2014 Individual Income Tax Return	10	1973-1980
Plaintiff's Exhibit 6- 2013 Individual Income Tax Return	11	1981-2241
Plaintiff Exhibit 7- 2012 Individual Income Tax Returns	12	2242-2378
Plaintiff's Exhibit 8- 2011 Individual Income Tax Returns	13	2379-2427
Plaintiff's Exhibit 9- 2010 Individual Income Tax Returns	13	2428-2456
Plaintiff's Exhibit 10- 2009 Individual Income Tax Returns	13	2457-2489
Plaintiff's Exhibit 11- 2008 Individual Income Tax Returns	13	2490-2515
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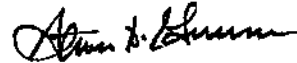
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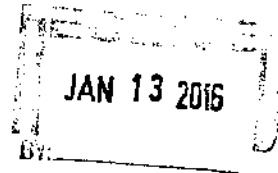
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CLERK OF THE COURT

1 **OPP**
2 RADFORD J. SMITH, CHARTERED
3 RADFORD J. SMITH, ESQ.
4 Nevada Bar No. 002791
5 GARIMA VARSHNEY, ESQ.
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12 Attorneys Plaintiff


JAN 13 2016

DISTRICT COURT
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI - KOGOD,

Plaintiff,

v.

DENNIS KOGOD,

Defendant.

CASE NO.: D-13-489442-D
DEPT NO.: G

FAMILY DIVISION

OPPOSITION TO MOTION TO COMPEL DISCOVERY AND FOR ATTORNEY'S FEES
AND COSTS
AND
COUNTERMOTION FOR PROTECTIVE ORDER

15
DATE OF HEARING: January 22, 2016
TIME OF HEARING: 1:30 p.m.

COMES NOW, Plaintiff, GABRIELLE CIOFFI - KOGOD ("Gabrielle") by and through her attorneys, Radford J. Smith, Esq. and Garima Varshney, Esq. of the firm of Radford J. Smith, Chartered, and submits the following points and authorities in Opposition to Defendant, DENNIS KOGOD ("Dennis")'s motion referenced above and requests that the court deny that motion in its entirety. Gabrielle countermoves for the following order:

1. For a protective order pursuant to NRCPP 16(c) finding that Defendant's experts, Anthem Forensics, provision of a complete report, including all tables and analyses underlying the report, is

1 **OPP**

2 **RADFORD J. SMITH, CHARTERED**

3 **RADFORD J. SMITH, ESQ.**

4 Nevada Bar No. 002791

5 **GARIMA VARSHNEY, ESQ.**

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12 Attorneys Plaintiff

13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

15 **GABRIELLE CIOFFI - KOGOD,**

16 Plaintiff,

17 v.

18 **DENNIS KOGOD,**

19 Defendant.

CASE NO.: D-13-489442-D

DEPT NO.: G

FAMILY DIVISION

20 **OPPOSITION TO MOTION TO COMPEL DISCOVERY AND FOR ATTORNEY'S FEES**
21 **AND COSTS**

22 **AND**
23 **COUNTERMOTION FOR PROTECTIVE ORDER**

24 DATE OF HEARING: January 22, 2016

25 TIME OF HEARING: 1:30 p.m.

26 COMES NOW, Plaintiff, GABRIELLE CIOFFI - KOGOD ("Gabrielle") by and through her
27 attorneys, Radford J. Smith, Esq. and Garima Varshney, Esq. of the firm of Radford J. Smith,
28 Chartered, and submits the following points and authorities in Opposition to Defendant, DENNIS
KOGOD ("Dennis")'s motion referenced above and requests that the court deny that motion in its
entirety. Gabrielle countermoves for the following order:

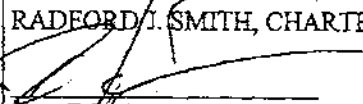
1. For a protective order pursuant to NRCP 16(c) finding that Defendant's experts, Anthem
Forensics, provision of a complete report, including all tables and analyses underlying the report, is

1 sufficient, and preventing Defendant from forcing Anthem Forensics to release, contrary to industry
2 standards in the community, electronic work product files or Excel files of Anthem Forensics.

3 2. For any other relief as the Court deems appropriate.
4

5 This motion is made and based upon the papers and pleadings on file herein, the attached
6 Memorandum of Points and Authorities, and oral argument of counsel, if any, at time of hearing.

7 DATED this 8 day of January, 2016.

8  RADFORD J. SMITH, CHARTERED

10 RADFORD J. SMITH, ESQ.

11 Nevada Bar No.002791

12 GARIMA VARSHNEY, ESQ.

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I.

16
17 COUNTERSTATEMENT OF FACTS AND ISSUES

18 This case is a divorce action after a twenty-four (24) year marriage involving extensive issues of
19 massive community waste involving millions of dollars of undisclosed transfers of community funds by
20 Dennis. During the marriage, Dennis maintained a second family, and, unbeknownst to Gabrielle,
21 fathered two children (twins, age 8 years) in his meretricious relationship. Dennis lived a "rock star"
22 lifestyle with his second family, and transferred millions of dollars of community funds for their
23 benefit. Dennis purchased mansions, automobiles, yachts, Beverly Hills condominiums for his family
24 members, automobiles (to this date his girlfriend drives a 2015 Bentley) and, according to Gabrielle's
25 expert report, Dennis expended more than \$6,000,000.00 maintaining his lifestyle with his girlfriend
26 and children.
27
28

1 The case was filed in approximately March 2015. For nearly nine months, Dennis delayed the
2 action by continuously promising to perform an accounting of the moneys he had expended. Dennis
3 delayed the production of documents, and failed to provide any reasonable accounting. At one point he
4 estimated his total expenditures outside of the yachts, real estate and cars to be approximately
5 \$600,000.00. That figure was not supported by any competent analysis.
6

7 The case began in earnest with the entry of the case by undersigned counsel, and the filing by
8 Dennis through his former counsel James J. Jimmerson, Esq. Mr. Jimmerson, through letters and
9 statements to the Court, indicated that Dennis, through Mr. Jimmerson's office, was hiring an expert for
10 the purpose of providing an accounting of the funds expended. On February 3, 2015, at the Case
11 Management Conference, counsel for Dennis, James J. Jimmerson, Esq., in disclosing the existence of
12 Dennis' second family for the first time, made the following representations to Judge Duckworth:
13

14 In this particular case, there are really very limited issues. Because the estate is in such
15 a solid shape. There is very little debt and very large assets.

16 An unhappy factor in this case is that my client fathered two children, twins, during this
17 marriage with another woman and had maintained, essentially, a separate life that had
18 not been disclosed to Mrs. Kogod until approximately May of last year, give or take.
19 She may have known before, but I'm saying in terms of what we understand... There is
20 therefore going to be a claim for waste as an issue. And like we try to resolve
21 issues... we are going to take that issue away from her by providing an accounting,
22 an estimate and an offer that will be more than the dollar spent so that one-half
23 should be awarded to Mrs. Kogod to at least remove the financial strain or insult of
24 Dennis' having this relationship. Dennis is embarrassed by this certainly... but he is
25 not embarrassed about having two wonderful children of age 7 with a woman that he has
26 fallen in love with.

27 See Video from the Hearing on February 3, 2015, 11:04:59 - 11:06:46.

28 Mr. Jimmerson's stated course was reasonable. Indeed, the Court has expressed, albeit later in
the action, that Dennis should provide an accounting of the monies Dennis expended that were not for
the benefit of the marital community because he "lived it."

Court: I've talked about generalities before. I've talked about the monies spent on this

1 other family and that did not benefit the marital community. . . That's why I go back to
2 that initial proposition was that look, we know that there is an amount and who better to
3 know that than the Defendant because he lived it just to say, you know what, even as to
that specific issue, I'm offering X amount of money. . .

4 See Video from Hearing on October 14, 2015 at 11:37:10.

5 Mr. Jimmerson attempted to do just what the Court later acknowledged. Mr. Jimmerson hired
6 and identified (in his Complex Litigation Plan filed April 24, 2015), a financial analyst, Melissa
7 Attanasio of Divorce Strategies Group, to weed through the mountain of expenditures constituting
8 community waste in this case. Ostensibly Ms. Attanasio, Mr. Jimmerson and Dennis would prepare an
9 extensive accounting, and compare that accounting to Gabrielle's experts in the hope of resolving the
10 case as Mr. Jimmerson imagined. Mr. Jimmerson's efforts were thwarted, however, when Dennis
11 abruptly changed counsel in this matter in August, 2015, causing the delay of numerous previously
12 scheduled depositions, and delaying trial.
13

14 Gabrielle, like Mr. Jimmerson, understood that the core work to be performed in this case is an
15 accounting of the funds that Dennis has spent surreptitiously, and without her knowledge or consent. In
16 January 2015, she retained the highly regarded and experienced firm, Anthem Forensics ("Anthem"), to
17 conduct a forensic accounting. During the course of discovery, Anthem unraveled Dennis's previous
18 representations about the extent of his spending during his 10 year relationship with his girlfriend. The
19 work was extensive, and time-consuming. The work required the preparation of scores of spreadsheets
20 and analyses.
21

22 Dennis was aware of his spending, and aware of his duty to account, but nevertheless sat idly by
23 while Gabrielle, her attorneys, and her experts worked tirelessly. Gabrielle and her counsel conducted
24 nine depositions both in Nevada and California, all but one of which (due to illness) was attended by a
25 representative of Anthem Forensics. Gabrielle and her counsel worked with Anthem to develop
26 analyses that they believed outline the extent of community waste in the case. All involved put in 100s
27
28

1 of hours of work to prepare their analyses. That work culminated in a report that identified over
2 \$6,000,000 worth of surreptitious expenditures on his second family over and above Dennis's
3 reasonable lifestyle expenses, an amount ten times what Dennis had estimated in early 2015. Anthem
4 provided its initial report nearly two months ago, on November 17, 2015. Anthem provided a
5 supplemental report after Dennis's second deposition. (See, Supplemental Report of Anthem Forensics
6 dated December 15, 2015, attached hereto as Exhibit "1"). Both the initial and supplemental reports
7 contain all spreadsheets and analyses supporting the Anthem analysis.

9 Dennis waited nearly 20 months after the service of this case to hire his current expert, Mr.
10 Teichner. Mr. Teichner has now been that he be provided Anthem's report, that contains all analyses,
11 charts, and spreadsheets underlying the report. The report further identifies all of the source documents
12 (primarily accounts that Dennis had hidden from Gabrielle) used to perform the analysis. At the
13 hearing on October 14, the parties entered into a stipulation and order to set deadlines for Gabrielle's
14 expert report, supplemental expert report and Dennis' rebuttal expert report. See Order from the
15 Hearing of October 14, 2015 filed on December 1, 2015. On November 17, 2015 Anthem produced
16 their Expert Report. After Dennis' second deposition, on December 15, 2015, Anthem produced their
17 supplemental expert report. Mr. Teichner's Rebuttal Expert Report is due on January 11, 2016.

20 By the current Motion, Dennis now seeks Anthem's electronic files, and Excel Spreadsheets.
21 For the reasons set forth below, Dennis' motion to compel production of Anthem's electronic files and
22 Excel spreadsheets (even though he has all of Anthem's analyses) should be denied, and Gabrielle's
23 request for a protective order should be granted.

25 A. It is not standard practice, habit or custom for a forensic accountant in this community to
26 provide their work product in electronic data form.

27 The components of a forensic accounting analysis of the type conducted by Anthem in this
28 matter, are: a) the support, b) the process, and c) the opinions. See Declaration of Joe Leauanae attached

1 hereto as Exhibit "1." The support refers to the data and information used in Anthem's analysis, such
2 as source documents. During the marriage, Dennis has controlled the majority of the parties' assets and
3 accounts. During discovery he has produced documents and information that Anthem has used to
4 conduct its analysis of various transactions that occurred during the period of marriage.
5

6 The opinions refer to the conclusions reached after applying Anthem's processes, explained
7 below, to the support provided through discovery. The opinions are presented in a report. The
8 "support" and "opinions" components referenced above should be discoverable, since they support the
9 basis for, or represent, Anthem's opinions.
10

11 The process refers to the methods and procedures undertaken by Anthem to reach conclusions.
12 Anthem's processes have evolved through thousands of hours of trial and error in hundreds of
13 engagements. (See Affidavit of Joseph Leauanae, attached hereto as Exhibit "2"). They are trade
14 secrets that facilitate efficiencies that are passed on to Anthem's clients in the form of lower fees, since
15 Anthem typically bills using hourly rates. Anthem's processes, which include the creation of the Excel
16 schedules that Dennis seeks, represent a strategic advantage that has significant value.
17

18 The "process" component should not be wholly discoverable, since it contains Anthem's
19 intellectual property. While an expert should expect 1) to be questioned regarding the process by which
20 the expert reached his or her opinion; and 2) to satisfy the trier of fact that sound theories and methods
21 were used by the expert, an expert should not be expected to divulge intellectual property that could
22 provide significant long-term benefit to another expert at Anthem's detriment. As of the date of this
23 Opposition, Anthem has released their first report and their supplemental report to Dennis and his
24 experts (See, Supplemental Report Attached as Exhibit "1"). All the schedules that form a basis of
25 Anthem's report are attached to their reports. Those schedules can be scanned in and converted to
26 Excel spreadsheets by Dennis and his expert for ease of use.
27
28

1 Because it is not standard practice, custom and habit of experts to produce their excel schedules,
2 Dennis' expert should not have any expectation of receiving Anthem's Excel schedules when Dennis,
3 through his counsel, stipulated to the current deadline for production of their rebuttal report.
4

5 **B. Providing Anthem's Excel schedules to Dennis will grant him unfair advantages in terms**
6 **of the time and cost to recreate Anthem's analysis, the time and cost to perform Dennis'**
7 **own analysis, and his ability to critique Anthem's analysis without availing himself to**
8 **similar criticism.**

9 Dennis has had as much, or more, opportunity and time to engage an expert to conduct a
10 forensic accounting, and began to do so when represented by Mr. Jimmerson. He chose a different tact,
11 after firing Mr. Jimmerson: he would wait and see if Gabrielle's experts found everything. When
12 Dennis retained his current counsel, he announced that his expert's report would be limited to a rebuttal
13 report.¹ Dennis has chosen to rely on work performed by Gabrielle's experts over several months'
14 timeframe, and now expects to gain an unfair advantage from that work by reaping the benefits of the
15 work without incurring the cost.

16 Mr. Teichner already has a significant advantage over Anthem Forensics: he can access and ask
17 questions of Dennis at any time. He can go over the nature of expenditures with him, and gain any
18 insights Dennis may have regarding the spending and its purposes. Anthem's report was necessarily
19 based upon careful, fine-tooth-comb scrutiny of thousands of pages of documents produced by Dennis
20 during the course of discovery, and the deposition testimony of numerous witnesses, all of which are in
21 Mr. Teichner's hands.
22

23 Dennis should have by this stage in the case conducted the accounting everyone but Dennis
24 seemed to understand was the central issue in this case. His now waiting to the last minute to hire an
25 expert is not an adequate basis to vary from the custom and practice of forensic accountants in this
26 community, nor a viable reason to allow Mr. Teichner to invade Anthem's trade secrets and processes.
27
28

¹ See Video from the Hearing of July 21, 2015 at 11:33.30.

1 C. Mr. Teichner is only preparing a rebuttal report to Anthem's original report and should
2 therefore be able to complete his report under the deadlines stipulated by Dennis' counsel

3 On November 17, 2015 Gabrielle produced Anthem's Expert Report to Dennis. On December
4 15, 2015, after Dennis' second deposition, Gabrielle produced Anthem's Supplemental Expert Report
5 to Dennis. By stipulation, Dennis' Expert, Mr. Richard Teichner's Rebuttal Expert Report is due on
6 January 11, 2016. Because Mr. Teichner's report is a rebuttal expert report, that report should be based
7 upon limited (dependent) analysis of Anthem's report and not take the form of an original
8 (independent) analysis. As indicated by Anthem, if they were in Mr. Teichner's shoes and had been
9 asked to prepare the rebuttal expert report, then they would have been able to produce their rebuttal
10 report since it would be based upon a limited analysis. See Declaration of Mr. Joseph Leauanae
11 attached hereto as Exhibit "2."
12

13 By requesting Anthem's Excel schedules, and claiming that without them Mr. Teichner will
14 need "to spend time recreating those spreadsheets"², Dennis appears to be claiming that his expert will
15 be preparing more of an independent analysis than a dependent analysis. If that is the case, Defendant
16 should have had his expert begin their analysis even before Anthem's reports were issued, particularly
17 if such analysis will not be substantively dependent upon Anthem's findings. Dennis had equal, or
18 more, amount of time as Gabrielle to prepare an accounting and retain an expert. He failed to do so and
19 waited until less than two months before Trial that had been continued twice.
20

21
22 D. Releasing the Excel Spreadsheets to Dennis' experts will result in an inequitable benefit to
23 Dennis at the detriments of Gabrielle.

24 Dennis alleges that "the community is paying for both experts"³ but does not confirm that both
25 parties will share attorneys and experts' costs equally. If the Court does not allocate Anthem's costs
26 equally between the parties (i.e. if the Court orders both parties to bear their own attorneys and experts'
27

28 ² Defendant's Motion to Compel Discovery and for Attorney's Fees and Costs, p. 4.

³ Defendant's Motion to Compel Discovery and for Attorney's Fees and Costs, p. 4.

1 fees, after the otherwise equal division of the marital balance sheet), then Gabrielle will be
2 disadvantaged if Anthem provides its Excel schedules to Dennis because Dennis' expert's fees
3 will/should be significantly less than Anthem's fees as a direct result of the substantial work that
4 Anthem has already performed. Without an equitable distribution of Anthem's fees between the parties,
5 Gabrielle will essentially be penalized for seeking to trace and confirm community assets that Dennis
6 had already promised to identify and report to the Court and Gabrielle, but ultimately failed to do.

7
8 Dennis' latest request for Excel Sheets is not surprising and is aligned with his behavior
9 throughout this case. Dennis has avoided and actively fought providing information to Gabrielle,
10 waiting instead for Gabrielle (or her attorneys or experts) to identify areas of concern so that he need
11 only be reactive instead of proactive. As a result, Dennis has drawn out the discovery process and
12 limited Anthem's ability to efficiently conduct comprehensive discovery, a problem further
13 compounded when factual representations made by Dennis have been refuted by source documents.
14 Now, Dennis is seeking Anthem's Excel schedules so that he can limit his expert's universe of review,
15 and see the detailed workings of Anthem's analysis, without providing any such transparency to
16 Gabrielle, her attorneys, or Anthem.

17 II.

18 DENNIS' MOTION TO COMPEL SHOULD BE DENIED AND GABRIELLE'S REQUEST 19 FOR PROTECTIVE ORDER SHOULD BE GRANTED

20
21 Given the foregoing, Dennis' motion to compel Anthem to produce their excel spreadsheets
22 should be denied. Gabrielle seeks a protective order for Anthem's excel spreadsheets.

23 NRCP 26(c) states as follows:

24
25 *Protective Orders.* Upon motion by a party or by the person from whom discovery is
26 sought, accompanied by a certification that the movant has in good faith conferred or
27 attempted to confer with the other affected parties in an effort to resolve the dispute
28 without court action, and for good cause shown, the court in which the action is
pending may make any order which justice requires to protect a party or person from

1 annoyance, embarrassment, oppression, or undue burden or expense, including one or
2 more of the following:

- 3 (1) that the discovery not be had;
- 4 (2) that the discovery may be had only on specified terms and conditions, including a
5 designation of the time or place;
- 6 (3) that the discovery may be had only by a method of discovery other than that
7 selected by the party seeking discovery;
- 8 (4) that certain matters not be inquired into, or that the scope of the discovery be
9 limited to certain matters;
- 10 (5) that discovery be conducted with no one present except persons designated by the
11 court;
- 12 (6) that a deposition after being sealed be opened only by order of the court;
- 13 (7) that a trade secret or other confidential research, development, or commercial
14 information not be revealed or be revealed only in a designated way;
- 15 (8) that the parties simultaneously file specified documents or information enclosed in
16 sealed envelopes to be opened as directed by the court.

16 If the motion for a protective order is denied in whole or in part, the court may, on such
17 terms and conditions as are just, order that any party or other person provide or permit
18 discovery. The provision of Rule 37(a)(4) apply to the award of expenses incurred in
19 relation to the motion.

20 [Emphasis supplied]

21 Alternatively, if the Court grants Dennis' request, then for the protection of Anthem's
22 intellectual property, and given Mr. Teichner's belief that Anthem's Excel schedules only represent a
23 "typing job", the scope of such discovery should be limited to produce only the Excel version of those
24 schedules that were presented as numbered Exhibits in Anthem's reports, stripped of any formulae,
25 formatting, or templates that would cause said Excel schedules to represent anything more than an
26 aggregation of inputted data. It bears noting that even in this stripped down state, the provision of
27 Anthem's Excel schedules would still benefit Dennis, and potentially detriment Gabrielle as set forth
28

1 above. Should the Court grant Dennis' requested by limiting the scope of the production as set forth
2 herein, then Dennis should be ordered to pay a portion of Anthem's fees.

3
4 III.

5 CONCLUSION

6 Based on the foregoing, Gabrielle requests that the Court deny Dennis' motion in its entirety
7 and grant Gabrielle's request for a protective order for Anthem's Excel Spreadsheets.

8 DATED this 8 day of January, 2016

9 ~~RADEORD~~ J. SMITH, CHARTERED

10
11 ~~RADEORD~~ J. SMITH, ESQ.

12 Nevada Bar No. 002791

13 GARIMA VARSHNEY, ESQ.

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17 *Attorney for Plaintiff*

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I served the foregoing document described as "OPPOSITION TO MOTION TO COMPEL DISCOVERY AND FOR ATTORNEY'S FEES AND COSTS AND COUNTERMOTION FOR PROTECTIVE ORDER" on this 8th day of January, 2016, to all interested parties by way of the Eighth Judicial District Court's electronic filing system.

Daniel Marks, Esq.
Law Office of Daniel Marks
610 South Ninth Street
Las Vegas NV 89101
Attorney for Defendant

Ernest Smith
An Employee of Radford J. Smith, Chartered

EXHIBIT “1”



SUPPLEMENTAL EXPERT WITNESS REPORT

REPORT DATE: DECEMBER 15, 2015

CIOFFI-KOGOD v. KOGOD

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CURRICULA VITAE

EXHIBITS



December 15, 2015
Via Electronic Mail

Radford J. Smith, Esq.
RADFORD J. SMITH CHARTERED
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074

Re: Cioffi-Kogod v. Kogod

Dear Mr. Smith:

Anthem Forensics ("Anthem") has been retained by Radford J. Smith Chartered, counsel for Gabrielle Kogod, to provide forensic accounting services relative to the captioned matter. This report supplements Anthem's report issued on November 17, 2015. Please note that if information becomes available to us that we deem relevant to the scope of this engagement, we reserve the right to supplement our report accordingly.

This report is not to be used for any other purpose than as explicitly stated herein.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe'.

Joseph L. Leauanae, CPA, CITP, CFF, CFE, ABV, ASA
joe@anthemforensics.com

A handwritten signature in black ink, appearing to read 'Jennifer A. Allen'.

Jennifer A. Allen, CPA, CFE
jenny@anthemforensics.com

1. INTRODUCTION

Our results and observations are based upon the information we have received and reviewed through the date of this report. They are also based upon pertinent accounting and financial standards, our current understanding of the facts relative to this matter, and our years of professional experience providing forensic accounting, economic damage calculation, and business valuation services.

2. BACKGROUND

The following narrative provides a summary of the events that culminated in the issuance of this report. We are not proposing this information as a factual statement nor do we intend to testify as to its veracity. Rather, this information allows us to put our opinions and conclusions in context with the events and circumstances upon which they are based. Please note that the background information presented herein has been summarized to reflect pertinent information relative to our analyses and is not intended to provide a comprehensive timeline of all information bearing on this matter.

On July 20, 1991, Gabrielle Cioffi and Dennis Kogod (collectively, "parties") were married in New York.

Prior to marriage, Gabrielle moved to Florida to be with Dennis. During the period from the date of marriage through September 2000, the parties moved from Florida to Pennsylvania and then to North Carolina as a result of Dennis' work promotions and employment changes.

In July 2000 Dennis was hired by Gambro¹ and, as a result, relocated to Southern California. Gabrielle joined Dennis in California in September 2000.

In December 2003, the parties moved to Southern Nevada and took up residence at 28 Via Mira Monte, Henderson, Nevada, 89011.

In October/November 2004, Dennis began a relationship² with Nadya Khapsalis ("Nadya")³.

On June 3, 2005, Dennis had a "marriage commitment ceremony" with Nadya in Cancun, Mexico.

¹ In or about October 2005, Gambro was acquired by DaVita, Inc. ("DaVita"), where Dennis is still employed.

² Deposition of Dennis Kogod, dated October 23, 2015, p. 80.

³ It bears noting that we have seen reference to different versions of Ms. Khapsalis' name, including but not limited to Nadyane Khapsalis Kogod, Nadejda Khapsalis, Nadine Kievsky, Nadya Kievsky, and Nadya Khapsalis Kogod. To avoid confusion, Ms. Khapsalis is referred to as Nadya throughout this report.

On June 8, 2005, Dennis purchased an apartment located at 1809 Overland Avenue, #3, Los Angeles, California, 90025 ("Overland apartment") and Nadya moved into the Overland apartment with Dennis. Dennis told Gabrielle that the Overland apartment was owned by "one of the other senior executives at Gambro" because he did not want Gabrielle to know that he had purchased the home.⁴

On December 28, 2007, Nadya gave birth to Dennis' twin daughters, Nika and Denise Khapsalis.⁵ Based upon Nadya's deposition testimony, it is our understanding that the twins were conceived using in-vitro fertilization.⁶

On March 5, 2009, Dennis purchased a residence located at 128 N. Edinburgh Avenue, Los Angeles, California, 90048 ("Edinburgh home"). Based upon the discovery received by our office, including deposition testimony, it is our understanding that Dennis, Nadya, and their children moved into the Edinburgh home after it was purchased. Dennis told Gabrielle that he "had a partner who owned the Edinburgh home" in order to conceal it from her.⁷

In late 2008/early 2009, Dennis' parents, Sheldon and Marsha Kogod, moved to California.⁸ Based upon the discovery received by our office, including deposition testimony, it is our understanding that Dennis was providing financial support prior to his parents' move to California. When Sheldon and Marsha relocated to California, Dennis paid their monthly rent expense and also provided them with a small monthly stipend.⁹

In July 2010, Gabrielle received notice that Dennis had filed a Complaint for marital dissolution in Clark County. Based upon the discovery received by our office, including deposition testimony, it is our understanding that around this time the parties collectively sought marriage counseling and attempted to work on their marriage.¹⁰ Contemporaneously, Dennis' Complaint for marital dissolution was withdrawn.¹¹

During the period from 2010 through 2012, Dennis lived part-time in Denver, Colorado.¹² It is our understanding that during this period Gabrielle believed Dennis to be living in an apartment in Colorado that DaVita had rented for him, with only minimal time spent in California for DaVita meetings and the majority of his time spent traveling internationally for DaVita (as opposed to Dennis living part-time in California).

⁴ Deposition of Dennis Kogod, dated October 23, 2015, p. 76.

⁵ It bears noting that Dennis also had two children prior to his marriage with Gabrielle: Josh (biological) and McKeshia (adopted).

⁶ Deposition of Nadya Khapsalis Kogod, dated September 11, 2015, p. 163.

⁷ Deposition of Dennis Kogod, dated October 23, 2015, p. 103.

⁸ Deposition of Dennis Kogod, dated October 23, 2015, p. 98.

⁹ Deposition of Dennis Kogod, dated October 23, 2015, pp. 98-99.

¹⁰ Deposition of Dennis Kogod, dated October 23, 2015, p. 87.

¹¹ Deposition of Dennis Kogod, dated October 23, 2015, p. 108.

¹² Deposition of Dennis Kogod, dated October 23, 2015, p. 101.

In December 2012, Dennis purchased a 2007 Cruiser yacht.

On March 14, 2013, Dennis purchased an apartment located at 321 S. San Vicente Boulevard #707, Los Angeles, California, 90048 ("San Vicente apartment"). It bears noting that while Sheldon and Marsha Kogod are listed as the buyers of this property, Sheldon acknowledges that the San Vicente apartment was purchased with funds from Dennis and that he and Marsha do not intend to pay Dennis back.¹³

On June 27, 2013, Dennis purchased a residence located at 9716 Oak Pass Road, Beverly Hills, California, 90210 ("Oak Pass home"). Based upon the discovery received by our office, including deposition testimony, it is our understanding that Dennis, Nadya, and their children moved from the Edinburgh home into the Oak Pass home after it was purchased.

On December 13, 2013, Gabrielle filed a Complaint for divorce. It bears noting that Dennis did not file an Answer to the Complaint until November 24, 2014.

On February 20, 2014, Dennis purchased an apartment located at 434 South Canon Drive, Unit 405, Beverly Hills, California, 90212 ("South Canon apartment"). Based upon the discovery received by our office, including deposition testimony, it is our understanding that Dennis purchased this property to provide a residence for his brother, Mitchell Kogod, and Mitchell's family.¹⁴

On June 23, 2014, Dennis traded in the 2007 Cruiser yacht towards the purchase of a 2014 Marquis yacht. It bears noting that while Denika, LLC and Sheldon Kogod are listed as the buyers, Sheldon acknowledges that the Marquis yacht was purchased with funds from Dennis and that Sheldon does not have a financial interest in the yacht.¹⁵

In September 2014, Dennis began a relationship with Jennifer Steiner.¹⁶

In January 2015 Anthem was retained by Radford J. Smith Chartered, counsel for Gabrielle, to provide forensic accounting services.

At a February 3, 2015 Court hearing, Gabrielle was informed that Dennis had "fathered two children, twins, during this marriage with another woman and had maintained, essentially, a separate life".¹⁷

¹³ Deposition of Sheldon Kogod, dated September 25, 2015, pp. 20-21.

¹⁴ Deposition of Mitchell Kogod, dated September 26, 2015, p. 35.

¹⁵ Deposition of Sheldon Kogod, dated September 25, 2015, pp. 22-23.

¹⁶ In Dennis' Answers to Plaintiff's Second Set of Interrogatories to Defendant filed July 30, 2015, Dennis indicated that he began a relationship with Ms. Steiner on September 19, 2014.

¹⁷ Plaintiff's Complex Divorce Litigation Plan dated April 8, 2015, p. 34.

On May 20, 2015, Dennis purchased an apartment located at 10776 Wilshire Boulevard, Unit 604, Los Angeles, California, 90024 ("Wilshire apartment"). Based upon the discovery received by our office, including deposition testimony, it is our understanding that Dennis purchased this property to live in because he had separated from Nadya, who still resides in the Oak Pass home.

On July 6, 2015, the 2014 Marquis yacht was sold for \$990,000.

On September 11, 2015, Anthem attended Nadya's deposition in Beverly Hills, California.

On September 15, 2015, Anthem attended the deposition of Patricia Murphy (Dennis' assistant) in Las Vegas, Nevada.

On September 25, 2015, Anthem attended Sheldon and Marsha's depositions in Beverly Hills, California.

On September 26, 2015, Anthem attended the depositions of Mitchell and Dana Kogod (Dennis' brother and sister-in-law) in Beverly Hills, California.

On October 23, 2015 and December 7, 2015, Anthem attended Dennis' depositions in Las Vegas, Nevada. It bears noting that while Anthem was present at both of Dennis' depositions, we have not yet received the transcript from the December 7, 2015 deposition. As such, any references herein to Dennis' December 7, 2015 deposition will be subsequently correlated to specific pages in the deposition transcript.

On December 10, 2015, Jennifer Steiner's deposition was held in Beverly Hills, California. Anthem did not attend Jennifer's deposition and as of the date of this report we have not yet received her deposition transcript.

3. ANALYSIS CONSIDERATIONS

Our analysis is necessarily based upon certain considerations and assumptions regarding potentially disputed facts and legal arguments. These considerations and assumptions may impact our analysis, conclusions, and opinions, but may not be part of our testimony at this time as they may be outside our area of expertise or the current scope of my engagement. As a predicate to the opinions presented in this report, please note the following considerations and assumptions:

1. During the course of our engagement we received information from various sources that has been reviewed and incorporated into our analysis. Anthem has gone through an iterative process of requesting, receiving, and analyzing information. It bears noting that missing source documentation was requested during the course of our engagement and

that references herein to missing account documentation represent the outstanding documentation that we have requested but not yet received.

2. We have not yet received the deposition transcripts for Dennis' December 7, 2015 deposition and Jennifer Steiner's December 10, 2015 deposition. As such, we reserve the right to update our analysis upon receipt of these transcripts and any other pertinent information received through the close of discovery.
3. It is our understanding that the Court has asked Dennis to provide an accounting of the funds spent during marriage. Further, James Jimmerson, Dennis' prior counsel, had stated that he and his client were going to "take away [the claim for waste] from [Gabrielle] by providing an accounting, an estimate and an offer that will be more than the dollar spent so that one-half should be awarded to [Gabrielle] to at least remove the financial strain or insult of Dennis' having [a relationship with Nadya]".¹⁸

As of the date of this report, it is our understanding that Dennis has not yet provided an accounting of the funds spent during marriage. As such, we reserve the right to update our analysis upon receipt of such accounting or pertinent documents in that regard.

4. FRAMEWORK FOR OUR FORENSIC ACCOUNTING ANALYSIS

As part of our engagement we were asked to conduct a forensic accounting analysis relative to all of the parties' financial accounts. Specifically, we were asked to trace the flow of funds within the various accounts and to provide observations relative to the parties' spending and potential community waste. During the course of our analysis the scope of our engagement was refined as follows:

1. Our forensic accounting analysis of the parties' financial accounts would cover the period from January 2004 through the present ("relevant period").
 - a. Based upon Dennis' deposition testimony regarding his relationship with Nadya, we have been asked to review account activity that dates back to at least January 2004. However, as of the date of this report, we have not yet received account statements prior to March 2008, as reflected on Exhibit 1.
2. Our forensic accounting analysis of the parties' financial accounts reflected on Exhibit 1 ("reviewed accounts") would include the analysis of transactions documented on the account statements, cancelled checks, and other supporting documentation.

¹⁸ Plaintiff's Complex Divorce Litigation Plan dated April 8, 2015, p. 34.

- a. We have highlighted the missing account statements and cancelled checks in red.
- b. This supplemental report includes the review of account activity reflected in account statements received after the issuance of our November 17, 2015 report (highlighted in orange on Exhibit 1).

We used the documents we received to create a chronological transaction register that showed the flow of funds between the reviewed accounts during the relevant period. From this chronological transaction register we were able to aggregate and analyze the cashflows based upon the activity in the financial records.

A more comprehensive analysis of the transaction register is provided below to the extent that it is pertinent to a particular financial analysis/observation. Please note that we can provide detailed observations regarding specific transaction activity upon request.

Since we are missing account documentation relevant to our forensic accounting analysis, we reserve the right to update our analysis and report upon receipt of additional documentation.

At this time, we have analyzed over 27,200 transactions in the reviewed accounts that took place during the relevant period. Our observations regarding these transactions are discussed below.

5. ANALYSIS OF POTENTIAL COMMUNITY WASTE

While we have endeavored to analyze potential community waste, the ultimate characterization of the transactions identified in this section will need to be resolved by the trier of fact.

NADYA/CHILDREN-RELATED OUTFLOWS

Based upon our attendance at Court hearings, it is our understanding that the Court has indicated that community monies spent on Dennis' relationship with Nadya and their twin daughters may represent community waste.

Given the foregoing, we have aggregated monies spent for the benefit of Nadya and the children into the following categories:

1. Payments made directly to Nadya.
 - a. It is our understanding that Dennis wrote checks to Nadya to pay for ongoing living expenses both before and after he provided her with access to a credit card.

2. Transactions on the Wells Fargo Visa credit card accounts ending 1032 and 4727 (Exhibit 1, Ref 23 and Ref 24).
 - a. Based upon deposition testimony, it is our understanding that Dennis provided Nadya with the Wells Fargo Visa credit card accounts ending 1032 and 4727 and that these accounts were used exclusively by Nadya.¹⁹ As such, we have considered all transactions in these accounts during our assessment of potential community waste.
3. Payments for personal care similar to the transaction activity on the Wells Fargo Visa credit card accounts ending 1032 and 4727.
4. Transactions that referenced Nadya and her relatives.
 - a. These transactions directly referenced Nadya or her relatives and included outflows such as airfare, insurance, and payments to individuals.
5. Transactions related to the children.
 - a. These transactions include, but are not limited to, childcare, education-related costs, shopping at childrens stores, airfare, and extracurricular activities.
6. Payments related to a book that Nadya published.
7. Payments related to an investment in 12 Moe, LLC.
 - a. Based upon Nadya's deposition testimony, 12 Moe, LLC was a design company that Dennis invested in for Nadya.²⁰
8. Western Union payments.
 - a. In Dennis' deposition he indicated that payments sent via Western Union were "to help out Nadya's family in Kazakhstan, some translation services on her book to Ukraine, if [Dennis] was away and a nanny needed money and [he] didn't leave a check or cash".²¹

¹⁹ Deposition of Dennis Kogod, dated October 23, 2015, p. 174.

²⁰ Deposition of Nadya Khapsalis Kogod, dated September 11, 2015, p. 133.

²¹ Deposition of Dennis Kogod, dated October 23, 2015, p. 262.

9. Legal fees.

- a. These transactions include legal fees incurred relative to Nadya's lawsuit with Dennis wherein she is seeking child support and palimony.

10. Automobile payments.

- a. Based upon Nadya's deposition testimony we have included the monthly automobile payments to BMW, Porsche, and Mercedes. It bears noting that at times there may have been two monthly payments to either BMW, Porsche, or Mercedes since it is our understanding that Dennis also drove those same makes/models during this time frame. For conservatism, we have only included one monthly payment during our assessment of potential community waste attributable to Nadya.

11. Payments to T-Mobile.

As reflected on Exhibit 2, the aggregation of these transactions is approximately \$1.6 million; however, the following bear noting:

1. During Nadya's deposition, she indicated that Dennis would give her cash to spend.²² Dennis indicated that until 2009 he usually gave Nadya cash.²³ Further, Dennis has indicated that he still provides Nadya with cash on a weekly basis.²⁴
 - a. At this time we need additional information in order to assess the amount of cash that was provided to Nadya. It bears noting that during the relevant period approximately \$646,000 was withdrawn in cash (excluding cash withdrawn by Gabrielle) from ATMs, in-branch withdrawals, checks written to cash, and cash advances on credit cards, as reflected on Exhibit 3.
 - b. In Dennis' deposition he indicated that he provided Nadya with approximately \$3,000 in cash each month.²⁵ As such, we have estimated that Dennis provided Nadya with approximately \$279,000 from March 2008 through November 2015.
2. It is our understanding that Nadya has not earned any income during her relationship with Dennis.²⁶ As such, there may be no mitigating/non-community sourced income considerations.

²² Deposition of Nadya Khapsalis Kogod, dated September 11, 2015, pp. 68-71.

²³ Deposition of Dennis Kogod, dated October 23, 2015, p. 139.

²⁴ Deposition of Dennis Kogod, dated October 23, 2015, p. 145.

²⁵ Deposition of Dennis Kogod, dated October 23, 2015, p. 246.

²⁶ Deposition of Dennis Kogod, dated October 23, 2015, p. 150.

3. The amounts reflected on Exhibit 2 do not include allocations for living expenses paid directly by Dennis such as utilities, groceries, property taxes, and costs related to the Overland apartment, the Edinburgh home, and the Oak Pass home. These costs are discussed later in this report.
4. The amounts reflected on Exhibit 2 do not include the purchase of Nadya's 2015 Bentley since this asset is currently reflected on the marital asset schedule discussed later in this report.
5. As stated elsewhere in this report, based upon Dennis' deposition testimony regarding his relationship with Nadya, we have been asked to review account activity that dates back to at least January 2004. However, as of the date of this report we have not yet received account statements prior to March 2008. As such, the amount of potential community waste identified in this report will be understated. Nevertheless, we reserve the right to update our analysis upon receipt of additional information.
6. Given that discovery is ongoing we reserve the right to update our analysis of the Nadya/children-related expenses.
7. During Dennis' December 7, 2015 deposition he identified certain expenses listed on Exhibit 2 of Anthem's November 17, 2015 report that he did not believe to be community waste. For example, Dennis stated that without additional information he could not determine whether certain transactions were ultimately for Dennis' benefit or the benefit of Nadya and the children (such as groceries purchased by Nadya). Notwithstanding the fact that any documentation deficiencies related to these expenses resulted from Dennis' recordkeeping, as a point of conservatism we have used Dennis' deposition testimony to exclude the following transactions from Exhibit 2:
 - a. Purchases at John Varvatos and Hugo Boss.
 - b. Transactions at Mr. Clean Cleaners.
 - c. Transactions at Luxelab.

It bears noting that at this time we are not making any other adjustments without additional information.

Given the foregoing, the amounts reflected on Exhibit 2 are understated relative to the monies that Dennis has expended on Nadya and the children.

JENNIFER STEINER-RELATED OUTFLOWS

As previously stated, it is our understanding that Dennis began a relationship with Jennifer Steiner in September 2014.²⁷ During the course of discovery, Dennis provided an itemized chart that attempted to identify "any and all vacations or trips" that he had taken with Jennifer, including the cost of said trip.

Dennis' itemized chart included 75 transactions that occurred during the period from September 26, 2014 through May 6, 2015. These 75 transactions totaled \$28,972.36. During the course of our analysis we identified the following four additional transactions that directly referenced Jennifer Steiner:

1. April 24, 2015 – \$249.10 paid to Delta for a flight departing April 29, 2015 from Salt Lake City to Las Vegas.
2. June 21, 2015 – \$5.60 paid to United Airlines for a flight departing June 27, 2015 from Santa Barbara to New York. This amount was refunded on June 27, 2015.
3. June 26, 2015 – \$5.60 paid to American Airlines for a flight departing June 27, 2015 (destination unknown).
4. August 11, 2015 – \$1,705.20 paid to Delta Airlines for a flight departing August 11, 2015 (destination unknown).

Please refer to Exhibit 4 for a listing of the transactions categorized as "Expenditures for Jennifer Steiner". It bears noting that during Dennis' December 7, 2015 deposition he alleged that he never stayed at the Andaz with Jennifer; however, in his Answers to Plaintiff's Second Set of Interrogatories, he specifically identified the charges at the Andaz hotel as relating to his relationship with Jennifer.

In addition to the transactions categorized as "Expenditures for Jennifer Steiner" above, we observed additional transactions that coincide with Dennis' trips with Jennifer, based upon date and location. These transactions are identified on Exhibit 4 under the category "Expenditures for Jennifer Steiner – Possible exp."

Given that we have not yet received Jennifer's deposition transcript, we have not yet incorporated her testimony regarding these potential transactions or other possible transactions (such as gifts). As such, we reserve the right to update our analysis of Jennifer Steiner-related potential community waste after receipt of her deposition transcript.

²⁷ In Dennis' Answers to Plaintiff's Second Set of Interrogatories to Defendant filed July 30, 2015, Dennis indicated that he began a relationship with Ms. Steiner on September 19, 2014.

Given the foregoing, and as reflected on Exhibit 4, during the period from September 26, 2014 through August 11, 2015 Dennis may have spent \$45,100 on or for the benefit of Jennifer Steiner. It bears noting that this assessment does not include a \$14,000 sapphire ring that was purchased for Jennifer since Dennis is allegedly holding this asset in a safe.

YACHT-RELATED OUTFLOWS

As previously stated, Dennis purchased a 2007 Cruiser yacht in December 2012 and eventually traded it in towards the purchase of a 2014 Marquis yacht in June 2014. On July 6, 2015, the 2014 Marquis yacht was sold for \$990,000. It is our understanding that Gabrielle never used either yacht.

Based upon our tracing analysis, the costs for purchasing and maintaining the two yachts greatly exceeded the sales proceeds. As such, we have identified all potential yacht-related costs as they may constitute potential community waste. As reflected on Exhibit 5, Dennis spent \$626,658 in excess of the \$990,000 sales proceeds.

It bears noting that these costs may be understated to the extent that certain yacht-related payments were made in cash.

ASSESSMENTS OF POTENTIAL COMMUNITY WASTE NOT ELSEWHERE CLASSIFIED IN THIS REPORT

While we have sought to identify potential community waste related to specific cost centers, the documentation that we have thus far received has prevented us from being able to precisely allocate other outflows between Dennis and non-community uses. As such, we have prepared a summary of outflows not elsewhere classified in this report and have attempted to allocate these outflows between Dennis and non-community uses.

As reflected on Exhibit 6²⁸, we have aggregated the outflows not elsewhere classified in this report by category and year. It bears noting that the outflows on Exhibit 6 exclude both activity already allocated to specific potential community waste as well as activity that may reasonably relate to Gabrielle and the community.

We then considered various adjustments to the aggregations on Exhibit 6. These adjustments (or potential forthcoming adjustments) have been categorized using the following notations:

²⁸ It bears noting that Exhibit 6 in our November 17, 2015 report included a category for "lodging" but did not include the total lodging amount in our assessment of potential community waste. This total has been included in the Exhibit 6 attached to this report.

Note 1 – These outflows were removed since they are addressed on the marital asset schedule on Exhibit 10.

Note 2 – These outflows were removed since they were already allocated elsewhere in this report.

Note 3 – While an adjustment may be necessary, at this time we need additional information in order to allocate some portion of these outflows to the community.

Note 4 – We have adjusted these outflows by incorporating the monthly estimates reflected on Dennis' May 29, 2015 Amended Financial Disclosure Form²⁹ or based upon Dennis' deposition testimony.

Note 5 – Although we do not currently have sufficient documentation/information to gauge whether these outflows wholly benefitted the community, for purposes of this report we have assumed that these outflows may have reasonably benefitted the community. Nevertheless, we reserve the right to reassess this assumption through the close of discovery.

Note 6 – These outflows were adjusted to estimate the potential allocation of community waste.

Given the foregoing, Dennis may have expended approximately \$3.6 million on non-community outflows not elsewhere classified in this report, subject to both the adjustments referenced above and potential adjustment for DaVita reimbursements.

SUMMARY OF POTENTIAL COMMUNITY WASTE

Please refer to Exhibit 9 for a summary of the potential community waste components discussed within Section 5 of this report. It bears noting that these amounts, which approximate \$6.2 million, are subject to adjustment for the reasons stated above.

6. COMMUNITY FUNDS SPENT ON BEHALF OF DENNIS KOGOD'S FAMILY MEMBERS

Based upon our attendance at Court hearings, it is our understanding that the Court may consider payments to Dennis' family members differently than it considers payments related to Dennis' extramarital affairs. As such, while we have identified payments to Dennis' family members, the

²⁹ During Dennis' October 23, 2015 deposition he discussed providing an amended FDF since he is now living in the Wilshire apartment. As of the date of this report we have not yet received the referenced amended FDF.

ultimate determination of whether these payments constitute community waste will need to be made by the trier of fact. It bears noting that in Dennis' deposition he stated that he did not inform Gabrielle that he was providing support to his family.³⁰

Given the foregoing, and as detailed on Exhibit 7, we have identified payments to or on behalf of Dennis' family for the Court's review. These outflows include checks to individuals, payments for rent, and travel-related expenses.³¹

It bears noting that the amounts reflected on Exhibit 8 do not include the purchase of the San Vicente apartment (where Dennis' parent's reside) and the South Canon apartment (where Dennis' brother's family resides), since it is our understanding that these assets are community property subject to division. Further, if Dennis paid for the maintenance or upkeep of these properties using community funds, then such amounts may be subject to inclusion as potential community waste to the extent not already captured in other discrete components discussed herein.

Additionally, the amounts reflected on Exhibit 7 do not include loans to certain family members, since it is our understanding that these receivables are community assets subject to division.

7. ADDITIONAL OBSERVATIONS AND CONSIDERATIONS

Please note the following additional observations and considerations regarding our current forensic accounting analysis:

1. During the course of our analysis we requested, but did not receive, all applicable cancelled checks. Exhibit 8 identifies the cancelled checks that we did not receive. For conservatism, we have not included any of these checks in our aggregation of potential community waste. Nevertheless, we reserve the right to include these payments in our aggregation of potential community waste if deemed necessary.
2. Based upon Dennis' deposition testimony regarding his relationship with Nadya, we have been asked to review account activity back to at least January 2004. However, as of the date of this report we have not yet received account statements prior to March 2008. As such, the amount of potential community waste identified in this report will be understated. Nevertheless, we reserve the right to update our analysis upon receipt of additional information.

³⁰ Deposition of Dennis Kogod, dated October 23, 2015, p. 99.

³¹ It bears noting that we have excluded the minimal payments to Marsha Kogod since, based upon her deposition testimony, all checks appear to be birthday or Mother's Day gifts.

3. During Dennis' deposition he stated that he did not use frequent flier miles.³² However, during the course of our analysis we observed a number of airfare transactions where flights were purchased for less than \$10.00, which may indicate the use of frequent flier miles to acquire airline tickets. It is our understanding that marital accumulations of frequent flier miles or credit card reward points should be subject to community division. As such, the following is a summary of Dennis' credit card reward points as of the most recent statements received:
 - a. American Express (combined for the Optima account, Platinum account, and the Centurion account): 201,468 points as of August 31, 2015.
 - i. The Rewards ID number for these three accounts is 1M28549515.
 - b. Visa Black Card account ending 5185: 298,467 points as of October 6, 2015.
 - c. Visa account ending 1032: 414,612 points as of October 31, 2015.
 - i. The Rewards ID number for this account is 60002996770.
4. During Dennis' deposition he was asked if he had entered into any other romantic relationships than those with Gabrielle and the individuals specifically discussed during his deposition. Since Dennis would not provide an answer to these questions, we cannot currently assess the extent to which Dennis expended community funds on extramarital affairs other than with Nadya and Jennifer. As such, if it is determined that Dennis did have other romantic relationships than those discussed herein, the amount of potential community waste identified in this report will be understated.

8. THE OPPORTUNITY COST OF POTENTIAL COMMUNITY WASTE

As discussed within this report, the community may have been economically disadvantaged to the extent that community assets and income were used for purposes that did not benefit the community. These economic damages could include, but not be limited to, the opportunity cost of foregone returns.

Since discovery is ongoing, and information such as Dennis' accounting of funds has not yet been received, we reserve the right to assess these foregone returns subsequent to the issuance of this report. Nevertheless, it bears noting that during his deposition Dennis indicated that the targeted rate of return on his UBS accounts approximated 3.5 to 4.5 percent after taxes.³³

³² Deposition of Dennis Kogod, dated October 23, 2015, p. 223.

³³ Deposition of Dennis Kogod, dated October 23, 2015, p. 221.

If the trier of fact deems it appropriate, the estimated returns on potential community waste may also be estimated at the Nevada statutory interest rate.

Given the foregoing, the amount of potential community waste identified in this report will be understated.

9. ASSETS SUBJECT TO COMMUNITY DIVISION

Please note that we have identified the following additional assets since the issuance of our November 17, 2015 report (please refer to Exhibit 10):

Ref #30: Investment with Radiology Partners – At this time we do not have sufficient information to determine the fair market value of this asset. As such, we have presented the original investment of \$150,000 on Exhibit 10. On December 14, 2015, Anthem spoke with Bob Gehlen, Dennis' UBS financial advisor, who confirmed that this investment is held outside of the UBS accounts.

Ref #31: Investment with iChill – During Dennis' December 7, 2015 deposition he indicated that this investment may have a fair market value of approximately \$750,000. On December 14, 2015, Anthem spoke with Bob Gehlen, who confirmed that this investment is held outside of the UBS accounts.

Ref #41: Addition to 10776 Wilshire Boulevard – During Dennis' December 7, 2015 deposition he indicated that he had purchased an addition to the Wilshire apartment, which he referred to as the "nanny's quarters". It bears noting that while Gabrielle has already received a purported equalization payment pursuant to Dennis' purchase of the Wilshire apartment, she has not yet received an equalization payment for the approximate \$330,000 property addition. The Wilshire apartment, the addition to the Wilshire apartment, and the monies received by Gabrielle are all reflected on Exhibit 10.

Ref #45: Miscellaneous – During Dennis' December 7, 2015 deposition he indicated that he is holding jewelry in a safe and has recently purchased artwork for the Wilshire apartment. At this time we do not have sufficient information to value the miscellaneous personal property and assets such as household furnishings.

Based upon our understanding of the community assets that are subject to division, the net community estate has a relatively current value of approximately \$41 million, as reflected on the marital asset schedule on Exhibit 10, before the inclusion of certain other assets discussed herein (such as unvested/unexercised stock-based compensation). Please note that Exhibit 10 is subject to update as we receive ongoing discovery.

10. ASSESSMENT OF DENNIS KOGOD'S FUTURE INCOME

Our analysis of Dennis' future income, as presented in our November 17, 2015 report, remains unchanged.

It bears noting that since we still have outstanding requests for compensation documentation, we reserve the right to update our analysis of Dennis' stock-based compensation as discovery continues. Please note that such update will also include the allocation of any time-vesting based awards between community and separate property.

Further, it should also be noted that the income components identified in our November 17, 2015 report are based upon Dennis' services to DaVita and do not include interest income or income derived from other sources (such as the production projects or venture-capital investments).

Please note that these future incentives/income components are not currently included on the marital asset schedule reflected on Exhibit 10, but such income should be considered when dividing community assets and assessing the income that may be available for spousal support purposes.

11. OPINIONS

Based upon our analysis, at this time we have the following opinions:

1. As reflected on Exhibit 9, the potential community waste is approximately \$6.2 million based upon the different components discussed within this report. It bears noting that these amounts are subject to adjustment for the reasons stated within this report, including the fact that these assessments are based upon documentation that only goes back (in part) to 2008.
2. Based upon our attendance at Court hearings, it is our understanding that the Court may consider payments to Dennis' family members differently than it considers payments related to Dennis' extramarital affairs. As such, while we have identified approximately \$397,000 in payments to or on behalf of Dennis' family members (as reflected on Exhibit 7), the ultimate determination of whether these payments constitute community waste will need to be made by the trier of fact. It bears noting that Exhibit 7 does not include the purchase of assets that are reflected on the marital asset schedule and that the \$397,000 is mutually exclusive from the \$6.2 million reflected on Exhibit 9.
3. Based upon our understanding of the community assets that are subject to division, the net community estate has a relatively current value of approximately \$41 million, as reflected on the marital asset schedule on Exhibit 10, before the inclusion of certain other

assets discussed herein (such as unvested/unexercised stock-based compensation). Please note that Exhibit 10 is subject to update as we receive ongoing discovery.

4. Please note that Dennis' future incentives/income components are not currently included on the marital asset schedule reflected on Exhibit 10, but such income should be considered when dividing community assets and assessing the income that may be available for spousal support purposes.

Since we still have outstanding requests for compensation documentation, we reserve the right to update our analysis of Dennis' stock-based compensation as discovery continues. Please note that such update will also include the allocation of any time-vesting based awards between community and separate property. This allocation will be presented on a future marital asset schedule.

5. Based upon Dennis' deposition testimony regarding his relationship with Nadya, we have been asked to review account activity that dates back to at least January 2004. However, as of the date of this report, we have not yet received account statements prior to March 2008. Nevertheless, we reserve the right to update our analysis upon receipt of additional information.



Joseph L. Leauanae
CPA, CITP, CFF, CFE, ABV, ASA

Joseph L. Leauanae provides litigation support and financial valuation services. His engagements in these areas involve the application of forensic or investigative accounting techniques, the valuation of businesses and intangible assets, and the quantification of economic damages.

The following is a summary of Mr. Leauanae's forensic accounting, business valuation, and economic damage calculation experience.

Forensic/Investigative Accounting

Mr. Leauanae's forensic accounting experience includes the investigation and/or reconstruction of accounting records in cases relating to marital dissolution, embezzlement, fraud detection and documentation, theft, intellectual property, contract disputes, shareholder disputes, wrongful termination/death, personal injury, and business interruption. Sample experience includes the following:

- Performing investigative accounting relative to the valuation and tracing of marital/community assets in divorce cases.
- Performing investigative accounting in commercial litigation matters.
- Reconstructing accounting records as a result of theft, floods, fire, and other natural disasters.
- Performing investigative accounting analyses relative to criminal fraud trials and claims.

Financial Valuation

Mr. Leauanae's financial valuation experience includes valuing businesses and intellectual property in a number of diverse industries and in both cooperative and contentious appraisal environments. Sample experience includes the following:

- Performing valuations for matters involving marital dissolution, including assessing separate vs. community property allocations.
- Consulting on synergy considerations in business combination transactions.
- Performing valuations for shareholder disputes and buy-outs.
- Performing valuations to assist with gift and estate tax planning.

Economic Damage Calculation

Mr. Leauanae's economic damage calculation experience includes the analysis and preparation of economic damage calculations for matters involving contract disputes, business interruption, and intellectual property infringement. He has also analyzed and quantified economic losses in personal injury, wrongful death, and wrongful termination matters. Sample experience includes the following:

- Analyzing plaintiff/defendant claims for lost profits, and the diminution of business value, in commercial litigation matters.
- Computing economic damages relative to intellectual property infringement.

Educational Qualifications

Mr. Leauanae earned a Bachelor of Science degree in Accounting and a Master of Business Administration degree, with an emphasis in Management of Technology, from the University of Utah.

Professional Certifications

- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Nevada Society of Certified Public Accountants (NSCPA)
- Member of the Utah Association of Certified Public Accountants (UACPA)
- Certified Information Technology Professional by the AICPA
- Certified in Financial Forensics by the AICPA
- Certified Fraud Examiner by the Association of Certified Fraud Examiners
- Accredited in Business Valuation by the AICPA
- Accredited Senior Appraiser by the American Society of Appraisers

Professional Affiliations/Activities

- Chair, UACPA Business Valuation Committee, 2003 – 2004
- Chair, UACPA Business Valuation – Litigation Services Committee, 2005 - 2006
- Member, NSCPA Business Valuation Committee, 2004 – 2005, 2008
- Member, NSCPA Litigation Consulting Services Committee, 2007
- Member, AICPA Business Valuation and Forensic & Litigation Services' Editorial Advisory Board, 2004 – 2007
- Member, AICPA ABV Credential Committee, 2008 – 2010
- Member, ACFE Las Vegas Chapter Board, 2009 – 2011
- Mentor, AICPA ABV Mentor program, 2008 – 2011
- Member, AICPA ABV Champions Task Force, 2010 – 2012
- Director, NSCPA Las Vegas Chapter Board, 2013 –

Publications

- "The Science and Art of Business Valuation", THE JOURNAL ENTRY (November 2001)
- "Enron Demonstrates Weaknesses in the Attestation Process", THE CPA JOURNAL (September 2002)
- "Truth or Dare: Assessing the Reliability of Financial Statements in a Post-Enron World", UTAH BAR JOURNAL (October 2002)
- "Expert Witness Qualifications and Selection", JOURNAL OF FINANCIAL CRIME (December 2004)
- "A Unified Approach to Calculating Economic Damages", TEXAS PARALEGAL JOURNAL (Summer 2005)
- "Rebutting Your Client: How Much Involvement is Too Much? (From An Expert's Point of View)", TEXAS PARALEGAL JOURNAL (Fall 2005)
- "Valuation Discounts for Holding Companies", THE JOURNAL ENTRY (October 2005)
- "Personal Injury: How Much for How Long?", THE JOURNAL ENTRY (November 2005)
- "Developing a Business Valuation Practice", AICPA FVS CONSULTING DIGEST (March 2011)
- "Forensic Accounting: Those 'Other' Accountants", THE SILVER STATE CPA (July 2012).

Select Speaking Engagements

- "Valuation of Intangible Assets", Utah State Bar, 2002 Mid-Year Convention (March 2002)
- "Applying Forensic Accounting Skills in the Business Valuation Process", Utah Association of Certified Public Accountants, Business Valuation Symposium (September 2002)
- "Introduction to Forensic Accounting and Business Valuation", Beta Alpha Psi, University of Utah Chapter (November 2002)
- "Trademark Dilution and Damages", The Bar Association of San Francisco, Barristers Club (June 2003)
- "What Tax Practitioners Need To Know About Business Valuation", Utah Association of Certified Public Accountants, 31st Annual Tax Symposium (November 2005)
- "Forensic Accounting Cases", Association of Certified Fraud Examiners, Salt Lake Chapter (April 2007)
- "When Auditing Isn't Enough: A Forensic Accountant's Perspective", Northern Utah Association of Government Auditors, Professional Development Conference (May 2007)
- "Forensic Accounting – A Primer for Management Accountants", Institute of Management Accountants, Salt Lake Chapter (September 2007)
- "Business Valuation", Idaho Society of CPAs, Idaho State Tax Update (November 2007)
- "Payroll Fraud and A/P Fraud", Northern Utah Association of Government Auditors, Professional Development Conference (May 2008)
- "An Introduction to Forensic Accounting", Beta Alpha Psi / CFE, UNLV Chapter (November 2008)
- "How To Use Forensic Accountants in a Divorce Case", Advanced Family Law Strategies Seminar, Las Vegas (December 2008)
- "Overview of Forensic Accounting: Financial Investigations to Business Valuations", Clark County Bar Association CLE Seminar, Las Vegas (June 2009)
- "Litigating Business Valuations in Divorce Cases", Advanced Family Law Financial Strategies Seminar, Las Vegas (December 2009)
- "The Role of Forensic Accounting in Turnarounds: How to Find and Follow the Money", Turnaround Management Association of Nevada, Las Vegas (May 2010)
- "Forensic Accounting: A Continuous Study of Ethical Quandaries", Institute of Internal Auditors, Las Vegas Chapter (November 2011)
- "CPA 2.0: Specialization for Career Enhancement", AICPA Practitioners Symposium TECH+ Conference (June 2012)
- "Business Valuation – A Primer for Management Accountants", Institute of Management Accountants, Las Vegas Chapter (August 2013)

Summary of Expert Witness Testimony

The following list only identifies cases in which Mr. Leauanae has provided expert witness testimony in a deposition or court setting. It does not include cases wherein he was designated an expert witness or issued an expert report if he did not ultimately provide testimony in deposition or court.

<u>Ref</u>	<u>Case Name</u>	<u>Retention</u>	<u>Jurisdiction</u>
1	<i>Perez v. Perez</i>	<i>Radford J. Smith, Chtd.</i> Counsel for Husband	Eighth Judicial District Court, Clark County
2	<i>Swanson v. Swanson</i>	<i>Radford J. Smith, Chtd.</i> Counsel for Wife	Eighth Judicial District Court, Clark County
3	<i>Mello, et al. v. Jess Arndell Construction Co., et al.</i>	<i>Koeller, Nebeker, Carlson & Haluck LLP</i> Counsel for Jess Arndell Construction Co.	Second Judicial District Court, Washoe County
4	<i>CRND v. SeeLevel</i>	<i>Wood Crapo, LLC</i> Counsel for CRND	Fourth Judicial District Court, Utah County
5	<i>Bianchi v. Bank of America</i>	<i>Halland & Hart LLP</i> Counsel for Bank of America	Eighth Judicial District Court, Clark County
6	<i>Rasmuson v. Rasmuson</i>	<i>Radford J. Smith, Chtd.</i> Counsel for Wife	Eighth Judicial District Court, Clark County
7	<i>Madonia v. Madonia</i>	<i>Bruce I. Shapiro, Ltd.</i> Counsel for Husband	Eighth Judicial District Court, Clark County
8	<i>Two Rivers Manufacturing, LLC, et al. v. Ecko Products, Inc., et al.</i>	<i>Lewis and Roca LLP</i> Counsel for Two Rivers Manufacturing, LLC	Eighth Judicial District Court, Clark County
9	<i>Bacan v. Soiberg</i>	<i>Throne & Hauser Kelleher & Kelleher</i> Joint Retention	Eighth Judicial District Court, Clark County
10	<i>Ferguson v. Ferguson</i>	<i>Rhonda L. Mushkin Chartered Law Offices of James S. Kent, Ltd.</i> Joint Retention	Eighth Judicial District Court, Clark County
11	<i>Alvin J. Watson, et al. v. Eoton Electrical Inc., et al.</i>	<i>Lewis and Roca LLP</i> Counsel for Alvin J. Watson	U.S. District Court

<u>Ref</u>	<u>Case Name</u>	<u>Retention</u>	<u>Jurisdiction</u>
12	<i>Gastoger v. Gastager</i>	<i>The Law Office of Michael R. Balabon</i> <i>The Law Office of M. Lani Esteban-Trinidad, P.C.</i> Joint Retention	Eighth Judicial District Court, Clark County
13	<i>Jones v. Jones</i>	<i>Kelleher & Kelleher</i> Counsel for Husband	Eighth Judicial District Court, Clark County
14	<i>Meyer v. Meyer</i>	<i>Kunin & Carman</i> Counsel for Wife	Eighth Judicial District Court, Clark County
15	<i>Nelson v. Nelson</i>	<i>The Dickerson Law Group</i> Counsel for Wife	Eighth Judicial District Court, Clark County
16	<i>Lindsey v. Lindsey</i>	<i>Pecos Law Group</i> Counsel for Wife	Eighth Judicial District Court, Clark County
17	<i>Petculescu v. Petculescu</i>	<i>Lee, Hernandez, Brooks, Garofalo & Bloke</i> <i>Dempsey, Roberts & Smith, Ltd.</i> Joint Retention	Eighth Judicial District Court, Clark County
18	<i>Murphy v. Murphy</i>	<i>Rebecca L. Burton, P.C.</i> Counsel for Wife	Eighth Judicial District Court, Clark County
19	<i>Ophthalmic Associates, LLP, et al. v. Triple Net Properties, LLC, et al.</i>	<i>Santoro, Driggs, Walch, Kearney, Holley & Thompson</i> Counsel for Triple Net Properties, LLC	Eighth Judicial District Court, Clark County
20	<i>Lori A. Seright Pompei v. Premier Properties of Mesquite, Inc., et al. (2011)</i>	<i>Bingham & Snow, LLP</i> Counsel for Lori A. Seright Pompei	Eighth Judicial District Court, Clark County
21	<i>Ferrando v. Ferrando</i>	<i>Kelleher & Kelleher</i> Counsel for Wife	Eighth Judicial District Court, Clark County
22	<i>Que v. Que</i>	<i>The Abrams Law Firm</i> Counsel for Wife	Eighth Judicial District Court, Clark County
23	<i>Ketchum v. Ketchum</i>	<i>The Abrams Law Firm</i> Counsel for Wife	Eighth Judicial District Court, Clark County
24	<i>David B. Gam, et al. v. Brandon Gerson, et al.</i>	<i>The Harris Firm PC</i> Counsel for Brandon Gerson	Eighth Judicial District Court, Clark County

Ref	Case Name	Retention	Jurisdiction
25	<i>Terry Lamuraglia v. Clark County</i>	<i>Law Office of Daniel Marks</i> Counsel for Terry Lamuraglia	Eighth Judicial District Court, Clark County
26	<i>Tiedemann v. Tiedemann</i>	<i>The Abrams Law Firm</i> <i>Naimi & Dilbeck, Chtd.</i> Joint Retention	Eighth Judicial District Court, Clark County
27	<i>Acosta v. D'Acosta</i>	<i>Willick Law Group</i> Counsel for Wife	Eighth Judicial District Court, Clark County
28	<i>In the Matter of the Estate of Martin J. Blanchard</i>	<i>Trent, Tyrell & Associates</i> <i>James M. Davis Law Office</i> Joint Retention	Eighth Judicial District Court, Clark County
29	<i>Castillo v. Castillo</i>	<i>The Abrams Law Firm</i> <i>R. Nathan Gibbs LTD</i> Joint Retention	Eighth Judicial District Court, Clark County
30	<i>Shwentarsky v. Shwentarsky</i>	<i>The Fine Law Group</i> Counsel for Wife	Eighth Judicial District Court, Clark County
31	<i>Faught v. Fought</i>	<i>The Abrams Law Firm</i> Counsel for Wife	Eighth Judicial District Court, Clark County
32	<i>Lori A. Seright Pompei v. Premier Properties of Mesquite, Inc., et al. (2012)</i>	<i>Bingham & Snow, LLP</i> Counsel for Lori A. Seright Pompei	Eighth Judicial District Court, Clark County
33	<i>Tuscano, LLC v. Colorado Belle Gaming, LLC</i>	<i>Aldrich Law Firm, Ltd.</i> Counsel for Tuscano, LLC	Eighth Judicial District Court, Clark County
34	<i>Templeton v. Templeton</i>	<i>Law Office of Daniel Marks</i> Counsel for Wife	Eighth Judicial District Court, Clark County
35	<i>Kaula v. Keam</i>	<i>Kelleher & Kelleher</i> Counsel for Wife	Eighth Judicial District Court, Clark County
36	<i>Eason v. Eason</i>	<i>Kelleher & Kelleher</i> Counsel for Wife	Eighth Judicial District Court, Clark County
37	<i>Michael Carlson v. Charles E. Cleveland II</i>	<i>Court Appointment</i>	Eighth Judicial District Court, Clark County
38	<i>Virgin Valley Water District v. Michael E. Johnson, et al.</i>	<i>Bingham Snow & Caldwell, LLC</i> Counsel for Virgin Valley Water District	Eighth Judicial District Court, Clark County

<u>Ref</u>	<u>Case Name</u>	<u>Retention</u>	<u>Jurisdiction</u>
39	<i>The Guardianship of Anthony D. Critelli v. Gemma Ganci, et al.</i>	<i>The Harris Firm, PC Rob Graham & Associates Counsel for The Guardianship of Anthony D. Critelli</i>	Eighth Judicial District Court, Clark County
40	<i>Schulte v. Schulte</i>	<i>Court Appointment</i>	Eighth Judicial District Court, Clark County
41	<i>Martella v. Martella</i>	<i>Kelleher & Kelleher Counsel for Wife</i>	Eighth Judicial District Court, Clark County
42	<i>In the Matter of the Testamentary Trust of George A. Steiner</i>	<i>Russell Steiner c/o Solomon Dwiggin & Freer, Ltd.</i>	Eighth Judicial District Court, Clark County
43	<i>Advantage Services, LLC v. Resort Stays Marketing, LLC, et al.</i>	<i>Cotton, Driggs, Walch, Holley, Woloson & Thompson Counsel for Advantage Services, LLC</i>	Eighth Judicial District Court, Clark County
44	<i>Screws v. Screws</i>	<i>Kelleher & Kelleher Counsel for Husband</i>	Eighth Judicial District Court, Clark County
45	<i>Alabaster Holdings, LLC, et al. v. Eagle Mortgage Company, Inc., et al.</i>	<i>Alabaster Holdings, LLC c/o Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP</i>	Eighth Judicial District Court, Clark County
46	<i>Ambulance Management Group, LLC v. Dr. Richard Henderson</i>	<i>The Reid Firm Counsel for Ambulance Management Group, LLC</i>	Eighth Judicial District Court, Clark County
47	<i>Rebel Communications, LLC v. Virgin Valley Water District, et al.</i>	<i>Pitegoff Law Office Counsel for Virgin Valley Water District</i>	U.S. District Court
48	<i>Brightwell v. Helfrich</i>	<i>The Dickerson Law Group James M. Davis Law Office Joint Retention</i>	Eighth Judicial District Court, Clark County
49	<i>D.W. "Doc" Wiener v. Klipper Chemtrol Corporation</i>	<i>Lovato Law Firm, P.C. Counsel for D.W. "Doc" Wiener/Trustee</i>	Eighth Judicial District Court, Clark County

<u>Ref</u>	<u>Case Name</u>	<u>Retention</u>	<u>Jurisdiction</u>
50	<i>Hickman v. Hickman</i>	<i>Kainen Law Group, PLLC Counsel for Husband</i>	Eighth Judicial District Court, Clark County
51	<i>Larsen v. Larsen</i>	<i>Kainen Law Group, PLLC Counsel for Husband</i>	Eighth Judicial District Court, Clark County
52	<i>In the Matter of the Estate of Edward DeWayne Mulick</i>	<i>Edwards & Chambers, LLP Counsel for Carrie Kovach, Stephanie Mulick, and Edward Mulick</i>	Eighth Judicial District Court, Clark County
53	<i>Beasley v. Beasley</i>	<i>Kelleher & Kelleher Counsel for Wife</i>	Eighth Judicial District Court, Clark County
54	<i>Chew v. Hazell</i>	<i>Kelleher & Kelleher Counsel for Wife</i>	Eighth Judicial District Court, Clark County
55	<i>Ellerbe v. Ellerbe</i>	<i>Kainen Law Group, PLLC Counsel for Husband</i>	Eighth Judicial District Court, Clark County
56	<i>Grasso v. Grasso</i>	<i>Court Appointment</i>	Eighth Judicial District Court, Clark County



Jennifer A. Allen
CPA, CFE

Jennifer A. Allen provides litigation support and financial valuation services. Her engagements in these areas involve the application of forensic or investigative accounting techniques, the valuation of businesses, and the quantification of economic damages.

The following is a summary of Ms. Allen's forensic accounting, business valuation, and economic damage calculation experience.

Forensic/Investigative Accounting

Ms. Allen's forensic accounting experience includes the investigation and/or reconstruction of accounting records in cases relating to the valuation and tracing of marital assets for marital dissolution purposes, embezzlement, fraud detection and documentation, theft, contract disputes, shareholder disputes, wrongful termination, and business interruption.

Business Valuation

Ms. Allen has assisted in valuing businesses in cases related to contract disputes, shareholder disputes, gift and estate tax purposes, closely held companies for marital dissolutions purposes, fraud cases to help establish intent to defraud or in defending against allegations of intent to defraud and other litigation and non-litigation situations. Ms. Allen is experienced with conducting appraisals in both cooperative and contentious appraisal environments.

Economic Loss Calculation

Ms. Allen's economic damage calculation experience includes the analysis and preparation of damage calculations for cases involving wrongful termination, contract disputes, intellectual property infringement, and business interruption. Ms. Allen has assisted plaintiff and defendant attorneys with analyses of numerous commercial litigation claims, including the determination of lost profits and diminution in business value.

Sample Industry Experience

Debt Collection	Hospitality / Hotel	Property Management
Distribution	Intellectual Property	Real Estate
Electronics	Machinery	Restaurants
Engineering	Medical / Dental	Retail Services
Entertainment	Non-Profits	Transportation
Government	Professional Practices	Wholesale Service

Educational Qualifications

Ms. Allen earned a Bachelor of Science degree in Business Administration, with an emphasis in Accounting, and a Master of Science degree in Accounting, both from the University of Nevada, Las Vegas.

Professional Certifications

- Licensed as a Certified Public Accountant with the Nevada State Board of Accountancy
- Licensed as a Certified Fraud Examiner by the Association of Certified Fraud Examiners
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Nevada Society of Certified Public Accountants (NSCPA)

Select Speaking Engagements

- "Forensic Accounting: A Continuous Study of Ethical Quandaries", Institute of Internal Auditors Las Vegas Chapter, Las Vegas, Nevada (November 2011)
- "Forensic Accounting: Those 'Other' Accountants", UNLV Fraud Examination Course (May 2013)
- "Business Valuation – A Primer for Management Accountants", Institute of Management Accountants, Las Vegas Chapter (August 2013)
- "Elements of a (non)Routine Forensic Accounting Engagement", UNLV Fraud Examination Course (March 2014)
- "A Day in the Life of a Forensic Accountant: Overview and Case Studies", UNLV Fraud Examination Course (October 2014 and March 2015)

Publications

- "Forensic Accounting: Those 'Other' Accountants", THE SILVER STATE CPA (July 2012)

Summary of Expert Witness Testimony

The following list only identifies cases in which Ms. Allen has provided expert witness testimony in a deposition or court setting. It does not include cases wherein she was designated an expert witness or issued an expert report if she did not ultimately provide testimony in deposition or court.

<u>Ref</u>	<u>Case Name</u>	<u>Retention</u>	<u>Jurisdiction</u>
1	<i>Fernandez v. Fernandez</i>	<i>Kelleher & Kelleher</i> Counsel for Wife	Eighth Judicial District Court, Clark County
2	<i>Bastien v. Pava</i>	<i>Right Lawyers</i> Counsel for Husband	Eighth Judicial District Court, Clark County

EXHIBIT 1

ACCOUNT STATEMENT MATRIX
Please refer to Anthem's December 28, 2015 report.

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ACCOUNT STATEMENT MAIN
Please refer to SAHARJ's December 28, 2015 report.

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00473

Rogers, K. Capital
Los Angeles, Nevada

ACCOUNT STATEMENT MATRIX
Please refer to Anthony's December 18, 2017 report.

B06171

Ref	Account Name	Institution	Account Type	Account Number	2017											
					Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	Bank of America	Prepaid Am. Express Card	00190711 8123												
2	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	Marriott Lynch	AMPTB3 - Business	9951 090757												
3	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	Bank of America	Prepaid Am. Express Card	00190711 8123												
4	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	Marriott Lynch	Money Market Savings	9951 090757												
5	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
6	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
7	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
8	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
9	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
10	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
11	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
12	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
13	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
14	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
15	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
16	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
17	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
18	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
19	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
20	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
21	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
22	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
23	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
24	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
25	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
26	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
27	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
28	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
29	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
30	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
31	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
32	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
33	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
34	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
35	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
36	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
37	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
38	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
39	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
40	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
41	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
42	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
43	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
44	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
45	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
46	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
47	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
48	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
49	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
50	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
51	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
52	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												
53	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Checking	9951 090757												
54	GrubHub Corp. Reg'd P.O. Eugene / Calif P.O.	U.S. Bank	U.S. Bank Savings	9951 090757												

ACCOUNT STATEMENT MATRIX
Please refer to Anthem's December 15, 2015 report.

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ACCOUNT STATEMENT MATRIX
Please refer to Appendix 2 December 15, 2013 report

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ACCOUNT STATEMENT MATRIX
Please refer to Anthem's December 15, 2011 report.

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00477

Rogov v. Rogov
180 Vegas, Nevada

ACCOUNT STATEMENT VIA EMAIL
Please refer to Anthony's December 31, 2015 report

00478.1

Ref	Account Holder	Institution	Account Type	Account Number	2015											
					Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1	Gabriela Chiff-Rogov PDD Eugene J Chiff PDD Eugene J Chiff	Bank of America	Premiere App Trust Interest Chg	00418733 0330	M	M	M	M	M	M	M	M	M	M	M	M
2	Gabriela Chiff-Rogov PDD Eugene J Chiff PDD Eugene J Chiff	MetLife Lynch	METLIFE - Brokerage	W91-000127												
3	Dennis Lee Rogov TTEE Gabriela Chiff-Rogov TTEE	Bank of America	Premiere App Trust Interest Chg	00418733 0446	M	M	M	M	M	M	M	M	M	M	M	M
4	Dennis Lee Rogov TTEE Gabriela Chiff-Rogov TTEE	MetLife Lynch	Money Manager Brokerage	W91-000560												
5	Dennis Rogov C/O Dennis, Inc.	US Bank Financial Services Inc.	Flag M Coll Act 750 USA Bank USA	PH 12749 014												
6	Dennis Rogov C/O Dennis, Inc.	US Bank Financial Services Inc.	Investment Account	FU 13134 014												
7	Dennis Rogov	US Bank USA	Transfer Variable Credit Line	427 004												
8	Dennis Rogov	US Bank USA	Stock Option	499 004												
9	Dennis Rogov C/O Dennis, Inc.	US Bank USA	Investment Account	465 004												
10	Dennis Lee Rogov C/O Dennis, Inc.	US Bank USA	Investment Account	466 004												
11	Jeffrey M. Weiss, TTEE For the Dennis Trust STP 08/12/2013	US Bank USA	Investment Account	475 004												
12	Gabriela Chiff-Rogov	US Bank USA	Investment Account	FR 00019 014												
13	Dennis L. Rogov	Wells Fargo	High Yield Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
14	Dennis L. Rogov	Wells Fargo	High Yield Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
15	Dennis L. Rogov	Wells Fargo	Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
16	Dennis L. Rogov	Wells Fargo	Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
17	Dennis L. Rogov	Wells Fargo	Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
18	Dennis L. Rogov	Wells Fargo	Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
19	Dennis L. Rogov	Wells Fargo	Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
20	Dennis L. Rogov	Wells Fargo	Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
21	Dennis L. Rogov	Wells Fargo	Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
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67	Dennis L. Rogov	Wells Fargo	Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
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82	Dennis L. Rogov	Wells Fargo	Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
83	Dennis L. Rogov	Wells Fargo	Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
84	Dennis L. Rogov	Wells Fargo	Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
85	Dennis L. Rogov	Wells Fargo	Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
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90	Dennis L. Rogov	Wells Fargo	Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
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95	Dennis L. Rogov	Wells Fargo	Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
96	Dennis L. Rogov	Wells Fargo	Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
97	Dennis L. Rogov	Wells Fargo	Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
98	Dennis L. Rogov	Wells Fargo	Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
99	Dennis L. Rogov	Wells Fargo	Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M
100	Dennis L. Rogov	Wells Fargo	Checking	41287	M	M	M	M	M	M	M	M	M	M	M	M

ACCOUNT STATEMENT MATRIX
Please refer to Anthem's December 19, 2018 report.

Ref	Account Holder	Institution	Account Type	Account Number
1	Barbelle Clark-Espino PGO Eugene J Clark PGO Cassanova L Clark	Bank of America	Freedom Adv Thred Interest Chg	000196151 8129
2	Barbelle Clark-Espino PGO Eugene J Clark PGO Cassanova L Clark	Merrill Lynch	M&P&S - Brokerage	10414060127
3	Doreen Lee Espino TTEE Barbelle Clark-Espino TTEE	Bank of America	Freedom Adv Thred Interest Chg	00049728 8446
4	Doreen Lee Espino TTEE Barbelle Clark-Espino TTEE	Merrill Lynch	Money Manager Brokerage	W014089530
5	Doreen Espino C/O Devco, Inc.	USF Personal Services Inc.	Play It Cool Acc-BDO USA Bank USA	TH 32743 084
6	Doreen Espino C/O Devco, Inc.	USF Personal Services Inc.	Investment ACCOUNT	751 33134 034
7	Doreen Espino	USF Bank USA	Private Variable Trust Line	237 034
8	Doreen Espino	USF Personal Services Inc.	Stock Account	000000000
9	Doreen Espino C/O Devco, Inc.	USF Personal Services Inc.	Investment Account	045 084
10	Doreen Espino C/O Devco, Inc.	USF Personal Services Inc.	Hedover RA	040 084
11	Jeffrey M Moin, TTEE For Jma Pacific Trust LTD 04/22/2013	USF Personal Services Inc.	Investment Account	075 014
12	Doreen Clark Espino	USF Personal Services Inc.	Business Management Account	FN 30138 034
13	Doreen Clark Espino	Wells Fargo	Auto Payment Checking Account	000000000
14	Doreen Clark Espino	Wells Fargo	High Yield Savings	000000000
15	Doreen Clark Espino	Wells Fargo	Cont-Max Advantage Checking	000000000
16	Doreen Clark Espino	Wells Fargo	Money Mail	001130000
17	Doreen Clark Espino	Chase	Chase Premier Plus Checking	000000000
18	Doreen L. Espino	American Express	Centurion Card	00 000000 000001
19	Doreen L. Espino	American Express	The Optima Card	0 7720000
20	Doreen L. Espino	American Express	Platinum Card	0000000000000000
21	Doreen L. Espino	VISA	Black Card	0000000000000000
22	Doreen L. Espino	VISA	Black Card	0000000000000000
23	Doreen L. Espino	Wells Fargo	VISA	0000000000000000
24	Doreen L. Espino	Wells Fargo	VISA	0000000000000000
25	Doreen Espino	Washington Mutual Card Services/Chase	Credit Card	000000
26	Doreen Espino	Chase	Credit Card	000000
27	Barbelle Clark-Espino	Barclays Bank PLC	Store Credit Card	0479991000084 4718
28	Barbelle Clark-Espino	Chase	Store Credit Card	0000000000000000
29	Barbelle Clark-Espino	Chase	Store Credit Card	0000000000000000
30	Barbelle Clark-Espino	Chase	Store Credit Card	0000000000000000
31	Barbelle Clark-Espino	Chase	Store Credit Card	0000000000000000
32	Barbelle Clark-Espino	Merrill Lynch Wealth Management/Barclays Bank PLC	Credit Card	0000000000000000
33	Barbelle Clark-Espino	Barclays Bank PLC	Store Credit Card	0000000000000000
34	Barbelle Clark-Espino	Barclays Bank PLC	Store Credit Card	0000000000000000
35	Barbelle Clark-Espino	Barclays Bank PLC	Store Credit Card	0000000000000000
36	Barbelle Clark-Espino	Barclays Bank PLC	Store Credit Card	0000000000000000
37	Barbelle Clark-Espino	Barclays Bank PLC	Store Credit Card	0000000000000000
38	Barbelle Clark-Espino	Barclays Bank PLC	Store Credit Card	0000000000000000
39	Barbelle Clark-Espino	Barclays Bank PLC	Store Credit Card	0000000000000000
40	Doreen Lee Espino TTEE Barbelle Clark-Espino TTEE	Merrill Lynch	Investment Account	705-30586
41	Doreen Lee Espino TTEE Barbelle Clark-Espino TTEE	Merrill Lynch	Investment Account	705-30586
42	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
43	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
44	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
45	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
46	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
47	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
48	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
49	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
50	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
51	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
52	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
53	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
54	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
55	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
56	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
57	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
58	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
59	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
60	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
61	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
62	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
63	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
64	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
65	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
66	Doreen L. Espino	Bank of America	Bank of America	0000000000000000
67	Doreen L. Espino	Bank of America		

[illegible]

ACCOUNT STATEMENT MATRIX
Please refer to Auburn's December 19, 2013 report.

[illegible]

ACCOUNT STATEMENT MATRIX
Please refer to Anthem's December 18, 2013 report

2013/12/15

00482

ACCOUNT STATEMENT MATRIX

Please refer to Archon's December 15, 2015 report.

Ref	Account Holder	Institution	Account Type	Account Number
	Symbol	Legend	Description	
S		Periodic statement.		
PC		Canceled checks for the respective periodic statement.		
U		Not applicable.		
Q		Archon has one or more pages from this statement, but not the periodic statement.		
W		Archon has the periodic statement (if in an "S" column) or canceled checks (if in a "PC" column).		
W1		Archon has a statement (if in an "S" column) or canceled checks (if in a "PC" column) containing more than one month of information.		
Q		Archon Forwarder has the quarterly statement (if in an "S" column) or canceled checks (if in a "PC" column).		
T		Archon Forwarder has a transaction summary printed (if in an "S" column) or canceled checks (if in a "PC" column), but did not receive actual periodic statements.		
V		Archon Forwarder has the yearly statement (if in an "S" column) or canceled checks (if in a "PC" column).		
Blank		This document needs to be resubmitted. Archon Forwarder did not bring this document.		
		Account appears to be closed during this time period.		
		Did not receive statement, but based upon telephone responses, no account activity during this time period.		
		Archon is updating the periodic statement (if in an "S" column) or canceled checks (if in a "PC" column).		
		Account is closed during this time period.		
		The statement does not have a typical monthly date.		
		Account documentation required since our September 17, 2015 report.		

EXHIBIT 2

EXHIBIT 2Page 1 of 80

Figure 4-10-05

Figure 13 and 14

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June 25/19

[illegible]

Id	Date	At Company	Survey Time	Count Number	Location	Notes	Altitude	Latitude	Longitude
2040	07/20/14	Unrecorded							
2041	07/20/14	Unrecorded							
2042	07/20/14	Unrecorded							
2043	07/20/14	Unrecorded							
2044	07/20/14	Unrecorded							
2045	07/20/14	Unrecorded							
2046	07/20/14	Unrecorded							
2047	07/20/14	Unrecorded							
2048	07/20/14	Unrecorded							
2049	07/20/14	Unrecorded							
2050	07/20/14	Unrecorded							
2051	07/20/14	Unrecorded							
2052	07/20/14	Unrecorded							
2053	07/20/14	Unrecorded							
2054	07/20/14	Unrecorded							
2055	07/20/14	Unrecorded							
2056	07/20/14	Unrecorded							
2057	07/20/14	Unrecorded							
2058	07/20/14	Unrecorded							
2059	07/20/14	Unrecorded							
2060	07/20/14	Unrecorded							
2061	07/20/14	Unrecorded							
2062	07/20/14	Unrecorded							
2063	07/20/14	Unrecorded							
2064	07/20/14	Unrecorded							
2065	07/20/14	Unrecorded							
2066	07/20/14	Unrecorded							
2067	07/20/14	Unrecorded							
2068	07/20/14	Unrecorded							
2069	07/20/14	Unrecorded							
2070	07/20/14	Unrecorded							
2071	07/20/14	Unrecorded							
2072	07/20/14	Unrecorded							
2073	07/20/14	Unrecorded							
2074	07/20/14	Unrecorded							
2075	07/20/14	Unrecorded							
2076	07/20/14	Unrecorded							
2077	07/20/14	Unrecorded							
2078	07/20/14	Unrecorded							
2079	07/20/14	Unrecorded							
2080	07/20/14	Unrecorded							
2081	07/20/14	Unrecorded							
2082	07/20/14	Unrecorded							
2083	07/20/14	Unrecorded							
2084	07/20/14	Unrecorded							
2085	07/20/14	Unrecorded							
2086	07/20/14	Unrecorded							
2087	07/20/14	Unrecorded							
2088	07/20/14	Unrecorded							
2089	07/20/14	Unrecorded							
2090	07/20/14	Unrecorded							
2091	07/20/14	Unrecorded							
2092	07/20/14	Unrecorded							
2093	07/20/14	Unrecorded							
2094	07/20/14	Unrecorded							
2095	07/20/14	Unrecorded							
2096	07/20/14	Unrecorded							
2097	07/20/14	Unrecorded							
2098	07/20/14	Unrecorded							
2099	07/20/14	Unrecorded							
2100	07/20/14	Unrecorded							

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Report: Export
 All Major, any

ANALYSIS OF UNRECORDED CITIES/ITEMS SORTED BY DATE
 Please refer to the Summary September 30, 2025 report

SHEET 2

Ref	Date	Unrecorded Amount	AI Category	Source / Use	Check Number	Description	Location	Status	Balance		Outstanding	
									Actual	Amount	Actual	Amount
3187	11/11/14	274.12	Shopping (CA)	Midwest Home Supply Inc		Colton, CA					WF 41052	274.12
3188	11/11/14	86.34	Shopping (CA)	Wells Collection		Colton, CA			WF 41052	86.34		
3189	11/11/14	164.31	Shopping (CA)	Wells Collection		Colton, CA					WF 41052	164.31
3190	11/11/14	145.80	Shopping (CA)	Wells Collection		CA					WF 41052	145.80
3191	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3192	11/11/14	144.00	Children's Interest	Day Camp		Van Nuys, CA					WF 41052	144.00
3193	11/11/14	154.13	Gift (CA)	Cherish		Van Nuys, CA					WF 41052	154.13
3194	11/11/14	164.78	Shirts (CA)	Summer All Day		CA					WF 41052	164.78
3195	11/11/14	145.80	Shopping (CA)	Wells Collection		CA					WF 41052	145.80
3196	11/11/14	1,400.00	Shopping (CA)	12 Hwy, LLC		Federal Reserve to 12 Hwy Design LLC on Bank					WF 41052	1,400.00
3197	11/11/14	2.00	Shopping (CA)	Wells Collection		Wells Collection					WF 41052	2.00
3198	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA			WF 41052	45.00		
3199	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3200	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3201	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3202	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3203	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3204	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3205	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3206	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3207	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3208	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3209	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3210	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3211	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3212	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3213	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3214	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3215	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3216	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3217	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3218	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3219	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3220	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3221	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3222	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3223	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3224	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3225	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3226	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3227	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3228	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3229	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3230	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3231	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3232	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3233	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3234	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3235	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3236	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3237	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3238	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3239	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3240	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3241	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3242	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3243	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3244	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3245	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3246	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3247	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3248	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3249	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3250	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3251	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3252	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3253	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3254	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3255	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3256	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3257	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3258	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3259	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3260	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3261	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3262	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3263	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3264	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3265	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3266	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3267	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3268	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3269	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3270	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3271	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84
3272	11/11/14	1,300.84	Personal Care (CA)	ONE Way Care		CA					WF 41052	1,300.84

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Please refer to [Appendix 2](#), December 25, 2025 report.Page 32 of 40

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[illegible]

EXHIBIT 3

Kapod v. Kapod
Las Vegas, Nevada

WITHDRAWALS (SORTED BY DATE)

EXHIBIT 3

Please refer to Anthony's December 15, 2015 report.

Ref	Date	Unreconciled Amounts	Description				Outflows	
			Source / Use	Check Number	Location	Notes	Account	Amount
1	02/18/08	(400.00)	Cash Advance Transaction		Santa Monica, CA		AMEX 5-723003	(400.00)
2	02/23/08	(400.00)	Cash Advance Transaction		Santa Monica, CA		AMEX 5-723003	(400.00)
3	02/28/08	(300.00)	Cash Advance Transaction		Santa Monica, CA		AMEX 5-723003	(300.00)
4	02/29/08	(200.00)	BlockAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(200.00)
5	02/29/08	(402.00)	CT Vcom Withdrawal		Los Angeles, CA		BoFA #6446	(402.00)
6	03/03/08	(202.00)	WFB Withdrawal		Los Angeles, CA		BoFA #6446	(202.00)
7	03/04/08	(202.00)	Cardtronics CC Withdrawal		Los Angeles, CA		BoFA #6446	(202.00)
8	03/05/08	(502.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(502.00)
9	03/10/08	(502.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(502.00)
10	03/10/08	(403.75)	Global Cash Withdrawal		Las Vegas NV		BoFA #6446	(403.75)
11	03/12/08	(502.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(502.00)
12	03/14/08	(343.75)	Global Cash Withdrawal		Las Vegas NV		BoFA #6446	(343.75)
13	03/17/08	(82.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(82.00)
14	03/17/08	(82.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(82.00)
15	03/19/08	(502.00)	WFB Withdrawal		Los Angeles, CA		BoFA #6446	(502.00)
16	03/20/08	(202.00)	WFB Withdrawal		Las Vegas, NV		BoFA #6446	(202.00)
17	03/21/08	(508.00)	US Bank Withdrawal		Henderson NV		BoFA #6446	(508.00)
18	03/23/08	(202.25)	Cash Advance Transaction		Santa Monica, CA		AMEX 5-723003	(202.25)
19	03/24/08	(201.50)	Best Buy Withdrawal		Boston, MA		BoFA #6446	(201.50)
20	03/24/08	(202.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(202.00)
21	03/26/08	(500.00)	BlockAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(500.00)
22	03/26/08	(501.50)	Cash Advance Transaction		Oakland Airport		AMEX 5-723003	(501.50)
23	03/27/08	(200.00)	BlockAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(200.00)
24	03/28/08	(1,500.89)	NV Tr cash withdrawal from Cha		Henderson, NV		BoFA #6446	(1,500.89)
25	03/31/08	(202.99)	Century City Withdrawal		Santa Monica, CA		BoFA #6446	(202.99)
26	04/02/08	(183.50)	Star NE Withdrawal		Hollywood CA		BoFA #6446	(183.50)
27	04/07/08	(400.00)	BlockAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(400.00)
28	04/08/08	(200.00)	BlockAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(200.00)
29	04/10/08	(403.00)	Bank of the West Withdrawal		San Jose, CA		BoFA #6446	(403.00)
30	04/12/08	(202.50)	Cash Advance Transaction		Las Vegas, NV		AMEX 5-723003	(202.50)
31	04/14/08	(202.00)	ETT Inc Withdrawal		Lake Mead NV		BoFA #6446	(202.00)
32	04/14/08	(502.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(502.00)
33	04/15/08	(402.95)	Cardtronics CC Withdrawal		La Quinta, CA		BoFA #6446	(402.95)
34	04/16/08	(303.00)	Cash Advance Transaction		La Quinta, CA	The Estates at Point Happy Ranch	AMEX 5-723003	(303.00)
35	04/17/08	(500.00)	BlockAmerica ATM Withdrawal		La Quinta, CA		BoFA #6446	(500.00)
36	04/21/08	(284.99)	Cash Advance Transaction		Las Vegas, NV		AMEX 5-723003	(284.99)
37	04/25/08	(400.00)	Cash Advance Transaction		Santa Monica, CA		AMEX 5-723003	(400.00)
38	04/25/08	(402.00)	CT Vcom Withdrawal		Los Angeles, CA		BoFA #6446	(402.00)
39	04/27/08	(502.00)	Cash Advance Transaction		Los Angeles, CA	LAX Terminal	AMEX 5-723003	(502.00)
40	04/28/08	(502.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(502.00)
41	04/29/08	(200.00)	BlockAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(200.00)
42	04/29/08	(80.00)	BlockAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(80.00)
43	05/05/08	(400.00)	Cash Advance Transaction		Santa Monica, CA		AMEX 5-723003	(400.00)
44	05/06/08	(300.00)	BlockAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(300.00)
45	05/06/08	(302.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(302.00)
46	05/08/08	(400.00)	BlockAmerica ATM Withdrawal		Hollywood CA		BoFA #6446	(400.00)
47	05/11/08	(504.99)	Cash Advance Transaction		Las Vegas, NV		AMEX 5-723003	(504.99)
48	05/12/08	(504.99)	GCA MGM LV Withdrawal		Las Vegas, NV		BoFA #6446	(504.99)
49	05/12/08	(380.00)	BlockAmerica ATM Withdrawal		Oakland, CA		BoFA #6446	(380.00)
50	05/13/08	(484.00)	Global Cash Withdrawal		Las Vegas NV		BoFA #6446	(484.00)
51	05/15/08	(284.99)	Cash Advance Transaction		Las Vegas, NV		AMEX 5-723003	(284.99)
52	05/16/08	(704.99)	GCA MGM LV Withdrawal		Las Vegas NV		BoFA #6446	(704.99)
53	05/19/08	(502.00)	Washington Intl Withdrawal		Henderson NV		BoFA #6446	(502.00)
54	05/19/08	(502.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(502.00)
55	05/22/08	(400.00)	Cash Advance Transaction		Santa Monica, CA		AMEX 5-723003	(400.00)
56	05/21/08	(503.00)	US Bank Withdrawal		Colver City, CA		BoFA #6446	(503.00)
57	05/27/08	(202.00)	Urson Inc Withdrawal Circle K		Las Vegas, NV		BoFA #6446	(202.00)
58	05/27/08	(202.00)	Washington Intl Withdrawal		Henderson NV		BoFA #6446	(202.00)
59	05/27/08	(202.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(202.00)
60	05/28/08	(500.00)	BlockAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(500.00)
61	05/29/08	(400.00)	Cash Advance Transaction		Santa Monica, CA		AMEX 5-723003	(400.00)
62	05/30/08	(200.00)	BlockAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(200.00)
63	06/01/08	(483.75)	Global Cash Withdrawal		Las Vegas NV		BoFA #6446	(483.75)
64	06/02/08	(501.50)	WFB Withdrawal		San Francisco, CA		BoFA #6446	(501.50)
65	06/05/08	(500.00)	BlockAmerica ATM Withdrawal		San Francisco, CA		BoFA #6446	(500.00)
66	06/09/08	(302.99)	Century City Withdrawal		Los Angeles, CA		BoFA #6446	(302.99)
67	06/09/08	(28.23)	Century City Withdrawal		Los Angeles, CA		BoFA #6446	(28.23)
68	06/09/08	(202.00)	ETT Inc Withdrawal		Henderson NV		BoFA #6446	(202.00)
69	06/09/08	(202.00)	ETT Inc Withdrawal		Henderson NV		BoFA #6446	(202.00)
70	06/12/08	(202.50)	Cash Advance Transaction				AMEX 5-723003	(202.50)
71	06/12/08	(202.50)	Cash Advance Transaction				AMEX 5-723003	(202.50)
72	06/23/08	(400.00)	Cash Advance Transaction		Santa Monica, CA		AMEX 5-723003	(400.00)
73	06/23/08	(402.00)	CT Vcom Withdrawal		Los Angeles, CA		BoFA #6446	(402.00)
74	06/16/08	(500.00)	BlockAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(500.00)
75	06/18/08	(800.00)	BlockAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(800.00)

Kapod v. Kapod
Las Vegas, Nevada

WITHDRAWALS (SORTED BY DATE)

EXHIBIT 2

Please refer to Anshen's December 15, 2015 report.

Ref	Date	Unreconciled Amounts	Description				Outflows	
			Source / Use	Check Number	Location	Notes	Account	Amount
76	06/19/08	(300.00)	BankAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(300.00)
77	06/20/08	(202.00)	Washington Mut Withdrawal		Henderson NV		BoFA #6446	(202.00)
78	06/23/08	(282.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(282.00)
79	06/24/08	(300.00)	BankAmerica ATM Withdrawal		Culver City, CA		BoFA #6446	(300.00)
80	06/26/08	(200.00)	BankAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(200.00)
81	06/30/08	(302.50)	Cherry Chase Fr Withdrawal		Baltimore, MD		BoFA #6446	(302.50)
82	06/30/08	(802.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(802.00)
83	06/30/08	(282.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(282.00)
84	07/07/08	(502.00)	California CU Withdrawal		Los Angeles, CA		BoFA #6446	(502.00)
85	07/07/08	(202.00)	CT 7-11 Withdrawal		Las Vegas NV		BoFA #6446	(202.00)
86	07/07/08	(182.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(182.00)
87	07/09/08	(208.25)	Hyatt Regency Withdrawal		Los Angeles, CA		BoFA #6446	(208.25)
88	07/10/08	(500.00)	BankAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(500.00)
89	07/13/08	(202.00)	ETI Inc Withdrawal		Henderson, NV		BoFA #6446	(202.00)
90	07/14/08	(200.00)	Washington Mut Withdrawal		Henderson NV		BoFA #6446	(200.00)
91	07/14/08	(502.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(502.00)
92	07/15/08	(208.25)	Marriott Boni Withdrawal		Boca Raton, FL		BoFA #6446	(208.25)
93	07/18/08	(800.00)	BankAmerica ATM Withdrawal		Hollywood CA		BoFA #6446	(800.00)
94	07/21/08	(202.00)	ETI Inc Withdrawal		Henderson, NV		BoFA #6446	(202.00)
95	07/21/08	(202.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(202.00)
96	07/23/08	(102.00)	CT Vroom Withdrawal		Santa Monica, CA		BoFA #6446	(102.00)
97	07/24/08	(502.00)	California CU Withdrawal		Los Angeles, CA		BoFA #6446	(502.00)
98	07/24/08	(208.25)	Hyatt Regency Withdrawal		Los Angeles, CA		BoFA #6446	(208.25)
99	07/26/08	(202.00)	Washington Mut Withdrawal		Los Angeles, CA		BoFA #6446	(202.00)
100	07/29/08	(122.00)	Cash Advance Transaction		Nashville, TN		AMEX 5-723003	(122.00)
101	07/29/08	(402.00)	CT Vroom Withdrawal		Los Angeles, CA		BoFA #6446	(402.00)
102	07/30/08	(202.00)	Shertan M Withdrawal		Nashville TN		BoFA #6446	(202.00)
103	07/31/08	(502.50)	5/3 Bank TN Withdrawal		Nashville TN		BoFA #6446	(502.50)
104	08/01/08	(300.00)	BankAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(300.00)
105	08/02/08	(502.50)	Cash Advance Transaction		Henderson, NV		AMEX 5-723003	(502.50)
106	08/04/08	(500.00)	BankAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(500.00)
107	08/07/08	(800.00)	BankAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(800.00)
108	08/08/08	(302.00)	Washington Mut Withdrawal		Henderson NV		BoFA #6446	(302.00)
109	08/11/08	(482.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(482.00)
110	08/12/08	(208.25)	Hyatt Regency Withdrawal		Los Angeles, CA		BoFA #6446	(208.25)
111	08/13/08	(500.00)	BankAmerica ATM Withdrawal		West Covina, CA		BoFA #6446	(500.00)
112	08/14/08	(500.00)	BankAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(500.00)
113	08/14/08	(502.00)	Cash Advance Transaction		Los Angeles, CA		AMEX 5-723003	(502.00)
114	08/14/08	(6.87)	Hyatt Regency Withdrawal		Los Angeles, CA		BoFA #6446	(6.87)
115	08/18/08	(402.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(402.00)
116	08/20/08	(504.00)	CDS Western Mo Withdrawal		Calazon, CA		BoFA #6446	(504.00)
117	08/21/08	(504.00)	Cash Advance Transaction		Calazon, CA		AMEX 5-723003	(504.00)
118	08/22/08	(200.00)	BankAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(200.00)
119	08/26/08	(282.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(282.00)
120	08/29/08	(402.00)	Cash Advance Transaction		Santa Monica, CA		AMEX 5-723003	(402.00)
121	09/02/08	(202.00)	ETI Inc Withdrawal		Henderson, NV		BoFA #6446	(202.00)
122	09/02/08	(602.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(602.00)
123	09/05/08	(700.00)	BankAmerica ATM Withdrawal		San Francisco, CA		BoFA #6446	(700.00)
124	09/08/08	(962.00)	Clark County Withdrawal		Las Vegas, NV		BoFA #6446	(962.00)
125	09/08/08	(203.00)	WFB Withdrawal		Henderson NV		BoFA #6446	(203.00)
126	09/11/08	(402.00)	CT 7-11 Withdrawal		Los Angeles, CA		BoFA #6446	(402.00)
127	09/12/08	(202.00)	ETI Inc Withdrawal		Las Vegas NV		BoFA #6446	(202.00)
128	09/15/08	(482.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(482.00)
129	09/15/08	(402.50)	HSB Maryland Withdrawal		Las Vegas NV		BoFA #6446	(402.50)
130	09/17/08	(584.99)	Global Cash Withdrawal		Las Vegas NV		BoFA #6446	(584.99)
131	09/18/08	(500.00)	BankAmerica ATM Withdrawal		Las Vegas NV		BoFA #6446	(500.00)
132	09/22/08	(402.50)	NSB Warm Spas Withdrawal		Henderson, NV		BoFA #6446	(402.50)
133	09/23/08	(500.00)	BankAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(500.00)
134	09/23/08	(803.00)	Cash Advance Transaction		Los Angeles, CA		AMEX 5-723003	(803.00)
135	09/24/08	(403.00)	Cash Advance Transaction		Henderson, NV		AMEX 5-723003	(403.00)
136	09/29/08	(382.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(382.00)
137	10/01/08	(800.00)	BankAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(800.00)
138	10/02/08	(301.50)	WFB Withdrawal		San Francisco, CA		BoFA #6446	(301.50)
139	10/06/08	(502.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(502.00)
140	10/08/08	(502.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(502.00)
141	10/09/08	(600.00)	BankAmerica ATM Withdrawal		Laguna Beach, CA		BoFA #6446	(600.00)
142	10/14/08	(820.00)	BankAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(820.00)
143	10/14/08	(602.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(602.00)
144	10/20/08	(302.00)	Electronics CC Withdrawal		Palm Desert, CA		BoFA #6446	(302.00)
145	10/20/08	(682.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(682.00)
146	10/23/08	(408.00)	Guarant Bank Withdrawal		Rancho Mirage CA		BoFA #6446	(408.00)
147	10/27/08	(782.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(782.00)
148	10/28/08	(200.00)	BankAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(200.00)
149	10/29/08	(502.00)	California CU Withdrawal		Los Angeles, CA		BoFA #6446	(502.00)
150	10/29/08	(402.00)	California CU Withdrawal		Los Angeles, CA		BoFA #6446	(402.00)
151	11/03/08	(782.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(782.00)
152	11/04/08	(380.00)	BankAmerica ATM Withdrawal		Los Angeles, CA		BoFA #6446	(380.00)
153	11/06/08	(203.00)	PhKadolph Withdrawal		Philadelphia PA		BoFA #6446	(203.00)
154	11/06/08	(83.00)	PhKadolph Withdrawal		Philadelphia PA		BoFA #6446	(83.00)
155	11/10/08	(584.99)	Global Cash Withdrawal		Las Vegas NV		BoFA #6446	(584.99)
156	11/20/08	(204.00)	Washin Withdrawal		Los Angeles, CA		BoFA #6446	(204.00)
157	11/20/08	(204.80)	Washin Withdrawal		Los Angeles, CA		BoFA #6446	(204.80)
158	11/24/08	(502.00)	California CU Withdrawal		Los Angeles, CA		BoFA #6446	(502.00)
159	11/24/08	(302.00)	California CU Withdrawal		Los Angeles, CA		BoFA #6446	(302.00)
160	11/27/08	(402.00)	Washington Mut Withdrawal		Henderson NV		BoFA #6446	(402.00)

Kagad v. Kagad
Las Vegas, Nevada

WITHDRAWALS (SORTED BY DATE)

EXH BKT 3

Please refer to Anthony's December 15, 2015 report.

Ref	Date	Amount	Description	Location	Notes	Debit	
						Account	Amount
161	11/17/08	(603.00)	WFB Withdrawal	Las Vegas NV		BoFA x6446	(603.00)
162	11/19/08	(203.25)	Hyatt Regency Withdrawal	Los Angeles, CA		BoFA x6446	(203.25)
163	11/19/08	(203.25)	Hyatt Regency Withdrawal	Los Angeles, CA		BoFA x6446	(203.25)
164	11/24/08	(202.50)	Arco Las Vegas Withdrawal	Los Angeles, CA		BoFA x6446	(202.50)
165	11/24/08	(803.60)	AT&T Withdrawal	Las Vegas NV		BoFA x6446	(803.60)
166	11/25/08	(600.00)	BoFA America ATM Withdrawal	West Hollywood, CA		BoFA x6446	(600.00)
167	12/01/08	(603.00)	WFB Withdrawal	Las Vegas NV		BoFA x6446	(603.00)
168	12/04/08	(202.00)	Ent. Inc. Withdrawal	Henderson, NV		BoFA x6446	(202.00)
169	12/05/08	(602.00)	Washington Mut Withdrawal	Los Angeles, CA		BoFA x6446	(602.00)
170	12/08/08	(640.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(640.00)
171	12/08/08	(203.25)	Hyatt Regency Withdrawal	Los Angeles, CA		BoFA x6446	(203.25)
172	12/08/08	(202.50)	Nevada Fed Withdrawal	Las Vegas NV		BoFA x6446	(202.50)
173	12/08/08	(803.00)	WFB Withdrawal	Las Vegas NV		BoFA x6446	(803.00)
174	12/10/08	(202.00)	Capital HI Withdrawal	Washington DC		BoFA x6446	(202.00)
175	12/11/08	(602.50)	Chew Chase Withdrawal	Chantilly, VA		BoFA x6446	(602.50)
176	12/11/08	(202.50)	Lucky Star Withdrawal	Las Vegas NV		BoFA x6446	(202.50)
177	12/15/08	(602.00)	Clark County Withdrawal	Las Vegas NV		BoFA x6446	(602.00)
178	12/15/08	(202.00)	Washington Mut Withdrawal	Henderson, NV		BoFA x6446	(202.00)
179	12/17/08	(402.00)	Cash Advance Transaction	San Jose, CA		AMEX 5-723008	(402.00)
180	12/18/08	(800.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(800.00)
181	12/18/08	(402.00)	Cash Advance Transaction	San Jose, CA		AMEX 5-723008	(402.00)
182	12/19/08	(801.95)	Star NE Withdrawal	Los Angeles, CA		BoFA x6446	(801.95)
183	12/22/08	(200.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(200.00)
184	12/22/08	(202.00)	Ent. Inc. Withdrawal	Henderson, NV		BoFA x6446	(202.00)
185	12/22/08	(503.00)	WFB Withdrawal	Las Vegas NV		BoFA x6446	(503.00)
186	12/28/08	(600.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(600.00)
187	12/28/08	(402.00)	Cash Advance Transaction	San Jose, CA		AMEX 5-723008	(402.00)
188	01/02/09	(480.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(480.00)
189	01/05/09	(500.00)	BoFA America ATM Withdrawal	Henderson, NV		BoFA x6446	(500.00)
190	01/09/09	(802.00)	WFB Withdrawal	Los Angeles, CA		BoFA x6446	(802.00)
191	01/12/09	(582.00)	Clark County Withdrawal	Las Vegas NV		BoFA x6446	(582.00)
192	01/13/09	(202.39)	Century City Withdrawal	Los Angeles, CA		BoFA x6446	(202.39)
193	01/24/09	(402.00)	Cash Advance Transaction	San Jose, CA		AMEX 5-723008	(402.00)
194	01/15/09	(302.00)	Green Valley G Withdrawal	Henderson, NV		BoFA x6446	(302.00)
195	01/20/09	(504.99)	Global Cash Withdrawal	Las Vegas NV		BoFA x6446	(504.99)
196	01/20/09	(304.39)	Global Cash Withdrawal	Las Vegas NV		BoFA x6446	(304.39)
197	01/26/09	(802.00)	Clark County Withdrawal	Las Vegas NV		BoFA x6446	(802.00)
198	01/29/09	(800.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(800.00)
199	02/02/09	(202.00)	Ent. Inc. Withdrawal	Henderson, NV		BoFA x6446	(202.00)
200	02/02/09	(503.00)	WFB Withdrawal	Las Vegas NV		BoFA x6446	(503.00)
201	02/06/09	(500.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(500.00)
202	02/09/09	(500.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(500.00)
203	02/09/09	(802.00)	Clark County Withdrawal	Las Vegas NV		BoFA x6446	(802.00)
204	02/17/09	(600.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(600.00)
205	02/17/09	(320.00)	BoFA America ATM Withdrawal	Henderson, NV		BoFA x6446	(320.00)
206	02/19/09	(600.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(600.00)
207	02/23/09	(202.00)	OceanGate Withdrawal	Hawthorne, CA		BoFA x6446	(202.00)
208	02/23/09	(803.00)	WFB Withdrawal	Las Vegas NV		BoFA x6446	(803.00)
209	02/24/09	(202.35)	The Belmar H Withdrawal	Manhattan Beach, CA		BoFA x6446	(202.35)
210	02/27/09	(380.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(380.00)
211	03/02/09	(800.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(800.00)
212	03/04/09	(200.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(200.00)
213	03/09/09	(800.00)	BoFA America ATM Withdrawal	Henderson, NV		BoFA x6446	(800.00)
214	03/11/09	(302.00)	Cash Advance Transaction			AMEX 5-723008	(302.00)
215	03/12/09	(2,500.00)	Cash	366		BoFA x6446	(2,500.00)
216	03/20/09	(1,000.00)	NV Tr cash withdrawal from Chl	Henderson, NV		BoFA x6446	(1,000.00)
217	03/23/09	(700.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(700.00)
218	03/27/09	(200.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(200.00)
219	03/30/09	(3,500.00)	CA Tr cash withdrawal from Chl	Beverly Hills, CA		BoFA x6446	(3,500.00)
220	03/30/09	(802.00)	Clark County Withdrawal	Las Vegas NV		BoFA x6446	(802.00)
221	03/30/09	(302.00)	Washington Mut Withdrawal	Henderson, NV		BoFA x6446	(302.00)
222	04/01/09	(261.50)	Ent Withdrawal	Denver, CO		BoFA x6446	(261.50)
223	04/06/09	(600.00)	BoFA America ATM Withdrawal	Las Vegas NV		BoFA x6446	(600.00)
224	04/06/09	(802.80)	Clark County Withdrawal	Las Vegas NV		BoFA x6446	(802.80)
225	04/07/09	(300.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(300.00)
226	04/10/09	(302.00)	Wescom CU Withdrawal	Los Angeles, CA		BoFA x6446	(302.00)
227	04/23/09	(500.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(500.00)
228	04/23/09	(803.00)	WFB Withdrawal	Las Vegas NV		BoFA x6446	(803.00)
229	04/15/09	(402.00)	CT Vcom Withdrawal	Los Angeles, CA		BoFA x6446	(402.00)
230	04/17/09	(200.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(200.00)
231	04/20/09	(803.00)	WFB Withdrawal	Las Vegas NV		BoFA x6446	(803.00)
232	04/21/09	(602.50)	California Nat Withdrawal	Los Angeles, CA		BoFA x6446	(602.50)
233	04/22/09	(202.95)	Cardtronics CC Withdrawal	Chicago, IL		BoFA x6446	(202.95)
234	04/24/09	(300.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(300.00)
235	04/27/09	(302.00)	First Republic Withdrawal	San Francisco, CA		BoFA x6446	(302.00)
236	04/27/09	(803.00)	WFB Withdrawal	Las Vegas NV		BoFA x6446	(803.00)
237	05/04/09	(402.00)	CT Vcom Withdrawal	Los Angeles, CA		BoFA x6446	(402.00)
238	05/04/09	(402.00)	CT Vcom Withdrawal	Los Angeles, CA		BoFA x6446	(402.00)
239	05/05/09	(803.00)	WFB Withdrawal	Las Vegas NV		BoFA x6446	(803.00)
240	05/07/09	(402.00)	Cardtronics CC Withdrawal	Hollywood, CA		BoFA x6446	(402.00)
241	05/11/09	(802.50)	California Nat Withdrawal	Hollywood, CA		BoFA x6446	(802.50)
242	05/12/09	(203.00)	WFB Withdrawal	Las Vegas NV		BoFA x6446	(203.00)
243	05/12/09	(500.00)	BoFA America ATM Withdrawal	Los Angeles, CA		BoFA x6446	(500.00)
244	05/15/09	(362.00)	Clark County Withdrawal	Las Vegas NV		BoFA x6446	(362.00)

Kopod v. Kopod
Las Vegas, Nevada

WITHDRAWALS (SORTED BY DATE)

EXHIBIT 2

Please refer to Authen's December 15, 2015 report.

Ref	Date	Uninitiated Amount	Source / Use	Description			Outflows	
				Check Number	Location	Notes	Account	Amount
245	05/18/09	(802.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(802.00)
246	05/25/09	(803.00)	Cash Advance Transaction		Las Vegas, NV		AMEX 5-723003	(803.00)
247	05/26/09	(803.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(803.00)
248	06/01/09	(802.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(802.00)
249	06/02/09	(300.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA #6446	(300.00)
250	06/04/09	(500.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA #6446	(500.00)
251	06/08/09	(782.00)	Clark County Withdrawal				BoFA #6446	(782.00)
252	06/12/09	(703.00)	Gilmore Bank Withdrawal		Los Angeles, CA		BoFA #6446	(703.00)
253	06/15/09	(309.00)	US Bank Withdrawal		Las Vegas NV		BoFA #6446	(309.00)
254	06/15/09	(808.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(808.00)
255	06/17/09	(700.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA #6446	(700.00)
256	06/22/09	(500.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA #6446	(500.00)
257	06/22/09	(500.00)	BoFA America ATM Withdrawal		Las Vegas NV		BoFA #6446	(500.00)
258	06/22/09	(302.75)	Pacific Western Withdrawal		West Covina, CA		BoFA #6446	(302.75)
259	06/25/09	(802.00)	WFB Withdrawal		Los Angeles, CA		BoFA #6446	(802.00)
260	06/26/09	(202.00)	Cardtronics CC Withdrawal		Agrestwood, CA		BoFA #6446	(202.00)
261	06/29/09	(209.00)	Cardtronics CC Withdrawal		Henderson NV		BoFA #6446	(209.00)
262	06/29/09	(682.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(682.00)
263	06/30/09	(200.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA #6446	(200.00)
264	07/03/09	(809.00)	Washington Mut Withdrawal		Los Angeles, CA		BoFA #6446	(809.00)
265	07/06/09	(400.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA #6446	(400.00)
266	07/06/09	(803.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(803.00)
267	07/10/09	(803.00)	Washington Mut Withdrawal		Los Angeles, CA		BoFA #6446	(803.00)
268	07/13/09	(300.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA #6446	(300.00)
269	07/23/09	(200.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA #6446	(200.00)
270	07/13/09	(203.00)	Cardtronics CC Withdrawal		Henderson NV		BoFA #6446	(203.00)
271	07/14/09	(400.00)	BoFA America ATM Withdrawal		Oakland, CA		BoFA #6446	(400.00)
272	07/17/09	(403.00)	Cash Advance Transaction		Los Angeles, CA		AMEX 5-723003	(403.00)
273	07/17/09	(803.00)	Washington Mut Withdrawal		Los Angeles, CA		BoFA #6446	(803.00)
274	07/20/09	(582.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(582.00)
275	07/20/09	(303.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(303.00)
276	07/23/09	(202.50)	Damian's Place Withdrawal		Los Angeles, CA		BoFA #6446	(202.50)
277	07/23/09	(662.00)	Washington Mut Withdrawal		Los Angeles, CA		BoFA #6446	(662.00)
278	07/27/09	(582.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(582.00)
279	07/27/09	(302.00)	Green Valley G Withdrawal		Henderson NV		BoFA #6446	(302.00)
280	07/31/09	(803.00)	WFB Withdrawal		Los Angeles, CA		BoFA #6446	(803.00)
281	08/03/09	(302.00)	Green Valley G Withdrawal		Henderson NV		BoFA #6446	(302.00)
282	08/03/09	(800.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(800.00)
283	08/06/09	(202.50)	Desert Hills Withdrawal		Cabazon, CA		BoFA #6446	(202.50)
284	08/07/09	(703.00)	Cibola Withdrawal		Los Angeles, CA		BoFA #6446	(703.00)
285	08/10/09	(200.00)	BoFA America ATM Withdrawal		Henderson NV		BoFA #6446	(200.00)
286	08/10/09	(803.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(803.00)
287	08/12/09	(302.00)	CT Wcom Withdrawal		Hawthorne, CA		BoFA #6446	(302.00)
288	08/14/09	(802.50)	California Nat Withdrawal		Los Angeles, CA		BoFA #6446	(802.50)
289	08/18/09	(1,000.00)	Cash	406		colleg files	BoFA #6446	(1,000.00)
290	08/20/09	(250.00)	Cash	334			BoFA #6446	(250.00)
291	08/23/09	(800.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA #6446	(800.00)
292	08/24/09	(800.00)	BoFA America ATM Withdrawal		Henderson NV		BoFA #6446	(800.00)
293	08/24/09	(202.50)	Mike S Pizza Withdrawal		Angier Camp, CA		BoFA #6446	(202.50)
294	08/24/09	(803.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(803.00)
295	08/28/09	(803.00)	Gilmore Bank Withdrawal		Los Angeles, CA		BoFA #6446	(803.00)
296	08/31/09	(480.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA #6446	(480.00)
297	08/31/09	(200.00)	BoFA America ATM Withdrawal		Henderson NV		BoFA #6446	(200.00)
298	09/03/09	(808.00)	Gilmore Bank Withdrawal		Los Angeles, CA		BoFA #6446	(808.00)
299	09/04/09	(402.00)	Cardtronics CC Withdrawal		Beverly Hills, CA		BoFA #6446	(402.00)
300	09/04/09	(402.00)	Cardtronics CC Withdrawal		Beverly Hills, CA		BoFA #6446	(402.00)
301	09/08/09	(800.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA #6446	(800.00)
302	09/10/09	(300.00)	BoFA America ATM Withdrawal		Henderson NV		BoFA #6446	(300.00)
303	09/14/09	(500.00)	BoFA America ATM Withdrawal		Henderson NV		BoFA #6446	(500.00)
304	09/14/09	(808.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(808.00)
305	09/15/09	(500.00)	Cash	417		Loan	BoFA #6446	(500.00)
306	09/17/09	(803.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(803.00)
307	09/22/09	(782.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(782.00)
308	09/22/09	(302.50)	Nevada FED Withdrawal		Las Vegas NV		BoFA #6446	(302.50)
309	09/22/09	(204.50)	A. Thrifty GA Withdrawal		Lawndale, CA		BoFA #6446	(204.50)
310	09/23/09	(803.00)	Chase Withdrawal		Anaheim, CA		BoFA #6446	(803.00)
311	09/24/09	(401.00)	Park and 48th Withdrawal		New York NY		BoFA #6446	(401.00)
312	09/28/09	(303.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(303.00)
313	10/01/09	(802.50)	California Nat Withdrawal		Los Angeles, CA		BoFA #6446	(802.50)
314	10/05/09	(200.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA #6446	(200.00)
315	10/05/09	(482.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(482.00)
316	10/09/09	(802.50)	California Nat Withdrawal		Los Angeles, CA		BoFA #6446	(802.50)
317	10/13/09	(503.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(503.00)
318	10/13/09	(502.00)	WFB Withdrawal		Los Angeles, CA		BoFA #6446	(502.00)
319	10/15/09	(502.50)	California Nat Withdrawal		Los Angeles, CA		BoFA #6446	(502.50)
320	10/16/09	(802.50)	California Nat Withdrawal		Los Angeles, CA		BoFA #6446	(802.50)
321	10/19/09	(582.50)	Nevada FED Withdrawal		Las Vegas NV		BoFA #6446	(582.50)
322	10/21/09	(184.00)	Wartin Xart Withdrawal		Scottsdale AZ		BoFA #6446	(184.00)
323	10/22/09	(703.00)	BoFA America ATM Withdrawal		Beverly Hills, CA		BoFA #6446	(703.00)
324	10/26/09	(582.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(582.00)
325	10/26/09	(303.00)	US Bank Withdrawal		Las Vegas NV		BoFA #6446	(303.00)
326	10/28/09	(200.00)	BoFA America ATM Withdrawal		Coronado, CA		BoFA #6446	(200.00)
327	10/29/09	(800.00)	BoFA America ATM Withdrawal		Coronado, CA		BoFA #6446	(800.00)
328	11/02/09	(200.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA #6446	(200.00)
329	11/02/09	(503.00)	Cibola Withdrawal		Beverly Hills, CA		BoFA #6446	(503.00)
330	11/07/09	(303.00)	WFB Withdrawal		Los Angeles, CA		BoFA #6446	(303.00)

Kapod v. Kapod
Las Vegas, Nevada

WITHDRAWALS (SORTED BY DATE)

EXHIBIT 3

Please refer to Anthony's December 15, 2015 report.

Ref	Date	Unmatched Amounts	Description				Outflows	
			Source / Use	Check Number	Location	Notes	Account	Amount
331	11/02/09	(203.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(203.00)
332	11/04/09	(402.00)	Public Service Withdrawal		Denver, CO		BoFA #6446	(402.00)
333	11/05/09	(204.00)	Cash Advance Transaction				AMEX 5-723003	(204.00)
334	11/05/09	(204.00)	Westin Keri Withdrawal		Los Angeles, CA		BoFA #6446	(204.00)
335	11/05/09	(204.00)	Westin Keri Withdrawal		Los Angeles, CA		BoFA #6446	(204.00)
336	11/06/09	(302.50)	Nevada's FED Withdrawal		Las Vegas NV		BoFA #6446	(302.50)
337	11/09/09	(400.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA #6446	(400.00)
338	11/09/09	(303.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(303.00)
339	11/12/09	(800.00)	BoFA America ATM Withdrawal		Beverly Hills, CA		BoFA #6446	(800.00)
340	11/12/09	(203.00)	Gilmore Bank Withdrawal		Los Angeles, CA		BoFA #6446	(203.00)
341	11/13/09	(309.00)	WFB Withdrawal		Oakland, CA		BoFA #6446	(309.00)
342	11/16/09	(504.99)	GCA Caesar's Withdrawal		Las Vegas NV		BoFA #6446	(504.99)
343	11/17/09	(402.00)	Public Service Withdrawal		Denver, CO		BoFA #6446	(402.00)
344	11/20/09	(809.00)	Washington Mut Withdrawal		Los Angeles, CA		BoFA #6446	(809.00)
345	11/23/09	(509.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(509.00)
346	11/25/09	(802.50)	California Nat Withdrawal		Los Angeles, CA		BoFA #6446	(802.50)
347	11/27/09	(509.00)	Washington Mut Withdrawal		Los Angeles, CA		BoFA #6446	(509.00)
348	11/30/09	(403.00)	Colonial Withdrawal		Las Vegas NV		BoFA #6446	(403.00)
349	12/01/09	(803.00)	Cash Advance Transaction		Los Angeles, CA		AMEX 5-723003	(803.00)
350	12/04/09	(302.25)	American Aus Withdrawal Terminal A		Dallas, TX		BoFA #6446	(302.25)
351	12/07/09	(503.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(503.00)
352	12/11/09	(503.00)	Cash Advance Transaction		Los Angeles, CA		VISA #3832	(503.00)
353	12/16/09	(300.00)	Cash	349			BoFA #6446	(300.00)
354	12/17/09	(503.00)	Cash Advance Transaction		Los Angeles, CA		AMEX 5-723003	(503.00)
355	12/18/09	(200.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA #6446	(200.00)
356	12/21/09	(200.00)	BoFA America ATM Withdrawal		Henderson NV		BoFA #6446	(200.00)
357	12/21/09	(482.00)	Clark County Withdrawal		Las Vegas NV		BoFA #6446	(482.00)
358	12/24/09	(803.00)	WFB Withdrawal		Los Angeles, CA		BoFA #6446	(803.00)
359	12/27/09	(509.00)	Cash Advance Transaction		Los Angeles, CA		AMEX 5-723003	(509.00)
360	12/28/09	(800.00)	BoFA America ATM Withdrawal		West Hollywood, CA		BoFA #6446	(800.00)
361	12/28/09	(803.00)	Citiban Withdrawal		Los Angeles, CA		BoFA #6446	(803.00)
362	12/30/09	(300.00)	Cash	350			BoFA #6446	(300.00)
363	01/04/10	(802.50)	California Nat Withdrawal		Los Angeles, CA		BoFA #6446	(802.50)
364	01/04/10	(503.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(503.00)
365	01/07/10	(503.00)	Cash Advance Transaction		Los Angeles, CA		AMEX 5-723003	(503.00)
366	01/07/10	(803.00)	Chase Withdrawal		Los Angeles, CA		BoFA #6446	(803.00)
367	01/08/10	(122.25)	Conoco Go In Withdrawal		Inglewood, CA		BoFA #6446	(122.25)
368	01/11/10	(803.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(803.00)
369	01/12/10	(803.00)	Chase Withdrawal		Los Angeles, CA		BoFA #6446	(803.00)
370	01/13/10	(504.99)	GCA Wynn Las Withdrawal		Las Vegas NV		BoFA #6446	(504.99)
371	01/19/10	(503.00)	WFB Withdrawal		West Hollywood, CA		BoFA #6446	(503.00)
372	01/22/10	(384.99)	GCA Wynn Las Withdrawal		Las Vegas NV		BoFA #6446	(384.99)
373	01/25/10	(846.50)	GCA Wynn Las Withdrawal		Las Vegas NV		BoFA #6446	(846.50)
374	01/25/10	(382.50)	Nevada's FED Withdrawal		Las Vegas NV		BoFA #6446	(382.50)
375	01/25/10	(382.00)	BoFA Withdrawal		Henderson, NV		BoFA #6446	(382.00)
376	01/25/10	(503.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(503.00)
377	01/27/10	(903.00)	Chase Withdrawal		Stirling, VA		BoFA #6446	(903.00)
378	01/28/10	(802.50)	California Nat Withdrawal		Los Angeles, CA		BoFA #6446	(802.50)
379	02/01/10	(500.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA #6446	(500.00)
380	02/01/10	(503.00)	Washington Mut Withdrawal		Los Angeles, CA		BoFA #6446	(503.00)
381	02/05/10	(803.00)	Cash Advance Transaction		Los Angeles, CA		AMEX 5-723003	(803.00)
382	02/05/10	(803.00)	Citiban Withdrawal		Los Angeles, CA		BoFA #6446	(803.00)
383	02/06/10	(500.00)	BoFA America ATM Withdrawal		Henderson NV		BoFA #6446	(500.00)
384	02/11/10	(803.00)	Chase Withdrawal		Newport Beach, CA		BoFA #6446	(803.00)
385	02/16/10	(500.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA #6446	(500.00)
386	02/16/10	(682.50)	Nevada's FED Withdrawal				BoFA #6446	(682.50)
387	02/17/10	(803.00)	WFB Withdrawal		Los Angeles, CA		BoFA #6446	(803.00)
388	02/22/10	(600.00)	US Bank Withdrawal		Hollywood, CA		BoFA #6446	(600.00)
389	02/23/10	(600.00)	BoFA America ATM Withdrawal		Oakland, CA		BoFA #6446	(600.00)
390	02/23/10	(600.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA #6446	(600.00)
391	02/26/10	(403.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(403.00)
392	03/01/10	(803.00)	WFB Withdrawal		Las Vegas NV		BoFA #6446	(803.00)
393	03/02/10	(504.00)	Morongo Crier Withdrawal		Cabazon, CA		BoFA #6446	(504.00)
394	03/04/10	(203.25)	Desert Spr Withdrawal		Palm Desert, CA		BoFA #6446	(203.25)
395	03/04/10	(203.25)	Desert Spr Withdrawal		Palm Desert, CA		BoFA #6446	(203.25)
396	03/08/10	(803.00)	WFB Withdrawal		Las Vegas, NV		BoFA #6446	(803.00)
397	03/09/10	(803.00)	Cash Advance Transaction		Los Angeles, CA		AMEX 5-723003	(803.00)
398	03/08/10	(803.00)	WFB Withdrawal		Los Angeles, CA		BoFA #6446	(803.00)
399	03/12/10	(803.00)	Chase Withdrawal		Los Angeles, CA		BoFA #6446	(803.00)
400	03/12/10	(202.50)	G&L Realty Withdrawal		Beverly Hills, CA		BoFA #6446	(202.50)
401	03/15/10	(562.50)	Nevada's FED Withdrawal		Las Vegas NV		BoFA #6446	(562.50)
402	03/18/10	(102.25)	RDW Beverly Ca Withdrawal		Los Angeles, CA		BoFA #6446	(102.25)
403	03/18/10	(803.00)	WFB Withdrawal		Los Angeles, CA		BoFA #6446	(803.00)
404	03/22/10	(203.00)	Chase Withdrawal		Scottsdale AZ		BoFA #6446	(203.00)
405	03/22/10	(803.00)	WFB Withdrawal		Los Angeles, CA		BoFA #6446	(803.00)
406	03/26/10	(503.00)	Cash Advance Transaction		Los Angeles, CA		AMEX 5-723003	(503.00)
407	03/26/10	(803.00)	WFB Withdrawal		Los Angeles, CA		BoFA #6446	(803.00)
408	03/29/10	(563.75)	GCA Green Val Withdrawal		Henderson NV		BoFA #6446	(563.75)
409	03/31/10	(482.50)	Nevada's FED Withdrawal		Las Vegas NV		BoFA #6446	(482.50)
410	03/31/10	(500.00)	Cash	443			BoFA #6446	(500.00)
411	03/31/10	(402.00)	Public Service Withdrawal		Aurora, CO		BoFA #6446	(402.00)
412	04/01/10	(803.00)	WFB Withdrawal		Los Angeles, CA		BoFA #6446	(803.00)
413	04/02/10	(403.00)	Chase Withdrawal		Los Angeles, CA		BoFA #6446	(403.00)

Kopod v. Kopod
Las Vegas, Nevada

WITHDRAWALS (SORTED BY DATE)

EXHIBIT 3

Please refer to Andrew's December 15, 2025 report.

Ref	Date	Un matched Amounts	Description				Outflows	
			Source / Use	Check Number	Location	Notes	Account	Amount
414	04/05/10	(532.00)	Clark County Withdrawal		Las Vegas, NV		BoFA x6446	(532.00)
415	04/05/10	(803.00)	WFB Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
416	04/07/10	(803.00)	WFB Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
417	04/09/10	(502.00)	Public Service Withdrawal		Aurora, CO		BoFA x6446	(502.00)
418	04/12/10	(682.00)	Clark County Withdrawal		Las Vegas, NV		BoFA x6446	(682.00)
419	04/19/10	(202.75)	CT 7-11		Los Angeles, CA		BoFA x6446	(202.75)
420	04/19/10	(402.75)	CT 7-11		Los Angeles, CA		BoFA x6446	(402.75)
421	04/19/10	(803.00)	WFB Withdrawal - Las Vegas Air		Las Vegas, NV		BoFA x6446	(803.00)
422	04/22/10	(803.00)	WFB Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
423	04/26/10	(800.00)	BankAmerica ATM Withdrawal		Los Angeles, CA		BoFA x6446	(800.00)
424	04/28/10	(603.00)	BankAmerica Bank - Withdrawal		Los Angeles, CA		BoFA x6446	(603.00)
425	04/29/10	(200.00)	BankAmerica ATM Withdrawal		Los Angeles, CA		BoFA x6446	(200.00)
426	04/30/10	(484.89)	WCA "Wynn Las Vegas"		Las Vegas, NV		BoFA x6446	(484.89)
427	05/03/10	(803.00)	WFB Withdrawal		Las Vegas, NV		BoFA x6446	(803.00)
428	05/06/10	(703.00)	Chase Withdrawal		Los Angeles, CA		BoFA x6446	(703.00)
429	05/10/10	(803.00)	WFB Withdrawal		Las Vegas, NV		BoFA x6446	(803.00)
430	05/17/10	(503.00)	300 So Fairfax		Fairfax, CA		BoFA x6446	(503.00)
431	05/18/10	(303.00)	US Bank		Los Angeles, CA		BoFA x6446	(303.00)
432	05/18/10	(503.00)	US Bank		Los Angeles, CA		BoFA x6446	(503.00)
433	05/24/10	(803.00)	WFB Withdrawal - Las Vegas Air		Las Vegas, NV		BoFA x6446	(803.00)
434	05/27/10	(803.00)	Chase		Denver, CO		BoFA x6446	(803.00)
435	05/28/10	(800.00)	Bank of America ATM		Los Angeles, CA		BoFA x6446	(800.00)
436	06/01/10	(882.00)	Clark County Withdrawal		Las Vegas, NV		BoFA x6446	(882.00)
437	06/01/10	(303.00)	US Bank		Los Angeles, CA		BoFA x6446	(303.00)
438	06/02/10	(2,500.00)	CA Tix cash withdrawal from Ckt 64		Century City, CA		BoFA x6446	(2,500.00)
439	06/10/10	(503.00)	110 S Fairfax		Los Angeles, CA		BoFA x6446	(503.00)
440	06/14/10	(803.00)	WFB Withdrawal		Las Vegas, NV		BoFA x6446	(803.00)
441	06/15/10	(803.00)	Chase Withdrawal		Denver, CO		BoFA x6446	(803.00)
442	06/18/10	(803.00)	300 So Fairfax		Los Angeles, CA		BoFA x6446	(803.00)
443	06/21/10	(803.00)	300 So Fairfax		Los Angeles, CA		BoFA x6446	(803.00)
444	06/23/10	(803.00)	WFB Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
445	06/24/10	(403.00)	6333 W. 3rd St.		Los Angeles, CA		BoFA x6446	(403.00)
446	06/24/10	(802.00)	Wescom CD - Withdrawal		Hollywood, CA		BoFA x6446	(802.00)
447	06/28/10	(783.75)	GCA "Green Valley"		Henderson, NV		BoFA x6446	(783.75)
448	06/29/10	(500.00)	BankAmerica ATM Withdrawal		Los Angeles, CA		BoFA x6446	(500.00)
449	06/30/10	(500.00)	BankAmerica ATM Withdrawal		Chicago, IL		BoFA x6446	(500.00)
450	07/02/10	(300.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(300.00)
451	07/02/10	(503.00)	Net-Separate Withdrawal		Los Angeles, CA		BoFA x6446	(503.00)
452	07/05/10	(602.00)	Cash Advance Transaction		LAX - Los Angeles, CA		AMEX 5-723003	(602.00)
453	07/06/10	(800.00)	BankAmerica ATM Withdrawal		Laguna Beach, CA		BoFA x6446	(800.00)
454	07/06/10	(422.63)	Traveler Withdrawal		London		BoFA x6446	(422.63)
455	07/07/10	(152.12)	Withdrawal	9106	London		BoFA x6446	(152.12)
456	07/12/10	(803.00)	110 S Fairfax		Los Angeles, CA		BoFA x6446	(803.00)
457	07/12/10	(500.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(500.00)
458	07/13/10	(421.57)	Usb Withdrawal		Singapore		BoFA x6446	(421.57)
459	07/15/10	(218.53)	Chasebank Targ - Withdrawal		Singapore		BoFA x6446	(218.53)
460	07/15/10	(276.79)	Withdrawal		Singapore		BoFA x6446	(276.79)
461	07/19/10	(403.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(403.00)
462	07/22/10	(303.00)	Withdrawal		Denver, CO		BoFA x6446	(303.00)
463	07/23/10	(500.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(500.00)
464	07/26/10	(500.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(500.00)
465	07/29/10	(403.00)	Chase Withdrawal		Los Angeles, CA		BoFA x6446	(403.00)
466	07/30/10	(303.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(303.00)
467	07/30/10	(503.00)	Chase Withdrawal		Los Angeles, CA		BoFA x6446	(503.00)
468	08/03/10	(403.00)	ATM Withdrawal		Manhattan Beach, CA		WF x5397	(403.00)
469	08/04/10	(302.50)	Withdrawal		San Francisco, CA		BoFA x6446	(302.50)
470	08/05/10	(200.00)	Cash	1009			WF x5397	(200.00)
471	08/05/10	(802.00)	Withdrawal		Las Vegas, NV		BoFA x6446	(802.00)
472	08/06/10	(502.00)	Cash Advance Transaction		LAX - Los Angeles, CA		AMEX 5-723003	(502.00)
473	08/09/10	(303.00)	US Bank Fairfax		Los Angeles, CA		BoFA x6446	(303.00)
474	08/11/10	(503.00)	US Bank Fairfax		Los Angeles, CA		BoFA x6446	(503.00)
475	08/12/10	(802.00)	Withdrawal		Las Vegas, NV		BoFA x6446	(802.00)
476	08/13/10	(200.00)	BankAmerica ATM Withdrawal		San Pedro, CA		BoFA x6446	(200.00)
477	08/16/10	(800.00)	BankAmerica ATM Withdrawal		Los Angeles, CA		BoFA x6446	(800.00)
478	08/20/10	(801.00)	Withdrawal		Arnold, CA		BoFA x6446	(801.00)
479	08/22/10	(800.00)	Cash Advance Transaction		Hollywood, CA		AMEX 5-723003	(800.00)
480	08/23/10	(800.00)	BankAmerica ATM Withdrawal		Los Angeles, CA		BoFA x6446	(800.00)
481	08/30/10	(502.75)	SunTrust Withdrawal		Orlando, FL		BoFA x6446	(502.75)
482	09/01/10	(402.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(402.00)
483	09/01/10	(500.00)	BankAmerica ATM Withdrawal		Los Angeles, CA		BoFA x6446	(500.00)
484	09/02/10	(402.50)	Withdrawal		Las Vegas, NV		BoFA x6446	(402.50)
485	09/05/10	(203.00)	Cash Advance Transaction		Santa Monica, CA		AMEX 5-723003	(203.00)
486	09/07/10	(300.00)	Withdrawal		Los Angeles, CA		WF x5397	(300.00)
487	09/07/10	(802.50)	Withdrawal		San Francisco, CA		BoFA x6446	(802.50)
488	09/08/10	(402.00)	Withdrawal		Aurora, CO		BoFA x6446	(402.00)
489	09/13/10	(500.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(500.00)
490	09/13/10	(202.85)	Withdrawal		Scottsdale, AZ		BoFA x6446	(202.85)
491	09/13/10	(202.85)	Withdrawal		Scottsdale, AZ		BoFA x6446	(202.85)
492	09/16/10	(1,510.00)	CA Tix cash withdrawal		Century City, CA		BoFA x6446	(1,510.00)
493	09/20/10	(500.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(500.00)
494	09/20/10	(502.00)	Withdrawal - JFK - Int'l - Ft		Jamaica, NY		BoFA x6446	(502.00)
495	09/23/10	(218.89)	Cash Advance Transaction		Dubai		AMEX 5-723003	(218.89)

Kopov, V. Kopov
Las Vegas, Nevada

WITHDRAWALS (SORTED BY DATE)

EXHIBIT 3

Please refer to Anthem's December 15, 2015 report.

Ref	Date	Us Amount	Description	Location	Notes	Outflows	
						Account	Amount
496	09/27/10	(408.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(408.00)
497	09/27/10	(502.50)	Withdrawal	Las Vegas, NV		BoFA x6446	(502.50)
498	09/30/10	(609.00)	Withdrawal	Dallas, VA		BoFA x6446	(609.00)
499	10/04/10	(300.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(300.00)
500	10/04/10	(403.00)	Cardtronics - Withdrawal	Manhattan Beach, CA		BoFA x6446	(403.00)
501	10/06/10	(402.50)	ATM Withdrawal	La Jolla, CA		WF x5397	(402.50)
502	10/07/10	(603.00)	Chase Withdrawal	Denver, CO		BoFA x6446	(603.00)
503	10/11/10	(500.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(500.00)
504	10/22/10	(208.95)	ATM Withdrawal	Los Angeles, CA		WF x5397	(208.95)
505	10/22/10	(80.00)	ATM Withdrawal	Las Vegas, NV		WF x5397	(80.00)
506	10/22/10	(982.00)	Clark County C Withdrawal	Las Vegas, NV		BoFA x6446	(982.00)
507	10/23/10	(502.75)	Withdrawal	Cleveland, OH		BoFA x6446	(502.75)
508	10/25/10	(500.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(500.00)
509	10/28/10	(500.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(500.00)
510	10/28/10	(500.00)	Withdrawal	San Pedro, CA		BoFA x6446	(500.00)
511	10/28/10	(500.00)	Withdrawal	Herndon, VA		BoFA x6446	(500.00)
512	10/25/10	(500.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(500.00)
513	10/25/10	(300.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(300.00)
514	10/26/10	(803.00)	Withdrawal	Los Angeles, CA		BoFA x6446	(803.00)
515	10/28/10	(202.50)	Clark County C - Withdrawal	Las Vegas, NV		BoFA x6446	(202.50)
516	10/28/10	(802.50)	Clark County C - Withdrawal	Las Vegas, NV		BoFA x6446	(802.50)
517	11/01/10	(905.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(905.00)
518	11/01/10	(203.95)	Withdrawal	Los Angeles, CA		BoFA x6446	(203.95)
519	11/01/10	(202.95)	Withdrawal	Los Angeles, CA		BoFA x6446	(202.95)
520	11/04/10	(803.00)	Withdrawal	Denver, CO		BoFA x6446	(803.00)
521	11/08/10	(500.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(500.00)
522	11/08/10	(500.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(500.00)
523	11/08/10	(402.50)	Withdrawal	Denver, CO		BoFA x6446	(402.50)
524	11/09/10	(803.00)	Withdrawal	Denver, CO		BoFA x6446	(803.00)
525	11/12/10	(500.00)	Withdrawal	Denver, CO		BoFA x6446	(500.00)
526	11/15/10	(500.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(500.00)
527	11/15/10	(800.00)	Withdrawal	Los Angeles, CA		BoFA x6446	(800.00)
528	11/18/10	(500.00)	Withdrawal	Denver, CO		BoFA x6446	(500.00)
529	11/22/10	(403.00)	Cardtronics CC Withdrawal	Englewood, CO		BoFA x6446	(403.00)
530	11/23/10	(500.00)	Withdrawal	Denver, CO		BoFA x6446	(500.00)
531	11/26/10	(500.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(500.00)
532	11/29/10	(500.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(500.00)
533	11/29/10	(500.00)	Withdrawal	Los Angeles, CA		BoFA x6446	(500.00)
534	12/01/10	(303.25)	Withdrawal	Washington, DC		BoFA x6446	(303.25)
535	12/01/10	(2.00)	Withdrawal	Washington, DC		BoFA x6446	(2.00)
536	12/03/10	(500.00)	ATM Withdrawal	Denver, CO		WF x5397	(500.00)
537	12/06/10	(500.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(500.00)
538	12/06/10	(803.00)	Withdrawal	Los Angeles, CA		BoFA x6446	(803.00)
539	12/07/10	(502.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(502.00)
540	12/08/10	(293.28)	Withdrawal	Frankfurt		BoFA x6446	(293.28)
541	12/09/10	(398.22)	Cash Advance Transaction	Frankfurt		AMEX 5-723003	(398.22)
542	12/10/10	(503.00)	Withdrawal	Westchester, CA		BoFA x6446	(503.00)
543	12/13/10	(800.00)	Withdrawal	Los Angeles, CA		BoFA x6446	(800.00)
544	12/16/10	(500.00)	Withdrawal	Denver, CO		BoFA x6446	(500.00)
545	12/20/10	(500.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(500.00)
546	12/21/10	(500.00)	Withdrawal	Englewood, CO		BoFA x6446	(500.00)
547	12/21/10	(803.00)	Withdrawal	Los Angeles, CA		BoFA x6446	(803.00)
548	12/24/10	(4,000.00)	Withdrawal	Los Angeles, CA		WF x5397	(4,000.00)
549	12/27/10	(500.00)	Withdrawal	West Hollywood, CA		BoFA x6446	(500.00)
550	12/30/10	(500.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(500.00)
551	01/02/11	(3,005.00)	Cash Advance Transaction	Las Vegas, NV		AMEX 5-723003	(3,005.00)
552	01/03/11	(302.00)	ATM Withdrawal	Denver, CO		WF x5397	(302.00)
553	01/04/11	(503.00)	Withdrawal	Denver, CO		BoFA x6446	(503.00)
554	01/07/11	(503.00)	Withdrawal	Denver, CO		BoFA x6446	(503.00)
555	01/10/11	(203.00)	ATM Withdrawal	Los Angeles, CA		WF x6470	(203.00)
556	01/11/11	(402.50)	Withdrawal	San Francisco, CA		BoFA x6446	(402.50)
557	01/14/11	(402.75)	ATM Withdrawal	Los Angeles, CA		WF x5397	(402.75)
558	01/14/11	(802.50)	Withdrawal	Las Vegas, NV		BoFA x6446	(802.50)
559	01/18/11	(500.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(500.00)
560	01/18/11	(202.95)	Withdrawal	Los Angeles, CA		BoFA x6446	(202.95)
561	01/18/11	(202.95)	Withdrawal	Los Angeles, CA		BoFA x6446	(202.95)
562	01/20/11	(803.00)	Withdrawal	Denver, CO		BoFA x6446	(803.00)
563	01/21/11	(503.00)	Withdrawal	Las Vegas, NV		BoFA x6446	(503.00)
564	01/25/11	(390.54)	Withdrawal	Singapore		BoFA x6446	(390.54)
565	02/01/11	(802.50)	Withdrawal	Las Vegas, NV		BoFA x6446	(802.50)
566	02/07/11	(503.00)	Withdrawal	Sterling, VA		BoFA x6446	(503.00)
567	02/08/11	(503.00)	Withdrawal	Las Vegas, NV		BoFA x6446	(503.00)
568	02/08/11	(2.00)	Withdrawal	Las Vegas, NV		BoFA x6446	(2.00)
569	02/11/11	(803.00)	Withdrawal	Las Vegas, NV		BoFA x6446	(803.00)
570	02/14/11	(300.00)	Withdrawal	Los Angeles, CA		BoFA x6446	(300.00)
571	02/16/11	(512.07)	Withdrawal	London		BoFA x6446	(512.07)
572	02/22/11	(800.00)	Withdrawal	Los Angeles, CA		BoFA x6446	(800.00)
573	02/23/11	(500.00)	Cash		1087	WF x5397	(500.00)
574	02/23/11	(802.50)	Withdrawal	Las Vegas, NV		BoFA x6446	(802.50)
575	02/25/11	(500.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(500.00)
576	02/28/11	(500.00)	ATM Withdrawal	Los Angeles, CA		WF x5397	(500.00)
577	02/28/11	(202.95)	Withdrawal	Los Angeles, CA		BoFA x6446	(202.95)
578	02/28/11	(202.95)	Withdrawal	Los Angeles, CA		BoFA x6446	(202.95)

Kagad v. Kagad
Las Vegas, Nevada

WITHDRAWALS (SORTED BY DATE)

Please refer to Anthony's December 15, 2015 report.

EXHIBIT 3

Ref	Date	Unreconciled Amounts	Description				Outflows	
			Source / Use	Check Number	Location	Notes	Account	Amount
579	03/03/11	(803.00)	Withdrawal		Denver, CO		BoFA x6446	(803.00)
580	03/03/11	(803.00)	Withdrawal		Las Vegas, NV		BoFA x6446	(803.00)
581	03/04/11	(801.50)	Withdrawal		O'Hare Airport - Chicago, IL		BoFA x6446	(801.50)
582	03/10/11	(203.25)	Withdrawal		Washington, DC		BoFA x6446	(203.25)
583	03/10/11	(203.25)	Withdrawal		Washington, DC		BoFA x6446	(203.25)
584	03/11/11	(1,000.00)	Cash	1300			WF x5397	(1,000.00)
585	03/14/11	(402.00)	ATM Withdrawal		Hollywood CA		WF x5397	(402.00)
586	03/16/11	(803.00)	Withdrawal		Denver, CO		BoFA x6446	(803.00)
587	03/17/11	(782.50)	Withdrawal		Las Vegas, NV		BoFA x6446	(782.50)
588	03/21/11	(803.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
589	03/25/11	(402.50)	Withdrawal		Las Vegas, NV		BoFA x6446	(402.50)
590	03/25/11	(503.00)	Withdrawal		Las Vegas, NV		BoFA x6446	(503.00)
591	03/28/11	(403.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(403.00)
592	03/31/11	(500.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(500.00)
593	03/31/11	(500.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(500.00)
594	03/31/11	(202.00)	ATM Withdrawal		Carson, CA		WF x5397	(202.00)
595	04/01/11	(782.50)	Withdrawal		Las Vegas, NV		BoFA x6446	(782.50)
596	04/01/11	(2.00)	Withdrawal		Las Vegas, NV		BoFA x6446	(2.00)
597	04/05/11	(803.00)	Withdrawal		Cherry Hill, VA		BoFA x6446	(803.00)
598	04/06/11	(503.50)	Withdrawal		Cleveland, OH		BoFA x6446	(503.50)
599	04/06/11	(782.50)	Withdrawal		Las Vegas, NV		BoFA x6446	(782.50)
600	04/11/11	(403.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(403.00)
601	04/11/11	(500.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(500.00)
602	04/13/11	(500.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(500.00)
603	04/15/11	(603.00)	Withdrawal		New Orleans, LA		BoFA x6446	(603.00)
604	04/18/11	(503.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(503.00)
605	04/18/11	(503.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(503.00)
606	04/18/11	(403.25)	Withdrawal		Denver, CO		BoFA x6446	(403.25)
607	04/18/11	(263.25)	Withdrawal		Denver, CO		BoFA x6446	(263.25)
608	04/21/11	(555.63)	Withdrawal		London		BoFA x6446	(555.63)
609	04/25/11	(782.50)	Withdrawal		Las Vegas, NV		BoFA x6446	(782.50)
610	04/28/11	(782.75)	Cash "Red Rock Withdrawal"		Las Vegas, NV		BoFA x6446	(782.75)
611	05/03/11	(3,500.00)	Cash	1043		Cherry Hill, VA	WF x5397	(3,500.00)
612	05/03/11	(803.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
613	05/04/11	(403.00)	Withdrawal		FL, Leesburg, FL		BoFA x6446	(403.00)
614	05/09/11	(803.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
615	05/10/11	(1,500.00)	Cash	1049			WF x5397	(1,500.00)
616	05/12/11	(501.50)	ATM Withdrawal		Chicago, IL		WF x5397	(501.50)
617	05/12/11	(501.50)	Withdrawal		O'Hare Airport - Chicago, IL		BoFA x6446	(501.50)
618	05/13/11	(2,200.00)	Withdrawal				WF x5397	(2,200.00)
619	05/23/11	(503.00)	Withdrawal		Cherry Hill, VA		BoFA x6446	(503.00)
620	05/23/11	(580.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(580.00)
621	05/27/11	(502.50)	ATM Withdrawal		Beverly Hills, CA		WF x5397	(502.50)
622	05/27/11	(302.50)	ATM Withdrawal		Beverly Hills, CA		WF x5397	(302.50)
623	05/31/11	(500.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(500.00)
624	05/31/11	(500.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(500.00)
625	05/31/11	(300.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(300.00)
626	05/31/11	(300.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(300.00)
627	06/03/11	(803.00)	Withdrawal		Denver, CO		BoFA x6446	(803.00)
628	06/06/11	(2,000.00)	Cash "ATM withdrawal from Chk 6446"		Ingleside, CA		BoFA x6446	(2,000.00)
629	06/08/11	(403.00)	Withdrawal		Denver, CO		BoFA x6446	(403.00)
630	06/09/11	(503.00)	Withdrawal		Denver, CO		BoFA x6446	(503.00)
631	06/25/11	(500.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(500.00)
632	06/27/11	(703.00)	Chase Withdrawal		Denver, CO		BoFA x6446	(703.00)
633	06/29/11	(2,500.00)	Cash "ATM withdrawal from Chk 6446"		Hawthorne, CA		BoFA x6446	(2,500.00)
634	06/29/11	(700.00)	ATM Withdrawal		O'Hare-Concourse - Chicago, IL		BoFA x6446	(700.00)
635	06/27/11	(272.26)	Emirates Bank Withdrawal		Dubai		BoFA x6446	(272.26)
636	06/28/11	(479.64)	Withdrawal		London		BoFA x6446	(479.64)
637	07/05/11	(500.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(500.00)
638	07/07/11	(603.00)	Withdrawal		Dallas, VA		BoFA x6446	(603.00)
639	07/07/11	(603.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(603.00)
640	07/11/11	(803.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
641	07/13/11	(503.00)	Withdrawal		Denver, CO		BoFA x6446	(503.00)
642	07/18/11	(403.00)	ATM Withdrawal		Hollywood CA		WF x5397	(403.00)
643	07/22/11	(200.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(200.00)
644	07/26/11	(202.95)	ATM Withdrawal		Los Angeles, CA		WF x5397	(202.95)
645	07/26/11	(403.00)	Withdrawal		Denver, CO		BoFA x6446	(403.00)
646	07/28/11	(203.95)	Withdrawal		Vail, CO		BoFA x6446	(203.95)
647	08/03/11	(803.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
648	08/02/11	(500.10)	ATM Withdrawal		Singapore		WF x5397	(500.10)
649	08/03/11	(415.87)	DBS Bank Orchard Tower - Cash Advance		Singapore	Singapore Dollars	AMEX 5-723003	(415.87)
650	08/08/11	(246.73)	Withdrawal		Singapore		BoFA x6446	(246.73)
651	08/16/11	(803.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
652	08/19/11	(500.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(500.00)
653	08/22/11	(803.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
654	08/25/11	(300.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(300.00)
655	08/26/11	(782.50)	Withdrawal		Las Vegas, NV		BoFA x6446	(782.50)
656	08/29/11	(703.00)	Withdrawal		Denver, CO		BoFA x6446	(703.00)
657	09/01/11	(800.00)	Withdrawal		Hawthorne, CA		BoFA x6446	(800.00)
658	09/06/11	(202.80)	ATM Withdrawal		Beverly Hills, CA		WF x5397	(202.80)
659	09/06/11	(300.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(300.00)

Kapriel v. Kapriel
Las Vegas, Nevada

WITHDRAWALS (SORTED BY DATE)

EXHIBIT 2

Please refer to Arithem's December 15, 2015 report.

Ref	Date	Unmatched Amounts	Description				Cylinder	
			Source / Use	Check Number	Location	Notes	Account	Amount
660	09/06/11	(589.97)	Withdrawal		NH-Airport Plaza, Namburg		BoFA #6446	(589.97)
661	09/08/11	(802.50)	Withdrawal		Las Vegas, NV		BoFA #6446	(802.50)
662	09/12/11	(500.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(500.00)
663	09/13/11	(400.00)	ATM Withdrawal		Denver, CO		WF #5397	(400.00)
664	09/14/11	(500.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(500.00)
665	09/15/11	(800.00)	Withdrawal		Denver, CO		BoFA #6446	(800.00)
666	09/19/11	(800.00)	ATM Withdrawal		Fountain Valley, CA		BoFA #6446	(800.00)
667	09/22/11	(802.50)	Clark County C Withdrawal		Las Vegas, NV		BoFA #6446	(802.50)
668	09/23/11	(975.00)	Withdrawal				System 2 #5202	(975.00)
669	09/25/11	(303.00)	ATM Withdrawal		Hawthorne, CA		WF #5397	(303.00)
670	09/26/11	(800.00)	Withdrawal		Denver, CO		BoFA #6446	(800.00)
671	09/27/11	(30,000.00)	Withdrawal				System 2 #5673	(30,000.00)
672	10/03/11	(500.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(500.00)
673	10/05/11	(800.00)	Withdrawal		Las Vegas - Air, Las Vegas, NV		BoFA #6446	(800.00)
674	10/04/11	(2,750.00)	CA Tr cash withdrawal from Chk 6446		Century City, CA		BoFA #6446	(2,750.00)
675	10/12/11	(800.00)	Withdrawal		Manhattan Beach, CA		BoFA #6446	(800.00)
676	10/12/11	(302.00)	De - Withdrawal		Denver, CO		BoFA #6446	(302.00)
677	10/12/11	(502.00)	De - Withdrawal		Denver, CO		BoFA #6446	(502.00)
678	10/17/11	(102.50)	ATM Withdrawal		Los Angeles, CA		WF #5397	(102.50)
679	10/17/11	(102.50)	ATM Withdrawal		Los Angeles, CA		WF #5397	(102.50)
680	10/23/11	(403.00)	Cash Advance Transaction		Hawthorne, CA		AMEX S-723003	(403.00)
681	10/24/11	(403.00)	ATM Withdrawal		Hawthorne, CA		WF #5397	(403.00)
682	10/25/11	(208.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(208.00)
683	10/25/11	(203.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(203.00)
684	10/27/11	(500.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(500.00)
685	10/28/11	(500.00)	ATM Withdrawal		Hawthorne, CA		WF #5397	(500.00)
686	10/31/11	(403.00)	ATM Withdrawal		CA		WF #5397	(403.00)
687	11/02/11	(300.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(300.00)
688	11/02/11	(602.50)	Direct Pay - Withdrawal		Newbury Park, CA		BoFA #6446	(602.50)
689	11/04/11	(500.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(500.00)
690	11/07/11	(203.00)	Walgreens - Withdrawal		Green Bay, WI		BoFA #6446	(203.00)
691	11/07/11	(203.00)	Walgreens - Withdrawal		Green Bay, WI		BoFA #6446	(203.00)
692	11/09/11	(402.00)	7-11 - Withdrawal		Philadelphia, PA		BoFA #6446	(402.00)
693	11/10/11	(402.00)	7-11 - Withdrawal		Philadelphia, PA		BoFA #6446	(402.00)
694	11/14/11	(303.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(303.00)
695	11/14/11	(803.00)	Wells Fargo - Withdrawal		Los Angeles, CA		BoFA #6446	(803.00)
696	11/18/11	(202.75)	ATM Withdrawal		Hollywood, CA		WF #5397	(202.75)
697	11/18/11	(303.25)	Huett Agency - Withdrawal		Burlingame, CA		BoFA #6446	(303.25)
698	11/18/11	(303.25)	Huett Agency - Withdrawal		Burlingame, CA		BoFA #6446	(303.25)
699	11/21/11	(64.00)	ATM Withdrawal		Alhambra, CA		System 2 #5665	(64.00)
700	11/21/11	(3,000.00)	CA Tr cash withdrawal from Chk 6446		San Francisco, CA		BoFA #6446	(3,000.00)
701	11/23/11	(302.50)	First Republic				BoFA #6446	(302.50)
702	11/23/11	(803.00)	Wells Fargo - Withdrawal		Denver, CO		BoFA #6446	(803.00)
703	11/25/11	(2,200.00)	CA Tr cash withdrawal from Chk 6446		Manhattan Village, CA		BoFA #6446	(2,200.00)
704	11/26/11	(203.00)	ATM Withdrawal		Washington DC		BoFA #6446	(203.00)
705	11/29/11	(202.00)	Rto Carlson Withdrawal		Washington DC		BoFA #6446	(202.00)
706	11/29/11	(203.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(203.00)
707	11/29/11	(300.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(300.00)
708	11/29/11	(667.50)	Withdrawal		Duba, Flugh, Tern		BoFA #6446	(667.50)
709	11/29/11	(395.83)	Withdrawal		Muenchen		BoFA #6446	(395.83)
710	11/29/11	(800.00)	Chase - Withdrawal		Denver, CO		BoFA #6446	(800.00)
711	11/29/11	(1,500.00)	CA Tr cash withdrawal from Chk 6446		San Francisco, CA		BoFA #6446	(1,500.00)
712	01/05/12	(208.00)	ATM Withdrawal		San Diego, CA		WF #5397	(208.00)
713	01/05/12	(308.00)	ATM Withdrawal		Studio City, CA		WF #5397	(308.00)
714	01/05/12	(500.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(500.00)
715	01/04/12	(803.00)	Chase - Withdrawal		Denver, CO		BoFA #6446	(803.00)
716	01/05/12	(800.00)	Chase - Withdrawal		Denver, CO		BoFA #6446	(800.00)
717	01/09/12	(203.00)	Chase - Withdrawal		Castle Rock, CO		BoFA #6446	(203.00)
718	01/10/12	(800.00)	Chase - Withdrawal		Denver, CO		BoFA #6446	(800.00)
719	01/12/12	(801.50)	Wells Fargo - Withdrawal		San Francisco, CA		BoFA #6446	(801.50)
720	01/17/12	(300.00)	ATM Withdrawal		Las Vegas, NV		WF #5397	(300.00)
721	01/17/12	(802.50)	Clark County C Withdrawal		Las Vegas, NV		BoFA #6446	(802.50)
722	01/24/12	(500.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(500.00)
723	01/23/12	(303.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(303.00)
724	01/23/12	(500.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(500.00)
725	01/26/12	(202.00)	ATM Withdrawal		Segundo, CA		WF #5397	(202.00)
726	01/26/12	(1,004.95)	Gca "Wynn Las Vegas - Withdrawal				BoFA #6446	(1,004.95)
727	01/30/12	(500.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(500.00)
728	01/31/12	(800.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA #6446	(800.00)
729	02/03/12	(500.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(500.00)
730	02/06/12	(500.00)	ATM Withdrawal		Westchester, CA		WF #5397	(500.00)
731	02/06/12	(802.50)	Clark County C Withdrawal		Las Vegas, NV		BoFA #6446	(802.50)
732	02/10/12	(1,700.00)	CA Tr cash withdrawal from Chk 6446		Hawthorne, CA		BoFA #6446	(1,700.00)
733	02/13/12	(600.00)	ATM Withdrawal		Los Angeles, CA		BoFA #6446	(600.00)
734	02/16/12	(101.54)	Withdrawal				BoFA #6446	(101.54)
735	02/21/12	(801.50)	Chase - Withdrawal		San Francisco, CA		BoFA #6446	(801.50)
736	02/21/12	(398.13)	Withdrawal				BoFA #6446	(398.13)
737	02/23/12	(803.75)	Gca "Red Rock Withdrawal				BoFA #6446	(803.75)
738	02/24/12	(100.00)	Chase - Withdrawal				BoFA #6446	(100.00)

Kogal v. Kogal
Las Vegas, Nevada

WITHDRAWALS (SORTED BY DATE)

Please refer to Anthon's December 25, 2015 report.

EXHIBIT 3

Ref	Date	Unreconciled Amounts	Description				Outflows	
			Source / Use	Check Number	Location	Notes	Account	Amount
739	02/29/12	(801.00)	Withdrawal		Denver, CO		BoFA x6446	(801.00)
740	03/02/12	(802.50)	Clark County C Withdrawal		Las Vegas, NV		BoFA x6446	(802.50)
741	03/08/12	(403.00)	Cash Advance Transaction		Vanderbilt Beach, FL		AMEX S-723003	(403.00)
742	03/12/12	(802.50)	Clark County C Withdrawal		Las Vegas, NV		BoFA x6446	(802.50)
743	03/13/12	(701.50)	Clark County C Withdrawal		Las Vegas, NV		BoFA x6446	(702.50)
744	03/16/12	(603.00)	Wells Fargo - Withdrawal		Los Angeles, CA		BoFA x6446	(603.00)
745	03/19/12	(2,004.99)	Sea *Mandalay Bay - Withdrawal		Las Vegas, NV		BoFA x6446	(2,004.99)
746	03/22/12	(803.00)	Wells Fargo - McCarran - Withdrawal				BoFA x6446	(803.00)
747	03/27/12	(703.00)	Chase - Withdrawal		Denver, CO		BoFA x6446	(703.00)
748	03/29/12	(603.00)	ATM Withdrawal		Austin, TX		BoFA x6446	(603.00)
749	04/02/12	(403.00)	Cardtronics - Withdrawal		Boston, MA		BoFA x6446	(403.00)
750	04/03/12	(215.81)	Wells Fargo Bank - Withdrawal		Robertsburg, OH		BoFA x6446	(215.81)
751	04/06/12	(803.00)	Wells Fargo Bn - Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
752	04/12/12	(804.00)	Wells Fargo Withdrawal - Dr Cabazon		CA		BoFA x6446	(804.00)
753	04/18/12	(803.00)	Chase - Withdrawal		Denver, CO		BoFA x6446	(803.00)
754	04/20/12	(700.00)	ATM Withdrawal - O'Hare - United		Chicago, IL		BoFA x6446	(700.00)
755	04/26/12	(310.00)	ATM Withdrawal		Hawthorne, CA		Systems B x5665	(310.00)
756	04/30/12	(403.00)	Cardtronics - Withdrawal		Nashville, TN		BoFA x6446	(403.00)
757	04/30/12	(403.00)	Cardtronics - Withdrawal		Nashville, TN		BoFA x6446	(403.00)
758	04/30/12	(403.00)	Cardtronics - Withdrawal		Nashville, TN		BoFA x6446	(403.00)
759	05/04/12	(803.00)	Wells Fargo Bn - Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
760	05/07/12	(802.50)	Clark County Withdrawal		Las Vegas, NV		BoFA x6446	(802.50)
761	05/08/12	(402.00)	Du - Withdrawal		Aurora, CO		BoFA x6446	(402.00)
762	05/10/12	(1,500.00)	CA Tr cash withdrawal from Chk 6446		Fairfax, CA		BoFA x6446	(1,500.00)
763	05/16/12	(602.00)	Withdrawal - Public Service Co		Denver, CO		BoFA x6446	(602.00)
764	05/21/12	(803.00)	Blackhawk ATM Withdrawal		San Francisco, CA		BoFA x6446	(803.00)
765	05/22/12	(1,025.36)	Withdrawal		Frankfurt Spars - Alipon		BoFA x6446	(1,025.36)
766	05/29/12	(60.00)	ATM Withdrawal		Hawthorne, CA		Systems B x5665	(60.00)
767	05/29/12	(803.00)	Wells Fargo Bn - Withdrawal		Denver, CO		BoFA x6446	(803.00)
768	05/29/12	(100.00)	Withdrawal				Systems B x5665	(100.00)
769	05/31/12	(402.50)	Withdrawal - O'Hare Airport		Chicago, IL		BoFA x6446	(402.50)
770	06/06/12	(803.00)	Wells Fargo Bn - Withdrawal		Denver, CO		BoFA x6446	(803.00)
771	06/13/12	(403.50)	Bank of Choice - Withdrawal		Denver, CO		BoFA x6446	(403.50)
772	06/13/12	(503.00)	Wells Fargo Bn - Withdrawal		Los Angeles, CA		BoFA x6446	(503.00)
773	06/18/12	(1,002.50)	Clark County Withdrawal		Las Vegas, NV		BoFA x6446	(1,002.50)
774	06/21/12	(703.00)	Chase - Withdrawal		Denver, CO		BoFA x6446	(703.00)
775	07/02/12	(503.00)	Comerica Bank - Withdrawal		Hollywood, CA		BoFA x6446	(503.00)
776	07/05/12	(202.00)	Withdrawal		Denver, CO		BoFA x6446	(202.00)
777	07/05/12	(502.00)	Withdrawal		Denver, CO		BoFA x6446	(502.00)
778	07/06/12	(503.00)	Cash Advance Transaction		Los Angeles, CA		AMEX S-723003	(503.00)
779	07/09/12	(396.26)	Withdrawal		Beijing		BoFA x6446	(396.26)
780	07/11/12	(158.64)	ATM Withdrawal		Shenyang		BoFA x6446	(158.64)
781	07/16/12	(403.00)	ATM Withdrawal				Systems B x5665	(403.00)
782	07/16/12	(803.00)	Wells Fargo Bn - Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
783	07/16/12	(393.98)	Withdrawal		Singapore		BoFA x6446	(393.98)
784	07/20/12	(803.00)	Chase - Withdrawal		Denver, CO		BoFA x6446	(803.00)
785	07/20/12	(60.00)	Withdrawal				Systems B x5665	(60.00)
786	07/24/12	(804.00)	Cash Advance Transaction		Las Vegas, NV		AMEX S-723003	(804.00)
787	07/26/12	(603.00)	Bank of the West Withdrawal		Los Angeles, CA		BoFA x6446	(603.00)
788	07/27/12	(802.50)	Clark County Withdrawal		Las Vegas, NV		BoFA x6446	(802.50)
789	07/31/12	(803.00)	Chase Withdrawal		Denver, CO		BoFA x6446	(803.00)
790	08/01/12	(403.00)	Security Serv - Withdrawal		Denver, CO		BoFA x6446	(403.00)
791	08/03/12	(503.00)	Wells Fargo Bn - Withdrawal		Los Angeles, CA		BoFA x6446	(503.00)
792	08/07/12	(543.00)	Cash Advance Transaction		Los Angeles, CA		AMEX S-723003	(543.00)
793	08/09/12	(700.00)	ATM Withdrawal		Los Angeles, CA		BoFA x6446	(700.00)
794	08/15/12	(803.00)	Security Serv - Withdrawal		Denver, CO		BoFA x6446	(803.00)
795	08/16/12	(202.50)	Withdrawal		Denver, CO		BoFA x6446	(202.50)
796	08/17/12	(2,000.00)	CA Tr cash withdrawal from Chk 6446		La Tijera, CA		BoFA x6446	(2,000.00)
797	08/19/12	(403.00)	Cash Advance Transaction		Malibu, CA		AMEX S-723003	(403.00)
798	08/23/12	(803.00)	Security Serv - Withdrawal		Denver, CO		BoFA x6446	(803.00)
799	08/26/12	(803.00)	Cash Advance Transaction		Los Angeles, CA		AMEX S-723003	(803.00)
800	08/27/12	(2,000.00)	CA Tr cash withdrawal from Chk 6446		Claremont, CA		BoFA x6446	(2,000.00)
801	08/28/12	(803.00)	Wells Fargo Bn - Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
802	08/31/12	(803.00)	Wells Fargo Bn - Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
803	09/05/12	(803.00)	Wells Fargo Bn - Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
804	09/12/12	(202.50)	Cardtronics - Withdrawal		Denver, CO		BoFA x6446	(202.50)
805	09/12/12	(402.50)	Cardtronics - Withdrawal		Denver, CO		BoFA x6446	(402.50)
806	09/17/12	(800.00)	Blackhawk ATM Withdrawal		Los Angeles, CA		BoFA x6446	(800.00)
807	09/20/12	(803.00)	Security Serv - Withdrawal		Denver, CO		BoFA x6446	(803.00)
808	09/27/12	(803.00)	Chase Withdrawal		Denver, CO		BoFA x6446	(803.00)
809	10/01/12	(1,200.00)	CA Tr cash withdrawal from Chk 6446		El Segundo, CA		BoFA x6446	(1,200.00)
810	10/08/12	(203.00)	US Bank - Withdrawal		Denver, CO		BoFA x6446	(203.00)
811	10/09/12	(503.00)	US Bank - Withdrawal		Denver, CO		BoFA x6446	(503.00)
812	10/14/12	(603.00)	Cash Advance Transaction		Los Angeles, CA		AMEX S-723003	(603.00)
813	10/18/12	(803.00)	Chase Withdrawal		Denver, CO		BoFA x6446	(803.00)
814	10/22/12	(803.00)	Wells Fargo Bn - Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
815	10/23/12	(599.00)	Wells Fargo Bn - Withdrawal		Denver, CO		BoFA x6446	(599.00)
816	10/29/12	(803.00)	Wells Fargo Bn - Withdrawal		Denver, CO		BoFA x6446	(803.00)
817	11/04/12	(803.00)	Cash Advance Transaction		Los Angeles, CA		AMEX S-723003	(803.00)
818	11/06/12	(803.00)	Security Serv - Withdrawal		Denver, CO		BoFA x6446	(803.00)
819	11/06/12	(803.00)	Security Serv - Withdrawal		Denver, CO		BoFA x6446	(803.00)
820	11/14/12	(803.00)	Chase Withdrawal		Denver, CO		BoFA x6446	(803.00)
821	11/15/12	(803.00)	Wells Fargo Bn - Withdrawal		Denver, CO		BoFA x6446	(803.00)
822	11/28/12	(603.00)	Cash Advance Transaction		Los Angeles, CA		AMEX S-723003	(603.00)

Kapachy, Kapod
Las Vegas, Nevada

WITHDRAWALS (SORTED BY DATE)

EXHIBIT 3

Please refer to Andrew's December 15, 2015 report.

Ref	Date	Unreconciled Amounts	Description				Outflows	
			Source / Use	Check Number	Location	Notes	Account	Amount
823	11/26/12	(808.00)	Wells Fargo Bn - Withdrawal		Los Angeles, CA		BoFA x6446	(808.00)
824	11/28/12	(205.00)	Columbus Data - Withdrawal		Denver, CO		BoFA x6446	(205.00)
825	11/28/12	(505.00)	Columbus Data - Withdrawal		Denver, CO		BoFA x6446	(505.00)
826	11/29/12	(205.00)	Columbus Data - Withdrawal		Denver, CO		BoFA x6446	(205.00)
827	11/29/12	(505.00)	Columbus Data - Withdrawal		Denver, CO		BoFA x6446	(505.00)
828	12/05/12	(203.00)	Martini W. Fit - Withdrawal		Baltimore, MD		BoFA x6446	(203.00)
829	12/06/12	(203.00)	Ritz Carlton Withdrawal		Washington, DC		BoFA x6446	(203.00)
830	12/07/12	(402.95)	Cardtronics - Withdrawal		DuRe, VA		BoFA x6446	(402.95)
831	12/12/12	(503.00)	Cash Advance Transaction		New York, New York		AMEX 5-723003	(503.00)
832	12/13/12	(800.00)	BoFA America ATM Withdrawal		New York, NY		BoFA x6446	(800.00)
833	12/17/12	(300.00)	Security Serv - Withdrawal		Denver, CO		BoFA x6446	(300.00)
834	12/17/12	(808.00)	Chase Withdrawal		Los Angeles, CA		BoFA x6446	(808.00)
835	12/24/12	(1,750.00)	CA Tr cash withdrawal from Chk 6446		San Vicente, CA		BoFA x6446	(1,750.00)
836	01/07/13	(402.00)	Cardtronics - Withdrawal		Englewood, CO		BoFA x6446	(402.00)
837	01/10/13	(808.00)	Security Serv - Withdrawal		Denver, CO		BoFA x6446	(808.00)
838	01/18/13	(563.00)	Chase Withdrawal		Denver, CO		BoFA x6446	(563.00)
839	01/23/13	(801.50)	Withdrawal		Chicago, IL		BoFA x6446	(801.50)
840	01/30/13	(808.00)	Chase Withdrawal		Chicago, IL		BoFA x6446	(808.00)
841	02/06/13	(403.50)	Cardtronics - Withdrawal		Grapevine, TX		BoFA x6446	(403.50)
842	02/08/13	(403.50)	Cardtronics - Withdrawal		Grapevine, TX		BoFA x6446	(403.50)
843	02/12/13	(803.00)	Wells Fargo Bn - Withdrawal		Denver, CO		BoFA x6446	(803.00)
844	02/21/13	(202.50)	Hyatt Regency - Withdrawal		Scottsdale, AZ		BoFA x6446	(202.50)
845	02/21/13	(202.50)	Hyatt Regency - Withdrawal		Scottsdale, AZ		BoFA x6446	(202.50)
846	02/21/13	(202.50)	Hyatt Regency - Withdrawal		Scottsdale, AZ		BoFA x6446	(202.50)
847	02/27/13	(608.00)	Cash Advance Transaction		Los Angeles, CA		AMEX 5-723003	(608.00)
848	03/03/13	(883.00)	Columbus Data - Withdrawal		Las Vegas, NV		BoFA x6446	(883.00)
849	03/05/13	(201.95)	Four Seasons Withdrawal		Denver, CO		BoFA x6446	(201.95)
850	03/13/13	(860.00)	BoFA America ATM Withdrawal		Los Angeles, CA		BoFA x6446	(860.00)
851	03/18/13	(308.75)	Cash Advance Transaction		Hollywood, CA		AMEX 5-723003	(308.75)
852	03/20/13	(203.50)	Hyatt Regency - Withdrawal		Los Angeles, CA		BoFA x6446	(203.50)
853	03/22/13	(808.00)	Union Bank Withdrawal		Fountain Valley, CA		BoFA x6446	(808.00)
854	03/27/13	(803.00)	Wells Fargo Bn - Withdrawal		Denver, CO		BoFA x6446	(803.00)
855	04/03/13	(503.00)	Security Serv - Withdrawal		Denver, CO		BoFA x6446	(503.00)
856	04/11/13	(803.00)	Wells Fargo Bn - Withdrawal		Denver, CO		BoFA x6446	(803.00)
857	04/23/13	(208.50)	Hyatt Regency - Withdrawal		Denver, CO		BoFA x6446	(208.50)
858	04/24/13	(508.00)	Wells Fargo Bn - Withdrawal		Denver, CO		BoFA x6446	(508.00)
859	04/29/13	(508.00)	Firstbank Colo - Withdrawal		Denver, CO		BoFA x6446	(508.00)
860	05/07/13	(603.00)	Security Serv - Withdrawal		Denver, CO		BoFA x6446	(603.00)
861	05/10/13	(843.00)	Security Serv - Withdrawal		Denver, CO		BoFA x6446	(843.00)
862	05/14/13	(308.00)	Withdrawal		Denver, CO		BoFA x6446	(308.00)
863	05/17/13	(303.00)	Columbus Data - Withdrawal		Las Vegas, NV		BoFA x6446	(303.00)
864	05/20/13	(407.23)	HSBC - Withdrawal - Airport		Shanghai		BoFA x6446	(407.23)
865	05/21/13	(407.23)	Shanghai - Withdrawal		Shanghai		BoFA x6446	(407.23)
866	05/24/13	(202.55)	Conema Plaza - Withdrawal		Mundelein, IL		BoFA x6446	(202.55)
867	05/29/13	(203.50)	Hyatt Regency - Withdrawal		Denver, CO		BoFA x6446	(203.50)
868	05/05/13	(203.50)	Doubletree Cla Withdrawal		Las Vegas, NV		BoFA x6446	(203.50)
869	05/06/13	(603.00)	Security Serv - Withdrawal		Denver, CO		BoFA x6446	(603.00)
870	06/18/13	(300.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(300.00)
871	06/24/13	(300.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(300.00)
872	06/24/13	(803.00)	Wells Fargo Bn - Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
873	06/29/13	(503.00)	Cash Advance Transaction		Los Angeles, CA		AMEX 5-723003	(503.00)
874	07/01/13	(503.00)	Wells Fargo Bn - Withdrawal		Albuquerque, NM		BoFA x6446	(503.00)
875	07/02/13	(700.00)	BoFA America ATM Withdrawal		Phoenix, AZ		BoFA x6446	(700.00)
876	07/14/13	(303.00)	Cash Advance Transaction		Avalon, CA		AMEX 5-723003	(303.00)
877	07/16/13	(803.00)	Wells Fargo Bn - Withdrawal		Denver, CO		BoFA x6446	(803.00)
878	07/18/13	(208.50)	Wail Valley JE - Withdrawal		Gypsum, CO		BoFA x6446	(208.50)
879	07/24/13	(783.00)	Security Serv - Withdrawal		Denver, CO		BoFA x6446	(783.00)
880	07/29/13	(202.55)	ATM Withdrawal		Hakusong Beach, CA		WF x5397	(202.55)
881	07/31/13	(208.50)	PAI ATM - Withdrawal		Tampa, FL		BoFA x6446	(208.50)
882	07/31/13	(203.50)	PAI ATM - Withdrawal		Tampa, FL		BoFA x6446	(203.50)
883	08/02/13	(802.00)	Cash Advance Transaction		Los Angeles, CA		AMEX 5-723003	(802.00)
884	08/05/13	(460.00)	ATM Withdrawal		Malibu, CA		WF x5397	(460.00)
885	08/05/13	(402.95)	Ritz Carlton Withdrawal		Phoenix, AZ		BoFA x6446	(402.95)
886	08/07/13	(508.75)	Four Seasons Withdrawal		Las Vegas, NV		BoFA x6446	(508.75)
887	08/08/13	(402.75)	ATM Withdrawal		Four Seasons LV, NV		WF x5397	(402.75)
888	08/12/13	(203.00)	ATM Withdrawal		Beaumont, CA		WF x5397	(203.00)
889	08/12/13	(402.95)	ACT 7-11 - Withdrawal		Los Angeles, CA		BoFA x6446	(402.95)
890	08/14/13	(402.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(402.00)
891	08/14/13	(602.00)	Cash Advance Transaction		Los Angeles, CA		AMEX 5-723003	(602.00)
892	08/15/13	(202.95)	Surf and Sands - Withdrawal		Laguna Beach, CA		BoFA x6446	(202.95)
893	08/15/13	(202.95)	Surf and Sands - Withdrawal		Laguna Beach, CA		BoFA x6446	(202.95)
894	08/16/13	(508.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(508.00)
895	08/16/13	(42.75)	Cardtronics - Withdrawal		Laguna Beach, CA		BoFA x6446	(42.75)
896	08/16/13	(202.75)	Cardtronics - Withdrawal		Laguna Beach, CA		BoFA x6446	(202.75)
897	08/20/13	(203.50)	Hyatt Regency - Withdrawal		Denver, CO		BoFA x6446	(203.50)
898	08/21/13	(803.00)	Security Serv - Withdrawal		Denver, CO		BoFA x6446	(803.00)
899	08/26/13	(500.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(500.00)
900	08/27/13	(1,600.00)	CA Tr cash withdrawal from Chk 6446		Los Angeles, CA		BoFA x6446	(1,600.00)
901	09/02/13	(603.00)	Cash Advance Transaction		Los Angeles, CA		AMEX 5-723003	(603.00)
902	09/04/13	(363.75)	ATM Withdrawal		Four Seasons LV, NV		WF x5397	(363.75)

WITHDRAWALS (SORTED BY DATE)

EXHIBIT 3

Please refer to Anthem's December 25, 2015 report.

Ref	Date	Unmatched Amounts	Description				Outflows	
			Source / Use	Check Number	Location	Notes	Account	Amount
903	09/09/13	(300.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(300.00)
904	09/09/13	(500.00)	ATM Withdrawal		Marina Del Rey, CA		WF #5397	(500.00)
905	09/09/13	(503.00)	Cash Advance Transaction		Marina Del Rey, CA		AMEX 5-723003	(503.00)
906	09/10/13	(1,500.00)	CA Tr cash withdrawal from Chk 6446				BoFA #6446	(1,500.00)
907	08/17/13	(408.00)	Cardtronics - Withdrawal		Orlando, FL		BoFA #6446	(408.00)
908	08/20/13	(402.95)	ATM Withdrawal		Los Angeles, CA		WF #5397	(402.95)
909	08/24/13	(505.00)	Columbus Data - Withdrawal		Denver, CO		BoFA #6446	(505.00)
910	09/26/13	(503.00)	ATM Withdrawal		Torrance, CA		WF #5397	(503.00)
911	09/29/13	(503.00)	Cash Advance Transaction		Los Angeles, CA		AMEX 5-723003	(503.00)
912	09/30/13	(503.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(503.00)
913	10/03/13	(803.00)	Legacy - Withdrawal		Legacy, CO		BoFA #6446	(803.00)
914	10/07/13	(300.00)	ATM Withdrawal		Sherman Oaks, CA		WF #5397	(300.00)
915	10/07/13	(300.00)	ATM Withdrawal		Marina Del Rey, CA		WF #5397	(300.00)
916	10/07/13	(203.50)	Cardtronics - Withdrawal		Albuquerque, NM		BoFA #6446	(203.50)
917	10/07/13	(342.30)	Zinc Wine Bar and B		Albuquerque, NM		AMEX HD-81006/80-82007	(342.30)
918	10/08/13	(203.50)	Cardtronics - Withdrawal		Albuquerque, NM		BoFA #6446	(203.50)
919	10/08/13	(203.50)	Cardtronics - Withdrawal		Albuquerque, NM		BoFA #6446	(203.50)
920	10/08/13	(102.50)	Gabeon Mart - Withdrawal		Albuquerque, NM		BoFA #6446	(102.50)
921	10/13/13	(1,800.00)	CA Tr cash withdrawal from Chk 6446				BoFA #6446	(1,800.00)
922	10/15/13	(603.00)	Cash Advance Transaction		Torrance, CA		AMEX 5-723003	(603.00)
923	10/15/13	(803.00)	Chase - Withdrawal		Greenwood VIL, CO		BoFA #6446	(803.00)
924	10/19/13	(502.00)	Cash Advance Transaction		Hollywood, CA		AMEX 5-723003	(502.00)
925	10/21/13	(603.00)	Cash Advance Transaction		Engle, CA		AMEX 5-723003	(603.00)
926	10/23/13	(402.95)	Big Carlton Withdrawal		Pigeon, AZ		BoFA #6446	(402.95)
927	10/28/13	(603.00)	Cash Advance Transaction		Torrance, CA		AMEX 5-723003	(603.00)
928	11/07/13	(203.50)	Withdrawal		Atlanta, GA		BoFA #6446	(203.50)
929	11/08/13	(203.50)	PAU ATM - Withdrawal		Atlanta, GA		BoFA #6446	(203.50)
930	11/14/13	(402.95)	Cash Advance Transaction		Huntington Beach, CA		AMEX 5-723003	(402.95)
931	11/14/13	(402.95)	Withdrawal		Huntington Beach, CA		BoFA #6446	(402.95)
932	11/18/13	(603.00)	BoFA America ATM Withdrawal		Phoenix, AZ		BoFA #6446	(603.00)
933	11/19/13	(203.50)	Westin Phoenix - Withdrawal		Phoenix, AZ		BoFA #6446	(203.50)
934	11/19/13	(203.50)	Westin Phoenix - Withdrawal		Phoenix, AZ		BoFA #6446	(203.50)
935	11/24/13	(503.00)	Cash Advance Transaction		Malibu, CA		AMEX 5-723003	(503.00)
936	11/25/13	(612.00)	PAU ATM - Withdrawal		Orlando, FL		BoFA #6446	(612.00)
937	12/02/13	(602.50)	First Republic - Withdrawal		Dulles, VA		BoFA #6446	(602.50)
938	12/04/13	(802.50)	First Republic - Withdrawal		Dulles, VA		BoFA #6446	(802.50)
939	12/06/13	(603.00)	Cash Advance Transaction		Los Angeles, CA		AMEX 5-723003	(603.00)
940	12/10/13	(402.50)	ATM Withdrawal		Repartarboro, NJ		WF #5397	(402.50)
941	12/11/13	(203.50)	Cash Advance Transaction		New York, New York		AMEX 5-723003	(203.50)
942	12/13/13	(202.50)	Cash Advance Transaction		Beverly Hills, CA		AMEX 5-723003	(202.50)
943	12/13/13	(202.50)	Cash Advance Transaction		Beverly Hills, CA		AMEX 5-723003	(202.50)
944	12/14/13	(502.00)	Cash Advance Transaction		Hollywood, CA		AMEX 5-723003	(502.00)
945	12/17/13	(503.00)	ATM Withdrawal		Los Angeles, CA		WF #5397	(503.00)
946	12/19/13	(803.00)	Legacy - Withdrawal		Legacy, CO		BoFA #6446	(803.00)
947	12/19/13	(203.50)	Withdrawal		Denver, CO		BoFA #6446	(203.50)
948	12/20/13	(403.00)	Withdrawal		Phoenix, AZ		BoFA #6446	(403.00)
949	12/24/13	(2,000.00)	CA Tr cash withdrawal from Chk 6446				BoFA #6446	(2,000.00)
950	01/04/14	(502.00)	Cash Advance Transaction				AMEX 5-723003	(502.00)
951	01/06/14	(803.00)	Wells Fargo Bn Withdrawal		Greenwood VIL, CO		BoFA #6446	(803.00)
952	01/18/14	(403.00)	First Republic Withdrawal				BoFA #6446	(403.00)
953	01/21/14	(503.00)	ATM Withdrawal US Bank		Sherman Oaks, CA		WF #5397	(503.00)
954	01/21/14	(403.00)	Cash Advance Transaction		Torrance, CA		AMEX 5-723003	(403.00)
955	01/22/14	(503.00)	Cash Advance Transaction		CA		AMEX 5-723003	(503.00)
956	01/25/14	(502.00)	Cash Advance Transaction		Engle, CA		AMEX 5-723003	(502.00)
957	01/27/14	(400.00)	Cash	1571			WF #5397	(400.00)
958	01/27/14	(603.00)	Cash Advance Transaction		West Hollywood, CA		AMEX 5-723003	(603.00)
959	01/27/14	(203.50)	Withdrawal				BoFA #6446	(203.50)
960	01/28/14	(203.50)	Westin Phoenix Withdrawal				BoFA #6446	(203.50)
961	02/04/14	(802.50)	413 North Cent Withdrawal		Phoenix, AZ		BoFA #6446	(802.50)
962	02/03/14	(403.00)	W of the West		Los Angeles, CA		BoFA #6446	(403.00)
963	02/06/14	(603.00)	Cash Advance Transaction		West Hollywood, CA		AMEX 5-723003	(603.00)
964	02/12/14	(203.50)	ATM Withdrawal		Venice Beach, CA		WF #5397	(203.50)
965	02/13/14	(502.00)	Cash Advance Transaction		Los Angeles, CA		AMEX 5-723003	(502.00)
966	02/14/14	(800.00)	As of America ATM		Los Angeles, CA		BoFA #6446	(800.00)
967	02/18/14	(203.50)	Cardtronics CC Withdrawal		Albuquerque, NM		BoFA #6446	(203.50)
968	02/21/14	(303.00)	ATM Withdrawal		Hollywood, CA		WF #5397	(303.00)
969	02/24/14	(300.00)	ATM Withdrawal		Hollywood, CA		WF #5397	(300.00)
970	02/25/14	(203.95)	ATM Withdrawal		Beverly Hills, CA		WF #5397	(203.95)

Kogod v. Kogod
Las Vegas, Nevada

WITHDRAWALS (SORTED BY DATE)

Please refer to Anthony's December 15, 2015 report.

EXHIBIT 3

Ref	Date	Unmatched Amounts	Description				Outflows	
			Source / Use	Check Number	Location	Notes	Account	Amount
971	02/25/14	(502.00)	Cash Advance Transaction		CA		AMEX S-723003	(502.00)
972	02/27/14	(400.00)	ATM Withdrawal		Hollywood CA		WF x5397	(400.00)
973	03/02/14	(503.00)	Cash Advance Transaction		CA		AMEX S-723003	(503.00)
974	03/03/14	(302.95)	ATM Withdrawal		Hollywood CA		WF x5397	(302.95)
975	03/03/14	(503.00)	Cash Advance Transaction		West Hollywood, CA		AMEX S-723003	(503.00)
976	03/03/14	(403.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(403.00)
977	03/06/14	(502.00)	3500 Pena Blvd		Denver, CO		BoFA x6446	(502.00)
978	03/06/14	(302.00)	3500 Pena Blvd		Denver, CO		BoFA x6446	(302.00)
979	03/12/14	(203.50)	Valley Valley		Gypsum, CO		BoFA x6446	(203.50)
980	03/13/14	(403.00)	Cash Advance Transaction		CA		AMEX S-723003	(403.00)
981	03/17/14	(503.00)	Cash Advance Transaction		CA		AMEX S-723003	(503.00)
982	03/19/14	(503.75)	Cash Advance Transaction		Los Vegas NV		AMEX S-723003	(503.75)
983	03/20/14	(700.00)	Bk of America ATM		Encino, CA		BoFA x6446	(700.00)
984	03/24/14	(565.62)	OCBC Withdrawal		Singapore		BoFA x6446	(565.62)
985	03/24/14	(331.54)	OCBC Withdrawal		Singapore		BoFA x6446	(331.54)
986	03/26/14	(502.00)	Cash Advance Transaction		Los Angeles, CA		AMEX S-723003	(502.00)
987	03/28/14	(503.00)	ATM Withdrawal		Encino, CA		WF x5397	(503.00)
988	03/28/14	(403.00)	Cash Advance Transaction		Encino, CA		AMEX S-723003	(403.00)
989	04/02/14	(503.75)	Cash Advance Transaction		Las Vegas NV		AMEX S-723003	(503.75)
990	04/07/14	(403.00)	ATM Withdrawal		Encino, CA		WF x5397	(403.00)
991	04/07/14	(303.00)	ATM Withdrawal		Encino, CA		WF x5397	(303.00)
992	04/07/14	(203.50)	Withdrawal		Philadelphia, PA		BoFA x6446	(203.50)
993	04/08/14	(503.50)	Citibank Bank Withdrawal		Philadelphia, PA		BoFA x6446	(503.50)
994	04/14/14	(403.00)	ATM Withdrawal		Malibu, CA		WF x5397	(403.00)
995	04/17/14	(502.00)	3500 Pena Blvd		Denver, CO		BoFA x6446	(502.00)
996	04/21/14	(403.00)	ATM Withdrawal		Marina Del Rey, CA		WF x5397	(403.00)
997	04/22/14	(503.00)	Chase Withdrawal		Dallas, TX		BoFA x6446	(503.00)
998	04/24/14	(1,004.99)	Cash Advance Transaction		Las Vegas NV		AMEX S-723003	(1,004.99)
999	04/28/14	(503.00)	First Republic Withdrawal		Dulles, VA		BoFA x6446	(503.00)
1000	04/30/14	(503.00)	Bk of the West withdrawal		Torrance, CA		BoFA x6446	(503.00)
1001	04/30/14	(503.00)	Cash Advance Transaction		Torrance, CA		AMEX S-723003	(503.00)
1002	05/04/14	(796.85)	Cash Advance Transaction				AMEX S-723003	(796.85)
1003	05/05/14	(557.26)	QBS Withdrawal		Orchard Tower		BoFA x6446	(557.26)
1004	05/13/14	(503.00)	Chase Withdrawal		Phoenix, AZ		BoFA x6446	(503.00)
1005	05/15/14	(300.00)	ATM Withdrawal		Encino, CA		WF x5397	(300.00)
1006	05/17/14	(203.00)	Cash Advance Transaction		Los Angeles, CA		AMEX S-723003	(203.00)
1007	05/17/14	(203.00)	Cash Advance Transaction		Los Angeles, CA		AMEX S-723003	(203.00)
1008	05/21/14	(303.25)	ATM Withdrawal		Marina Del Rey, CA		WF x5397	(303.25)
1009	05/23/14	(503.00)	Cash Advance Transaction		Los Angeles, CA		AMEX S-723003	(503.00)
1010	05/23/14	(10.62)	Cash Advance Transaction		Los Angeles, CA		AMEX S-723003	(10.62)
1011	05/27/14	(503.00)	Bk of the West withdrawal		Torrance, CA		BoFA x6446	(503.00)
1012	06/02/14	(109.19)	ING Withdrawal		Amsterdam		BoFA x6446	(109.19)
1013	06/03/14	(403.00)	Cash Advance Transaction		Los Angeles, CA		AMEX S-723003	(403.00)
1014	06/05/14	(300.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(300.00)
1015	06/09/14	(122.15)	ATM Withdrawal		Sherman Oaks, CA		WF x5397	(122.15)
1016	06/09/14	(503.00)	Bk of the West withdrawal		Torrance, CA		BoFA x6446	(503.00)
1017	06/10/14	(502.00)	Cash Advance Transaction		Denver CO		AMEX S-723003	(502.00)
1018	06/13/14	(363.00)	ATM Withdrawal		Marina Del Rey, CA		WF x5397	(363.00)
1019	06/15/14	(503.00)	Cash Advance Transaction		Marina Del Rey, CA		AMEX S-723003	(503.00)
1020	06/17/14	(403.00)	Cash Advance Transaction		Los Angeles, CA		AMEX S-723003	(403.00)
1021	06/19/14	(162.75)	The Marriage R Withdrawal		Napa, CA		BoFA x6446	(162.75)
1022	06/23/14	(805.99)	3950 Las Vegas withdrawal		Las Vegas, NV		BoFA x6446	(805.99)
1023	06/24/14	(202.50)	ATM Withdrawal		Denver, CO		WF x5397	(202.50)
1024	06/26/14	(300.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(300.00)
1025	06/27/14	(203.50)	Cash Advance Transaction				AMEX S-723003	(203.50)
1026	06/28/14	(302.95)	Cash Advance Transaction				AMEX S-723003	(302.95)
1027	07/01/14	(300.00)	ATM Withdrawal		Marina Del Rey, CA		WF x5397	(300.00)
1028	07/05/14	(303.00)	Cash Advance Transaction		West Hollywood, CA		AMEX S-723003	(303.00)
1029	07/10/14	(403.00)	Cash Advance Transaction		Torrance, CA		AMEX S-723003	(403.00)
1030	07/12/14	(703.00)	Cash Advance Transaction		CA		AMEX S-723003	(703.00)
1031	07/17/14	(203.50)	Valley Valley		Gypsum, CO		BoFA x6446	(203.50)
1032	07/17/14	(203.50)	Valley Valley		Gypsum, CO		BoFA x6446	(203.50)
1033	07/19/14	(703.75)	Cash Advance Transaction		Las Vegas NV		AMEX S-723003	(703.75)
1034	07/22/14	(503.00)	Bk of the West withdrawal		Torrance, CA		BoFA x6446	(503.00)
1035	07/25/14	(402.00)	Cash Advance Transaction		Los Angeles, CA		AMEX S-723003	(402.00)
1036	07/29/14	(503.75)	Cash Advance Transaction		Las Vegas NV		AMEX S-723003	(503.75)
1037	08/03/14	(603.00)	Cash Advance Transaction		Los Angeles, CA		AMEX S-723003	(603.00)
1038	08/04/14	(700.00)	Bk of America ATM		Los Angeles, CA		BoFA x6446	(700.00)
1039	08/05/14	(500.00)	Bk of America ATM		Hollywood, CA		BoFA x6446	(500.00)
1040	08/19/14	(503.00)	Cash Advance Transaction		Torrance, CA		AMEX S-723003	(503.00)
1041	08/22/14	(703.25)	Arizona Grand Withdrawal		Phoenix, AZ		BoFA x6446	(703.25)
1042	08/22/14	(503.00)	Chase Withdrawal		Phoenix, AZ		BoFA x6446	(503.00)
1043	08/24/14	(503.00)	Cash Advance Transaction		Van Nuys, CA		AMEX S-723003	(503.00)
1044	08/26/14	(503.75)	Four Seasons withdrawal		Las Vegas, NV		BoFA x6446	(503.75)
1045	09/02/14	(600.00)	Bk of America ATM		Los Angeles, CA		BoFA x6446	(600.00)
1046	09/02/14	(272.26)	Yoma withdrawal		Dubai		BoFA x6446	(272.26)
1047	09/03/14	(503.00)	Cash Advance Transaction		Los Angeles, CA		AMEX S-723003	(503.00)
1048	09/03/14	(10.62)	Cash Advance Transaction		Los Angeles, CA		AMEX S-723003	(10.62)

Kopod v. Kopod
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WITHDRAWALS (SORTED BY DATE)

EXHIBIT 3

Please refer to Andrew's December 15, 2015 report.

Ref	Date	Unmatched Amounts	Description				Outflows	
			Source / Use	Check Number	Location	Notes	Account	Amount
1049	08/04/14	(300.00)	ATM Withdrawal		West Hollywood, CA		WF x5397	(300.00)
1050	09/06/14	(603.00)	Cash Advance Transaction		Marina Del Rey, CA		AMEX S-723003	(603.00)
1051	09/06/14	(503.75)	Four Seasons withdrawal		Las Vegas, NV		BoFA x6446	(503.75)
1052	09/11/14	(200.00)	ATM Withdrawal		Los Angeles, CA		WF x5397	(200.00)
1053	09/25/14	(703.00)	Chase Withdrawal		Scottsdale, AZ		BoFA x6446	(703.00)
1054	09/28/14	(503.00)	Bit of the West withdrawal		Torrance, CA		BoFA x6446	(503.00)
1055	09/29/14	(803.00)	Wells Fargo Bn Withdrawal		Marina Del Rey, CA		BoFA x6446	(803.00)
1056	10/06/14	(603.00)	Chase Withdrawal		Sherman Oaks, CA		BoFA x6446	(603.00)
1057	10/08/14	(100.00)	Cash	1977		birthday	WF x5397	(100.00)
1058	10/09/14	(403.00)	First Republic Withdrawal		San Francisco, CA		BoFA x6446	(403.00)
1059	10/14/14	(500.00)	ATM Withdrawal		El Segundo, CA		WF x5397	(500.00)
1060	10/24/14	(803.00)	Wells Fargo Bn Withdrawal		El Segundo, CA		BoFA x6446	(803.00)
1061	10/22/14	(203.50)	SPA/PI/MOS withdrawal		Colorado Springs, CO		BoFA x6446	(203.50)
1062	10/22/14	(803.00)	Wells Fargo Bn Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
1063	10/24/14	(503.00)	US Bank withdrawal		Encino, CA		BoFA x6446	(503.00)
1064	10/27/14	(303.25)	Cash Advance Transaction		Marina Del Rey, CA		AMEX S-723003	(303.25)
1065	10/29/14	(402.50)	Withdrawal		Provo, UT		BoFA x6446	(402.50)
1066	10/30/14	(803.00)	City National withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
1067	11/03/14	(803.00)	Chase Withdrawal		Malibu, CA		BoFA x6446	(803.00)
1068	11/03/14	(802.00)	Wells Fargo Bn Withdrawal		Los Angeles, CA		BoFA x6446	(802.00)
1069	11/12/14	(402.99)	CT Chevron		Manhattan Beach, CA		BoFA x6446	(402.99)
1070	11/16/14	(503.00)	Cash Advance Transaction		Hollywood, CA		AMEX S-723003	(503.00)
1071	11/17/14	(803.00)	Wells Fargo Bn Withdrawal		Sherman Oaks, CA		BoFA x6446	(803.00)
1072	11/19/14	(1,005.99)	Withdrawal		Las Vegas, NV		BoFA x6446	(1,005.99)
1073	11/23/14	(603.00)	Cash Advance Transaction		Los Angeles, CA		AMEX S-723003	(603.00)
1074	11/24/14	(803.00)	Wells Fargo Bn Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
1075	11/28/14	(300.00)	ATM Withdrawal		Sherman Oaks, CA		WF x5397	(300.00)
1076	12/03/14	(803.00)	Wells Fargo Bn Withdrawal		W. Hollywood, CA		BoFA x6446	(803.00)
1077	12/02/14	(202.50)	SPA/PI/MOS withdrawal		Englewood, CO		BoFA x6446	(202.50)
1078	12/05/14	(300.00)	ATM Withdrawal		Encino, CA		WF x5397	(300.00)
1079	12/06/14	(300.00)	ATM Withdrawal		Sherman Oaks, CA		WF x5397	(300.00)
1080	12/09/14	(202.95)	Cardtronics CC Withdrawal		St. Petersburg, FL		BoFA x6446	(202.95)
1081	12/12/14	(603.00)	Cash Advance Transaction		Marina Del Rey, CA		AMEX S-723003	(603.00)
1082	12/12/14	(803.00)	Wells Fargo Bn Withdrawal		Marina Del Rey, CA		BoFA x6446	(803.00)
1083	12/15/14	(203.00)	Non WF ATM Withdrawal		Los Angeles, CA		WF x5397	(203.00)
1084	12/15/14	(203.00)	Non WF ATM Withdrawal		Los Angeles, CA		WF x5397	(203.00)
1085	12/17/14	(500.00)	ATM Withdrawal		Fountain Valley, CA		WF x5397	(500.00)
1086	12/19/14	(300.00)	ATM Withdrawal		Agoura, CA		WF x5397	(300.00)
1087	12/23/14	(803.00)	Wells Fargo Bn Withdrawal		Westchester, CA		BoFA x6446	(803.00)
1088	12/29/14	(500.00)	ATM Withdrawal		Hollywood, CA		WF x5397	(500.00)
1089	12/29/14	(400.00)	Cash	2082			WF x5397	(400.00)
1090	12/29/14	(803.00)	Chase Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
1091	12/29/14	(803.00)	Wells Fargo Bn Withdrawal		W. Hollywood, CA		BoFA x6446	(803.00)
1092	01/02/15	(302.25)	Cardtronics CC Withdrawal		Los Angeles, CA		BoFA x6446	(302.25)
1093	01/12/15	(100.00)	ATM Withdrawal		Sherman Oaks, CA		WF x5397	(100.00)
1094	01/12/15	(800.00)	Withdrawal		LA Airport		BoFA x6446	(800.00)
1095	01/15/15	(803.00)	Wells Fargo Bn Withdrawal		Colorado Springs, CO		BoFA x6446	(803.00)
1096	01/20/15	(203.49)	JAP withdrawal		Los Angeles, CA		BoFA x6446	(203.49)
1097	01/22/15	(500.00)	Bank of America ATM		Los Angeles, CA		BoFA x6446	(500.00)
1098	01/27/15	(204.00)	W Marriott withdrawal		San Antonio, TX		BoFA x6446	(204.00)
1099	02/02/15	(802.00)	Wells Fargo Bn Withdrawal		Los Angeles, CA		BoFA x6446	(802.00)
1100	02/02/15	(503.95)	Withdrawal		Las Vegas, NV		BoFA x6446	(503.95)
1101	02/09/15	(1,005.99)	3550 Las Vegas withdrawal		Las Vegas, NV		BoFA x6446	(1,005.99)
1102	02/09/15	(300.00)	ATM Withdrawal		Century City, CA		WF x6253	(300.00)
1103	02/09/15	(503.00)	Non-WF ATM Withdrawal		Studio City, CA		WF x6253	(503.00)
1104	02/09/15	(402.50)	Non-WF ATM Withdrawal		Las Vegas, NV		WF x6253	(402.50)
1105	02/17/15	(503.95)	Non-WF ATM Withdrawal		Las Vegas, NV		WF x6253	(503.95)
1106	02/23/15	(503.00)	Chase Withdrawal		Los Angeles, CA		BoFA x6446	(503.00)
1107	02/25/15	(585.99)	3730 Las Vegas withdrawal		Las Vegas, NV		BoFA x6446	(585.99)
1108	03/02/15	(502.00)	Non - WF Withdrawal - Card 0775		Encino, CA		WF x6253	(502.00)
1109	03/04/15	(503.75)	Non - WF ATM Withdrawal - Card 0775		Las Vegas, NV		WF x6253	(503.75)
1110	03/09/15	(600.00)	Bank of America Withdrawal		Encino, CA		BoFA x6446	(600.00)
1111	03/10/15	(385.95)	Withdrawal		Las Vegas, NV		BoFA x6446	(385.95)
1112	03/16/15	(500.00)	ATM Withdrawal - Card 0775		Los Angeles, CA		WF x5397	(500.00)
1113	03/16/15	(203.85)	Withdrawal		Los Angeles, CA		BoFA x6446	(203.85)
1114	03/16/15	(485.99)	Withdrawal		Las Vegas, NV		BoFA x6446	(485.99)
1115	03/20/15	(303.00)	Non - WF ATM Withdrawal - Card 0775		Golden, CA		WF x5397	(303.00)
1116	03/23/15	(503.00)	Withdrawal		Malibu, CA		BoFA x6446	(503.00)
1117	03/27/15	(485.99)	Non - WF ATM Withdrawal - Card 0775		Las Vegas, NV		WF x6253	(485.99)

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WITHDRAWALS (SORTED BY DATE)

Please refer to Apyhem's December 15, 2015 report.

00WMT 3

Ref	Date	Unreconciled Amounts	Description				Outflows	
			Source / Use	Check Number	Location	Notes	Account	Amount
1118	03/28/15	(603.00)	Century City - Cash Advance		Los Angeles, CA		AMEX 5-723003	(603.00)
1119	04/01/15	(483.00)	US Bank Withdrawal		Las Vegas, NV		BoFA x6446	(483.00)
1120	04/06/15	(509.00)	Non-WF Withdrawal		Pacific Palis, CA		WF x5397	(509.00)
1121	04/07/15	(442.75)	Non-WF Withdrawal		Las Vegas, NV		WF x5397	(442.75)
1122	04/13/15	(483.00)	Non-WF Withdrawal		Los Angeles, CA		WF x6253	(483.00)
1123	04/13/15	(485.99)	Non-WF Withdrawal		Las Vegas, NV		WF x6253	(485.99)
1124	04/13/15	(180.00)	Non-WF Withdrawal		Las Vegas, NV		WF x6253	(180.00)
1125	04/17/15	(203.00)	Non-WF Withdrawal		Santa Barbara, CA		WF x6253	(203.00)
1126	04/20/15	(500.00)	Non-WF Withdrawal		Los Angeles, CA		WF x6253	(500.00)
1127	04/22/15	(324.78)	Non-WF Withdrawal		Schaght, NJ		WF x5397	(324.78)
1128	04/22/15	(208.75)	Non-WF Withdrawal		Philadelphia, PA		WF x5397	(208.75)
1129	04/27/15	(485.99)	Non-WF Withdrawal		Las Vegas, NV		WF x6253	(485.99)
1130	05/04/15	(203.75)	Non - WF ATM Withdrawal - Card 0775		Los Angeles, CA		WF x5397	(203.75)
1131	05/04/15	(403.00)	Non - WF ATM Withdrawal - Card 0775		Los Angeles, CA		WF x6253	(403.00)
1132	05/04/15	(403.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(403.00)
1133	05/06/15	(502.00)	Non - WF ATM Withdrawal - Card 0775		Los Angeles, CA		WF x5397	(502.00)
1134	05/12/15	(500.00)	ATM Withdrawal - Card 0775		Enclon, CA		WF x6253	(500.00)
1135	05/14/15	(505.00)	Withdrawal		Dulles, VA		BoFA x6446	(505.00)
1136	05/19/15	(505.99)	Non - WF ATM Withdrawal - Card 0775		Las Vegas, NV		WF x6253	(505.99)
1137	05/20/15	(393.00)	Withdrawal		Las Vegas, NV		BoFA x6446	(393.00)
1138	05/22/15	(300.00)	ATM Withdrawal - Card 0775		Los Angeles, CA		WF x6253	(300.00)
1139	05/26/15	(303.00)	Withdrawal		Beverly Hills, CA		BoFA x6446	(303.00)
1140	05/26/15	(503.00)	Withdrawal		Beverly Hills, CA		BoFA x6446	(503.00)
1141	05/27/15	(120.00)	Cash	2196			WF x5397	(120.00)
1142	05/27/15	(505.99)	Withdrawal		Las Vegas, NV		BoFA x6446	(505.99)
1143	05/29/15	(482.50)	ATM Withdrawal		Las Vegas, NV		WF x6253	(482.50)
1144	05/29/15	(402.75)	Withdrawal		Weywood, CA		BoFA x6446	(402.75)
1145	06/08/15	(303.25)	ATM Withdrawal		Marina Del Rey, CA		WF x5397	(303.25)
1146	06/15/15	(510.00)	ATM Withdrawal		Las Vegas, NV		WF x6253	(510.00)
1147	06/15/15	(483.00)	Wells Fargo Withdrawal		Las Vegas, NV		BoFA x6446	(483.00)
1148	06/20/15	(803.00)	Cash Advance Transaction		Woodland Hills, CA		AMEX 5-723003	(803.00)
1149	06/24/15	(453.96)	ATM Withdrawal				WF x5397	(453.96)
1150	06/26/15	(786.02)	Withdrawal		Degussa, Hamburg	Bank in Germany?	BoFA x6446	(786.02)
1151	06/29/15	(283.00)	Chase Withdrawal		New York, NY		BoFA x6446	(283.00)
1152	07/01/15	(403.00)	Withdrawal		San Francisco, CA		BoFA x6446	(403.00)
1153	07/04/15	(503.00)	Cash Advance Transaction		Los Angeles, CA		AMEX 5-723003	(503.00)
1154	07/06/15	(500.00)	ATM Withdrawal		Los Angeles, CA		WF x6253	(500.00)
1155	07/06/15	(803.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
1156	07/07/15	(500.00)	ATM Withdrawal		Torrance, CA		WF x6253	(500.00)
1157	07/09/15	(203.75)	ATM Withdrawal		Denver, CO		WF x6253	(203.75)
1158	07/15/15	(203.50)	Withdrawal		Gypsum, CA		BoFA x6446	(203.50)
1159	07/15/15	(203.50)	Withdrawal		Gypsum, CA		BoFA x6446	(203.50)
1160	07/20/15	(505.99)	Withdrawal		Las Vegas, NV		BoFA x6446	(505.99)
1161	07/23/15	(203.50)	Withdrawal		Philadelphia, PA		BoFA x6446	(203.50)
1162	07/23/15	(203.50)	Withdrawal		Philadelphia, PA		BoFA x6446	(203.50)
1163	07/27/15	(403.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(403.00)
1164	07/28/15	(503.00)	ATM Withdrawal				WF x6253	(503.00)
1165	08/03/15	(482.75)	Cash Advance Transaction		Las Vegas, NV		AMEX 5-723003	(482.75)
1166	08/03/15	(203.00)	Withdrawal		Beverly Hills, CA		BoFA x6446	(203.00)
1167	08/03/15	(203.00)	Withdrawal		Beverly Hills, CA		BoFA x6446	(203.00)
1168	08/06/15	(202.49)	Withdrawal		Hollywood, CA		BoFA x6446	(202.49)
1169	08/07/15	(503.00)	Cash Advance Transaction		Tarzana, CA		AMEX 5-723003	(503.00)
1170	08/10/15	(220.00)	Cash	2269		Cleaning	WF x5397	(220.00)
1171	08/10/15	(1,000.00)	Cash	2267			WF x5397	(1,000.00)
1172	08/10/15	(803.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(803.00)
1173	08/17/15	(800.00)	Withdrawal		Pasadena, CA		BoFA x6446	(800.00)
1174	08/20/15	(403.00)	Withdrawal		San Francisco, CA		BoFA x6446	(403.00)
1175	08/23/15	(503.00)	Cash Advance Transaction		Santa Monica, CA		AMEX 5-723003	(503.00)
1176	08/28/15	(503.00)	Cash Advance Transaction		Santa Monica, CA		AMEX 5-723003	(503.00)
1177	09/01/15	(202.95)	Cash Advance Transaction		Laguna Beach, CA		AMEX 5-723003	(202.95)
1178	09/03/15	(503.00)	U.S. Bank Withdrawal		Los Angeles, CA		BoFA x6446	(503.00)
1179	09/08/15	(203.00)	Withdrawal		Beverly Hills, CA		BoFA x6446	(203.00)
1180	09/09/15	(203.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(203.00)
1181	09/09/15	(203.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(203.00)
1182	09/14/15	(203.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(203.00)
1183	09/16/15	(309.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(309.00)
1184	09/17/15	(200.00)	Cash	2311			WF x5397	(200.00)
1185	09/21/15	(200.00)	Cash	2378			WF x5397	(200.00)
1186	09/21/15	(309.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(309.00)
1187	09/23/15	(509.00)	Chase Withdrawal		Los Angeles, CA		BoFA x6446	(509.00)
1188	09/28/15	(309.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(309.00)
1189	10/05/15	(203.75)	Withdrawal		Los Angeles, CA		BoFA x6446	(203.75)
1190	10/05/15	(503.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(503.00)
1191	10/13/15	(303.25)	Withdrawal		Marina Del Rey, CA		BoFA x6446	(303.25)
1192	10/25/15	(563.75)	Withdrawal		Las Vegas, NV		BoFA x6446	(563.75)
1193	10/19/15	(443.95)	Withdrawal		Las Vegas, NV		BoFA x6446	(443.95)
1194	10/23/15	(503.75)	Withdrawal		Henderson, NV		BoFA x6446	(503.75)
1195	10/26/15	(583.75)	Withdrawal		Henderson, NV		BoFA x6446	(583.75)
1196	11/02/15	(22.00)	Purchase US Bank		Los Angeles, CA		BoFA x6446	(22.00)
1197	11/02/15	(303.00)	Withdrawal		Los Angeles, CA		BoFA x6446	(303.00)
1198	11/06/15	(204.00)	Withdrawal		San Diego, CA		BoFA x6446	(204.00)

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WITHDRAWALS (SORTED BY DATE)

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Please refer to Anthony's December 15, 2015 report.

Ref	Date	Unmatched Amounts	Description				Outflows	
			Source / Use	Check Number	Location	Notes	Account	Amount
1199	11/09/15	(503.00)	Withdrawal		San Diego, CA		BofA x6446	(503.00)
1200	11/12/15	(680.00)	Withdrawal		New York, NY		BofA x6446	(680.00)
1201	11/19/15	(503.00)	Withdrawal		Los Angeles, CA		BofA x6446	(503.00)
1202	11/23/15	(403.00)	Withdrawal		Denver, CO		BofA x6446	(403.00)
TOTAL		(649,312.50)						

EXHIBIT 4

JENNIFER STEINER-RELATED OUTFLOWS (SORTED BY DATE)

EXHIBIT 4

Please refer to Anthony's December 15, 2015 report.

Ref	Date	Unmatched Amounts	AF Category	Description			Inflows		Outflows	
				Source / Use	Location	Notes	Account	Amount	Account	Amount
1	09/24/14	(149.52)	Expenditure for Mrs. Steiner - Possible exp.	Marina Del Rey Equus				-	AMEX x0-81009/x0-82007	(149.52)
2	09/24/14	(403.00)	Expenditure for Mrs. Steiner - Possible exp.	Withdrawl	Marina Del Rey, CA			-	807A16446	(403.00)
3	09/25/14	(18.18)	Expenditure for Mrs. Steiner - Possible exp.	CVS	Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(18.18)
4	09/26/14	(1,106.59)	Expenditure for Mrs. Steiner	The Ritz Carlton	Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(1,106.59)
5	10/11/14	(599.44)	Expenditure for Mrs. Steiner	Marina Beach Marriott	Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(599.44)
6	10/12/14	(653.09)	Expenditure for Mrs. Steiner	United Airlines	Houston TX	From: Miami International; To: NY Newark Intl; Passenger: Steiner/Jennifer		-	AMEX x0-81009/x0-82007	(653.09)
7	10/14/14	(246.17)	Expenditure for Mrs. Steiner	The Bentley Hotel	Miami Beach FL			-	AMEX x0-81009/x0-82007	(246.17)
8	10/16/14	(183.99)	Expenditure for Mrs. Steiner	Yucca Restaurant	Miami Beach FL			-	AMEX x0-81009/x0-82007	(183.99)
9	10/17/14	(114.06)	Expenditure for Mrs. Steiner	Sugar Factory	Miami Beach FL			-	AMEX x0-81009/x0-82007	(114.06)
10	10/19/14	(19.47)	Expenditure for Mrs. Steiner - Possible exp.	Shell Oil	Miami Beach FL			-	AMEX x0-81009/x0-82007	(19.47)
11	10/18/14	(28.37)	Expenditure for Mrs. Steiner - Possible exp.	Walgreens	Boynton Beach, FL			-	AMEX x0-81009/x0-82007	(28.37)
12	10/18/14	(105.95)	Expenditure for Mrs. Steiner - Possible exp.	Liquor Market	Miami Beach FL			-	AMEX x0-81009/x0-82007	(105.95)
13	10/18/14	(113.34)	Expenditure for Mrs. Steiner	Ritz Carlton	Fort Lauderdale FL			-	AMEX x0-81009/x0-82007	(113.34)
14	10/18/14	(148.82)	Expenditure for Mrs. Steiner	Sushi House	Miami Beach FL			-	AMEX x0-81009/x0-82007	(148.82)
15	10/20/14	(3,171.24)	Expenditure for Mrs. Steiner - Possible exp.	The Ritz Carlton	Miami Beach FL			-	AMEX 5-721003	(3,171.24)
16	10/20/14	(98.38)	Expenditure for Mrs. Steiner - Possible exp.	Hertz Car Rental	FL	Rentee: Kogod/Danada		-	AMEX x0-81009/x0-82007	(98.38)
17	10/20/14	(90.50)	Expenditure for Mrs. Steiner - Possible exp.	Taxi-Pass.com	New York NY			-	AMEX x0-81009/x0-82007	(90.50)
18	10/30/14	(141.81)	Expenditure for Mrs. Steiner	The Ritz Carlton	Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(141.81)
19	11/01/14	(51.60)	Expenditure for Mrs. Steiner	The Ritz Carlton	Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(51.60)
20	11/03/14	(463.37)	Expenditure for Mrs. Steiner	Marriott	Marina Del Rey, CA			-	Visa x5185	(463.37)
21	11/09/14	(17.00)	Expenditure for Mrs. Steiner	The Ritz Carlton	Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(17.00)
22	11/09/14	(17.00)	Expenditure for Mrs. Steiner	The Ritz Carlton	Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(17.00)
23	11/09/14	(420.52)	Expenditure for Mrs. Steiner	The Ritz Carlton	Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(420.52)
24	11/10/14	(32.00)	Expenditure for Mrs. Steiner	Ozaka Japanese Restaurant	Provo UT			-	Visa x5185	(32.00)
25	11/22/14	(563.47)	Expenditure for Mrs. Steiner	Marriott	Marina Del Rey, CA			-	Visa x5185	(563.47)
26	11/27/14	(517.99)	Expenditure for Mrs. Steiner	Bacara Resort and Spa	Santa Barbara, CA			-	Visa x5185	(517.99)
27	12/03/14	(30.26)	Expenditure for Mrs. Steiner	Ozaka Japanese Resta	Provo UT			-	AMEX 5-721003	(30.26)
28	12/06/14	(730.48)	Expenditure for Mrs. Steiner	Bacara Resort and Spa	Santa Barbara, CA			-	Visa x5185	(730.48)
29	12/06/14	(16.00)	Expenditure for Mrs. Steiner	The Ritz Carlton	Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(16.00)
30	12/06/14	(28.98)	Expenditure for Mrs. Steiner	The Ritz Carlton	Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(28.98)
31	12/06/14	(270.90)	Expenditure for Mrs. Steiner	The Ritz Carlton	Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(270.90)
32	12/13/14	(576.44)	Expenditure for Mrs. Steiner	Marriott	Marina Del Rey, CA			-	Visa x5185	(576.44)
33	12/18/14	(203.25)	Expenditure for Mrs. Steiner - Possible exp.	Non WP ATM Withdrawal	Marina Del Rey, CA			-	WP x5397	(203.25)
34	12/19/14	(136.46)	Expenditure for Mrs. Steiner	The Ritz Carlton	Marina Del Rey, CA			-	AMEX 5-721003	(136.46)
35	12/19/14	(402.43)	Expenditure for Mrs. Steiner	The Ritz Carlton	Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(402.43)
36	12/19/14	(529.29)	Expenditure for Mrs. Steiner - Possible exp.	Bacara Resort and Spa	Santa Barbara, CA			-	Visa x5185	(529.29)
37	12/20/14	(63.95)	Expenditure for Mrs. Steiner	The Ritz Carlton	Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(63.95)
38	12/22/14	(1,179.65)	Expenditure for Mrs. Steiner	Bacara Resort & Spa	Santa Barbara, CA			-	AMEX 5-721003	(1,179.65)

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Las Vegas, NV

JENNIFER STEINER-RELATED OUTFLOWS (SORTED BY DATE)
Please refer to Anthem's December 15, 2015 report.

EXHIBIT 4

Ref	Date	Unmatched Amounts	AF Category	Description			Inflows		Outflows	
				Source / Use	Location	Notes	Account	Amount	Account	Amount
39	11/30/14	(592.55)	Expenditure for Ms. Steiner	Four Seasons Hotel	West Lake Village, CA				AMEX x0-81009/x0-82007	(592.55)
40	01/01/15	(37.62)	Expenditure for Ms. Steiner - Possible exp.	Chin Chin	West Hollywood, CA				AMEX x0-81009/x0-82007	(37.62)
41	01/03/15	(406.55)	Expenditure for Ms. Steiner	Anders	Hollywood, CA				AMEX x0-81009/x0-82007	(406.55)
42	01/03/15	(507.46)	Expenditure for Ms. Steiner	Escape Resort and Spa	Santa Barbara, CA				Visa x5185	(507.46)
43	01/04/15	(472.22)	Expenditure for Ms. Steiner	Canary Hotel	Santa Barbara, CA				AMEX 5-721003	(472.22)
44	01/13/15	(827.68)	Expenditure for Ms. Steiner	Escape Resort & Spa	Santa Barbara, CA				AMEX x0-81009/x0-82007	(827.68)
45	01/19/15	(24.00)	Expenditure for Ms. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX x0-81009/x0-82007	(24.00)
46	01/19/15	(303.38)	Expenditure for Mr. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX x0-81009/x0-82007	(303.38)
47	01/21/15	(502.19)	Expenditure for Ms. Steiner - Possible exp.	Marriott	Marina Del Rey, CA				Visa x5185	(502.19)
48	01/23/15	(191.32)	Expenditure for Ms. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX x0-81009/x0-82007	(191.32)
49	01/23/15	(513.89)	Expenditure for Ms. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX x0-81009/x0-82007	(513.89)
50	01/29/15	(203.25)	Expenditure for Ms. Steiner - Possible exp.	ISPA/PMDS withdrawal	Marina Del Rey, CA				BoFA x6466	(203.25)
51	01/30/15	(589.06)	Expenditure for Ms. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX x0-81009/x0-82007	(589.06)
52	02/06/15	(200.10)	Expenditure for Ms. Steiner	Expedia, Inc.		Passenger: Jennif Cruise Steiner (Salt Lake to Vegas) Departure: 2/12			AMEX x0-81009/x0-82007	(200.10)
53	02/06/15	(1,873.19)	Expenditure for Ms. Steiner	The Ritz Carlton	Dana Point, CA				AMEX x0-81009/x0-82007	(1,873.19)
54	02/11/15	(3,492.20)	Expenditure for Mr. Steiner - Possible exp.	Virgin America		Passenger: Dennis Kogod (FT Lauderdale/Holl - LAX)			AMEX x0-81009/x0-82007	(3,492.20)
55	02/22/15	(241.61)	Expenditure for Ms. Steiner - Possible exp.	Boingo - Yellowtail	Las Vegas, NV				AMEX x0-81009/x0-82007	(241.61)
56	02/12/15	(819.06)	Expenditure for Ms. Steiner - Possible exp.	Wynn Las Vegas Hotel	Las Vegas, NV	Arrive: 2/12 Departure: 2/12			AMEX x0-81009/x0-82007	(819.06)
57	02/12/15	(1,013.60)	Expenditure for Ms. Steiner - Possible exp.	Wynn Las Vegas Hotel	Las Vegas, NV	Arrive: 2/12 Departure: 2/12			AMEX x0-81009/x0-82007	(1,013.60)
58	02/11/15	(803.00)	Expenditure for Ms. Steiner - Possible exp.	Wells Fargo Bn Withdrawal	Las Vegas, NV				BoFA x6415	(803.00)
59	02/12/15	(20.00)	Expenditure for Ms. Steiner - Possible exp.	TLF Bloomers Florist	Las Vegas, NV				Visa x5185	(20.00)
60	02/12/15	(485.99)	Expenditure for Ms. Steiner - Possible exp.	Non-WF ATM Withdrawal	Las Vegas, NV				WF x6253	(485.99)
61	02/12/15	(395.10)	Expenditure for Ms. Steiner	Delta Air Lines		Passenger: Jennif Cruise Steiner (Salt Lake to Vegas) Departure: 2/12			AMEX x0-81009/x0-82007	(395.10)
62	02/14/15	(1,561.77)	Expenditure for Ms. Steiner - Possible exp.	W Ft. Lauderdale	Florida	Arrive: 2/18/15 Depart: 2/23/15			AMEX x0-81009/x0-82007	(1,561.77)
63	02/16/15	(1,475.26)	Expenditure for Ms. Steiner	Wynn	Las Vegas, NV	Arrive: 2/13/15 Depart: 2/16/15			AMEX x0-81009/x0-82007	(1,475.26)
64	02/17/15	(183.10)	Expenditure for Ms. Steiner	Delta Air	Bellevue, WA	Passenger: Steiner/Jennifer			Visa x5185	(183.10)
65	02/19/15	3,746.10	Expenditure for Ms. Steiner - Possible exp.	Virgin America		Dennis Kogod TKT #: 9842141519094 Depart: 2/19	AMEX x0-81009/x0-82007	1,746.10		
66	02/19/15	1,746.10	Expenditure for Ms. Steiner - Possible exp.	Virgin America		Jennifer Cruise Steiner TKT #: 9842141518095 Depart: 2/19	AMEX x0-81009/x0-82007	1,746.20		
67	02/19/15	(63.00)	Expenditure for Ms. Steiner	Ritz Carlton	FL Lauderdale, FL				AMEX x0-81009/x0-82007	(63.00)
68	02/19/15	(79.78)	Expenditure for Ms. Steiner	Tudor City	FL Lauderdale, FL				AMEX x0-81009/x0-82007	(79.78)
69	02/19/15	(282.44)	Expenditure for Ms. Steiner	Ritz Carlton	FL Lauderdale, FL				AMEX x0-81009/x0-82007	(282.44)
70	02/20/15	(56.07)	Expenditure for Ms. Steiner - Possible exp.	Casablanca Cafe	FL Lauderdale, FL				AMEX x0-81009/x0-82007	(56.07)
71	02/20/15	(237.16)	Expenditure for Ms. Steiner	Sky Thai Sushi	FL Lauderdale, FL				AMEX x0-81009/x0-82007	(237.16)
72	02/22/15	(267.52)	Expenditure for Ms. Steiner	W FL Lauderdale	FL Lauderdale, FL				AMEX 5-721003	(267.52)
73	02/27/15	(85.94)	Expenditure for Ms. Steiner - Possible exp.	Andaz	Hollywood, CA				AMEX x0-81009/x0-82007	(85.94)

Kogod v. Kogod
Las Vegas, NV

JENNIFER STEINER-RELATED OUTFLOWS (SORTED BY DATE)

EXHIBIT #

Please refer to Anthony's December 15, 2015 report.

Ref	Date	Unmatched Amounts	AF Category	Description			Inflows		Outflows	
				Source / Use	Location	Notes	Account	Amount	Account	Amount
74	03/01/15	(69.95)	Expenditure for Ms. Steiner	Andaz	Hollywood, CA			-	AMEX 5-723003	(69.95)
75	03/01/15	(1,296.10)	Expenditure for Ms. Steiner	Delta Air	CA	Passenger: Steiner/Jennifer		-	VISA x5185	(1,296.10)
76	03/02/15	(736.56)	Expenditure for Ms. Steiner - Possible exp.	Santa Barbara - Sporting Goods Store	Santa Barbara, CA			-	AMEX 5-723003	(736.56)
77	03/03/15	(567.74)	Expenditure for Ms. Steiner	Bacara Resort & Spa	Santa Barbara, CA			-	AMEX 5-723003	(567.74)
78	03/03/15	(1,329.24)	Expenditure for Ms. Steiner	Andaz	Hollywood, CA	Arrive: 2/17/15 Depart: 3/2/15		-	AMEX x0-81009/x0-82007	(1,329.24)
79	03/06/15	(113.94)	Expenditure for Ms. Steiner	Bacara Resort & Spa	Santa Barbara, CA			-	AMEX 5-723003	(113.94)
80	03/06/15	(735.95)	Expenditure for Mr. Steiner	Bacara Resort & Spa	Santa Barbara, CA	Arrive: 3/5/15 Depart: 3/6/15		-	AMEX x0-81009/x0-82007	(735.95)
81	03/07/15	395.10	Expenditure for Ms. Steiner	Delta Airlines		Dennis Kogod TKT #: 0062302085816	AMEX x0-81009/x0-82007	395.10		
82	03/08/15	(10.00)	Expenditure for Mr. Steiner - Possible exp.	LAZ Parking	Hollywood, CA			-	AMEX x0-81009/x0-82007	(10.00)
83	03/08/15	(128.46)	Expenditure for Ms. Steiner	Sushiya	Hollywood, CA			-	AMEX x0-81009/x0-82007	(128.46)
84	03/08/15	(203.31)	Expenditure for Ms. Steiner	Herringbone	Hollywood, CA			-	AMEX x0-81009/x0-82007	(203.31)
85	03/10/15	(1,032.04)	Expenditure for Mr. Steiner	Andaz	Hollywood, CA	Arrive: 3/7/15 Depart: 3/9/15		-	AMEX x0-81009/x0-82007	(1,032.04)
86	03/11/15	(600.00)	Expenditure for Ms. Steiner	Grand America	Salt Lake City, UT	Arrive: 3/11/15 Depart: 3/12/15		-	AMEX 5-723003	(600.00)
87	03/11/15	(178.12)	Expenditure for Ms. Steiner	Bacara Resort & Spa	Santa Barbara, CA			-	AMEX 5-723003	(178.12)
88	03/14/15	(735.95)	Expenditure for Ms. Steiner - Possible exp.	Bacara Resort & Spa	Santa Barbara, CA	Arrive: 3/13/15 Depart: 3/14/15		-	AMEX x0-81009/x0-82007	(735.95)
89	03/19/15	(189.89)	Expenditure for Ms. Steiner	Bacara Ocean House	Santa Barbara, CA			-	AMEX 5-723003	(189.89)
90	03/20/15	(91.75)	Expenditure for Ms. Steiner	Bacara Resort & Spa	Santa Barbara, CA			-	AMEX x0-81009/x0-82007	(91.75)
91	03/23/15	(67.96)	Expenditure for Ms. Steiner - Possible exp.	PayMart Store	Marina Del Rey, CA			-	BoFA x6445	(67.96)
92	03/25/15	(169.83)	Expenditure for Mr. Steiner	The Ritz Carlton	Marina Del Rey, CA			-	AMEX 5-723003	(169.83)
93	03/25/15	(2.00)	Expenditure for Ms. Steiner	The Ritz Carlton	Marina Del Rey, CA	Arrive: 3/23/15 Depart: 3/25/15		-	AMEX x0-81009/x0-82007	(2.00)
94	03/25/15	(1,087.12)	Expenditure for Ms. Steiner	The Ritz Carlton	Marina Del Rey, CA	Arrive: 3/23/15 Depart: 3/25/15		-	AMEX x0-81009/x0-82007	(1,087.12)
95	04/09/15	(120.26)	Expenditure for Ms. Steiner	The Grand America	Salt Lake City, UT			-	AMEX 5-723003	(120.26)
96	04/09/15	(124.27)	Expenditure for Ms. Steiner	The Grand America	Salt Lake City, UT			-	AMEX 5-723003	(124.27)
97	04/13/15	(479.46)	Expenditure for Ms. Steiner - Possible exp.	The Grand America	Salt Lake City, UT			-	WFS x5397	(479.46)
98	04/16/15	(119.38)	Expenditure for Ms. Steiner	The Grand America	Salt Lake City, UT			-	AMEX 5-723003	(119.38)
99	04/16/15	(21.93)	Expenditure for Ms. Steiner	The Grand America	Salt Lake City, UT			-	AMEX 5-723003	(21.93)
100	04/16/15	(140.79)	Expenditure for Ms. Steiner	The Grand America	Salt Lake City, UT			-	AMEX 5-723003	(140.79)
101	04/16/15	(689.05)	Expenditure for Ms. Steiner	The Grand America	Salt Lake City, UT	Arrive: 4/14/15 Depart: 4/16/15		-	AMEX 5-723003	(689.05)
102	04/16/15	(2.50)	Expenditure for Ms. Steiner - Possible exp.	SJC Parking Station	SJC, UT			-	AMEX x0-81009/x0-82007	(2.50)
103	04/16/15	(40.40)	Expenditure for Ms. Steiner - Possible exp.	Taxi	SJC, UT			-	AMEX x0-81009/x0-82007	(40.40)
104	04/24/15	(249.10)	Expenditure for Ms. Steiner	Delta Air	CA	To: Las Vegas From: Salt Lake City TKT #: 0062308493782 Name: Jennifer Steiner dym: 4/29		-	VISA x5185	(249.10)
105	04/24/15	(203.00)	Expenditure for Mr. Steiner - Possible exp.	Non-WF Withdrawal	Santa Barbara, CA			-	WFS x5397	(203.00)
106	04/25/15	(916.82)	Expenditure for Ms. Steiner	El Encanto	Santa Barbara, CA	Arrive: 4/23/15 Depart: 4/24/15		-	AMEX 5-723003	(916.82)
107	04/28/15	(162.97)	Expenditure for Ms. Steiner - Possible exp.	The Grand America	SJC, UT			-	AMEX x0-81009/x0-82007	(162.97)
108	04/29/15	(4.00)	Expenditure for Ms. Steiner - Possible exp.	McCormick Airport	Las Vegas, NV			-	AMEX x0-81009/x0-82007	(4.00)
109	04/29/15	(480.00)	Expenditure for Ms. Steiner - Possible exp.	Non-WF Withdrawal	Las Vegas, NV			-	WFS x5253	(480.00)
110	05/05/15	(186.48)	Expenditure for Ms. Steiner - Possible exp.	Bacara Resort & Spa	Santa Barbara, CA			-	AMEX x0-81009/x0-82007	(186.48)
111	05/05/15	(384.95)	Expenditure for Ms. Steiner - Possible exp.	Bacara Resort & Spa	Santa Barbara, CA	Arrive: 5/4/15 Depart: 5/5/15		-	AMEX x0-81009/x0-82007	(384.95)
112	05/06/15	(36.47)	Expenditure for Ms. Steiner	Bacara Resort & Spa	Santa Barbara, CA	Arrive: 5/5/15 Depart: 5/6/15		-	AMEX 5-723003	(36.47)
113	05/06/15	(152.43)	Expenditure for Ms. Steiner - Possible exp.	Country Hotel	Santa Barbara, CA	Arrive: 5/4/15 Depart: 5/5/15		-	AMEX x0-81009/x0-82007	(152.43)
114	05/21/15	(5.60)	Expenditure for Ms. Steiner	United Airlines		Jennifer Steiner Di 8/27 From: Santa Barbara To: NY TKT: 01824540884172		-	AMEX x0-81009/x0-82007	(5.60)

Kagad v. Nagad
Las Vegas, NV

JENNIFER STEINER-RELATED OUTFLOWS (SORTED BY DATE)

EXHIBIT 4

Please refer to Anthem's December 15, 2015 report.

Ref	Date	Unmatched Amounts	AF Category	Description			Inflows		Outflows	
				Source / Use	Location	Notes	Account	Amount	Account	Amount
115	06/26/15	(5.60)	Expenditure for Ms. Steiner	American Airlines		Jennifer Steiner D:6/27 TKT: 0012306500458			AMEX x0-81009/x0-82007	(5.60)
116	06/27/15	5.60	Expenditure for Mr. Steinar	United Airlines - Refund		Jennifer Steiner	AMEX x0-81009/x0-82007	5.60		
117	08/11/15	(1,705.20)	Expenditure for Ms. Steiner	Delta Airlines		Departure: 8/30 Jennifer Steiner			AMEX x0-81009/x0-82007	(1,705.20)
NET TOTAL		(45,099.33)								

EXHIBIT 5

Kogod v. Kogod
Las Vegas, Nevada

YACHT-RELATED OUTFLOWS (SORTED BY DATE)
Please refer to Anthem's December 15, 2015 report.

EXHIBIT B

Ref	Date	Unmatched Amounts	Description				Inflows		Outflows	
			Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
1	11/29/12	(55,045.00)	Federal funds to California Yacht Sales Inc.			2007 Cruiser - which was used as a trade in to purchase the 2014 Margulis		-	UBS x27	(55,045.00)
2	12/20/12	(531,032.87)	Federal funds to California Yacht Sales Inc.			2007 Cruiser - which was used as a trade in to purchase the 2014 Margulis		-	UBS x27	(531,032.87)
3	12/23/12	(631.66)	West Marine		Marina Del Rey, CA			-	AMEX 5-723003	(631.66)
4	12/27/12	(174.00)	Dona Jenkins Maritime Doc		CA			-	Visa x3832	(174.00)
5	12/27/12	(13.55)	Esprit	1580				-	WF x5397	(13.55)
6	12/27/12	(2,806.75)	Esprit Marina	1578				-	WF x5397	(2,806.75)
7	12/28/12	(2,802.74)	Yacht Bedding		Los Angeles, CA			-	Visa x3832	(2,802.74)
8	01/09/13	(170.00)	Ignacio Ochoa Online Xenika					-	WF x5397	(170.00)
9	01/11/13	(3,429.40)	Shelter Island Boat Yard		CA			-	Visa x3832	(3,429.40)
10	01/13/13	(2,590.70)	High Seas Fuel Dock					-	AMEX x0-81009/x0-82007	(2,590.70)
11	01/15/13	(4,194.80)	West Coast Yacht and Marine	1455				-	WF x5397	(4,194.80)
12	01/18/13	(2,750.00)	Calyacht Resnt Membership Fees		Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(2,750.00)
13	01/18/13	(588.57)	West Marine		Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(588.57)
14	01/24/13	(8,100.00)	West Coast	1461				-	WF x5397	(8,100.00)
15	02/01/13	(385.00)	Shelter Island Sign Shop	1467		731		-	WF x5397	(385.00)
16	02/02/13	(910.50)	Del Rey Fuel		Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(910.50)
17	02/02/13	(167.67)	Newport Harbor Yacht Club		Newport Beach, CA			-	Visa x3832	(167.67)
18	02/05/13	(228.40)	S and K Dive Online		Marina Del Rey, CA			-	WF x5397	(228.40)
19	02/06/13	(3,700.00)	Seven Seas Electronics	1533				-	WF x5397	(3,700.00)
20	02/07/13	(14,602.00)	Maritime Communications	1549				-	WF x5397	(14,602.00)
21	02/10/13	(574.19)	Del Rey Fuel		Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(574.19)
22	02/12/13	(208.00)	California Yacht					-	WF x5397	(208.00)
23	02/27/13	(180.17)	Ron's	1488				-	WF x5397	(180.17)
24	02/28/13	(6,000.00)	Ron Tamello	1031				-	UBS x27	(6,000.00)
25	03/15/13	(271.22)	California Yacht					-	WF x5397	(271.22)
26	03/16/13	(1,421.10)	The Jankovich Compan		San Pedro, CA			-	AMEX x0-81009/x0-82007	(1,421.10)
27	03/19/13	(195.00)	Del Rey D On-Line Xenika					-	WF x5397	(195.00)
28	03/22/13	(78.40)	S and K Dive Online		Marina Del Rey, CA			-	WF x5397	(78.40)
29	03/26/13	(1,150.00)	Ignacio Ochoa	1486				-	WF x5397	(1,150.00)
30	03/27/13	(5,945.43)	Maritime Communi	1577				-	WF x5397	(5,945.43)
31	03/30/13	(1,160.85)	The Jankovich Compan		San Pedro, CA			-	AMEX x0-81009/x0-82007	(1,160.85)
32	04/05/13	(3,900.00)	Ron's Marine Service	1597				-	WF x5397	(3,900.00)
33	04/12/13	(110.00)	Ignacio Ochoa	1504		cleaning		-	WF x5397	(110.00)
34	04/18/13	(1,105.97)	The Jankovich Compan		San Pedro, CA			-	AMEX x0-81009/x0-82007	(1,105.97)
35	04/23/13	(411.96)	California Yacht On-Line					-	WF x5397	(411.96)
36	04/23/13	(203.00)	Del Rey D On-Line Xenika					-	WF x5397	(203.00)
37	04/23/13	(1,165.66)	Maritime Communi Online					-	WF x5397	(1,165.66)
38	04/23/13	(22.13)	Rona Marine Serv On-Line					-	WF x5397	(22.13)
39	05/09/13	(256.80)	S and K Dive Online		Marina Del Rey, CA			-	WF x5397	(256.80)
40	05/13/13	(214.00)	California Yacht Online					-	WF x5397	(214.00)

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YACHT-RELATED OUTFLOWS (SORTED BY DATE)
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EXHIBIT 5

Ref	Date	Unmatched Amounts	Description				Inflows		Outflows	
			Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
41	05/17/13	(135.00)	Del Rey D On-Line Xenika						WF x5397	(135.00)
42	05/26/13	(712.75)	The Jankovich Compensan		Padro, CA				AMEX 5-723003	(712.75)
43	06/10/13	(170.00)	Ignacio Ochoa Online Xenika						WF x5397	(170.00)
44	06/10/13	(78.40)	S and K Dive Online		Marina Del Rey, CA				WF x5397	(78.40)
45	06/18/13	(475.36)	California Yacht Online						WF x5397	(475.36)
46	06/25/13	(373.00)	Del Rey D On-Line Xenika						WF x5397	(373.00)
47	07/01/13	(975.63)	Del Rey Fuel Del Rey		Marina Del Rey, CA				AMEX x0-81009/x0-82007	(975.63)
48	07/08/13	(1,048.20)	Rons Marine Serv On-Line						WF x5397	(1,048.20)
49	07/10/13	(240.00)	Ron's Marine Service	1653					WF x5397	(240.00)
50	07/14/13	(886.91)	Del Rey Fuel		Marina Del Rey, CA				AMEX 5-723003	(886.91)
51	07/16/13	(170.00)	Ignacio Ochoa Online Xenika						WF x5397	(170.00)
52	07/22/13	(214.00)	California Yacht						WF x5397	(214.00)
53	07/22/13	(185.00)	Del Rey D On-Line Xenika						WF x5397	(185.00)
54	08/17/13	(566.33)	Del Rey Fuel Del Rey		Marina Del Rey, CA				AMEX x0-81009/x0-82007	(566.33)
55	08/20/13	(933.82)	California Yacht						WF x5397	(933.82)
56	09/01/13	(793.50)	Del Rey Fuel Del Rey		Marina Del Rey, CA				AMEX x0-81009/x0-82007	(793.50)
57	09/11/13	(230.00)	Ignacio Ochoa Online Xenika						WF x5397	(230.00)
58	09/17/13	(442.00)	Del Rey D On-Line Xenika						WF x5397	(442.00)
59	09/20/13	(2,850.00)	Maritime Communication Corp	1577					BoFA x6446	(2,850.00)
60	10/01/13	(214.00)	California Yacht						WF x5397	(214.00)
61	10/06/13	(726.94)	Del Rey Fuel Del Rey		Marina Del Rey, CA				AMEX x0-81009/x0-82007	(726.94)
62	10/15/13	(135.00)	Del Rey D On-Line Xenika						WF x5397	(135.00)
63	10/31/13	(6,983.88)	CA Yacht Club	1046					UBS x27	(6,983.88)
64	11/07/13	(4,847.81)	The Boatyard		CA				Visa x3832	(4,847.81)
65	11/10/13	(1,082.70)	The Jankovich Compan		San Pedro, CA				AMEX x0-81009/x0-82007	(1,082.70)
66	11/15/13	(170.00)	Ignacio Ochoa Online Xenika						WF x5397	(170.00)
67	11/15/13	(1,784.25)	California Yacht						WF x5397	(1,784.25)
68	11/15/13	(400.00)	Rons Marine Serv On-Line						WF x5397	(400.00)
69	11/26/13	(268.00)	Del Rey D On-Line Xenika						WF x5397	(268.00)
70	12/18/13	(2,023.25)	California Yacht						WF x5397	(2,023.25)
71	12/18/13	(29.00)	Royal Flush Pump Online Xenika						WF x5397	(29.00)
72	12/19/13	(2,562.00)	Douglas K Smith						WF x5397	(2,562.00)
73	12/19/13	(320.00)	Ignacio Ochoa Online Xenika						WF x5397	(320.00)
74	12/23/13	(205.90)	Del Rey D On-Line Xenika						WF x5397	(205.90)
75	12/24/13	(327.73)	Rons Marine Serv On-Line						WF x5397	(327.73)
76	01/02/14	(29.00)	Bill Pay Royal Flush Pump on-line Xenika on 1/2						WF x5397	(29.00)
77	01/04/14	(697.82)	Del Rey Fuel		Marina Del Rey, CA				AMEX x0-81009/x0-82007	(697.82)
78	01/07/14	(170.00)	Bill Pay Ignacio Ochoa online Xenika on 1/7						WF x5397	(170.00)
79	01/14/14	(526.24)	Bill Pay Rons Marine Serv online No Account Number On 1/14						WF x5397	(526.24)
80	01/22/14	(1,998.25)	Bill Pay California Yacht online x25419 on 1/22						WF x5397	(1,998.25)
81	01/22/14	(75.00)	Bill Pay Del Rey D on-line Xenika on 1/22						WF x5397	(75.00)
82	01/22/14	(160.00)	Bill Pay Rons Marine Serv online No Account Number On 1/22						WF x5397	(160.00)

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YACHT-RELATED OUTFLOWS (SORTED BY DATE)
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EXHIBIT 5

Ref	Date	Unmatched Amounts	Description				Inflows		Outflows	
			Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
83	01/24/14	(1,277.00)	Jerry's Yacht	1950				-	WF x5397	(1,277.00)
84	02/04/14	(29.00)	Bill Pay Royal Flush Pump online Xenika on 2/4					-	WF x5397	(29.00)
85	02/10/14	(1,277.00)	Jerry's Yacht Mgt	1574				-	WF x5397	(1,277.00)
86	02/13/14	(2,048.25)	Bill Pay California Yacht online x25419 on 2/13					-	WF x5397	(2,048.25)
87	02/18/14	(75.00)	Bill Pay Del Rey D online Xenika on 2/18					-	WF x5397	(75.00)
88	02/24/14	(170.00)	Bill Pay Ignacio Ochoa online Xenika on 2/24					-	WF x5397	(170.00)
89	03/04/14	(400.00)	Bill Pay Rons Marine Serv online No Account Number on 3/4					-	WF x5397	(400.00)
90	03/04/14	(29.00)	Bill Pay Royal Flush Pump online Xenika on 3/4					-	WF x5397	(29.00)
91	03/17/14	(2,034.25)	Bill Pay California Yacht online x25419 on 3/17					-	WF x5397	(2,034.25)
92	03/28/14	(75.00)	Bill Pay Del Rey D online Xenika on 3/28					-	WF x5397	(75.00)
93	04/08/14	(29.00)	Bill Pay Royal Flush Pump online Xenika on 4/8					-	WF x5397	(29.00)
94	04/15/14	(1,998.25)	Bill Pay California Yacht online x25419 on 4/14					-	WF x5397	(1,998.25)
95	04/22/14	(170.00)	Bill Pay Ignacio Ochoa online Xenika on 4/22					-	WF x5397	(170.00)
96	05/01/14	(29.00)	Bill Pay Royal Flush Pump online Xenika on 5/1					-	WF x5397	(29.00)
97	05/02/14	(360.20)	Bill Pay Del Rey D online Xenika on 5/2					-	WF x5397	(360.20)
98	05/12/14	(170.00)	Bill Pay Ignacio Ochoa online Xenika on 5/12					-	WF x5397	(170.00)
99	05/23/14	(2,062.02)	Bill Pay California Yacht online x25419 on 5/23					-	WF x5397	(2,062.02)
100	06/03/14	(29.00)	Bill Pay Royal Flush Pump online Xenika on 6/3					-	WF x5397	(29.00)
101	06/16/14	(230.00)	Bill Pay Ignacio Ochoa online Xenika on 6/16					-	WF x5397	(230.00)
102	06/25/14	(120,000.00)	Silver Sea Yacht	1792		The down payment of the Silver Seas Yacht		-	WF x5397	(120,000.00)
103	06/26/14	(340.80)	Bill Pay Del Rey D Online Xenika on 6/26					-	WF x5397	(340.80)
104	06/27/14	(86.39)	West Marine		Orange CA			-	AMEX x0-81009/x0-82007	(86.39)
105	06/27/14	(134.66)	West Marine		Newport Beach, CA			-	AMEX x0-81009/x0-82007	(134.66)
106	06/27/14	(738,795.00)	Federal Funds to Criterion Holdings, LLC at Bank of America			Purchase of Silver Seas Yacht		-	UBS x45	(738,795.00)
107	06/29/14	(150.98)	West Marine		Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(150.98)
108	06/29/14	(224.13)	West Marine		Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(224.13)
109	07/01/14	(21.23)	West Marine		Watsonville, CA			-	AMEX x0-81009/x0-82007	(21.23)
110	07/07/14	(103.50)	West Marine		Watsonville, CA			-	AMEX x0-81009/x0-82007	(103.50)
111	07/10/14	(5,389.00)	Douglas K Smith	1080				-	UBS x45	(5,389.00)
112	07/10/14	(2,038.50)	Bill Pay California Yacht online x28419 on 7/10					-	WF x5397	(2,038.50)
113	07/10/14	(29.00)	Bill Pay Royal Flush Pump online Xenika on 7/10					-	WF x5397	(29.00)

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YACHT-RELATED OUTFLOWS (SORTED BY DATE)

EXHIBIT 5

Please refer to Anthem's December 15, 2015 report.

Ref	Date	Unmatched Amounts	Description				Inflows		Outflows	
			Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
114	07/11/14	(170.00)	Bill Pay Ignacio Ochoa online Xanika on 7/11					-	WF x5397	(170.00)
115	07/12/14	(65.39)	West Marine		Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(65.39)
116	07/12/14	(278.74)	West Marine		Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(278.74)
117	07/15/14	(2,686.47)	Bill Pay California Yacht online x25419 on 7/15					-	WF x5397	(2,686.47)
118	07/31/14	(52.10)	Del Rey Fuel		Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(52.10)
119	07/31/14	(1,027.63)	Del Rey Fuel		Marina Del Rey, CA			-	AMEX 5-721003	(1,027.63)
120	08/19/14	(3,176.10)	Bill Pay California Yacht online x25419 on 8/19					-	WF x5397	(3,176.10)
121	08/26/14	(210.00)	Bill Pay Del Rey D Online Xanika on 8/26					-	WF x5397	(210.00)
122	08/27/14	(1,559.00)	Jerry's Yacht Mgt	1906				-	WF x5397	(1,559.00)
123	09/21/14	(738.83)	Del Rey Fuel		Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(738.83)
124	09/24/14	(780.00)	Jerry's Yacht Mgt	1899				-	WF x5397	(780.00)
125	09/25/14	(1,011.19)	Silver Seas	1910				-	WF x5397	(1,011.19)
126	10/25/14	(1,229.40)	Bill Pay Jerry's Yacht Mgt online on 10/23					-	WF x5397	(1,229.40)
127	10/26/14	(659.03)	Del Rey Fuel		Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(659.03)
128	11/18/14	(1,974.12)	Bill Pay California Yacht online x25419 on 11/18					-	WF x5397	(1,974.12)
129	12/05/14	(1,220.00)	Bill Pay Jerry's Yacht Mgt online on 12/5					-	WF x5397	(1,220.00)
130	12/09/14	(924.40)	Bill Pay Jerry's Yacht Mgt online on 12/9					-	WF x5397	(924.40)
131	12/11/14	(2,295.00)	Bill Pay Dock online on 12/11					-	WF x5397	(2,295.00)
132	12/29/14	(2,295.00)	Bill Pay Dock online on 12/29					-	WF x5397	(2,295.00)
133	01/18/15	(241.95)	West Marine		Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(241.95)
134	01/20/15	(632.35)	CC Marine Service		Marina Del Rey, CA			-	AMEX x0-81009/x0-82007	(632.35)
135	01/27/15	(810.00)	Bill Pay Jerry's Yacht					-	WF x5397	(810.00)
136	01/28/15	(2,225.00)	Bill Pay Dock					-	WF x5397	(2,225.00)
137	02/23/15	(2,250.00)	Bill Pay Dock					-	WF x5397	(2,250.00)
138	02/24/15	(745.00)	Bill Pay Jerry's Yacht					-	WF x5397	(745.00)
139	03/17/15	(222.00)	Bill Pay California Yacht					-	WF x5397	(222.00)
140	03/25/15	(2,250.00)	Bill Pay Dock					-	WF x5397	(2,250.00)
141	03/26/15	(38.59)	Jerry's Marina		Marina Del Rey, CA			-	BoFA x6446	(38.59)
142	04/02/15	(1,125.00)	Bill Pay Jerry's Yacht					-	WF x5397	(1,125.00)
143	04/24/15	(2,250.00)	Bill Pay Dock					-	WF x5397	(2,250.00)
144	04/24/15	(763.72)	Bill Pay Jerry's Yacht					-	WF x5397	(763.72)
145	05/05/15	(269.00)	Bill Pay California Yacht					-	WF x5397	(269.00)
146	05/22/15	(2,250.00)	Bill Pay Dock					-	WF x5397	(2,250.00)
147	05/29/15	(787.50)	Bill Pay Jerry's Yacht					-	WF x5397	(787.50)
148	06/22/15	(473.60)	California Yacht					-	WF x5397	(473.60)
149	07/08/15	990,000.00	Law Offices of Paul S Truss				UBS x45	990,000.00		
150	07/15/15	(830.00)	Jerry's Yacht					-	WF x5397	(830.00)
151	07/31/15	(233.00)	California Yacht					-	WF x5397	(233.00)
NET TOTAL		(626,617.84)								

EXHIBIT 6

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ASSESSMENT OF POTENTIAL COMMUNITY WASTE NOT ELSEWHERE CLASSIFIED
Please refer to Appendix December 15, 2013 report

EXHIBIT B

Ref	Description	2008	2009	2010	2011	2012	2013	2014	2015	Total	Adjustment	Adjusted
1	Accounting Services									(2,300.00)	5	2,300.00
2	Apple (Phone)	(21.85)	(5.93)	(14.88)	(61.47)	(112.09)	(192.31)	(238.23)	(1,193.90)	(1,713.90)	5	1,713.90
3	Auto Related	(142.43)	(164.24)	(190.25)	(137.96)	(1,124.75)	(1,619.48)	(6,829.62)	(2,063.18)	(12,463.69)	5	12,463.69
4	Auto Related - Auto Bank (lease payment)			(6,354.48)	(8,231.73)	(4,915.86)	(7,851.69)	(3,485.74)		(23,439.40)	5	23,439.40
5	Auto Related - Auto									(23,439.40)	5	23,439.40
6	Auto Related - BMW	(9,038.04)	(11,568.22)	(41,642.39)	(4,542.48)					(113,410.13)	5	113,410.13
7	Auto Related - GMAC (red line)		(12,000.00)	(15,000.00)	(115,500.00)	(9,800.00)				(273,300.00)	5	(273,300.00)
8	Auto Related - Marley									(39,553.81)	5	39,553.81
9	Auto Related - Luxury (not elsewhere classified)									(1,193,963.54)	5	1,193,963.54
10	Auto Related - Mercedes				(1,093.95)					(1,093.95)	5	1,093.95
11	Auto Related - Porsche			(18,306.00)	(19,313.94)	(17,928.45)	(7,550.78)			(62,849.17)	5	62,849.17
12	Auto Related - Tesla									(104,831.79)	5	104,831.79
13	Auto Related (CA)	(424.87)		(858.75)	(1,159.00)	(4,530.00)	(5,374.37)	(38,118.23)	(4,313.50)	(51,511.68)	5	51,511.68
14	Auto Related (CO)				(965.78)					(1,611.81)	5	1,611.81
15	Auto Related (NV)	(1,508.24)	(1,508.24)	(789.00)	(21.00)					(3,806.48)	5	3,806.48
16	Bank fees	(88.00)	(191.00)	(572.43)	(634.71)	(199.84)	(110.00)	(140.63)	(779.41)	(3,067.58)	5	3,067.58
17	Bank Fees - Cash Advances	(109.27)	(109.31)	(157.12)	(130.40)	(181.58)	(558.17)	(2,243.69)	(449.03)	(3,187.97)	5	(3,187.97)
18	Bank Fees - Finance Charge	(1,898.31)	(4,046.42)	(1,390.40)						(7,335.13)	5	7,335.13
19	Bank Fees - Foreign Transaction			(70.29)	(130.24)	(66.99)				(327.52)	5	327.52
20	Bank Fees - Interest		(784.23)	(1,614.22)	(1,545.95)	(1,277.57)	(4,047.30)	(1,411.15)	(4,403.20)	(17,669.80)	5	(17,669.80)
21	Bank Fees - Loan Interest									(11,208.73)	5	11,208.73
22	Bank Fees									(1,209.22)	5	1,209.22
23	Capital Call - Mutual Fund									(15,000.00)	5	15,000.00
24	CC Payment - Unknown			(164.34)						(164.34)	5	164.34
25	CC Payment - American Express									(1,862.40)	5	1,862.40
26	CC Payment - Bank Card									(1,862.40)	5	1,862.40
27	CC Payment - Bank	(19,816.91)	(22,306.47)	(7,450.60)	(1,707.81)					(50,381.79)	5	50,381.79
28	CC Payment - Chase			(1,413.28)	(1,335.45)					(2,748.73)	5	2,748.73
29	CC Payment - Citicard	(10,600.00)	(10,187.85)	(19,315.91)	(8,818.45)					(48,922.21)	5	48,922.21
30	CC Payment - US Airways			(180.00)	(180.00)					(360.00)	5	360.00
31	Cellular - AT&T	(1,012.20)	(8,511.44)	(6,607.87)	(5,871.74)	(7,892.30)	(7,179.19)	(5,488.48)	(5,153.90)	(48,799.32)	5	48,799.32
32	Cellular - Verizon	(8,861.47)	(1,781.87)	(1,781.87)	(1,800.00)	(1,800.00)	(1,800.00)	(1,800.00)	(1,800.00)	(15,045.11)	5	15,045.11
33	Checks written to Cash		(4,830.00)	(700.00)	(8,500.00)					(14,030.00)	5	14,030.00
34	City of CA			(190.40)	(194.00)	(173.00)	(174.00)			(731.40)	5	731.40
35	Cleaning Services - Dry Cleaners				(246.35)	(117.04)	(101.80)			(465.19)	5	465.19
36	Cleaning Services - Dry Cleaners (CA)	(124.34)	(552.10)	(179.78)	(1,273.13)	(1,476.85)	(2,084.20)	(2,889.10)	(1,852.86)	(10,314.20)	5	10,314.20
37	Cleaning Services - Dry Cleaners (CO)			(168.99)	(182.42)	(108.51)				(560.92)	5	560.92
38	Commissions	(1,240.00)	(1,100.00)	(1,200.00)	(1,800.00)	(1,800.00)	(1,500.00)			(10,340.00)	5	10,340.00
39	Dues & Subscriptions	(81.33)	(87.93)	(174.15)	(1,395.57)	(8,112.95)	(7,112.95)	(7,112.95)	(3,154.71)	(22,192.12)	5	22,192.12
40	Dues & Subscriptions - 24 Hour			(176.44)	(1,112.96)	(1,112.96)	(1,112.96)	(1,112.96)	(1,058.48)	(5,686.76)	5	5,686.76
41	Dues & Subscriptions - Alarm									(5,700.69)	5	5,700.69
42	Dues & Subscriptions - City of CA (CA)	(6,562.98)	(7,745.00)	(5,978.48)						(20,286.46)	5	20,286.46
43	Dues & Subscriptions - Fitness (CA)	(5,498.82)	(5,994.88)	(12,942.83)	(11,754.86)	(6,019.88)	(6,194.58)	(5,389.86)	(4,587.16)	(61,372.44)	5	61,372.44
44	Dues & Subscriptions - Fitness (CO)			(783.93)	(1,036.00)	(1,718.00)	(1,718.00)			(5,255.93)	5	5,255.93
45	Dues & Subscriptions - Membership Dues	(41.04)	(495.00)	(199.00)	(450.00)	(445.00)	(3,445.00)	(3,445.00)	(3,445.00)	(14,815.00)	5	14,815.00
46	Dues & Subscriptions (CA)			(1,130.00)	(1,100.00)	(1,100.00)				(4,460.00)	5	4,460.00
47	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
48	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
49	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
50	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
51	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
52	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
53	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
54	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
55	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
56	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
57	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
58	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
59	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
60	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
61	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
62	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
63	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
64	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
65	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
66	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
67	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
68	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
69	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
70	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
71	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
72	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
73	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
74	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
75	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
76	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31
77	Expenses for Mr. Stainer - Pesticide exp.									(10,517.31)	5	10,517.31

Report v. Report
for Vegas, Nevada

ASSESSMENTS OF POTENTIAL COMMUNITY WASTE NOT ELSEWHERE CLASSIFIED
Please refer to Appendix December 15, 2015 report.

EXHIBIT 6

Ref	Description	Year										Total	Adjustments		Adjusted
		2008	2009	2010	2011	2012	2013	2014	2015	2016	2017		Note	Amount	
75	Medical Therapy	(8,454.24)	(5,177.04)	(7,811.94)	(10,069.48)	(4,825.84)	(7,087.00)	(5,511.28)	(26,646.92)	(74,510.80)		5		74,510.80	
76	Moving Expenses		(5,913.89)							(5,913.89)		3		(5,913.89)	
80	Need Cancelled Check	(166,813.94)	(5,500.00)							(172,313.94)		3		(172,313.94)	
81	Parking/Tolls/Travel (CA)	(170.85)	(500.00)	(709.50)	(838.00)	(757.75)	(427.70)	(253.45)	(884.28)	(3,885.03)		3		3,885.03	
82	Payments to Individuals	(430.11)	(7,713.00)	(1,159.90)	(5,580.00)	(39,921.78)	(18,487.94)	(18,116.50)	(19,415.00)	(131,413.83)		5		16,574.33	(165,419.00)
83	Payments to Individuals - Daniel Portillo						(10,061.00)	(2,000.00)	(26,012.90)	(38,073.00)		5		16,073.00	
84	Payments to Individuals - David Egoed				(1,000.00)		(20,000.00)	(15,000.00)	(10,000.00)	(45,000.00)		5		(45,000.00)	
85	Payments to Individuals - Pat Murphy	(2,000.00)		(5,000.00)	(300.00)	(1,951.33)	(3,500.00)		(5,890.00)	(20,841.33)		5		20,841.33	
86	Payments to Individuals - Steve Patrick								(3,250.00)	(3,250.00)		5		3,250.00	
87	Personal Care		(75.00)		(138.95)	(321.37)	(239.00)		(989.50)	(481.28)		5		1,645.20	
88	Pet Related (CA)	(350.10)					(4,079.99)			(4,430.09)		5		4,430.09	
89	Pharmacy	(1,660.39)	(2,205.89)	(2,554.17)	(1,675.61)	(3,268.85)	(7,471.78)	(5,915.73)	(2,492.80)	(28,833.94)		5		28,833.94	
90	Photography			(210.00)	(117.89)		(128.00)			(455.90)		5		455.90	
91	Political Contributions	(3,300.00)	(41,700.00)	(50,755.00)	(93,518.45)	(34,600.00)	(15,744.21)	(9,500.00)	(5,000.00)	(214,132.66)		5		214,132.66	
92	Yacht Related (CA)		(900.00)	(1,415.00)	(1,380.00)	(1,315.00)	(2,072.14)	(2,400.00)	(2,487.50)	(12,949.14)		5		12,949.14	
93	Pray for Ukraine							(81,000.00)		(81,000.00)		5		81,000.00	
94	Professional Services (CA)	(2,925.00)	(3,575.00)			(4,587.50)			(120.00)	(11,202.50)		5		11,202.50	
95	Property Management					(951.00)		(8,000.00)		(8,951.00)		5		8,951.00	
96	Property Management: Luxury Las Vegas					(2,200,877.07)	(5,630,846.13)	(15,412.75)	(13,451.00)	(46,845.75)		5		46,845.75	
97	Property Purchase	(42,800.00)	(457,208.59)				(4,383.18)	(5,950.00)	(3,947,827.69)	(12,875,154.75)		1		12,875,154.75	
98	Rent - Lincoln Park									(2,713.15)		5		2,713.15	
99	Rent - Sugar Cube Building			(102.00)	(1,391.79)	(1,350.42)				(2,744.21)		5		2,744.21	
100	Rent - Urban Blaze			(34,551.30)	(58,331.47)	(27,809.89)				(117,688.66)		5		117,688.66	
101	Security				(158.89)	(748.53)	(247.50)	(247.50)	(178.49)	(1,778.91)		5		1,778.91	
102	Security - C & B Enforcement						(21,689.50)			(21,689.50)		5		21,689.50	
103	Shipping	(41,811)	(13.80)	(293.30)	(89.51)	(18.05)	(182.73)	(44.72)	(3.62)	(46,552.73)		5		46,552.73	
104	Shipping	(9,408.10)	(40,320.48)	(55,449.58)	(23,975.63)	(50,439.32)	(44,519.98)	(24,775.19)	(14,554.83)	(239,132.42)		4		46,500.00	
105	Spending (International)		(97.19)	(2,169.10)	(5,260.42)	(1,949.04)	(8,179.04)	(2,856.14)	(4,037.19)	(16,543.89)		5		16,543.89	
106	Storage (CD)			(809.00)			(788.81)	(169.00)		(1,766.81)		5		1,766.81	
107	Tax Payments - Property Taxes (CA)		(10,037.10)	(10,037.10)		(10,559.30)	(30,089.06)	(113,074.28)	(39,862.76)	(213,807.80)		5		213,807.80	
108	Telephone						(100,000.00)			(100,000.00)		5		100,000.00	
109	Transportation	(348.80)	(838.51)	(1,000.47)	(1,120.44)	(1,384.00)	(2,563.20)	(5,974.70)	(6,301.80)	(25,762.82)		5		15,762.82	
110	Travel	(64.62)	(10.59)	(49.43)		(919.02)	(910.00)	(482.21)	(936.61)	(2,602.89)		5		2,602.89	
111	Travel - Airfare	(5,818.92)	(2,629.52)	(4,996.48)	(4,568.10)	(4,440.57)	(4,034.09)	(2,177.60)	(7,231.73)	(35,966.67)		5		35,966.67	
112	Travel - Airfare Insurance	74.35	(154.87)	(298.89)	(28.81)	(344.21)	(104.37)	(209.86)	(328.78)	(1,873.73)		5		1,873.73	
113	Travel - Hotel Service		(14.90)	(45.80)	(975.80)	(88.79)	(45.00)	(207.06)	(121.94)	(709.40)		5		709.40	
114	Uncategorized	(4,488.31)	(16,893.11)	(12,848.70)	(5,793.13)	(10,946.31)	(12,808.76)	(20,837.04)	(51,216.61)	(145,808.29)		5		85,134.28	(55,224.00)
115	Utilities - Cable			(2,758.24)	(4,816.24)	(5,156.80)	(4,181.54)	(8,331.51)	(2,581.79)	(23,248.82)		5		23,248.82	
116	Utilities - Century Link			(813.28)	(1,340.17)	(1,818.67)	(1,818.50)	(2,856.84)	(1,818.35)	(9,135.49)		5		9,135.49	
117	Utilities - Gas (CA)	(526.94)	(944.39)	(1,898.68)	(1,106.10)	(1,240.40)	(3,842.89)	(6,705.25)	(4,891.18)	(19,148.43)		5		16,143.43	
118	Utilities - LA Department	(239.88)	(849.64)	(546.27)	(5,480.07)	(4,667.73)	(5,610.23)	(13,152.43)	(18,012.37)	(44,578.07)		5		44,578.07	
119	Utilities - Time Warner Cable		(638.43)	(1,188.34)	(1,489.35)	(1,811.88)	(1,409.19)	(1,041.81)	(1,889.10)	(9,861.80)		5		9,861.80	
120	Utilities (CA)	(842.19)	(2,793.79)	(4,442.75)	(2,158.14)				(718.93)	(10,856.99)		5		10,856.99	
121	Utilities (CD)						(297.45)			(297.45)		5		297.45	
122	Wine Tasting - Unknown			(5,110.00)		(27,718.49)		(2,882.41)	(7,500.00)	(35,200.90)		5		(35,200.90)	
123	Withdrawals and cash advances	(73,909.66)	(88,715.26)	(105,211.50)	(121,451.41)	(77,718.90)	(55,380.14)	(64,495.17)	(45,517.39)	(529,500.51)		2 and 5		279,000.00	(250,500.51)
124	WFL Investment						(300,000.00)			(300,000.00)		2		300,000.00	
125	Yacht Related					(5,428.71)	(91,851.18)	(47,028.27)	(18,196.71)	(171,704.87)		2		171,704.87	
126	Yacht Related - purchase					(548,877.87)		(858,755.00)		(1,444,872.87)		2		1,444,872.87	
TOTAL													TOTAL		(8,811,025.84)

EXHIBIT 7

Kogod v. Kogod
Las Vegas, Nevada

PAYMENTS TO OR ON BEHALF OF DENNIS KOGOD'S FAMILY MEMBERS (SORTED BY DATE)

EXHIBIT 7

Please refer to Anthony's December 15, 2015 report.

Ref	Date	Unmatched Amount	AF Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
1	03/04/08	(718.00)	Travel - Airfare	Delta Air Line		Atlanta, GA	From: West Palm Beach FL; To: Atlanta GA; Passenger: Kogod/Marsha			AMEX x8-89008/x8-88000	(718.00)
2	03/04/08	(718.00)	Travel - Airfare	Delta Air Line		Atlanta, GA	From: West Palm Beach FL; To: Atlanta GA; Passenger: Kogod/Sheldon			AMEX x8-89008/x8-88000	(718.00)
3	03/06/08	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod B/M Payment						BoFA x6446	(1,000.00)
4	03/14/08	(2,200.00)	Payments to Individuals - Josh Kogod	Joshua Kogod B/M Payment						BoFA x6446	(2,200.00)
5	04/04/08	(2,000.00)	Payments to Individuals - Josh Kogod	Joshua Kogod B/M Payment						BoFA x6446	(2,000.00)
6	04/04/08	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod B/M Payment						BoFA x6446	(1,000.00)
7	04/19/08	(400.00)	Bowling related	Professional Bowlers						BoFA x6446	(400.00)
8	05/02/08	(2,000.00)	Payments to Individuals - Josh Kogod	Joshua Kogod B/M Payment						BoFA x6446	(2,000.00)
9	05/06/08	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod B/M Payment						BoFA x6446	(1,000.00)
10	05/09/08	(400.00)	Payments to Individuals - Josh Kogod	Joshua Kogod B/M Payment						BoFA x6446	(400.00)
11	06/04/08	(2,000.00)	Payments to Individuals - Josh Kogod	Joshua Kogod B/M Payment						BoFA x6446	(2,000.00)
12	06/05/08	(689.00)	Travel - Airfare	American Airlines		Dallas TX	From: Miami FL; To: Los Angeles CA; Passenger: Kogod/Sheldon			AMEX x8-89008/x8-88000	(689.00)
13	08/02/08	(689.00)	Travel - Airfare	American Airlines		Dallas TX	From: Miami FL; To: Los Angeles CA; Passenger: Kogod/Marsha			AMEX x8-89008/x8-88000	(689.00)
14	08/04/08	(1,000.00)	Payments to Individuals - Josh Kogod	Joshua Kogod B/M Payment						BoFA x6446	(1,000.00)
15	08/06/08	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod B/M Payment						BoFA x6446	(1,000.00)
16	08/06/08	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod B/M Payment						BoFA x6446	(1,000.00)
17	08/07/08	(2,000.00)	Payments to Individuals - Josh Kogod	Joshua Kogod B/M Payment						BoFA x6446	(2,000.00)
18	09/05/08	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod B/M Payment						BoFA x6446	(1,000.00)
19	10/06/08	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod B/M Payment						BoFA x6446	(1,000.00)
20	11/06/08	(2,000.00)	Payments to Individuals - Josh Kogod	Joshua Kogod B/M Payment						BoFA x6446	(2,000.00)
21	11/06/08	(2,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod B/M Payment						BoFA x6446	(2,000.00)
22	11/13/08	(10.00)	Travel - Airfare	Southwest Airlines		Dallas TX	From: Pittsburgh PA; To: Las Vegas NV; Passenger: Kogod/Joshua			AMEX x8-89008/x8-88000	(10.00)
23	12/05/08	(2,000.00)	Payments to Individuals - Josh Kogod	Joshua Kogod B/M Payment						BoFA x6446	(2,000.00)
24	12/09/08	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod B/M Payment						BoFA x6446	(1,000.00)
25	12/24/08	(7.50)	Travel - Airfare	Southwest Airlines		Dallas TX	From: Pittsburgh PA; To: St Louis MO/Pittsburgh PA; Passenger: Kogod/Jennifer			AMEX x8-89008/x8-88000	(7.50)
26	01/06/09	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod B/M Payment						BoFA x6446	(1,000.00)
27	02/06/09	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod B/M Payment						BoFA x6446	(1,000.00)
28	02/25/09	(30.00)	Travel - Airfare	US Airways		Phoenix AZ	Passenger: Kogod/Marsha			AMEX x8-89008/x8-88000	(30.00)
29	02/25/09	(30.00)	Travel - Airfare	US Airways		Phoenix AZ	Passenger: Kogod/Sheldon			AMEX x8-89008/x8-88000	(30.00)
30	02/25/09	(25.00)	Travel - Airfare	US Airways		Phoenix AZ	Passenger: Kogod/Marsha			AMEX x8-89008/x8-88000	(25.00)
31	02/25/09	(25.00)	Travel - Airfare	US Airways		Phoenix AZ	Passenger: Kogod/Sheldon			AMEX x8-89008/x8-88000	(25.00)

Kogod v. Kogod
Las Vegas, Nevada

PAYMENTS TO OR ON BEHALF OF DENNIS KOGOD'S FAMILY MEMBERS (SORTED BY DATE)
Please refer to Anthony's December 15, 2015 report.

EXHIBIT 7

Ref	Date	Unmatched Amount	AF Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
32	02/25/09	(10.00)	Travel - Airfare	US Airways		Phoenix AZ	From: Ft Lauderdale FL; To: Charlotte NC; Passenger: Kogod/Sheldon		-	AMEX x8-89008/x8-88000	(10.00)
33	02/25/09	(10.00)	Travel - Airfare	US Airways		Phoenix AZ	From: Ft Lauderdale FL; To: Charlotte NC; Passenger: Kogod/Marsha		-	AMEX x8-89008/x8-88000	(10.00)
34	03/06/09	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod B/E Payment					-	BoFA x6446	(1,000.00)
35	04/03/09	(2,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	379				-	BoFA x6446	(2,000.00)
36	06/05/09	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	386				-	BoFA x6446	(1,000.00)
37	05/19/09	(1,574.00)	Rent: Broadcast (CA)	Broadcast Center Apts	377				-	BoFA x6446	(1,574.00)
38	05/21/09	(1,038.73)	Rent: Broadcast (CA)	Broadcast Center		Los Angeles, CA			-	AMEX 5-723003	(1,038.73)
39	06/12/09	(7,000.00)	Payments to Individuals - Josh Kogod	Josh Kogod	310				-	BoFA x6446	(7,000.00)
40	07/01/09	(2,399.00)	Rent: Broadcast (CA)	Broadcast Center	344				-	BoFA x6446	(2,399.00)
41	07/03/09	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	340				-	BoFA x6446	(1,000.00)
42	07/29/09	(10.00)	Travel - Airfare	Southwest Airlines		Dallas TX	From: Fort Lauderdale FL; To: Houston TX; Passenger: Kogod/Mitchell Craig		-	AMEX x8-89008/x8-88000	(10.00)
43	07/31/09	(401.00)	Travel - Airfare	Spirit Airlines		Miami FL	From: Fort Lauderdale FL; To: Los Angeles CA; Passenger: Kogod/M		-	AMEX x8-89008/x8-88000	(401.00)
44	07/31/09	(24.00)	Travel - Airfare	Spirit Airlines		Miami FL	From: Fort Lauderdale FL; To: Los Angeles CA; Passenger: Kogod/M		-	AMEX x8-89008/x8-88000	(24.00)
45	08/04/09	(1,000.00)	Payments to Individuals - Sheldon Kogod	S. Kogod	406				-	BoFA x6446	(1,000.00)
46	08/04/09	(2,399.00)	Rent: Broadcast (CA)	Broadcast Center	403				-	BoFA x6446	(2,399.00)
47	09/01/09	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	410				-	BoFA x6446	(1,000.00)
48	09/01/09	(2,399.00)	Rent: Broadcast (CA)	Broadcast Center	415				-	BoFA x6446	(2,399.00)
49	09/12/09	(600.00)	Payments to Individuals - Sheldon Kogod	S. Kogod	418				-	BoFA x6446	(600.00)
50	09/19/09	(2,399.00)	Rent: Broadcast (CA)	Broadcast Center	421				-	BoFA x6446	(2,399.00)
51	10/05/09	(1,000.00)	Payments to Individuals - Sheldon Kogod	S. Kogod	420				-	BoFA x6446	(1,000.00)
52	10/16/09	(5.00)	Travel - Airfare	Southwest Airlines		Dallas TX	From: Los Angeles CA; To: Las Vegas NV; Passenger: Kogod/Sheldon Joseph		-	AMEX x8-89008/x8-88000	(5.00)
53	10/16/09	(5.00)	Travel - Airfare	Southwest Airlines		Dallas TX	From: Los Angeles CA; To: Las Vegas NV; Passenger: Kogod/Marsha Barbara		-	AMEX x8-89008/x8-88000	(5.00)
54	10/30/09	(2,399.00)	Rent: Broadcast (CA)	Broadcast Center B/E Payment					-	BoFA x6446	(2,399.00)
55	11/01/09	(1,500.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	423				-	BoFA x6446	(1,500.00)
56	11/11/09	(244.60)	Travel - Airfare	Delta Air Line		Los Angeles, CA	From: Fort Lauderdale FL; To: Los Angeles CA; Passenger: Palardy/Charles Rona		-	AMEX x8-89008/x8-88000	(244.60)
57	11/12/09	(244.60)	Travel - Airfare	Delta Air Line		Los Angeles, CA	From: Fort Lauderdale FL; To: Los Angeles CA; Passenger: Palardy/Beverly Cero		-	AMEX x8-89008/x8-88000	(244.60)
58	11/12/09	(297.70)	Travel - Airfare	Southwest Airlines		Dallas TX	From: Los Angeles CA; To: Nashville TN; Passenger: Palardy/Charles		-	AMEX x8-89008/x8-88000	(297.70)
59	11/12/09	(297.70)	Travel - Airfare	Southwest Airlines		Dallas TX	From: Los Angeles CA; To: Nashville TN; Passenger: Palardy/Beverly		-	AMEX x8-89008/x8-88000	(297.70)
60	11/12/09	(5.00)	Travel - Airfare	Southwest Airlines		Dallas TX	From: Los Angeles CA; To: Las Vegas NV; Passenger: Palardy/Charles Rona		-	AMEX x8-89008/x8-88000	(5.00)
61	11/12/09	(5.00)	Travel - Airfare	Southwest Airlines		Dallas TX	From: Los Angeles CA; To: Las Vegas NV; Passenger: Palardy/Beverly Cero		-	AMEX x8-89008/x8-88000	(5.00)
62	11/16/09	(10.00)	Travel - Airfare	Southwest Airlines		Dallas TX	From: West Palm Beach FL; To: Tampa FL; Passenger: Kogod/Marsha		-	AMEX x8-89008/x8-88000	(10.00)
63	12/03/09	(1,000.00)	Payments to Individuals - Sheldon Kogod	S. Kogod	342				-	BoFA x6446	(1,000.00)
64	12/07/09	(2,399.00)	Rent: Broadcast (CA)	Broadcast Center B/E Payment					-	BoFA x6446	(2,399.00)
65	01/05/10	(1,000.00)	Payments to Individuals - Sheldon Kogod	S. Kogod	340				-	BoFA x6446	(1,000.00)
66	01/07/10	(2,399.00)	Rent: Broadcast (CA)	Broadcast Center B/E Payment					-	BoFA x6446	(2,399.00)
67	01/08/10	(150.00)	Travel - Airfare	US Airways		Winston NC	Passenger: Kogod/Sheldon		-	AMEX x8-89008/x8-88000	(150.00)

Kogod v. Kogod
Las Vegas, Nevada

PAYMENTS TO OR ON BEHALF OF DENNIS KOGOD'S FAMILY MEMBERS (SORTED BY DATE)

EXHIBIT 7

Please refer to Anthem's December 15, 2015 report.

Ref	Date	Unmatched Amounts	AF Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
68	01/08/10	(150.00)	Travel - Airfare	US Airways		Winston NC	Passenger: Kogod/Marsha			AMEX x8-89008/x8-89000	(150.00)
69	01/13/10	(211.40)	Travel - Airfare	US Airways		Phoenix AZ	From: Fort Lauderdale FL; To: Phoenix AZ; Passenger: Kogod/Marsha/Barbara			AMEX x8-89008/x8-89000	(211.40)
70	01/13/10	(211.40)	Travel - Airfare	US Airways		Phoenix AZ	From: Fort Lauderdale FL; To: Phoenix AZ; Passenger: Kogod/Sheldon Joseph			AMEX x8-89008/x8-89000	(211.40)
71	01/13/10	(25.00)	Travel - Airfare	US Airways		Phoenix AZ	Passenger: Kogod/Marsha/Barbara			AMEX x8-89008/x8-89000	(25.00)
72	01/13/10	(25.00)	Travel - Airfare	US Airways		Phoenix AZ	Passenger: Kogod/Sheldon Joseph			AMEX x8-89008/x8-89000	(25.00)
73	01/19/10	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	244					BoFA x6446	(1,000.00)
74	01/29/10	(2,399.00)	Rent: Broadcast (CA)	Broadcast Center Bill Payment						BoFA x6446	(2,399.00)
75	02/11/10	(329.40)	Travel - Airfare	Delta Air Line		Los Angeles, CA	From: Atlanta GA; To: Los Angeles CA;			AMEX x8-89008/x8-89000	(329.40)
76	02/11/10	(329.40)	Travel - Airfare	Delta Air Line		Los Angeles, CA	From: Atlanta GA; To: Los Angeles CA; Passenger: Kogod/Michael			AMEX x8-89008/x8-89000	(329.40)
77	02/11/10	(329.40)	Travel - Airfare	Delta Air Line		Los Angeles, CA	From: Atlanta GA; To: Los Angeles CA; Passenger: Kogod/Dana			AMEX x8-89008/x8-89000	(329.40)
78	02/16/10	(2,399.00)	Rent: Broadcast (CA)	Broadcast Center Bill Payment						BoFA x6446	(2,399.00)
79	03/02/10	(1,000.00)	Payments to Individuals - S. Kogod	S. Kogod	431					BoFA x6446	(1,000.00)
80	03/19/10	(2,399.00)	Rent: Broadcast (CA)	Broadcast Center Bill Payment						BoFA x6446	(2,399.00)
81	04/02/10	(1,000.00)	Payments to Individuals - S. Kogod	S. Kogod	429					BoFA x6446	(1,000.00)
82	04/19/10	(2,500.00)	Payments to Individuals - Josh Kogod	Josh Kogod	435					BoFA x6446	(2,500.00)
83	04/29/10	(2,399.00)	Rent: Broadcast (CA)	Broadcast Center Bill Payment						BoFA x6446	(2,399.00)
84	05/03/10	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	436					BoFA x6446	(1,000.00)
85	05/10/10	(750.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	448					BoFA x6446	(750.00)
86	05/18/10	(2,399.00)	Rent: Broadcast (CA)	Broadcast Center Bill Payment						BoFA x6446	(2,399.00)
87	06/05/10	(1,000.00)	Payments to Individuals - S. Kogod	S. Kogod	437					BoFA x6446	(1,000.00)
88	06/15/10	(447.40)	Travel - Airfare	American Airlines		Dallas TX	From: West Palm Beach FL; To: Dallas/Ft Worth TX; Passenger: Kogod/Marsha			AMEX x8-89008/x8-89000	(447.40)
89	06/15/10	(377.40)	Travel - Airfare	US Airways		Phoenix TX	From: Los Angeles CA; To: Phoenix AZ; Passenger: Kogod/Sheldon			AMEX x8-89008/x8-89000	(377.40)
90	06/15/10	(377.40)	Travel - Airfare	US Airways		Phoenix TX	From: Los Angeles CA; To: Phoenix AZ; Passenger: Kogod/Marsha/Barbara			AMEX x8-89008/x8-89000	(377.40)
91	06/15/10	(25.00)	Travel - Airfare	US Airways		Phoenix TX	Passenger: Kogod/Sheldon			AMEX x8-89008/x8-89000	(25.00)
92	06/15/10	(25.00)	Travel - Airfare	US Airways		Phoenix TX	Passenger: Kogod/Marsha/Barbara			AMEX x8-89008/x8-89000	(25.00)
93	06/19/10	(2,399.00)	Rent: Broadcast (CA)	Broadcast Center Bill Payment						BoFA x6446	(2,399.00)
94	07/01/10	(150.00)	Rent: Broadcast (CA)	Broadcast Center Bill Payment						BoFA x6446	(150.00)
95	07/07/10	(1,000.00)	Payments to Individuals - S. Kogod	S. Kogod	459					BoFA x6446	(1,000.00)
96	07/13/10	(1,000.00)	Payments to Individuals - Josh Kogod	Josh Kogod						WF x5197	(1,000.00)
97	07/19/10	(2,549.00)	Rent: Broadcast (CA)	Broadcast Center Bill Payment						BoFA x6446	(2,549.00)
98	08/03/10	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	461					BoFA x6446	(1,000.00)
99	08/27/10	(2,549.00)	Rent: Broadcast (CA)	Broadcast Center Bill Payment						BoFA x6446	(2,549.00)
100	09/03/10	(1,000.00)	Payments to Individuals - S. Kogod	S. Kogod	1019					WF x5197	(1,000.00)
101	09/29/10	(2,549.00)	Rent: Broadcast (CA)	Broadcast Center Bill Payment						BoFA x6446	(2,549.00)
102	10/04/10	(1,000.00)	Payments to Individuals - S. Kogod	S. Kogod	1128					WF x5197	(1,000.00)
103	10/19/10	(2,549.00)	Rent: Broadcast (CA)	Broadcast Center Bill Payment						BoFA x6446	(2,549.00)
104	11/01/10	(1,000.00)	Payments to Individuals - S. Kogod	S. Kogod	1142					WF x5197	(1,000.00)

Kogod v. Kogod
Las Vegas, Nevada

PAYMENTS TO OR ON BEHALF OF DENNIS KOGOD'S FAMILY MEMBERS (SORTED BY DATE)

EXHIBIT 7

Please refer to Anthem's December 15, 2013 report.

Ref	Date	Unmatched Amount	AF Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
105	11/29/10	(2,549.00)	Rent: Broadcast (CA)	Broadcast Center Bill Payment						BoFA #6446	(2,549.00)
106	11/30/10	(130.40)	Travel - Airfare	American Airlines			From: West Palm Beach To: Los Angeles, CA			AMEX #8-89008/x8	(130.40)
107	11/30/10	(130.40)	Travel - Airfare	American Airlines			From: West Palm Beach To: Los Angeles, CA TXR #: 00129294538820 Passenger: Marsha Kogod Depart: 11/30			AMEX #8-89008/x8-88000	(130.40)
108	12/01/10	(1,000.00)	Payments to Individuals - Sheldon Kogod	S. Kogod	1148					WF #5397	(1,000.00)
109	12/01/10	(130.40)	Travel - Airfare	US Airways			From: Los Angeles, CA To: Fort Lauderdale, FL TXR #: 03724115828501 Passenger: Sheldon			AMEX #8-89008/x8-88000	(130.40)
110	12/01/10	(130.40)	Travel - Airfare	US Airways			From: Los Angeles, CA To: Fort Lauderdale, FL TXR #: 03724115828622 Passenger: Marsha Kogod Depart: 2/2			AMEX #8-89008/x8-88000	(130.40)
111	12/22/10	(1,500.00)	Rent: Broadcast (CA)	Broadcast	1118		Sec. Deposit			WF #5397	(1,500.00)
112	12/22/10	(810.30)	Rent: Broadcast (CA)	Broadcast	1113					WF #5397	(810.30)
113	12/28/10	(142.00)	Rent: Broadcast (CA)	Broadcast	1108		Rent Increase Apt. 206			WF #5397	(142.00)
114	12/29/10	(2,549.00)	Rent: Broadcast (CA)	Broadcast Center Bill Payment						BoFA #6446	(2,549.00)
115	01/08/11	(1,000.00)	Payments to Individuals - Sheldon Kogod	S. Kogod	1104					WF #5397	(1,000.00)
116	01/18/11	(450.00)	Payments to Individuals - Sheldon Kogod	S. Kogod	1078					WF #5397	(450.00)
117	03/28/11	(2,691.00)	Rent: Broadcast (CA)	Broadcast Center Bill Payment						BoFA #6446	(2,691.00)
118	02/02/11	(1,750.00)	Payments to Individuals - Josh Kogod	Bill Pay Joshua Kogod Online No Account Number						WF #5397	(1,750.00)
119	02/28/11	(1,500.00)	Payments to Individuals - Josh Kogod	Bill Pay Joshua Kogod online No Account Number						WF #5397	(1,500.00)
120	02/28/11	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1090					WF #5397	(1,000.00)
121	02/28/11	(2,549.00)	Rent: Broadcast (CA)	Broadcast Center Bill Payment						BoFA #6446	(2,549.00)
122	04/01/11	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1081					WF #5397	(1,000.00)
123	04/04/11	(2,691.00)	Rent: Broadcast (CA)	Broadcast Check Pmts Sheldon Kogod	1092					WF #5397	(2,691.00)
124	05/03/11	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1046					WF #5397	(1,000.00)
125	05/03/11	(2,691.00)	Rent: Broadcast (CA)	Broadcast Check Pmts Sheldon Kogod	1047					WF #5397	(2,691.00)
126	05/10/11	(250.00)	Payments to Individuals - Marsha Kogod	Marsha Kogod	1042					WF #5397	(250.00)
127	05/16/11	(350.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1036					WF #5397	(350.00)
128	05/31/11	(1,000.00)	Payments to Individuals - Sheldon Kogod	S. Kogod	1043					WF #5397	(1,000.00)
129	06/02/11	(2,691.00)	Rent: Broadcast (CA)	Broadcast Check Pmts Sheldon Kogod	1052					WF #5397	(2,691.00)
130	06/24/11	(45.00)	Quest & Subscriptions - Sheldon Kogod	Sheldon Kogod - Annual Membership Fee						AMEX #8-89008/x8	(45.00)
131	06/29/11	(1,000.00)	Payments to Individuals - Sheldon Kogod	S. Kogod	1057					WF #5397	(1,000.00)
132	07/01/11	(2,691.00)	Rent: Broadcast (CA)	Broadcast Check Pmts Sheldon Kogod	1058					WF #5397	(2,691.00)
133	08/01/11	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1133					WF #5397	(1,000.00)
134	08/02/11	(2,691.00)	Rent: Broadcast (CA)	Broadcast Check Pmts Sheldon Kogod						WF #5397	(2,691.00)
135	09/01/11	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1180					WF #5397	(1,000.00)
136	09/02/11	(2,691.00)	Rent: Broadcast (CA)	Broadcast Check Pmts Sheldon Kogod	1159					WF #5397	(2,691.00)
137	10/03/11	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1204					WF #5397	(1,000.00)
138	10/03/11	(2,691.00)	Rent: Broadcast (CA)	Broadcast Check Pmts Sheldon Kogod	1205					WF #5397	(2,691.00)
139	11/01/11	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1218					WF #5397	(1,000.00)
140	11/02/11	(2,691.00)	Rent: Broadcast (CA)	Broadcast Check Pmts Sheldon Kogod	1219					WF #5397	(2,691.00)
141	11/15/11	(2,000.00)	Payments to Individuals - Josh Kogod	Josh Kogod	1252					WF #5397	(2,000.00)

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PAYMENTS TO OR ON BEHALF OF DENNIS KOGOD'S FAMILY MEMBERS (SORTED BY DATE)

EXHIBIT 7

Please refer to Anthon's December 15, 2015 report.

Ref	Date	Unmatched Amounts	AF Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
142	12/01/11	(1,100.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1263					WF x5397	(1,100.00)
143	12/02/11	(2,691.00)	Rent: Broadcast (CA)	Broadcast Check Pmts Sheldon Kogod	1261					WF x5397	(2,691.00)
144	01/03/12	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1178					WF x5397	(1,000.00)
145	01/03/12	(2,691.00)	Rent: Broadcast (CA)	Broadcast Check Pmts Sheldon Kogod	1179					WF x5397	(2,691.00)
146	01/11/12	(709.20)	Travel - Airfare	Virgin America			From: Los Angeles To: Ft. Lauderdale (round)			AMEX x8-89008/x8-	(709.20)
147	02/01/12	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1231					WF x5397	(1,000.00)
148	02/06/12	(2,691.00)	Rent: Broadcast (CA)	Broadcast Check Pmts Sheldon Kogod	1232					WF x5397	(2,691.00)
149	02/29/12	(25.00)	Travel - Airfare	Virgin America			Name: Marsha Kogod TXT #: 9842600565743			AMEX x8-89008/x8-	(25.00)
150	02/29/12	(25.00)	Travel - Airfare	Virgin America			Name: Sheldon Kogod TXT #: 98426005657416 depart: 3/29			AMEX x8-89008/x8-	(25.00)
151	03/01/12	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1201					WF x5397	(1,000.00)
152	03/01/12	(2,715.97)	Rent: Broadcast (CA)	Broadcast Check Pmts Sheldon Kogod	1202					WF x5397	(2,715.97)
153	03/06/12	25.00	Travel - Airfare	Virgin America - credit			Sheldon Kogod TXT #: 9842600565741	AMEX x8-89008/x8-88000	25.00		
154	03/06/12	25.00	Travel - Airfare	Virgin America - credit			Marsha Kogod TXT #: 9842600565743	AMEX x8-89008/x8-88000	25.00		
155	03/18/12	(5.00)	Travel - Airfare	United Airlines			From: Los Angeles To: Kahului (roundtrip) dpt: 4/15 TXT #: 01623214713854 Name: Sheldon Kogod			AMEX x8-89008/x8-88000	(5.00)
156	03/18/12	(5.00)	Travel - Airfare	United Airlines			From: Los Angeles To: Kahului (roundtrip) dpt: 4/15 TXT #: 01623214713875 Name: Marsha Kogod			AMEX x8-89008/x8-88000	(5.00)
157	04/01/12	(2,759.00)	Rent: Broadcast (CA)	Broadcast Check Pmts Sheldon Kogod						WF x5397	(2,759.00)
158	04/01/12	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1314					WF x5397	(1,000.00)
159	04/21/12	(3,187.00)	Auto Related - Hyundai	Hyundai		Van Nuys, CA				AMEX 5-723003	(3,187.00)
160	04/30/12	(7.50)	Travel - Airfare	United Airlines - special service ticket			From: Pittsburgh To: Chicago, Los Angeles			AMEX x8-89008/x8-	(7.50)
161	04/30/12	(7.50)	Travel - Airfare	United Airlines - special service ticket			From: Pittsburgh To: Chicago, Los Angeles, Pittsburgh TKTR: 01623260653405 Name: Jennifer Kogod dpt: 5/17			AMEX x8-89008/x8-88000	(7.50)
162	04/30/12	(7.50)	Travel - Airfare	United Airlines - special service ticket			From: Pittsburgh To: Chicago, Los Angeles, Pittsburgh TKTR: 01623260653416 Name: Courtney Kogod dpt: 5/17			AMEX x8-89008/x8-88000	(7.50)
163	04/30/12	(7.50)	Travel - Airfare	United Airlines - special service ticket			From: Pittsburgh To: Chicago, Los Angeles, Pittsburgh TKTR: 01623260653420 Name: Timothy Seavers dpt: 5/17			AMEX x8-89008/x8-88000	(7.50)
164	04/30/12	(7.50)	Travel - Airfare	United Airlines - special service ticket			From: Pittsburgh To: Chicago, Los Angeles, Pittsburgh TKTR: 01623260653431 Name: Ella Kogod dpt: 5/17			AMEX x8-89008/x8-88000	(7.50)
165	05/02/12	(1,000.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1411					WF x5397	(1,000.00)
166	05/02/12	(2,759.00)	Rent: Broadcast (CA)	Broadcast Check Pmts Sheldon Kogod	1412					WF x5397	(2,759.00)
167	05/07/12	(10.00)	Travel - Airfare	Southwest Airlines			From: Ft. Lauderdale To: Kansas City, IA			AMEX x8-89008/x8-	(10.00)
168	05/24/12	(1,000.00)	Payments to Individuals - Josh Kogod	Josh Kogod	1418					WF x5397	(1,000.00)
169	06/04/12	(820.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1377					WF x5397	(820.00)
170	06/04/12	(2,759.00)	Rent: Broadcast (CA)	Broadcast Check Pmts Sheldon Kogod	1376					WF x5397	(2,759.00)
171	06/18/12	(3,000.00)	Payments to Individuals - Mitchell Kogod	Mitchell Kogod	1385					WF x5397	(3,000.00)

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PAYMENTS TO OR ON BEHALF OF DENNIS KOGOD'S FAMILY MEMBERS (SORTED BY DATE)
Please refer to Anthem's December 15, 2015 report.

EXHIBIT 7

Ref	Date	Unmatched Amounts	AF Category	Description			Inflows		Outflows		
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
172	06/24/12	(45.00)	Dues & Subscriptions - Membership Dues (Sheldon)	Annual Membership Fee - Sheldon Kogod						AMEX #8-89004/x8-88000	(45.00)
173	06/25/12	(350.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1425					WF #5397	(350.00)
174	07/02/12	(920.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1433					WF #5397	(920.00)
175	07/02/12	(2,759.00)	Rent: Broadcast (CA)	Broadcast Check Pmts Sheldon Kogod	1433					WF #5397	(2,759.00)
176	07/13/12	(5.00)	Travel - Airfare	United Airlines - special service ticket			From: Pittsburgh To: Los Angeles (RT) dpr:			AMEX #8-89004/x8-88000	(5.00)
177	07/13/12	(5.00)	Travel - Airfare	United Airlines - special service ticket			From: Pittsburgh To: Los Angeles (RT) dpr: #15 TKT #: 01023337783542 Name: Timothy Seavers			AMEX #8-89004/x8-88000	(5.00)
178	07/19/12	(7.50)	Travel - Airfare	United Airlines - special service ticket			From: Pittsburgh To: Los Angeles (RT) dpr: 9/30 TKT #: 010233344390404 Name: Joshua Kogod			AMEX #8-89004/x8-88000	(7.50)
179	07/19/12	(5.00)	Travel - Airfare	United Airlines - special service ticket			From: Ft Lauderdale To: Los Angeles dpr: 8/10 TST #: 010233344390404 Name: Mitchell Kogod			AMEX #8-89004/x8-88000	(5.00)
180	07/19/12	(249.80)	Travel - Airfare	Virgin America			From: Los Angeles To: Ft. Lauderdale dpr: 8/13 TKT #: 90421325535580 Name: Mitchell Kogod			AMEX #8-89004/x8-88000	(249.80)
181	08/01/12	(820.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1437					WF #5397	(820.00)
182	08/03/12	(2,759.00)	Rent: Broadcast (CA)	Broadcast Check Pmts Sheldon Kogod	1438					WF #5397	(2,759.00)
183	08/04/12	(10,000.00)	Payments to Individuals - Sheldon Kogod	Edward McGee	1004		Mitchell's attorney			UBS #27	(10,000.00)
184	08/04/12	(820.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1356					WF #5397	(820.00)
185	08/04/12	(2,759.00)	Rent: Broadcast (CA)	Broadcast Check Pmts Sheldon Kogod	1358					WF #5397	(2,759.00)
186	09/24/12	(399.20)	Travel - Airfare	SW Air		Dallas TX	From: Ft Lauderdale To: Denver Int'l APT;			AMEX #0-81009/x0-82007	(399.20)
187	09/26/12	(399.20)	Travel - Airfare	SW Air		Dallas TX	From: Ft Lauderdale To: Denver Int'l APT; Passenger: Botero/Angela R, departure: 9/28			AMEX #0-81009/x0-82007	(399.20)
188	10/01/12	(820.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1328					WF #5397	(820.00)
189	10/03/12	(2,759.00)	Rent: Broadcast (CA)	Broadcast Check Pmts Sheldon Kogod	1329					WF #5397	(2,759.00)
190	10/12/12	(391.60)	Travel - Airfare	Delta Airlines			From: Ft Lauderdale/Hol, To: Atlanta Hartsfield; Passenger: Kogod/Mitchell			AMEX #0-81009/x0-82007	(391.60)
191	10/24/12	(624.60)	Travel - Airfare	Virgin America		San Francisco, CA	Pass: Mitchell Kogod FT. Lauderdale to LA (RT)			AMEX #0-81009/x0-82007	(624.60)
192	10/31/12	(3,579.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1301					WF #5397	(3,579.00)
193	11/26/12	(110.80)	Travel - Airfare	Virgin America		San Francisco, CA	From: Ft Lauderdale/Hol, To: Los Angeles Intern; Passenger: Kogod/Mitchell			AMEX #0-81009/x0-82007	(110.80)
194	11/27/12	(185.60)	Travel - Airfare	Aktran Airways		Atlanta, GA	From: Atlanta Hartsfield, To: Ft Lauderdale/Hol; Passenger: Mr Mitchell Craig Kogod			AMEX #0-81009/x0-82007	(185.60)
195	12/08/12	(2,759.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	519		#43011474			BoA #6446	(2,759.00)
196	12/08/12	(820.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1452					WF #5397	(820.00)
197	12/08/12	(500.00)	Payments to Individuals - Josh Kogod	Josh Kogod	1391					WF #5397	(500.00)
198	12/11/12	(755.60)	Travel - Airfare	SW Air		Dallas TX	From: Atlanta Hartsfield, To: Los Angeles Intern; Passenger: Kogod/Emily R			AMEX #0-81009/x0-82007	(755.60)
199	12/11/12	(755.60)	Travel - Airfare	SW Air		Dallas TX	From: Atlanta Hartsfield, To: Los Angeles Intern; Passenger: Kogod/Dana L			AMEX #0-81009/x0-82007	(755.60)
200	12/31/12	(3,579.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1478					WF #5397	(3,579.00)
201	01/17/13	(393.80)	Travel - Airfare	Virgin America		San Francisco, CA	From: Ft Lauderdale/Hol, To: Los Angeles Intern; Passenger: Botero/Angela, departure:			AMEX #0-81009/x0-82007	(393.80)
202	01/22/13	(1,400.00)	Payments to Individuals - Mitchell Kogod	Mitchell Kogod	1480					WF #5397	(1,400.00)

Kogod v. Kogod
Las Vegas, Nevada

PAYMENTS TO OR ON BEHALF OF DENNIS KOGOD'S FAMILY MEMBERS (SORTED BY DATE)

EXHIBIT 7

Please refer to Anthem's December 15, 2013 report.

Ref	Date	Unmatched Amounts	AP Category	Description			Inflows		Outflows		
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
203	02/29/13	(235.00)	Travel - Airfare	Virgin America		San Francisco, CA	From: Los Angeles Intern, To: Ft Lauderdale/Hol; Passenger: Beata/Angela,		-	AMEX #0-81009/#0-81007	(235.00)
204	03/30/13	(3,579.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1530				-	WF #5397	(3,579.00)
205	03/31/13	14,328.00	Deposit - Mitchell and Dana Kogod	Mitchell Kogod/Dana Kogod				WF #5397	14,328.00		
206	03/31/13	(6,000.00)	Payments to Individuals - Mitchell Kogod	Mitchell Kogod	1531				-	WF #5397	(6,000.00)
207	03/04/13	(450.00)	Payments to Individuals - Mitchell Kogod	Mitchell Kogod	1547				-	WF #5397	(450.00)
208	03/04/13	(400.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1548				-	WF #5397	(400.00)
209	03/12/13	(600.00)	Payments to Individuals - Mitchell Kogod	Mitchell Kogod	1546				-	WF #5397	(600.00)
210	07/12/13	(15,000.00)	Payments to Individuals - Mitchell Kogod	Mitchell Kogod	1009				-	DBS #27	(15,000.00)
211	02/15/13	(2,030.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1543				-	WF #5397	(2,030.00)
212	03/18/13	(447.78)	Travel - Airfare	Spirit Airlines		South Florida FL	From: Los Angeles Intern, To: Ft Lauderdale/Hol; Passenger: Mr Mitchell Craig		-	AMEX #0-81009/#0-81007	(447.78)
213	02/28/13	(5,609.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1495				-	WF #5397	(5,609.00)
214	04/01/13	(4,789.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1582				-	WF #5397	(4,789.00)
215	04/03/13	(268.80)	Travel - Airfare	Southwest Airlines			From: Orlando To: Los Angeles Name: Beverly Palardy IATA: 5262119488739 dpt: 5/24		-	AMEX #0-81009/#0-81007	(268.80)
216	04/03/13	(268.80)	Travel - Airfare	Southwest Airlines			From: Orlando To: Los Angeles Name: Charles Palardy IATA: 5262119488740 dpt: 5/24		-	AMEX #0-81009/#0-81007	(268.80)
217	04/03/13	(20.00)	Travel - Airfare	Virgin America		San Francisco, CA	From: unknown, To: unknown; Passenger: Palardy/Charles		-	AMEX #0-81009/#0-81007	(20.00)
218	04/09/13	(20.00)	Travel - Airfare	Virgin America		San Francisco, CA	From: unknown, To: unknown; Passenger: Palardy/Beverly		-	AMEX #0-81009/#0-81007	(20.00)
219	04/18/13	(833.40)	Travel - Airfare	Delta Airline		Atlanta, GA	From: Los Angeles Intern To: Atlanta Hartsfield; Passenger Name: Kogod/Mitchell Craig		-	AMEX #0-81009/#0-81007	(833.40)
220	05/01/13	(3,416.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1673				-	WF #5397	(3,416.00)
221	05/06/13	(2,759.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1678				-	WF #5397	(2,759.00)
222	05/17/13	(100.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1693				-	WF #5397	(100.00)
223	05/30/13	(2,030.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1627				-	WF #5397	(2,030.00)
224	06/07/13	(2,420.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1704				-	WF #5397	(2,420.00)
225	06/03/13	(600.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1710				-	WF #5397	(600.00)
226	06/14/13	(1,500.00)	Payments to Individuals - Josh Kogod	Josh Kogod Online					-	WF #5397	(1,500.00)
227	06/14/13	(45.00)	Dues & Subscriptions - Membership Dues [Sheldon]	Annual Membership Fee - Sheldon Kogod					-	AMEX #0-81009/#0-81007	(45.00)
228	07/01/13	(475.00)	Payments to Individuals - Mitchell Kogod	Mitchell Kogod	1707				-	WF #5397	(475.00)
229	07/02/13	(820.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1709				-	WF #5397	(820.00)
230	07/02/13	(2,596.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1706				-	WF #5397	(2,596.00)
231	07/30/13	(820.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1609				-	WF #5397	(820.00)
232	07/30/13	(2,030.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1608				-	WF #5397	(2,030.00)

Kogod v. Kogod
Las Vegas, Nevada

PAYMENTS TO OR ON BEHALF OF DENNIS KOGOD'S FAMILY MEMBERS (SORTED BY DATE)

EXHIBIT 7

Please refer to Anthem's December 15, 2015 report.

Ref	Date	Unmatched Amounts	AF Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
233	07/30/13	(560.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1610					WF x5397	(560.00)
234	09/03/13	(3,610.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1740					WF x5397	(3,610.00)
235	10/01/13	(1,590.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1811					WF x5397	(1,590.00)
236	11/13/13	(300.00)	Payments to Individuals - Mitchell Kogod	Mitch Kogod	1618					WF x5397	(300.00)
237	11/13/13	(500.00)	Payments to Individuals - Marsha Kogod	Marsha Kogod	1615					WF x5397	(500.00)
238	11/14/13	(5.00)	Travel - Airfare	Delta Air Line		Atlanta, GA	From: unknown; To: unknown; Passenger: Kogod/Dane (additional collection)			AMEX x0-81009/x0-82007	(5.00)
239	11/14/13	(5.00)	Travel - Airfare	Delta Air Line		Atlanta, GA	From: unknown; To: unknown; Passenger: Kogod/Emily (additional collection)			AMEX x0-81009/x0-82007	(5.00)
240	12/30/13	(1,599.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1997					WF x5397	(1,599.00)
241	02/04/14	(1,599.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1956					WF x5397	(1,599.00)
242	02/08/14	(300.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1917					WF x5397	(300.00)
243	02/10/14	(350.00)	Payments to Individuals - Mitchell Kogod	Mitchell Kogod	1966					WF x5397	(350.00)
244	02/16/14	(3,000.00)	Payments to Individuals - Mitchell Kogod	Mitchell Kogod	1968					WF x5397	(3,000.00)
245	02/18/14	(59.93)	Travel - Airfare	Spirit Airlines		FL	Passenger: Kogod/Mitchell			AMEX x0-81009/x0-82007	(59.93)
246	02/19/14	(700.00)	Payments to Individuals - Josh Kogod	Josh Kogod	1913					WF x5397	(700.00)
247	02/25/14	(750.00)	Payments to Individuals - Josh Kogod	Bill Pay Josh Kogod online No Account Number on 2/25						WF x5397	(750.00)
248	02/26/14	(20,000.00)	Payments to Individuals - Mitchell Kogod	Mitchell Kogod	1041					USB x27	(20,000.00)
249	02/28/14	(500.00)	Payments to Individuals - Josh Kogod	Bill Pay Josh Kogod online No Account Number on 2/28						WF x5397	(500.00)
250	03/03/14	(1,600.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1583					WF x5397	(1,600.00)
251	03/10/14	(25,000.00)	Payments to Individuals - Mitchell Kogod	Mitchell Kogod	1068					USB x45	(25,000.00)
252	03/19/14	(1,400.00)	Payments to Individuals - Mitchell Kogod	Mitch Kogod	1069					USB x45	(1,400.00)
253	03/21/14	(600.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1746					WF x5397	(600.00)
254	04/28/14	(600.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1762					WF x5397	(600.00)
255	05/05/14	(200.00)	Payments to Individuals - Mitchell Kogod	Mitchell Kogod	1761					WF x5397	(200.00)
256	05/13/14	(250.00)	Payments to Individuals - Marsha Kogod	Marsha Kogod	1771					WF x5397	(250.00)
257	05/18/14	(250.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1769					WF x5397	(250.00)
258	05/29/14	(40.00)	Payments to Individuals - Bonnie Mibett	Bonnie Mibett	1284		Deabe			WF x5397	(40.00)
259	05/30/14	(600.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1777					WF x5397	(600.00)
260	06/17/14	(528.00)	Travel - Airfare	SW Air		Dallas TX	From: Baltimore Washington; To: Los Angeles Intern; Passenger: Kogod/Bonnie Mibett			AMEX x0-81009/x0-82007	(528.00)
261	06/17/14	(528.00)	Travel - Airfare	SW Air		Dallas TX	From: Baltimore Washington; To: Los Angeles Intern; Passenger: Kogod/Bonnie Mibett			AMEX x0-81009/x0-82007	(528.00)

Kogod v. Kogod
Las Vegas, Nevada

PAYMENTS TO OR ON BEHALF OF DENNIS KOGOD'S FAMILY MEMBERS (SORTED BY DATE)
Please refer to Exhibit's December 15, 2015 report

EXHIBIT 7

Ref	Date	Unmatched Amounts	AF Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
262	06/12/14	(516.00)	Travel - Airfare	SW Air		Dallas TX	From: Baltimore Washington; To: Los Angeles Intern; Passenger: Kogod Levin/Jemie			AMEX x0-81009/x0-82007	(516.00)
263	06/12/14	(536.00)	Travel - Airfare	SW Air		Dallas TX	From: Baltimore Washington; To: Los Angeles Intern; Passenger: Levin/Charlotte Rose			AMEX x0-81009/x0-82007	(536.00)
264	06/19/14	(250.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1788					WF x5397	(250.00)
265	07/01/14	(600.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1828					WF x5397	(600.00)
266	08/01/14	(600.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1931					WF x5397	(600.00)
267	08/04/14	(5,000.00)	Payments to Individuals - Bonnie Kogod	Bonnie Kogod	1074		Dennis' Aunt			UBS x45	(5,000.00)
268	08/27/14	(755.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1909					WF x5397	(755.00)
269	09/22/14	(10,000.00)	Payments to Individuals - Bonnie Kogod	Bonnie Kogod	2117		Dennis' Aunt			UBS x45	(10,000.00)
270	08/30/14	(600.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1980					WF x5397	(600.00)
271	10/17/14	(1,000.00)	Payments to Individuals - Nolan Kogod	Nolan Kogod	1120					UBS x45	(1,000.00)
272	11/10/14	(1,200.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	2057					WF x5397	(1,200.00)
273	11/17/14	(1,500.00)	Payments to Individuals - Josh Kogod	Federal funds to Joshua Lee Kogod at PNC Bank						UBS x45	(1,500.00)
274	11/17/14	(500.00)	Payments to Individuals - Marsha Kogod	Marsha Kogod	2072		birthday			WF x5397	(500.00)
275	12/22/14	(5,000.00)	Payments to Individuals - Josh Kogod	Federal funds to Joshua Lee Kogod at PNC Bank						UBS x45	(5,000.00)
276	01/02/15	(3,600.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1858					WF x5397	(3,600.00)
277	01/08/15	(130.00)	Payments to Individuals - Mitchell Kogod	Mitchell Kogod	1859					WF x5397	(130.00)
278	02/18/15	(69.95)	Travel - Airfare	Spirit Airlines			Mitchell Kogod			AMEX x0-81009/x0-82007	(69.95)
279	03/12/15	(2,500.00)	Payments to Individuals - Josh Kogod	Joshua Kogod	1146					UBS x45	(2,500.00)
280	04/15/15	(77.80)	Travel - Airfare	American Airlines - Upgrade Charge			Bonnie Kogod Depart: 4/15 TRT 8:0010611898172			AMEX x0-81009/x0-82007	(77.80)
281	04/15/15	(77.80)	Travel - Airfare	American Airlines - Upgrade Charge			Bonnie Kogod Depart: 4/15 TRT 8:0010611898172			AMEX x0-81009/x0-82007	(77.80)
282	04/21/15	38.90	Travel - Airfare	American Airlines - Refund			Bernard Kogod - Washington to LA	AMEX x0-81009/x0-82007	38.90		
283	04/21/15	38.90	Travel - Airfare	American Airlines - Refund			Bonnie Kogod - Washington to LA	AMEX x0-81009/x0-82007	38.90		
284	06/16/15	(5,600.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	2228					WF x5397	(5,600.00)
285	06/24/15	(45.00)	Dues & Subscriptions - Membership Dues (Sheldon)	Annual Membership Fee - Sheldon Kogod						AMEX x0-89008/x0-86000	(45.00)
286	07/27/15	(1,094.40)	Travel - Airfare	Virgin America		San Francisco, CA	Departure: 7/27 Sheldon Kogod			AMEX x0-81009/x0-81007	(1,094.40)
287	08/04/15	(750.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	2274					WF x5397	(750.00)
288	08/18/15	(350.20)	Travel - Airfare	AA Air Ticket			Depart: 9/16 Bernard Kogod			AMEX x0-81009/x0-82007	(350.20)
289	08/18/15	(350.20)	Travel - Airfare	AA Air Ticket			Depart: 9/16 Bonnie Kogod			AMEX x0-81009/x0-82007	(350.20)
290	09/18/15	(200.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	2320					WF x5397	(200.00)
NET TOTAL		(398,963.78)									

EXHIBIT 8

Kogod v. Kogod
Las Vegas, Nevada

OUTSTANDING CANCELLED CHECKS COPIES (SORTED BY DATE)

EXHIBIT 8

Please refer to Anthem's December 15, 2015 report.

Ref	Date	Unmatched Amounts	Description		Outflows	
			Source / Use	Check Number	Account	Amount
1	02/29/08	(195.00)	Check	1607	BoFA x0129	(195.00)
2	03/03/08	(815.04)	Check	1602	BoFA x0129	(815.04)
3	03/05/08	(600.00)	Check	255	BoFA x6446	(600.00)
4	03/11/08	(1,360.84)	Check	8425	BoFA x6446	(1,360.84)
5	03/11/08	(500.00)	Check	258	BoFA x6446	(500.00)
6	03/17/08	(5,471.47)	Check	198	BoFA x6446	(5,471.47)
7	03/17/08	(700.00)	Check	259	BoFA x6446	(700.00)
8	03/19/08	(2,697.50)	Check	199	BoFA x6446	(2,697.50)
9	03/25/08	(600.00)	Check	260	BoFA x6446	(600.00)
10	03/27/08	(700.00)	Check	261	BoFA x6446	(700.00)
11	03/28/08	(45.00)	Check	262	BoFA x6446	(45.00)
12	04/02/08	(2,800.00)	Check	263	BoFA x6446	(2,800.00)
13	04/02/08	(600.00)	Check	264	BoFA x6446	(600.00)
14	04/04/08	(3,890.00)	Check	276	BoFA x6446	(3,890.00)
15	04/04/08	(2,145.00)	Check	8443	BoFA x6446	(2,145.00)
16	04/08/08	(700.00)	Check	265	BoFA x6446	(700.00)
17	04/11/08	(1,360.84)	Check	8445	BoFA x6446	(1,360.84)
18	04/15/08	(45,522.00)	Check	278	BoFA x6446	(45,522.00)
19	04/18/08	(700.00)	Check	266	BoFA x6446	(700.00)
20	04/28/08	(700.00)	Check	267	BoFA x6446	(700.00)
21	04/28/08	(500.00)	Check	268	BoFA x6446	(500.00)
22	05/07/08	(700.00)	Check	249	BoFA x6446	(700.00)
23	05/12/08	(1,360.84)	Check	8469	BoFA x6446	(1,360.84)
24	05/21/08	(1,000.00)	Check	269	BoFA x6446	(1,000.00)
25	05/27/08	(1,500.00)	Check	301	BoFA x6446	(1,500.00)
26	06/09/08	(800.00)	Check	304	BoFA x6446	(800.00)
27	06/12/08	(1,360.84)	Check	6492	BoFA x6446	(1,360.84)
28	06/16/08	(750.00)	Check	302	BoFA x6446	(750.00)
29	06/24/08	(700.00)	Check	310	BoFA x6446	(700.00)
30	06/25/08	(41,250.00)	Check	324	BoFA x6446	(41,250.00)
31	06/27/08	(375.00)	Check	325	BoFA x6446	(375.00)
32	07/03/08	(648.66)	Check	8531	BoFA x6446	(648.66)
33	07/03/08	(600.00)	Check	279	BoFA x6446	(600.00)
34	07/03/08	(500.00)	Check	326	BoFA x6446	(500.00)
35	07/07/08	(1,000.00)	Check	8509	BoFA x6446	(1,000.00)
36	07/07/08	(624.00)	Check	8532	BoFA x6446	(624.00)
37	07/08/08	(1,121.55)	Check	8530	BoFA x6446	(1,121.55)
38	07/09/08	(2,000.00)	Check	8508	BoFA x6446	(2,000.00)
39	07/09/08	(1,143.59)	Check	8523	BoFA x6446	(1,143.59)
40	07/09/08	(600.00)	Check	280	BoFA x6446	(600.00)
41	07/09/08	(563.89)	Check	8507	BoFA x6446	(563.89)
42	07/10/08	(325.00)	Check	8506	BoFA x6446	(325.00)
43	07/11/08	(50.00)	Check	281	BoFA x6446	(50.00)
44	07/15/08	(1,360.84)	Check	8518	BoFA x6446	(1,360.84)
45	07/15/08	(700.00)	Check	305	BoFA x6446	(700.00)
46	07/21/08	(500.00)	Check	306	BoFA x6446	(500.00)
47	07/28/08	(600.00)	Check	307	BoFA x6446	(600.00)
48	07/29/08	(1,048.34)	Check	8545	BoFA x6446	(1,048.34)
49	08/08/08	(2,500.00)	Check	308	BoFA x6446	(2,500.00)
50	08/08/08	(500.00)	Check	309	BoFA x6446	(500.00)
51	08/11/08	(1,360.84)	Check	8543	BoFA x6446	(1,360.84)
52	08/19/08	(176.00)	Check	1688	BoFA x0129	(176.00)

Kogod v. Kogod
Las Vegas, Nevada

OUTSTANDING CANCELLED CHECKS COPIES (SORTED BY DATE)

EXHIBIT B

Please refer to Anthem's December 15, 2015 report.

Ref	Date	Unmatched Amounts	Description		Outflows	
			Source / Use	Check Number	Account	Amount
53	08/22/08	(500.00)	Check	282	BofA x6446	(500.00)
54	08/22/08	(400.00)	Check	313	BofA x6446	(400.00)
55	08/27/08	(6,261.05)	Check	8555	BofA x6446	(6,261.05)
56	09/04/08	(400.00)	Check	284	BofA x6446	(400.00)
57	09/08/08	(55.00)	Check	283	BofA x6446	(55.00)
58	09/15/08	(1,360.84)	Check	8571	BofA x6446	(1,360.84)
59	09/15/08	(500.00)	Check	286	BofA x6446	(500.00)
60	09/18/08	(419.00)	Check	285	BofA x6446	(419.00)
61	09/24/08	(500.00)	Check	287	BofA x6446	(500.00)
62	09/26/08	(400.00)	Check	288	BofA x6446	(400.00)
63	10/06/08	(500.00)	Check	289	BofA x6446	(500.00)
64	10/09/08	(2,000.00)	Check	291	BofA x6446	(2,000.00)
65	10/14/08	(1,360.84)	Check	8597	BofA x6446	(1,360.84)
66	10/14/08	(187.00)	Check	292	BofA x6446	(187.00)
67	10/16/08	(6,261.05)	Check	8566	BofA x6446	(6,261.05)
68	10/17/08	(500.00)	Check	297	BofA x6446	(500.00)
69	10/20/08	(150.00)	Check	290	BofA x6446	(150.00)
70	10/28/08	(500.00)	Check	296	BofA x6446	(500.00)
71	11/04/08	(600.00)	Check	298	BofA x6446	(600.00)
72	11/10/08	(1,360.84)	Check	8520	BofA x6446	(1,360.84)
73	11/21/08	(698.44)	Check	8543	BofA x6446	(698.44)
74	11/26/08	(420.00)	Check	317	BofA x6446	(420.00)
75	12/01/08	(800.00)	Check	316	BofA x6446	(800.00)
76	12/03/08	(55.00)	Check	318	BofA x6446	(55.00)
77	12/08/08	(400.00)	Check	351	BofA x6446	(400.00)
78	12/12/08	(1,360.84)	Check	8541	BofA x6446	(1,360.84)
79	12/23/08	(650.00)	Check	323	BofA x6446	(650.00)
80	01/07/09	(500.00)	Check	357	BofA x6446	(500.00)
81	07/15/09	(5,000.00)	Check	9417	BofA x6446	(5,000.00)
TOTAL		(173,621.98)				

EXHIBIT 9

Kogod v. Kogod
Las Vegas, Nevada

SUMMARY OF POTENTIAL COMMUNITY WASTE COMPONENT

EXHIBIT 9

Please refer to Anthem's December 15, 2015 report.

Exhibit Ref	Description	Amount
2	Nadya/children-related outflows	1,681,178.14
N/A	Estimate of cash provided to Nadya	279,000.00
4	Jennifer Steiner-related outflows	45,099.31
5	Yacht-related outflows	626,657.84
6	Assessment of potential community waste not elsewhere classified	3,611,035.84
TOTAL		6,242,971.13

ADDITIONAL CONSIDERATIONS

Exhibit Ref	Description	Amount
7	Payments to or on behalf of Dennis' family members	396,963.78

EXHIBIT 10

Kogod v. Kogod
Las Vegas, NV

MARITAL ASSET SCHEDULE (SUBJECT TO UPDATE)
Please refer to Anthem's December 15, 2015 report.

EXHIBIT 30

Ref	Asset Description	Valuation Date	Gross Value	Debt	Net Value	Notes
Cash / Stocks / Bonds						
1	Gaby Kogod - Bank of America Checking x0129	11/30/2015	216,215.33	-	216,215.33	
2	Dennis and Gaby Kogod - Bank of America Checking x0445	11/30/2015	57,311.07	-	57,311.07	
3	Dennis Kogod - Wells Fargo Checking x5197	9/30/2015	14,359.15	-	14,359.15	
4	Dennis Kogod - Wells Fargo Savings x6253	9/30/2015	18,287.43	-	18,287.43	
5	Dennis Kogod - Wells Fargo Checking x0470	11/30/2015	428.55	-	428.55	
6	Blocked account for the sale of the yacht					The proceeds from the sale were placed into US\$ x49.
7	System 8 Fight Club, LLC - Chase x5865	10/30/2015	201.26	-	201.26	
8	System 8 Fight Club, LLC - Chase x5080	10/30/2015	50.23	-	50.23	
Investment Accounts						
9	UBS Financial Services Inc. x43 GIM	9/30/2015	5,896,134.24	-	5,896,134.24	
10	UBS Financial Services Inc. x14 GIM	9/30/2015	2,169,596.36	-	2,169,596.36	
11	UBS Financial Services Inc. x27 GIM	9/30/2015	-	(408,770.54)	(408,770.54)	
12	UBS Financial Services Inc. x99 GIM	9/30/2015	2,345,070.72	-	2,345,070.72	
13	UBS Financial Services Inc. x65 GIM	9/30/2015	9,536,559.63	-	9,536,559.63	
14	UBS Financial Services Inc. x46 GIM	9/30/2015	116,825.60	-	116,825.60	
15	UBS Financial Services Inc. x75 GIM	9/30/2015	95,041.59	-	95,041.59	
16	Gaby Kogod - UBS Financial Services Inc. FH 20329 GIM	9/30/2015	3,613,061.00	-	3,613,061.00	
17	Gaby Kogod - Merrill Lynch CMA Account x7G5-10697	9/30/2015	575,025.43	-	575,025.43	
18	Gaby Kogod - Merrill Lynch Investment x7G5-11040	9/30/2015	158,759.22	-	158,759.22	
19	Gaby and Dennis Kogod - Merrill Lynch Investment x7G5-10698	9/30/2015	1,031,722.78	-	1,031,722.78	
20	Gaby and Dennis Kogod - Merrill Lynch CMA for Trust-Sub x7G5-10693	9/30/2015	297,957.53	-	297,957.53	
Retirement and Health Savings Accounts						
21	Dennis Kogod - Davita Retirement Savings	6/30/2015			384,572.00	On April 29, 2015 there was a \$384,572 conversion debit withdrawn to liquidate this account. These funds may have been deposited into a new account that is not identified on this exhibit or deposited into Ref #22 after 6/30/15.
22	Dennis Kogod - Davita Mullen TBO Retirement Savings	6/30/2015	329,066.93	-	329,066.93	
23	Gaby Kogod - Fidelity Dignity Health 401(a) and 401(b)	6/17/2015	65,493.46	-	65,493.46	
24	Dennis Kogod - Chase Cigna Fund Health Savings x1626	11/12/2015	1,127.55	-	1,127.55	
25	Teleflex Pension	5/19/2015				\$900 per month starting when Dennis reaches age 65.
Business Interests and Investments						
26	11 Moss, LLC Investment	9/14/2015	-	-	-	Amounts included in community waste
27	Neumetrex, LLC Investment (Production Project)	5/29/2015	100,000.00	-	100,000.00	This is the total amount invested, not the actual fair market value.
28	Pray for Ukraine "Winter on Fire" Investment (Production Project)	10/16/2014	81,000.00	-	81,000.00	This is the total amount invested, not the actual fair market value.
29	Investments with New Enterprises Associates	6/30/2015	979,388.00	-	979,388.00	This is the potential fair market value as of June 30, 2015.
30	Investment with Radiology Partners	12/7/2015	150,000.00	-	150,000.00	This investment is held outside of the UBS accounts. At this time, we do not know the fair market value of this \$150,000 investment.
31	Investment with ICHM	12/7/2015	750,000.00	-	750,000.00	This investment is held outside of the UBS accounts. During Dennis' deposition he indicated that this investment may be worth \$750,000.

Kogod v. Kogod
Las Vegas, NV

MARITAL ASSET SCHEDULE (SUBJECT TO UPDATE)
Please refer to Anthem's December 15, 2015 report.

EXHIBIT 10

Ref	Asset Description	Valuation Date	Gross Value	Debt	Net Value	Notes
Receivables						
32	Promissory Note - Michael Kogod	3/6/2013	178,000.00	-	178,000.00	
33	Promissory Note - Sheldon Kogod	5/12/2015	25,000.00	-	25,000.00	This amount excludes the promissory note related to the S. San Vicente apartment and the yacht.
34	Personal Loan - Bernie Kogod	5/29/2015	25,000.00	-	25,000.00	
35	Personal Loan - Kim Matthews	12/13/2013	25,000.00	-	25,000.00	
Real Estate						
36	28 Via Mira Monte, Henderson, NV 89011	Estimate	1,400,000.00	(891,998.38)	\$508,001.62	The mortgage on this property is held in Merrill Lynch Acct 705-10588.
37	321 South San Vicente Blvd. #707 Las Angeles, CA 90048	7/15/2015	635,000.00	-	635,000.00	
38	9726 Oak Park Road, Beverly Hills, CA 90210	7/15/2015	6,300,000.00	-	6,300,000.00	
39	434 South Canon Drive, Unit 405, Beverly Hills, CA 90212	7/15/2015	640,000.00	-	640,000.00	
40	10776 Wilshire Boulevard 8504 Los Angeles, CA 90024	6/1/2015	3,825,661.78	-	3,825,661.78	
41	Addition to 10776 Wilshire Boulevard	9/23/2015	332,215.89	-	332,215.89	During Dennis' deposition he indicated that he purchased the "nanny's quarters".
Automotive and Recreational Vehicles						
42	2015 Ferrari	1/27/2015	\$78,861.18	-	\$78,861.18	This amount includes the value listed on Dennis' PDF plus the \$97,861.18 paid in June 2015 for an upgrade.
43	2015 Bentley	1/27/2015	255,000.00	-	255,000.00	
44	2015 Bentley - Kody's vehicle	1/27/2015	205,000.00	-	205,000.00	
Other Assets						
45	Miscellaneous (Golf cart, personal property, jewelry/watches, etc.)	Unknown	-	-	-	
46	Furniture (H)	Unknown	-	-	-	
47	Furniture (W)	Unknown	-	-	-	
48	Credit card reward points	Unknown	-	-	-	We do not know the cash value, but the total accumulation of points is in excess of \$10,000.
Life Insurance						
49	Principal (Whole, Wayne and Bids)	5/29/2015	31,642.00	-	31,642.00	
50	AIG (Term, Wayne and Kids)	5/29/2015	-	-	-	This is a term policy, with no cash value. The term value is \$750,000.
51	DeVita (Whole, Gaby)	5/29/2015	-	-	-	This is a term policy, with no cash value. The term value is \$585,000.
Liabilities						
52	Dennis Kogod - American Express Centurion #0-82009/#0-82007	9/15/2015	-	(10,024.57)	(10,024.57)	
53	Dennis Kogod - American Express Optima #5-723003	5/17/2015	-	(21,289.09)	(21,289.09)	
54	Dennis Kogod - American Express Platinum #8-89006/#8-89000	9/24/2015	-	(90.00)	(90.00)	
55	Dennis Kogod - Visa Black Card #5185	10/6/2015	-	(17,928.63)	(17,928.63)	
56	Dennis Kogod - Wells Fargo Visa #6727	4/14/2014	-	(250.19)	(250.19)	
57	Dennis Kogod - Wells Fargo Visa #3032	11/13/2015	-	(17,349.42)	(17,349.42)	
58	Gaby Kogod - Banana Republic #4713	10/4/2015	-	(524.88)	(524.88)	
59	Gaby Kogod - Discover #4205	9/11/2015	-	(1,511.55)	(1,511.55)	
60	Gaby Kogod - Kefra #2557	10/7/2015	-	(22.68)	(22.68)	
61	Gaby Kogod - Lof #5763	8/24/2015	-	(68.79)	(68.79)	
62	Gaby Kogod - American Express #9677	9/13/2015	-	(640.22)	(640.22)	
63	Gaby Kogod - Mastercard #992	9/13/2015	-	(156.01)	(156.01)	
64	Gaby Kogod - NetBank MasterCard #2808	1/29/2015	-	(272.85)	(272.85)	
65	Gaby Kogod - JPM Rewards #5531	7/17/2015	-	(264.57)	(264.57)	
66	Gaby Kogod - Saks Fifth Avenue #898	7/10/2015	-	(288.16)	(288.16)	
PRE-EQUALIZATION VALUE			\$ 42,646,444.19	(1,515,480.89)	\$ 40,715,147.36	

EXHIBIT “2”

1
2 DECLARATION OF JOSEPH L. LEAUANAE

3 STATE OF NEVADA }
4 } ss.
COUNTY OF CLARK }

5 I, JOSEPH L. LEAUANAE, declare as follows:

6 1. I am over the age of 18 and not a party to the matter of *Kogod v. Kogod*. I have
7 personal knowledge of the facts set forth herein and, if called to testify at further proceedings, could
8 and would competently do so.

9 2. I am the President of Anthem Forensics ("Anthem") and hold various credentials
10 related to my expertise in forensic accounting. I am a Certified Public Accountant (licensed in both
11 Nevada and Utah), a Certified Information Technology Professional, Accredited in Business
12 Valuation, and Certified in Financial Forensics (all three of which are designations awarded by the
13 American Institute of Certified Public Accountants), a Certified Fraud Examiner (with the
14 Association of Certified Fraud Examiners), and an Accredited Senior Appraiser (with the American
15 Society of Appraisers).

16 3. Anthem Forensics has been retained by counsel for Plaintiff, Gabrielle Kogod, to
17 perform a forensic accounting of financial records. As part of our analysis we have been asked to
18 identify transactions that may not have benefitted the community.

19 4. During the course of our engagement we have received thousands of pages of source
20 documents and have used those source documents to prepare analyses of various transactions that
21 occurred during the period of marriage.

22 5. On December 24, 2015 I received Defendant's Motion to Compel Discovery and for
23 Attorney's Fees and Costs, which included a reiterated request for Anthem's electronic Excel work
24 product.

25 6. I am objecting to this request for various reasons, which as stated below include the
26 protection of Anthem's intellectual property as well as the prevention of an inequitable benefit to
27 Defendant, Dennis Kogod, or detriments to Plaintiff.
28

1 7. The components of a forensic accounting analysis, such as that conducted by Anthem
2 in the *Kogod v. Kogod* matter, are as follows: a) the support, b) the process, and c) the opinions.

3 8. The support refers to the data and information used in our analysis, such as source
4 documents.

5 9. The process refers to the methods and procedures undertaken by Anthem to reach
6 conclusions. Anthem's processes have evolved through thousands of hours of trial and error in
7 hundreds of engagements. They are trade secrets that facilitate efficiencies that are passed on to our
8 clients in the form of lower fees, since we typically bill using hourly rates. Anthem's processes,
9 which include the creation of the Excel schedules that are currently being sought by Defendant,
10 represent a strategic advantage that have significant value.

11 10. The opinions refer to the conclusions reached after applying Anthem's processes to
12 the support provided through discovery. The opinions are often presented in a report.

13 11. It is my belief that the "support" and "opinions" components referenced above should
14 be discoverable, since they support the basis for, or represent, Anthem's opinions.

15 12. It is my further belief that the "process" component referenced above should not be
16 wholly discoverable, since it contains Anthem's intellectual property. While an expert should expect
17 to be questioned regarding the process by which they reach their opinions, to satisfy the trier of fact
18 that sound theories and methods were used by the expert, an expert should not be expected to divulge
19 intellectual property that could provide significant long-term benefit to another expert at Anthem's
20 detriment.

21 13. In a voicemail message that I received from Defendant's expert, Richard Teichner,
22 on December 18, 2015, he stated that he did not understand what was proprietary about Anthem's
23 schedules as he understood them to just represent a "typing job". He also asked me to explain what
24 was proprietary about the Excel schedules.

25 14. While I enjoy a good working relationship with Mr. Teichner, it bears noting that if
26 Anthem's Excel schedules only represent a "typing job", and Defendant had as much or more time
27 to prepare a forensic accounting analysis as did Plaintiff, then providing Anthem's Excel schedules
28 to Defendant will grant him unfair advantages in terms of the time and cost to recreate Anthem's

1 analysis, the time and cost to perform Defendant's own analysis, and his ability to critique Anthem's
2 analysis without availing himself to similar criticism.

3 15. Essentially, even though it is my understanding that Defendant had previously
4 promised to prepare a forensic accounting analysis for review by Plaintiff, but never did, it now
5 appears that Defendant is seeking to circumvent the discovery process by limiting what his expert
6 reviews to only those items included in Anthem's analysis, even though Defendant conceivably has
7 access to more financial information than Plaintiff, and his expert may have additional questions
8 than those contained in Anthem's analysis if Defendant opened his records to Mr. Teichner.

9 16. I also take issue with Defendant's assertion that Anthem must provide Excel
10 schedules because "Mr. Teichner must review a lot of information in a short period of time in order
11 to properly rebut Plaintiff's reports."¹ As I understand it, the only reason that Mr. Teichner may be
12 under time constraints is because Defendant did not undertake the forensic accounting analysis that
13 he had previously promised to the Court. By forcing Anthem to find areas of investigation, rather
14 than volunteering them himself, Defendant also prolonged the forensic accounting process. Thus,
15 Defendant's claim that time pressures caused by him should now be the basis for extending more
16 time for his expert to complete his analysis is specious.

17 17. I am further concerned that Defendant now claims his rebuttal expert will require
18 more than two months to complete his report (as an alleged result of not receiving Anthem's Excel
19 schedules) even though it is not standard practice for experts to provide their work product in
20 electronic data format, Defendant's expert should have had no expectation of receiving Anthem's
21 Excel schedules when agreeing to a two month rebuttal report time frame, and there was no
22 condition precedent that Anthem provide its Excel schedules in order for Defendant's expert to meet
23 his two month rebuttal report deadline.

24 18. It bears noting that if Anthem were performing a rebuttal analysis, we would not
25 expect to be provided with the opposing expert's work product in electronic data format. We would
26 also anticipate completing our rebuttal analysis in less time than it took the opposing expert to

27
28 ¹ Defendant's Motion to Compel Discovery and for Attorney's Fees and Costs, p. 4.

1 prepare their analysis, unless we were being asked to prepare an independent analysis to compare
2 to the opposing expert's analysis, in which case our rebuttal would take the form of an original
3 (independent) analysis rather than a limited (dependent) analysis.

4 19. By requesting Anthem's Excel schedules, and claiming that without them Mr.
5 Teichner will need "to spend time recreating those spreadsheets"², Defendant appears to be claiming
6 that his expert will be preparing more of an independent analysis than a dependent analysis. If that
7 is the case, Defendant should have had his expert begin their analysis even before Anthem's reports
8 were issued, particularly if such analysis will not be substantively dependent upon Anthem's
9 findings. Indeed, Defendant may only be seeking Anthem's Excel schedules to mitigate the time
10 and cost expended by Mr. Teichner in preparing an independent analysis.

11 20. Defendant's Motion to Compel Discovery and for Attorney's Fees and Costs states
12 that "the community is paying for both experts"³ but does not confirm that both parties will share
13 attorneys and experts' costs equally. As such, if the Court does not allocate Anthem's costs equally
14 between the parties (i.e. if the Court orders both parties to bear their own attorneys and experts' fees,
15 after the otherwise equal division of the marital balance sheet), then Plaintiff will be disadvantaged
16 if Anthem provides its Excel schedules to Defendant because Defendant's expert's fees will/should
17 be significantly less than Anthem's fees as a direct result of the substantial work that Anthem has
18 already performed. Without an equitable distribution of Anthem's fees between the parties, Plaintiff
19 will essentially be penalized for seeking to trace and confirm community assets that Defendant had
20 already promised to identify and report to the Court and Plaintiff, but ultimately failed to do.

21 21. It bears noting that the information contained in Anthem's report should already save
22 Defendant's expert significant time and fees, depending upon the extent to which Mr. Teichner is
23 preparing a rebuttal that is dependent upon Anthem's analysis (which should be easily completed
24 within two months using the information that Anthem has already provided in its reports) or
25 preparing a rebuttal that is independent of Anthem's analysis (which may reasonably take longer
26

27 ² Defendant's Motion to Compel Discovery and for Attorney's Fees and Costs, p. 4.

28 ³ Defendant's Motion to Compel Discovery and for Attorney's Fees and Costs, p. 4.

1 than two months, if not curtailed by Anthem's provision of Excel schedules).

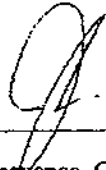
2 22. Ultimately, Defendant's request for Anthem's Excel schedules is in line with our
3 experiences with him throughout this case. He has avoided and actively fought providing
4 information to Plaintiff, waiting instead for Plaintiff (or her attorneys or experts) to identify areas
5 of concern so that he need only be reactive instead of proactive. This has drawn out the discovery
6 process and limited Anthem's ability to efficiently conduct comprehensive discovery, a problem
7 further compounded when factual representations made by Defendant have been refuted by source
8 documents. Now, Defendant is seeking Anthem's Excel schedules so that he can limit his expert's
9 universe of review, and see the detailed workings of Anthem's analysis, without providing any such
10 transparency to Plaintiff, her attorneys, or Anthem.

11 23. Given the foregoing, I ask that Anthem not be compelled to provide its Excel
12 schedules to Defendant. However, if the Court does choose to order the provision of Anthem's Excel
13 schedules, then for the protection of Anthem's intellectual property, and given Mr. Teichner's belief
14 that Anthem's Excel schedules only represent a "typing job", I would ask the Court that (if ordered)
15 Anthem only be required to provide the Excel version of those schedules that were presented as
16 numbered Exhibits in Anthem's reports, stripped of any formulae, formatting, or templates that
17 would cause said Excel schedules to represent anything more than an aggregation of imputed data.
18 It bears noting that even in this stripped down state, the provision of Anthem's Excel schedules
19 would still benefit Defendant, and detriment or potentially detriment Plaintiff, in the ways and for
20 the reasons stated herein and, as such, Anthem's fees should be allocated between the parties in a
21 manner deemed equitable by the Court.

22 24. I declare under penalty of perjury under the laws of the State of Nevada and the
23 United States of America that the foregoing is true and correct.

24 Executed on December 29, 2015 in Henderson, Nevada.

25
26
27
28



Joseph L. Leanan, CPA, CITP, CFF, CFE, ABV, ASA

0001

DISTRICT COURT
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI - KOGOD,

Plaintiff,

v.

DENNIS KOGOD,

Defendant

CASE NO.: D13-489442-D

DEPT NO.: Q

FAMILY DIVISION

Party Filing Motion/Opposition: ☒ Plaintiff/Petitioner ☐ Defendant/Respondent

OPPOSITION TO MOTION TO COMPEL DISCOVERY AND FOR ATTORNEY'S FEES AND COSTS AND COUNTERMOTION FOR PROTECTIVE ORDER

Motions and
Oppositions to Motions
filed after entry of a final
order pursuant to NRSS
125, 125B or 125C are
subject to the Re-open
filing fee of \$25.00,
unless specifically
excluded (NRS 19.0312)

Mark correct answer with an "X"

1. No final Decree or Custody Order has been entered. ☐ YES ☒ NO
2. This document is filed solely to adjust the amount of support for a child. No other request is made.
☐ YES ☒ NO
3. This Motion is made for reconsideration or a new trial and is filed within 10 days of the Judge's Order if YES, provide file date of Order: ____
☐ YES ☒ NO

NOTICE:

If it is determined that a motion or opposition is filed without payment of the appropriate fee, the matter may be taken off the Court's calendar or may remain undecided until payment is made.

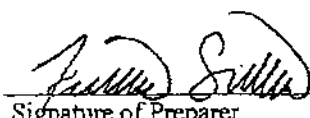
If you answered YES to any of the questions above, you are not subject to the \$25 fee.

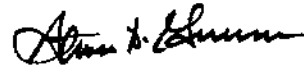
Motion/Opposition ☒ IS ☐ IS NOT subject to \$25 filing fee

Dated this 11th day of January, 2016

Kenneth Smith

Printed Name of Preparer


Signature of Preparer



CLERK OF THE COURT

1 ERR
2 RADFORD J. SMITH, CHARTERED
3 RADFORD J. SMITH, ESQ.
4 Nevada Bar No. 002791
5 GARIMA VARSHNEY, ESQ.
6 Nevada Bar No. 011878
7 2470 St. Rose Parkway, Suite 206
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12 Attorneys Plaintiff

13
14 DISTRICT COURT
15 CLARK COUNTY, NEVADA

16 GABRIELLE CIOFFI - KOGOD,

17 Plaintiff,

18 v.

19 DENNIS KOGOD,

20 Defendant.

CASE NO.: D-13-489442-D

DEPT NO.: Q

FAMILY DIVISION

21
22 PLAINTIFF'S ERRATA TO
23 OPPOSITION TO MOTION TO COMPEL DISCOVERY AND FOR ATTORNEY'S FEES AND
24 COSTS AND
25 COUNTERMOTION FOR PROTECTIVE ORDER

26 COMES NOW Plaintiff, GABRIELLE CIOFFI - KOGOD, by and through her attorneys
27 Radford J. Smith, Esq. and Garima Varshney, Esq. of the firm of Radford J. Smith, Chartered, and
28 submits the following Errata to her Opposition to Motion to Compel Discovery and for Attorney's fees
and Costs and Countermotion for Protective Order ("Opposition and Countermotion") filed on January
11, 2016, in this matter.

The following clarifications –

...

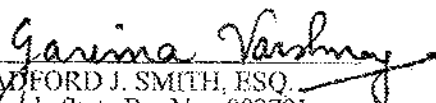
1 Page 3, Line 1: "The case was filed in **December 2013**. For more than **eleven** months (since at least
2 **February, 2015**), Dennis delayed the action . . ."

3 Page 4: lines 19-20. "During the course of discovery, Anthem unraveled Dennis's previous
4 representations about the extent of his spending during his 11 year relationship with his girlfriend."

5 Page 5: lines 9-10. "Dennis waited nearly 22 months after the service of this case to hire his current
6 expert, Mr. Teichner."

7 Dated this 11th day of January, 2016

8 RADFORD J. SMITH, CHARTERED

9
10 
11 RADFORD J. SMITH, ESQ.
12 Nevada State Bar No. 002791
13 GARIMA VARSHNEY, ESQ.
14 Nevada State Bar No. 011878
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorney for Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm"). I am over the age of 18 and not a party to the within action. I am "readily familiar" with firm's practice of collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.

I served the foregoing document, described as

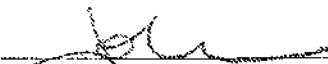
PLAINTIFF'S ERRATA TO
OPPOSITION TO MOTION TO COMPEL DISCOVERY AND FOR ATTORNEY'S FEES AND
COSTS AND
COUNTERMOTION FOR PROTECTIVE ORDER

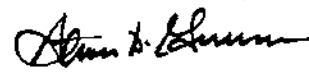
on this 11 day of January, 2016 to all interested parties as follows:

☒ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail to the electronic mail address shown below;

☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope, return receipt requested, addressed as follows:

Dan Marks, Esq.
Law Office of Daniel Marks
610 South Ninth Street
Las Vegas NV 89101


An employee of Radford J. Smith, Chartered



CLERK OF THE COURT

1 RPLY
2 DANIEL MARKS, ESQ.
3 Nevada State Bar No. 002003
4 NICOLE M. YOUNG, ESQ.
5 Nevada State Bar No. 12659
6 610 South Ninth Street
7 Las Vegas, Nevada 89101
8 (702) 386-0536; FAX: (702) 386-6812
9 Attorneys for Defendant

10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

12 GABRIELLE CIOFFI-KOGOD

Case No.: D-13-489442-D
Dept. No. Q

13 Plaintiff,

14 vs.

BEFORE THE DISCOVERY COMMISSIONER

Date of Hearing: January 15, 2016

15 DENNIS KOGOD,

Time of Hearing: 1:30 p.m.

16 Defendant.
17 _____ /

18 REPLY IN SUPPORT OF DEFENDANT'S MOTION TO COMPEL
19 DISCOVERY AND FOR ATTORNEY'S FEES AND COSTS, AND OPPOSITION
20 TO PLAINTIFF'S COUNTERMOTION FOR PROTECTIVE ORDER

21 COMES NOW Defendant, Dennis Kogod, by and through his attorneys, Daniel Marks, Esq., and
22 Nicole M. Young, Esq., of the Law Office of Daniel Marks, and hereby submits his Reply in support of his
23 foregoing "Motion to Compel Discovery and for Attorneys Fees and Costs," and Opposition to Defendant's

24 ///

25 ///

26 ///

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28 ///

///

///

1 "Countermotion for Protective Order." The grounds for Plaintiff's Reply and Opposition are set forth in the
2 attached Memorandum of Points and Authorities, and all pleadings and papers in this case.

3 DATED this 13 day of January, 2016.

4 LAW OFFICE OF DANIEL MARKS

5 

6 DANIEL MARKS, ESQ.
7 Nevada State Bar No. 002003
8 NICOLE M. YOUNG, ESQ.
9 Nevada State Bar No. 12659
10 610 South Ninth Street
11 Las Vegas, Nevada 89101
12 Attorneys for Defendant

13 **MEMORANDUM OF POINTS AND AUTHORITIES**

14 **I REPLY IN SUPPORT OF MOTION TO COMPEL DISCOVERY**

15 The issues before the Discovery Commissioner revolve around the production by Plaintiff of their
16 expert report, on November 17, 2015, by Anthem Forensics, and the subsequent production of a
17 supplemental expert report, dated December 15, 2015.

18 Plaintiff did a spreadsheet with every single transaction over a seven year period. However, the
19 Supplemental Report, prepared on December 15, 2015, did not show, in bold or redline, what was
20 supplemented. Plaintiff merely provided a report, called a "Supplemental Report of Anthem Forensics," in
21 the same format as the first report, without stating what was being supplemented.

22 This is simply a discovery issue. Defendant is entitled to know what was supplemented. When
23 Defendant agreed to produce their report on January 19, 2015, they were working off of Plaintiff's report
24 of November 17, 2015. Plaintiff supplemented their report one month later, and refused to provide the Excel
25 spreadsheets to make it easier for Defendant to deal with the thousands of transactions, some as small as
26 \$1.00, contained in Plaintiff's report.

27 At this point, Defendant requests that Plaintiff redline or bold the changes made between the original
28 report and the supplement. Defendant should be given additional time if Defendant's expert needs it due to
Plaintiff producing a supplement but not telling Defendant what the difference is between the two reports.

1 **II OPPOSITION TO PLAINTIFF'S MOTION FOR PROTECTIVE ORDER**

2 Defendant's expert has resolved the Excel spreadsheets issue so there is no need for a protective
3 order.

4 **III ATTORNEYS FEES AND COSTS**

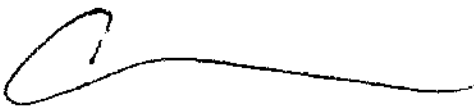
5 Defendant should be awarded attorneys fees and costs related to this motion, reply and opposition
6 to Plaintiff's countermotion because, when Plaintiff filed a supplemental expert report, they should have
7 made it clear what differences there were in the supplement.

8 **IV CONCLUSION**

9 Based on the foregoing, Plaintiff should be compelled to redline or bold the changes between the
10 original report and the supplemental report. Defendant's expert should be given additional time, if needed,
11 to complete his report, and Defendant should be awarded attorney's fees and costs for bringing this motion.

12 DATED this 13 day of January, 2016.

13 LAW OFFICE OF DANIEL MARKS

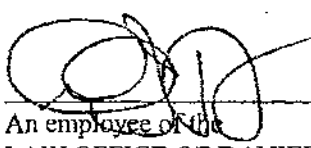
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15 _____
16 DANIEL MARKS, ESQ.
17 Nevada Bar No. 002003
18 NICOLE M. YOUNG, ESQ.
19 Nevada State Bar No. 12659
20 610 South Ninth Street
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22 Attorneys for Defendant
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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 13th day of January, 2016, pursuant to NRCP 5(b) and Administrative Order 14-2, I electronically transmitted a true and correct copy of the above and foregoing "Reply in Support of Defendant's Motion to Compel Discovery and for Attorney's Fees and Costs, and Opposition to Plaintiff's Countermotion for Protective Order" by way of Notice of Electronic Filing provided by the court mandated E-File & Serve system, to the e-mail address on file for:

Radford J. Smith, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Email: rsmith@radfordsmith.com


An employee of the
LAW OFFICE OF DANIEL MARKS

1 TRANS

FILED

DEC 29 2016

Am. & L.
CLERK OF COURT

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3
4 **COPY**

5 **EIGHTH JUDICIAL DISTRICT COURT**

6 **FAMILY DIVISION**

7 **CLARK COUNTY, NEVADA**

8
9 GABRIELLE CIOFFI-KOGOD,)

10 Plaintiff,)

CASE NO. D-13-489442-D

11 vs.)

DEPT. Q

12 DENNIS L. KOGOD,)

13 Defendant.)

14
15 BEFORE THE HONORABLE STACY ROCHELEAU
DISTRICT COURT JUDGE, PRO TEM

16 TRANSCRIPT RE: ALL PENDING MOTIONS

17 FRIDAY, JANUARY 15, 2016

18 APPEARANCES:

19 For the Plaintiff:

RADFORD SMITH, ESQ.
2470 St. Rose Pkwy., #206
Henderson, Nevada 89074
(702) 990-6448

22 For the Defendant:

DANIEL MARKS, ESQ.
NICOLE YOUNG, ESQ.
610 S. 9th St.
Las Vegas, Nevada 89101
(702) 386-0536

1 LAS VEGAS, NEVADA

FRIDAY, JANUARY 15, 2016

2 PROCEEDINGS

3 (THE PROCEEDINGS BEGAN AT 13:54:57)

4
5 THE COURT: Good afternoon. This is case number
6 D-13-489442-D. If I can have your appearances, please.

7 MR. SMITH: Yes, Radford Smith, 2791, on behalf of
8 Gabrielle Kogod.

9 MR. MARKS: Your Honor, Daniel Marks and Nicole
10 Young. We represent Dennis Kogod. My bar number is 002003.

11 MS. YOUNG: And my bar number is 12659.

12 THE COURT: Good afternoon.

13 MR. SMITH: And I'd just note for the record, Your
14 Honor, also present in the courtroom, Joseph Leauanae from
15 Anthem Forensics.

16 THE COURT: Okay. Thank you. Mr. Marks, this is
17 your motion to compel.

18 MR. MARKS: Your Honor, I'm going to try to make it
19 really simple. I think the issue of the Excel spreadsheets,
20 while they should have been produced, has been resolved by our
21 expert, Richard Teichner, you may be aware of. So we're
22 really down to -- the other side attached the reports.

23 We had agreed on a date in November and we got their
24 report. A month later, without any agreement, we got a

1 supplemental report in the exact same fashion. It did not, in
2 narrative fashion, state here are the changes. It did not
3 bold or redline. You know in discovery, if you answer
4 interrogatories and you go through the deficiency process, we
5 give the question, the answer. If I supplement, I give a
6 supplemental answer in bold and submit it. And that's been
7 the process. If you get a contract or a prenup or a post-nup
8 or a decree, you would normally bold, redline, or sometimes
9 I'd send a letter, Paragraph 2, I'm changing the word the to
10 and. We got nothing.

11 We sent a letter asking nicely, would you please
12 tell us the changes because the format is the same but the
13 numbers were changed. And we were entitled to 60 days from
14 November. Our report would have been due on Tuesday. We got
15 a letter back basically saying what you're asking for is
16 ludicrous.

17 THE COURT: When was that letter sent?

18 MR. MARKS: I don't have the date. I don't have the
19 letter in front of me. Initially our expert had asked for the
20 Excel spreadsheets because to remove and add as a Word
21 document -- and our expert had worked with Mr. Leauanae. In
22 fact, they had been working in another department, in another
23 waste case, where they were on reverse sides. I don't know
24 the name of the case, but Mr. Teichner was alleging waste and

1 Mr. Leauanae was saying there's no waste. So to act like
2 we're only on one side -- it's not medical malpractice or
3 you're only representing doctors, you're only representing
4 victims -- both lawyers and both experts have been on both
5 sides of this. So to save the community, obviously, money.
6 And in terms of the 60-day window -- and we all want to keep
7 the trial date -- we had asked for those spreadsheets. Our
8 expert obviously has resolved that.

9 I believe there -- there was a letter sent by our
10 expert early on, after the December report. We sent a letter;
11 we got a response on January 4th from Mr. Smith, which says
12 I'm advised that your expert, Mr. Teichner, has requested PDF
13 copies of the schedules. He now has in his possession, has
14 asked our expert to perform a comparison of the expert
15 reports. We didn't ask for a comparison, we just said what --
16 what did you change.

17 These requests now border on the absurd -- this is
18 Mr. Smith. Mr. Teichner has the ability to convert the
19 schedules to PDFs. Second, it is not our intent to have our
20 expert perform Mr. Teichner's work for him. He has the two
21 reports. If he has questions regarding the differences, he
22 can perform that analysis and include it as part of his
23 rebuttal.

24 The schedules had, I don't know, thousands, maybe

1 tens of thousands of entries.

2 THE COURT: I saw them.

3 MR. MARKS: I don't --

4 THE COURT: Uh-huh.

5 MR. MARKS: -- it's absurd -- because the
6 supplemental report didn't say we're now supplementing, it's
7 just a stand-alone report with the name supplement. Our
8 expert obviously had started on the report. In fact, our
9 client was deposed on the original report, and I think two or
10 three days or a week after his depo, we got a supplemental
11 report without saying what was supplemented.

12 But for purposes of today, I think our expert found
13 a way to deal with the Excel spreadsheets and we think we know
14 the changes but we don't want to be sandbagged and we -- and
15 we also obviously lost time. We lost 30 days when they
16 supplemented in December without any permission. So we'd like
17 them to clearly state what the supplement is, and we'd like
18 some reasonable additional time.

19 And we want to get this case tried. I think
20 everyone wants to try it in February. We don't want to delay
21 it, we don't want the trial date moved. They could have told
22 us prior to Christmas when they sent us the supplement what it
23 was, because our expert was working over the holidays, and
24 they -- and you know, they knew it and we knew it. They

1 didn't want to do it. We should at least get it now and a
2 reasonable time to -- for our expert, because we didn't get
3 the full 60 days we're entitled to when they supplemented
4 within the time period that we were supposed to get.

5 THE COURT: And how much additional time are you
6 seeking?

7 MR. MARKS: I don't know how the changes are. I
8 think I would like to see the changes first. I assume a week
9 to 10 days, but I would like to -- from the time we get the
10 changes -- but I would like to see what the changes are.
11 Because I don't know about you, but it's not that easy to tell
12 the difference between the two reports when they don't tell
13 you the difference and they're -- and you're dealing with
14 thousands of transactions and there's no way to know what
15 they're saying.

16 THE COURT: Mr. Smith, do you agree with Mr. Marks'
17 representation that the Excel spreadsheet issue has been
18 resolved.

19 MR. SMITH: I -- we didn't do anything. They just
20 resolved it in their own mind.

21 THE COURT: Okay.

22 MR. SMITH: This is --

23 THE COURT: So there's --

24 MR. SMITH: This is something that was unprecedented

1 in all my times in practice, then asking for the actual
2 underlying electronic data. It was an unusual request. We
3 went to great trouble to help prepare the opposition and Mr.
4 Leauanae's statement in that regard. We've expended
5 substantial amounts in fees in doing so, and then we get the
6 response -- I think yesterday was it you sent it over -- that
7 says, oh gee, we don't need them after all.

8 Let me -- let me just state that this is -- both of
9 these are very unusual requests. This -- first of all, I
10 don't think it's accurate, although it's Ms. Young and Ms.
11 Varshney that are primarily handling scheduling matters in the
12 case. It's their correspondence. Mr. Marks and I only get
13 involved in depositions and that sort of thing.

14 And I believe, and perhaps Ms. Young can comment on
15 this, that they had actually exchanged stipulations that
16 specifically addressed the filing of a supplemental report.
17 The problem was Mr. Kogod, who is the CEO of a Fortune 500
18 corporation, was just not available. For example, we set up
19 his deposition I want to say half a dozen times, and then he
20 had to cancel -- he canceled one back on August, he canceled
21 one the day before the deposition in September.

22 And here's what the case is about. I think you got
23 a bit of a read of it when you saw the opposition, but the
24 case is essentially about Mr. Kogod living a separate --

1 separate life in which he had a girlfriend, now multiple
2 girlfriends -- he's -- he's got another -- and children, and
3 basically not telling Mrs. Kogod about that, and then
4 expending these large amounts of money. By estimation, about
5 six million that we could identify.

6 And again, we don't have all of the statements, we
7 don't have all the statements from previous years, et cetera,
8 but we've done essentially a yeoman's job in identifying all
9 the expenditures that we believe were waste. That's the
10 fundamental issue in the case.

11 And so that process, interestingly enough, it was
12 actually promised to us in -- way back in April of 2014 when
13 they started this action. So they have had the same
14 opportunity that we had to look at the exact same documents to
15 -- and they have better access to their -- their expert can
16 talk to Mr. Kogod and ask him about these. We can't do that.
17 And we believe under law, when there is a waste obligation, it
18 is the burden, once a prima facie case of waste is shown, it
19 is the burden of the party who wastes the assets, the party
20 that's accused of the breach of fiduciary obligation, to
21 actually produce the accounting because he's in charge of the
22 money.

23 There was no question -- Mr. Kogod, what he did was
24 he -- he makes a million, two million a year in salary, but

1 his bonuses can be, you know, in year I think they're 10, 12
2 million. And then he puts all of that money, and has for
3 several years, into accounts at UBS that only he controls.
4 And he -- we don't -- we didn't -- Gabby wasn't even aware of
5 -- Ms. Kogod wasn't even aware of those accounts until much
6 later, within the last couple of years, and then the filing of
7 the action came.

8 So the promises were made that, one, they were going
9 to produce all these documents and do this accounting. Never
10 did that. Finally, I got involved in the case after Judge
11 Gentile went on the bench and we started the case in earnest,
12 because all the promises had -- had proved hollow.

13 And then we go to the case conference. Mr.
14 Jimmerson stands up and promises over and vehemently that
15 we're going to make this case simple by simply providing the
16 accounting and Mr. Smith can go through that. That seems to
17 me the proper order in a case like. That didn't happen once
18 Mr. Marks took over the case. Then the attitude became
19 different that we're not -- you know, it's -- we'll look at
20 your accounting and figure it out.

21 So we provided our initial accounting with the
22 understanding Mr. Kogod was not available for his second
23 deposition. We took about six at the first deposition -- or
24 five hours, six hours the first deposition -- but we didn't

1 have an opportunity to go through, once we identified from his
2 first deposition, what the nature of the claims was.

3 For example, here's how in the dark we were. We
4 didn't even know how long, until we deposed Ms. Khapsalis in
5 Beverly Hills, we didn't even know how long they were
6 together. It turned out they were together for 10 years -- or
7 nine years. We didn't even know that, so we didn't even know
8 the period of time. So that ball changed even within the last
9 I would say -- I think we took her deposition in July or
10 August. So even within the last few months our expert's
11 scrambling around to make sure all of these charts can be
12 prepared. We spent enormous amounts of time going through all
13 the documents primarily they produced. Some we subpoenaed,
14 but all of which were in their possession. And we spent
15 massive hours with Mr. Leauanae and his as -- one of his
16 associates, Ms. Allen, to make sure all of those charts were
17 accurate. Well, we couldn't get the deposition and we had the
18 deadline of the report, because the case, as a result of the
19 new counsel coming on, as a result of the -- our inability to
20 take depositions because now they were changed and
21 unavailable, those deadlines had been moved twice and the
22 trial had been moved tice (sic). We were tired of it. We
23 just wanted to get it done.

24 So we agreed -- I believe this was an agreement

1 between the parties -- and Ms. Young can probably speak to
2 this more than I can -- we agreed that we were going to file
3 our report and then file a supplement. And -- and as I
4 recall, I saw stipulations going back and for that actually
5 accounted for the supplemental report and a supplemental time
6 for a supplement to the supplement. And again, I think Ms.
7 Young can -- can address this, and if we need to get Ms.
8 Varshney on the phone, we can.

9 This idea that somehow this is a new concept to
10 supplement a report is absolutely, unequivocally false. We
11 had a deadline for that supplemental report. And we fired our
12 supplemental report after the deposition of Dennis Kogod, the
13 second deposition which he -- we were finally able to schedule
14 I think on December 8th (sic), and then the report was issued
15 on the 15th, one week later, which was I understood to be the
16 agreement between the parties.

17 That supplemental report outlines -- and that's why
18 I produced it -- we -- we've given you the supplemental
19 report. If you look at it, it goes through 19 pages of detail
20 as to what those charts are, how they've been changed from the
21 initial report, and all of the entries. Mr. -- Mr. Marks is
22 correct. There are I think tens of thousands of entries.

23 Am I right about that? Is there more than --
24 MR. LEAUANAE: There's a lot.

1 MR. SMITH: Those entries were all as a result of in
2 the deposition, almost the entirety of his second deposition
3 -- and the second deposition went for, what, six or seven
4 hours as well -- was me taking the initial chart that we
5 developed that we thought were waste expenses. Mr. Teichner
6 was present. And what I did was I just went through line by
7 line. I mean, seriously, line by line. We must have gone
8 through about 15,000 entries. And Mr. Kogod would iden -- I
9 had him identify specifically those entries that he did not
10 believe constituted waste, and then he would tell me the
11 reason why.

12 We -- we sort of expedited that process by
13 identifying sort of categories of documents. For example, he
14 got his hair cut at a particular place. He would spend a
15 couple hundred dollars on haircuts and he identified those.
16 And then we -- after awhile we got that, so we -- we -- and
17 that was the primary basis for any change in the report.

18 The other basis was we finally got the deposition of
19 someone named Jennifer Steiner (ph). If the Court has had an
20 opportunity to review the -- the history of this case, there
21 were these motion that attempted to prevent us from deposing
22 Ms. Steiner, who is the second girlfriend now. And we -- we
23 -- at the deposition we learned that there were certain
24 expenses that actually were not expended on Ms. Steiner, but

1 instead were spended (sic) on Ms. Khapsalis, the first
2 girlfriend and the mother of the children. And we also
3 learned that he had purchased jewelry. And then we also
4 learned that he had purchased a nanny's quarter. Again, all
5 of this in violation of the JPI, without our knowledge, for
6 about \$330,000, I believe it was.

7 That is -- what I've just given you is the substance
8 of the modification to the supplemental report.

9 Is there anything else that you can think of that
10 was -- was addressed?

11 MR. LEAUANAE: Maybe something about the --

12 MR. SMITH: In the supplemental --

13 MR. LEAUANAE: -- additional statements that we
14 received.

15 MR. SMITH: Oh, and additional statements, again,
16 that they produced.

17 MR. LEAUANAE: And --

18 MR. SMITH: So --

19 MR. LEAUANAE: And also additional assets that
20 hadn't been previously disclosed.

21 MR. SMITH: Well, a part of which --

22 MR. LEAUANAE: (Indiscernible).

23 MR. SMITH: -- the jewelry and the --

24 MR. LEAUANAE: Well, the investments and --

1 MR. SMITH: Okay. And -- and other assets they
2 hadn't disclosed previous to that report. So all of that
3 information is well within their knowledge. And really the --
4 the hard part, the redline part that they want us to do was
5 essentially done at the deposition of Dennis Kogod, which they
6 insisted -- and what's also unusual to me, is to have the
7 opposing expert present at the deposition of their own
8 witness. We had even initially objected to him being there
9 just because it's so strange, because they can talk during the
10 middle of the deposition, he can give advice about how he
11 should answer financial questions or whatever, but we went
12 ahead and waived that. So Mr. Teichner was present at almost
13 the entirety of the deposition. He left at -- just shortly
14 before it ended.

15 So not only do we think this motion is completely
16 and utterly bogus -- because now we've had to expend money
17 explaining something that they now say is fixed. But this
18 idea that we would have to go through and identify the
19 difference when the second report stands alone -- in other
20 words, we're not citing any difference between the first
21 report and second report as a basis for our claims. The
22 second report, which I've provided to the Court, has an entire
23 list of conclusions, and again, identifies all of the -- the
24 differences between the first report and the second report.

1 This is simply work that Mr. Teichner does not want to
2 perform. And what really bugs me about this is they should
3 have performed this work in the first place. They shouldn't
4 be cherry picking our work. It's their duty. He went out and
5 had in vitro fertilization. He went out and bought two
6 separate mansions in Beverly Hills. He went out and bought
7 multiple Ferraris. To this day he's paying for her, his
8 girlfriend and their children, to live in a six and a half
9 million dollar mansion and drive a Bentley.

10 Here -- here's the real one that's amazing. He paid
11 for her attorney's fees, Ms. Khapsalis' attorney's fees, to
12 not only have a -- a deposit -- and attorney present at her
13 deposition, but to sue him. He spend \$80,000 of community
14 money to give to her to sue him for palimony and -- and child
15 support.

16 For him to come in and now -- and say that because
17 we've done all the work, we need to tell them what we did and
18 pay their fees, it's outrageous. Today you'll find that we
19 filed yet another motion in regard to his violation to the
20 JPI. And that issue will be back before -- I would assume it
21 will be remanded back to the discovery commissioner for some
22 findings in regard to the -- the issue. So it may back before
23 here.

24 But I would submit to Your Honor, this is as

1 baseless of a motion as I've seen. His expert should have
2 done the work a year -- two years ago when they promised it.
3 And for us to have to come down here and expend more money on
4 -- on discovery is -- should be compensated to Ms. Kogod.

5 MR. MARKS: Your Honor --

6 THE COURT: Oh, just one second. I have a question
7 for Mr. Smith. Mr. --

8 MR. SMITH: Yes.

9 THE COURT: What date -- what was the date that that
10 second report was --

11 MR. SMITH: December 15th.

12 THE COURT: December 15th. And you said that there
13 were stipulations between --

14 MR. SMITH: I -- I don't know if they were ever
15 entered. And again, Ms. Young can speak to this. I -- I
16 trust Ms. Young. She's going to tell us straight. Wasn't
17 there stipulations that were going back and forth between you
18 and Garima in regard to dates for the supplementals?

19 MS. YOUNG: It was regarding additions to your
20 original report, not a completely new report.

21 MR. MARKS: Your Honor, maybe I can -- can shed some
22 light --

23 MR. SMITH: The word --

24 MR. MARKS: -- on this.

1 MR. SMITH: -- supplement means supplement.

2 MR. MARKS: This is the first time Mr. Smith has
3 said he's replacing the second report, taking away the first.
4 I read the supplement to mean what I usually think of a
5 supplement. The first report, and when you use the word
6 supplement, it's adding to the first report. And I think it
7 would be normal to say what are the changes.

8 He now, today, for the first time -- I've talked to
9 him numerous times since December 15th. We've had
10 depositions. We've had phone calls. There have been letters.
11 I have a good working relationship. I think I understand him.
12 We talk about other issues. This is the first time he's ever
13 said report number two replaces totally report number one.
14 That's total news to me.

15 THE COURT: Now in the second report, does it state
16 all of the things that were added --

17 MR. MARKS: No.

18 THE COURT: -- from the first report?

19 MR. MARKS: It's just a stand-alone report. But if
20 he's now saying I needed till December 15th, because we didn't
21 take your -- yeah, a lot of what he said is absolutely wrong
22 and my client was deposed for one full day, and another six
23 hours. There's been a lot of cooperation. There's been tens
24 of thousands of bank documents. But now for the first time

1 today, Your Honor, as an officer of the court, am I hearing
2 the words we're essentially replacing report number one with
3 report number two. That's a totally different concept than
4 supplementing.

5 So assuming that's now the case, I certainly would
6 be calling my expert as I leave to say report number one is
7 gone, report number two is what they're going to introduce
8 into evidence. That's what I heard him say. I hope you and
9 the minutes agree that that's what he said. And therefore, he
10 doesn't want to tell us the changes because report number one
11 is essentially trashed.

12 Now I think we then only need some reasonable
13 additional time after consulting with my expert to see where
14 he is. Because, Your Honor, you know, I think he's promoting
15 you to the District Court and this would be an interesting
16 case I'm sure you'd love to try. But for purposes of today, I
17 don't think I need to respond --

18 THE COURT: And you don't.

19 MR. MARKS: -- to all the --

20 THE COURT: No.

21 MR. MARKS: -- the fictions. I don't --

22 THE COURT: The only thing --

23 MR. MARKS: -- know why --

24 THE COURT: -- that we're looking at --

1 MR. MARKS: -- I mean --
2 THE COURT: -- is just the reports.
3 MR. MARKS: -- the guy made so much money, this
4 woman's going to be getting over 20 million dollars. She's
5 not going to be hurting. There's no waste in the classic
6 sense of money disappearing that will not be accounted for.
7 But the only issue today is getting past these expert reports.
8 So our expert worked from November to December on a
9 report that they're now throwing in the garbage.
10 THE COURT: Now --
11 MR. SMITH: It's --
12 THE COURT: -- what -- what about Mr. Smith's
13 allegation that Ms. Young and Ms. Varshney had --
14 MR. MARKS: Yeah.
15 THE COURT: -- either stipulations or agreements
16 that --
17 MR. MARKS: Yeah, that's true, that after -- after
18 Dennis' depo they would supplement saying in addition to
19 report number one, and here's what we now learned that we're
20 now adding. That's what I always think of as a supplement.
21 THE COURT: So Mr. Teichner then knew that there was
22 another report coming; isn't that true?
23 MR. MARKS: That could be coming after Dennis'
24 volume two depo and that's why he was there. But they didn't

1 tell us -- they didn't say -- I mean, Mr. Smith's done this
2 for 30 years. If you're going to replace -- there have been
3 times in both of our careers you have an expert report, an
4 interrogatory or request for production, and you say I'm now
5 replacing a document, even in a deposition, even in a trial,
6 you say I'm replacing this exhibit with a new exhibit. That's
7 happened. You don't say it's a supplement and the first
8 exhibit stands. Our understanding they had a report, and
9 after the deposition, there could be supplementation and
10 they'd say what it was.

11 MR. SMITH: No --

12 MR. MARKS: And instead we get another document and
13 they don't say what the changes are. Now we say today, for
14 the first time, even though we wrote letters to them, they're
15 essentially replacing report number one with report number
16 two. Okay. That's fine.

17 MR. SMITH: Okay. We're not saying that.

18 MR. MARKS: It was a month later.

19 MR. SMITH: We're not saying that we're
20 supplementing the re -- the supplement does -- contains things
21 -- what I've spoken about. They -- contains new spreadsheets
22 that incorporate the information we received in Mr. Kogod's --
23 many of the spreadsheets are similar or the same as what's in
24 the first report, and there's things in the first report that

1 are not addressed in the second report. So it's a whole type
2 of -- of -- but this idea that we need to go through the
3 second report and identify those things, his expert was
4 present --

5 MR. MARKS: But is the first --

6 MR. SMITH: -- at the deposition.

7 MR. MARKS: -- report --

8 THE COURT: Wait, let --

9 MR. SMITH: Wasn't Mr. Teichner present?

10 THE COURT: Let me just ask --

11 MR. MARKS: Is the first report being --

12 THE COURT: -- Mr. Smith a question. So, Mr.
13 Smith --

14 MR. MARKS: -- admitted?

15 THE COURT: -- as far as the first expert report and
16 the supplemental, is it your position, are you replacing the
17 first --

18 MR. SMITH: In --

19 THE COURT: -- report with the second or are you
20 using --

21 MR. SMITH: In those parts --

22 THE COURT: -- them in conjunction at trial?

23 MR. SMITH: Contrary to Mr. Marks' statement that
24 there weren't explanations in the report, if we look at it,

1 you'll see those explanations.

2 THE COURT: And -- and I apologize, I didn't read --

3 MR. SMITH: A hundred and 50 --

4 THE COURT: -- the entire report --

5 MR. SMITH: -- pages of the --

6 THE COURT: -- so --

7 MR. SMITH: -- report. I get it. But in --

8 THE COURT: I thought --

9 MR. SMITH: -- the report --

10 THE COURT: -- at the time we were really only

11 focused on the Excel spreadsheet, so I really focused more on

12 that issue.

13 MR. SMITH: And rightly so because that was the

14 motion.

15 THE COURT: That was the motion --

16 MR. SMITH: We have now something --

17 THE COURT: -- so --

18 MR. SMITH: -- different here today. But the -- in

19 regard to the -- the report, if we look at it, even basically

20 -- or you can have Mr. Leauanae -- that's why I brought him

21 here, to explain. We made changes to the report. The changes

22 that were absolutely contemplated at the time we couldn't take

23 Den -- Dennis' deposition, there were two depositions we

24 hadn't completed, Dennis' and Ms. Steiner. We indicated to

1 them also there were documents missing. We gave them a very
2 detailed explanation of all the documents that were missing
3 that were needed. They provided some of those documents, so
4 they knew that was going to be part of the supplemental
5 report, and they sat through the depositions. So the idea
6 that it was a mystery to them as to what changes would be made
7 is wrong.

8 THE COURT: So Mr. Teichner was at both --

9 MR. MARKS: No.

10 THE COURT: -- depositions?

11 MR. SMITH: No, Mr. Teichner was not at Ms.
12 Steiner's deposition, but the vast --

13 THE COURT: I mean both depositions --

14 MR. MARKS: No.

15 THE COURT: -- of Mr. --

16 MR. MARKS: No.

17 THE COURT: -- Kogod.

18 MR. MARKS: No. No.

19 MR. SMITH: He was at the second one.

20 THE COURT: Just the second one.

21 MR. MARKS: Just the last one.

22 THE COURT: Okay.

23 MR. SMITH: He had the report --

24 MR. MARKS: But --

1 MR. SMITH: -- in his hand. He had already had the
2 report.

3 THE COURT: Okay.

4 MR. SMITH: We had the schedules from the report.
5 Those schedules were made exhibits to Mr. Kogod's second
6 deposition and Mr. Kogod went through, again, I want to say
7 15,000 entries. We sat there for six hours. We went through
8 each of them and he determined whether or not he felt any of
9 those entries were not waste. Because again, if we kind of
10 look at the forest through the trees here, we're trying to
11 figure out what expenditures he made over a period of nine
12 years were expenditures that would normally and reasonably be
13 his expenditures, versus those expenditures that were -- were
14 beyond what the community would have accepted --

15 MR. MARKS: Your Honor, it --

16 MR. SMITH: -- as normal and reasonable
17 expenditures. And let me just say, this notion that somehow
18 I've misrepresented anything in this -- this statement, I have
19 not represented a fact at all. Everything I've told you today
20 is exactly correct and is frankly part of this record. So if
21 Mr. -- Mr. Marks wants to challenge me on that, I just hate
22 when people do that. They say --

23 MR. MARKS: Yeah, I'd like to challenge you.

24 MR. SMITH: -- oh, well, he's changing -- you know,

1 he didn't -- this is not what was true. That's not -- I --
2 MR. MARKS: Yeah --
3 MR. SMITH: -- everything --
4 MR. MARKS: -- I'd like to --
5 MR. SMITH: -- oh, well, he's --
6 MR. MARKS: -- challenge you.
7 MR. SMITH: -- changing -- you know, he didn't --
8 this is not what was true. That's not -- I --
9 MR. MARKS: Yeah, I'd --
10 MR. SMITH: -- everything I said --
11 MR. MARKS: -- to challenge you.
12 MR. SMITH: -- today is true.
13 MR. MARKS: Your Honor, let's say we're in a medical
14 malpractice case. You're going to say the person had medical
15 treatment, they know what happened. That's kind of
16 disingenuous. If you're going to produce an expert report,
17 we're under the expert rules. You have to have a report. Is
18 it a stand-alone report, is it both reports, are you changing
19 the report, are they now withdrawing --
20 THE COURT: But, Mr. Marks, it sounds like your
21 associate knew that there was a supplemental report coming and
22 your expert was at the deposition of Mr. Kogard (sic), so --
23 MR. MARKS: The second depo.
24 THE COURT: The second deposition.

1 MR. MARKS: But is -- is the second report replacing
2 the first report?
3 MR. SMITH: It is not. There --
4 THE COURT: He's al -- yeah, he's -- and he's
5 already stated it's not. It's a supplement --
6 MR. MARKS: Okay. So --
7 THE COURT: -- to the first.
8 MR. MARKS: -- will they not redline or bold and
9 tell us what the changes are?
10 MR. SMITH: Why should we go --
11 MR. MARKS: Because you can't --
12 MR. SMITH: -- through the work?
13 MR. MARKS: -- just do supplemental reports without
14 saying what you're supplementing.
15 MR. SMITH: Here's -- here's -- Mr. Leauanae has --
16 has -- I don't have the access to all my files. Mr. Leauanae
17 has shown me a stipulation that we provided to him that reads
18 as follows. And I don't know if this was ever executed.
19 Maybe you can tell me. I don't know if it was ever part of
20 the record.
21 MS. YOUNG: Let's see the document.
22 MR. MARKS: We'd have to see the document.
23 MR. SMITH: May I approach Ms. Young, Your Honor.
24 MR. MARKS: Your Honor, what is so hard --

1 MR. SMITH: It says --
2 MR. MARKS: -- if you supplement --
3 THE COURT: Well --
4 MR. MARKS: -- about --
5 MR. SMITH: It says the --
6 MR. MARKS: -- telling us --
7 MR. SMITH: -- stipulation of the parties, Dennis'
8 deposition will be conducted on December 7, 2015. Therefore,
9 Gabrielle's supplemental expert report shall be due one week
10 after Dennis' deposition or on -- or on or by December 14th,
11 2015. And I believe we called your office on December 14th
12 and asked for an additional day and you granted it. Isn't all
13 that true?
14 MR. MARKS: That's correct.
15 THE COURT: Okay. So my --
16 MR. MARKS: But they didn't --
17 THE COURT: -- question is for Mr. -- I guess Mr.
18 Teichner.
19 MR. MARKS: Yeah.
20 THE COURT: Is if he was at Mr. Kogard's (sic)
21 second deposition where Mr. Smith went line by line by line
22 through these spreadsheets and asked him whether something is
23 categ -- categorized -- or waste or not --
24 MR. MARKS: He only went through certain

1 spreadsheets.

2 THE COURT: Well --

3 MR. MARKS: He didn't go through every --

4 THE COURT: But the --

5 MR. MARKS: -- spread --

6 THE COURT: -- spreadsheets that he went through --

7 MR. MARKS: He didn't go through --

8 THE COURT: -- that are now --

9 MR. MARKS: -- every one, Your Honor. He didn't got

10 through every attached exhibit. He went through --

11 MR. SMITH: No, because they --

12 MR. MARKS: -- certain ones.

13 MR. SMITH: Certain ones had nothing to do with

14 expenditures.

15 THE COURT: Sure, and I --

16 MR. SMITH: They were --

17 THE COURT: -- I --

18 MR. SMITH: -- had to do with --

19 THE COURT: -- and that's --

20 MR. MARKS: Well --

21 MR. SMITH: -- income --

22 THE COURT: -- what I would assume.

23 MR. MARKS: But they --

24 THE COURT: He only went through the ones that he --

1 he deemed relevant or --

2 MR. MARKS: But then --

3 THE COURT: -- or necessary --

4 MR. MARKS: -- Mr. Teichner --

5 THE COURT: -- at the time.

6 MR. MARKS: -- is required to see the differences in

7 the two reports. Or just take them both together. You're not

8 required to bold or redline.

9 MR. SMITH: Here's -- here's the thing.

10 THE COURT: And I don't know of any requirement to

11 bold or redline --

12 MR. SMITH: But --

13 MR. MARKS: We don't know what --

14 MR. SMITH: But let me just --

15 MR. MARKS: -- they revised.

16 MR. SMITH: Again, let's look at the forest through

17 the trees. We provide an initial statement, again, thousands

18 and thousands of entries that we believe are community -- or

19 are non-community expenditures, or expenditures he spent on

20 his family, you know, all sorts of things. So he has that

21 chart. So not only we -- do we give his expert the

22 opportunity to have that chart, then his expert can talk to

23 Mr. Kogod and make whatever determinations he can about our

24 chart, which is the fundamental basis for the six million

1 dollars of waste that we found. He can do that. But he did
2 more than that. He sat through the deposition and listened to
3 me question Mr. Kogod about certain expenditures, cross
4 examination of him when I felt that his explanation for the
5 expenditure was incomplete. So he had the benefit of all of
6 that. And we -- again, we went through that entire chart. So
7 the chart that forms the vast bulk, I mean, probably the --
8 the -- the -- the most -- I would say 80 percent of the
9 report, that chart we specifically went through. The other
10 parts of it are things that there is no question, purchases
11 and things that -- that we didn't have to go through because I
12 don't think anybody is going to question that these were
13 things that did not benefit the community.

14 MR. MARKS: Your Honor, they keep saying six million
15 dollars. The report says three million unallocated. The way
16 they describe unallocated --

17 THE COURT: Well, I --

18 MR. MARKS: -- is that --

19 THE COURT: And I don't think --

20 MR. MARKS: -- Gabby doesn't know what it is.

21 THE COURT: Yeah.

22 MR. MARKS: If it didn't go for Gabby, if -- even if
23 it went for my client, it's unallocated. I mean, they keep
24 using this six million number to get you excited and to try

1 to --

2 THE COURT: And --

3 MR. MARKS: -- paint my --

4 THE COURT: And it's -- and it's not getting me

5 excited --

6 MR. MARKS: Okay.

7 THE COURT: -- Mr. Marks.

8 MR. MARKS: Well, in --

9 THE COURT: I'm not --

10 MR. MARKS: I think in both --

11 THE COURT: I don't care who --

12 MR. MARKS: Okay. In --

13 THE COURT: -- whatever's spent --

14 MR. MARKS: -- both of --

15 THE COURT: -- I mean --

16 MR. MARKS: -- our careers, if you substitute a new

17 report or a new exhibit, you state it. If you supplement, you

18 redline or bold. If in this one case, because they deposed

19 him and they went through these things and they just want to

20 make it more difficult because they're all upset about what

21 happened, that doesn't mean we shouldn't act professionally or

22 the -- or the normal process of supplementation, here's what's

23 different, here's what we found in the depo, so now we're

24 changing one million to whatever. They didn't say that. It's

1 unprecedented in my experience that you supplement and don't
2 tell anybody. And these are the same rules we operate
3 downtown. You do a medical malpractice report. You do a
4 doctor's report in a PI case, and then you supplement. And
5 you say, since I saw the patient on this day, this changed,
6 that's a supplement.

7 What he seems to be saying that after his depo I got
8 new documentation and I changed it. Why can't he just say it
9 in English? Why hide the ball? Because they're mad at my
10 client? Does -- is that really fair? These are the rules
11 that operate through not just this building but up in Reno and
12 Carson City and downtown. I've never seen conduct like this.
13 He basically said he won't do the Excel because that -- you
14 know, it's your problem. We're not going to spend our time;
15 it's your time. Even though that would be a normal Word
16 document they'd exchange, so my guy had to get a program to
17 try to do it, and I didn't know till late this week that he
18 accomplished it. And we had to file the motion because we
19 were going to run out on our deadline.

20 THE COURT: Okay. So as far as the supplemental
21 expert witness report, Mr. Smith has stated that the changes
22 are identified from Mr. Teich --

23 MR. MARKS: They're not --

24 THE COURT: -- Teichner --

1 MR. MARKS: -- on the spreadsheets --

2 MR. SMITH: But they're --

3 MR. MARKS: -- though.

4 MR. SMITH: -- they're in the -- in the report, if
5 --

6 THE COURT: They're -- it's in the report.

7 MR. SMITH: Let me just say this. Here's what the
8 report says about the things that were changed. It says, one,
9 the supplemental report includes a review of account activity
10 reflected in account statements received by the issuance of
11 our November 17th, 2015 report. And the he highlighted -- he
12 had an exhibit to that report, which is in your file, that
13 highlights all the statements that we had received. So Mr.
14 Marks doesn't have to guess as --

15 THE COURT: What page is that on, Mr. Smith; do you
16 know?

17 MR. SMITH: Yes. That is on Page --

18 MR. MARKS: Your Honor, we asked for the changes to
19 the spreadsheet, so in other words, a we have a spreadsheet
20 that says X dollars is waste. There's another spreadsheet,
21 we're just saying what did you change so our guy knows what's
22 changed. That's a normal process. If a doctor changes a
23 report, a CPA changes a report, if an appraiser changes a
24 report, you don't make everybody go through 10,000 items,

1 their microscopic font, to try to find the changes. How is
2 Judge Duckworth going to do this? If they won't tell us, then
3 magically they're going to tell us the day of trial in
4 February? He's --

5 MR. SMITH: This is --

6 MR. MARKS: -- going to ask --

7 MR. SMITH: -- the point that's missing.

8 MR. MARKS: -- what's the difference between the two
9 reports. Isn't that going to be a logical judicial question,
10 what is the difference?

11 MR. SMITH: No, because that chart, that chart was
12 updated. The differences in that chart are from Dennis'
13 deposition.

14 THE COURT: So are we only --

15 MR. SMITH: During Dennis' --

16 THE COURT: -- talking about one chart?

17 MR. SMITH: We're talking about --

18 THE COURT: Because there's --

19 MR. SMITH: -- one chart.

20 THE COURT: -- multiple exhibits, multiple
21 spreadsheets to the report.

22 MR. SMITH: Only one of the -- Mr. Leauanae can
23 address this, Your Honor, if that's okay.

24 THE COURT: That's -- I would like him to, yes.

1 MR. LEAUANAE: So we have one exhibit that
2 identifies the statements and the canceled checks that we
3 recieved.

4 THE COURT: Okay.

5 MR. LEAUANAE: After the issuance of our November
6 report, we received additional documentation, and so in the
7 supplemental report, we identified which additional statements
8 we received after the first one.

9 MR. MARKS: Can we ask what exhibit to the report it
10 is?

11 MR. SMITH: The -- the one that we referred to as
12 account statement matrix.

13 MR. MARKS: Which one?

14 MR. SMITH: It's Exhibit 1. It's the one that has
15 the red highlighting on it. It's the very first exhibit.

16 THE COURT: So, Mr. Smith, is your representation
17 that the only spreadsheet that was changed from --

18 MR. SMITH: Mr. Leauanae can address that.

19 THE COURT: -- the first report to the
20 supplemental --

21 MR. SMITH: If you need this --

22 MR. LEAUANAE: No, no. So the account statement
23 matrix identifies is the additional documents we received
24 after the first report. But as a result of the various

1 depositions that occurred after the (indiscernible) first
2 reports, we received additional information that in that
3 report we say as a result of the deposition, Dennis said these
4 things about expenses that we categorized, for example, one
5 way in the first report, and therefore in the supplemental
6 report, we're characterizes them the way that Dennis said,
7 even though we don't have any documentary support for that.

8 MR. MARKS: So is it Exhibit --

9 THE COURT: Okay.

10 MR. MARKS: -- 1 to the supplemental report?

11 MR. SMITH: Yes.

12 THE COURT: That's what it sounds like.

13 MR. MARKS: So Exhibit 1 to the supplemental report
14 really replaces Exhibit 1 of the original report.

15 MR. SMITH: No, no, that Exhibit 1 -- no, look at
16 Exhibit 1 and I'll tell you what it is, because I don't have a
17 copy of this giant thing either.

18 MR. MARKS: I have it right here.

19 MR. SMITH: Exhibit 1 -- and I'll represent to the
20 Court -- is a matrix that shows all of the documents received
21 and all of the documents not received. And in this matrix,
22 although this one is not in color, the one that was provided
23 to them is -- it is in color, that PDF shows in red those
24 items that had recently been received that Mr. Leauanae -- do

1 I have that right or --

2 MR. LEAUANAE: I believe so.

3 MR. SMITH: That had recently been received upon

4 which the supplement added information. So they had --

5 MR. MARKS: But this --

6 MR. SMITH: -- the same opportunity --

7 MR. MARKS: -- but --

8 MR. SMITH: -- to go --

9 MR. MARKS: -- but this --

10 MR. SMITH: -- through that, look at those

11 statements, and determine with Mr. Kogod, the person who

12 actually expended the money, as to whether or not these were

13 either community or separate expenditures.

14 MR. MARKS: Your Honor, that's just totally

15 improper. What they're saying is Exhibit 1 is a list of

16 accounts. In Exhibits 2, 3, 4, whatever, is where he's

17 alleging his waste. And they're not -- again, why they're

18 doing this, I don't know. If you're going to supplement and

19 say waste is a million and now it's a million two, or waste

20 was a million two and now it's a million, that's required

21 under the expert rules. You can't do what they're doing --

22 MR. SMITH: You can't --

23 MR. MARKS: -- and say we should go figure --

24 MR. SMITH: What expert --

1 MR. MARKS: -- it out.
2 MR. SMITH: -- rules are you referring to?
3 THE COURT: I -- I have a question for you, Mr.
4 Marks. Have you at any time deposed Mr. --
5 MR. MARKS: Not yet.
6 THE COURT: -- Leauanae?
7 MR. MARKS: Not yet. We're going to do that later,
8 once we -- we discussed we would -- we'd do both experts once
9 the reports were done.
10 THE COURT: So the -- so the supplemental report was
11 in December --
12 MR. MARKS: Correct.
13 THE COURT: -- 15th.
14 MR. MARKS: And our report's due on Tuesday. And
15 again, I don't think he's telling us what the changes are.
16 Isn't he at some point going to have to tell Judge Duckworth?
17 THE COURT: But how is your expert prepared to issue
18 a rebuttal report if you haven't deposed Mr. Leauanae yet?
19 MR. SMITH: An excellent question, one I didn't
20 raise because --
21 MR. MARKS: Your Honor, he's going --
22 MR. SMITH: -- I didn't want to prompt him to take
23 the deposition.
24 MR. MARKS: He -- no, he's read the report and he's

1 going to issue his report. A lot of times we do the
2 depositions after both reports are issued.

3 MR. SMITH: Here's the problem I have.

4 MR. MARKS: That's pretty simple.

5 MR. SMITH: What he's doing is --

6 MR. MARKS: But why can't they --

7 MR. SMITH: -- not a report.

8 MR. MARKS: Your Honor, why can't they just tell us
9 what the changes are, what schedules are changed --

10 THE COURT: It -- it sounds like to me that it -- it
11 has been identified, what has been changed, and that if Mr.
12 Teichner -- Teichner would go back through the deposition
13 transcript, which I guess he sat at the deposition, it would
14 be identified what has been changed, because it's only -- it's
15 only a classification of --

16 MR. SMITH: Yes.

17 THE COURT: -- the expenditures, not the
18 expenditures themselves --

19 MR. SMITH: Yes.

20 THE COURT: -- correct?

21 MR. MARKS: But is he --

22 MR. SMITH: Yes.

23 MR. MARKS: -- replacing --

24 MR. SMITH: So, for example --

1 MR. MARKS: -- new exhibits in the supplement from
2 the first?
3 MR. SMITH: Let me --
4 MR. MARKS: Is he replacing them?
5 MR. SMITH: Let me answer your --
6 THE COURT: No, I think that's something that you
7 could just identify by comparing.
8 MR. SMITH: Exactly. He wants to do all that work.
9 MR. MARKS: No, if you're going to do a supplement,
10 you don't think you have to say what you're supplementing, you
11 can just spew out --
12 MR. SMITH: We did say.
13 MR. MARKS: -- a report that doesn't --
14 MR. SMITH: We --
15 MR. MARKS: -- explain it?
16 MR. SMITH: We identified the statements, we
17 identified the basis for the supplement. Those were the two
18 things that we just identified --
19 MR. MARKS: I don't think --
20 MR. SMITH: -- which were --
21 MR. MARKS: Our expert says --
22 MR. SMITH: -- the additional --
23 MR. MARKS: -- he isn't --
24 MR. SMITH: -- statements -- the -- his expert

1 wasn't there -- what?

2 MR. MARKS: Our expert is saying it is not clear in
3 the supplemental report. He's been doing it for 30 years,
4 just like Mr. Leauanae.

5 MR. SMITH: I -- I get it --

6 MR. MARKS: And he's worked here --

7 MR. SMITH: -- but it is.

8 MR. MARKS: -- and in Reno and LA. Why would he be
9 saying this? Everybody's spending the time -- everyone spends
10 time on these cases. He's asking simply what is supplemented.
11 They did not make that clear. Now they're saying based on
12 Dennis' volume two, what he said during his deposition is a
13 supplement?

14 THE COURT: That's what I'm hearing.

15 MR. SMITH: Right.

16 MR. MARKS: That's the supplement?

17 THE COURT: That and --

18 MR. SMITH: Well, the --

19 THE COURT: -- the additional assets (sic) --

20 MR. MARKS: And they couldn't have said --

21 THE COURT: -- that were identified --

22 MR. MARKS: And they couldn't have said --

23 THE COURT: -- from the documents.

24 MR. MARKS: -- that.

1 MR. SMITH: Additional expenditures.

2 MR. MARKS: They had to say it's absurd, you should
3 know by osmosis, you should know. You get a letter saying
4 what's the supplement, it's absurd to tell us we supplemented
5 on what Dennis did in volume two in his yellow. That's
6 absurd.

7 MR. SMITH: What I indicated --

8 MR. MARKS: Remember, these are CPAs. These are
9 people that are -- testify all the time. They're forensic
10 accountants, they're in court all the time. If our expert
11 says it's not clear, I read these reports, I deal with him all
12 the time. There -- you know, business friends in the sense
13 of, you know, they're on cases opposite. I'm against Mr.
14 Smith all the time. They don't have to disclose anything.
15 That's just not the disclosure rules, Your Honor.

16 MR. SMITH: But --

17 MR. MARKS: And Mr. Duckworth -- Judge Duckworth,
18 one of the questions is going to be why do I have two reports
19 and what are the changes. He's going to ask right off the
20 bat.

21 MR. SMITH: He doesn't have to because if he reads
22 the second report he will see that all of the basis for the
23 changes are -- are identified in that report. And let me just
24 again, on this schedule, this schedule shows all of the

1 expenditures from basic accounts. Mr. Kogod went through and
2 made changes then. They were present. Their expert was
3 present. Both the attorneys were present. Their expert was
4 present and they -- they made those changes. So that
5 information was used by Mr. Leauanae to redo that chart. They
6 have all of that information.

7 What they want us to do now -- here's what he's
8 concerned about, is that Mr. Teichner is actually going to
9 have to go through the statements and he's going to identify
10 things that weren't on this report. Because their strategy
11 isn't to create a report so -- showing what he expended that
12 was non-community, his strategy is to say if we didn't find
13 it, he's not identifying it. So they don't want Mr. Teichner
14 going through those records --

15 MR. MARKS: Your Honor --

16 MR. SMITH: -- and finding things that he could
17 identify that were also expenditures after talking to Mr.
18 Kogod. They want to make sure that only we identify the
19 additional changes so they -- Mr. Kogod can cherry pick and
20 say no, yes --

21 MR. MARKS: Your Honor --

22 MR. SMITH: -- no, yes.

23 MR. MARKS: -- what --

24 THE COURT: Well, I --

1 MR. SMITH: That to me is a violation --
2 MR. MARKS: Okay. But what he's --
3 MR. SMITH: -- of the --
4 MR. MARKS: -- saying --
5 MR. SMITH: -- of the --
6 THE COURT: Well --
7 MR. SMITH: -- expert rules.
8 THE COURT: -- if I ask, because that does raise a
9 very good question. In April Mr. Jimmerson represented that
10 they were going -- you were going to -- your client was going
11 to produce an accounting and that never happened.
12 MR. MARKS: And that's going to be through Mr.
13 Teichner. But, Your Honor, did you hear --
14 THE COURT: So if Mr. Teichner's providing an
15 accounting, is he not -- is it a rebuttal report or is it a
16 independent --
17 MR. MARKS: It's --
18 THE COURT: -- report?
19 MR. MARKS: It's going to be both an accounting and
20 a rebuttal report. But did you hear what he just said? We
21 should know based on what our client did in his deposition
22 what their expert's going to do. Do you realize how ludicrous
23 that is? You don't know when you're at a deposition and
24 someone subject to cross examination what their expert's going

1 to use. Do you realize the concept of what he's trying to
2 peddle here, how just ridiculous that is? They already raised
3 the issues of the reports before Judge Duckworth. It's
4 systematic. They do their report and we do our report. We
5 both chance to rebuttal. He's just raising all the same
6 issues all the time. All we said was what was changed. And I
7 guess he just doesn't want to tell us what was changed other
8 than go back to Dennis' deposition and what Dennis said in his
9 deposition they utilized for the supplement. That's all that
10 I'm gathering.

11 MR. SMITH: The second --

12 THE COURT: Well --

13 MR. SMITH: Okay.

14 THE COURT: And -- and I guess the on -- the one
15 issue that I have is that you do have access to Mr. Kogard
16 (sic) --

17 MR. MARKS: Right.

18 THE COURT: -- and they don't.

19 MR. MARKS: Right. Well, they had during his depo,
20 but --

21 THE COURT: Only during his --

22 MR. MARKS: That's --

23 THE COURT: -- deposition --

24 MR. MARKS: -- fine but --

1 THE COURT: -- though.
2 MR. MARKS: -- do we know that they're using what he
3 said in his deposition?
4 MR. SMITH: Yeah, because you have --
5 MR. MARKS: Do we know --
6 MR. SMITH: -- the report.
7 MR. MARKS: -- that that's what's going to be in the
8 report?
9 MR. SMITH: Yeah, we have it --
10 THE COURT: I guess --
11 MR. SMITH: -- it's in his report.
12 THE COURT: I guess it would be --
13 MR. SMITH: It's there.
14 THE COURT: -- in the report.
15 MR. MARKS: Okay. Again, they changed the
16 spreadsheets again without bolding or redlining or saying
17 after his deposition, here are the changes. This replaces or
18 it doesn't --
19 THE COURT: So -- so let's --
20 MR. MARKS: -- replace it or it subsumes that --
21 THE COURT: -- let's get some clarification on that.
22 So only -- which exhibit is it that is being replaced from --
23 MR. SMITH: Do you know --
24 THE COURT: -- the supplemental report?

1 MR. SMITH: -- off the top of your head?
2 MR. LEAUANAE: I --
3 MR. SMITH: I don't --
4 THE COURT: I don't know --
5 MR. SMITH: I don't have --
6 THE COURT: -- if you know.
7 MR. SMITH: -- the report in front of me.
8 MR. LEAUANAE: I don't.
9 MR. SMITH: Mr. --
10 MR. MARKS: I have the --
11 MR. SMITH: -- or the Court has the --
12 MR. MARKS: -- supplemental report.
13 MR. SMITH: -- report. I could --
14 THE COURT: I have a report --
15 MR. SMITH: -- I could approach. Do you have the
16 report?
17 THE COURT: -- if you'd like my report.
18 MR. SMITH: Do you have it in front of you?
19 THE COURT: Uh-huh (affirmative).
20 MR. SMITH: If I can approach, Your Honor. Joe, do
21 you want to come -- may I have Mr. Leauanae report? He can --
22 he can show the exhibit.
23 MR. LEAUANAE: Yeah, actually that's -- I can
24 provide perhaps some clarification just in case. Mr. Marks is

1 talking about the supplement and about it's something that we
2 should be able to identify. Not necessarily readily identify,
3 but identify. When we do the supplement, it's not like we
4 have the first report, which is A, we have the second report,
5 which is B, and you add A to some unknown quantity to get B.
6 And that it -- it's just -- it's not just a matter of us
7 identifying the unknown quantity.

8 When we get the additional information after the
9 first report, we re -- reevaluate some of the assessments that
10 we made in the first report and some of those assessments
11 change. So it's not necessarily a matter of just identifying
12 the additions to the first report that are in the second
13 report, it would basically involve us having to go back and
14 identify from that first report all of the changes that we
15 made in a manner that we don't keep track of them. It's not
16 like we have a static report that says, okay, as of this date,
17 this is what the assessments were and then we change these
18 particular assessments but not these other assessments to get
19 the current value for the current assessments.

20 We essentially look at the entire data based on, for
21 example, the deposition testimony, like I had indicated
22 before. Mr. Kogod had referenced that certain transactions he
23 believed should be not waste but something else, so we would
24 go back to the representations or the way that we categorized

1 them in the first report and recategorize them according to
2 his deposition testimony.

3 MR. SMITH: Okay. Let me just stop --

4 MR. MARKS: So is that a --

5 MR. SMITH: -- you there.

6 MR. MARKS: -- stand-alone?

7 MR. SMITH: Let me --

8 MR. MARKS: Because that sounds like it's a
9 stand-alone --

10 MR. SMITH: Here's --

11 MR. MARKS: -- report there.

12 MR. SMITH: Let me take an example of what --

13 THE COURT: And that's what I'm trying --

14 MR. SMITH: -- Mr. --

15 THE COURT: -- to figure out.

16 MR. SMITH: -- Leauanae just said. This is on Page
17 11 of the report that's there. So -- and the changes, when he
18 starts outlining the changes in this section, they're all
19 starting on Page 10 and he goes through sort of great detail
20 on all the various exhibits that were cha -- or the
21 transactions that were changed.

22 THE COURT: Okay.

23 MR. SMITH: And that even before that he talks about
24 different ones. But for example, he states during Dennis'

1 December 7th, 2015 -- I had the date wrong. December 7th
2 instead of the 8th. He identified certain expenses listed on
3 Exhibit 2 of Anthem's November 17th report they did not
4 believe that were community waste. For example, Dennis stated
5 that without additional information he could not determine
6 whether certain transactions were ultimately for Dennis'
7 benefit or for the benefit of Nadya and the children, such as
8 groceries purchased by Nadya, notwithstanding the fact that
9 the documentation deficiencies related to expenses in Dennis'
10 record-keeping as a point of conservatism and having Dennis'
11 deposition testimony to exclude the following transactions
12 from Exhibit 2. So we note what are excluded. And there's --
13 there's seven of those entries precisely identifying what were
14 the changes in the report.

15 Again, I don't think this is a matter of them not
16 understanding our report, because they have the chart. This
17 is a matter of them not wanting their expert to go through
18 those --

19 MR. MARKS: That's just --

20 MR. SMITH: -- statements.

21 MR. MARKS: -- not true, Your Honor. That -- then
22 fine. Then we'll just tell our expert that's their response,
23 that he's -- it sounds to me, from what Mr. Leauanae just
24 said, because of the way he did it, he can't redline or bold

1 it because he just did it as a separate analysis. That's what
2 he just said. That sounds like the second report is replacing
3 the first report. That's what it sounded like from what he
4 said because he's doing an analysis and he can't bold or
5 redline it.

6 MR. SMITH: All of the transactions that are
7 identified in the first report are also identified in the
8 second report --

9 MR. MARKS: Okay.

10 MR. SMITH: -- because it is a supplement, but there
11 are changes based upon the deposition that both the attorneys
12 and Mr. Teichner attended, and the deposition of Ms. Steiner.
13 And those transactions are -- you know, there's maybe 50
14 transactions involving her. But Dennis' are substantial. But
15 again, I don't think --

16 MR. LEAUANAE: And the additional statements.

17 MR. SMITH: -- that Mr. -- I don't -- I'm sorry?

18 MR. LEAUANAE: And the additional account documents.

19 MR. SMITH: And the additional account documents.
20 But I don't think Mr. Marks can say that he wasn't present and
21 didn't hear Dennis go through all of the various things. And
22 then we had the report of Mr. Leauanae where he identifies
23 specifically in that report, in the example of the paragraph
24 we just laid -- gave, those expenditures that Dennis

1 identified that he's excising from his analysis of the overall
2 report.

3 MR. MARKS: I hear that. So does that mean the
4 second report as it relates to Dennis' expenses replaces the
5 first? That's all I'm asking.

6 MR. SMITH: The --

7 MR. MARKS: I don't think that's too much to ask.

8 MR. SMITH: It doesn't replace it in the sense that,
9 again, the vast majority of those expenditures are identified
10 in the first report. Those stand. The only changes that were
11 made are those that are identified in writing, in the report,
12 and then reflected in that new schedule. The new schedule, I
13 think Mr. Marks can say that the new schedule is the amount of
14 damages that were identified by Mr. Leauanae, and his
15 conclusions at the end of that report had changed.

16 So, for example, if I take out those three
17 categories of expenses and I take out something else that Mr.
18 Kogod indicated, that may change the number. But we're not
19 talking about big changes. The initial report was around six
20 million or so.

21 MR. LEAUANAE: Accountable.

22 MR. SMITH: Okay. I -- I think the initial report
23 that -- it didn't change that much. The difference between
24 the two reports is not, in this case, a substantial amount.

1 Maybe a couple hundred, \$300,000, something along those lines,
2 but it's not an amount that was so great as to justify this,
3 and it's certainly not an amount that's so great that Mr.
4 Teichner can't go through.

5 I'm telling you what's happening here --

6 MR. MARKS: Your Honor, that's just --

7 MR. SMITH: -- and the reason why they --

8 MR. MARKS: -- totally --

9 MR. SMITH: -- want those Excel --

10 MR. MARKS: That's not --

11 MR. SMITH: Well, the reason they want those --

12 MR. MARKS: That's just not relevant.

13 MR. SMITH: -- Excel reports and the reason they
14 wanted those reports in Excel format, because they didn't want
15 Mr. Teichner to do his own report.

16 MR. MARKS: And that's just not true.

17 MR. SMITH: That's been the -- he's not doing his
18 own report. And when he says that I raised the issue of the
19 report, I indicated to Judge Duckworth at a time where they
20 had the opportunity to do their own report that it was my
21 belief that if they don't do their own report, in other words,
22 they don't submit one on October 4th as well, then they've
23 waived their right to do a report. And the only thing --

24 MR. MARKS: And none of this is --

1 MR. SMITH: -- they can do --
2 MR. MARKS: -- even before you.
3 MR. SMITH: -- the only thing they --
4 THE COURT: Well --
5 MR. SMITH: -- can do is --
6 THE COURT: Yeah, and that's --
7 MR. SMITH: -- is a rebuttal report.
8 THE COURT: -- something Judge Duckworth is --
9 MR. MARKS: None of this is before you --
10 THE COURT: -- is going to determine.
11 MR. MARKS: -- so I guess that as it relates to
12 Dennis' expenditures, it sounds like what their expert is
13 saying is their new supplemental list replaces the old list.
14 The new spreadsheet replaces the old spreadsheet.
15 MR. SMITH: Again, that implies that --
16 THE COURT: Yeah, I don't know --
17 MR. SMITH: -- it's a completely new list.
18 THE COURT: Yeah, I --
19 MR. SMITH: It's not.
20 THE COURT: -- I don't know that that's exactly what
21 he's saying, but what he's saying is there's the original
22 report from November, there was a stipulation between counsel
23 or an understanding that there was going to be a supplemental
24 report. Your expert -- your expert witness was at that

1 deposition, and then the supplemental report was produced
2 within the one week. And so I'm finding that your expert has
3 sufficient time from December 15th, I think it was, that the
4 report was produced, to compare those spreadsheets and to read
5 those changes that were set forth in the supplemental report
6 to determine what changes were made. And --

7 MR. SMITH: Prepare a report, Your Honor.

8 THE COURT: -- if you can --

9 MR. MARKS: Fine.

10 MR. SMITH: And now --

11 THE COURT: -- prepare a report.

12 MR. SMITH: -- the issue is fees, because this
13 just --

14 THE COURT: I mean, my recommendation would be --

15 MR. MARKS: Well, I don't think there should be any
16 fees here.

17 THE COURT: I mean, I don't know if -- Mr. Marks has
18 asked for another seven to 10 days. I understand his report
19 is due on the 19th.

20 MR. MARKS: Correct.

21 MR. SMITH: Let's do this. Let's just defer the
22 fees and allow the Court to address those at the time of
23 trial.

24 MR. MARKS: Your Honor, I think those fees should be

1 denied. This is a totally confusing day with --

2 THE COURT: Well, I'm going to defer the fees
3 because there's a lot more going here than just the
4 discovery --

5 MR. MARKS: I don't think there should --

6 THE COURT: -- and --

7 MR. MARKS: -- be fees.

8 THE COURT: -- and --

9 MR. MARKS: We asked in a letter and we didn't get a
10 coherent response. They could have given this response to
11 us --

12 THE COURT: Well, but none of that --

13 MR. MARKS: -- by letter.

14 THE COURT: -- none of that was in the motion. The
15 only --

16 MR. MARKS: The -- the --

17 THE COURT: The only thing that's even before me
18 today is what was in the reply, which I don't believe Mr.
19 Smith had even gotten a chance to respond to because I didn't
20 get it until this morning. So --

21 MR. MARKS: Well, we emailed it to him I think on
22 Wednesday.

23 THE COURT: The reply?

24 MR. MARKS: Yeah.

1 THE COURT: Okay. Well --
2 MR. MARKS: But he had it. But in any event, we --
3 it's by sub --
4 THE COURT: But nothing was filed, so --
5 MR. MARKS: But in letters we were asking, what are
6 the changes --
7 MR. SMITH: What do you think this was?
8 MR. MARKS: -- tell us the changes. He just would
9 not tell us the changes. I don't think this is a case you get
10 fees where you try to do a good faith meeting, confer with --
11 THE COURT: Well, I think what he's asking the --
12 for the fees for was the original motion that was filed
13 regarding this Excel spreadsheet --
14 MR. MARKS: Well, the guy went ahead --
15 THE COURT: -- that's now been resolved.
16 MR. MARKS: Well, we would be entitled to fees for
17 having to go through whatever our guy did to try to convert to
18 PDF, et cetera. I guess they -- both experts can go through
19 that at trial in front of Judge Duckworth.
20 MR. SMITH: Again, which is --
21 MR. MARKS: He's got --
22 MR. SMITH: -- why I'm asking you --
23 MR. MARKS: -- tons of fees.
24 MR. SMITH: -- to defer the --

1 MR. MARKS: I think they --
2 MR. SMITH: -- fees on this issues.
3 MR. MARKS: -- should be denied.
4 THE COURT: I'm going to defer the fees to Judge
5 Duckworth --
6 MR. SMITH: Very good.
7 THE COURT: -- let --
8 MR. MARKS: Do we have --
9 THE COURT: -- let him make the decision.
10 MR. MARKS: -- additional time? Can we get
11 additional time --
12 THE COURT: Well, that's what --
13 MR. MARKS: -- since this was --
14 THE COURT: -- I was going to --
15 MR. MARKS: -- not clear?
16 THE COURT: So on your --
17 MR. SMITH: We had agreed --
18 THE COURT: -- request for additional --
19 MR. SMITH: -- for an additional --
20 THE COURT: -- time --
21 MR. SMITH: We had agreed for an additional week,
22 just like we -- so if he needs an additional week --
23 THE COURT: I mean, I'm --
24 MR. SMITH: -- that's fine.

1 THE COURT: -- inclined to give you --
2 MR. MARKS: Okay, fine.
3 THE COURT: -- I mean, the 19th is --
4 MR. MARKS: Tuesday.
5 THE COURT: -- just in a couple days.
6 MR. MARKS: Okay. So we'll get --
7 THE COURT: So -- and --
8 MR. MARKS: -- till the --
9 THE COURT: -- there's a holiday --
10 MR. MARKS: -- 26th.
11 THE COURT: -- in here, so --
12 MR. SMITH: 26th, that's fine.
13 MR. MARKS: All right. Thank you.
14 MR. SMITH: That will work. Thank you.
15 THE COURT: You have until the 26th.
16 MR. MARKS: Thank you, Your Honor.
17 THE COURT: And, Mr. Smith, you'll prepare and --
18 MR. SMITH: Yes, we'll prepare a recommendation,
19 too. And we submit it to the office or to your office?
20 THE COURT: To the discovery office.
21 MR. SMITH: Very good. Thank you, Your Honor.
22 THE COURT: Thank you.
23 (PROCEEDINGS CONCLUDED AT 14:44:48)
24 * * * * *

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

4
5
6 /s/ Kimberly C. McCright
Kimberly C. McCright, CET
7 Certified Electronic Transcriber
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11 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

12 DENNIS KOGOD,

Case No. 71147

13 Appellant,

14 vs.

15 GABRIELLE CIOFFI-KOGOD,

16 Respondent.
17
18

19 **APPEAL FROM THE EIGHTH JUDICIAL DISTRICT COURT**
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APPELLANT'S APPENDIX
Volume 4

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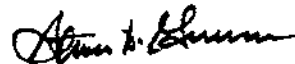
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CLERK OF THE COURT

1 MOT
2 RADFORD J. SMITH, CHARTERED
3 RADFORD J. SMITH, ESQ.
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12 Attorneys Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

9 GABRIELLE CIOFFI - KOGOD,

10 Plaintiff,

11 v.

12 DENNIS KOGOD,

13 Defendant.

CASE NO.: D-13-489442-D
DEPT NO.: Q

FAMILY DIVISION

2/17/16
10:00 AM

14 NOTICE: PURSUANT TO EDCR 5.25(b) YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS
15 MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF
16 YOUR RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A
17 WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF
18 THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT
19 HEARING PRIOR TO THE SCHEDULED HEARING DATE.

20 PLAINTIFF'S MOTION FOR THE ISSUANCE OF AN ORDER TO SHOW CAUSE WHY
21 DEFENDANT SHOULD NOT BE HELD IN CONTEMPT FOR HIS MULTIPLE VIOLATIONS
22 OF THE JOINT PRELIMINARY INJUNCTION;

23 PLAINTIFF'S MOTION FOR AN ORDER LIMITING THE ACCESS AND PAYMENTS FROM
24 COMMUNITY ACCOUNTS

25 PLAINTIFF'S MOTION FOR SANCTIONS, ATTORNEY'S FEES AND COSTS

26 DATE OF HEARING:

TIME OF HEARING:

27 COMES NOW, Plaintiff, GABRIELLE CIOFFI - KOGOD ("Gabrielle"), by and through her
28 attorneys, Radford J. Smith, Esq. and Garima Varshney, Esq., of Radford J. Smith, Chartered, and moves
29 this Court for the following orders:

1 1. For an Order directing Defendant, DENNIS KOGOD ("Dennis") to show cause why he
2 should not be held in contempt for his numerous violations of the Joint Preliminary Injunction (JPI) filed
3 May 15, 2014;

4 2. For an Order directing Dennis to show cause why he should not be held in contempt for
5 violation of the Stipulation and Order filed on August 10, 2015;

6 3. For an Order limiting the parties' access to, and payments from, community accounts, and
7 directing Dennis to add Gabrielle to accounts at UBS he continues to withdraw funds from in violation of
8 the JPI;

9 4. Directing Dennis to pay interest on the funds he expended in violation of the Joint
10 Preliminary Injunction;

11 5. For a judgment for sanctions under EDCR 7.60 against Dennis in favor of Gabrielle, to be
12 satisfied by a transfer of a portion of his community funds to Gabrielle, for his violation of court rules,
13 and disobedience with the Court's Joint Preliminary Injunction;

14 6. For an award of attorney's fees and costs pursuant to EDCR 7.60 to Gabrielle for having
15 to file this motion; and,

16 7. For such other and further relief as the Court finds proper in the premises.

17 This motion is made and based upon the points and authorities and affidavits attached hereto, and
18 upon all such argument as may be made by counsel at the time of the hearing of this matter.

19 Dated this 15th day of January, 2016.

20 RADFORD J. SMITH, CHARTERED.

21 *Garima Varshney*
22 RADFORD J. SMITH, ESQ.
23 Nevada State Bar No. 2791
24 GARIMA VARSHNEY, ESQ.
25 Nevada State Bar No. 011878
26 2470 St. Rose Parkway, Suite 206
 Henderson, Nevada 89074
 Attorney for Plaintiff

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TO: DANIEL MARKS, ESQ., Attorney for Defendant

Dated this 15 day of January, 2016.

Garima Varshney
RADFORD J. SMITH, ESQ.
Nevada State Bar No. 2791
GARIMA VARSHNEY, ESQ.
Nevada State Bar No. 011878
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorney for Plaintiff

I.

INTRODUCTION

1. Dennis's Repeated and Ongoing Violations of the Joint Preliminary Injunction:

Dennis's arrogance toward the prohibitions in the JPI is astounding in light of Gabrielle's constant calls for him to stop his spending. He was and is keenly aware of those prohibitions as they have been the subject of letters, discussions before the Court, and his agreements to reimburse Gabrielle

1 for property (both real and personal) that he has, in gross violation of the JPI, purchased during these
2 proceedings. For example, on August 10, 2015, he entered into a Stipulation and Order directing him to
3 pay to Gabrielle an amount equal to the sum he had spent without Gabrielle's knowledge or consent,
4 approximately \$3,600,000.00, to purchase a condominium for himself when he left the approximately
5 \$6,000,000.00 Beverly Hills mansion he purchased and lived in with his girlfriend, Ms. Khapsalis, and
6 their illegitimate children (also without Gabrielle's knowledge or consent). Ironically, he left that home
7 to pursue a relationship with yet another paramour, the married with children Jennifer Steiner, whom he
8 spent tens of thousands of dollars upon for Ritz Carlton vacations and expensive jewelry.

9
10 To add insult to injury, Dennis has not complied with the terms of the agreements he has entered
11 with Gabrielle. The stipulation directing him to pay her approximately \$3,600,000.00 was entered on
12 August 10, 2015, yet he did not transfer funds to Gabrielle until approximately two months later, at the
13 end of October, 2015. Further, the August 10, 2015 Stipulation and Order directs the sale of the \$1.1M
14 Yacht that Dennis purchased in violation of the JPI and directed that the proceeds from the sale of the
15 yacht to be placed in a newly created joint bank account. In direct violation of that Stipulation and Order,
16 Dennis placed the monies in UBS Account ending in X45 he holds in his sole name. He has refused to
17 segregate the funds into a separate account in the parties' joint names.

18 **2. Dennis has Failed to Transfer Ownership of Accounts to the Parties Jointly so that he can**
19 **Continue to Spend from those Accounts without Gabrielle's Immediate Knowledge**

20 Dennis continues to lord over the funds in the UBS accounts he originally set up without
21 Gabrielle's knowledge and in his sole name, and refuses to take even simple steps to transfer the accounts
22 into the joint names of the parties. Gabrielle does not have access to those accounts. Throughout the
23 parties' marriage, and during this litigation, Dennis deposited the bulk of his income into the UBS
24 Account ending in X45. By surreptitiously setting up and maintaining that account, he hid the account
25 from Gabrielle (a fact he admitted in his deposition), then spent wildly from the account to support his
26 lifestyle with Ms. Khapsalis. Gabrielle does not have access to that account and other UBS accounts

1 Dennis established, and Dennis uses the money from those accounts as he sees fit, and with blatant
2 disregard of the JPI. Gabrielle and her counsel have requested numerous times that Dennis add Gabrielle
3 to those accounts, but for many months Dennis has failed to cause that transfer to occur, and has instead
4 only provided excuses for not doing so.

5 **3. Dennis's Actions have Delayed and Increased the Cost of Discovery**

6 Instead of complying with the Court's orders, Dennis has caused Gabrielle to expend enormous
7 amounts of attorney's and expert fees by failing to cooperate in scheduling discovery, and by making
8 Gabrielle bend over backwards to schedule and reschedule depositions in the case. By way of an
9 example, Dennis' deposition was rescheduled three times, including a last minute cancellation the day
10 before the scheduled and agreed date of his deposition.
11

12 Perhaps most egregious on Dennis's list of attempts to manipulate the discovery process, Dennis
13 filed two motions to prevent Gabrielle from conducting the deposition of his current girlfriend, Jennifer
14 Steiner. Gabrielle, through her counsel, voluntarily offered solutions to avoid Ms. Steiner's husband and
15 children from finding out that she had been deposed in this case, and preventing her family from ever
16 knowing the content of the deposition. That was not good enough for Dennis, and he decided he would
17 try to stop the deposition by fraud. Nevertheless, Dennis stalled the process, constantly created hurdles
18 and caused Gabrielle to expend enormous amount of attorney's fees and expert fees for his paramour's
19 deposition. It bears noting that Dennis' allegation that Jennifer Steiner should not be deposed because she
20 had threatened to expose him to DaVita and jeopardize his employment¹ were belied by Ms. Steiner's
21 testimony at her deposition wherein she testified that she had never threatened to harm Dennis'
22 employment in any way.
23

24
25
26 ¹ See Dennis' Motion to Stay Service of Subpoena Duces Tecum and Notice of Deposition and for a Protective Order
Prohibiting or Limiting the Deposition of Jennifer Crute Steiner filed on June 11, 2015, page 4, lines 6-11, and page 5, lines 7-
10.

1 Gabrielle will seek at trial an unequal division of community monies to account for Dennis'
2 waste. Gabrielle brings this Motion requesting the Court to levy substantial sanctions for his disregard
3 for this Court's orders, the rules of discovery, and the integrity of this Court.

4
5 **II.**

6 **DENNIS SHOULD BE SANCTIONED FOR HIS NUMEROUS VIOLATIONS OF THE JOINT**
7 **PRELIMINARY INJUNCTION AND FOR HIS VIOLATION OF THE STIPULATION AND**
8 **ORDER ENTERED ON AUGUST 10, 2015**

9 **I. Dennis' violations of the Joint Preliminary Injunction entered on May 15, 2014**

10 Even though Dennis maintains that his relationship with Nadya Khapsalis ("Nadya") has ended,
11 he continues to maintain and pay the expenses for \$5.9 million Beverly Hills mansion in which Nadya
12 resides, provide and maintain a \$120,863 Bentley automobile for Nadya, and a monthly allowance of
13 \$3,000 to Nadya in addition to paying for *all* her other expenses. Dennis has paid \$887,198.89 towards
14 Nadya and the children's expenses since the entry of the Joint Preliminary Injunction. See Spreadsheet
15 showing expenses for Nadya and the children from May 15, 2014 through September 29, 2015 attached
16 hereto as Exhibit "1."²

17 Not only has Dennis paid for full time nanny for his two children, in direct violation of the JPI,
18 Dennis paid nearly \$11,000 to a urologist for an undisclosed procedure for one of those nannies, Claire
19 Sparks. See Claire Sparks' related expenses attached hereto as Exhibit "2."

20 Ms. Khapsalis has now retained counsel in California to bring a claim of palimony, custody and
21 child support against Dennis. Ironically, Dennis has expended an astounding \$80,382 community monies
22 to pay Ms. Khapsalis' attorney's fees. See Spreadsheet showing expenses for Nadya and the children
23 from May 15, 2014 through September 29, 2015 attached hereto as Exhibit "1."

24
25
26 ² This spreadsheet is not current because Dennis, in violation of NRCP 16.2, has not supplemented any of his bank account,
investment account and credit card statements since September 29, 2015.

1 In violation of the JPI, Dennis paid approximately \$38,100 for various expenses for his family
2 members including approximately \$1,100 payment for his brother, Mitchell's girlfriend to visit Mitchell.
3 See Spreadsheet showing expenses for Dennis' family members from May 15, 2014 through August 18,
4 2015 attached hereto as Exhibit "3."

5 Dennis has paid nearly \$45,099 towards his second paramour, Ms. Jennifer Steiner. See
6 Spreadsheet showing expenses for Jennifer Steiner from September 24, 2014 through August 11, 2015
7 attached hereto as Exhibit "4."³

8 Further, in violation of the JPI, Dennis purchased a condominium located at Wilshire Boulevard
9 for more than \$3.6M. By Stipulation, Gabrielle received equal monies as her sole and separate property.
10 See Stipulation and Order filed on August 10, 2015. During discovery, Anthem Forensics came across an
11 additional wire transfer of \$330,000 towards an unaccounted for asset. At his deposition in December,
12 2015, only when Dennis was questioned about the wire transfer, he admitted that he had purchased an
13 addition to the Wilshire apartment, which he referred to as the "nanny's quarters." Prior to Dennis'
14 deposition, neither Dennis nor his counsel advised Gabrielle or her counsel about the latest "nanny
15 quarters" purchase.
16

17 During Dennis' deposition, Dennis also admitted that he has purchased a Cartier watch for Nadya
18 and a Sapphire Ring purchased at \$14,000 for Jennifer Steiner. He admitted that he had recently
19 purchased artwork for his new condominium but did not provide any other information to assess the cost
20 or the values.
21

22 Dennis continues to waste community funds with complete disregard to the Joint Preliminary
23 Injunction. That spending, totaling \$2,384,549.40, is detailed in the spreadsheets attached hereto as
24 Exhibits "1," "2" and "3." None of the expenses meet the criteria of "necessities of life" or "business
25

26 ³ This spreadsheet is not current because Dennis has not supplemented any of his bank account, investment account and credit card statements since September 29, 2015.

1 expenses." Gabrielle requests that Dennis be sanctioned appropriately for his failure to abide by the JPI.
2 Gabrielle further requests that the Court grant each party a specified sum from which they can pay their
3 respective expenses pending trial, as opposed to Dennis continuing to spend whatever community funds
4 he sees fit.

5 **2. Dennis's Failure to abide by the Stipulation and Order entered on August 10, 2015 -**

6 On August 10, 2015, the parties entered into a Stipulation and Order that stated as follows -

7
8 4. Gabrielle stipulates to the sale of the 2014 Marquis 500 SB boat, for the sale
9 price of \$1,100,000.00 less an approximate \$110,000.00 consulting fee/sale
10 commission, to permit the sale of the boat to an unrelated third party, Andres Torres.
11 Gabrielle has agreed and hereby shall deliver to Dennis's counsel, for delivery to the
12 Buyer, an executed spousal consent form agreeing to the sale and agreeing to transfer
13 title of the boat from Gabrielle and Dennis, on the one hand, to the third party buyer,
14 on the other. In this regard, and for this asset only, *the net sale proceeds received*
15 *from the Buyer shall be placed into a newly created jointly titled bank account that*
16 *shall not be subject to distribution without the signatures of both parties, and*
17 *Order of the Court.*

18
19 5. *Dennis and Gabrielle shall cooperate in arranging for the creation of the new*
20 *bank account that will hold these proceeds in a blocked account and which*
21 *otherwise shall remain intact, unless both parties agree otherwise in writing, or*
22 *until further Order of the Court.*

23 [Emphasis added]

24 See Stipulation and Order filed on August 10, 2015.

25 In direct violation of the Stipulation and Order, Dennis failed to place the monies in a newly
26 created joint bank account. Instead, he placed the monies in UBS Account ending in X45 which is only in
Dennis' name. Gabrielle does not have access to that account. Gabrielle and her counsel have requested
numerous times that Dennis add Gabrielle to that account, but Dennis has made excuses and failed to do
so. See Email from UBS to Gabrielle attached hereto as Exhibit "5." In the meantime, Dennis continues
to deposit monies in the UBS Account ending in X45 and expends enormous monies from that account
without Gabrielle's knowledge or consent in callous disregard for the Court's orders. Upon information

1 and belief, UBS's representative have provided Dennis with authorization forms to add Gabrielle to the
2 accounts, but Dennis has failed to send them back.

3 While Dennis' counsel have attempted to contact UBS to resolve that issue, as of the date of filing
4 this motion, that issue remains unresolved. Gabrielle is hopeful that the parties will be able to resolve
5 that issue prior to the hearing in this case, however, in order to preserve her right to seek an Order from
6 the court in the event the issue remains unresolved Gabrielle is seeking that relief in this motion.

7
8 **III.**

9 **THE COURT SHOULD ISSUE ITS ORDER THAT DENNIS SHOW CAUSE WHY
HE SHOULD NOT BE HELD IN CONTEMPT FOR VIOLATING THE COURT'S ORDERS**

10 A court may issue an order holding a party in contempt for "disobedience or resistance to any
11 lawful writ, order, rule or process issued by the court or judge at chambers." NRS 22.010(3). An order
12 on which a judgment of contempt is based must be clear and unambiguous, and must spell out the details
13 of compliance in clear, specific and unambiguous terms so that the person will readily know exactly what
14 duties or obligations are imposed on him. *Cunningham v. Eighth Judicial Dist. Court*, 102 Nev. 551, 560-
15 561, 729 P.2d 1328, 1333 (1986). NRS 22.030(2) provides in relevant part: "When the contempt is not
16 committed in the immediate view and presence of the court or judge at chambers, an affidavit shall be
17 presented to the court or judge of the facts constituting the contempt [. . .]"

18
19 In order to hold Dennis in contempt, the court must permit Dennis to testify and show cause why
20 he should not be held in contempt and allow her to cross examine any witnesses against him.

21 [I]n a prosecution for contempt not committed in the presence of the court, due process
22 requires that the person charged be advised of the nature of the action against him, have
23 assistance of counsel, if requested, have the right to confront witnesses, and have the right
to offer testimony on his behalf.

24 *Awad v. Wright*, 106 Nev. 407, 411, 794 P.2d 713, 716 (1990), quoting *Burgers v. Maiben*, 652 P.2d
25 1320, 1322 (Utah 1982).

1 The matters outlined above consist of willful violations by Dennis of the plain and clear orders of
2 this Court. The Court should enter its order directing Dennis to show cause why he should not be held in
3 contempt. In the interest of resolving the issue of contempt expeditiously, the Evidentiary Hearing on the
4 issue of contempt should be set for the same date as the Trial in this matter, or for February 23, 2016.
5 Since Dennis continues to violate the JPI, Gabrielle should be permitted to supplement her spreadsheets
6 attached hereto as Exhibits "1" through "4" to include Dennis' additional violations of the JPI through
7 the date of the Trial.
8

9 IV.

10 **DENNIS SHOULD BE SANCTIONED AND GABRIELLE SHOULD BE AWARDED**
11 **ATTORNEY'S FEES AND COSTS FOR HAVING TO FILE THIS MOTION AND FOR**
12 **HAVING TO SEEK DENNIS' COMPLIANCE**

13 EDCR 7.60(b) states in pertinent part:

14 (b) The court may, after notice and an opportunity to be heard, impose upon an
15 attorney or a party any and all sanctions which may, under the facts of the case, be
16 reasonable, including the imposition of fines, costs or attorney's fees when an
17 attorney or a party without just cause:

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

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

21 NRS 22.100 states in pertinent part,

22 3. In addition to the penalties provided in subsection 2, if a person is found
23 guilty of contempt pursuant to subsection 3 of NRS 22.010, the court may require
24 the person to pay to the party seeking to enforce the writ, order, rule or process
25 the reasonable expenses, including, without limitation, attorney's fees, incurred
26 by the party as a result of the contempt.

23 Here, Dennis has unnecessarily multiplied the proceedings in this matter by failing to comply
24 with the court's orders. Gabrielle has attempted to minimize the fees related to this matter by giving
25 Dennis more than ample opportunity to comply with the court's orders and by postponing the filing of
26 this Motion. The Court should sanction Dennis due to Dennis's continued, and repeated violations of the

1 Court's orders. Dennis earned approximately \$7,700,000 (\$641,666 per month) in salary and stock
2 option sales in 2013, and more than \$14,400,400 in 2014 (\$1,200,000 per month). The parties' net worth
3 is in excess of \$38,000,000. With such assets, a small monetary sanction against Dennis will not
4 discourage Dennis from violating the court's orders and he will continue to consider himself above the
5 law. Any sanctions against Dennis should be substantial in order to ensure his compliance in the future.

6 Further, Gabrielle seeks a judgment against Dennis for the fees Gabrielle has had to expend in
7 filing this Motion and in attempting to seek Dennis' compliance with the Court's orders. A memorandum
8 of fees and costs incurred by Gabrielle in defense of this Motion shall be produced to the Court upon the
9 Court's direction. Gabrielle seeks judgment against Dennis for the full amount of fees and costs she has
10 incurred.
11

12 V.

13 CONCLUSION

14 Based on the foregoing, Plaintiff, Gabrielle Cioffi-Kogod respectfully requests this Court enter
15 the following orders:

16 1. For an Order directing Defendant, DENNIS KOGOD ("Dennis") to show cause why he
17 should not be held in contempt for his numerous violations of the Joint Preliminary Injunction (JPI) filed
18 May 15, 2014;

19 2. For an Order directing Dennis to show cause why he should not be held in contempt for
20 violation of the Stipulation and Order filed on August 10, 2015;

21 3. For an Order limiting the parties' access to, and payments from, community accounts, and
22 directing Dennis to add Gabrielle to accounts at UBS he continues to withdraw funds from in violation of
23 the JPI;
24

25 4. Directing Dennis to pay interest on the funds he expended in violation of the Joint
26 Preliminary Injunction;

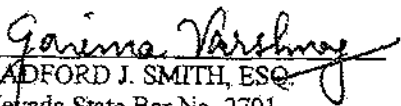
1 5. For a judgment for sanctions under EDCR 7.60 against Dennis in favor of Gabrielle, to be
2 satisfied by a transfer of a portion of his community funds to Gabrielle, for his violation of court rules,
3 and disobedience with the Court's Joint Preliminary Injunction;

4 6. For an award of attorney's fees and costs pursuant to EDCR 7.60 to Gabrielle for having
5 to file this motion; and,

6 7. For such other and further relief as the Court finds proper in the premises.

7 is
8 Dated this 15 day of January, 2016.

9 RADFORD J. SMITH, CHARTERED

10 
11 RADFORD J. SMITH, ESQ.
12 Nevada State Bar No. 2791
13 GARIMA VARSHNEY, ESQ.
14 Nevada State Bar No. 011878
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Attorney for Plaintiff

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EXHIBIT “1”

Ref	Date	Amount	Account	Source / Use	Check Number	Location	Notes	Account	Amount	Amount
1	05/03/14	(100.00)	Chickadee Station	Green Stationery	1765	Tempe, AZ		WF-A1002	(100.00)	
2	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
3	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
4	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
5	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
6	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
7	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
8	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
9	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
10	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
11	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
12	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
13	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
14	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
15	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
16	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
17	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
18	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
19	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
20	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
21	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
22	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
23	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
24	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
25	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
26	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
27	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
28	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
29	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
30	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
31	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
32	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
33	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
34	05/03/14	(1,000.00)	Payroll - 05/03/14	Payroll - 05/03/14				WF-A1002	(1,000.00)	
35	05/03/14	(1,000.00)	Payroll -					WF-A1002	(1,000.00)	

Logan K. Kogod
Los Vegas, NV

MADRYN CHILDREN-RELATIVE CASHFLOWS SINCE MAY 2014 (FOOTED BY DATE)

Ref	Date	Unsettled Amounts	AF Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
54	05/16/14	(875.00)	Children related	Elena Kolesnikova	1775					WF #5387	(875.00)
55	05/16/14	(23.26)	Gas/Fuel (CA)	Cherrell		Los Angeles, CA				WF #1082	(23.26)
56	05/16/14	(225.58)	Groceries (CA)	Wholesale XXX		Los Angeles, CA				WF #1082	(225.58)
57	05/16/14	(825.08)	Insurance - Marine II	Elena Kolesnikova						WF #5387	(825.08)
58	05/16/14	(30.00)	Insurance - Marine II	Time Insurance Inc Pymd: Roddie Altopedak						WF #5387	(30.00)
59	05/16/14	(88.95)	Meats (CA)	Elena Kolesnikova		Los Angeles, CA				WF #5387	(88.95)
60	05/16/14	(45.00)	Personal Care (CA)	Shari B. Smith Inc		Beverly Hills, CA				WF #1082	(45.00)
61	05/16/14	(850.00)	Children related	Elena Kolesnikova	1776					WF #5387	(850.00)
62	05/19/14	(204.73)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF #1082	(204.73)
63	05/19/14	(6.58)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF #1082	(6.58)
64	05/19/14	(37.00)	Shopping (CA)	Century City Santa Monica		Los Angeles, CA				WF #1082	(37.00)
65	05/19/14	(190.92)	Shopping (CA)	Victoria Secret		Los Angeles, CA				WF #1082	(190.92)
66	05/19/14	(545.00)	Western Union	Western Union		Denver, CO				VISA #3832	(545.00)
67	05/19/14	(545.00)	Western Union	Western Union		Denver, CO				VISA #3832	(545.00)
68	05/20/14	(1,050.00)	Medical (CA)	American Russian Media	1775					WF #5387	(1,050.00)
69	05/21/14	(120.75)	Gas/Fuel (CA)	Chicago		Los Angeles, CA				WF #1082	(120.75)
70	05/22/14	(240.00)	Children Related	Bar Bedroom Dance	1772					WF #5387	(240.00)
71	05/22/14	(500.00)	Payments to Individuals - N	Nadine Kogod	1774					WF #5387	(500.00)
72	05/23/14	(210.00)	Personal Care (CA)	Mark Day		Los Angeles, CA				WF #1082	(210.00)
73	05/26/14	(156.89)	Groceries (CA)	Talitha		West Hollywood, CA				WF #1082	(156.89)
74	05/26/14	(384.80)	Western Union	Western Union		Denver, CO				VISA #3832	(384.80)
75	05/26/14	(107.00)	Western Union	Western Union		Denver, CO				VISA #3832	(107.00)
76	05/27/14	(310.00)	Children related	Elena Kolesnikova	1778					WF #5387	(310.00)
77	05/27/14	(134.40)	Gas/Fuel (CA)	Chicago		Los Angeles, CA				WF #1082	(134.40)
78	05/27/14	(8.00)	Parking/Tolls (CA)	San Francisco Garage		Beverly Hills, CA				WF #1082	(8.00)
79	05/27/14	(16.00)	Personal Care (CA)	Anastasia		Beverly Hills, CA				WF #1082	(16.00)
80	05/27/14	(80.00)	Personal Care (CA)	CT Hair Co		West Hollywood, CA				WF #1082	(80.00)
81	05/27/14	(130.00)	Personal Care (CA)	Long Hair Salons		Beverly Hills, CA				WF #1082	(130.00)
82	05/27/14	(40.00)	Personal Care (CA)	Portofino Hair Design		Beverly Hills, CA				WF #1082	(40.00)
83	05/27/14	(972.75)	Shopping (CA)	Heute People Super M		West Hollywood, CA				WF #1082	(972.75)
84	05/28/14	(85.00)	Personal Care (CA)	The Hair Salon Inc		Beverly Hills, CA				WF #1082	(85.00)
85	05/29/14	(11,060.00)	Medical (CA)	Marci L. Brown MD	1783		Ref: Grace Smith			WF #5387	(11,060.00)
86	05/30/14	(52.51)	Spending (International)	Debenhams		Amsterdam				WF #1082	(52.51)
87	05/30/14	(239.34)	Spending (International)	Debenhams		Amsterdam				WF #1082	(239.34)
88	05/30/14	(279.00)	Western Union	Western Union		Denver, CO				VISA #3832	(279.00)
89	05/31/14	(28.26)	Bank Fees: Foreign Transaction	Foreign Currency Conversion Fee						WF #1082	(28.26)
90	05/31/14	(1.13)	Bank Fees: Foreign Transaction	Foreign Currency Conversion Fee						WF #1082	(1.13)
91	05/31/14	(49.95)	Spending (International)	Blue Boat Company		Amsterdam				WF #1082	(49.95)
92	05/31/14	(841.71)	Spending (International)	Marcelo		Amsterdam				WF #1082	(841.71)
93	05/31/14	(9.23)	Bank Fees: Foreign Transaction	Foreign Currency Conversion Fee						WF #1082	(9.23)
94	05/31/14	(6.40)	Bank Fees: Foreign Transaction	Foreign Currency Conversion Fee						WF #1082	(6.40)
95	06/01/14	(18.45)	Bank Fees: Foreign Transaction	Foreign Currency Conversion Fee						WF #1082	(18.45)
96	06/01/14	(24.40)	Spending (International)	Museumbank		Amsterdam				WF #1082	(24.40)
97	06/01/14	(179.54)	Spending (International)	Museumbank		Amsterdam				WF #1082	(179.54)
98	06/01/14	(1,000.00)	Children related	Elena Kolesnikova	1781					WF #5387	(1,000.00)
99	06/01/14	(274.82)	Personal Care (CA)	Elia Esteban		CA				VISA #3832	(274.82)
100	06/04/14	(85.58)	Gas/Fuel (CA)	Chorizon		Los Angeles, CA				WF #1082	(85.58)
101	06/04/14	(112.77)	Groceries (CA)	Whole Foods Market		West Hollywood, CA				WF #1082	(112.77)
102	06/06/14	(42.00)	Personal Care (CA)	CT Hair Co		West Hollywood, CA				WF #1082	(42.00)
103	06/06/14	(35.00)	Personal Care (CA)	My Hair Co		Beverly Hills, CA				WF #1082	(35.00)
104	06/06/14	(38.00)	Uncategorized (CA)	THE Hair Co		West Hollywood, CA				WF #1082	(38.00)
105	06/05/14	(10,973.20)	Insurance	Federal Funds to First Knight Refundal Inc. et						URS #45	(10,973.20)
106	06/06/14	(188.71)	Groceries (CA)	Whole Foods Market		West Hollywood, CA				WF #1082	(188.71)
107	06/07/14	(30.00)	Meats (CA)	Marci Valone LA		Los Angeles, CA				WF #1082	(30.00)

NADYA/CHILDREN-RELATED OUTFLOWS SINCE JULY 2014 (SORTED BY DATE)

Ref	Date	Unreconciled Amounts	AF Category	Description				Inflow		Outflow	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
109	06/06/14	(43.33)	Meals (CA)	Chafetz		West Hollywood, CA				WF x1042	(43.33)
109	06/06/14	11,250.00	Children related	Flora Rejuvenation	1781	Los Angeles, CA				WF x1042	(11,250.00)
110	06/09/14	(171.25)	Gas/Fuel (CA)	Chewon		Los Angeles, CA				WF x1042	(171.25)
111	06/09/14	(103.97)	Unreconciled	Wholesale F&B		Los Angeles, CA				WF x1042	(103.97)
112	06/09/14	(28.00)	Medical (CA)	Zoya Pro MD		Los Angeles, CA				WF x1042	(28.00)
113	06/09/14	(71.52)	Pharmacy (CA)	CVS		Los Angeles, CA				WF x1042	(71.52)
114	06/10/14	(10.70)	Pharmacy (CA)	CVS		Los Angeles, CA				WF x1042	(10.70)
115	06/11/14	(700.00)	Payments to individuals - N	Madame Toga	1785	Los Angeles, CA				WF x1042	(700.00)
116	06/11/14	(60.00)	Personal Care (CA)	CT Hair II		West Hollywood, CA				WF x1042	(60.00)
117	06/11/14	(52.28)	Pharmacy (CA)	CVS		Los Angeles, CA				WF x1042	(52.28)
118	06/11/14	(70.89)	Pharmacy (CA)	CVS		Los Angeles, CA				WF x1042	(70.89)
119	06/12/14	(59.99)	Meals (CA)	Tony's		Los Angeles, CA				WF x1042	(59.99)
120	06/12/14	(13.90)	Personal Care (CA)	Shower Center		Los Angeles, CA				WF x1042	(13.90)
121	06/12/14	(100.00)	Personal Care (CA)	Shower Center		Los Angeles, CA				WF x1042	(100.00)
122	06/12/14	(35.00)	Personal Care (CA)	Shower Center		Los Angeles, CA				WF x1042	(35.00)
123	06/12/14	(15,025.58)	Personal Care (CA)	Shower Center		Los Angeles, CA				WF x1042	(15,025.58)
124	06/12/14	(239.70)	Shopping (CA)	Walmart		Los Angeles, CA				WF x1042	(239.70)
125	06/12/14	(74.02)	Gas/Fuel (CA)	Chewon		Los Angeles, CA				WF x1042	(74.02)
126	06/12/14	(27.66)	Shopping (CA)	Trader Joe's		Los Angeles, CA				WF x1042	(27.66)
127	06/12/14	(43.00)	Personal Care (CA)	The H. S. S. Inc.		Los Angeles, CA				WF x1042	(43.00)
128	06/12/14	(130.00)	Children related	MT Hair Salon	1789	Los Angeles, CA				WF x1042	(130.00)
129	06/12/14	(187.47)	Children related	Trader Joe's		Los Angeles, CA				WF x1042	(187.47)
130	06/12/14	(1.00)	Personal Care (CA)	LA City Parking		Los Angeles, CA				WF x1042	(1.00)
131	06/12/14	3,350.30	Home related (CA)	Madame Toga		Los Angeles, CA		WF x1042	3,350.30		
132	06/12/14	(4,110.11)	Home related (CA)	Madame Toga		Los Angeles, CA				WF x1042	(4,110.11)
133	06/12/14	(835.08)	Insurance - Madam N.	Time Insurance Inc. Payment Madam N. Insurance		Los Angeles, CA				WF x1042	(835.08)
134	06/12/14	(30.00)	Insurance - Madam N.	Time Insurance Inc. Payment Madam N. Insurance		Los Angeles, CA				WF x1042	(30.00)
135	06/12/14	(3.00)	Personal Care (CA)	LA City Parking		Los Angeles, CA				WF x1042	(3.00)
136	06/12/14	(1.00)	Personal Care (CA)	LA City Parking		Los Angeles, CA				WF x1042	(1.00)
137	06/12/14	(650.00)	Payments to individuals - N	Madame Toga	1790	Los Angeles, CA				WF x1042	(650.00)
138	06/12/14	(88.58)	Gas/Fuel (CA)	Chewon		Los Angeles, CA				WF x1042	(88.58)
139	06/12/14	(144.15)	Shopping (CA)	Shower Center		Los Angeles, CA				WF x1042	(144.15)
140	06/12/14	(2,886.23)	Legal fees	W. H. S. S. Inc. Payment Madam N. Insurance		Los Angeles, CA				WF x1042	(2,886.23)
141	06/12/14	(3.00)	Personal Care (CA)	LA City Parking		Los Angeles, CA				WF x1042	(3.00)
142	06/12/14	(35.00)	Personal Care (CA)	Shower Center		Los Angeles, CA				WF x1042	(35.00)
143	06/12/14	(921.00)	Children related	Flora Rejuvenation	1801	Los Angeles, CA				WF x1042	(921.00)
144	06/12/14	(700.00)	Children related	Flora Rejuvenation	1812	Los Angeles, CA				WF x1042	(700.00)
145	06/12/14	(40.00)	Gas/Fuel (CA)	Chewon		Los Angeles, CA				WF x1042	(40.00)
146	06/12/14	(124.00)	Shopping (CA)	Shower Center		Los Angeles, CA				WF x1042	(124.00)
147	06/12/14	(831.83)	Shopping (CA)	Shower Center		Los Angeles, CA				WF x1042	(831.83)
148	06/12/14	(200.00)	Children related	Shower Center		Los Angeles, CA				WF x1042	(200.00)
149	06/12/14	(4,000.00)	Children related	Shower Center		Los Angeles, CA				WF x1042	(4,000.00)
150	06/12/14	4.13	Personal Care (CA)	LA City Parking		Los Angeles, CA		WF x1042	4.13		
151	06/12/14	(36.50)	Meals (CA)	Chewon		Los Angeles, CA				WF x1042	(36.50)
152	06/12/14	(1,000.00)	Payments to individuals - N	Madame Toga	1829	Los Angeles, CA				WF x1042	(1,000.00)
153	06/12/14	(215.71)	Shopping (CA)	Shower Center		Los Angeles, CA				WF x1042	(215.71)
154	06/12/14	(170.00)	Personal Care (CA)	Shower Center		Los Angeles, CA				WF x1042	(170.00)
155	06/12/14	(142.00)	Personal Care (CA)	Shower Center		Los Angeles, CA				WF x1042	(142.00)
156	06/12/14	(100.00)	Gas/Fuel (CA)	Chewon		Los Angeles, CA				WF x1042	(100.00)
157	06/12/14	(100.00)	Personal Care (CA)	Shower Center		Los Angeles, CA				WF x1042	(100.00)
158	06/12/14	(170.00)	Personal Care (CA)	Shower Center		Los Angeles, CA				WF x1042	(170.00)
159	06/12/14	(40.00)	Personal Care (CA)	Shower Center		Los Angeles, CA				WF x1042	(40.00)
160	06/12/14	(80.00)	Travel Planning	Travel Planning Inc		New York, NY				WF x1042	(80.00)

NADYA/CDROM21-RELATED OUTFLOWS SINCE MAY 2014 (SORTED BY DATE)

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Roged v. Roged
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NADTA/CHILDREN-RELATED OUTFLOWS SINCE MAY 2014 (SORTED BY DATE)

Ref	Date	Unmatched Amount	AF Category	Description				Inflows		Outflows	
				Source / Title	Check Number	Location	Notes	Account	Amount	Account	Amount
714	07/09/14	(347.91)	Shopping (CA)	Target		Los Angeles, CA				WF #1032	(147.88)
715	07/10/14	(17.70)	Children Related	Justice		Los Angeles, CA				WF #1032	(17.70)
716	07/10/14	(14.00)	Parking/Tolls/Fees (CA)	Amplio Parking Garage		Los Angeles, CA				WF #1032	(14.00)
717	07/10/14	(385.87)	Personal Care (CA)	Portofino Sun Center		Beverly Hills, CA				WF #1032	(386.87)
718	07/10/14	(139.15)	Shopping (CA)	Lochy's Jewels		Los Angeles, CA				WF #1032	(139.14)
719	07/11/14	(171.53)	Children Related	Justice		Los Angeles, CA				WF #1032	(171.53)
720	07/11/14	(180.70)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF #1032	(180.70)
721	07/11/14	(180.70)	Children Related	Trader Joe's		Los Angeles, CA				WF #1032	(180.70)
722	07/11/14	(75.00)	Personal Care (CA)	Urban by John		Van Nuys, CA				WF #1032	(75.00)
723	07/11/14	(25.79)	Auto Related (CA)	Blue Wave Carwash		Los Angeles, CA				WF #1032	(25.79)
724	07/11/14	(80.00)	Gas/Fuel (CA)	Chevron		Los Angeles, CA				WF #1032	(80.00)
725	07/11/14	(98.66)	Gas/Fuel (CA)	Chevron		Los Angeles, CA				WF #1032	(98.66)
726	07/11/14	(126.30)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF #1032	(126.30)
727	07/11/14	(770.00)	Payments to Individuals - N	Madina Roged	1839					WF #1032	(770.00)
728	07/11/14	(133.17)	Pharmacy (CA)	CVS		Los Angeles, CA				WF #1032	(133.17)
729	07/11/14	(825.08)	Insurance - Madina K.	Time Insurance for Personal Madina Roged						WF #1032	(825.08)
730	07/11/14	(30.60)	Insurance - Madina K.	Time Insurance for Personal Madina Roged						WF #1032	(30.60)
731	07/11/14	(152.61)	Meats (CA)	Meat Market LA		Los Angeles, CA				WF #1032	(152.61)
732	07/11/14	(56.48)	Meats (CA)	Bushby's		West Hollywood, CA				WF #1032	(56.48)
733	07/11/14	(3.00)	Parking/Tolls/Fees (CA)	Los Angeles Place		Hollywood, CA				WF #1032	(3.00)
734	07/11/14	(85.00)	Personal Care (CA)	Anastasia Skin Care Inc		Beverly Hills, CA				WF #1032	(85.00)
735	07/11/14	(840.00)	Children Related	Elmer's Bakery/Buffet	1835					WF #1032	(840.00)
736	07/11/14	(15.00)	Personal Care (CA)	My Mode LA		Beverly Hills, CA				WF #1032	(15.00)
737	07/11/14	(154.30)	Shopping (CA)	Theodore		Beverly Hills, CA				WF #1032	(154.30)
738	07/11/14	(118.81)	Shopping (CA)	Jack's Entertainment LLC		Las Vegas, NV				WF #1032	(118.81)
739	07/11/14	(97.07)	Meats (CA)	Red & White		NV				WF #1032	(97.07)
740	07/11/14	(38.17)	Meats (CA)	Lawson		Las Vegas, NV				WF #1032	(38.17)
741	07/11/14	(34.92)	Unreimbursed	32 Welcome to LV		Las Vegas, NV				WF #1032	(34.92)
742	07/11/14	(129.45)	Groceries (CA)	Grocery Markets		Los Angeles, CA				WF #1032	(129.45)
743	07/11/14	(53.00)	Personal Care (CA)	My Mode LA		Beverly Hills, CA				WF #1032	(53.00)
744	07/11/14	(22.84)	Pharmacy (CA)	CVS		Los Angeles, CA				WF #1032	(22.84)
745	07/11/14	(1.00)	Shopping (CA)	Alma's Great Westfield Mall		Los Angeles, CA				WF #1032	(1.00)
746	07/11/14	(849.93)	Children Related	Beverly Hills Ballroom		Los Angeles, CA				WF #1032	(849.93)
747	07/11/14	(23.72)	Gas/Fuel (CA)	Chevron		Los Angeles, CA				WF #1032	(23.72)
748	07/11/14	(12.97)	Meats (CA)	Arbys Deli		West Hollywood, CA				WF #1032	(12.97)
749	07/11/14	(89.00)	Personal Care (CA)	CV Mode LA		West Hollywood, CA				WF #1032	(89.00)
750	07/11/14	(392.21)	Shopping (CA)	Bliss		Sturtevant, CA				WF #1032	(392.21)
751	07/11/14	(825.00)	Children Related	Elmer's Bakery/Buffet	1838					WF #1032	(825.00)
752	07/11/14	(180.00)	Personal Care (CA)	Bliss Day		Los Angeles, CA				WF #1032	(180.00)
753	07/11/14	(836.93)	Personal Care (CA)	Reynold's		West Hollywood, CA				WF #1032	(836.93)
754	07/11/14	(200.00)	Children Related	Cake Sprinkles	1839					WF #1032	(200.00)
755	07/11/14	(3.00)	Parking/Tolls/Fees (CA)	Los Angeles Place		West Hollywood, CA				WF #1032	(3.00)
756	07/11/14	(80.00)	Gas/Fuel (CA)	76		Beverly Hills, CA				WF #1032	(80.00)
757	07/11/14	(20,875.00)	12 Ave, LLC	One Black Eye	1837					WF #1032	(20,875.00)
758	07/11/14	(144.40)	Children Related	Beverly Hills Ballroom		Los Angeles, CA				WF #1032	(144.40)
759	07/11/14	(1,000.00)	Children Related	Elmer's Bakery/Buffet	1836					WF #1032	(1,000.00)
760	07/11/14	(429.04)	Children Related	Elmer's Bakery/Buffet						WF #1032	(429.04)
761	07/11/14	(151.43)	Groceries (CA)	Farmer's Store		West Hollywood, CA				WF #1032	(151.43)
762	07/11/14	(175.35)	Home Related (CA)	2000's		Beverly Hills, CA				WF #1032	(175.35)
763	07/11/14	(700.00)	Payments to Individuals - N	Nadine Roged	1832					WF #1032	(700.00)
764	07/11/14	(308.30)	Shopping (CA)	Red Bath & Beyond		Los Angeles, CA				WF #1032	(308.30)
765	07/11/14	(175.00)	Personal Care (CA)	Anastasia Skin Care Inc		Beverly Hills, CA				WF #1032	(175.00)
766	07/11/14	(16.99)	Auto Related (CA)	Speedy Car Wash	1835					WF #1032	(16.99)
767	07/11/14	(300.00)	Children Related	CVS Hollywood		Los Angeles, CA				WF #1032	(300.00)
768	07/11/14	(10.00)	Gas/Fuel (CA)	CVS		Los Angeles, CA				WF #1032	(10.00)
769	07/11/14	(488.81)	Shopping (CA)	CVS		Los Angeles, CA				WF #1032	(488.81)

K0006 v. Ruyter
Las Vegas, NV

NADYA/CHILDREN-RELATED OUTFLOWS SINCE MAY 2014 (SORTED BY DATE)

Ref	Date	Unmatched Amounts	AF Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
323	06/15/14	(236.53)	Personal Care (CA)	Roya Tour Inc		West Hollywood, CA				WF #1031	(236.53)
324	06/20/14	(130.60)	Medical (CA)	Glenn Buchanan DDS		Los Angeles, CA				WF #1032	(130.60)
325	06/23/14	(87.14)	Personal Care (CA)	Parterian Sun Center		Beverly Hills, CA				WF #1031	(87.14)
326	06/23/14	(95.08)	Personal Care (CA)	Fla H Salon Inc		Beverly Hills, CA				WF #1032	(95.08)
327	06/23/14	(75.12)	Gifts (CA)	Chercon		Los Angeles, CA				WF #1031	(75.12)
328	06/23/14	(54.11)	Lodging (other states)	Atlanta Grand Resort		Podester AZ				WF #1032	(54.11)
329	06/23/14	(202.93)	Gifts (CA)	Adrienne Gold Beauty		Los Angeles, CA				WF #1032	(202.93)
330	06/23/14	(51.12)	Lodging (other states)	Adrienne Gold Beauty		Podester AZ				WF #1032	(51.12)
331	06/25/14	(304.00)	Children related	Chercon	1013	Los Angeles, CA				WF #1032	(304.00)
332	06/25/14	(1,275.00)	Children related	Chercon	1008	Los Angeles, CA				WF #1032	(1,275.00)
333	06/25/14	(1,344.00)	Children related	Chercon		Los Angeles, CA				WF #1032	(1,344.00)
334	06/27/14	(62.80)	Gifts (CA)	Chercon		Los Angeles, CA				WF #1032	(62.80)
335	06/27/14	(144.48)	Gifts (CA)	Chercon		Los Angeles, CA				WF #1032	(144.48)
336	06/28/14	(100.00)	Personal Care (CA)	Adrienne Gold Beauty		Beverly Hills, CA				WF #1032	(100.00)
337	06/28/14	(100.00)	Personal Care (CA)	Adrienne Gold Beauty		Beverly Hills, CA				WF #1032	(100.00)
338	06/28/14	(100.00)	Personal Care (CA)	Adrienne Gold Beauty		Beverly Hills, CA				WF #1032	(100.00)
339	06/28/14	(100.00)	Personal Care (CA)	Adrienne Gold Beauty		Beverly Hills, CA				WF #1032	(100.00)
340	06/28/14	(100.00)	Personal Care (CA)	Adrienne Gold Beauty		Beverly Hills, CA				WF #1032	(100.00)
341	06/30/14	(58.11)	Children related	Chercon		Los Angeles, CA				WF #1032	(58.11)
342	06/30/14	(58.11)	Children related	Chercon		Los Angeles, CA				WF #1032	(58.11)
343	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
344	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
345	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
346	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
347	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
348	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
349	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
350	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
351	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
352	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
353	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
354	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
355	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
356	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
357	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
358	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
359	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
360	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
361	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
362	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
363	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
364	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
365	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
366	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
367	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
368	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
369	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
370	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
371	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
372	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
373	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
374	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)
375	06/30/14	(111.18)	Shopping (CA)	Chercon		Los Angeles, CA				WF #1032	(111.18)

Kogod v. Nigod
Los Angeles, CA

NADYA/CHADREN-RELATED OUTFLAWS SINCE MAY 2014 (SORTED BY DATE)

Ref	Date	Unmatched Amount	AF Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
376	09/09/14	(184.00)	Shopping (other states)	MadameTies		New York NY				WF x1032	(184.00)
377	09/10/14	(50.55)	Lodging (other states)	Hamad		New York NY				WF x1032	(50.55)
378	09/10/14	(89.15)	Shopping (other states)	ABC Kitchen		New York NY				WF x1032	(89.15)
379	09/11/14	(15.89)	Lodging (other states)	Hamad		New York NY				WF x1032	(15.89)
380	09/11/14	(51.55)	Lodging (other states)	Hamad Hotel		New York NY				WF x1032	(51.55)
381	09/11/14	(2,500.00)	Madame's Bank	Trace Anderson	1901		Deposit Book			WF x5397	(2,500.00)
382	09/11/14	(22.02)	Pharmacy	Dugan's		New York NY				WF x1032	(22.02)
383	09/11/14	(697.70)	Shopping (other states)	ABC Home Furnishings		New York NY				WF x1032	(697.70)
384	09/11/14	(197.50)	Transportation	NYC Taxi		New York NY				WF x1032	(197.50)
385	09/11/14	(46.82)	Transportation	Quincy Howard Subway Fares		Manhattan, NY				WF x1032	(46.82)
386	09/12/14	(45.20)	Groceries (CA)	Chuy's		Los Angeles, CA				WF x1032	(45.20)
387	09/12/14	(248.20)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF x1032	(248.20)
388	09/13/14	(170.89)	Bank Fees/Interest	Investment Withdrawal on Purchase						WF x1032	(170.89)
389	09/13/14	(140.00)	Personal Care (CA)	Beverly Hills Hair Design		Beverly Hills, CA				WF x1032	(140.00)
390	09/13/14	(15.00)	Personal Care (CA)	My Hair LA		Beverly Hills, CA				WF x1032	(15.00)
391	09/14/14	(15.00)	Personal Care (CA)	Porcelain Sun Center		Beverly Hills, CA				WF x1032	(15.00)
392	09/14/14	(82.67)	Pharmacy (CA)	Beverly Glen Pharmacy		Los Angeles, CA				WF x1032	(82.67)
393	09/16/14	(178.97)	Groceries (CA)	Alto's		Los Angeles, CA				WF x1032	(178.97)
394	09/16/14	(178.97)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF x1032	(178.97)
395	09/17/14	(1,350.00)	Children related	Elm Kashi/Kashou	1926					WF x5397	(1,350.00)
396	09/17/14	(108.10)	Gas/Fuel (CA)	Chew's		Los Angeles, CA				WF x1032	(108.10)
397	09/17/14	(30.60)	Insurance - Nadine H.	Therapeutic Services for Nadine H. Khashoua						WF x5397	(30.60)
398	09/17/14	(815.00)	Insurance - Nadine H.	Therapeutic Services for Nadine H. Khashoua						WF x5397	(815.00)
399	09/17/14	(600.00)	Payments to Individuals - N.	Nadine Kogod	1897					WF x5397	(600.00)
400	09/17/14	(89.23)	Shopping (CA)	Target		Los Angeles, CA				WF x1032	(89.23)
401	09/18/14	(189.00)	Children related	Elm Kashi/Kashou	1907					WF x5397	(189.00)
402	09/18/14	(150.00)	Personal Care (CA)	Angelina Skin Care Inc.		Beverly Hills, CA				WF x1032	(150.00)
403	09/19/14	(150.00)	Personal Care (CA)	My Hair LA		Beverly Hills, CA				WF x1032	(150.00)
404	09/19/14	(100.10)	Lodging (CA)	The Grand Hotel F and B		Newport Beach, CA				WF x1032	(100.10)
405	09/20/14	(63.70)	Auto Related (CA)	Engine Oil Top Seal		Newport Beach, CA				WF x1032	(63.70)
406	09/20/14	(53.94)	Children related	Papa John's		Newport Beach, CA				WF x1032	(53.94)
407	09/20/14	(85.83)	Groceries (CA)	Chuy's		Los Angeles, CA				WF x1032	(85.83)
408	09/20/14	(578.56)	Lodging (CA)	The Grand Hotel F and B		Newport Beach, CA				WF x1032	(578.56)
409	09/20/14	(471.13)	Lodging (CA)	The Grand Hotel F and B		Newport Beach, CA				WF x1032	(471.13)
410	09/20/14	(46.80)	Meals (CA)	Minamoto Kitchens		Newport Beach, CA				WF x1032	(46.80)
411	09/20/14	(29.00)	Personal Care (CA)	Shampoo		Los Angeles, CA				WF x1032	(29.00)
412	09/20/14	(500.00)	Shopping (CA)	Helene Khashoua		Newport Beach, CA				WF x1032	(500.00)
413	09/22/14	(118.24)	Meals (CA)	Adapt Bar		West Hollywood, CA				WF x1032	(118.24)
414	09/22/14	(84.00)	Personal Care (CA)	CT Hair II		West Hollywood, CA				WF x1032	(84.00)
415	09/23/14	(352.83)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF x1032	(352.83)
416	09/24/14	(246.00)	Children related	Beverly Hills Kashi/Kashou		Los Angeles, CA				WF x1032	(246.00)
417	09/24/14	(92.38)	Groceries (CA)	Chuy's		Los Angeles, CA				WF x1032	(92.38)
418	09/24/14	(600.00)	Payments to Individuals - N.	Nadine Kogod	1976					WF x5397	(600.00)
419	09/24/14	(120.00)	Personal Care (CA)	The Hair Salon Inc.		Beverly Hills, CA				WF x1032	(120.00)
420	09/25/14	(448.00)	Children related	Elm Kashi/Kashou	1984					WF x5397	(448.00)
421	09/26/14	(270.00)	Children related	Elm Kashi/Kashou	1978					WF x5397	(270.00)
422	09/26/14	(143.27)	Groceries (CA)	Chuy's		West Hollywood, CA				WF x1032	(143.27)
423	09/27/14	(55.00)	Personal Care (CA)	The Hair Salon Inc.		Beverly Hills, CA				WF x1032	(55.00)
424	09/28/14	(84.83)	Groceries (CA)	Chuy's		Los Angeles, CA				WF x1032	(84.83)
425	09/28/14	(35.00)	Personal Care (CA)	ELR Salon		Los Angeles, CA				WF x1032	(35.00)
426	09/29/14	(1,788.00)	Children related	Elm Kashi/Kashou	1979					WF x5397	(1,788.00)

Kagoda's Report
Las Vegas, NV

NADIA/CHE OPEN-RELATED DUTYFLOW PROCS MAY 2014 (SORTED BY DATE)

Ref	Date	Unmatched Amount	AF Category	Originator				Inflow		Outflow	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
427	09/29/14	(223.00)	Child/ren Related	Star Education		CA				AAEX 10-81309/co-82007	(223.00)
428	09/29/14	(325.00)	Children Related	Star Education		CA				AAEX 10-81309/co-82007	(325.00)
429	09/29/14	(179.83)	Children (CA)	Trader Joe's		Los Angeles, CA				WF 1032	(179.83)
430	10/01/14	(106.00)	Auto Related - Mercedes	Mercedes Interlace		CA				WF 1032	(106.00)
431	10/01/14	(112.11)	Gas/Fuel (CA)	Valveco		Los Angeles, CA				WF 1032	(112.11)
432	10/01/14	(475.60)	Meals (CA)	Wilma's Appliance Inc		Beverly Hills, CA				WF 1032	(475.60)
433	10/02/14	(126.32)	Groceries (CA)	Groceries Markets		West Hollywood, CA				WF 1032	(126.32)
434	10/02/14	(348.13)	Pharmacy (CA)	CVS		Los Angeles, CA				WF 1032	(348.13)
435	10/03/14	(120.00)	Personal Care (CA)	Beverly Hills Hair Design		Beverly Hills, CA				WF 1032	(120.00)
436	10/03/14	(63.45)	Pharmacy (CA)	CVS		Los Angeles, CA		WF 1032	283.48		
437	10/04/14	(104.23)	Gas/Fuel (CA)	Chevron		Los Angeles, CA				WF 1032	(104.23)
438	10/04/14	(120.58)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF 1032	(120.58)
439	10/04/14	(227.05)	Personal Care (CA)	Parsons Sun Center		Beverly Hills, CA				WF 1032	(227.05)
440	10/04/14	(10.00)	Uncategorized (CA)	Paint Shop		Los Angeles, CA				WF 1032	(10.00)
441	10/04/14	(375.00)	Western Union	Western Union		Denver CO				WF 1032	(375.00)
442	10/06/14	(2,183.00)	Children Related	Elena Katsoulidou	1068					WF 1032	(2,183.00)
443	10/06/14	(910.56)	Children Related	Headline		Los Angeles, CA				WF 1032	(910.56)
444	10/06/14	(67.35)	Children Related	Headline		CA				WF 1032	(67.35)
445	10/06/14	(37.33)	Meals (CA)	La Pasa Quailden		West Hollywood, CA				WF 1032	(37.33)
446	10/06/14	(1,101)	Parking/Tolls/Fines (CA)	Amazon Parking Camera		Beverly Hills, CA				WF 1032	(1,101)
447	10/06/14	(445.50)	Meals (CA)	33 Main LLC	1067	Beverly Hills, CA				WF 1032	(445.50)
448	10/07/14	(17,000.00)	Shopping (CA)	33 Main LLC		Beverly Hills, CA				WF 1032	(17,000.00)
449	10/07/14	(81.81)	Shopping (CA)	Walmart Markets		Beverly Hills, CA				WF 1032	(81.81)
450	10/07/14	(4,640.00)	Children Related	Shades to Artistic Color		CA				WF 1032	(4,640.00)
451	10/08/14	(83.23)	Gas/Fuel (CA)	Chevron		Los Angeles, CA				WF 1032	(83.23)
452	10/08/14	(16.24)	Meals (CA)	Uniti Caffe B		West Hollywood, CA				WF 1032	(16.24)
453	10/08/14	(700.00)	Payments to individuals - H. Kagoda/Kagoda	Madison Kevsky	1061					WF 1032	(700.00)
454	10/08/14	(282.19)	Personal Care (CA)	Reya Ther Inc		West Hollywood, CA				WF 1032	(282.19)
455	10/08/14	(847.86)	Shopping (CA)	Wash Gell Stores		West Hollywood, CA				WF 1032	(847.86)
456	10/09/14	(105.23)	Meals (CA)	Living Room		Hollywood, CA				WF 1032	(105.23)
457	10/09/14	(80.00)	Personal Care (CA)	Anastasia Skin Care Inc		Beverly Hills, CA				WF 1032	(80.00)
458	10/09/14	(33.00)	Personal Care (CA)	My Glow LA		Beverly Hills, CA				WF 1032	(33.00)
459	10/09/14	(15.00)	Personal Care (CA)	The K Salon Inc		Beverly Hills, CA				WF 1032	(15.00)
460	10/10/14	(54.79)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF 1032	(54.79)
461	10/10/14	(36.00)	Parking/Tolls/Fines (CA)	Los Parking		Hollywood, CA				WF 1032	(36.00)
462	10/10/14	(15.00)	Parking/Tolls/Fines (CA)	Los Parking		Hollywood, CA				WF 1032	(15.00)
463	10/11/14	(104.88)	Gas/Fuel (CA)	Chevron		Los Angeles, CA				WF 1032	(104.88)
464	10/11/14	(96.85)	Meals (CA)	La Pasa Quailden		Los Angeles, CA				WF 1032	(96.85)
465	10/11/14	(127.00)	Personal Care (CA)	Parsons Sun Center		Los Angeles, CA				WF 1032	(127.00)
466	10/13/14	(41.32)	Meals (CA)	La Pasa Quailden		West Hollywood, CA				WF 1032	(41.32)
467	10/14/14	(127.89)	Bank Fees Interest	Interact Change on Purchases						WF 1032	(127.89)
468	10/14/14	(275.00)	Children Related	Elena Katsoulidou	1066					WF 1032	(275.00)
469	10/14/14	(1,528.00)	Children Related	Elena Katsoulidou	1061					WF 1032	(1,528.00)
470	10/14/14	(167.28)	Groceries (CA)	Groceries Markets		West Hollywood, CA				WF 1032	(167.28)
471	10/14/14	(25.41)	Pharmacy (CA)	CVS		Los Angeles, CA				WF 1032	(25.41)
472	10/15/14	(7,500.00)	Meals (CA)	Jack Anderson	1118					WF 1032	(7,500.00)
473	10/16/14	(99.01)	Gas/Fuel (CA)	Chevron		Los Angeles, CA				WF 1032	(99.01)
474	10/16/14	(30.60)	Insurance - Madeline K.	Time Insurance Inc Paymtd Madeline Katsoulidou						WF 1032	(30.60)
475	10/16/14	(823.08)	Insurance - Madeline K.	Time Insurance Inc Paymtd Madeline Katsoulidou						WF 1032	(823.08)
476	10/19/14	(121.77)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF 1032	(121.77)
477	10/19/14	(64.67)	Meals (CA)	Uniti Caffe B		West Hollywood, CA				WF 1032	(64.67)
478	10/27/14	(96.10)	Meals (CA)	Uniti Caffe B	1065					WF 1032	(96.10)

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Kaplan Y. Kogut
Los Vegas, NV

NADY/CARD/AM RELATED OUTGOINGS SINCE MAY 2014 (SORTED BY DATE)

Ref	Date	Unreconciled Amount	AF Category	Description			Inflows		Outflows		
				Source / Use	Check Number	Location	Notes	Account	Amount	Ref month	Amount
590	12/23/14	(340.70)	Shopping (CA)	Grocery Outlet		Beverly Hills, CA		WF #1031		WF #1031	(340.70)
591	12/23/14	(345.00)	Western Union	Western Union		Denver, CO		WF #1032		WF #1032	(345.00)
592	12/23/14	(71.75)	Groceries (CA)	Trader Joe's		Los Angeles, CA		WF #1033		WF #1033	(71.75)
593	12/23/14	(10.00)	Meals (CA)	Santitas		Beverly Hills, CA		WF #1034		WF #1034	(10.00)
594	12/23/14	(340.63)	Personal Care (CA)	Beauty Salon		Beverly Hills, CA		WF #1035		WF #1035	(340.63)
595	12/23/14	(115.00)	Personal Care (CA)	Beauty Salon		Beverly Hills, CA		WF #1036		WF #1036	(115.00)
596	12/23/14	(17.14)	Personal Care (CA)	Beauty Salon		Beverly Hills, CA		WF #1037		WF #1037	(17.14)
597	12/23/14	(140.00)	Personal Care (CA)	Beauty Salon		Beverly Hills, CA		WF #1038		WF #1038	(140.00)
598	12/23/14	(120.00)	Meals (CA)	Meals		Beverly Hills, CA		WF #1039		WF #1039	(120.00)
599	12/23/14	(25,000.00)	12 Mo. LLC	Federal Funds to 12 MOE Designs LLC in Bank of America		Los Angeles, CA		WF #1040		WF #1040	(25,000.00)
600	12/23/14	(28.00)	Auto Related - Mercedes	Mercedes-Benz		CA		WF #1041		WF #1041	(28.00)
601	12/23/14	(1,150.00)	Children related	Children's Hospital	1005			WF #1042		WF #1042	(1,150.00)
602	12/23/14	(2,500.00)	Children related	Children's Hospital	1006			WF #1043		WF #1043	(2,500.00)
603	12/23/14	(57.32)	Children related	Children's Hospital		Los Angeles, CA		WF #1044		WF #1044	(57.32)
604	12/23/14	(10,000.00)	Payments to individuals - RL	Madame Tussauds	2076			WF #1045		WF #1045	(10,000.00)
605	12/23/14	(397.00)	Personal Care (CA)	Beauty Salon		Beverly Hills, CA		WF #1046		WF #1046	(397.00)
606	12/23/14	(158.00)	Personal Care (CA)	Beauty Salon		Beverly Hills, CA		WF #1047		WF #1047	(158.00)
607	12/23/14	(16.00)	Personal Care (CA)	Beauty Salon		Beverly Hills, CA		WF #1048		WF #1048	(16.00)
608	12/23/14	(137.00)	Shopping (CA)	Shopping		Beverly Hills, CA		WF #1049		WF #1049	(137.00)
609	12/23/14	(40.00)	Personal Care (CA)	Beauty Salon		Beverly Hills, CA		WF #1050		WF #1050	(40.00)
610	12/23/14	(35.00)	Personal Care (CA)	Beauty Salon		Beverly Hills, CA		WF #1051		WF #1051	(35.00)
611	12/23/14	(205.79)	Children related	Children's Hospital		Los Angeles, CA		WF #1052		WF #1052	(205.79)
612	12/23/14	(250.87)	Children related	Children's Hospital		Los Angeles, CA		WF #1053		WF #1053	(250.87)
613	12/23/14	(345.00)	Western Union	Western Union		Denver, CO		WF #1054		WF #1054	(345.00)
614	12/23/14	(1,444.00)	Children related	Children's Hospital	1013			WF #1055		WF #1055	(1,444.00)
615	12/23/14	(10.00)	Meals (CA)	Meals		Los Angeles, CA		WF #1056		WF #1056	(10.00)
616	12/23/14	(1,000.00)	Payments to individuals - RL	Madame Tussauds	1044			WF #1057		WF #1057	(1,000.00)
617	12/23/14	(395.00)	Personal Care (CA)	Beauty Salon		Beverly Hills, CA		WF #1058		WF #1058	(395.00)
618	12/23/14	(345.00)	Western Union	Western Union		Denver, CO		WF #1059		WF #1059	(345.00)
619	12/23/14	(152.40)	Lodging (other states)	Marriott Beach FL		Marriott Beach FL		WF #1060		WF #1060	(152.40)
620	12/23/14	(145.73)	Lodging (other states)	Marriott Beach FL		Marriott Beach FL		WF #1061		WF #1061	(145.73)
621	12/23/14	(10.28)	Meals (other states)	Green Leaf & Savana		Marriott Beach FL		WF #1062		WF #1062	(10.28)
622	12/23/14	(11.84)	Meals (other states)	Marriott Beach FL		Marriott Beach FL		WF #1063		WF #1063	(11.84)
623	12/23/14	(16.73)	Meals (other states)	Marriott Beach FL		Marriott Beach FL		WF #1064		WF #1064	(16.73)
624	12/23/14	(152.87)	Meals (other states)	Marriott Beach FL		Marriott Beach FL		WF #1065		WF #1065	(152.87)
625	12/23/14	(145.10)	Meals (other states)	Marriott Beach FL		Marriott Beach FL		WF #1066		WF #1066	(145.10)
626	12/23/14	(128.89)	Meals (other states)	Marriott Beach FL		Marriott Beach FL		WF #1067		WF #1067	(128.89)
627	12/23/14	(114.82)	Lodging (other states)	Marriott Beach FL		Marriott Beach FL		WF #1068		WF #1068	(114.82)
628	12/23/14	(113.37)	Meals (other states)	Marriott Beach FL		Marriott Beach FL		WF #1069		WF #1069	(113.37)
629	12/23/14	(109.00)	Meals (other states)	Marriott Beach FL		Marriott Beach FL		WF #1070		WF #1070	(109.00)
630	12/23/14	(405.00)	Meals (other states)	Marriott Beach FL		Marriott Beach FL		WF #1071		WF #1071	(405.00)
631	12/23/14	(81.20)	Personal Care	Day Spa		Marriott Beach FL		WF #1072		WF #1072	(81.20)
632	12/23/14	(60.00)	Personal Care	Day Spa		Marriott Beach FL		WF #1073		WF #1073	(60.00)
633	12/23/14	(129.27)	Bank Payments	Bank Payments		Marriott Beach FL		WF #1074		WF #1074	(129.27)
634	12/23/14	(1,816.86)	Lodging (other states)	Marriott Beach FL		Marriott Beach FL		WF #1075		WF #1075	(1,816.86)
635	12/23/14	(40.88)	Meals (other states)	Marriott Beach FL		Marriott Beach FL		WF #1076		WF #1076	(40.88)
636	12/23/14	(218.84)	Meals (other states)	Marriott Beach FL		Marriott Beach FL		WF #1077		WF #1077	(218.84)
637	12/23/14	(1,300.00)	Children related	Children's Hospital	1016			WF #1078		WF #1078	(1,300.00)
638	12/23/14	(1.15)	Children related	Children's Hospital		Los Angeles, CA		WF #1079		WF #1079	(1.15)
639	12/23/14	(131.17)	Children related	Children's Hospital		Los Angeles, CA		WF #1080		WF #1080	(131.17)
640	12/23/14	(137.00)	Children related	Children's Hospital		Los Angeles, CA		WF #1081		WF #1081	(137.00)
641	12/23/14	(125.00)	Personal Care (CA)	Beauty Salon		Beverly Hills, CA		WF #1082		WF #1082	(125.00)
642	12/23/14	(50.00)	Personal Care (CA)	Beauty Salon		Beverly Hills, CA		WF #1083		WF #1083	(50.00)
643	12/23/14	(79.58)	Shopping (CA)	Shopping		Los Angeles, CA		WF #1084		WF #1084	(79.58)
644	12/23/14	(139.34)	Meals (CA)	Meals		Los Angeles, CA		WF #1085		WF #1085	(139.34)
645	12/23/14	(14.73)	Meals (CA)	Meals		Los Angeles, CA		WF #1086		WF #1086	(14.73)
646	12/23/14	(15.00)	Personal Care (CA)	Beauty Salon		Beverly Hills, CA		WF #1087		WF #1087	(15.00)
647	12/23/14	(100.00)	Personal Care (CA)	Beauty Salon		Beverly Hills, CA		WF #1088		WF #1088	(100.00)
648	12/23/14	(105.14)	Personal Care (CA)	Beauty Salon		Beverly Hills, CA		WF #1089		WF #1089	(105.14)
649	12/23/14	(108.98)	Personal Care (CA)	Beauty Salon		Beverly Hills, CA		WF #1090		WF #1090	(108.98)

Report v. Report
Las Vegas, NV

NADIA/CHILDREN-RELATED OUTTOWNS SINCE MAY 2014 (SORTED BY DATE)

Ref	Date	Unreconciled Amounts	AF Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
656	12/16/14	(495.05)	Shopping (CA)	Beverages & More		Los Angeles, CA				WF x1032	(495.05)
657	12/16/14	(281.53)	Shopping (CA)	Crate & Barrel		Beverly Hills, CA				WF x1032	(281.53)
658	12/17/14	(30.69)	Insurance - Auto X	Auto Insurance Ins Pymet Hadass Zhanzhan						WF x1032	(30.69)
659	12/17/14	(21.09)	Parking/Tolls/Fines (CA)	MT Parking Garage		Beverly Hills, CA				WF x1032	(21.09)
660	12/17/14	(1,800.00)	Personal Care (CA)	Bella Lora spa		Beverly Hills, CA				WF x1032	(1,800.00)
661	12/17/14	(192.00)	Personal Care (CA)	Long M Lashes		Beverly Hills, CA				WF x1032	(192.00)
662	12/17/14	(35.00)	Personal Care (CA)	My Blow LA		Beverly Hills, CA				WF x1032	(35.00)
663	12/17/14	(92.53)	Shopping (CA)	Neiman Marcus		Beverly Hills, CA				WF x1032	(92.53)
664	12/17/14	(615.00)	Western Union	Western Union		Denver CO				WF x1032	(615.00)
665	12/19/14	(124.16)	Auto Related (CA)	Engine Air Inc Shop		Newport Beach, CA				WF x1032	(124.16)
666	12/19/14	(140.00)	Children Related	All Bedroom Decor	1015					WF x1032	(140.00)
667	12/19/14	(716.09)	Children Related	Torah Inc						AMEX MO-11008/10-87007	(716.09)
668	12/19/14	(40.47)	Home related (CA)	2 Gaboris		Newport Beach, CA				WF x1032	(40.47)
669	12/19/14	(23.76)	Meals (CA)	The Island Hotel F and B		Newport Beach, CA				WF x1032	(23.76)
670	12/19/14	(192.94)	Meals (CA)	The Island Hotel F and B		Newport Beach, CA				WF x1032	(192.94)
671	12/19/14	(363.00)	Western Union	Westconline		Denver CO				WF x1032	(363.00)
672	12/19/14	(43.84)	Children Related	Columbia		Costa Mesa, CA				WF x1032	(43.84)
673	12/21/14	(260.00)	Personal Care (CA)	The M Salon Inc		Beverly Hills, CA				WF x1032	(260.00)
674	12/22/14	(1,737.50)	Entertainment (CA)	Balmain Collections		Santa Monica, CA				WF x1032	(1,737.50)
675	12/22/14	(16.00)	Parking/Tolls/Fines (CA)	Imperial Parking		Beverly Hills, CA				WF x1032	(16.00)
676	12/23/14	(92.64)	Gas/Fuel (CA)	Chevron		Los Angeles, CA				WF x1032	(92.64)
677	12/23/14	(112.60)	Groceries (CA)	Gelson Market		West Hollywood, CA				WF x1032	(112.60)
678	12/23/14	(60.00)	Personal Care (CA)	Shampoo		Los Angeles, CA				WF x1032	(60.00)
679	12/23/14	(94.32)	Shopping (CA)	99 Cents Only		Los Angeles, CA				WF x1032	(94.32)
680	12/24/14	(10.00)	Parking/Tolls/Fines (CA)	Standard Parking ATT		Los Angeles, CA				WF x1032	(10.00)
681	12/24/14	(89.84)	Shopping (CA)	Neiman Marcus		Los Angeles, CA				WF x1032	(89.84)
682	12/24/14	(66.99)	Shopping (CA)	Neiman Marcus		Los Angeles, CA				WF x1032	(66.99)
683	12/24/14	(365.00)	Western Union	Western Union		Denver CO				WF x1032	(365.00)
684	12/24/14	(112.00)	Western Union	Western Union		Denver CO				WF x1032	(112.00)
685	12/24/14	(12,000.00)	Children Related	Class Lesson	1854					WF x1032	(12,000.00)
686	12/24/14	(1,400.00)	Children Related	Class Lesson	1851					WF x1032	(1,400.00)
687	12/24/14	(304.00)	Children Related	Class Lesson	1857					WF x1032	(304.00)
688	12/24/14	(364.40)	Shopping (CA)	Neiman Marcus		Los Angeles, CA				WF x1032	(364.40)
689	12/24/14	(271.73)	Children Related	Class Lesson		Beverly Hills, CA				WF x1032	(271.73)
690	12/27/14	(129.00)	Meals (CA)	Cow B Am		West Hollywood, CA				WF x1032	(129.00)
691	12/27/14	(0.50)	Parking/Tolls/Fines (CA)	Webb Street Motors		West Hollywood, CA				WF x1032	(0.50)
692	12/27/14	(287.00)	Personal Care (CA)	Beverly Hills Hair Design		Beverly Hills, CA				WF x1032	(287.00)
693	12/27/14	(177.88)	Shopping (CA)	Julia GPH Stores		West Hollywood, CA				WF x1032	(177.88)
694	12/27/14	(23.90)	Shopping (CA)	Neiman Marcus		Beverly Hills, CA				WF x1032	(23.90)
695	12/28/14	(185.00)	Home related (CA)	2 Gaboris		Beverly Hills, CA				WF x1032	(185.00)
696	12/28/14	(35.00)	Personal Care (CA)	My Blow LA		Beverly Hills, CA				WF x1032	(35.00)
697	12/29/14	(1,200.00)	Children Related	Class Lesson	2019					WF x1032	(1,200.00)
698	12/29/14	(10.00)	Parking/Tolls/Fines (CA)	Standard Parking ATT		Los Angeles, CA				WF x1032	(10.00)
699	12/29/14	(50.87)	Shopping (CA)	Neiman Marcus		Beverly Hills, CA				WF x1032	(50.87)
700	12/30/14	(70.43)	Meals (CA)	Dylans Candy Bar		Los Angeles, CA				WF x1032	(70.43)
701	12/30/14	(60.35)	Meals (CA)	Rock Sugar		Los Angeles, CA				WF x1032	(60.35)
702	12/30/14	(176.83)	Meals (CA)	Rock Sugar		Los Angeles, CA				WF x1032	(176.83)
703	12/30/14	(120.00)	Personal Care (CA)	Shin Shing	1845					WF x1032	(120.00)
704	12/30/14	(120.00)	Personal Care (CA)	Bella Lora spa		Beverly Hills, CA				WF x1032	(120.00)
705	12/30/14	(14.20)	Shopping (CA)	ARM On the Wayfield Mall		Los Angeles, CA				WF x1032	(14.20)
706	12/30/14	(283.00)	Western Union	Western Union		Denver CO				WF x1032	(283.00)
707	12/31/14	(14,000.00)	Auto Related - Mercedes	Federal Funds to 12 MOE Design LLC at Bank of America						WF x1032	(14,000.00)
708	12/31/14	(78.00)	Auto Related - Mercedes	Mercedes Mercedes						WF x1032	(78.00)
709	12/31/14	(1,261.74)	Children Related	Class Lesson	7106					WF x1032	(1,261.74)
710	12/31/14	(1,200.00)	Children Related	Class Lesson	2105					WF x1032	(1,200.00)

Export: Report
Los Angeles, CA

NAFTA CHILDREN-RELATED OUTFLOWS SINCE MAY 2014 (SORTED BY DATE)

Ref	Date	Unmatched Amounts	AT Category	Description				Inflows		Outflows	
				Source / Title	Check number	Location	Notes	Account	Amount	Account	Amount
711	12/31/14	(118.05)	Gas/Fuel (CA)	Chrysler		Los Angeles, CA				WF #1032	(118.05)
712	12/31/14	(452.47)	Insurance - Health R.	Prime Insurance Inc Personal Health Insurance						WF #1032	(452.47)
713	12/31/14	(11.43)	Meals (CA)	Macchi's Crepe		Beverly Hills, CA				WF #1032	(11.43)
714	12/31/14	(45.00)	Personal Care (CA)	Acropolis Skin Care Inc		Beverly Hills, CA				WF #1032	(45.00)
715	12/31/14	(85.00)	Personal Care (CA)	Kimble Hair Studio		Los Angeles, CA				WF #1032	(85.00)
716	01/01/15	(13.00)	Personal Care (CA)	My Blow LA		Beverly Hills, CA				WF #1032	(13.00)
717	01/01/15	(65.39)	Children related	Thy's Baby		Los Angeles, CA				WF #1032	(65.39)
718	01/01/15	(11.94)	Meals (CA)	Café Habana		Los Angeles, CA				WF #1032	(11.94)
719	01/01/15	(170.80)	Children related	Calvin's		Los Angeles, CA				WF #1032	(170.80)
720	01/01/15	(11.47)	Children related	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
721	01/01/15	(13.00)	Children related	Elmer's Store		Los Angeles, CA				WF #1032	(13.00)
722	01/01/15	(102.20)	Children related	Elmer's Store		Los Angeles, CA				WF #1032	(102.20)
723	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
724	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
725	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
726	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
727	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
728	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
729	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
730	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
731	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
732	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
733	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
734	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
735	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
736	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
737	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
738	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
739	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
740	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
741	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
742	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
743	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
744	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
745	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
746	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
747	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
748	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
749	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
750	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
751	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
752	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
753	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
754	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
755	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
756	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
757	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
758	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
759	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
760	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
761	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
762	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
763	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
764	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
765	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
766	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
767	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)
768	01/01/15	(11.47)	Gas/Fuel (CA)	Elmer's Store		Los Angeles, CA				WF #1032	(11.47)

Kapod v. Kapod
Los Angeles, NY

MAJOR CHILDREN-RELATED OUTFLOWS SINCE MAY 2016 (SORTED BY DATE)

Ref	Date	Unmarshaled Amount	AP Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
769	01/20/16	(55.00)	Personal Care (CA)	My Blow LA		Beverly Hills, CA				WF x1032	(55.00)
770	01/21/16	(12,500.00)	Madam's Book	Jace Anderson	2067					WF x1031	(12,500.00)
771	01/21/16	(80.00)	Shopping (NY)	ARC'S		Las Vegas, NV				WF x1032	(80.00)
772	01/27/16	(93.83)	Lodging (NY)	Tour Seasons Hotel		Las Vegas, NV				WF x1032	(93.83)
773	01/27/16	(323.00)	12 More, LLC	Belated Bookkeeping	2068		More 12 LLC			WF x1032	(323.00)
774	01/27/16	(115.43)	Gas/Fuel (CA)	Cherion		Los Angeles, CA				WF x1032	(115.43)
775	01/27/16	(42.97)	Meals (CA)	Marl Vanna LA		Hollywood, CA				WF x1032	(42.97)
776	01/27/16	(1.50)	Parking/Tolls/Fines (CA)	City of B H Parking		Beverly Hills, CA				WF x1032	(1.50)
777	01/27/16	(11.50)	Parking/Tolls/Fines (CA)	City of B H Parking		Beverly Hills, CA				WF x1032	(11.50)
778	01/27/16	(180.00)	Personal Care (CA)	Costume Dry and Night Spa		Los Angeles, CA				WF x1032	(180.00)
779	01/27/16	(195.00)	Personal Care (CA)	My Blow LA		Beverly Hills, CA				WF x1032	(195.00)
780	01/27/16	(255.00)	Western Union	WU		Los Angeles, CA				WF x1032	(255.00)
781	01/27/16	(14.55)	Children Related	Toyshop		Van Nuys, CA				AMEX x01009/00-8007	(14.55)
782	01/27/16	(1,450.00)	Children related	Elena Larson	2072					WF x1032	(1,450.00)
783	01/27/16	(1,053.33)	Insurance - Health K	Time Insurance Co - Nadine Khapod Kapod						WF x1032	(1,053.33)
784	01/27/16	(2.50)	Parking/Tolls/Fines (CA)	City of B H Parking		Beverly Hills, CA				WF x1032	(2.50)
785	01/27/16	(109.95)	Gas/Fuel (CA)	Cherion		Los Angeles, CA				WF x1032	(109.95)
786	01/27/16	(190.60)	Kapod's Book	Tatiana Khapod	2093					WF x1032	(190.60)
787	01/27/16	(150.00)	Payments to Individuals - N	Nadine Kapod	2104					WF x1032	(150.00)
788	01/27/16	(5,000.00)	Payments to Individuals - N	Nadine Kapod	2096					WF x1032	(5,000.00)
789	01/27/16	(45.00)	Personal Care (CA)	Shampoo		Los Angeles, CA				WF x1032	(45.00)
790	01/27/16	(825.00)	Western Union	WU		Los Angeles, CA				WF x1032	(825.00)
791	01/27/16	(80.84)	Therapy (CA)	CVS		Los Angeles, CA				WF x1032	(80.84)
792	01/27/16	(35.47)	Travel - Airfare	SW Air			Passenger: Elena Khapod (A - Driver)			AMEX x01009/00-8007	(35.47)
793	01/27/16	(35.47)	Travel - Airfare	SW Air			Passenger: Elizabeth Khapod (A - Driver)			AMEX x01009/00-8007	(35.47)
794	01/27/16	(180.70)	Personal Care (CA)	Costume Dry and Night Spa		Los Angeles, CA				WF x1032	(180.70)
795	01/27/16	(152.87)	Gas/Fuel (CA)	Cherion		Los Angeles, CA				WF x1032	(152.87)
796	01/27/16	(128.75)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF x1032	(128.75)
797	01/27/16	(11.50)	Alcohol (CA)	20/20 Liquor Store		Beverly Hills, CA				WF x1032	(11.50)
798	01/27/16	(141.82)	Personal Care (CA)	My Blow LA		Beverly Hills, CA				WF x1032	(141.82)
799	01/27/16	(798.40)	Personal Care (CA)	Porcelain Skin Center		Beverly Hills, CA				WF x1032	(798.40)
800	01/27/16	(1,500.00)	Children related	Elena Larson	2095					WF x1032	(1,500.00)
801	01/27/16	(3.00)	Parking/Tolls/Fines (CA)	City of B H Parking		Beverly Hills, CA				WF x1032	(3.00)
802	01/27/16	(375.00)	Western Union	WU		Los Angeles, CA				WF x1032	(375.00)
803	01/27/16	(2,697.50)	Insurance	Bit Pay America General Insurance						WF x1032	(2,697.50)
804	01/27/16	(5,845.13)	Insurance	Bit Pay America Life Insurance						WF x1032	(5,845.13)
805	01/27/16	(18.00)	Auto Related - Motorist	VII Mercedes						WF x1032	(18.00)
806	01/27/16	(990.00)	Children Related	WU Business Office	2108		WU Business			WF x1032	(990.00)
807	01/27/16	(15.35)	Groceries (CA)	Whole Foods Market		Beverly Hills, CA				WF x1032	(15.35)
808	01/27/16	(3.00)	Parking/Tolls/Fines (CA)	City of B H Parking		Beverly Hills, CA				WF x1032	(3.00)
809	01/27/16	(80.50)	Pharmacy (CA)	CVS		Los Angeles, CA				WF x1032	(80.50)
810	01/27/16	(106.47)	Shopping (CA)	Helmets Market		Beverly Hills, CA				WF x1032	(106.47)
811	01/27/16	(42.00)	Personal Care (CA)	OT Hair by		W. Hollywood, CA				WF x1032	(42.00)
812	01/27/16	(650.00)	Children related	Elena Larson	2112					WF x1032	(650.00)
813	01/27/16	(84.70)	Gas/Fuel (CA)	Cherion		Los Angeles, CA				WF x1032	(84.70)
814	01/27/16	(100.00)	Personal Care (CA)	Andreas Skin Care Inc		Beverly Hills, CA				WF x1032	(100.00)
815	01/27/16	(58.73)	Pharmacy (CA)	CVS		Los Angeles, CA				WF x1032	(58.73)
816	01/27/16	(18.00)	Personal Care (CA)	My Blow LA		Beverly Hills, CA				WF x1032	(18.00)
817	01/27/16	(112.33)	Groceries (CA)	Bobo's Markets		W. Hollywood, CA				WF x1032	(112.33)
818	01/27/16	(57.96)	Meals (CA)	Marl Vanna LA		W. Hollywood, CA				WF x1032	(57.96)
819	01/27/16	(850.00)	Children related	Elena Larson	2117					WF x1032	(850.00)
820	01/27/16	(105.80)	Gas/Fuel (CA)	Cherion		Los Angeles, CA				WF x1032	(105.80)
821	01/27/16	(82.34)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF x1032	(82.34)
822	01/27/16	(100.00)	Madam's Book	Tatiana Khapod	2121					WF x1032	(100.00)
823	01/27/16	(100.00)	Madam's Book	Tatiana Khapod	2124					WF x1032	(100.00)
824	01/27/16	(1.50)	Parking/Tolls/Fines (CA)	City of B H Parking		Beverly Hills, CA				WF x1032	(1.50)
825	01/27/16	(11.50)	Parking/Tolls/Fines (CA)	City of B H Parking		Beverly Hills, CA				WF x1032	(11.50)
826	01/27/16	(11.50)	Parking/Tolls/Fines (CA)	City of B H Parking		Beverly Hills, CA				WF x1032	(11.50)

Kapod v. Kapod
Las Vegas, NV

NATYA/CHRONIN-RELATED OUTFLOWS SINCE MAY 2014 (SORTED BY DATE)

Ref	Date	Unmatched Amount	AP Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
817	01/09/15	(55.00)	Personal Care (CA)	F.R. Salon		Los Angeles, CA				WF #1032	(55.00)
818	01/09/15	(385.00)	Western Union	Western Union Cash Ctr - Card DTS						WF #5397	(385.00)
819	01/10/15	(587.00)	Gifts/Donations	Elana Lowman	2100					WF #5397	(587.00)
820	01/10/15	(750.00)	Payments to Individuals - N. Nevada/Idaho	Nadia Kogod	2121					WF #5397	(750.00)
821	01/11/15	(1.25)	Printing/Tools/Ink (CA)	City of B.H. Pauling		Beverly Hills, CA				WF #1032	(1.25)
822	01/11/15	(150.00)	Personal Care (CA)	Bella Lorraine		Beverly Hills, CA				WF #1032	(150.00)
823	01/27/15	(98.55)	Bank Fees: Interest	Instant Charge on Purchases						WF #1032	(98.55)
824	01/27/15	(25.00)	Insurance	American National Ins Prem - Dennis Kogod						WF #5397	(25.00)
825	01/27/15	(48.00)	Personal Care (CA)	Century Day and Night Spa		Los Angeles, CA				WF #1032	(48.00)
826	01/27/15	(140.00)	Personal Care (CA)	Century Day and Night Spa		Los Angeles, CA				WF #1032	(140.00)
827	01/27/15	(336.00)	Personal Care (CA)	Long Shi Lashes		Beverly Hills, CA				WF #1032	(336.00)
828	01/27/15	(54.62)	Personal Care (CA)	Paradise Sun Center		Beverly Hills, CA				WF #1032	(54.62)
829	01/27/15	(719.00)	Personal Care (CA)	Paradise Sun Center		Beverly Hills, CA				WF #1032	(719.00)
830	01/27/15	(156.00)	Personal Care (CA)	The H Salon		Beverly Hills, CA				WF #1032	(156.00)
831	01/27/15	(4.00)	Personal Care (CA)	The H Salon		Beverly Hills, CA				WF #1032	(4.00)
832	01/13/15	(41.09)	Gas/Fuel (CA)	Champion		Los Angeles, CA				WF #1032	(41.09)
833	01/13/15	(21.05)	Meals (CA)	Omni Hotel/Spa/Pool		Fontana, CA				WF #1032	(21.05)
834	01/14/15	(24.32)	Children Related	King		Las Vegas, NV				AMEX #0-81009/nd-81007	(24.32)
835	01/14/15	(37.05)	Entertainment (NV)	Belagio - JPM		Las Vegas, NV				AMEX #0-81009/nd-81007	(37.05)
836	01/14/15	(31.32)	Meals (NV)	Arlo Cafe		Las Vegas, NV				WF #1032	(31.32)
837	01/14/15	(111.48)	Meals (NV)	Wolfgang Puck Pizzeria		Las Vegas, NV				AMEX #0-81009/nd-81007	(111.48)
838	02/18/15	(75.62)	Pharmacy (NV)	The Drug Store		NV				WF #1032	(75.62)
839	02/18/15	(8.99)	Pharmacy (NV)	CVS Pharmacy		Las Vegas, NV				AMEX #0-81009/nd-81007	(8.99)
840	01/14/15	(19.20)	Transportation	VCS VCS		Las Vegas, NV	Tax			AMEX #0-81009/nd-81007	(19.20)
841	01/15/15	(180.32)	Children Related	Packing P-naps		Las Vegas, NV				AMEX #0-81009/nd-81007	(180.32)
842	01/15/15	(21.47)	Entertainment (NV)	Madison Gay Shark Reef		Las Vegas, NV				AMEX #0-81009/nd-81007	(21.47)
843	01/15/15	(60.00)	Entertainment (NV)	Madison Event Center		Las Vegas, NV				AMEX #0-81009/nd-81007	(60.00)
844	01/15/15	(50.00)	Entertainment (NV)	Pete Musician		Las Vegas, NV				AMEX #0-81009/nd-81007	(50.00)
845	01/15/15	(110.05)	Lodging (NV)	Four Seasons Hotel		Las Vegas, NV				AMEX #0-81009/nd-81007	(110.05)
846	01/15/15	(44.65)	Meals (NV)	T. Ziegler		Las Vegas, NV				WF #1032	(44.65)
847	01/15/15	(32.84)	Meals (NV)	Lucy Sugar Factory		Las Vegas, NV				WF #1032	(32.84)
848	01/15/15	(27.24)	Transportation	UTS Firms Union Cab		Las Vegas, NV	Tax			AMEX #0-81009/nd-81007	(27.24)
849	01/15/15	(17.59)	Transportation	VCS Health		Las Vegas, NV	Tax			AMEX #0-81009/nd-81007	(17.59)
850	01/15/15	(10.19)	Transportation	VCS VCS		Las Vegas, NV	Tax			AMEX #0-81009/nd-81007	(10.19)
851	01/15/15	(20.55)	Transportation	VCS VCS		Las Vegas, NV	Tax			AMEX #0-81009/nd-81007	(20.55)
852	01/15/15	5.51	Gas/Fuel (CA)	76		Baker, CA		WF #1032	5.51		
853	01/15/15	(24.78)	Gas/Fuel (CA)	76		Baker, CA				WF #1032	(24.78)
854	01/15/15	(97.86)	Lodging (NV)	Wynn		Las Vegas, NV				WF #1032	(97.86)
855	01/15/15	27.88	Lodging (NV)	Wynn		Las Vegas, NV		WF #1032	27.88		
856	01/15/15	(97.86)	Lodging (NV)	Wynn		Las Vegas, NV	Arrival: 2/18/15 Depart: 2/19/15			AMEX #0-81009/nd-81007	(97.86)
857	01/15/15	(75.38)	Meals (CA)	Bedd Grief		Baker, CA				WF #1032	(75.38)
858	01/17/15	(1,100.00)	Children related	Elana Lowman	2116					WF #5397	(1,100.00)
859	01/17/15	(25.00)	Insurance	Champion		Las Vegas, NV		WF #1032	25.00		
860	01/17/15	(82.00)	Personal Care (NV)	Auto Beauty Salon		Las Vegas, NV				BoCA #6448	(82.00)
861	01/17/15	(438.90)	Western Union	WU		MO				WU #5285	(438.90)
862	01/17/15	(66.23)	Gifts/Donations	Champion		Los Angeles, CA				WF #1032	(66.23)
863	01/17/15	(450.00)	Western Union	WU	2101	Los Angeles, CA				WU #5397	(450.00)
864	01/17/15	(1.50)	Personal Care (CA)	City of B.H. Pauling		Beverly Hills, CA				WF #1032	(1.50)
865	01/17/15	(1.50)	Personal Care (CA)	City of B.H. Pauling		Beverly Hills, CA				WF #1032	(1.50)
866	01/17/15	(192.53)	Personal Care (CA)	Bella Lorraine		Beverly Hills, CA				WF #1032	(192.53)

NADYA/THE DORN-RELATED OUTFLOWS SINCE MAY 1934 (SORTED BY DATE)

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Report: Rptd
Los Angeles, CA

NATYA/CHILDREN-RELATED OUTFLOWS SINCE MAY 2018 (SORTED BY DATE)

Ref	Date	Unmatched Amount	AP Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
939	03/09/15	(1,175.00)	Children Related	Elena Lavon	2142			WF #197	(1,175.00)	WF #197	(1,175.00)
940	03/09/15	(494.00)	Western Union	Western Union Cash Card				Visa #185	(494.00)	Visa #185	(494.00)
941	03/10/15	(130.00)	Children Related	A Plus Tutoring	2137			WF #197	(130.00)	WF #197	(130.00)
942	03/10/15	(130.00)	Children Related	A Plus Tutoring	2138			WF #197	(130.00)	WF #197	(130.00)
943	03/10/15	(290.00)	Children Related	A Plus Tutoring	2139			WF #197	(290.00)	WF #197	(290.00)
944	03/10/15	(187.25)	Gas/Fuel (CA)	Chenon		Los Angeles, CA		WF #197	(187.25)	WF #197	(187.25)
945	03/10/15	(62.52)	Meals (CA)	Crawford		Hollywood, CA		WF #197	(62.52)	WF #197	(62.52)
946	03/11/15	(68.73)	Meals (CA)	Arbit Deli		Hollywood, CA		WF #197	(68.73)	WF #197	(68.73)
947	03/11/15	(10.00)	Personal Care (CA)	Belle Lora Spa		Beverly Hills, CA		WF #197	(10.00)	WF #197	(10.00)
948	03/11/15	(41.00)	Personal Care (CA)	CT Hair		Hollywood, CA		WF #197	(41.00)	WF #197	(41.00)
949	03/11/15	(16.50)	Shopping (CA)	Madison Market		Beverly Hills, CA		WF #197	(16.50)	WF #197	(16.50)
950	03/12/15	(100.00)	Madison's Book	Tatiana's Book	2146			WF #197	(100.00)	WF #197	(100.00)
951	03/12/15	(90.00)	Children Related	Western Union Cash Card				WF #197	(90.00)	WF #197	(90.00)
952	03/13/15	(130.00)	Personal Care (CA)	Century Day and Night Spa		Los Angeles, CA		WF #197	(130.00)	WF #197	(130.00)
953	03/13/15	(45.00)	Personal Care (CA)	The Salon		Gentry Hills, CA		WF #197	(45.00)	WF #197	(45.00)
954	03/14/15	(118.91)	Bank Fees: Interest	Interest on Purchases				WF #197	(118.91)	WF #197	(118.91)
955	03/14/15	(39.86)	Entertainment (CA)	AMC Casino City		Los Angeles, CA		WF #197	(39.86)	WF #197	(39.86)
956	03/14/15	(125.25)	Shopping (CA)	Madison Market		Beverly Hills, CA		WF #197	(125.25)	WF #197	(125.25)
957	03/14/15	(214.90)	Shopping (CA)	Theobald		Beverly Hills, CA		WF #197	(214.90)	WF #197	(214.90)
958	03/14/15	(130.00)	Western Union	Western Union Cash Card				WF #197	(130.00)	WF #197	(130.00)
959	03/16/15	(100.00)	Madison's Book	Tatiana's Book	2150			WF #197	(100.00)	WF #197	(100.00)
960	03/16/15	(1.50)	Personal Care (CA)	City of Beverly Hills Parking		Beverly Hills, CA		WF #197	(1.50)	WF #197	(1.50)
961	03/16/15	(440.00)	Western Union	Western Union Cash Card - Card 0775				WF #197	(440.00)	WF #197	(440.00)
962	03/17/15	(1,290.00)	Children Related	Elena Lavon	2155			WF #197	(1,290.00)	WF #197	(1,290.00)
963	03/17/15	(29.39)	Gas/Fuel (CA)	Chenon		Los Angeles, CA		WF #197	(29.39)	WF #197	(29.39)
964	03/17/15	(49.06)	Gas/Fuel (CA)	Oil Turner's Fine Wines		Hollywood, CA		WF #197	(49.06)	WF #197	(49.06)
965	03/17/15	(213.46)	Gas/Fuel (CA)	Trader Joe's		Los Angeles, CA		WF #197	(213.46)	WF #197	(213.46)
966	03/17/15	(117.61)	Meals (CA)	The Little Red Bear		Los Angeles, CA		WF #197	(117.61)	WF #197	(117.61)
967	03/17/15	(130.00)	Meals (CA)	Elena Lavon		Los Angeles, CA		WF #197	(130.00)	WF #197	(130.00)
968	03/18/15	(100.00)	Madison's Book	Tatiana's Book				WF #197	(100.00)	WF #197	(100.00)
969	03/18/15	(1,255.32)	Insurance - Madeline K.	Insurance - Madeline K.				WF #197	(1,255.32)	WF #197	(1,255.32)
970	03/18/15	(750.00)	Payments to individuals - N.	Madeline Kogod	2144			WF #197	(750.00)	WF #197	(750.00)
971	03/18/15	(750.00)	Payments to individuals - N.	Madeline Kogod	2141			WF #197	(750.00)	WF #197	(750.00)
972	03/19/15	(1,060.00)	Personal Care (CA)	Belle Lora Spa		Beverly Hills, CA		WF #197	(1,060.00)	WF #197	(1,060.00)
973	03/19/15	(131.84)	Pharmacy (CA)	CYS Pharmacy		Los Angeles, CA		WF #197	(131.84)	WF #197	(131.84)
974	03/19/15	(130.00)	Western Union	Western Union Cash Card				WF #197	(130.00)	WF #197	(130.00)
975	03/19/15	(140.00)	Personal Care (CA)	Century Day and Night Spa		Los Angeles, CA		WF #197	(140.00)	WF #197	(140.00)
976	03/19/15	(199.10)	Shopping (CA)	Costco Fuel		Los Angeles, CA		WF #197	(199.10)	WF #197	(199.10)
977	03/21/15	(10.91)	Gas/Fuel (CA)	Ze		Los Angeles, CA		WF #197	(10.91)	WF #197	(10.91)
978	03/22/15	(25.25)	Meals (CA)	Beverly Hills Deli		Los Angeles, CA		WF #197	(25.25)	WF #197	(25.25)
979	03/22/15	(36.53)	Children Related	Tony Cray		Los Angeles, CA		WF #197	(36.53)	WF #197	(36.53)
980	03/23/15	(90.00)	Gas/Fuel (CA)	Chenon		Los Angeles, CA		WF #197	(90.00)	WF #197	(90.00)
981	03/23/15	(113.61)	Gas/Fuel (CA)	Trader Joe's		Los Angeles, CA		WF #197	(113.61)	WF #197	(113.61)
982	03/23/15	(130.00)	Meals (CA)	Ze's Pizzeria		Los Angeles, CA		WF #197	(130.00)	WF #197	(130.00)
983	03/24/15	(471.00)	Children Related	Elena Lavon	2153			WF #197	(471.00)	WF #197	(471.00)
984	03/24/15	(80.78)	Personal Care (CA)	City of Beverly Hills Parking		Beverly Hills, CA		WF #197	(80.78)	WF #197	(80.78)
985	03/24/15	(1.50)	Payments to individuals - N.	Madeline Kogod	2154			WF #197	(1.50)	WF #197	(1.50)
986	03/24/15	(750.00)	Payments to individuals - N.	Madeline Kogod				WF #197	(750.00)	WF #197	(750.00)
987	03/24/15	(80.00)	Personal Care (CA)	Anastasia Skin Care Inc		Beverly Hills, CA		WF #197	(80.00)	WF #197	(80.00)
988	03/24/15	(140.00)	Personal Care (CA)	Belle Lora Spa		Beverly Hills, CA		WF #197	(140.00)	WF #197	(140.00)
989	03/25/15	(100.84)	Pharmacy (CA)	CYS Pharmacy		Los Angeles, CA		WF #197	(100.84)	WF #197	(100.84)
990	03/25/15	(10.00)	Pharmacy (CA)	CYS Pharmacy		Los Angeles, CA		WF #197	(10.00)	WF #197	(10.00)
991	03/25/15	(123.00)	Western Union	Western Union Cash Card				WF #197	(123.00)	WF #197	(123.00)
992	03/25/15	(100.00)	Madison's Book	Tatiana's Book				WF #197	(100.00)	WF #197	(100.00)
993	03/25/15	(49.84)	Gas/Fuel (CA)	Madison's Market		Hollywood, CA		WF #197	(49.84)	WF #197	(49.84)
994	03/25/15	(123.00)	Gas/Fuel (CA)	Trader Joe's		Los Angeles, CA		WF #197	(123.00)	WF #197	(123.00)
995	03/25/15	(12.46)	Meals (CA)	Arbit Deli		Hollywood, CA		WF #197	(12.46)	WF #197	(12.46)
996	03/26/15	(82.00)	Personal Care (CA)	CT Hair		Hollywood, CA		WF #197	(82.00)	WF #197	(82.00)
997	03/26/15	(117.70)	Shopping (CA)	CD2 MSJ		Los Angeles, CA		WF #197	(117.70)	WF #197	(117.70)
998	03/27/15	(12.00)	Gas/Fuel (CA)	Hyatt Hotel		Los Angeles, CA		WF #197	(12.00)	WF #197	(12.00)
999	03/27/15	(12.00)	Meals (CA)	Trader Joe's		Los Angeles, CA		WF #197	(12.00)	WF #197	(12.00)
1000	03/27/15	(12.00)	Shopping (CA)	ABN Online Westfield Mall		Los Angeles, CA		WF #197	(12.00)	WF #197	(12.00)
1001	03/27/15	(120.18)	Shopping (CA)	Collins Vantage		Los Angeles, CA		WF #197	(120.18)	WF #197	(120.18)

Kogod v. Kogod
Los Vegas, NV

NADTACH KOGOD-RELATED OUTGOING/INCOME MAY 2014 (SORTED BY DATE)

Ref	Date	Unmatched Amount	AF Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
1002	03/10/13	(69.95)	Gas/Fuel (CA)	78		Sherman Oaks, CA				WF #1032	(69.95)
1003	03/10/13	(78.51)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF #1032	(78.51)
1004	03/10/13	(497.00)	Personal Care (CA)	Rebelo Lora Spa		Beverly Hills, CA				WF #1032	(497.00)
1005	03/11/13	(26.00)	Auto Related - Reprodes	Mercedes						WF #1032	(26.00)
1006	03/11/13	(840.00)	Children related	Simon Louisa	2135					WF #1032	(840.00)
1007	03/11/13	(79.44)	Children Related	Myra's Children Store		Los Angeles, CA				WF #1032	(79.44)
1008	03/11/13	(215.00)	Medical (CA)	Western Anesthetics Inc.		Beverly Hills, CA				WF #1032	(215.00)
1009	03/11/13	(70.00)	Personal Care (CA)	Beauty Salon		Beverly Hills, CA				WF #1032	(70.00)
1010	03/11/13	(17.00)	Shopping (CA)	Abel Choke Westfield Mkt		Los Angeles, CA				WF #1032	(17.00)
1011	03/11/13	(152.60)	Shopping (CA)	Walmart Supercenter		Los Angeles, CA				WF #1032	(152.60)
1012	03/11/13	(17.99)	Shopping (CA)	Walmart Supercenter		Los Angeles, CA				WF #1032	(17.99)
1013	03/11/13	(203.85)	Shopping (CA)	Walmart Supercenter		Los Angeles, CA				WF #1032	(203.85)
1014	04/01/13	(24.00)	Children Related	Simon Louisa	2140					WF #1032	(24.00)
1015	04/01/13	(180.00)	Personal Care (CA)	Simon Louisa	2142					WF #1032	(180.00)
1016	04/01/13	(75.00)	Personal Care (CA)	Simon Louisa						WF #1032	(75.00)
1017	04/01/13	(178.10)	Medical (CA)	Simon Louisa						WF #1032	(178.10)
1018	04/01/13	(79.44)	Medical (CA)	Simon Louisa						WF #1032	(79.44)
1019	04/01/13	(100.00)	Medical (CA)	Simon Louisa						WF #1032	(100.00)
1020	04/01/13	(141.00)	Medical (CA)	Simon Louisa						WF #1032	(141.00)
1021	04/01/13	(750.00)	Medical (CA)	Simon Louisa						WF #1032	(750.00)
1022	04/01/13	(12.43)	Medical (CA)	Simon Louisa						WF #1032	(12.43)
1023	04/01/13	(136.74)	Medical (CA)	Simon Louisa						WF #1032	(136.74)
1024	04/01/13	(106.10)	Medical (CA)	Simon Louisa						WF #1032	(106.10)
1025	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1026	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1027	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1028	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1029	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1030	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1031	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1032	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1033	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1034	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1035	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1036	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1037	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1038	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1039	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1040	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1041	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1042	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1043	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1044	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1045	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1046	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1047	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1048	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1049	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1050	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1051	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1052	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1053	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1054	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1055	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)
1056	04/01/13	(135.00)	Medical (CA)	Simon Louisa						WF #1032	(135.00)

Expend v. Payroll
Los Angeles, NY

WFOIA/CHILDREN-RELATED DISBURSEMENTS SINCE JAN 2014 (SORTED BY DATE)

Ref	Date	Unexpended Accounts	AF Category	Description				Influen		Outlines	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
1057	04/12/15	(1,635.77)	Lodging (CA)	Orion Ranchos Las Palmas Resort & Spa		Rancho Mirage, CA		WF x1031		WF x1031	(1,635.77)
1058	04/12/15	(1,378.00)	Lodging (CA)	Orion Ranchos Las Palmas Resort & Spa		Rancho Mirage, CA		WF x1031		WF x1031	(1,378.00)
1059	04/12/15	(74.52)	Lodging (CA)	Orion Ranchos Las Palmas Resort & Spa		Rancho Mirage, CA		WF x1031		WF x1031	(74.52)
1060	04/12/15	(44.28)	Lodging (CA)	Orion Ranchos Las Palmas Resort & Spa		Rancho Mirage, CA		WF x1031		WF x1031	(44.28)
1061	04/12/15	(27.74)	Meals (CA)	El Niño Mtn		Cabazon, CA		WF x1032		WF x1032	(27.74)
1062	04/12/15	(14.06)	Meals (CA)	Palms Café		Rancho Mirage, CA		WF x1031		WF x1031	(14.06)
1063	04/12/15	(9.37)	Meals (CA)	Palms Café		Rancho Mirage, CA		WF x1031		WF x1031	(9.37)
1064	04/12/15	(281.60)	Shopping (CA)	Prada		Cabazon, CA		WF x1032		WF x1032	(281.60)
1065	04/12/15	(850.00)	Children related	El Niño Mtn	2180			WF x1032		WF x1032	(850.00)
1066	04/12/15	(89.63)	Gifts (CA)	Stinson		Los Angeles, CA		WF x1032		WF x1032	(89.63)
1067	04/12/15	(735.77)	Meals (CA)	Trader Joe's		Los Angeles, CA		WF x1032		WF x1032	(735.77)
1068	04/12/15	(40.23)	Meals (CA)	El Niño Mtn		Severely Hills, CA		WF x1032		WF x1032	(40.23)
1069	04/12/15	(120.30)	Bank Fees Interest	Bank Fees Interest		Severely Hills, CA		WF x1032		WF x1032	(120.30)
1070	04/12/15	(75.90)	Meals (CA)	El Niño Mtn		Severely Hills, CA		WF x1032		WF x1032	(75.90)
1071	04/12/15	(100.64)	Meals (CA)	Mezcal French Signatures		Los Angeles, CA		WF x1031		WF x1031	(100.64)
1072	04/12/15	(19.50)	Meals (CA)	The Magic Inn, LLC		Los Angeles, CA		WF x1031		WF x1031	(19.50)
1073	04/12/15	(10.80)	Parking/Tolls/Fees (CA)	The Magic Inn, LLC		Los Angeles, CA		WF x1031		WF x1031	(10.80)
1074	04/12/15	(143.80)	Personal Care (CA)	Severely Hills Hair Design		Severely Hills, CA		WF x1032		WF x1032	(143.80)
1075	04/12/15	(140.00)	Western Union	Western Union Cash Card		Denver, CO		WF x1031		WF x1031	(140.00)
1076	04/12/15	(2.60)	Insurance - Health & Life	Time Insurance - Health & Life		Severely Hills, CA		WF x1032		WF x1032	(2.60)
1077	04/12/15	(1,035.34)	Insurance - Health & Life	Time Insurance - Health & Life		Severely Hills, CA		WF x1032		WF x1032	(1,035.34)
1078	04/12/15	(78.60)	Meals (CA)	Orion's Candy Bar		Los Angeles, CA		WF x1032		WF x1032	(78.60)
1079	04/12/15	(150.00)	Children Related	Star Education		CA		WF x1032		WF x1032	(150.00)
1080	04/12/15	(150.00)	Children Related	Star Education		CA		WF x1032		WF x1032	(150.00)
1081	04/12/15	(180.00)	Personal Care (CA)	Century Day and Night Spa		Los Angeles, CA		WF x1032		WF x1032	(180.00)
1082	04/12/15	(50.37)	Gifts (CA)	Chenon		Los Angeles, CA		WF x1032		WF x1032	(50.37)
1083	04/12/15	(114.32)	Meals (CA)	Trader Joe's		Los Angeles, CA		WF x1032		WF x1032	(114.32)
1084	04/12/15	(49.77)	Meals (CA)	Severely Hills		Hollywood, CA		WF x1032		WF x1032	(49.77)
1085	04/12/15	(142.72)	Meals (CA)	Severely Hills		Hollywood, CA		WF x1032		WF x1032	(142.72)
1086	04/12/15	(1,085.00)	Children related	El Niño Mtn	2180			WF x1032		WF x1032	(1,085.00)
1087	04/12/15	(300.00)	Meals (CA)	Palms Café	2187			WF x1031		WF x1031	(300.00)
1088	04/12/15	(395.00)	Meals (CA)	Palms Café	2189			WF x1031		WF x1031	(395.00)
1089	04/12/15	(1,500.00)	Parking/Tolls/Fees (CA)	Severely Hills Parking		Severely Hills, CA		WF x1032		WF x1032	(1,500.00)
1090	04/12/15	(63.33)	Personal Care (CA)	Severely Hills		Hollywood, CA		WF x1032		WF x1032	(63.33)
1091	04/12/15	(1,500.00)	Personal Care (CA)	Severely Hills		Severely Hills, CA		WF x1032		WF x1032	(1,500.00)
1092	04/12/15	(34.12)	Personal Care (CA)	Severely Hills		Severely Hills, CA		WF x1032		WF x1032	(34.12)
1093	04/12/15	(40.79)	Shopping (CA)	Severely Hills		Severely Hills, CA		WF x1032		WF x1032	(40.79)
1094	04/12/15	(400.00)	Children Related	Severely Hills		Severely Hills, CA		WF x1032		WF x1032	(400.00)
1095	04/12/15	(818.75)	Children Related	Severely Hills		Severely Hills, CA		WF x1032		WF x1032	(818.75)
1096	04/12/15	(1.50)	Parking/Tolls/Fees (CA)	Severely Hills Parking		Severely Hills, CA		WF x1032		WF x1032	(1.50)
1097	04/12/15	(100.00)	Personal Care (CA)	Severely Hills		Severely Hills, CA		WF x1032		WF x1032	(100.00)
1098	04/12/15	(130.00)	Personal Care (CA)	Severely Hills		Severely Hills, CA		WF x1032		WF x1032	(130.00)
1099	04/12/15	(100.00)	Shopping (CA)	Severely Hills		Severely Hills, CA		WF x1032		WF x1032	(100.00)
1100	04/12/15	(15.00)	Personal Care (CA)	Severely Hills		Severely Hills, CA		WF x1032		WF x1032	(15.00)
1101	04/12/15	(15.00)	Personal Care (CA)	Severely Hills		Severely Hills, CA		WF x1032		WF x1032	(15.00)
1102	04/12/15	(13.89)	Gifts (CA)	Severely Hills		Los Angeles, CA		WF x1032		WF x1032	(13.89)
1103	04/12/15	(80.00)	Meals (CA)	Severely Hills		Hollywood, CA		WF x1032		WF x1032	(80.00)
1104	04/12/15	(190.77)	Meals (CA)	Severely Hills		Hollywood, CA		WF x1032		WF x1032	(190.77)
1105	04/12/15	(1,300.00)	Children related	El Niño Mtn	2189			WF x1032		WF x1032	(1,300.00)
1106	04/12/15	(497.00)	Personal Care (CA)	Severely Hills		Severely Hills, CA		WF x1032		WF x1032	(497.00)
1107	04/12/15	(188.24)	Shopping (CA)	Severely Hills		Severely Hills, CA		WF x1032		WF x1032	(188.24)
1108	04/12/15	(150.00)	Children Related	Severely Hills		Severely Hills, CA		WF x1032		WF x1032	(150.00)
1109	04/12/15	(108.34)	Children Related	Severely Hills		Severely Hills, CA		WF x1032		WF x1032	(108.34)
1110	04/12/15	(141.88)	Gifts (CA)	Severely Hills		Los Angeles, CA		WF x1032		WF x1032	(141.88)
1111	04/12/15	(19.24)	Meals (CA)	Severely Hills		Los Angeles, CA		WF x1032		WF x1032	(19.24)
1112	04/12/15	(12.00)	Parking/Tolls/Fees (CA)	Severely Hills		Los Angeles, CA		WF x1032		WF x1032	(12.00)
1113	04/12/15	(130.35)	Shopping (CA)	Severely Hills		Los Angeles, CA		WF x1032		WF x1032	(130.35)
1114	04/12/15	(400.41)	Shopping (CA)	Severely Hills		Los Angeles, CA		WF x1032		WF x1032	(400.41)
1115	04/12/15	(7.80)	Shopping (CA)	Severely Hills		Los Angeles, CA		WF x1032		WF x1032	(7.80)
1116	04/12/15	(108.89)	Shopping (CA)	Severely Hills		Los Angeles, CA		WF x1032		WF x1032	(108.89)

ADDITIONAL CHILD-RELATED OUTLINES SINCE MAY 2015 (SORTED BY DATE)

Ref	Date	Unreimbursed Amount	AF Category	Source / Use	Check Number	Description	Location	Amount	Outflow
1157	04/29/15	106.72	Supplies (CA)	Meridian		Los Angeles, CA	WF 51012	106.72	
1158	04/29/15	12.35	Meals (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1159	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1160	04/29/15	12.35	Auto Related - Insurance	John Doe		Hollywood, CA	WF 51012	12.35	
1161	04/29/15	12.35	Children Related	John Doe		Hollywood, CA	WF 51012	12.35	
1162	04/29/15	12.35	Travel/Transport (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1163	04/29/15	12.35	Travel/Transport (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1164	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1165	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1166	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1167	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1168	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1169	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1170	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1171	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1172	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1173	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1174	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1175	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1176	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1177	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1178	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1179	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1180	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1181	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1182	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1183	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1184	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1185	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1186	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1187	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1188	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1189	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1190	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1191	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1192	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1193	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1194	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1195	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1196	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1197	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1198	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1199	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	
1200	04/29/15	12.35	Personal Care (CA)	John Doe		Hollywood, CA	WF 51012	12.35	

Engel v. Ngeles
Los Angeles, NY

NADIA/CHILDREN-RELATED OUTFLOWS SINCE MAY 2016 (SORTED BY DATE)

Ref	Date	Unmatched Amount	AP Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
1181	05/18/15	(2,348.30)	Lodging (CA)	Shore Hotel		Santa Monica, CA				WF #1032	(2,348.30)
1182	05/18/15	(300.00)	Merch's Book	Tatiana's Bookstore	2178					WF #5397	(300.00)
1183	05/18/15	(125.00)	Merch's Book	Tatiana's Bookstore	2194					WF #5397	(125.00)
1184	05/19/15	(890.00)	Children-related	Elena Lawson	2185					WF #5397	(890.00)
1185	05/19/15	(115.42)	Merch (CA)	Elena Lawson		Beverly Hills, CA				WF #1032	(115.42)
1186	05/19/15	(750.00)	Payments to Individuals - W.	Redino Rangel	2184					WF #5397	(750.00)
1187	05/19/15	(460.01)	Travel - Airfare	SW Airlines			LA to (V) Depart: 9/22 Pm: Manila-Sing			AMEX #6-81009/hd-81007	(460.01)
1188	05/20/15	(28.28)	Children Related	Walt Disney Store		Los Angeles, CA				WF #1032	(28.28)
1189	05/20/15	(28.28)	Children Related	Walt Disney Store		Los Angeles, CA				WF #1032	(28.28)
1190	05/20/15	(51.11)	Gas/Fuel (CA)	Chewon		Los Angeles, CA				WF #1032	(51.11)
1191	05/20/15	(267.09)	Merch (CA)	Walmart		Los Angeles, CA				WF #5397	(267.09)
1192	05/20/15	(51.79)	Merch (CA)	Walmart		Hollywood, CA				WF #1032	(51.79)
1193	05/20/15	(183.15)	Merch (CA)	Walmart		Los Angeles, CA				WF #1032	(183.15)
1194	05/21/15	(14.00)	Parking/Tolls/Fees (CA)	ADM Double Westfield Mall		Los Angeles, CA				WF #1032	(14.00)
1195	05/21/15	(42.00)	Personal Care (CA)	CT Hair		Hollywood, CA				WF #1032	(42.00)
1196	05/21/15	(40.81)	Gifts (CA)	BlackBerry Nova		Los Angeles, CA				WF #1032	(40.81)
1197	05/21/15	(5.00)	Parking/Tolls/Fees (CA)	LAX Airport Lot 2 B		Los Angeles, CA				WF #1032	(5.00)
1198	05/21/15	(100.00)	Personal Care (CA)	Adriana's Skin Care		Beverly Hills, CA				WF #1032	(100.00)
1199	05/21/15	(59.00)	Personal Care (CA)	My Hair		Beverly Hills, CA				WF #1032	(59.00)
1200	05/21/15	(1,288.00)	Personal Care (CA)	Vanessa Kim		Beverly Hills, CA				WF #1032	(1,288.00)
1201	05/23/15	(15.54)	Merch (CA)	Shirley's Hair		Los Angeles, CA				WF #1032	(15.54)
1202	05/23/15	(250.79)	Shopping (CA)	Salon		Los Angeles, CA				WF #1032	(250.79)
1203	05/23/15	(24.58)	Shopping (CA)	Shirley's Hair		Los Angeles, CA				WF #1032	(24.58)
1204	05/23/15	(15.33)	Shopping (CA)	Shirley's Hair		Los Angeles, CA				WF #1032	(15.33)
1205	05/23/15	(248.99)	Shopping (CA)	Shirley's Hair		Los Angeles, CA				WF #1032	(248.99)
1206	05/23/15	(21.07)	Merch (CA)	Shirley's Hair		Los Angeles, CA				WF #1032	(21.07)
1207	05/23/15	(34.00)	Shopping (CA)	Shirley's Hair		Los Angeles, CA				WF #1032	(34.00)
1208	05/23/15	(1,403.00)	Children Related	Elena Lawson	2178					WF #5397	(1,403.00)
1209	05/23/15	(7.00)	Merch (CA)	Shirley's Hair		Los Angeles, CA				WF #1032	(7.00)
1210	05/24/15	(40.00)	Personal Care (CA)	Shirley's Hair		Beverly Hills, CA				WF #1032	(40.00)
1211	05/24/15	(215.00)	Western Union	WU		Beverly Hills, CA				WF #1032	(215.00)
1212	05/27/15	(215.73)	Children Related	Walmart		Los Angeles, CA				WF #1032	(215.73)
1213	05/27/15	(287.43)	Children Related	Walmart		Los Angeles, CA				WF #1032	(287.43)
1214	05/27/15	(180.00)	Children Related	Walmart	2181		Notes/Don't			WF #5397	(180.00)
1215	05/27/15	(102.53)	Gas/Fuel (CA)	Chewon		Los Angeles, CA				WF #1032	(102.53)
1216	05/27/15	(300.00)	Merch's Book	Walmart	2189					WF #5397	(300.00)
1217	05/27/15	(15.00)	Parking/Tolls/Fees (CA)	Walmart		Los Angeles, CA				WF #1032	(15.00)
1218	05/27/15	(1,597.96)	Personal Care (CA)	Walmart		Beverly Hills, CA				WF #1032	(1,597.96)
1219	05/27/15	(275.53)	Shopping (CA)	Walmart		Beverly Hills, CA				WF #1032	(275.53)
1220	05/28/15	(82.84)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(82.84)
1221	05/28/15	(13.51)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(13.51)
1222	05/28/15	(131.73)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(131.73)
1223	05/28/15	(178.57)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(178.57)
1224	05/28/15	(83.15)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(83.15)
1225	05/28/15	(58.81)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(58.81)
1226	05/28/15	(52.49)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(52.49)
1227	05/28/15	(184.23)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(184.23)
1228	05/28/15	(1.50)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(1.50)
1229	05/28/15	(28.00)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(28.00)
1230	05/28/15	(272.00)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(272.00)
1231	05/28/15	(196.92)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(196.92)
1232	05/28/15	(190.00)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(190.00)
1233	05/28/15	(447.00)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(447.00)
1234	05/28/15	(62.72)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(62.72)
1235	05/28/15	(100.00)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(100.00)
1236	05/28/15	(142.00)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(142.00)
1237	05/28/15	(15,000.00)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(15,000.00)
1238	05/28/15	(21.49)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(21.49)
1239	05/28/15	(330.23)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(330.23)
1240	05/28/15	(1.50)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(1.50)
1241	05/28/15	(1.50)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(1.50)
1242	05/28/15	(170.00)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(170.00)
1243	05/28/15	(158.19)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(158.19)
1244	05/28/15	(110.00)	Merch (CA)	Walmart		Beverly Hills, CA				WF #1032	(110.00)

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Kogod v. Kogod
Los Angeles, NY

NADYA/CHILDREN RELATED OUTFLOWS SINCE MAY 2014 (SORTED BY DATE)

Ref	Date	Unreconciled Amounts	AF Category	Description			Inflow		Outflow		
				Source / Use	Check Number	Location	Notes	Amount	Amount	Account	Amount
1310	06/18/15	(82.84)	Pharmacy (CA)	CVS Pharmacy		Los Angeles, CA				WF #1031	(82.84)
1311	06/19/15	(152.40)	Shopping (CA)	Crane & Barrel		Los Angeles, CA				WF #1032	(152.40)
1312	06/19/15	(241.33)	Shopping (CA)	HomeGoods		Los Angeles, CA				WF #1033	(241.33)
1313	06/20/15	(98.74)	Personal Care (CA)	Walgreens		Los Angeles, CA				WF #1034	(98.74)
1314	06/20/15	(45.00)	Personal Care (CA)	Walgreens		Los Angeles, CA				WF #1035	(45.00)
1315	06/22/15	(7,500.00)	Legal fees - divorce (Nadya related)	Sharon Sandler		Los Angeles, CA				WF #1036	(7,500.00)
1316	06/22/15	(650.00)	Children related	Elana Lawson	2134					WF #1037	(650.00)
1317	06/23/15	(83.78)	Meals (CA)	Lamonts		Los Angeles, CA				WF #1038	(83.78)
1318	06/23/15	(27.43)	Meals (CA)	Lamonts		Los Angeles, CA				WF #1039	(27.43)
1319	06/23/15	(500.00)	Nadya's Book	Tatiana Hrynkova	2253					WF #1040	(500.00)
1320	06/23/15	(1,000.00)	Payments to individuals - N. Katerina/Kogod	Nadya Katerina	2257					WF #1041	(1,000.00)
1321	06/23/15	(2,500.00)	Payments to individuals - N. Katerina/Kogod	Nadya Katerina	2279					WF #1042	(2,500.00)
1322	06/23/15	(85.00)	Personal Care (CA)	Australia Skin Care		Beverly Hills, CA				WF #1043	(85.00)
1323	06/23/15	(45.00)	Personal Care (CA)	My Skin		Beverly Hills, CA				WF #1044	(45.00)
1324	06/24/15	(45.73)	Children related	Top Toyland		Los Angeles, CA				WF #1045	(45.73)
1325	06/24/15	(136.94)	Children related	Sharon Sandler		Los Angeles, CA				WF #1046	(136.94)
1326	06/24/15	(158.81)	Children related	Sharon Sandler		Los Angeles, CA				WF #1047	(158.81)
1327	06/24/15	(106.85)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF #1048	(106.85)
1328	06/24/15	(10,873.20)	Insurance	First Knight Ins And		Los Angeles, CA				WF #1049	(10,873.20)
1329	06/24/15	(57.74)	Meals (CA)	BOB's Seafood		Los Angeles, CA				WF #1050	(57.74)
1330	06/24/15	(130.78)	Meals (CA)	Monarch Market		Los Angeles, CA				WF #1051	(130.78)
1331	06/24/15	(1,314.08)	Children related	Elana Lawson	2242					WF #1052	(1,314.08)
1332	06/24/15	(5,000.00)	Nadya's Book	Nadya Katerina	2248					WF #1053	(5,000.00)
1333	06/24/15	(197.10)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF #1054	(197.10)
1334	06/24/15	(10,000.00)	Legal fees - divorce (Nadya related)	Sharon Sandler		Los Angeles, CA				WF #1055	(10,000.00)
1335	06/24/15	(5,595.00)	Nadya's Book	America's Top Model		Los Angeles, CA				WF #1056	(5,595.00)
1336	06/24/15	(1,745.37)	Shopping (CA)	Red Bull & Beyond		Los Angeles, CA				WF #1057	(1,745.37)
1337	06/27/15	(5.00)	Partying/Entertainment	Beach Lot Parking		Santa Monica, CA				WF #1058	(5.00)
1338	06/27/15	(205.15)	Entertainment (CA)	Balloon Celebrations		Santa Monica, CA				WF #1059	(205.15)
1339	06/27/15	(41.61)	Entertainment (CA)	Balloon Celebrations		Santa Monica, CA				WF #1060	(41.61)
1340	06/28/15	(37.30)	Meals (CA)	The City Market Kitchen		Santa Monica, CA				WF #1061	(37.30)
1341	06/28/15	(190.00)	Personal Care (CA)	Cherry Day and Night Spa		Los Angeles, CA				WF #1062	(190.00)
1342	06/28/15	(255.23)	Shopping (CA)	Planet Blue		Santa Monica, CA				WF #1063	(255.23)
1343	06/28/15	(79.37)	Shopping (CA)	Planet Blue		Santa Monica, CA				WF #1064	(79.37)
1344	06/29/15	(80.73)	Meals (CA)	La Park		Hollywood, CA				WF #1065	(80.73)
1345	06/29/15	(70.00)	Personal Care (CA)	Australia Skin Care		Beverly Hills, CA				WF #1066	(70.00)
1346	06/29/15	(340.00)	Personal Care (CA)	Longwell Studios		Beverly Hills, CA				WF #1067	(340.00)
1347	06/29/15	(65.00)	Personal Care (CA)	My Skin		Beverly Hills, CA				WF #1068	(65.00)
1348	06/29/15	(2,291.10)	Travel - Airfare	United Airlines			Mr & Mrs Kogod TKT: 01624531441444 D: 7/6 To: Madrid Barajas from: LA			AMEX #81009740	(2,291.10)
1349	06/30/15	(2,291.10)	Travel - Airfare	United Airlines			Don't know TKT: 01624531441444 D: 7/6 To: Madrid Barajas from: LA			AMEX #81009740	(2,291.10)
1350	06/30/15	(4,778.10)	Travel - Airfare	United Airlines			Mr & Mrs Kogod TKT: 01624531441444 D: 7/6 To: Madrid Barajas from: LA			AMEX #81009740	(4,778.10)
1351	06/30/15	(4,778.10)	Travel - Airfare	United Airlines			Mr & Mrs Kogod TKT: 01624531441444 D: 7/6 To: Madrid Barajas from: LA			AMEX #81009740	(4,778.10)
1352	07/01/15	(78.00)	Auto Related - Mercedes	Mercedes Mercedes						WF #1069	(78.00)
1353	07/01/15	(122.76)	Groceries (CA)	Chowon		Los Angeles, CA				WF #1070	(122.76)
1354	07/01/15	(209.23)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF #1071	(209.23)
1355	07/01/15	(114.00)	Personal Care (CA)	Unilever P/L		Beverly Hills, CA				WF #1072	(114.00)
1356	07/01/15	(290.00)	Personal Care (CA)	Delta Loma Spa		Beverly Hills, CA				WF #1073	(290.00)
1357	07/01/15	(210.69)	Children related	Cashmere Beverly Hills		Beverly Hills, CA				WF #1074	(210.69)
1358	07/01/15	(18.78)	Meals (CA)	La Park		Beverly Hills, CA				WF #1075	(18.78)
1359	07/01/15	(154.74)	Shopping (CA)	La Park		Beverly Hills, CA				WF #1076	(154.74)
1360	07/01/15	(293.32)	Shopping (CA)	La Park		Beverly Hills, CA				WF #1077	(293.32)
1361	07/01/15	(1,238.00)	Children related	Elana Lawson	2168					WF #1078	(1,238.00)
1362	07/01/15	(370.00)	Personal Care (CA)	Beverly Hills and Design		Beverly Hills, CA				WF #1079	(370.00)
1363	07/01/15	(350.00)	Personal Care (CA)	Beverly Hills and Design		Beverly Hills, CA				WF #1080	(350.00)
1364	07/01/15	(2,413.40)	Travel - Airfare	Delta Operadora			Mr & Mrs Kogod TKT: 01624531441444 D: 7/6 To: Madrid Barajas from: LA			AMEX #81009740	(2,413.40)
1365	07/01/15	(2,413.40)	Travel - Airfare	Delta Operadora			Mr & Mrs Kogod TKT: 01624531441444 D: 7/6 To: Madrid Barajas from: LA			AMEX #81009740	(2,413.40)
1366	07/01/15	(2,413.40)	Travel - Airfare	Delta Operadora			Mr & Mrs Kogod TKT: 01624531441444 D: 7/6 To: Madrid Barajas from: LA			AMEX #81009740	(2,413.40)

Kagad v. Kagad
Los Angeles, NY

WADWA/CHILDREN-RELATED OUTFLOWS SINCE MAY 2014 (SORTED BY DATE)

Ref	Date	Unreconciled Amounts	AF Category	Description			Inflows		Outflows		
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
1367	07/03/15	(2,473.40)	Travel - Airfare	Travel Operations			Ym Alencia From: LA Hwa Khappa & TRT: 0275652230436 06 27/15	AMER 40-81007/40-82007	-	AMER 40-81007/40-82007	(2,423.40)
1368	07/03/15	(77.40)	Shopping (CA)	Mordstrom		Los Angeles, CA		WF 1032	-	WF 1032	(77.40)
1369	07/03/15	(116.73)	Dress & Subscriptions (CA)	The Econchide		Los Angeles, CA		WF 1032	-	WF 1032	(116.73)
1370	07/03/15	(51.60)	Meat (CA)	Sam's		Los Angeles, CA		WF 1032	-	WF 1032	(51.60)
1371	07/03/15	(400.00)	Wade's Book	Wade's Book	2001			WF 1032	-	WF 1032	(400.00)
1372	07/06/14	(43.00)	Personal Care (CA)	My Blue		Beverly Hills, CA		WF 1032	-	WF 1032	(43.00)
1373	07/06/15	(517.74)	Shopping (CA)	Barneys New York		Beverly Hills, CA		WF 1032	-	WF 1032	(517.74)
1374	07/06/15	2,291.10	Travel - Airfare	United Airlines - Refund			Florian Hapson	AMER 40-81007/40-82007	2,291.10		
1375	07/06/15	2,291.10	Travel - Airfare	United Airlines - Refund			Hla Khappa	AMER 40-81007/40-82007	2,291.10		
1376	07/06/15	2,291.10	Travel - Airfare	United Airlines - Refund			Daria Khappa	AMER 40-81007/40-82007	2,291.10		
1377	07/07/15	(0.95)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(0.95)
1378	07/07/15	(22.52)	Spending (International)	AMER ADULT STAMPS		ES		WF 1032	-	WF 1032	(22.52)
1379	07/07/15	(4.18)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(4.18)
1380	07/07/15	(154.43)	Spending (International)	RESTAURANTE TORRADOR		ES		WF 1032	-	WF 1032	(154.43)
1381	07/07/15	(2.59)	Bank Fees: Foreign Transaction	Foreign Currency Fee	2268			WF 1032	-	WF 1032	(2.59)
1382	07/07/15	(1,000.00)	Spending (International)	EL CASTILLO		ES		WF 1032	-	WF 1032	(1,000.00)
1383	07/07/15	(66.23)	Spending (International)	EVAN CASTILLO		ES		WF 1032	-	WF 1032	(66.23)
1384	07/07/15	(142.00)	Spending (International)	LA BOTIGA PRODUCTES ARTS		ES		WF 1032	-	WF 1032	(142.00)
1385	07/07/15	(113.60)	Spending (International)	LA BOTIGA PRODUCTES ARTS		ES		WF 1032	-	WF 1032	(113.60)
1386	07/07/15	(7.75)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(7.75)
1387	07/07/15	(8.74)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(8.74)
1388	07/07/15	(2.49)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(2.49)
1389	07/07/15	(4.87)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(4.87)
1390	07/07/15	(91.53)	Spending (International)	ASUL		ES		WF 1032	-	WF 1032	(91.53)
1391	07/07/15	(82.83)	Spending (International)	PACU FORTO ESTETICA PE ALTA		ES		WF 1032	-	WF 1032	(82.83)
1392	07/07/15	(131.42)	Spending (International)	RESTAURANTE LA CALDERASIA		ES		WF 1032	-	WF 1032	(131.42)
1393	07/07/15	(102.25)	Spending (International)	SUPER MARS MARS ALTA		ES		WF 1032	-	WF 1032	(102.25)
1394	07/07/15	(2.90)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(2.90)
1395	07/07/15	(1.84)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(1.84)
1396	07/07/15	(1.90)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(1.90)
1397	07/07/15	(54.51)	Spending (International)	GASOLINERAS HERMANOS RECH		ES		WF 1032	-	WF 1032	(54.51)
1398	07/07/15	(10.56)	Spending (International)	SAN-RESTAURANTE LA SERENA		ES		WF 1032	-	WF 1032	(10.56)
1399	07/07/15	(40.82)	Spending (International)	TUNISMO SOL		ES		WF 1032	-	WF 1032	(40.82)
1400	07/07/15	(1.85)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(1.85)
1401	07/07/15	(5.09)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(5.09)
1402	07/07/15	(8.36)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(8.36)
1403	07/07/15	(108.00)	Spending (International)	RESTAURANTE LA SERENA		Los Angeles, CA		WF 1032	-	WF 1032	(108.00)
1404	07/07/15	(10.54)	Spending (International)	RESTAURANTE LA SERENA		PT		WF 1032	-	WF 1032	(10.54)
1405	07/07/15	(111.88)	Spending (International)	RESTAURANTE LA SERENA		PT		WF 1032	-	WF 1032	(111.88)
1406	07/07/15	(10.46)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(10.46)
1407	07/07/15	(1.85)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(1.85)
1408	07/07/15	(2.05)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(2.05)
1409	07/07/15	(10.39)	Spending (International)	AVELEDA SHOP		PT		WF 1032	-	WF 1032	(10.39)
1410	07/07/15	(10.82)	Spending (International)	BOUCHARD AGNOTURISMO		PT		WF 1032	-	WF 1032	(10.82)
1411	07/07/15	(10.82)	Spending (International)	HOTEL RURAL CASA VISCOSA		PT		WF 1032	-	WF 1032	(10.82)
1412	07/07/15	(1.13)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(1.13)
1413	07/07/15	(1.05)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(1.05)
1414	07/07/15	(1.83)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(1.83)
1415	07/07/15	(1.83)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(1.83)
1416	07/07/15	(1.83)	Bank Fees: Foreign Transaction	Foreign Currency Fee				WF 1032	-	WF 1032	(1.83)
1417	07/07/15	(10.20)	Spending (International)	A.S. CELEBRITY		PT		WF 1032	-	WF 1032	(10.20)
1418	07/07/15	(10.20)	Spending (International)	CELEBRITY		PT		WF 1032	-	WF 1032	(10.20)
1419	07/07/15	(10.20)	Spending (International)	CELEBRITY		PT		WF 1032	-	WF 1032	(10.20)
1420	07/07/15	(10.20)	Spending (International)	CELEBRITY		PT		WF 1032	-	WF 1032	(10.20)
1421	07/07/15	(10.20)	Spending (International)	CELEBRITY		PT		WF 1032	-	WF 1032	(10.20)
1422	07/07/15	(10.20)	Spending (International)	CELEBRITY		PT		WF 1032	-	WF 1032	(10.20)
1423	07/07/15	(10.20)	Spending (International)	CELEBRITY		PT		WF 1032	-	WF 1032	(10.20)
1424	07/07/15	(10.20)	Spending (International)	CELEBRITY		PT		WF 1032	-	WF 1032	(10.20)
1425	07/07/15	(10.20)	Spending (International)	CELEBRITY		PT		WF 1032	-	WF 1032	(10.20)
1426	07/07/15	(10.20)	Spending (International)	CELEBRITY		PT		WF 1032	-	WF 1032	(10.20)
1427	07/07/15	(10.20)	Spending (International)	CELEBRITY		PT		WF 1032	-	WF 1032	(10.20)

NADYA/THE DASH-RELATED OUTFLOWS SINCE MAY 2014 (SORTED BY DATE)

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NADIA/CHILDREN-RELATED OUTFLOWS SINCE MAY 2014 (SORTED BY DATE)

Ref	Date	Unmatched Amount	AT Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
1492	07/30/15	(161.08)	Meals (NY)	Ale - John Serrano		Las Vegas, NV				WF x1031	(161.08)
1493	07/30/15	(55.43)	Meals (NY)	Ale - NY		Las Vegas, NV				WF x1032	(55.43)
1494	07/30/15	(314.65)	Meals (NY)	Cosmo Pool & Hot & Dining		Las Vegas, NV				WF x1032	(314.65)
1495	07/30/15	(294.52)	Meals (NY)	The Buffet		NY				WF x1032	(294.52)
1496	07/31/15	(14.00)	Auto Related - Mercedes	Mercedes At Road						WF x1032	(14.00)
1497	07/31/15	(58.18)	Gas/Fuel (CA)	Essex Mall		Ontario, CA				WF x1032	(58.18)
1498	07/31/15	(217.16)	Laundry (NY)	Villava - Credit Card		Las Vegas, NV				WF x1032	(217.16)
1499	07/31/15	(15.07)	Meals (CA)	Mad Greek		Bakers, CA				WF x1032	(15.07)
1500	07/31/15	(108.70)	Meals (CA)	Mad Greek		Bakers, CA				WF x1032	(108.70)
1501	07/31/15	(8.04)	Meals (NY)	The Buffet		NY				WF x1032	(8.04)
1502	08/01/15	(45.00)	Personal Care (CA)	My Blow		Beverly Hills, CA				WF x1032	(45.00)
1503	08/02/15	(12.86)	Gas/Fuel (CA)	Chercon		Los Angeles, CA				WF x1032	(12.86)
1504	08/04/15	(100.00)	Meals (CA)	Tastiana Mykonos	2282					WF x1032	(100.00)
1505	08/09/15	(1.00)	Parking/Tolls/Fines (CA)	LAZ Parking		Los Angeles, CA				WF x1032	(1.00)
1506	08/09/15	(84.88)	Shopping (CA)	Marshall's		Los Angeles, CA				WF x1032	(84.88)
1507	08/09/15	(136.20)	Shopping (CA)	Best Store		Los Angeles, CA				WF x1032	(136.20)
1508	08/09/15	(83.25)	Shopping (CA)	Best Store		Los Angeles, CA				WF x1032	(83.25)
1509	08/09/15	(137.23)	Shopping (CA)	John's Fish & Seafood		Los Angeles, CA				WF x1032	(137.23)
1510	08/09/15	(245.00)	Children Related	John's Fish & Seafood	2180					WF x1032	(245.00)
1511	08/09/15	(45.00)	Personal Care (CA)	My Blow		Beverly Hills, CA				WF x1032	(45.00)
1512	08/09/15	(77.37)	Meals (CA)	Archer Dill		Hollywood, CA				WF x1032	(77.37)
1513	08/09/15	(20.71)	Meals (CA)	Archer Dill		Hollywood, CA				WF x1032	(20.71)
1514	08/09/15	(2.00)	Parking/Tolls/Fines (CA)	LAZ Parking		Los Angeles, CA				WF x1032	(2.00)
1515	08/09/15	(80.00)	Personal Care (CA)	OT Health		Hollywood, CA				WF x1032	(80.00)
1516	08/09/15	(136.20)	Shopping (CA)	Marshall's		Los Angeles, CA				WF x1032	(136.20)
1517	08/09/15	(122.87)	Shopping (CA)	Target		Los Angeles, CA				WF x1032	(122.87)
1518	08/09/15	(1,044.03)	Children Related	Beverly Hills Ballroom		Los Angeles, CA				WF x1032	(1,044.03)
1519	08/09/15	(78.35)	Gas/Fuel (CA)	Chercon		Los Angeles, CA				WF x1032	(78.35)
1520	08/09/15	(85.08)	Meals (CA)	Trader Joe's		Los Angeles, CA				WF x1032	(85.08)
1521	08/09/15	(100.00)	Medical (CA)	Freemont Hospital		Los Angeles, CA				WF x1032	(100.00)
1522	08/09/15	(1.00)	Parking/Tolls/Fines (CA)	LAZ Parking		Los Angeles, CA				WF x1032	(1.00)
1523	08/09/15	(28.75)	Shopping (CA)	Best Store		Los Angeles, CA				WF x1032	(28.75)
1524	08/09/15	(24.37)	Shopping (CA)	Best Store		Los Angeles, CA				WF x1032	(24.37)
1525	08/09/15	(7.00)	Parking/Tolls/Fines (CA)	LAZ Parking		Los Angeles, CA				WF x1032	(7.00)
1526	08/09/15	(141.38)	Meals (CA)	Archer Dill		Los Angeles, CA				WF x1032	(141.38)
1527	08/09/15	(13.00)	Parking/Tolls/Fines (CA)	LAZ Parking		Los Angeles, CA				WF x1032	(13.00)
1528	08/10/15	(276.00)	Children Related	John's Fish & Seafood	2281					WF x1032	(276.00)
1529	08/10/15	(125.00)	Meals (CA)	Archer Dill		Los Angeles, CA				WF x1032	(125.00)
1530	08/10/15	(100.00)	Meals (CA)	Tastiana Mykonos	2280					WF x1032	(100.00)
1531	08/10/15	(64.00)	Personal Care (CA)	Bella Lora Spa		Beverly Hills, CA				WF x1032	(64.00)
1532	08/10/15	(119.30)	Shopping (CA)	Archer Dill		Los Angeles, CA				WF x1032	(119.30)
1533	08/10/15	(124.88)	Gas/Fuel (CA)	Chercon		Los Angeles, CA				WF x1032	(124.88)
1534	08/10/15	(102.88)	Meals (CA)	Archer Dill		Los Angeles, CA				WF x1032	(102.88)
1535	08/10/15	(103.02)	Meals (CA)	Archer Dill		Los Angeles, CA				WF x1032	(103.02)
1536	08/10/15	(93.14)	Meals (CA)	Archer Dill		Los Angeles, CA				WF x1032	(93.14)
1537	08/10/15	(93.14)	Meals (CA)	Archer Dill		Los Angeles, CA				WF x1032	(93.14)
1538	08/10/15	(64.31)	Children Related	Archer Dill		Los Angeles, CA				WF x1032	(64.31)
1539	08/10/15	(178.78)	Meals (CA)	Archer Dill		Los Angeles, CA				WF x1032	(178.78)
1540	08/10/15	(11.99)	Meals (CA)	Archer Dill		Los Angeles, CA				WF x1032	(11.99)
1541	08/10/15	(18.40)	Meals (CA)	Archer Dill		Los Angeles, CA				WF x1032	(18.40)
1542	08/10/15	(124.31)	Meals (CA)	Archer Dill		Los Angeles, CA				WF x1032	(124.31)
1543	08/10/15	(12.38)	Meals (CA)	Archer Dill		Los Angeles, CA				WF x1032	(12.38)
1544	08/10/15	(100.00)	Personal Care (CA)	Archer Dill		Los Angeles, CA				WF x1032	(100.00)
1545	08/10/15	(154.00)	Personal Care (CA)	Archer Dill		Los Angeles, CA				WF x1032	(154.00)
1546	08/10/15	(140.00)	Personal Care (CA)	Archer Dill		Los Angeles, CA				WF x1032	(140.00)
1547	08/10/15	(12.80)	Shopping (CA)	Archer Dill		Los Angeles, CA				WF x1032	(12.80)
1548	08/10/15	(12.31)	Shopping (CA)	Archer Dill		Los Angeles, CA				WF x1032	(12.31)
1549	08/10/15	(132.16)	Meals (CA)	Archer Dill		Los Angeles, CA				WF x1032	(132.16)
1550	08/10/15	(12.31)	Meals (CA)	Archer Dill		Los Angeles, CA				WF x1032	(12.31)
1551	08/10/15	(45.00)	Personal Care (CA)	Archer Dill		Los Angeles, CA				WF x1032	(45.00)
1552	08/10/15	(34.02)	Shopping (CA)	Archer Dill		Los Angeles, CA				WF x1032	(34.02)
1553	08/10/15	(112.14)	Children Related	Archer Dill		Los Angeles, CA				WF x1032	(112.14)
1554	08/10/15	(118.74)	Children Related	Archer Dill		Los Angeles, CA				WF x1032	(118.74)
1555	08/10/15	(174.35)	Children Related	Archer Dill		Los Angeles, CA				WF x1032	(174.35)
1556	08/10/15	(181.00)	Children Related	Archer Dill		Los Angeles, CA				WF x1032	(181.00)
1557	08/10/15	(15.00)	Gas/Fuel (CA)	Archer Dill		Los Angeles, CA				WF x1032	(15.00)

NADIA/CHILDREN-RELATED OUTFLOWS SINCE MAY 2014 (SORTED BY DATE)

Ref	Date	Unmatched Amounts	AT Category	Description				Inflows		Outflows	
				Source / Use	Check number	Location	Notes	Account	Amount	Account	Amount
1554	08/17/15	(280.18)	Grceries (CA)	Delia's Home		Hollywood, CA				WF #1032	(280.18)
1555	08/17/15	(100.00)	Madie's Book	Madie's Book	2284					WF #1032	(100.00)
1560	08/17/15	(5.00)	Packing/Tolls/Fines (CA)	Wentworth Pavilion Garage		Los Angeles, CA				WF #1032	(5.00)
1561	08/18/15	(1,083.15)	Children Related	Barry's 18th Birthday		Los Angeles, CA				WF #1032	(1,083.15)
1562	08/18/15	(62.30)	Gas/Fuel (CA)	Chevron		Los Angeles, CA				WF #1032	(62.30)
1563	08/18/15	(152.22)	Grceries (CA)	Los Angeles		Los Angeles, CA				WF #1032	(152.22)
1564	08/18/15	(30.80)	Insurance - Madie's	Time Insurance - Madie's Health Good						WF #1032	(30.80)
1565	08/18/15	(1,055.10)	Insurance - Madie's	Time Insurance - Madie's Health Good						WF #1032	(1,055.10)
1566	08/18/15	(48.00)	Personal Care (CA)	My Blow		Beverly Hills, CA				WF #1032	(48.00)
1567	08/19/15	(623.92)	Personal Care (CA)	Debra Lee Spa		Beverly Hills, CA				WF #1032	(623.92)
1568	08/20/15	(587.11)	Children Related	Twinkl		Sherman Oaks, CA				WF #1032	(587.11)
1569	08/20/15	(24.78)	Meals (CA)	Jackie's Home		Sherman Oaks, CA				WF #1032	(24.78)
1570	08/20/15	(124.23)	Children Related	Twinkl		Sherman Oaks, CA		WF #1032	124.23		
1571	08/20/15	(70.91)	Shopping (CA)	Sherman Oaks		Sherman Oaks, CA				WF #1032	(70.91)
1572	08/21/15	(128.52)	Grceries (CA)	Delia's Home		Pacific Palms, CA				WF #1032	(128.52)
1573	08/21/15	(123.00)	Meals (CA)	Delia's Home		Pacific Palms, CA				WF #1032	(123.00)
1574	08/22/15	(84.17)	Grceries (CA)	Wholesale		Beverly Hills, CA				WF #1032	(84.17)
1575	08/22/15	(45.00)	Personal Care (CA)	My Blow		Beverly Hills, CA				WF #1032	(45.00)
1576	08/24/15	(86.00)	Children Related	Twinkl	1286					WF #1032	(86.00)
1577	08/24/15	(1,000.00)	Packing/Tolls/Fines (CA)	Wentworth Pavilion Garage		Hollywood, CA				WF #1032	(1,000.00)
1578	08/25/15	(100.00)	Children Related	Twinkl	2210					WF #1032	(100.00)
1579	08/25/15	(102.00)	Personal Care (CA)	Beverly Hills Salon Design		Beverly Hills, CA				WF #1032	(102.00)
1580	08/25/15	(145.00)	Personal Care (CA)	My Blow		Beverly Hills, CA				WF #1032	(145.00)
1581	08/26/15	(149.78)	Grceries (CA)	Wholesale		Los Angeles, CA				WF #1032	(149.78)
1582	08/28/15	(141.17)	Grceries (CA)	Wholesale		Los Angeles, CA				WF #1032	(141.17)
1583	08/28/15	(1,000.00)	Legal Fees - Children Related	Phillips and Johnson LLP		Los Angeles, CA				WF #1032	(1,000.00)
1584	08/28/15	(1,000.00)	Legal Fees - Children Related	Phillips and Johnson LLP		Los Angeles, CA				WF #1032	(1,000.00)
1585	08/28/15	(1,000.00)	Legal Fees - Children Related	Phillips and Johnson LLP	2280					WF #1032	(1,000.00)
1586	08/28/15	(145.00)	Personal Care (CA)	My Blow		Beverly Hills, CA				WF #1032	(145.00)
1587	08/28/15	(147.10)	Shopping (CA)	Wentworth Pavilion Garage		Los Angeles, CA				WF #1032	(147.10)
1588	08/28/15	(145.00)	Personal Care (CA)	My Blow		Beverly Hills, CA				WF #1032	(145.00)
1589	08/29/15	(11.96)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(11.96)
1590	08/29/15	(122.35)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(122.35)
1591	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1592	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1593	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1594	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1595	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1596	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1597	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1598	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1599	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1600	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1601	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1602	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1603	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1604	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1605	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1606	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1607	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1608	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1609	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1610	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1611	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1612	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1613	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1614	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1615	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1616	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1617	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1618	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1619	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1620	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1621	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1622	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1623	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)
1624	08/29/15	(124.00)	Meals (CA)	My Blow		Beverly Hills, CA				WF #1032	(124.00)

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HADY & CHILDREN-RELATED OUTFLIOWS SINCE MAY 2015 (SORTED BY DATE)

Ref	Date	Unmatched Amounts	AF Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
1679	10/02/15	(73.53)	Personal Care (CA)	Partying Due Center		Beverly Hills, CA				WF #1032	(73.53)
1680	10/02/15	(45.00)	Personal Care (CA)	The H Salps		Beverly Hills, CA				WF #1032	(45.00)
1681	10/03/15	(157.71)	Adults (CA)	Tri Di Noi Restaurant		Malibu, CA				WF #1032	(157.71)
1682	10/04/15	(265.71)	Children Related	Wason-Kids		CA				WF #1032	(155.71)
1683	10/04/15	(82.84)	Shopping (CA)	Shops		CA				WF #1032	(82.84)
1684	10/05/15	(116.89)	Gas/Fuel (CA)	Cherwin		Los Angeles, CA				WF #1032	(116.89)
1685	10/05/15	(345.07)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF #1032	(345.07)
1686	10/05/15	(146.00)	Personal Care (CA)	Bella Lora Spa		Beverly Hills, CA				WF #1032	(146.00)
1687	10/05/15	(247.74)	Shopping (CA)	Helmman Marisco		Beverly Hills, CA				WF #1032	(247.74)
1688	10/05/15	(45.79)	Shopping (CA)	Helmman Marisco		Beverly Hills, CA				WF #1032	(45.79)
1689	10/06/15	(119.80)	Personal Care (CA)	My Blow		Los Angeles, CA				WF #1032	(119.80)
1690	10/06/15	(119.80)	Personal Care (CA)	My Blow		Los Angeles, CA				WF #1032	(119.80)
1691	10/07/15	(189.77)	Meals (CA)	La Pasa Grill		Hollywood, CA				WF #1032	(189.77)
1692	10/07/15	(1,300.00)	Personal Care (CA)	Bella Lora Spa		Beverly Hills, CA				WF #1032	(1,300.00)
1693	10/07/15	(150.10)	Personal Care (CA)	Helmman Marisco		Beverly Hills, CA				WF #1032	(150.10)
1694	10/08/15	(467.75)	Shopping (CA)	Shops		CA				WF #1032	(467.75)
1695	10/09/15	(195.00)	Personal Care (CA)	Wally's Hair Salon		Beverly Hills, CA				WF #1032	(195.00)
1696	10/09/15	(1,378.75)	Shopping (CA)	Shops		CA				WF #1032	(1,378.75)
1697	10/13/15	(63.75)	Shopping (CA)	Rite Aid		Newport Beach, CA				WF #1032	(63.75)
1698	10/13/15	(87.37)	Gas/Fuel (CA)	Cherwin		Los Angeles, CA				WF #1032	(87.37)
1699	10/13/15	(127.78)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF #1032	(127.78)
1700	10/13/15	(138.26)	Shopping (CA)	Helmman Marisco		Beverly Hills, CA				WF #1032	(138.26)
1701	10/13/15	(71.80)	Meals (CA)	W Pizzeria		Beverly Hills, CA				WF #1032	(71.80)
1702	10/14/15	(113.69)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF #1032	(113.69)
1703	10/14/15	(202.45)	Personal Care (CA)	Bella Lora Spa		Beverly Hills, CA				WF #1032	(202.45)
1704	10/15/15	(113.75)	Bank Fees/Interest	Interest Charge on Purchase						WF #1032	(113.75)
1705	10/16/15	(135.00)	Personal Care (CA)	My Blow		Beverly Hills, CA				WF #1032	(135.00)
1706	10/16/15	(164.20)	Meals (CA)	Shops		Los Angeles, CA				WF #1032	(164.20)
1707	10/20/15	(110.17)	Gas/Fuel (CA)	Cherwin		Los Angeles, CA				WF #1032	(110.17)
1708	10/21/15	(2.00)	Parking/Tolls/Fees (CA)	LA City Parking		Los Angeles, CA				WF #1032	(2.00)
1709	10/21/15	(115.00)	Unintegrated	LA City Parking		Los Angeles, CA				WF #1032	(115.00)
1710	10/21/15	(108.00)	Personal Care (CA)	LA City Parking		Los Angeles, CA				WF #1032	(108.00)
1711	10/22/15	(134.67)	Shopping (CA)	Shops		Hollywood, CA				WF #1032	(134.67)
1712	10/22/15	(1,231.67)	Entertainment (CA)	Radio City Music		Los Angeles, CA				WF #1032	(1,231.67)
1713	10/23/15	(127.27)	Gas/Fuel (CA)	Cherwin		Los Angeles, CA				WF #1032	(127.27)
1714	10/23/15	(245.98)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF #1032	(245.98)
1715	10/24/15	(15.00)	Personal Care (CA)	My Blow		Beverly Hills, CA				WF #1032	(15.00)
1716	10/24/15	(17.03)	Shopping (CA)	Shops		Beverly Hills, CA				WF #1032	(17.03)
1717	10/24/15	(119.00)	Personal Care (CA)	Beverly Hills Hair Design		Beverly Hills, CA				WF #1032	(119.00)
1718	10/24/15	(119.00)	Personal Care (CA)	My Blow		Beverly Hills, CA				WF #1032	(119.00)
1719	10/24/15	(104.84)	Shopping (CA)	Helmman Marisco		Beverly Hills, CA				WF #1032	(104.84)
1720	10/25/15	(17.00)	Unintegrated	Unintegrated Family Plan		Modesto, CA				WF #1032	(17.00)
1721	10/25/15	(20.00)	Unintegrated	Unintegrated Family Plan		Modesto, CA				WF #1032	(20.00)
1722	10/25/15	(58.78)	Gas/Fuel (CA)	Shops		Los Angeles, CA				WF #1032	(58.78)
1723	10/25/15	(107.88)	Groceries (CA)	Trader Joe's		Los Angeles, CA				WF #1032	(107.88)
1724	10/25/15	(1.00)	Parking/Tolls/Fees (CA)	LA City Parking		Los Angeles, CA				WF #1032	(1.00)
1725	10/25/15	(171.91)	Shopping (CA)	Helmman Marisco		Beverly Hills, CA				WF #1032	(171.91)
1726	10/25/15	(194.16)	Shopping (CA)	Shops		Los Angeles, CA				WF #1032	(194.16)
1727	10/25/15	(128.00)	Auto Related - Maintenance	Maintenance at Trade		Beverly Hills, CA				WF #1032	(128.00)
1728	10/25/15	(128.00)	Personal Care (CA)	My Blow		Beverly Hills, CA				WF #1032	(128.00)
1729	10/25/15	(128.00)	Shopping (CA)	Shops		Hollywood, CA				WF #1032	(128.00)
1730	11/01/15	(121.11)	Meals (CA)	Dalhousie 2 Inc		Beverly Hills, CA				WF #1032	(121.11)
1731	11/02/15	(121.00)	Parking/Tolls/Fees (CA)	LA City Parking		Los Angeles, CA				WF #1032	(121.00)
1732	11/02/15	(121.00)	Parking/Tolls/Fees (CA)	LA City Parking		Los Angeles, CA				WF #1032	(121.00)
1733	11/04/15	(121.00)	Entertainment (CA)	Shops at Home		Los Angeles, CA				WF #1032	(121.00)
1734	11/04/15	(111.64)	Gas/Fuel (CA)	Cherwin		Los Angeles, CA				WF #1032	(111.64)
1735	11/04/15	(121.00)	Parking/Tolls/Fees (CA)	LA City Parking		Los Angeles, CA				WF #1032	(121.00)
1736	11/04/15	(121.00)	Parking/Tolls/Fees (CA)	LA City Parking		Los Angeles, CA				WF #1032	(121.00)
1737	11/04/15	(121.00)	Personal Care (CA)	Bella Lora Spa		Beverly Hills, CA				WF #1032	(121.00)
1738	11/06/15	(121.00)	Gas/Fuel (CA)	Cherwin		Los Angeles, CA				WF #1032	(121.00)
1739	11/06/15	(121.00)	Gas/Fuel (CA)	Cherwin		Los Angeles, CA				WF #1032	(121.00)
1740	11/07/15	(121.00)	Gas/Fuel (CA)	Cherwin		Los Angeles, CA				WF #1032	(121.00)
1741	11/07/15	(121.00)	Gas/Fuel (CA)	Cherwin		Los Angeles, CA				WF #1032	(121.00)
1742	11/07/15	(121.00)	Gas/Fuel (CA)	Cherwin		Los Angeles, CA				WF #1032	(121.00)
1743	11/07/15	(121.00)	Gas/Fuel (CA)	Cherwin		Los Angeles, CA				WF #1032	(121.00)

Kaplan, Roger
Los Angeles, CA

NADIA/CHERBIEH-RELATED OUTFLAYS SINCE MAY 2014 (SORTED BY DATE)

Ref	Date	Unreconciled Amount	AT Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
1744	11/07/15	(3.24)	Parking/Tolls/Fees (CA)	Marriott		San Diego, CA			-	WF #1032	(3.24)
1745	11/07/15	(58.50)	Shopping (CA)	For Book Fee		San Diego, CA			-	WF #1032	(58.50)
1746	11/07/15	(60.73)	Entertainment (CA)	Pacific Theatres		Los Angeles, CA			-	WF #1032	(60.73)
1747	11/07/15	(14.00)	Parking/Tolls/Fees (CA)	The Grove - Self Park		CA			-	WF #1032	(14.00)
1748	11/07/15	(11.00)	Parking/Tolls/Fees (CA)	The Grove - Self Park		CA			-	WF #1032	(11.00)
1749	11/07/15	(13.00)	Meals (CA)	Sprinkles Cupcakes		Los Angeles, CA			-	WF #1032	(13.00)
1750	11/07/15	(9.75)	Meals (CA)	Sprinkles Cupcakes		Los Angeles, CA			-	WF #1032	(9.75)
1751	11/07/15	(25.00)	Personal Care (CA)	My Shaw		Merced, CA			-	WF #1032	(25.00)
1752	11/19/15	(500.00)	Legal fees - divorce (Nadia related)	Platinum and Platinum III Payment					-	NADIA 66446	(500.00)
NET TOTAL		(687,156.83)									

EXHIBIT “2”

Kogod v. Kogod
Las Vegas, Nevada

EXAMPLES OF OUTFLOW GREATER THAN \$10,000 SINCE MAY 2014

Ref	Date	Year	Unsettled Amounts	AF Category	Source / Use	Check Number	Location	Notes	U.S. Bank USA Premier Variable Credit Line	U.S. Bank USA Investment Account
1	05/08/10	2010	(10,197.00)	Martha's Book	American Russian Media	1080				(10,197.00)
2	05/18/14	2014	(11,250.00)	Martha's Book	Martha's Book	1783		Ref: Chris Sparks		
3	06/05/14	2014	(220,153.72)	Auto Related - Luxury	2/Gala	1066				(220,153.72)
4	06/05/14	2014	(10,973.29)	Insurance	Federal Funds to First Knight Financial Inc. at Wells Fargo					(10,973.29)
5	07/07/14	2014	(12,000.00)	12 Mode, LLC	Federal funds to OneBlockEgg, Inc. At Bank of America					(12,000.00)
6	07/23/14	2014	(15,000.00)	Payments to individuals - Dennis Kogod	Dennis Kogod	1079				(15,000.00)
7	07/28/14	2014	(20,875.00)	12 Mode, LLC	OneBlockEgg	1087				(20,875.00)
8	08/19/14	2014	(10,000.00)	12 Mode, LLC	12 Mode	1115				(10,000.00)
9	08/19/14	2014	(40,000.00)	12 Mode, LLC	Federal funds to 12 Mode Designs LLC at Bank of America					(40,000.00)
10	08/23/14	2014	(10,000.00)	Payments to individuals - Dennis Kogod	Dennis Kogod	1117		Dennis Kogod		(10,000.00)
11	10/07/14	2014	(12,000.00)	12 Mode, LLC	12 Mode LLC	1087				(12,000.00)
12	10/10/14	2014	(81,000.00)	Prayer, Christine	Federal funds to Pray for Ukraine Productions at Bank of California					(81,000.00)
13	10/28/14	2014	(12,000.00)	12 Mode, LLC	12 Mode LLC	1143				(12,000.00)
14	11/10/14	2014	(50,000.00)	Payments to individuals - N. Kishinsky/Kogod	Natasha Kogod	1085				(50,000.00)
15	11/12/14	2014	(100,000.00)	Thomasina	Raymond S. Markovitch Trust	1081				(100,000.00)
16	11/17/14	2014	(10,000.00)	Auto Related - Luxury	Gentry Hills Bentley	1084		Balance V.B.		(10,000.00)
17	11/18/14	2014	(20,000.00)	Payments to individuals	Federal funds to Sergey Markovitch Trust					(20,000.00)
18	12/03/14	2014	(25,000.00)	12 Mode, LLC	Federal funds to 12 Mode Designs LLC at Bank of America					(25,000.00)
19	12/10/14	2014	(10,000.00)	Payments to individuals - N. Kishinsky/Kogod	Natasha Kogod	1078				(10,000.00)
20	12/13/14	2014	(14,000.00)	12 Mode, LLC	Federal funds to 12 Mode Designs LLC at Bank of America					(14,000.00)
21	01/21/15	2015	(12,500.00)	Martha's Book	Face Andromeda	1082				(12,500.00)
22	02/01/15	2015	(10,000.00)	Auto Related - Luxury	Federal Beverly Hills	1485		Deposit		(10,000.00)
23	02/12/15	2015	(14,000.00)	Jewelry/Watches	The Jewelers	1078				(14,000.00)
24	02/16/15	2015	(10,000.00)	Payments to individuals - Dennis Kogod	Kogod	1116				(10,000.00)
25	04/03/15	2015	(20,000.00)	Legal fees - Divorce (Martha related)	Philippe Jostner, LLP	2007		Retainer		(20,000.00)
26	04/03/15	2015	(10,000.00)	Payments to individuals - N. Kishinsky/Kogod	Natasha Kogod	2158				(10,000.00)
27	05/04/15	2015	(15,000.00)	Legal fees - Divorce (Martha related)	Valerie Rose PC					(15,000.00)
28	05/16/15	2015	(10,000.00)	Unregistered	Maya's Betanin					(10,000.00)
29	06/03/15	2015	(97,411.14)	Auto Related - Luxury	Reynolds LLC, Federal Bank					(97,411.14)
30	06/09/15	2015	(12,000.00)	Home related - Art (William ap)	Art Design Inc					(12,000.00)
31	06/24/15	2015	(10,873.10)	Insurance	First Knight Ins And					(10,873.10)
32	08/26/15	2015	(10,000.00)	Legal fees - Divorce (Martha related)	Sharon M. Selt					(10,000.00)
33	08/09/15	2015	(15,000.00)	Home related - Art (William ap)	Art Design Inc	1041			(15,000.00)	
34	09/13/15	2015	(10,318.00)	Home related - Art (William ap)	Art Design Inc	1702				(10,318.00)
35	09/23/15	2015	(127,215.89)	Property Purchase	Federal Funds to First American Title Company				(127,215.89)	

TOTAL (1,454,330.73)

Note: The transactions identified below (Ref #37 - #40) relating to the purchase of the yacht and the William's apartment have been included from the list above.

37	04/29/14	2014	(130,000.00)	Yacht Related - purchase	Silver Sea Yacht	1792		Provide the down payment of the Silver Sea Yacht		
38	04/27/14	2014	(748,795.00)	Yacht Related - purchase	Federal Funds to Silver Sea Holdings, LLC at Bank of America			Purchase of Silver Sea Yacht		(748,795.00)
39	05/17/15	2015	(100,000.00)	Property Purchase	Federal funds to Granite Equity Escrow, Inc.			William's Residence		(100,000.00)
40	05/17/15	2015	(13,507,061.76)	Property Purchase	Federal funds to Granite Equity Escrow, Inc.			William's Residence		(13,507,061.76)

EXHIBIT “3”

Kogod v. Kogod
Los Vegas, Nevada

PAYMENTS TO OR ON BEHALF OF DENNIS KOGOD'S FAMILY MEMBERS SINCE MAY 2014 (SORTED BY DATE)

Ref	Date	Unreconciled Amount	AP Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
1	05/05/14	(250.00)	Payments to Individuals - Mitchell Kogod	Mitchell Kogod	1761					WF #5397	(250.00)
2	05/13/14	(250.00)	Payments to Individuals - Marsha Kogod	Marsha Kogod	1721					WF #5397	(250.00)
3	05/13/14	(250.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1760					WF #5397	(250.00)
4	05/29/14	(40.00)	Payments to Individuals - Bonnie Millett	Bonnie Millett	1784	Denise				WF #5397	(40.00)
5	05/30/14	(600.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1777					WF #5397	(600.00)
6	06/12/14	(528.00)	Travel - Airfare	SW Air		Dallas TX	From: Baltimore Washington To: Los Angeles (Inter: Passenger: Kogod/Bonnie Ellen)			AMEX #0-81009/40-82007	(528.00)
7	06/12/14	(528.00)	Travel - Airfare	SW Air		Dallas TX	From: Baltimore Washington To: Los Angeles (Inter: Passenger: Kogod/Bonnie Ellen)			AMEX #0-81009/40-82007	(528.00)
8	06/17/14	(528.00)	Travel - Airfare	SW Air		Dallas TX	From: Baltimore Washington To: Los Angeles (Inter: Passenger: Kogod/Bonnie Ellen)			AMEX #0-81009/40-82007	(528.00)
9	06/17/14	(528.00)	Travel - Airfare	SW Air		Dallas TX	From: Baltimore Washington To: Los Angeles (Inter: Passenger: Kogod/Bonnie Ellen)			AMEX #0-81009/40-82007	(528.00)
10	06/18/14	(250.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1748					WF #5397	(250.00)
11	07/01/14	(600.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1818					WF #5397	(600.00)
12	08/01/14	(600.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1911					WF #5397	(600.00)
13	08/05/14	(5,000.00)	Payments to Individuals - Bonnie Kogod	Bonnie Kogod	1874	Deputy's Asset				UBS #45	(5,000.00)
14	08/27/14	(255.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1909					WF #5397	(255.00)
15	09/27/14	(10,000.00)	Payments to Individuals - Bonnie Kogod	Bonnie Kogod	1337	Deputy's Asset				UBS #45	(10,000.00)
16	09/30/14	(600.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1980					WF #5397	(600.00)
17	10/17/14	(1,000.00)	Payments to Individuals - Helen Kogod	Helen Kogod	1330					UBS #45	(1,000.00)
18	11/18/14	(1,200.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	2057					WF #5397	(1,200.00)
19	11/18/14	(1,500.00)	Payments to Individuals - Josh Kogod	Josh Kogod						UBS #45	(1,500.00)
20	11/27/14	(500.00)	Payments to Individuals - Marsha Kogod	Marsha Kogod	2071	Birthday				WF #5397	(500.00)
21	12/22/14	(5,000.00)	Payments to Individuals - Josh Kogod	Josh Kogod						UBS #45	(5,000.00)
22	01/02/15	(3,600.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	1855					WF #5397	(3,600.00)
23	01/05/15	(130.00)	Payments to Individuals - Mitchell Kogod	Mitchell Kogod	1859					WF #5397	(130.00)
24	02/18/15	(69.95)	Travel - Airfare	Spirit Airlines			Mitchell Kogod			AMEX #0-81009/40-82007	(69.95)
25	03/12/15	(2,500.00)	Payments to Individuals - Josh Kogod	Josh Kogod	1146					UBS #45	(2,500.00)
26	04/16/15	(71.60)	Travel - Airfare	American Airlines - Upgrade Charge			Bonnie Kogod Depart: 4/15 DET P-0810911886173			AMEX #0-81009/40-82007	(71.60)
27	04/16/15	(77.60)	Travel - Airfare	American Airlines - Upgrade Charge			Bonnie Kogod Depart: 4/15 DET P-0810911886173			AMEX #0-81009/40-82007	(77.60)
28	04/23/15	38.80	Travel - Airfare	American Airlines - Refund			Bonnie Kogod - Washington to LA	AMEX #0-81009/40-82007	38.80		
29	04/23/15	38.80	Travel - Airfare	American Airlines - Refund			Bonnie Kogod - Washington to LA	AMEX #0-81009/40-82007	38.80		
30	04/26/15	(3,600.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	2228					WF #5397	(3,600.00)
31	06/24/15	(45.00)	Dues & Subscription - Membership Dues (Sheldon)	Annual Membership Fee - Sheldon Kogod						AMEX #0-89006/40-84800	(45.00)

Kogod v. Kogod
 Last Page, Record

PAYMENTS TO OR ON BEHALF OF DENNIS KOGOD'S FAMILY MEMBERS SINCE MAY 2014 (SORTED BY DATE)

Ref	Date	Unreconciled Amount	AF Category	Description				Inflows		Outflows	
				Source / Use	Check Number	Location	Notes	Account	Amount	Account	Amount
32	07/27/15	(1,094.40)	Travel - Airfare	Virgin America		San Francisco, CA	Departure: 7/27 Sheldon Kogod		-	AMEX #0-81009/00-81007	(1,094.40)
33	08/04/15	(750.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	2234				-	WFF #5393	(750.00)
34	08/18/15	(350.20)	Travel - Airfare	AA Air Ticket			Depart: 8/18 Bernard Kogod		-	AMEX #0-81009/00-81007	(350.20)
35	08/18/15	(350.20)	Travel - Airfare	AA Air Ticket			Depart: 8/18 Bernard Kogod		-	AMEX #0-81009/00-81007	(350.20)
36	08/18/15	(200.00)	Payments to Individuals - Sheldon Kogod	Sheldon Kogod	2235				-	WFF #5397	(200.00)
WFF TOTAL		(2,844.80)									

EXHIBIT "4"

REVENUE-RELATED OUTFLOWS (SORTED BY DATE)
Please refer to Appendix's December 15, 2015 report.

EXHIBIT 4

Please refer to Anglim's December 23, 2013 report.											
Ref	Date	Unsettled Amount	Ac. Category	Description			Inflow		Outflow		
				Source / Use	Location	Notes	Account	Amount	Account	Amount	
1	06/24/14	(149.52)	Expenditure for Mr. Steiner - Possible exp.	Marina Del Rey Yacht					AMEX 10-81009/10-82007	(149.52)	
2	08/24/14	(203.00)	Expenditure for Mr. Steiner - Possible exp.	Publix	Marina Del Rey, CA				AMEX 10-81009/10-82007	(203.00)	
3	08/25/14	(18.18)	Expenditure for Mr. Steiner - Possible exp.	CVS	Marina Del Rey, CA				AMEX 10-81009/10-82007	(18.18)	
4	09/26/14	(1,205.50)	Expenditure for Mr. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX 10-81009/10-82007	(1,205.50)	
5	10/11/14	(399.44)	Expenditure for Mr. Steiner	Marine Beach Marriott	Marina Del Rey, CA				AMEX 10-81009/10-82007	(399.44)	
6	10/12/14	(693.09)	Expenditure for Mr. Steiner	United Airlines	Houston TX	From: Miami International; To: NY Newark Intl. Passengers: Steiner/Spencer			AMEX 10-81009/10-82007	(693.09)	
7	10/14/14	(246.17)	Expenditure for Mr. Steiner	The Beverly Hotel	Miami Beach FL				AMEX 10-81009/10-82007	(246.17)	
8	10/16/14	(183.99)	Expenditure for Mr. Steiner	Viya Restaurant	Miami Beach FL				AMEX 10-81009/10-82007	(183.99)	
9	10/17/14	(114.06)	Expenditure for Mr. Steiner	Sugar Factory	Miami Beach FL				AMEX 10-81009/10-82007	(114.06)	
10	10/18/14	(10.47)	Expenditure for Mr. Steiner - Possible exp.	Starbucks	Miami Beach FL				AMEX 10-81009/10-82007	(10.47)	
11	10/18/14	(183.77)	Expenditure for Mr. Steiner - Possible exp.	Walgreens	Dorland Beach, FL				AMEX 10-81009/10-82007	(183.77)	
12	10/18/14	(105.05)	Expenditure for Mr. Steiner - Possible exp.	Epouse Market	Miami Beach FL				AMEX 10-81009/10-82007	(105.05)	
13	10/18/14	(119.34)	Expenditure for Mr. Steiner	Ritz Carlton	FL Lauderdale FL				AMEX 10-81009/10-82007	(119.34)	
14	10/18/14	(148.81)	Expenditure for Mr. Steiner	Sushi House	Miami Beach FL				AMEX 10-81009/10-82007	(148.81)	
15	10/20/14	(3,171.24)	Expenditure for Mr. Steiner - Possible exp.	The Ritz Carlton	Miami Beach FL				AMEX 10-81009/10-82007	(3,171.24)	
16	10/20/14	(88.38)	Expenditure for Mr. Steiner - Possible exp.	Hertz Car Rental	FL	Renter: Kopod/Dennis			AMEX 10-81009/10-82007	(88.38)	
17	10/20/14	(90.50)	Expenditure for Mr. Steiner - Possible exp.	Tail-Pass.com	New York NY				AMEX 10-81009/10-82007	(90.50)	
18	10/20/14	(141.81)	Expenditure for Mr. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX 10-81009/10-82007	(141.81)	
19	11/01/14	(51.60)	Expenditure for Mr. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX 10-81009/10-82007	(51.60)	
20	11/01/14	(489.37)	Expenditure for Mr. Steiner	Marriott	Marina Del Rey, CA				AMEX 10-81009/10-82007	(489.37)	
21	11/09/14	(17.00)	Expenditure for Mr. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX 10-81009/10-82007	(17.00)	
22	11/09/14	(17.00)	Expenditure for Mr. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX 10-81009/10-82007	(17.00)	
23	11/09/14	(420.52)	Expenditure for Mr. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX 10-81009/10-82007	(420.52)	
24	11/10/14	(32.60)	Expenditure for Mr. Steiner	Onaka Japanese Restaurant	Provo UT				AMEX 10-81009/10-82007	(32.60)	
25	11/11/14	(563.47)	Expenditure for Mr. Steiner	Marriott	Marina Del Rey, CA				AMEX 10-81009/10-82007	(563.47)	
26	11/22/14	(812.99)	Expenditure for Mr. Steiner	Beach Resort and Spa	San Jose, CA				AMEX 10-81009/10-82007	(812.99)	
27	11/23/14	(10.28)	Expenditure for Mr. Steiner	Onaka Japanese Restaurant	Provo UT				AMEX 10-81009/10-82007	(10.28)	
28	12/01/14	(710.48)	Expenditure for Mr. Steiner	Beach Resort and Spa	San Jose, CA				AMEX 10-81009/10-82007	(710.48)	
29	12/06/14	(18.00)	Expenditure for Mr. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX 10-81009/10-82007	(18.00)	
30	12/06/14	(28.94)	Expenditure for Mr. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX 10-81009/10-82007	(28.94)	
31	12/06/14	(270.90)	Expenditure for Mr. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX 10-81009/10-82007	(270.90)	
32	12/17/14	(274.14)	Expenditure for Mr. Steiner	Marriott	Marina Del Rey, CA				AMEX 10-81009/10-82007	(274.14)	
33	12/18/14	(707.28)	Expenditure for Mr. Steiner - Possible exp.	From NY ATM withdrawal	Marina Del Rey, CA				AMEX 10-81009/10-82007	(707.28)	
34	12/18/14	(136.45)	Expenditure for Mr. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX 10-81009/10-82007	(136.45)	
35	12/19/14	(402.43)	Expenditure for Mr. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX 10-81009/10-82007	(402.43)	
36	12/19/14	(528.29)	Expenditure for Mr. Steiner - Possible exp.	Beach Resort and Spa	San Jose, CA				AMEX 10-81009/10-82007	(528.29)	
37	12/20/14	(63.99)	Expenditure for Mr. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX 10-81009/10-82007	(63.99)	
38	12/22/14	(2,179.65)	Expenditure for Mr. Steiner	Beach Resort and Spa	San Jose, CA				AMEX 10-81009/10-82007	(2,179.65)	

JENNIFER STEINER RELATED OUTFLOWS (SORTED BY DATE)

EXHIBIT 4

Please refer to Affidavit, October 15, 2015 report.

Ref	Date	Unsettled Amounts	AF Category	Source / Use	Description Location	Notes	Account	Amount	Outflows Account	Amount
39	11/30/14	(692.53)	Expenditure for Ms. Steiner	Four Seasons Hotel	West Lake Village, CA				AMEX #0-81009/0-82007	(692.53)
40	01/01/15	(37.61)	Expenditure for Ms. Steiner - Possible exp.	Chin chin	West Hollywood, CA				AMEX #0-81009/0-82007	(37.61)
41	01/08/15	(406.55)	Expenditure for Ms. Steiner	Audax	Hollywood, CA				AMEX #0-81009/0-82007	(406.55)
42	01/03/15	(507.46)	Expenditure for Ms. Steiner	Beacon Resort and Spa	Santa Barbara, CA				AMEX #0-81009/0-82007	(507.46)
43	01/04/15	(472.23)	Expenditure for Ms. Steiner	Canary Hotel	Santa Barbara, CA				AMEX #0-81009/0-82007	(472.23)
44	01/11/15	(877.66)	Expenditure for Ms. Steiner	Beacon Resort & Spa	Santa Barbara, CA				AMEX #0-81009/0-82007	(877.66)
45	01/19/15	(24.00)	Expenditure for Ms. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX #0-81009/0-82007	(24.00)
46	01/19/15	(103.34)	Expenditure for Ms. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX #0-81009/0-82007	(103.34)
47	01/21/15	(592.19)	Expenditure for Ms. Steiner - Possible exp.	Marlin	Marina Del Rey, CA				AMEX #0-81009/0-82007	(592.19)
48	01/21/15	(191.52)	Expenditure for Ms. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX #0-81009/0-82007	(191.52)
49	01/21/15	(513.89)	Expenditure for Ms. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX #0-81009/0-82007	(513.89)
50	01/29/15	(202.25)	Expenditure for Ms. Steiner - Possible exp.	ESPA/Finchco withdrew	Marina Del Rey, CA				AMEX #0-81009/0-82007	(202.25)
51	01/29/15	(549.06)	Expenditure for Ms. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX #0-81009/0-82007	(549.06)
52	01/26/15	(200.10)	Expenditure for Ms. Steiner	Equinox, Inc.		Passenger: Jennifer Cruise Steiner (Salt Lake to Vegas) Departure: 2/12			AMEX #0-81009/0-82007	(200.10)
53	01/26/15	(1,875.19)	Expenditure for Ms. Steiner	The Ritz Carlton	Marina Del Rey, CA				AMEX #0-81009/0-82007	(1,875.19)
54	01/31/15	(3,452.20)	Expenditure for Ms. Steiner - Possible exp.	Virgin America		Passenger: Dennis Engle (FT Lauderdale/LAX)			AMEX #0-81009/0-82007	(3,452.20)
55	02/12/15	(241.61)	Expenditure for Ms. Steiner - Possible exp.	Bulgaria - Yellowtail	Las Vegas, NV				AMEX #0-81009/0-82007	(241.61)
56	02/12/15	(814.04)	Expenditure for Ms. Steiner - Possible exp.	Wynd Las Vegas Hotel	Las Vegas, NV	Arrive: 2/12 Departure: 2/12			AMEX #0-81009/0-82007	(814.04)
57	02/12/15	(1,015.60)	Expenditure for Ms. Steiner - Possible exp.	Wynd Las Vegas Hotel	Las Vegas, NV	Arrive: 2/12 Departure: 2/12			AMEX #0-81009/0-82007	(1,015.60)
58	02/12/15	(803.00)	Expenditure for Ms. Steiner - Possible exp.	Wynd Las Vegas Hotel	Las Vegas, NV				AMEX #0-81009/0-82007	(803.00)
59	02/12/15	(20.00)	Expenditure for Ms. Steiner - Possible exp.	FLB Bloomers Florist	Las Vegas, NV				AMEX #0-81009/0-82007	(20.00)
60	02/12/15	(485.92)	Expenditure for Ms. Steiner - Possible exp.	Wynd Las Vegas Hotel	Las Vegas, NV				AMEX #0-81009/0-82007	(485.92)
61	02/13/15	(395.10)	Expenditure for Ms. Steiner	Delta Air Lines		Passenger: Jennifer Cruise Steiner (Salt Lake to Vegas) Departure: 2/12			AMEX #0-81009/0-82007	(395.10)
62	02/14/15	(1,501.77)	Expenditure for Ms. Steiner - Possible exp.	W Ft. Lauderdale	Florida	Arrive: 2/12/15 Depart: 2/21/15			AMEX #0-81009/0-82007	(1,501.77)
63	02/14/15	(1,435.28)	Expenditure for Ms. Steiner	Wynd	Las Vegas, NV	Arrive: 2/13/15 Depart: 2/16/15			AMEX #0-81009/0-82007	(1,435.28)
64	02/12/15	(181.16)	Expenditure for Ms. Steiner	Delta Air	Seattle, WA	Passenger: Steiner/Jennifer			AMEX #0-81009/0-82007	(181.16)
65	02/19/15	1,746.10	Expenditure for Ms. Steiner - Possible exp.	Virgin America		Dennis Engle TAT # 9847143614084 Depart: 2/19	AMEX #0-81009/0-82007	1,746.10		
66	02/19/15	1,746.10	Expenditure for Ms. Steiner - Possible exp.	Virgin America		Jennifer Cruise Steiner (FL # 9847143614084 Depart: 2/19	AMEX #0-81009/0-82007	1,746.10		
67	02/19/15	(63.00)	Expenditure for Ms. Steiner	Ritz Carlton	Ft. Lauderdale, FL				AMEX #0-81009/0-82007	(63.00)
68	02/19/15	(19.78)	Expenditure for Ms. Steiner	Typhoon	Ft. Lauderdale, FL				AMEX #0-81009/0-82007	(19.78)
69	02/19/15	(167.44)	Expenditure for Ms. Steiner	Ritz Carlton	Ft. Lauderdale, FL				AMEX #0-81009/0-82007	(167.44)
70	02/20/15	(56.07)	Expenditure for Ms. Steiner - Possible exp.	Casablanca Club	Ft. Lauderdale, FL				AMEX #0-81009/0-82007	(56.07)
71	02/20/15	(127.18)	Expenditure for Ms. Steiner	Sky Thai Sushi	Ft. Lauderdale, FL				AMEX #0-81009/0-82007	(127.18)
72	02/23/15	(267.53)	Expenditure for Ms. Steiner	W Ft. Lauderdale	Ft. Lauderdale, FL				AMEX #0-81009/0-82007	(267.53)
73	02/17/15	(85.94)	Expenditure for Ms. Steiner - Possible exp.	Andaz	Hollywood, CA				AMEX #0-81009/0-82007	(85.94)

[illegible]

Keypal V, Keypal
Los Vegas, NV

STEINER STEINER RELEASED OUTSLOWS (SORTED BY DATE)

EXHIBIT 4

Please refer to Anthony's December 15, 2015 report.

Ref	Date	Unmatched Amounts	AF Category	Description			Inflows		Outflows	
				Source / Use	Location	Notes	Account	Amount	Account	Amount
115	06/26/15	(9.60)	Expenditure for Mr. Steiner	American Airfare		Minerals Steiner D-6/77 1KF: 0022105500458			AMEX #0-81009/40-81007	(9.60)
116	08/27/15	5.60	Expenditure for Mr. Steiner	United Airlines - ReJunit		Jennifer Steiner	AMEX #0-81009/40-81007	5.60		
117	08/11/15	(1,705.20)	Expenditure for Mr. Steiner	Delta Airlines		Departure: 8/30 Jennifer Steiner			AMEX #0-81009/40-81007	(1,705.20)
NET TOTAL		(45,069.31)								

EXHIBIT "5"

----- Forwarded Message -----

From: "robert.gehlen@ubs.com" <robert.gehlen@ubs.com>

To: dlkogod@hotmail.com

Cc: gcioffikogod@yahoo.com; david.mucha@ubs.com; office@danielmarks.net; nyoung@danielmarks.net

Sent: Wednesday, November 25, 2015 2:24 PM

Subject: RE: Court Stipulation

Sounds good Dennis, thank you.

Happy Thanksgiving to everyone.

Best,

Bob

Robert Gehlen, CFP®

415-954-5930

robert.gehlen@ubs.com

From: Hotmail [mailto:dlkogod@hotmail.com]

Sent: Wednesday, November 25, 2015 2:19 PM

To: Gehlen, Robert; office@danielmarks.net; Nicole Young

Cc: gcioffikogod@yahoo.com; Mucha, David

Subject: Re: Court Stipulation

Let's talk live Monday mid day Robert. Have a great holiday

Dennis Kogod

President, Healthcare Partners
CEO, DaVita Healthcare Partners International
DaVita Healthcare Partners Inc

1-310-536-2777 (office)
1-949-285-8969 (cell)

Sent from my iPhone

On Nov 25, 2015, at 1:59 PM, <robert.gehlen@ubs.com> <robert.gehlen@ubs.com>
wrote:

Hi Dennis,

We have received an email from Gabrielle informing us of this court document. She has pointed to items 4 and 5 as not having been completed. We cannot open an account or transfer assets without written and verbal permission from both parties, you and Gabrielle. She has provided us with the appropriate confirmations. Are you able to provide the same? Once your confirmation is received, we will provide paperwork to accomplish items 4 and 5 in the court order.

On a second item, Gabrielle has also noted a list of accounts where the UBS account title is not consistent with said court order. Again, we cannot make any account title changes without the written and verbal confirmation from both parties.

Since the court order is not directed to UBS to make these changes, I am acting as a neutral liaison, with a goal of providing efficiency.

All my best,

Bob

Robert Gehlen
CERTIFIED FINANCIAL PLANNER™
Senior Vice President – Wealth Management
UBS Financial Services, Inc.
555 California Street, Suite 4650
San Francisco, CA 94104

Direct: 415-954-5930
Toll-Free: 800-826-7014
Mobile: 415-730-3370
Fax (USA): 855-296-3099
Fax (Int'l): 201-318-4702

eMail: robert.gehlen@ubs.com
Website: <http://financialservicesinc.ubs.com/team/gm/>
Advice. Beyond investing.

<Kogod - SAO re real prop (f).pdf>

Please visit our website at
<http://financialservicesinc.ubs.com/wealth/E-maildisclaimer.html>
for important disclosures and information about our e-mail
policies. For your protection, please do not transmit orders
or instructions by e-mail or include account numbers, Social
Security numbers, credit card numbers, passwords, or other
personal information.

Please visit our website at
<http://financialservicesinc.ubs.com/wealth/E-maildisclaimer.html>
for important disclosures and information about our e-mail
policies. For your protection, please do not transmit orders
or instructions by e-mail or include account numbers, Social
Security numbers, credit card numbers, passwords, or other
personal information.

MOFT

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Gabrielle Kogod
Plaintiff/Petitioner
v.
Dennis Kogod
Defendant/Respondent

Case No. D 13 - 489442

Dept. 3

MOTION/OPPOSITION
FEE INFORMATION SHEET

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

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

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

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

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

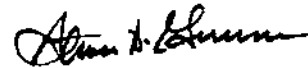
Step 3. Add the filing fees from Step 1 and Step 2.

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

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

Party filing Motion/Opposition: Radford J. Smith Chtd. Date 1-19-16

Signature of Party or Preparer Radford J. Smith



CLERK OF THE COURT

DCRR
RADFORD J. SMITH, ESQ.
Nevada Bar No. 002791
GARIMA VARSHNEY, ESQ.
Nevada Bar No. 011878
2470 St. Rose Parkway, Ste. 206
Henderson, Nevada 89074
Telephone: (702) 990-6448
Facsimile: (702) 990-6456
rsmith@radfordsmith.com
Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI-KOGOD,

Plaintiff,

v.

DENNIS KOGOD

Defendant.

CASE NO.: D-13-489442-D

DEPT NO.: DISCOVERY
COMMISSIONER

FAMILY DIVISION

DISCOVERY COMMISSIONER'S REPORT AND RECOMMENDATIONS

DATE OF HEARING: June 26, 2015

TIME OF HEARING: 1:30 p.m.

This matter, having coming for a hearing on June 26, 2015 on DEFENDANT'S MOTION TO STAY SERVICE OF SUBPOENA DUCES TECUM; NOTICE OF DEPOSITION; and for a PROTECTIVE ORDER PROHIBITING OR LIMITING THE DEPOSITIN OF JENNIFER CRUTE STEINER, and PLAINTIFF'S OPPOSITION AND COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS; Plaintiff, GABRIELLE CIOFFI-KOGOD ("Gabrielle"), being present and represented by Radford J. Smith, Esq. and Garima Varshney, Esq. of Radford J. Smith, Chartered, and Defendant, DENNIS KOGOD ("Dennis"), not being present, but being represented by James J. Jimmerson, Esq. and Michael C. Flaxman, Esq. of Jimmerson Hansen, P.C., with Defendant currently represented by substituted

RECEIVED

JAN 11 2016

GUARDIANSHIP/DISCOVERY

1 and appointed counsel, Daniel Marks, Esq. and Nicole M. Young, Esq. of the Law Office of Daniel Marks;
2 the Discovery Commissioner, having reviewed the pleadings and papers on file in this matter, and being
3 fully advised in the premises, and good cause appearing therefore, makes the following findings and
4 recommendations:
5

6 **RECOMMENDATIONS**

7 1. That Defendant's Motion to Stay Service of Subpoena Duces Tecum, Notice of Deposition,
8 and for a Protective Order Prohibiting or Limiting the Deposition of Jennifer Crute Steiner is denied.
9

10 2. That Ms. Steiner shall be served with the Subpoena Duces Tecum and Notice of Deposition
11 in Provo, Utah. Plaintiff shall not be required to domesticate the Subpoena Duces Tecum or Notice of
12 Deposition, as Ms. Steiner shall be served with notice through Defendant's counsel.
13

14 3. That Ms. Steiner's deposition shall occur on August 6, 2015, at an agreed time and place to
15 be provided by Defendant's counsel.
16

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4. That the transcript of Ms. Steiner's deposition shall be sealed and shall only be open to either party's expert witness. The deposition transcript can only be unsealed by a forensic expert, who shall also be subject to the confidentiality agreement. The contents of Ms. Steiner's deposition shall not be disclosed by any persons, without further Court approval, to include the transcript of the June 26, 2015 hearing.

Dated this 11 day of ~~December~~ November 2014

DISCOVERY COMMISSIONER

Submitted by:

Approved as to Form and Content

RADFORD J. SMITH, CHARTERED

LAW OFFICE OF DANIEL MARKS

RADFORD J. SMITH, ESQ.

DANIEL MARKS, ESQ.

Nevada State Bar No. 002791

Nevada State Bar No. 002003

GAREMA VARSHNEY, ESO.

NICOLE M. YOUNG, ESQ.

Nevada State Bar No. 011878

Nevada State Bar No. 12659

2470 St. Rose Parkway, Ste. 206

610 South Ninth Street

Henderson, Nevada 89074

Las Vegas, Nevada 89101

(702) 990-6448

(702) 386-0536

Attorneys for Plaintiff

Attorneys for Defendant

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NOTICE

You are hereby notified that you have five (5) days from the date you receive this document within which to file any written objections.

Pursuant to N.R.C.P. 16.1(d)(2)(1):

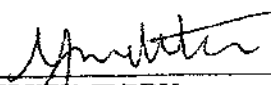
An objection must be filed and served no more than five (5) days after receipt of the Commissioner's Report. The Commissioner's Report is deemed received when signed and dated by a party, his attorney or his attorney's employee, or three (3) days after mailing to a party or his attorney, or three (3) days after the Clerk of the Court deposits a copy of the report in a folder of a party's lawyer in the Clerk's Office.

A copy of the foregoing Discovery Commissioner's Report was:

_____ Mailed to Plaintiff/Defendant at the following address on the _____ day of _____, 2015.

✓ _____ Placed in the folder of the Plaintiff/Defendant's counsel in the Clerk's office on the 11 day of January, 2016

✓ _____ Hand-delivered to the Plaintiff/Defendant at the following address on the 11 day of January, 2016 Daniel Mark-1


DEPUTY CLERK

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ORDER

The Court having reviewed the above Report and Recommendations prepared by the Discovery Commissioner, and

_____ The parties having waived their right to object thereto;

✓
_____ No timely objection having been filed;

_____ Having received the objections thereto and the written arguments in support of said objections, and good cause appearing,


IT IS HEREBY ORDERED,

✓
_____ The Discovery Commissioner's Report and Recommendations are affirmed and adopted.

_____ The Discovery Commissioner's Report and Recommendations are affirmed and adopted, subject to any modifications attached hereto.

_____ A hearing on the Discovery Commissioner's Report is set for the _____ day of _____, 2014, at _____ m. in Department _____ or Courtroom _____.

DATED this _____ day of JAN 21 2016, 2015.



DISTRICT COURT JUDGE


CLERK OF THE COURT

CERT
RADFORD J. SMITH, CHARTERED
RADFORD J. SMITH, ESQ.
Nevada Bar No. 002791
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Telephone: (702) 990-6448
Facsimile: (702) 990-6456
rsmith@radfordsmith.com
Attorney for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

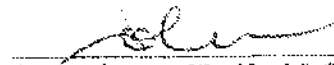
GABARIELLE CIOFFI-KOGOD, Plaintiff, vs. DENNIS KOGOD, Defendant.	CASE NO.: D-13-489442-D DEPT NO.: Q FAMILY DIVISION
--	---

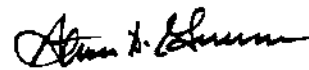
CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Radford J. Smith Chartered ("the Firm"). I am over the age of 18 and not a party to the within action.

I served the foregoing document described as "DISCOVERY COMMISSIONER'S REPORT AND RECOMMENDATION" on January 25, 2015, to all interested parties by way of the Eighth Judicial District Court's electronic filing system.

Dan Marks, Esq.
Law Office of Daniel Marks
610 South Ninth Street
Las Vegas NV 89101


An employee of Radford J. Smith, Chartered



CLERK OF THE COURT

DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
NICOLE M. YOUNG, ESQ.
Nevada State Bar No. 12659
610 South Ninth Street
Las Vegas, Nevada 89101
(702) 386-0536; FAX: (702) 386-6812
Attorneys for Defendant

DISTRICT COURT
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI-KOGOD

Case No.: D-13-489442-D
Dept. No. Q

Plaintiff,

vs.

DENNIS KOGOD,

Date of Hearing: February 17, 2016
Time of Hearing: 10:00 a.m.

Defendant.

**OPPOSITION TO PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE
WHY DEFENDANT SHOULD NOT BE HELD IN CONTEMPT OF COURT FOR
HIS MULTIPLE VIOLATIONS OF THE JOINT PRELIMINARY INJUNCTION,
FOR AN ORDER LIMITING ACCESS AND PAYMENTS FROM COMMUNITY
ACCOUNTS, AND FOR SANCTIONS, ATTORNEY'S FEES AND COSTS;
AND COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS**

COMES NOW Defendant, Dennis Kogod, by and through his attorneys, Daniel Marks, Esq., and Nicole M. Young, Esq., of the Law Office of Daniel Marks, and hereby submits his Opposition to Plaintiff's Motion for an Order to Show Cause Why Defendant Should Not Be Held in Contempt of Court for His Multiple Violations of the Joint Preliminary Injunction, for an Order Limiting Access and Payments from Community Accounts, and for Sanctions, Attorney's Fees and Costs. Defendant also submits his Countermotion for Attorney's Fees and Costs.

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1 The grounds for Defendant's Opposition and Countermotion are set forth in the attached
2 Memorandum of Points and Authorities, and all pleadings and papers in this case.

3 DATED this 9 day of February, 2016.

4 LAW OFFICE OF DANIEL MARKS

5
6
7 DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
8 NICOLE M. YOUNG, ESQ.
Nevada State Bar No. 12659
9 610 South Ninth Street
Las Vegas, Nevada 89101
10 Attorneys for Defendant

11 **MEMORANDUM OF POINTS AND AUTHORITIES**

12 **I. FACTUAL BACKGROUND**

13 On December 13, 2013, Plaintiff Gabrielle Cioffi-Kogod (hereinafter "Gabrielle") filed her
14 Complaint for Divorce with this Court. After this case was filed, neither party pushed this case through
15 discovery. It was not until approximately one (1) year after this case was filed that parties began to actively
16 litigate this case. Beginning in 2015, numerous hearings have been held in front of this Court regarding this
17 case, including periodical status checks and various motions that have been filed by both parties. Since July
18 of 2015, the following hearings have taken place in this case:

- 19 1. July 21, 2015- Status Check
20 2. October 14, 2015- Status Check and motion regarding the deposition of Jennifer Steiner
21 3. November 18, 2015- Plaintiff's Motion for Leave to File an Amended Complaint

22 If Gabrielle had any issue with how Dennis was spending money, she could have raised those issues
23 before this Court on any of those dates. She did not. Instead, she waited until the eve of trial to bring this
24 final motion even though the issues contained in the instant motion are issues that would be before this Court
25 at trial. It is believed that the only reason why Gabrielle brought the instant motion is to further harass
26 Dennis and elongate these proceedings. The trial in this case is currently scheduled to begin on February 23,
27 2016.

28 ////

1 **II. LEGAL ARGUMENT**

2 **A. This Court should not enter an order to show cause.**

3 The court may make any order during the pendency of an action for divorce that affects the property
4 of the parties. NRS 125.040(2). The Joint Preliminary Injunction (JPI) entered in this case specifically
5 prohibits and restrains the parties from:

6 Transferring, encumbering, concealing, selling or otherwise disposing of any
7 of your joint, common or community property of the parties, or any property
8 which is the subject of a claim of community interest, except in the usual
course of business or for the necessities of life, without the written consent
of the parties or the permission of the court.

9 (See Joint Preliminary Injunction, issued on December 16, 2013, at ¶ 1.) This prohibition does not extend
10 to conduct that occurs in the ordinary course of business or for the necessities of life. Additionally, while
11 such prohibitions do extend to other conduct, the court cannot hold a party in contempt unless that party
12 disobeyed a specific court order. NRS 22.010; *Cunningham v. Eighth Judicial District Court*, 102 Nev. 551,
13 729 P.2d 1328 (1986).

14 There are no reported new cases holding someone in contempt of court for violating a JPI. This is
15 because a JPI is issued during the pendency of the divorce, and such issues are resolved by the court at time
16 of trial.

17 In this case, Gabrielle is attempting to make one last effort to harass Dennis before the trial that is
18 scheduled to take place approximately one (1) week after the hearing on this instant motion. The conduct
19 that Gabrielle complains of occurred months ago, before the expert reports were exchanged in this case. In
20 addition, Dennis did not hide the actions that Gabrielle is now complaining of. In fact, Gabrielle was well-
21 aware of this conduct. The intent of a JPI is to prevent the hiding of assets. Gabrielle does not claim that
22 Dennis has hidden any assets. Additionally, a JPI is also meant to prevent one (1) party from disposing of
23 the assets for the purpose of keeping an asset from the other party. The community estate in this case is large
24 enough to ensure that Gabrielle receives an equal division. It has been estimated that the community estate
25 is valued at approximately \$40 million. Dennis has not acted in such a manner as to prevent Gabrielle from
26 receiving what she is legally entitled to in this case. The JPI does not prohibit spending by the parties.

27 There have been thousands of pages of documents produced throughout discovery. These documents
28 have been in the form of supplemental productions and subpoenas. Gabrielle has exercised her right to

1 subpoena documents in this case to obtain any and all documents that she needs. Any argument presented
2 by Gabrielle claiming that Dennis failed to produce all the documents is without merit. If Gabrielle truly
3 believed that Dennis failed to produce something then she should have filed a motion before the Discovery
4 Commissioner. No motion was ever filed because Dennis produced what he was required to produce.

5 Gabrielle, like Dennis, has been free to spend whatever money she deemed necessary. No restrictions
6 were ever placed on Gabrielle regarding spending money during this divorce or the during the marriage. The
7 issues that Gabrielle is complaining about are the same issues that are already part of her expert report.
8 Gabrielle already knows that this Court is going to address those issues at trial. The only reason why
9 Gabrielle filed the instant motion is just a final attempt to harass Dennis, spend unnecessary money on
10 attorney's fees and costs, and to color this Court's opinion of Dennis prior to trial.

11 As this Court is well aware, Gabrielle has a claim of community waste against Dennis. This claim
12 includes money spent on Nadya Khapsalis, Dennis' children with Ms. Khapsalis, Jennifer Steiner, and
13 Dennis' family members. There is no reason for this Court to issue an order to show cause regarding alleged
14 violations of the JPI when these issues are already covered under Gabrielle's claim of community waste,
15 which will be presented at trial.

16 With regard to the nanny quarters Dennis purchased, which is attached to his condominium, Dennis
17 did not intend to hide that asset from Gabrielle. Given the size of the community, Gabrielle has not been
18 harmed by his purchase of the nanny quarters. There are enough assets to ensure that she receives an equal
19 division. Dennis intends to take that property on his side of the division. This is an approximate \$300,000.00
20 issue out of a community estate of approximately \$40 million.

21 Finally, Gabrielle alleges that Dennis violated the Stipulation and Order that was noticed on August
22 12, 2015. What is noticeably absent from Gabrielle's claim is how this has harmed her. First, that stipulation
23 and order placed duties on both parties. The reason why Dennis did not immediately transfer the money to
24 Gabrielle is because she was first required to execute a quitclaim for the condominium that he had just
25 purchased. Dennis' counsel worked to obtain the necessary documents to for a quitclaim for a property
26 located in California and once Gabrielle executed those documents, Dennis requested the transfer from UBS.
27 Dennis should not held liable for any delay by UBS to transfer that money.

28 The proceeds from the sale of the boat were placed in an account with UBS that is interest bearing.

1 Dennis informed Gabrielle where this money was deposited and told her that the reason why it was placed
2 in that account was so that it could earn the interest rate associated with that account. If it was placed in a
3 different account, then it would not have earned the same interest rate.

4 Gabrielle has failed to show how she has been harmed and why she should be granted relief now
5 rather than at trial. At the end of the day, all of the issues contained in Gabrielle's instant motion are better
6 suited to be disposed of at trial. This Court cannot make a determination regarding these issues without
7 looking at the ultimate issue of community waste. To make any issues regarding the waste issue, this Court
8 must look at all the evidence, which must first be admissible. The documents attached to Gabrielle's instant
9 motion have not yet been entered into evidence.

10 Because all the issues contained in the instant motion are issues that are within Gabrielle's claim of
11 community waste, this Court should deny Gabrielle's instant motion.

12 **B. Dennis should be awarded attorney's fees and costs for having to defend**
13 **against the instant motion.**

14 Gabrielle knows that this Court is going to make a determination regarding her claim of community
15 waste at the conclusion of the trial that is scheduled to begin on February 23, 2016. There was no need for
16 her to file the instant motion. She is not claimed that she has suffered any actual harm as her basis for filing
17 the motion. The only reason why she filed the instant motion is to provide information to this Court before
18 trial in an effort to prejudice this Court against Dennis. Such motion practice is improper, and the only
19 function of such motion practice is to harass Dennis. If Gabrielle truly believed she has been actually harmed
20 by the actions complained of in her complaint, then she should have filed this motion as soon as she became
21 aware of those issues. Instead, she waited until the eve of trial.

22 Based on the fact that the trial in this case will begin less than one (1) week after the hearing on the
23 instant motion, this Court should find that the instant motion is frivolous and award Dennis attorney's fees
24 and costs for having to defend against the instant motion.

25 ////

26 ////

27 ////

28 ////

1 **III. CONCLUSION**


2 Based on the foregoing, Dennis respectfully requests that this Court enter orders granting him the
3 following relief:

4 1. Denying *in toto*, the relief requested in "Plaintiff's Motion for an Order to Show Cause Why
5 Defendant Should Not Be Held in Contempt of Court for His Multiple Violations of the Joint Preliminary
6 Injunction," "Plaintiff's Motion for an Order Limiting Access and Payments from Community Accounts,"
7 and "Plaintiff's Motion for Sanctions, Attorney's Fees and Costs;" and

8 2. Awarding Dennis appropriate attorneys fees and costs for the necessity of filing this
9 opposition to Gabrielle's motions.

10 DATED this 8 day of February, 2016.

11 LAW OFFICE OF DANIEL MARKS

12
13 
14 DANIEL MARKS, ESQ.
15 Nevada State Bar No. 002003
16 NICOLE M. YOUNG, ESQ.
17 Nevada State Bar No. 12659
18 610 South Ninth Street
19 Las Vegas, Nevada 89101
20 Attorneys for Defendant
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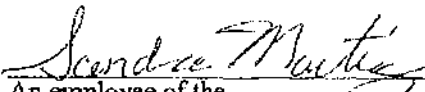
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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 8th day of February, 2016, pursuant to NRCP 5(b) and Administrative Order 14-2, I electronically transmitted a true and correct copy of the above and foregoing **OPPOSITION TO PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE WHY DEFENDANT SHOULD NOT BE HELD IN CONTEMPT OF COURT FOR HIS MULTIPLE VIOLATIONS OF THE JOINT PRELIMINARY INJUNCTION, FOR AN ORDER LIMITING ACCESS AND PAYMENTS FROM COMMUNITY ACCOUNTS, AND FOR SANCTIONS, ATTORNEY'S FEES AND COSTS; AND COUNTERMOTION FOR ATTORNEY'S FEES AND COSTS** by way of Notice of Electronic Filing provided by the court mandated

E-file as follows:

Radford J. Smith, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorney for Plaintiff


An employee of the
LAW OFFICE OF DANIEL MARKS

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI-KOGOD,
Plaintiff

-vs-

DENNIS KOGOD,
Defendant

CASE NO. D-13-489442-D

DEPT. Q

FAMILY COURT MOTION/OPPOSITION
FEE INFORMATION SHEET (NRS19.0312)

Party Filing Motion/Opposition: ☐ Plaintiff/Petitioner ☒ Defendant/Respondent

**OPPOSITION TO PLAINTIFF'S MOTION FOR AN ORDER TO SHOW CAUSE WHY
DEFENDANT SHOULD NOT BE HELD IN CONTEMPT OF COURT FOR HIS MULTIPLE
VIOLATIONS OF THE JOINT PRELIMINARY INJUNCTION, FOR AN ORDER
LIMITING ACCESS AND PAYMENTS FROM COMMUNITY ACCOUNTS, AND FOR
SANCTIONS, ATTORNEY'S FEES AND COSTS; AND COUNTERMOTION FOR
ATTORNEY'S FEES AND COSTS**

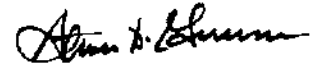
Notice	Excluded Motions/Opposition
Motions and Oppositions to Motions filed after entry of final Decree or Judgment (pursuant to NRS 125, 125B & 125C) are subject to the Re-open Filing Fee of \$25.00, unless specifically excluded. (See NRS 19.0312)	<input checked="" type="checkbox"/> Motions filed before final Divorce/Custody Decree entered (Divorce/Custody Decree NOT final) <input type="checkbox"/> Child Support Modification ONLY <input type="checkbox"/> Motion/Opposition For Reconsideration (Within 10 day of Decree) Date of Last Order: <input type="checkbox"/> Request for New Trial (Within 10 days of Decree) Date of Last Order: <input type="checkbox"/> Other Excluded Motion (Must be prepared to defend exclusion to Judge) NOTE: If no boxes are checked, filing fee MUST be paid.
<input type="checkbox"/> Motion/Opp IS subject to \$25.00 filing fee <input checked="" type="checkbox"/> Motion/Opp IS NOT subject to filing fee	

Date: February 8, 2016

DANIEL MARKS
Printed Name of Preparer


Signature of Preparer

FDF
Daniel Marks, Esq.
LAW OFFICE OF DANIEL MARKS
610 South Ninth Street
Las Vegas, Nevada 89101
(702) 386-0536; Fax (702) 386-6812
Attorney for Defendant


CLERK OF THE COURT

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA
FAMILY DIVISION

GABRIELLE CIOFFI-KOGOD
Plaintiff,

Case No. D-13-489442-D
Dept. No. Q

vs.
DENNIS KOGOD

Defendant.

DETAILED FINANCIAL DISCLOSURE FORM

What is your name? Dennis Lee Kogod
First Name Middle Last Name (Maiden / Former Name)
How old are you? 56 What is your date of birth? August 14, 1959
What is your occupation? Health Care Executive
Who is your employer? DaVita From: 10/1/2005 To: Present
Previous employer? Gambro From: 7/1/2000 To: 10/1/2005
What is your highest level of education? Undergraduate Degree
Level of disability N/A Agency/Physician Certifying Disability: N/A

FAMILY RESIDENCE TABLE - In the table below, insert the names and ages of each person currently living with you.

NAME	AGE	MINOR CHILD OF THIS MARRIAGE/RELATIONSHIP?	MINOR CHILD NOT OF THIS MARRIAGE/RELATIONSHIP?	OTHER RELATIONSHIP (SPECIFY)
Nadine Kievsky	46			Former Girlfriend
Nika Khapsalis	8		X	
Denise Khapsalis	8		X	

Income/Support from Others

I am _____ am not ☒ divorced from the other party in this action. I am _____ am not ☒ remarried.
My current spouse is: ☒ is not: _____ currently employed.
My current spouse earns: \$65,000.00 per _____ year

Attorney's Fees and Retainer(s)

As of the date of this Disclosure, a total of: \$200,000.00 has been paid by me or on my behalf to all counsel who have represented me in this matter. I have a Retainer balance of \$0.00 remaining in my attorney's Trust Account.
I currently owe my attorney(s) a total of: \$47,000.00
I currently owe my prior attorney(s) a total of: \$0.00

INCOME / EXPENSE SUMMARY	
INCOME SUMMARY	
Gross Monthly Income From All Sources	\$61,538.48
Mandatory Deductions	\$29,835.24
Gross Monthly Income Less Mandatory Deductions	\$31,703.24
Voluntary Deductions	\$4,599.28
Net Monthly Income	\$27,103.96
EXPENSE SUMMARY	
Necessities that I pay for myself	\$14,739.00
Necessities that I pay for the other party	\$0.00
Expenses that I pay for my child(ren) (of this relationship)	\$8,675.00
Mandatory support (child & spousal) to the Other Party	\$0.00
Mandatory support of others (including children NOT of this relationship)	\$0.00
Total Necessities for which I pay	\$23,414.00
Discretionary Expenses that I pay for myself	\$40,001.48
Discretionary Expenses that I pay for the other party	\$0.00
Discretionary support of others	\$0.00
Total Discretionary Expenses that I pay for	\$40,001.48
Total Expenses that I pay for	\$63,415.48
INCOME / EXPENSE SUMMARY	
Monthly Deficit / Surplus	-\$36,311.52
If you have a monthly deficit, provide an explanation below of how you meet that deficit each month: The monthly deficit is met using other variable income, including bonuses, interest, dividends, stock options and L-Tip awards.	

PERSONAL INCOME WORKSHEET						
YOUR INCOME :						AMOUNT
1 Gross Monthly Income from Employment						
2 Fill out ALL of the following that apply to you (Enter the number (1, 2, 3, or 4) in the box that describes your pay frequency):						
	PAY FREQUENCY	1=one time per month	2=two times per month	3=every two weeks	4=every week	Per Paycheck Monthly
	PAY FREQUENCY: 1, 2, 3, or 4					
1	I get paid base salary/hourly wage		2	in the amount of	\$30,769.24	\$61,538.48
2	I receive overtime pay every			in the amount of		\$0.00
3	I receive bonus pay every		1	in the amount of	Variable	Variable
4	I receive commission every			in the amount of		\$0.00
5	I receive tips every			in the amount of		\$0.00
6	I receive a car allowance every			in the amount of		\$0.00
7	I receive a gas allowance every			in the amount of		\$0.00
8	I receive a housing allowance every			in the amount of		\$0.00
9	I receive other allowance(s) every			in the amount of		\$0.00
10	Business income (sole proprietorship, partnership, LLC, S Corp, etc) - For each business, attach most recent Schedule C Profit or Loss From Business, Form 1065 US Return of Partnership Income with applicable Form K-1, Form 1120S US Income Tax Return for an S-Corporation with applicable Form K-1, and/or Form 1120 US Corporation Income Tax Return AND YTD Income Statement (P&L). Enter the following information:				Net Monthly Income (After business expenses, but before taxes.)	
					If adjusted for percentage of business owned, please indicate percentage of ownership here:	
11 Gross Monthly Income from All Other Sources						
12	I receive spousal support/alimony (voluntary) (Court ordered) from the other party in this matter, a total every month in the amount of					
13	I receive child support (voluntary) (Court ordered) from the other party in this matter, a total every month in the amount of					
14	I receive support from others (not the other party in this case), a total every month in the amount of					
15	I receive Social Security, a total every month in the amount of					
16	I receive Social Security Disability/Military Disability income a total every month in the amount of					
17	I receive Supplemental Security Income, a total every month in the amount of					
18	I receive Worker's Compensation Benefits, a total every month in the amount of					
19	I receive Unemployment Benefits, a total every month in the amount of					
20	I receive Pension/Retirement income, a total every month in the amount of					
21	I receive interest income, a total every month in the amount of					Variable
22	I receive dividend and/or royalty income, a total every month of					Variable
23	I receive payments from a partnership, S Corp, LLC, Trust, or other entity, a total every month of					
24	I receive gross rental income each month in the amount of					\$0.00
25	I receive other income (roommates, parents, gifts, other), a total every month of					Variable
	Describe the source and amount of any "other" income referenced above: Various employee benefits, including stock options and L-Tip award					
	Describe any benefits or perks paid by your employer (including but not limited to the use of any vehicle, club membership, etc.) and your estimated value of such benefits or perks: I receive twenty (20) hours of personal use of an aircraft every year.					
26	TOTAL GROSS MONTHLY INCOME					\$61,538.48
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR GROSS MONTHLY INCOME						

NOTE: YOU MUST ATTACH YOUR LAST THREE PAY STUBS/
STATEMENTS TO THE BACK OF THIS FORM PRIOR TO FILING

PERSONAL DEDUCTIONS WORKSHEET			
YOUR DEDUCTIONS :			AMOUNT
Mandatory Monthly Paycheck Deductions			
Fill out ALL of the applicable items:			
1	I have Federal income Tax withheld every paycheck in the amount of	\$9,167.34	\$18,314.68
2	I have Social Security Taxes withheld every paycheck in the amount of	\$1,901.98	\$3,803.96
3	I have Medicare withheld every paycheck in the amount of	\$444.81	\$889.62
4	I have Union Dues withheld every paycheck in the amount of		\$0.00
5	I have Court-ordered Child Support withheld every paycheck in the amount of		\$0.00
6	I have other Court-ordered garnishments withheld every paycheck in the amount of		\$0.00
7	I have health insurance premiums withheld every paycheck in the amount of		\$0.00
8	List all other mandatory deductions, including amounts, withheld every paycheck:		\$6,826.98
	State Tax- CA	\$3,413.49	
Total MANDATORY Deductions Per Month			\$29,835.24
Voluntary Monthly Paycheck Deductions			
Fill out ALL of the applicable items:			
8	I have Life, Disability, &/or other insurance premiums withheld every paycheck in the amount of	\$192.46	\$384.92
9	I have Federal Health Savings Plan every paycheck withheld in the amount of		\$0.00
10	I have Retirement/Pension/IRA/401(k) withheld every paycheck in the amount of	\$1,846.16	\$3,692.32
11	I have Savings withheld every paycheck in the amount of		\$0.00
12	I have other (specify below) voluntary sums withheld every paycheck in the amount of	\$261.02	\$522.04
13	List all other voluntary deductions, including amounts, withheld every paycheck:		\$0.00
14	Total VOLUNTARY Deductions Per Month		\$4,599.28
15	TOTAL DEDUCTIONS PER MONTH		\$34,434.52
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR DEDUCTIONS			
<p>Line 12 Deductions include: Vol ADD \$2.31; DaPac \$92.50; DVN \$14.00; DVV Trust \$28.00; Legal Serv \$7.27; and Details Not Displayed \$128.48.</p> <p>Please note that these amounts do not include taxes paid on interest, dividends, bonuses, stock options, L-Tip awards, and other income received each year because that income varies each year.</p>			

PERSONAL EXPENSE WORKSHEET: NECESSITIES						TOTAL AMOUNT I PAY DIRECTLY FOR MYSELF	TOTAL AMOUNT I PAY DIRECTLY FOR THE OTHER PARTY	TOTAL PAID DIRECTLY BY THE OTHER PARTY FOR ME
DO NOT REPORT ANY CHILD-RELATED EXPENSES ON THIS PAGE. A SEPARATE PAGE FOR CHILD-RELATED EXPENSES IS ATTACHED.								
1	I own my home	X	I rent / lease my home		I share a home or apartment with someone else			
a	I pay a monthly mortgage/rent/lease payment (for the home I live in and/or home the other party lives in) in the amount of							
b	I pay a monthly second mortgage (for the home I live in and/or home the other party lives in) in the amount of							
c	I pay a monthly Home Equity Line of Credit ("HELOC") (for the home I live in and/or home the other party lives in) in the amount of							
d	If not included in my mortgage payment(s), I pay property taxes (for the home I live in and/or home the other party lives in) in the amount of					\$2,500.00		
e	If not included in my mortgage/rent payment(s), I pay a monthly home owners/renters insurance premium (for the home I live in and/or home the other party lives in) in the amount of							
f	I pay monthly Home Owner's Association dues (for the home I live in and/or the home the other party lives in) in the amount of					\$3,600.00		
g	I pay a Special Assessment Fee (for the home I live in and/or the home the other party lives in) in the amount of							
2	I pay the following utilities and telephone expenses (for the home I live in and/or the home the other party lives in) each month:							
a	Gas/Heating Oil							
b	Electricity							
c	Water							
d	Garbage and sewer							
e	Landline (if part of a "bundled" service, indicate the total amount here)					\$50.00		
f	Cellular service (if not included in the Landline/bundled service above)							
g	Internet service (if not included in the landline/bundled service above)					\$180.00		
3	I spend the following each month for healthcare related expenses for myself and/or the other party (Not paid from a Health Savings Plan):							
a	Medical insurance (including hospitalization, dental, vision, etc.) for myself and/or the other party (Not already deducted from my paycheck)					\$850.00		
b	Out-of-pocket/unreimbursed cost of medical, dental, optical, and prescription expenses for myself and/or other party					\$500.00		
c	Out-of-pocket/unreimbursed cost of therapy or counseling (for myself and/or other party)					\$2,000.00		
4	I spend the following for groceries, household goods and incidentals, not including entertainment or dining out, each month:					\$2,500.00		
5	I own/lease		I lease	my car.	I own or lease		I the other party's car.	
ADDITIONAL VEHICLES SHOULD BE LISTED ON THE SUPPLEMENT PAGE								
a	Monthly loan / lease payment (for my car and/or the other party's car)					\$1,289.00		
b	Gasoline and oil (for my car and/or the other party's car)					\$300.00		
c	Automobile insurance (if you have policy covering more than one car, separate the amount for your car and/or for other party's car)					\$150.00		
d	Parking, public transportation, other							
6	I pay the following monthly mandatory amounts for the support of others:							
a	Court-ordered child support (if paid to the other party in this case for a child of this relationship, include amount in the "Total Amount I Pay Directly For The Other Party" (right) column. If for a child of another relationship, include amount in the "Total Amount I Pay Directly For Myself" (left) column)							
b	Court-ordered spousal support (if paid to the other party in this case, include amount in the "Total Amount I Pay Directly For The Other Party" (right) column. If paid to someone else from a prior relationship, include amount in the "Total Amount I pay Directly For Myself" (left) column)							
7	I spend the following each month on education, uniforms, dues, memberships, subscriptions, or other mandatory requirements to maintain employment. I DO NOT receive reimbursement from the employer for any of these expenses							
TOTAL NECESSITIES:						\$14,738.00	\$0.00	\$0.00
* Divide by 3 if paid quarterly; Divide by 6 if paid semi-annually; Divide by 12 if paid annually								
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR NECESSITIES								
Line 2(g): \$90.00 for internet and \$90.00 for Direct TV Line 3(a): Health Insurance cost for Nadya and the children Line 3(c): \$800.00 of that amount is for Nadya Line 4: \$1,200.00 of that amount is for Nadya and our two (2) children								

PERSONAL EXPENSE WORKSHEET: DISCRETIONARY EXPENSES					TOTAL AMOUNT I PAY DIRECTLY FOR MYSELF	TOTAL AMOUNT I PAY DIRECTLY FOR THE OTHER PARTY	TOTAL AMOUNT PAID DIRECTLY BY THE OTHER PARTY FOR ME
DO NOT REPORT ANY CHILD-RELATED EXPENSES ON THIS PAGE. A SEPARATE PAGE FOR CHILD-RELATED EXPENSES IS ATTACHED.							
9) I spend the following monthly amounts for House Maintenance (for the house I live in and/or the house the other party lives in) each month:							
a	House cleaning service			\$1,000.00			
b	Garden/lawn care						
c	Pool/spa service						
d	Pest Control						
e	Security / Alarm Service						
9) I spend the following monthly amounts for my pet's expenses (food, grooming, healthcare, boarding):							
10) Each month I pay the following minimum credit card and other consumer installment payments on my and/or the other party's credit cards: (List name of issuing bank or lender, last four digits of account number and total outstanding balance)							
a	Credit Card or entity to whom installment payment is made #1	Amex Centurion	Total balance due is	\$13,433.49	\$13,433.49		
b	Credit Card or entity to whom installment payment is made #2	Amex Optima	Total balance due is	\$15,683.85	\$345.00		
c	Credit Card or entity to whom installment payment is made #3	Amex Platinum	Total balance due is	\$80.99	\$89.99		
d	Credit Card or entity to whom installment payment is made #4	Visa Black Card	Total balance due is	\$19,035.30	\$459.00		
e	Credit Card or entity to whom installment payment is made #5	Wells Fargo Visa	Total balance due is	\$15,008.88	\$288.00		
f	Credit Card or entity to whom installment payment is made #6		Total balance due is				
g	Credit Card or entity to whom installment payment is made #7		Total balance due is				
h	Credit Card or entity to whom installment payment is made #8		Total balance due is				
11) I spend the following amounts each month for clothing and related expenses:							
a	Clothing, shoes and accessories			\$1,000.00			
b	Dry cleaning and/or laundry service			\$1,000.00			
12) I spend the following each month on appearance (hair, manicures/pedicures, facials, massages, cosmetics, other):					\$1,250.00		
13) I spend the following amounts for Entertainment each month (dining out, movies, shows, books, magazines, etc.):					\$2,500.00		
14) I pay the following amounts for non-mandatory dues and/or membership fees (professional, fraternal organizations, country club, etc.):							
15) I pay the following monthly Health/Exercise-related expenses (health club membership fee(s), personal training, etc.):					\$450.00		
16) I spend the following monthly average amount for vacation expenses (total vacation cost per year divided by 12)					\$1,800.00		
17) I pay the following monthly premiums for discretionary/non-mandatory insurance (life, disability, other) (NOT already deducted from my paycheck)							
18) I spend the following amount each month on church tithes and/or charitable donations (pro-rate quarterly, semi-annual or annual payments)							
19) I spend the following amount each month in voluntary support of others:							
a	Expenses for an adult non-dependent child (i.e., college, living or other expenses) SPECIFY:						
b							
c	Elder care (specify the parent or parents for whom you pay elder care expenses)						
d							
20) Each month I pay the following other miscellaneous expenses:							
a	PO Box Rental						
b	Safety Deposit Box Rental (where located)						
c	Storage						
d	Other:						
TOTAL DISCRETIONARY EXPENSES					\$23,278.48	\$0.00	\$0.00
SUBTOTAL FROM ADDITIONAL REAL PROPERTY WORKSHEET					\$13,575.00	\$0.00	\$0.00
SUBTOTAL FROM ADDITIONAL VEHICLES WORKSHEET					\$3,189.00	\$0.00	\$1,558.01
TOTAL MONTHLY DISCRETIONARY EXPENSES					\$40,042.48	\$0.00	\$1,558.01
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR PERSONAL EXPENSES.							
Line 12- \$1,000.00 is spent on Nadya; Line 13- \$600.00 is spent on Nadya; Line 15- \$250 is spent on Nadya; and Line 16- \$750 is spent on Nadya and our two (2) children.							

ADDITIONAL REAL PROPERTY WORKSHEET		TOTAL AMOUNT I PAY DIRECTLY FOR MYSELF	TOTAL AMOUNT I PAY DIRECTLY FOR THE OTHER PARTY	TOTAL AMOUNT PAID DIRECTLY BY THE OTHER PARTY
Use this Supplemental Worksheet to provide information for any additional real property as needed.				
ADDITIONAL REAL PROPERTY (HOUSE, CONDO, VACANT LAND, ETC.)				
1 I own this additional property (insert address):				
9718 Oak Pass, Beverly Hills, CA 90210				
a	I / the other party receives rental income each month for this property in the amount of:			
b	I pay a monthly mortgage on the rental property payment in the amount of			
c	I pay a monthly second mortgage in the amount of			
d	I pay a monthly Home Equity Line of Credit ("HELOC") in the amount of			
e	If not included in my mortgage payment(s), I pay property taxes in the amount of (divide payment to reach a monthly amount)	\$4,593.00		
f	If not included in my mortgage payment(s), I pay a monthly home owners/renters insurance premium in the amount of (divide payment to reach a monthly amount)	\$909.00		
g	I pay monthly Home Owner's Association dues in the amount of	\$150.00		
h	I pay a monthly Special Assessment Fee in the amount of (to calculate a monthly amount divide: quarterly payment by 3; semi-annual payment by 6 or annual payment by 12)			
i	I pay the following utilities for this property each month (gas, electricity, water, garbage, sewer, etc.):	\$2,022.00		
j	I pay the following maintenance expenses for this property each month (landscape maintenance, pool, pest control, etc.):	\$2,660.00		
k	I pay other expenses related to the ownership/rental/lease of this home in the amount of (Specify each "other" expense, to whom paid, and the amount below. Insert the TOTAL "Other Expenses" in the appropriate column.)	\$747.00		
l	Landline, Internet, and Housekeeping			
Total expenses for this property:		\$10,556.00	\$0.00	\$0.00
NET INCOME/ LOSS FROM THIS PROPERTY:		-\$10,556.00	\$0.00	\$0.00
2 I own this additional property (insert address):				
321 San Vicente Blvd, Unit 707, Los Angeles, CA 90048				
a	I / the other party receives rental income each month for this property in the amount of:			
b	I pay a monthly mortgage on the rental property payment in the amount of			
c	I pay a monthly second mortgage in the amount of			
d	I pay a monthly Home Equity Line of Credit ("HELOC") in the amount of			
e	If not included in my mortgage payment(s), I pay property taxes in the amount of (divide payment to reach a monthly amount)	\$417.00		
f	If not included in my mortgage payment(s), I pay a monthly home owners/renters insurance premium in the amount of (divide payment to reach a monthly amount)			
g	I pay monthly Home Owner's Association dues in the amount of	\$600.00		
h	I pay a monthly Special Assessment Fee in the amount of (to calculate a monthly amount divide: quarterly payment by 3; semi-annual payment by 6 or annual payment by 12)			
i	I pay the following utilities for this property each month (gas, electricity, water, garbage, sewer, etc.):			
j	I pay the following maintenance expenses for this property each month (landscape maintenance, pool, pest control, etc.):			
k	I pay other expenses related to the ownership/rental/lease of this home in the amount of (Specify each "other" expense, to whom paid, and the amount below. Insert the TOTAL "Other Expenses" in the appropriate column.)			
l				
Total expenses for this property:		\$1,017.00	\$0.00	\$0.00
NET INCOME/ LOSS FROM THIS PROPERTY:		-\$1,017.00	\$0.00	\$0.00
TOTAL NET INCOME / LOSS FROM INVESTMENT PROPERTIES:		-\$11,573.00	\$0.00	\$0.00
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR ADDITIONAL REAL PROPERTY				
<p>Nadya resides at the house located at 9718 Oak Pass with our two (2) children. I pay the expenses related to that house. My parents reside at the house located at 321 San Vicente, and they pay all other expenses related to that house.</p>				

ADDITIONAL REAL PROPERTY WORKSHEET		TOTAL AMOUNT I PAY DIRECTLY FOR MYSELF	TOTAL AMOUNT I PAY DIRECTLY FOR THE OTHER PARTY	TOTAL AMOUNT PAID DIRECTLY BY THE OTHER PARTY
Use this Supplemental Worksheet to provide information for any additional real property as needed.				
ADDITIONAL REAL PROPERTY (HOUSE, CONDO, VACANT LAND, ETC.)				
1 I own this additional property (insert address):				
434 S. Canon Drive, Beverly Hills, CA 90212				
I / the other party receives rental income each month for this property in the amount of:				
I pay a monthly mortgage on the rental property payment in the amount of				
I pay a monthly second mortgage in the amount of				
I pay a monthly Home Equity Line of Credit ("HELOC") in the amount of				
If not included in my mortgage payment(s), I pay property taxes in the amount of (divide payment to reach a monthly amount)				
If not included in my mortgage payment(s), I pay a monthly home owners/renters insurance premium in the amount of (divide payment to reach a monthly amount)				
I pay monthly Home Owners Association dues in the amount of				
I pay a monthly Special Assessment Fee in the amount of (to calculate a monthly amount divide: quarterly payment by 3; semi-annual payment by 6 or annual payment by 12)				
I pay the following utilities for this property each month (gas, electricity, water, garbage, sewer, etc.)				
I pay the following maintenance expenses for this property each month (landscape maintenance, pool, pest control, etc.)				
I pay other expenses related to the ownership/rental/lease of this home in the amount of (Specify each "other" expense, to whom paid, and the amount below. Insert the TOTAL "Other Expenses" in the appropriate column.)				
Total expenses for this property:		\$0.00	\$0.00	\$0.00
NET INCOME/ LOSS FROM THIS PROPERTY:		\$0.00	\$0.00	\$0.00
2 I own this additional property (insert address):				
28 Via Mira Monte, Henderson, NV 89011				
I / the other party receives rental income each month for this property in the amount of:				
I pay a monthly mortgage on the rental property payment in the amount of		\$1,218.00		
I pay a monthly second mortgage in the amount of				
I pay a monthly Home Equity Line of Credit ("HELOC") in the amount of				
If not included in my mortgage payment(s), I pay property taxes in the amount of (divide payment to reach a monthly amount)		\$1,000.00		
If not included in my mortgage payment(s), I pay a monthly home owners/renters insurance premium in the amount of (divide payment to reach a monthly amount)		\$700.00		
I pay monthly Home Owners Association dues in the amount of		\$750.00		
I pay a monthly Special Assessment Fee in the amount of (to calculate a monthly amount divide: quarterly payment by 3; semi-annual payment by 6 or annual payment by 12)		\$300.00		
I pay the following utilities for this property each month (gas, electricity, water, garbage, sewer, etc.)		\$1,050.00		
I pay the following maintenance expenses for this property each month (landscape maintenance, pool, pest control, etc.)		\$828.00		
I pay other expenses related to the ownership/rental/lease of this home in the amount of (Specify each "other" expense, to whom paid, and the amount below. Insert the TOTAL "Other Expenses" in the appropriate column.)				
South Shores Golf Club		\$750.00		
Total expenses for this property:		\$5,294.00	\$0.00	\$0.00
NET INCOME/ LOSS FROM THIS PROPERTY:		-\$5,294.00	\$0.00	\$0.00
TOTAL NET INCOME / LOSS FROM INVESTMENT PROPERTIES:		-\$5,294.00	\$0.00	\$0.00
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR ADDITIONAL REAL PROPERTY				
<p>My brother resides at the house located at 434 S. Canon Blvd., and he pay all expenses related to that house. Plaintiff lives in the house located at 28 Via Mira Monte. The expenses related to that house are paid with community funds.</p>				

ADDITIONAL VEHICLES WORKSHEET		TOTAL AMOUNT I PAY DIRECTLY FOR MYSELF	TOTAL AMOUNT I PAY DIRECTLY FOR THE OTHER PARTY	TOTAL AMOUNT PAID DIRECTLY BY THE OTHER PARTY
Use this Supplemental Worksheet to provide information for any additional motor vehicles as needed.				
ADDITIONAL VEHICLES				
I/we own or lease	lease	an additional vehicle.	Explain	2015 Hyundai- Father Pays
Monthly loan / lease payment for this additional vehicle				
Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)		\$100.00		
Total expenses for this additional vehicle:		\$100.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
I/we own or lease	own	an additional vehicle.	Explain	2015 Bentley 12 cyl. Sportster
Monthly loan / lease payment for this additional vehicle				
Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)		\$300.00		
Total expenses for this additional vehicle:		\$300.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
I/we own or lease	own	an additional vehicle.	Explain	2015 Bentley 8 cyl- Nadya
Monthly loan / lease payment for this additional vehicle				
Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)		\$300.00		
Total expenses for this additional vehicle:		\$300.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
I/we own or lease	own	an additional vehicle.	Explain	2015 Ferrari 458
Monthly loan / lease payment for this additional vehicle				
Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)		\$400.00		
Total expenses for this additional vehicle:		\$400.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
I/we own or lease	own	an additional vehicle.	Explain	2015 Lexus- Plaintiff's Vehicle
Monthly loan / lease payment for this additional vehicle				\$1,399.01
Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)				\$189.00
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$1,588.01
ADDITIONAL VEHICLES				
I/we own or lease	lease	an additional vehicle.	Explain	2015 Mercedes G
Monthly loan / lease payment for this additional vehicle		\$1,900.00		
Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)		\$150.00		
Total expenses for this additional vehicle:		\$2,050.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
I/we own or lease		an additional vehicle.	Explain	
Monthly loan / lease payment for this additional vehicle				
Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)				
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
I/we own or lease		an additional vehicle.	Explain	
Monthly loan / lease payment for this additional vehicle				
Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)				
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
I/we own or lease		an additional vehicle.	Explain	
Monthly loan / lease payment for this additional vehicle				
Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)				
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
ADDITIONAL VEHICLES				
I/we own or lease		an additional vehicle.	Explain	
Monthly loan / lease payment for this additional vehicle				
Automobile Insurance (if you have policy covering more than one car, separate the amount for this vehicle)				
Total expenses for this additional vehicle:		\$0.00	\$0.00	\$0.00
TOTAL NET INCOME / LOSS FROM VEHICLES:		\$3,150.00	\$0.00	\$1,588.01

CHILD(REN)'S PERSONAL EXPENSE WORKSHEET (ENTER EXPENSES FOR CHILD(REN) OF THIS RELATIONSHIP ONLY)		TOTAL AMOUNT I PAY FOR MINOR CHILD(REN)	TOTAL AMOUNT OTHER PARTY PAYS FOR MINOR CHILD(REN)	TOTAL AMOUNT PAID BY ANOTHER FOR MINOR CHILD(REN)
1	Child(ren)'s monthly expenses for clothes, shoes & accessories:	\$1,000.00		
2	Child(ren)'s monthly unreimbursed medical expenses:			
	medical co-pays	\$100.00		
	medication (prescription & over-the-counter)	\$25.00		
	optometry			
	dental and orthodontic	\$25.00		
	physical therapy, counseling, other			
3	Child(ren)'s monthly expenses for telephone, cellular telephone, internet	\$100.00		
4	Child(ren)'s monthly expenses for entertainment, dining out, movies, music, other	\$200.00		
5	Child(ren)'s monthly expenses for appearance (hair, manicure/pedicure, facials/massage, cosmetics, other):	\$75.00		
6	Children's monthly expenses for insurance (other than health insurance):			
7	Child(ren)'s monthly education-related expenses (if paid quarterly, divide by 3; semi-annually, divide by 6; annually, divide by 12):			
	Tuition, books & fees	\$50.00		
	Tutoring	\$500.00		
	Special Needs (specify)			
	Uniforms			
	Meals (if not included in tuition)	\$100.00		
	Extracurricular (sports, music, art, etc.)	\$1,000.00		
	Other: List specific "other" education expenses incurred and amount(s) paid, the insert the total in the appropriate column at right.			
8	Childcare expenses (daycare, before and after school care, Nanny, etc.)	\$4,500.00		
9	Summer programs / summer camp	\$1,000.00		
10	Child(ren)'s vehicle (lease/payment, insurance, gas)			
11	Transportation related to visitation - if the child(ren) live in another city/state (pro-rate expenses over the year for a monthly amount, if necessary):			
	Airfare			
	Car Rental			
	Hotel/Motel			
	Parking (at airport or other)			
	Public Transportation			
	Other: List specific "other" transportation expenses incurred and amount(s) paid, the insert the total in the appropriate column at right.			
12	Child(ren)'s Total Monthly Expenses	\$5,675	\$0	\$0
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR CHILDREN'S PERSONAL EXPENSES				

ASSET AND DEBT CHART								
Item	Asset and/or Liability	Last 4 Digits of Account Number	Whose name is on account	Valuation Date	Enter "S" for any separate property and explain why	Gross Value	Amount Owed	Net Value
	Asset							
	Bank Accounts							
1	Bank of America Joint Checking	6446	Both	12/31/15		\$111,216.54		\$111,216.54
2	Bank of America Checking	0129	Gabrielle	12/31/15		\$88,330.56		\$88,330.56
3	Wells Fargo Checking	5397	Dennis	01/31/15		\$16,267.79		\$16,267.79
4	Wells Fargo Checking	8870	Dennis	02/05/16		\$428.55		\$428.55
5	Wells Fargo Savings	6253	Dennis	01/31/16		\$1,637.43		\$1,637.43
6	Subtotal					\$217,880.87		\$217,880.87
	Investments/Securities							
7	UBS Trust- Fee Base	43	Both	01/29/16		\$5,791,228.94		\$5,791,228.94
8	UBS Checking	45	Dennis	01/29/16		\$9,069,368.25		\$9,069,368.25
9	UBS Trust- PWS/GAM	34	Both	01/29/16		\$2,226,101.17		\$2,226,101.17
10	UBS Stock Option	99	Dennis	01/29/16		\$2,063,207.48		\$2,063,207.48
11	UBS Account	17	Dennis	02/12/16		\$0.00		\$0.00
12	UBS Account	75	Dennis	02/12/16		\$95,056.00		\$95,056.00
13	UBS Account	29	Gabrielle	12/31/15		\$1,232,033.68		\$1,232,033.68
14	Merrill Lynch CMA	637	Gabrielle	12/31/15		\$501,903.52		\$501,903.52
15	Merrill Lynch	588	Dennis	12/31/15		\$0.20		\$0.20
16	Merrill Lynch CMA	093	Both	12/31/15		\$282,025.31		\$282,025.31
17	NEA Investment		Dennis	06/2015		\$979,388.00		\$979,388.00
18	Radiology Partners Investment		Dennis			\$150,000.00		\$150,000.00
19	iChill Investment		Dennis			\$150,000.00		\$150,000.00
20	Pray for Ukraine/Winter on Fire Movie		Dennis			\$61,000.00		\$61,000.00
21	Thomasina Movie		Dennis			\$100,000.00		\$100,000.00
22	Subtotal					\$22,701,312.60		\$22,701,312.60
	Retirement Accounts							
23	UBS Rollover IRA	46	Dennis	01/29/16		\$113,295.88		\$113,295.88
24	Fidelity Dignity Health		Gabrielle	12/31/15		\$66,007.11		\$66,007.11
25	Chase Cigna Health Savings	1626	Dennis			\$1,500.00		\$1,500.00
26	Teleflex Pension		Dennis			\$995/month when Dennis turns 65		
27	DaVita Executive Retirement		Dennis	01/31/16		\$307,576.08		\$307,576.08
28	Voya DaVita		Dennis	12/31/15		\$371,444.52		\$371,444.52
29	Merrill Lynch IRRA	040	Gabrielle	12/31/15		\$166,132.95		\$166,132.95
30	Subtotal					\$1,025,956.54		\$1,025,956.54
	Life Insurance Policies							
31	Principal		Dennis	02/15/16		\$20,468.00		\$20,468.00
32	AIG (term policy)		Dennis			No Value		No Value
33	DaVita (term policy)		Dennis			No Value		No Value
34	Subtotal					\$20,468.00		\$20,468.00
	Business Interests							
35	12 Moe, LLC		Dennis			Liquidated		Liquidated
36	System 8		Dennis			Liquidated		Liquidated
37	Subtotal					\$0.00		\$0.00

Item	Asset and/or Liability	Last 4 Digits of Account Number	Whose name is on account	Valuation Date	Enter "S" for any separate property and explain why	Gross Value	Amount Owed	Net Value
	Real Property							
38	28 Via Mira Monte		Both			To Be Sold	(\$829,498.38)	To Be Sold
39	321 San Vicente		Dennis	07/15/15		\$610,000.00		\$610,000.00
40	9716 Oak Pass		Dennis	05/27/15		\$6,250,000.00		\$6,250,000.00
41	434 S. Canon Drive		Dennis	05/27/15		\$615,000.00		\$615,000.00
42	10776 Wilshire Blvd.			05/23/15	Separate	\$3,615,061.76		\$3,615,061.76
43	10776 Wilshire Blvd. - Nanny Quarters			10/2015	Separate	\$332,215.89		\$332,215.89
44	21 Augusta Canyon Way			12/18/15	Separate	\$2,375,000.00		\$2,375,000.00
45	Subtotal					\$13,797,277.60	(\$829,498.38)	\$13,797,277.60
	Automobiles							
46	2015 Mercedes GLE 450		Dennis			Lease		Lease
47	2015 Hyundai		Dennis			Lease		Lease
48	2015 Bentley 12 cyl.		Dennis			\$180,000.00		\$180,000.00
49	2015 Bentley 8 cyl.		Dennis			\$135,000.00		\$135,000.00
50	2015 Ferrari 458		Dennis			\$325,000.00		\$325,000.00
51	2015 Lexus		Gabrielle			Lease		Lease
52	Golf Cart		Both			Unknown		Unknown
53	2015 Mercedes G		Dennis			Lease		Lease
54	Subtotal					\$640,000.00		\$640,000.00
	Personal Property							
55	Furniture and Furnishings		Dennis			Unknown		Unknown
56	Furniture and Furnishings		Gabrielle			Unknown		Unknown
57	Storage Unit Items		Both			Unknown		Unknown
58	Subtotal					\$0.00		\$0.00
	Receivables							
59	Promissory Note- Mitchell Kogod		Dennis			\$178,000.00		\$178,000.00
60	Promissory Note- Sheldon Kogod		Dennis			\$25,000.00		\$25,000.00
61	Personal Loan- Bernie Kogod		Dennis			\$25,000.00		\$25,000.00
62	Personal Loan- Kim Matthews		Dennis			\$25,000.00		\$25,000.00
63	Subtotal					\$253,000.00		\$253,000.00
64	TOTAL ASSETS					\$38,655,895.60		\$38,655,895.60
	Liabilities							
	Long term debt not listed above							
65	None							
66	Subtotal					\$0.00		\$0.00
	Other Liabilities Not listed above							
67	UBS Credit Line	27	Dennis	01/29/16			(\$411,873.62)	
68	American Express Centurion	1009/2007	Dennis	01/15/16			(\$13,433.49)	
69	American Express Optima	3003	Dennis	01/18/16			(\$15,683.85)	
70	American Express Platinum	9008/8000	Dennis	01/25/16			(\$89.99)	
71	Visa Black Card	5185	Dennis	02/06/16			(\$19,035.30)	
72	Wells Fargo Visa	1032/4727	Dennis	01/15/16			(15,008.86)	

Item	Asset and/or Liability	Last 4 Digits of Account Number	Whose name is on account	Valuation Date	Enter "S" for any separate property and explain why	Gross Value	Amount Owed	Net Value
73	Banana Republic	4713	Gabrielle	01/04/16			(\$1,075.04)	
74	Discover	4205	Gabrielle	12/11/15			(\$2,957.57)	
75	Kohl's	2557	Gabrielle	12/17/15			\$0.00	
76	Loft	5363	Gabrielle					
77	American Express	9677	Gabrielle	12/12/15			(\$458.76)	
78	Nordstrom	992	Gabrielle	12/13/15			(\$78.53)	
79	Neiman Marcus	2808	Gabrielle					
80	TJX Rewards	6951	Gabrielle	01/01/16			(\$79.58)	
81	Saks Fifth Avenue	688	Gabrielle					
82	Subtotal						(\$479,774.59)	
TOTAL UNSECURED LIABILITIES								
NET VALUE OF ASSETS (NET EQUITY)								\$38,176,121.00

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SIGNATURE PAGE

Please read the questions below and check "yes" or "no."

	YES	NO
1. Are you contributing to anyone's expenses except your current spouse (if any), the other party and/or children as reported herein?	X	
2. Is anyone contributing to your expenses other than your current spouse (if any) or the other party as reported herein?		X
3. Are you providing any voluntary unpaid services to any entity, group or person?		X
4. Have you canceled any monthly services (housecleaning, cable, lawn care, etc) in the past twelve (12) months?		X
5. Have you removed money from any retirement or deferred compensation account in the past twelve (12) months?		X
6. Have you traveled with anyone other than your current spouse (if any) or alone in the past twelve (12) months?	X	
7. Have you transferred assets totaling \$500 or more in the past twelve (12) months?	X	
8. Have you deferred receiving any money that you are entitled to receive?		X
9. Is anyone holding money for you?		X
10. Have you accrued sick/vacation days that you can cash out through your employer?		X
11. Do you have money on deposit anywhere? i.e. purchase of a home or car, country club membership, landlord		X
12. Have you prepaid any expenses?		X
13. Have you loaned money totaling over \$300 to anyone in the past twelve (12) months?		X
14. Have you made charitable contributions totaling over \$500 in the past twelve (12) months?	X	
15. Does anyone owe you money?	X	
16. Are you owed back child support or spousal support?		X
17. Have you modified your payroll deductions in the past twelve (12) months?		X
18. Are you in Bankruptcy?		X
19. Is your current gross monthly income significantly different (20% or more) from the average for the past 12 months?		X
20. Do you hold any assets outside of the United States?		X

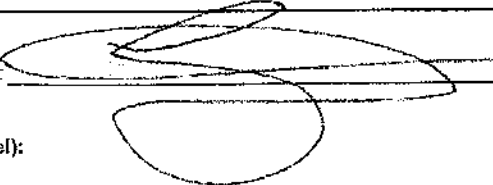
I am the Plaintiff/Petitioner Defendant/Respondent in the above action. I swear or affirm under penalty of perjury that I read and followed all instructions in completing this Financial Disclosure Form and that the contents of this Financial Disclosure Form are true and correct to the best of my knowledge as of this date. I understand that, by my signature, I verify the material accuracy of the contents of this Form. I also understand that any willful misstatements may be contemptuous and could result in my punishment by the Court.

I understand that I have a duty to supplement the information on this form within ten (10) calendar days of discovering additional assets or debts or upon discovering any incorrectly reported information or upon any changed circumstances.

Executed

2/15/16

Signature:



SIGNATURE OF ATTORNEY (if represented by counsel):

By signing this form, the attorney of record certifies that he or she has read the factual statements made by the Declarant and there exists reasonable basis to believe that this financial disclosure is likely to have evidentiary support after full investigation or discovery.

Executed:

2/15/16

Signature:



CERTIFICATE OF SERVICE

I hereby certify that on February 16, 2016, service of the **FINANCIAL DISCLOSURE FORM** was made to the following interested parties in the manner set forth below:

☐

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

☒

Via Facsimile and/or Email pursuant to the Consent to Service By Electronic Means on file herein to:

Radford Smith, Esq.
2470 St. Rose Parkway #206
Henderson, Nevada 89074
Email: rsmith@radfordsmith.com

☐

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

Plaintiff

Respectfully Submitted,

(Signature)

(Printed Name)

Sandra Martinez
sandra martinez



Dennis Kogod
9716 Oak Pass Road
Beverly Hills, CA 90210

DVA Renal Healthcare, Inc. P.O. Box 2076 Tacoma, WA 98401-2076							
Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number	
Dennis Kogod	DVA Renal Healthcare, Inc.	619044	12/20/2015	01/02/2016	01/08/2016		

	Gross Pay	Pre-Tax Ded	Teammate Taxes	Post-Tax Ded	Net Pay
Current	30,769.24	1,730.93	14,959.34	261.02	13,817.95
YTD	30,769.24	1,730.93	14,959.34	261.02	13,817.95

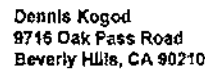
Earnings						Teammate Taxes		
Description	Dates	Hours	Rate	Amount	YTD	Description	Amount	YTD
Regular	12/20/2015-01/02/2016	60	384.6154	30,769.24	30,769.24	OASDI	1,901.98	1,901.98
GTL Imp	12/20/2015-01/02/2016	0	0	100.29	100.29	Medicare	444.82	444.82
						Federal Withholding	9,279.19	9,279.19
						State Tax - CA	3,333.35	3,333.35
Earnings				30,869.53	30,869.53	Teammate Taxes	14,959.34	14,959.34

Pre-Tax Ded				Post-Tax Ded			
Description	Amount	YTD		Description	Amount	YTD	
401(k) Pre-Tax	1,538.47	1,538.47		Vol ADD	2.31	2.31	
Dental	36.99	36.99		DaPac	92.50	92.50	
Medical	88.14	88.14		DVN	14.00	14.00	
Vision	5.79	5.79		DVV Trust	28.00	28.00	
Points-SP	30.77	30.77		Legal Serv	7.27	7.27	
Points-IM	30.77	30.77		Details Not Displayed	116.94	116.94	
Pre-Tax Ded	1,730.93	1,730.93		Post-Tax Ded	261.02	261.02	

Taxable Wages		
Description	Amount	YTD
OASDI - Taxable Wages	30,877.07	30,877.07
Medicare - Taxable Wages	30,877.07	30,877.07
Federal Withholding - Taxable Wages	29,138.60	29,138.60

	Federal	State
Marital Status	Married	
Allowances	0	0
Additional Withholding	0	

Payment Information				
Bank	Account Name	Account Number	USD Amount	Payment Amount
BANK OF AMERICA, N.A.	BANK OF AMERICA, N.A. ****6440	*****6446		13,817.95 USD



Payment Information				
Bank	Account Name	Account Number	USD Amount	Payment Amount
BANK OF AMERICA, N.A.	BANK OF AMERICA, N.A. ****6446	****6446	13,662.20	USD



Dennis Kogod
9718 Oak Pass Road
Beverly Hills, CA 90210

DVA Renal Healthcare, Inc P.O. Box 2070 Tacoma, WA 98401-2070						
Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Dennis Kogod	DVA Renal Healthcare, Inc	618044	01/17/2016	01/30/2016	02/05/2016	

	Gross Pay	Pre Tax Ded	Teammate Taxes	Post Tax Ded	Net Pay
Current	30,769.24	2,038.62	14,917.62	272.56	13,540.44
YTD	92,307.72	5,808.17	44,672.82	606.14	41,020.69

Earnings					Teammate Taxes		
Description	Dates	Hours	Rate	Amount	YTD	Description	Amount
Regular	01/17/2016-01/30/2016	80	384.6164	30,769.24	92,307.72	OASDI	1,901.98
GTL Imp	01/17/2016-01/30/2016	0	0	100.29	300.87	Medicare	444.81
						Federal Withholding	9,167.34
						State Tax - CA	3,413.49
Earnings					30,869.53	92,808.59	
						Teammate Taxes	14,917.62
							44,672.82

Pre Tax Ded				Post Tax Ded			
Description	Amount	YTD		Description	Amount	YTD	
ADT (K) PreTax	1,846.16	5,230.79		Vol ADD	2.31	6.99	
Dental	36.89	110.97		DaPac	92.50	277.50	
Medical	88.14	264.42		DVN	14.00	42.00	
Vision	5.79	17.37		DVY Trust	28.00	84.00	
Points-SP	30.77	92.31		Legal Serv	7.27	21.81	
Points-TM	30.77	92.31		Details Not Displayed	128.48	373.90	
Pre Tax Ded	2,038.62	5,808.17		Post Tax Ded	272.56	806.14	

Employer Paid Benefits			Taxable Wages		
Description	Amount	YTD	Description	Amount	YTD
FSA/ER	900.00	900.00	OASDI - Taxable Wages	30,677.07	92,031.21
			Medicare - Taxable Wages	30,677.07	92,031.21
			Federal Withholding - Taxable Wages	28,830.91	86,880.42
Employer Paid Benefits	900.00	900.00			

Federal		State		Absence Plans		
Mental Status	Married			Description	Accrued	Reduced
Allowances	0	0	0	Paid Sick Time	0	0
Additional Withholding	0					72

Payment Information				
Bank	Account Name	Account Number	USD Amount	Payment Amount
BANK OF AMERICA, N.A.	BANK OF AMERICA, N.A. *****8446	*****8446		13,540.44 USD

1 TRANS

FILED

DEC 29 2016

John L. Smith
CLERK OF COURT

2
3 COPY

4
5 EIGHTH JUDICIAL DISTRICT COURT

6 FAMILY DIVISION

7 CLARK COUNTY, NEVADA

8
9 GABRIELLE CIOFFI-KOGOD,)

10 Plaintiff,)

CASE NO. D-13-489442-D

11 vs.)

DEPT. Q

12 DENNIS L. KOGOD,)

13 Defendant.)

14
15 BEFORE THE HONORABLE BRYCE C. DUCKWORTH
DISTRICT COURT JUDGE

16 TRANSCRIPT RE: MOTION TO STAY

17 WEDNESDAY, FEBRUARY 17, 2016

18 APPEARANCES:

19 The Plaintiff:
For the Plaintiff:

GABRIELLE ROSE CIOFFI-KOGOD
RADFORD SMITH, ESQ.
2470 St. Rose Pkwy., #206
Henderson, Nevada 89074
(702) 990-6448

22 For the Defendant:

DANIEL MARKS, ESQ.
NICOLE YOUNG, ESQ.
610 S. 9th St.
Las Vegas, Nevada 89101
(702) 386-0536

1 LAS VEGAS, NEVADA

WEDNESDAY, FEBRUARY 17, 2016

2 PROCEEDINGS

3 (THE PROCEEDINGS BEGAN AT 10:11:24)

4

5 THE COURT: All right. We are on the record in the
6 Cioffi-Kogod matter, Case D-13-489442-D. Please confirm your
7 appearances.

8 MR. SMITH: Radford Smith, 2791, on behalf of
9 Gabrielle Cioffi-Kogod, who's to my right, Your Honor.

10 THE COURT: Good morning.

11 MR. MARKS: Your Honor, Daniel Marks for Dennis
12 Kogod. My bar number is 002003.

13 THE COURT: Good morning. Any --

14 MR. MARKS: Good morning, Your Honor.

15 THE COURT: -- resolved issues?

16 MR. MARKS: No, Your Honor, I -- since we only have
17 -- we're starting the trial on Tuesday, I would like to just
18 get -- I think maybe today we could at least get some
19 housekeeping done in terms of the order of witnesses, so I
20 could know where Mr. Smith's heading. Because we have the
21 kind of weird schedule of Tuesday afternoon, Wednesday
22 afternoon, and all day Friday.

23 THE COURT: Right. Well, first let me address --
24 the issue that's before the Court relates to the -- your

1 request and the motion filed by the Plaintiff for an order to
2 show cause. Here -- here's what I'm inclined to do.

3 Today's hearing is not about the Court making those
4 findings of contempt, it's about making a determination based
5 on the papers on file whether there's a sufficient basis to
6 issue an order compelling the Defendant to appear at a future
7 hearing, i.e. the trial, to show cause why he should not be
8 held in contempt. And I know there are factual disputes that
9 you've raised in the papers and the opposition, but there's a
10 sufficient basis for the Court to have an order to show cause
11 issued.

12 MR. MARKS: Can I be heard on that, Judge? Please,
13 because I think they can try their case next week, and they
14 can take their potshots next week, and my client will be here.
15 And they can try to grandstand about it's our fault about
16 discovery, and they can try to, you know, do all their
17 bluster. I'm -- and, you know, and subject to my objections,
18 you can do what you want.

19 But please don't do an order. There's no -- there's
20 no affidavit even of the Plaintiff. They slapped this thing
21 together. I don't know why they filed it in January. It's
22 almost like they saved up all their grievances from the fall.
23 We virtually never had discovery disputes in this case.

24 There's plenty of money. There's no violations of court

1 orders. If they want to take their shots, they have all next
2 week, and I'm sure it's going to go on beyond that. But
3 there's no order to show cause. For an order to show cause, I
4 don't have to lecture Mr. Smith or you. You need a detailed
5 affidavit. You need an absolute court order under that
6 Nevada state welfare case.

7 There is tons of money here. We've transferred
8 millions of dollars to the Plaintiff. They are now
9 complaining that between August and October there was a delay.
10 In our opinion, that delay was caused by UBS, it was caused by
11 certain documents of if someone died in this case, who the
12 money should go to, whether it should be POD or joint. It is
13 not contemptible. No money -- it's just not valid. I don't
14 want to always be on the defensive. Let them put on their
15 case, but there isn't enough for an order to show cause.

16 That being said, they can make the same complaining
17 points and try to gain some tactical advantage in this case by
18 complaining about the stuff in their motion during the trial,
19 and it's probably somewhat admissible. But it's not contempt
20 and it's not an order to show cause. They're saying it was a
21 delay in transferring money. There's no evidence that it's
22 caused by Dennis. They don't even have a Plaintiff affidavit
23 or a UBS affidavit. They're saying that we elongated
24 discovery. That's so preposterous. I don't think I've ever

1 produced more documents in a case.

2 They had a problem with Jennifer Steiner. I got on
3 the phone. I spent tons of time and effort with her attorney
4 in Chicago, getting her to come to Beverly Hills, which was
5 their most convenient location, so we didn't have to go to
6 Utah.

7 I'm totally offended. I don't think Mr. Smith with
8 a straight face could say I didn't cooperate, I didn't work
9 and take depositions on a Saturday to accommodate him. I went
10 to New York, you know, when they wanted to go, not when I
11 wanted to go to accommodate him and the Plaintiff. I have
12 never been more civil, cooperative, in any case. And I don't
13 think Mr. Smith with a straight face could say that. The
14 amount of money at stake with any other attorneys, this would
15 have been a nightmare.

16 I have been very, very professional, very, very
17 cooperative. I was so offended. This was just a cheap shot
18 of all their accumulated, you know, slights for
19 September/October, and they filed it in January. It's moot.
20 It's stale. It's nowhere near contemptuous. Let's just try
21 the case straight out.

22 THE COURT: Well, that --

23 MR. MARKS: This -- this is --

24 THE COURT: And effectively that's --

1 MR. MARKS: -- there's nothing here.

2 THE COURT: Well, listen, effectively that's what --
3 what -- what's going to happen.

4 MR. MARKS: But don't --

5 THE COURT: I think --

6 MR. MARKS: -- make me show cause. There's nothing
7 -- it doesn't meet the minimum standards of a show cause, Your
8 Honor.

9 THE COURT: Well --

10 MR. MARKS: It just doesn't.

11 THE COURT: Well, let me hear from Mr. Smith. In
12 terms of an Awad affidavit, Mr. Marks makes a point that
13 there's not a detailed affidavit. There -- there are detailed
14 schedules attached --

15 MR. MARKS: And that's their --

16 THE COURT: -- to the motion --

17 MR. MARKS: -- expert, and we're going to have our
18 expert, and you can --

19 THE COURT: Understood.

20 MR. MARKS: -- nightmarishly go through every line
21 and give her what you think she's entitled to, but it's not
22 contempt. They don't get to kind of bootstrap -- this isn't
23 like a political campaign, this is supposedly -- a Court of
24 law, let them prove their case and give her whatever money or

1 nothing that you think. We're ready to do that, but don't
2 grandstand about, you know, I delayed discovery. That is so
3 false.

4 THE COURT: Well, no, but understand, this has
5 nothing to do with a discovery issue.

6 MR. MARKS: There was a delay of two months in
7 getting her her money.

8 THE COURT: I -- well --

9 MR. MARKS: Come on, Judge.

10 THE COURT: All right. Let me hear from Mr. Smith.

11 MR. SMITH: The question before the Court is
12 properly identified as whether or not there's adequate basis
13 for a show cause, as we identified in our -- a motion to show
14 cause does require an affidavit, which is attached. The
15 affidavit itself has -- has -- has verification of the
16 schedules and the information, discovery information, that
17 supports the show cause hearing.

18 The question of whether or not he has expended
19 monies in violation of the show cause beyond necessitive
20 circumstances, we provided great detail, all confirmed by the
21 affidavit and the discovery that was attached, that identified
22 the -- that information.

23 So we think that that adequately states and provides
24 notice, because that is really the basis of the affidavit, is

1 that we have notice and verification that the -- identifies
2 the alleged violations of the court order. And I don't think
3 that one could possibly read our motion without understanding
4 in great detail exactly what we have complained about.

5 We've -- in general ways, the motion could have been
6 substantially longer because to get into the specific detail,
7 we identified by charts. And so the charts identified each
8 and every expense we've -- we exclaim -- or we contend were
9 violations of the -- the joint preliminary injunction.

10 The joint preliminary injunction is a valid court
11 order by its -- the rules, Eighth Judicial Court rules that
12 establish the right to -- or the procedure. It indicates that
13 it's punishable by contempt. We also think it's a matter of
14 sanctions, this matter under 7.60. And I think Mr. Marks is
15 speaking to the issues under 760 whether Dennis -- we haven't
16 taken any shots at Mr. Marks. I want you to be -- I want the
17 Court to be clear about that.

18 We've -- but we -- Dennis told us things, actually
19 at the time that Mr. Jimmerson was his counsel, that -- he
20 caused us to engage in motion practice before the discovery
21 commissioner relating to the deposition of Ms. Steiner. His
22 change of attorneys at the time when eight or nine different
23 depositions at great difficulty were scheduled, and then
24 ultimately his cancellation -- not something Mr. Marks did --

1 but his cancellation of the deposition on I think at least two
2 occasions, one the night before the deposition was to be
3 taken, caused some delay.

4 Those are really the matters associated with the
5 EDCR 7.60 causing expenses. The thing that was particularly
6 offensive to me and why we ultimately filed these motions, is
7 I had an ongoing dialogue with both the Court at the time, if
8 the Court reviews the -- the hearings in this case, I had
9 mentioned the idea that we believe there was still spending
10 that was inappropriate under the JPI.

11 We contacted both Mr. Jimmerson -- and then Mr.
12 Jimmerson and I had talked about some level of agreement and
13 had entered a stipulation for part of that spending, which is
14 the -- the monies that Mr. Marks indicates were transferred to
15 my client. That was by stipulation based upon Dennis'
16 misstatement to you when you came to a previous hearing that
17 he was thinking about buying a condominium in California and
18 then would provide us the information. But when we got the
19 information prior to the date of that hearing, the sale had
20 already been consummated.

21 So we took the position that, you know, that was a
22 violation of the JPI, but we'd be satisfied with just the
23 transfer of the money and some other considerations. On the
24 purchase of a yacht, which also occurred during the time of

1 the JPI.

2 We thought, with that dialogue, the stipulation that
3 that kind of spending would end, and we've had conversations
4 -- and I don't think Mr. Marks would deny that we've had
5 several conversations about the notion of dividing up money so
6 that each party would have sufficient monies to use on
7 whatever they saw fit, and they could pay, for example, his
8 expenses to provide for the -- the home and the car for Ms.
9 Khapsalis's home -- his -- for his children, the attorney's
10 fees, et cetera, all the things we mention in our -- he --
11 could have come out of his share of a divided community. But
12 that never got accomplished.

13 And then we had asked for something as simple as
14 putting the bank accounts in Gabby's name to ensure that there
15 was going to be no more spending, and that didn't get
16 accomplished. And then we find -- and that was sort of the --
17 the final straw, when Mr. Leauanae was looking through papers,
18 we found a sale of \$300,000, that he had purchased new
19 quarters.

20 I don't think there should be different law for
21 wealthy people. I think wealthy people should comply by the
22 rules. It would have been a very simple thing for Mr. Kogod
23 to advise Mr. Marks and Mr. Marks to advise me that he would
24 like to purchase this additional item. We could have divided

1 up money, we could have done any number of things, but that
2 was never done. And Mr. Kogod repeatedly did that. Things --
3 things as blatant as buying a condominium, a Ferrari, a yacht,
4 a -- you know, additional parts of it.

5 So we think there's adequate basis for the show
6 cause hearing. We think that it makes sense from a judicial
7 economy standpoint to have that proceeding during the kind --
8 time of the divorce. Many of those issues will be addressed
9 as part of the overall claim of marital waste, which we've
10 discussed before in this case.

11 And then there -- there will be -- I think it's very
12 unlikely -- the reason I've asked even at this date for some
13 division of funds so as to accomplish what we've -- we've
14 talked about is because I think both Mr. Marks and I do not
15 believe that we'll be able to complete the trial within the
16 approximately two days that we have, so in the 12 hour period
17 of time.

18 We have eight separate depositions, as I recall, and
19 we have the witnesses, two live witnesses at least, and maybe
20 more. And then we have the deposition for the testimony of
21 the experts. I'd note to the Court that even just the
22 parties' depositions -- Mr. Kogod's deposition went for two
23 days. Mr. -- Mrs. Kogod's went for about five or six hours.
24 The deposition of Mr. Leauanae went for I think about four and

1 a half hours.

2 So these are time frames that we just don't think --
3 now obviously it's going to be a little bit condensed for
4 trial, but the issues are significant and they're -- they're
5 complex in the sense that there's a lot of data and
6 information to wrap your head around. The reports are
7 extensive. There's four separate expert reports and
8 rebuttals.

9 So again, we -- we just don't -- and then there's an
10 appraiser that's going to testify, who's going to be
11 testifying about the values of the -- the residences. There's
12 going to be testify (sic) about -- testimony about the
13 reasonable rental value of those residences. So I just -- I
14 don't see us completing in those two days.

15 So in the meantime, based upon what is not denied --
16 in the opposition they don't deny the spending -- is that we
17 segregate some portion of money so that, you know, Mr. Kogod
18 can pay these separate expenses from separate money. Whether
19 or not he reimburses for the things he's already paid, that's
20 going to be up to Your Honor at the time of trial. But in the
21 future, I'd just -- it's hard to imagine that he continues to
22 pay for the Bentley payment, for the -- the expenses of the
23 house and all these things out of community funds. It's a
24 little difficult for Ms. Kogod to deal with. So --

1 MR. MARKS: Your Honor, can I be heard on that?

2 THE COURT: Well, before you -- sure -- you say
3 anything, let me just note, and as it relates to issues of
4 contempt. And I view that different, a little bit different
5 than necessarily the -- the marital waste or division of
6 assets that I'm going to be looking at. If -- if Mr. Kogod
7 had entered into contractual relationships before these --
8 before we had our first hearing, for example --

9 MR. SMITH: Yes.

10 THE COURT: I know this case has been pending for a
11 lot longer than it's been active in front of me. Those
12 contractual relationships need to be honored, and I wouldn't
13 view that as a matter of contempt that he paid those items,
14 there --

15 MR. SMITH: I understand.

16 THE COURT: -- but it may be a basis for the
17 Plaintiff to be reimbursed community funds that were used for
18 that purpose, but I don't necessarily view it as an issue of
19 contempt if he is simply complying with contractual
20 obligations that he had previously entered into.

21 MR. SMITH: Yes.

22 MR. MARKS: Your Honor, could I --

23 MR. SMITH: I understand.

24 THE COURT: They need to be maintained.

1 MR. SMITH: I understand the distinction --
2 MR. MARKS: Your Honor, could I co --
3 MR. SMITH: -- in doing that and then going out and
4 -- and --
5 THE COURT: Entering into a new contract --
6 MR. SMITH: Entering into a new --
7 THE COURT: -- contractual --
8 MR. SMITH: -- contract and not being precisely --
9 MR. MARKS: Okay. But what is --
10 MR. SMITH: -- honest to the Court --
11 MR. MARKS: -- the point of --
12 MR. SMITH: -- about that.
13 MR. MARKS: -- this now? In other words, for a
14 contempt -- let's just deal procedurally first, Judge.
15 Because I don't think this has been -- Mr. Smith has been, you
16 know, handling this with you correctly. If you rea -- if he
17 really thought there was contempt, you don't attach his
18 expert's schedules, which I can tell you, everyone has an
19 expert, and I deposed, you know, Joe Leauanae and there's
20 considerable holes in his report.
21 The affidavit is by Garima, who with all due
22 respect --
23 THE COURT: I --
24 MR. MARKS: -- is an attorney.

1 THE COURT: I get that.

2 MR. MARKS: So --

3 THE COURT: And it's a tax schedule.

4 MR. MARKS: -- just deny without prejudice the
5 contempt and let them try the case. And if there's waste,
6 you're going to issue a judgment because this is an unusual
7 situation where all they're doing is complaining, but while
8 they're complaining, the estate is actually growing.

9 THE COURT: Well --

10 MR. MARKS: And let us have our time. But I -- but
11 I agree with one thing. We need to know kind of a schedule.
12 He's mentioned an appraisal. I need to know for -- because we
13 only have like an afternoon on Tuesday.

14 THE COURT: Well, let me ask you this.

15 MR. MARKS: What -- generally who he's going to call
16 so I know what I'm doing.

17 THE COURT: Well, let me ask both sides in -- just
18 in terms of a scheduling standpoint, because my -- my intent
19 would be to finish -- my intent is to finish next week. I've
20 talked before about -- have any offers been made to allow
21 entry of decree by either side?

22 MR. MARKS: We would like to get a decree done, but
23 I don't -- I don't know.

24 THE COURT: Well, no, under the --

1 MR. MARKS: We -- there's --
2 THE COURT: -- under the rules, the offer of
3 judgment rule that is applicable to -- to domestic cases.
4 MR. SMITH: The answer to your question is no.
5 Neither side --
6 THE COURT: Okay. Neither side.
7 MR. SMITH: -- has set forth an offer.
8 MR. MARKS: I don't want to talk settlement. I -- I
9 would just like to know --
10 THE COURT: No, and I'm not asking you to talk
11 settlement, but as sometimes that's a vehicle by which
12 settlement may be promoted because they're the -- what's
13 attached to that are the attorney's fees. If -- if you do
14 better than what you offer and you're offered to allow entry
15 of decree. Have you -- have there been any dialogue or
16 communication about stipulating to values? For example --
17 MR. MARKS: Yeah, we're --
18 THE COURT: -- I hear real estate appraisers.
19 MR. SMITH: Yes.
20 MR. MARKS: Yeah, we're --
21 MR. SMITH: Yeah, we're -- I think it's very likely
22 that we'll have a -- a proposed community property
23 distribution that's agreed upon by the parties. And I don't
24 know about the exact values of these two items. We still have

1 to talk about that. They're close enough to where I think we
2 could resolve them.

3 MR. MARKS: We're trying --

4 MR. SMITH: But --

5 MR. MARKS: -- to resolve that.

6 MR. SMITH: -- the issue of the unequal division of
7 property, which is the -- arises from the claim of marital
8 waste that -- we were at separate ends of the spectrum.

9 MR. MARKS: I mean, we certainly will continue to
10 talk. We have a deposition this afternoon. I talk to Mr.
11 Smith frequently. But for today -- because we're starting
12 Tuesday if we don't get it resolved -- I need to know kind of
13 a -- a temporary list of where he's heading so I can have my
14 -- like for instance, if he's calling Mr. Leauanae, I -- I
15 would want to have Mr. Teichner. That's normal.

16 If he's calling his real estate person, I'd want to
17 have my real estate person. I just need to know what he's
18 doing because it's three hours on Tuesday. I assume we'll do
19 openings I need to know what (sic) he's going to call.
20 Everybody, even if you're in a jury trial, the judge tells you
21 they've got to at least give you the day before who you're
22 calling the next day so you can have your books and be ready
23 to go.

24 THE COURT: Well, who -- who are the witnesses that

1 the Plaintiff intends to call?

2 MR. SMITH: The witnesses would be the parties
3 themselves, the expert appraiser, and the experts from
4 Anthem --

5 THE COURT: Anthem.

6 MR. SMITH: -- Forensics. We --

7 MR. MARKS: Could I get an order --

8 THE COURT: I'm going to --

9 MR. MARKS: -- so I --

10 THE COURT: I'm going to ask him --

11 MR. MARKS: Okay.

12 THE COURT: -- about that.

13 MR. SMITH: We -- it's either going to be Ms. Kogod
14 first, and then Mr. Kogod, or vice versa and then the experts.

15 THE COURT: So the intent would be to have some
16 expert testimony Tuesday afternoon.

17 MR. SMITH: Yes.

18 MR. MARKS: No, you just said --

19 MR. SMITH: Well, but -- but the -- the intent would
20 be, but I think the chances of actually getting that work done
21 prior to --

22 THE COURT: The end of Tuesday. So --

23 MR. SMITH: And --

24 THE COURT: -- realistically I think Wednesday is

1 probably going to be more --
2 MR. MARKS: Judge, he said the parties first.
3 THE COURT: I understand. I --
4 MR. MARKS: The parties are going to be three hours.
5 THE COURT: Okay.
6 MR. MARKS: Easily.
7 MR. SMITH: I think at -- I think that's actually a
8 -- a minimal estimate of what the --
9 THE COURT: Probably a fair estimate, so --
10 MR. MARKS: If we do openings -- we need to do
11 openings -- and then he calls my client, I doubt we'll finish
12 my client by five o'clock Tuesday, to be fair. I doubt he'll
13 finish his --
14 THE COURT: And that -- that makes sense --
15 MR. MARKS: -- direct.
16 THE COURT: -- so I'm -- I'm thinking that --
17 MR. MARKS: Then Mrs. Kogod, so --
18 THE COURT: -- the experts, the first --
19 MR. MARKS: So will the experts --
20 THE COURT: -- that we're going to hear from experts
21 we --
22 MR. MARKS: -- be Friday?
23 THE COURT: Or do you think you'll still have the
24 parties on Wednesday, Tuesday and Wednesday?

1 MR. SMITH: Here's my experience in trial, and I've
2 done this a long time in many trials. I've never seen a trial
3 go as estimated from the time. It's always longer. I don't
4 know why that is, but -- and it's not always -- it's because
5 of things that happen during the court -- court case that you
6 can't sometimes predict or commitments of somebody or somebody
7 being late or just any number of things. But if everything
8 goes as planned, smoothly, we would need to establish the
9 factual basis for the expert report.

10 It makes no sense for us to identify why we saw
11 there -- certain things as waste unless we establish the
12 factual basis. That factual basis comes in not only through
13 the testimony of Dennis and Gabrielle, but also through the
14 testimony of all of the other fact witnesses. So we have six
15 -- eight other depositions that would need to be, you know,
16 established in the record.

17 THE COURT: Well, but I'm a little con -- you keep
18 -- both sides refer to these depositions. Are you saying
19 you're --

20 MR. MARKS: They're out of state.

21 THE COURT: -- you're going to have these
22 depositions --

23 MR. MARKS: They have to be read.

24 THE COURT: -- read into the record?

1 MR. MARKS: Yeah.
2 THE COURT: Oh, okay.
3 MR. MARKS: But, Judge, you're -- he's confusing
4 you, and that's just very troubling. It -- I -- I'm hearing
5 him saying he's calling his client or my client, he doesn't
6 want to tell me. I'm guessing he'll call my client first.
7 That's fine. Then I assume he'll call his client, then he'll
8 read the depositions. I would just like to know when he's going to
9 call Mr. Leauanae or his realtor, so if I want to have my
10 opposing --
11 THE COURT: Well, what I --
12 MR. MARKS: -- numbers --
13 THE COURT: Well, but I --
14 MR. MARKS: -- available --
15 THE COURT: I think --
16 MR. MARKS: -- that's not unreasonable.
17 THE COURT: -- what Mr. Smith is saying is, he
18 doesn't know exactly when that may occur.
19 MR. MARKS: So he'll tell me --
20 THE COURT: But --
21 MR. MARKS: -- the day before.
22 THE COURT: Well, but I -- I think to be clear, it's
23 not going to be Tuesday.
24 MR. MARKS: Right. And it's not --

1 THE COURT: I think we --
2 MR. MARKS: -- going to be Wednesday.
3 THE COURT: -- all agree. And then perhaps at the
4 end of our proceedings on Tuesday, we're probably going to be
5 in a better position to know if it's even going to be
6 Wednesday.
7 MR. MARKS: Right.
8 MR. SMITH: If --
9 MR. MARKS: Or Friday.
10 MR. SMITH: -- we could -- we could commit to the
11 notion of Friday with the understanding that the factual
12 presentation may not be done at that point. But I think we
13 can identify by that time categories of why Mr. Leauanae
14 identified certain expenditures as potential waste.
15 MR. MARKS: Got it. Could I ask Mr. Smith through
16 the Court, does he intend to read the eight depositions prior
17 to calling Mr. Leauanae or is that something he's not going to
18 do?
19 MR. SMITH: Well, again, it just seems logical to me
20 that the factual basis for a claim of waste would be
21 established before having the expert testify.
22 MR. MARKS: I agree. I agree. I just want to know
23 what's in his mind.
24 THE COURT: Well, but -- but in that regard,

1 understanding that we have these depositions -- and I know
2 typically those are read into the record. Obviously those are
3 -- if they're entered into the record, that's something that I
4 ultimately --

5 MR. MARKS: They have to be read --

6 THE COURT: -- would read.

7 MR. MARKS: -- subject to objections, you have to
8 read them.

9 THE COURT: Okay. All right.

10 MR. MARKS: In this case, unfortunately. I have
11 talked to Mr. Smith about it. Would you entertain by Friday,
12 if we don't finish, divorcing the parties subject to the rest
13 of the case?

14 We would try to divide the undisputed monies, which
15 I've tried to do it, Mr. Smith, but we can't, in the context
16 of not being divorced because of inheritance, death, all the
17 probate issues that we don't usually deal with. I couldn't
18 reach an agreement. But I would like if they're divorced and
19 community property is terminated subject to your decision by
20 stip -- if we do it by stip and by court order, then certainly
21 the undisputed monies can be divided. We'd love to do that.

22 THE COURT: Well, under Gojack, it's something --

23 MR. MARKS: If you can't --

24 THE COURT: -- you'd have to --

1 MR. MARKS: -- do it --
2 THE COURT: -- stipulate to.
3 MR. MARKS: -- if you -- and I'm asking if you'd
4 stipulate to that or talk to your client and see. If he
5 won't, then we're back, you know. It makes a difference.
6 THE COURT: Well, it's -- it's up to the parties to
7 -- and I'm not -- that's something --
8 MR. MARKS: Okay. But I need --
9 THE COURT: -- you can -- you can --
10 MR. MARKS: -- to know that.
11 THE COURT: -- you can discuss that. I'm not --
12 MR. MARKS: Okay.
13 THE COURT: But --
14 MR. MARKS: All right.
15 THE COURT: -- that -- that's something --
16 MR. MARKS: Okay. Then --
17 THE COURT: -- you can discuss separately.
18 MR. MARKS: -- the other issue is if we don't --
19 MR. SMITH: That's handling as an experienced judge
20 would. So many judges would peg you down and try to --
21 MR. MARKS: Okay.
22 THE COURT: Well --
23 MR. MARKS: If we don't finish on Friday --
24 THE COURT: My goal is to finish.

1 MR. MARKS: Okay. If we don't --

2 THE COURT: I know both -- both of you are saying
3 this is going to go longer.

4 MR. MARKS: Well, you can't read eight depositions that
5 one of them took all day. If you read a deposition that took all
6 day -- because we were both there -- it's going to be hard to
7 pare it down if you read the whole deposition. I asked Mr. Smith,
8 is he going to read portions or the whole. He wants to read
9 the whole. I can't stop that.

10 MR. SMITH: No, no, no. I -- I -- maybe -- maybe
11 Mr. Marks had misunderstood me. I have no intention to read
12 any portion of the deposition that I don't think is
13 necessary --

14 MR. MARKS: Okay.

15 MR. SMITH: -- to support the claim of marital
16 waste.

17 MR. MARKS: But he thinks the --

18 MR. SMITH: We're going through --

19 MR. MARKS: -- whole deposition.

20 MR. SMITH: We're going through the depositions very
21 carefully now and --

22 MR. MARKS: All right.

23 MR. SMITH: -- highlighting those sections that we
24 think are -- are important. Mr. Marks will have the

1 opportunity, once we present that evidence at the time of the
2 -- the trial, to identify those areas that he would like to
3 have testify -- or have the testimony --

4 MR. MARKS: So normally I ask for the portions and
5 the answer that I got back by email I thought was I'm reading
6 the whole thing.

7 THE COURT: Well --

8 MR. MARKS: If he's not reading the whole thing --

9 THE COURT: I --

10 MR. MARKS: -- can he send me the portions?

11 THE COURT: I certainly would encourage --

12 MR. MARKS: Okay.

13 THE COURT: -- on both sides to pare it down to what
14 is --

15 MR. MARKS: Right.

16 THE COURT: -- necessary. I --

17 MR. MARKS: If we don't finish, because that's just
18 his case, and obviously I have a case. If he doesn't finish
19 -- and I agree with him, we're not probably going to finish --
20 will you then look at some other dates that are mutually
21 convenient?

22 THE COURT: Well, I mean, I'll -- I'll take a look
23 at that when -- when it happens.

24 MR. MARKS: Okay. All right.

1 THE COURT: And I will say, again -- and as I -- as
2 you're aware, you've been in front of me before, at the time
3 of trial I keep -- I keep an outline. I'm typing as we go,
4 listening to the testimony. I -- I log the time it starts,
5 the time it ends, and so I keep track of the time that's being
6 used. I do not intend to allow this to go on and on and on
7 and on. I -- I know there are cases that are legendary here
8 in this courtroom --

9 MR. MARKS: We don't intend to do that.

10 THE COURT: -- that just have a life span -- I'm not
11 going to -- I'm not going to --

12 MR. MARKS: We don't intend --

13 THE COURT: -- engage in that.

14 MR. MARKS: -- to do it, but I think we --

15 THE COURT: And the Supreme Court has, in
16 unpublished decisions recently, said we -- we have the
17 authority to control our courtroom --

18 MR. MARKS: We agree with that, but --

19 THE COURT: -- and the amount of time that's used,
20 so.

21 MR. MARKS: -- I think you're going to want to hear
22 from the parties, you'll want to --

23 THE COURT: I do want to --

24 MR. MARKS: -- hear from the experts.

1 THE COURT: -- hear from the parties and anyway we
2 can short-circuit it -- I think the experts obviously are
3 going to have value to this Court in terms of the issue of
4 marital waste. I've said that from day one. And I've even
5 given instruction with -- with the folks from Anthem Forensics
6 here saying, look, this is what I'm looking at --

7 MR. MARKS: All right.

8 THE COURT: -- and -- and so I've pried -- tried to
9 provide some -- some indication as to what I'm looking at.
10 And I know there's a number out there, and my hope is they
11 continue -- you continue those discussions and we can wrap it
12 up next week. But back -- I am -- I am going to issue the
13 order to show cause, but, Mr. Marks, you still preserve your
14 -- your Awad argument about the sufficiency of the affidavit.
15 That's something that will be heard. And whether or not I
16 need to set separate proceedings independent of --

17 MR. MARKS: It's really --

18 THE COURT: -- the trial --

19 MR. MARKS: -- piling on, Judge.

20 THE COURT: -- it's going to be part of the trial
21 though. I think the --

22 MR. MARKS: It's really piling on.

23 THE COURT: -- testimony that's going to come in --

24 MR. SMITH: Again, we --

1 MR. MARKS: It's really a cheap shot.
2 MR. SMITH: Our --
3 MR. MARKS: It really is.
4 MR. SMITH: Our view --
5 MR. MARKS: There's no affidavit.
6 MR. SMITH: Our view is that the matters will be
7 addressed in trial. It's not -- the relief that we're seeking
8 is not jail time. There's no benefit --
9 THE COURT: Right.
10 MR. SMITH: -- to that for anyone. The relief is
11 some economic sanction.
12 But, Judge, if you -- if we have a bank and we allow
13 people to come in and take whatever money --
14 MR. MARKS: Does he keep arguing? You re -- you
15 made his --
16 THE COURT: I don't need anymore.
17 MR. MARKS: -- ruling. We don't need to --
18 THE COURT: I -- I --
19 MR. MARKS: -- grandstand.
20 THE COURT: I'm issuing.
21 MR. MARKS: Okay.
22 THE COURT: Go ahead and -- and prepare the order --
23 MR. SMITH: Okay.
24 THE COURT: -- to show cause.

1 MR. MARKS: We're starting at 1:30 on Tuesday.
2 THE COURT: Starting at 1:30, yes.
3 MR. MARKS: All right.
4 MR. SMITH: Judge, I don't want to forget the notion
5 that there's also the issue of our request for alimony in this
6 case based on --
7 THE COURT: I know, that's --
8 MR. SMITH: -- the --
9 THE COURT: -- that's at issue in the pleadings. I
10 -- I recognize that.
11 MR. MARKS: So how is it going to -- so how can we
12 short-circuit the trial when --
13 THE COURT: Well, certainly these depositions that
14 you've referred to, I -- they should be tailored down to
15 exactly those points that are necessary.
16 MR. KOGOD: All right, Judge.
17 THE COURT: That -- that information that's going to
18 be beneficial to me. And I don't think it -- it makes sense
19 to go through an entire deposition day transcript.
20 MR. SMITH: But -- but let me --
21 MR. MARKS: But Judge --
22 MR. SMITH: -- let me give you an example and
23 maybe --
24 MR. MARKS: I don't have an objection, but I just

1 want to make sure, since I'm the Defendant and it's just the
2 luck of the draw who's the Plaintiff and who's the Defendant,
3 that we get to put on our case.

4 I'm not going to stop him from putting on his case.
5 I'm being a realist. We're not going to finish. That I need,
6 you know, reasonable time. You're not getting tired, you're
7 not getting -- you know, we're going to get this thing done.
8 I just want to have a fair amount of reasonable time to put on
9 my case after, because he's --

10 THE COURT: A lot of that's --

11 MR. MARKS: -- not going to finish.

12 THE COURT: A lot of that's going to be gauged by do
13 I believe the information you're providing to me is beneficial
14 to the Court and helpful to a resolution of the issues that
15 are in dispute.

16 MR. MARKS: Well, I think you will, but I --

17 THE COURT: If I feel like the testimony is
18 duplicative and I'm not getting the -- the specific
19 information I need, that's when I'm more inclined to say,
20 okay, you're -- you're running out of time and we are on the
21 stopwatch and --

22 MR. MARKS: But he's put -- right, but he's
23 putting --

24 THE COURT: I --

1 MR. MARKS: -- all the people on. I just -- I want
2 to be able to put on my client, cross examine his client, put
3 on our experts. You know, it's an important --

4 THE COURT: And you're -- you're going to have --

5 MR. MARKS: -- case to our client, too.

6 THE COURT: You're going to have that opportunity.

7 MR. SMITH: Yeah, and actually mention something
8 that might give us some guidance. Your Honor, one of the
9 things that -- that's prevalent in this case is the -- the use
10 of community funds. And we've -- in our pleadings before you
11 we've indicated that the gift of community property without
12 the consent of the other property (sic) is something that's
13 not permitted by --

14 MR. MARKS: Judge, I don't -- would like to -- him
15 to now ask --

16 MR. SMITH: This would --

17 MR. MARKS: -- for --

18 MR. SMITH: -- help us. Would he --

19 MR. MARKS: -- advisory rulings. It's -- you made
20 your ruling on the order to show cause. Can we just --

21 MR. SMITH: It's not an advisory --

22 MR. MARKS: -- go to trial and you stop trying to
23 get advisory rulings.

24 MR. SMITH: You're going to see this through the

1 depositions. Mr. Marks cannot --
2 MR. MARKS: It's not --
3 MR. SMITH: -- stop --
4 MR. MARKS: -- easy where he gets --
5 THE COURT: Okay.
6 MR. SMITH: -- interrupting me.
7 THE COURT: Don't --
8 MR. MARKS: -- advisory rulings.
9 THE COURT: Mr. Marks --
10 MR. MARKS: You've ruled.
11 THE COURT: -- don't --
12 MR. SMITH: Would you please stop him --
13 THE COURT: -- don't interrupt.
14 MR. SMITH: -- from doing that?
15 THE COURT: Don't interrupt.
16 MR. SMITH: So my request is, you've asked about the
17 depositions in terms of paring them down. So in order to pare
18 them down, one of the things that we went through was the
19 specific date -- detail of all the charges and we had to in
20 order to establish who spent what money. And that just takes
21 time. There's no way when you have -- we were dealing with 25
22 to 30,000 transactions, and that's only from the period of
23 time that we have statements. We didn't have statements for
24 three of the years of the relationship.

1 So it's -- it's just by necessity, in order to
2 establish a record that supports the claim that particular
3 types of charges are not something that was consented to by
4 the community and would either constitute a gift or an
5 improper use of community funds, you just have to put all that
6 on the record, and that's the problem. It's not a matter of
7 Mr. Marks and I being difficult and trying to make this a
8 bigger case, it's a matter of both of us wanting to establish
9 the information on the record to support, or in Mr. Marks'
10 case, deny the claim of marital waste.

11 And we're not talking a small number. I don't want
12 to preview the reports, but the number is -- is very large.
13 And so it's a very important issue to both parties. So that's
14 why, Your Honor, I just wanted to -- to sort of give you the
15 idea that that's what's going to take so long out of these
16 depositions, is just establishing the factual basis.

17 And so when Mr. Marks says much of them will be
18 read, it's probably true that certain of the depositions,
19 they'll almost all be read; the Khapsalis deposition and a
20 couple of the others. Others we can pare down pretty greatly.

21 So, for example, you gave us guidance in regard to
22 the difference that you saw between expenditures on a second
23 family versus expenditures on your immediate family, or your
24 --

1 THE COURT: Right.

2 MR. SMITH: -- so we've -- we've -- we've listened
3 to that. Mr. Leauanae has very carefully listened and even
4 cites your statements in his report. So I think that you're
5 going to get that, but again, I can't just put Joe on unless
6 you're going to tell me that that's going to be a sufficient
7 record. I have to establish the facts underlying the expert's
8 report. I can't just say that he's looked at some items and
9 made a determination of what's -- something that was a gift or
10 not a gift. We've given him criteria, but we have to prove
11 the facts underlying the criteria.

12 THE COURT: Right.

13 MR. MARKS: Judge, we've all been down here. I
14 think you gave us a reasonable time because cases settle, you
15 can't tie up weeks on end just, you know, months in advance.
16 We both agree we're ready to go. There's a lot of witnesses.
17 We're going to try to expeditiously do it. Why don't we start
18 and we'll see where we go.

19 THE COURT: Well --

20 MR. MARKS: I think I agree with Mr. Smith, he
21 probably has to read, you know, extensive depositions. I
22 don't disagree with him.

23 THE COURT: Well, and that may be the case, but I'll
24 -- I'll tell you that the expert reports on both sides are

1 probably going to be more significant to me than even the
2 deposition testimony. I -- I get --

3 MR. SMITH: No doubt.

4 THE COURT: -- your point.

5 MR. SMITH: No doubt. No doubt.

6 THE COURT: And really the way I look at it is
7 comparing whatever expert reports are out there. I -- I hear
8 Teichner on Defendant's side --

9 MR. MARKS: Right.

10 MR. SMITH: That's right.

11 THE COURT: -- and Leauanae at --

12 MR. SMITH: And Joseph Leauanae.

13 THE COURT: -- Anthem Forensics.

14 MR. SMITH: And also Jenny Allen may testify as
15 well. She did a lot of the backup work.

16 THE COURT: Really the way -- the way I envision
17 this, having not seen exactly what they put together, is I'm
18 going to see reports and they are going to be certain items
19 that perhaps are in dispute as to whether or not that
20 qualifies as marital waste.

21 MR. SMITH: I would say all items are in dispute.

22 MR. MARKS: A lot of items are in dispute.

23 MR. SMITH: No, no, all. There is no ex --

24 THE COURT: Yeah.

1 MR. SMITH: There -- all items are in dispute.
2 There is no -- no notion on the other side that there's any --
3 THE COURT: There's been any --
4 MR. SMITH: -- marital waste.
5 THE COURT: -- marital waste.
6 MR. MARKS: I don't want them to tell me -- to tell
7 you what our position is.
8 MR. SMITH: Well, I think that's an accurate
9 statement --
10 MR. MARKS: I think we ought to --
11 MR. SMITH: -- of what's in --
12 MR. MARKS: -- read our pretrial. Again, Mr. Smith
13 loves to --
14 THE COURT: Listen --
15 MR. MARKS: -- I don't know why, do like a movie
16 review of a trial that's going to take place next week.
17 THE COURT: Well, listen, and you're --
18 MR. MARKS: Read our pretrial --
19 THE COURT: We're --
20 MR. MARKS: -- very carefully.
21 THE COURT: Well, I do --
22 MR. MARKS: That's going to --
23 THE COURT: I do wa -- I do want to read the --
24 MR. MARKS: And then let him --

1 THE COURT: -- the pretrials.
2 MR. MARKS: -- put on his case and let us put on our
3 case.
4 THE COURT: That's -- that's what we'll hear.
5 Now --
6 MR. MARKS: Okay.
7 THE COURT: -- understand -- and, Mr. Marks, I know
8 you came in after Mr. Jimmerson, but I -- so you're aware, Mr.
9 Jimmerson, at -- at the beginning of the case --
10 MR. MARKS: He didn't have --
11 THE COURT: -- acknowledged that --
12 MR. MARKS: -- all the facts at the beginning --
13 THE COURT: Well, maybe not --
14 MR. MARKS: -- of the case.
15 THE COURT: -- but he acknowledged there was going
16 to be an amount that the Defendant --
17 MR. MARKS: I understand.
18 THE COURT: -- owed to the Plaintiff for --
19 MR. MARKS: I understand.
20 THE COURT: -- marital waste.
21 MR. MARKS: Okay.
22 THE COURT: So I still believe there's a number
23 that --
24 MR. MARKS: There may have --

1 THE COURT: -- that you can be -- that you can
2 discuss and -- and perhaps reach an agreement. I -- I also,
3 before we begin on -- on Tuesday, I will be asking you at the
4 outset which exhibits you've stipulated to have entered into
5 the record.

6 MR. SMITH: I think we're going to be able to
7 stipulate to the bulk of the exhibits, Your Honor --

8 MR. MARKS: We're going to try to --

9 THE COURT: Okay.

10 MR. SMITH: -- that's not going to be a problem.

11 MR. MARKS: -- do that, Your Honor.

12 THE COURT: So if you'll let the Court know --

13 MR. MARKS: I know (indiscernible).

14 THE COURT: -- in advance, that would be great.

15 MR. SMITH: Here's the way that --

16 MR. MARKS: Judge, I think from our perspective if
17 you carefully will read the pretrial -- because a lot --

18 THE COURT: I will.

19 MR. MARKS: -- of what you've been told --

20 THE COURT: I will.

21 MR. MARKS: -- will be -- okay. And then let --

22 THE COURT: I -- I'm going to create --

23 MR. MARKS: -- Mr. Smith --

24 THE COURT: I'm going to create --

1 MR. MARKS: -- put on his case.
2 THE COURT: -- from what you submit to me a marital
3 balance sheet. It's rare that I get to do that, so --
4 MR. MARKS: Okay. And we're going to --
5 THE COURT: -- I'm going to do that.
6 MR. MARKS: -- both be doing that. We're going to
7 try to stipulate to the exhibits. We're going to try to --
8 THE COURT: Try and stipulate to values.
9 MR. MARKS: We're going to come close --
10 MR. SMITH: Now in terms --
11 MR. MARKS: -- to stipulating the values.
12 THE COURT: All right.
13 MR. SMITH: Are you done now?
14 MR. MARKS: I said --
15 MR. SMITH: Can I speak?
16 MR. MARKS: -- like 10 percent of what you've said
17 today.
18 MR. SMITH: So in regard to -- in regard to the
19 pretrial memos, Your Honor, I just want to note to the
20 Court --
21 THE BAILIFF: Sorry.
22 MR. SMITH: No, no problem. When you work with Dan,
23 you're kind of used to it, so -- when the -- the pretrial
24 memorandums by stipulation will be submitted by close of

1 business Friday. I wanted you alert to that fact.

2 THE COURT: Okay.

3 MR. SMITH: So, I'm sorry, but there's a lot
4 involved here. And we're just finishing up -- like today is
5 the deposition of Mr. Teichner, so --

6 THE COURT: All right.

7 MR. SMITH: -- yeah, all right.

8 THE COURT: So Tuesday I'll look forward to the
9 prove-up hearing.

10 MR. SMITH: Very good. Thank you, Your Honor.

11 THE COURT: All right.

12 MR. MARKS: Have a good weekend.

13 THE COURT: Thank you for your appearances.

14 MR. MARKS: It won't put you to sleep, I can assure
15 you that.

16 THE COURT: All right.

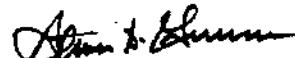
17 (PROCEEDINGS CONCLUDED AT 10:44:19)

18 * * * * *

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

22

23 /s/ Kimberly C. McCright
24 Kimberly C. McCright, CET
Certified Electronic Transcriber


CLERK OF THE COURT

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13 DISTRICT COURT
14 CLARK COUNTY, NEVADA

15 GABRIELLE CIOFFI - KOGOD,

16 Plaintiff,

17 v.

18 DENNIS KOGOD,

19 Defendant.

CASE NO.: D-13-489442-D

DEPT NO.: Q

FAMILY DIVISION

20 PLAINTIFF'S PRE TRIAL MEMORANDUM

21 First Date of Trial: February 23, 2016

22 Time of Trial: 1:30 p.m.

23 TO: DENNIS KOGOD, Defendant

24 TO: DANIEL MARKS, ESQ., Attorney for Defendant

25 Plaintiff, GABRIELLE CIOFFI - KOGOD, by and through her attorney, RADFORD J. SMITH,
26 ESQ. and GARIMA VARSHNEY, ESQ., of the law firm of RADFORD J. SMITH, CHARTERED, and
27 hereby submits her Pre-Trial Memorandum.

28 I.

STATEMENT OF ESSENTIAL FACTS

A. Names and ages of the parties:

Plaintiff, GABRIELLE CIOFFI - KOGOD ("Gabrielle"), age 56.

1 Defendant, DENNIS KOGOD ("Dennis"), age 56.

2 **B. DATE OF MARRIAGE/SEPARATION/DIVORCE**

3 1. Date of Marriage: July 20, 1991, New York, New York.

4 **C. CHILDREN AT ISSUE AND BIRTH DATES**

5 The parties have no minor children together. The parties have not adopted any children, and
6 Gabrielle is not pregnant. Dennis has fathered two minor children during the time of the marriage with
7 Nadya Khapsalis, Nika and Denise Khapsalis, twins born December 28, 2007. Upon information and
8 belief, Dennis has entered an agreement through attorneys in California relating to the support and custody
9 of those children. While the custody of those children is not in issue in this case, Gabrielle seeks
10 reimbursement to the community for Dennis's support of those children through the use of community
11 funds without Gabrielle's knowledge or consent.
12

13 **D. RESOLVED ISSUES, INCLUDING AGREED RESOLUTION**

14 Nevada has both personal and subject matter jurisdiction arising from the parties' residence in
15 Nevada for many years, and Gabrielle's continued residence.
16

17 **E. STATEMENT OF UNRESOLVED ISSUES**

- 18 1. Gabrielle's request for an unequal distribution of community property due to marital waste
19 and financial misconduct;
20
21 2. Gabrielle's request for spousal support;
22
23 3. Gabrielle's request for an order of contempt and sanctions against Dennis based upon his
24 violations of the Joint Preliminary Injunction;
25
26 4. Gabrielle's request for attorney's fees, expert's fees and costs.
27
28 5. For such other and further relief as the Court finds proper in the premises.

II.

DISTRIBUTION OF COMMUNITY PROPERTY AND DEBT

1. Division of Community and Separate Assets and Liabilities of the Parties.

Gabrielle's summary of the parties' property and debt is set forth in the Proposed Distribution of Community Property Worksheet (PCPD) Worksheet attached hereto as Exhibit "1." On February 16, 2016, Dennis filed an updated FDF with his version of a Marital Balance Sheet (MBS). The two worksheets differ in the following matters (some of which are obviously not material and will be resolved likely before trial):

Description	Gabrielle's PCPD		Dennis' MBS	
	Date	Gabrielle's value	Date	Dennis' Value
System's 8 Fight Club, LLC - Chase X5665	10/30/2015	201.26	Not referenced in MBS	
System's 8 Fight Club, LLC - Chase	10/30/2015	50.23		
USB Financial Services Inc., X27GM	1/31/2016	(411,873.62)	Not referenced in MBS	
UBS Financial Services Inc. X75GM	5/31/2015	\$95,041.59	2/12/2016	\$95,056.00
Dennis Kogod - Chase Cigna Fund Health Savings X1626	11/1/2015	1127.55	Not referenced in MBS	\$1500
Teleflex Pension		\$900 per month when Dennis reaches 65		\$995 per month when Dennis reaches 65
Pray for Ukraine	10/16/2014	\$81,000	Not mentioned in MBS	\$61,000
Radiology Partners Investment	7/31/2015	\$655,500	Not mentioned in MBS	\$150,000
321 San Vincent Blvd.	1/30/2016	\$680,000	7/15/2015	\$610,000
9716 Oak Pass Road	1/30/2016	\$6,400,000	5/27/2015	\$6,250,000
434 South Canon Drive	1/30/2016	\$700,000	5/27/2015	\$615,000
2015 Ferrari	2/27/2015	\$376,861.18	Not mentioned in MBS	\$325,000
2015 Bentley	2/27/2015	\$255,000	Not mentioned in MBS	\$180,000
2015 Bentley	2/27/2015	\$205,000	Not mentioned in MBS	\$135,000

Credit card reward points		Points in excess of 1,040,000	Not mentioned in MBS	
Life Insurance -- (whole, Nadin and Kids)	5/29/2015	\$31,642	2/15/2016	\$20,468
Liabilities				
Dennis Kogod Wells Fargo VISA X4727	4/14/2014	\$250	1/15/2016	\$15,008
Gabrielle Kogod -- Kohls X2557	12/7/2015	\$7.57	12/17/2015	0
Gabrielle Kogod -- Loft X5363	11/23/2015	\$171.29		0
Gabrielle Kogod -- Neiman Marcus X2808	1/29/2015	\$272.85		0
Gabrielle Kogod -- Saks Fifth Avenue X688	7/10/2015	\$288.56		0

Those differences, to the extent not resolved between the parties, will need to be addressed by the Court at trial.

Gabrielle further requests that the Court address and adjudicate the following issues relating to the parties' property and debt at trial:

a) **Dennis's Failure to Update Records:** Dennis has failed to update his bank and credit card statements to Gabrielle.¹ The division of property should be calculated to the time of divorce. *See, Forrest v. Forrest*, 99 Nev. 602, 668 P.2d 275 (1983) (community property continues to accrue until the date of divorce). Thus, the balances of financial accounts should be determined at the time of divorce;

b) **Dennis's Continued Unauthorized Use and Gifting of Community Funds:** Dennis's continued spending and gifting of community funds without Gabrielle's knowledge and consent not addressed in Anthem Forensic's most recent analysis of potential community waste should be borne by his portion of the division of community property. This factor may affect the division of account balances at

¹ Gabrielle submits that Dennis has in bad faith refused to add her name to the accounts at UBS that hold the bulk of the parties' investment and cash funds so as to hide from her his continued marital waste. *See, Motion for the Issuance of an Order to Show Cause why Defendant Should Not be Held in Contempt for his Multiple Violations of the Joint Preliminary Injunction, Motion for an Order Limiting the Access and Payment from Community Accounts, Plaintiff's Motion for Sanctions and Attorney's Fees and costs*, filed January 19, 2016.

1 the time of the divorce if the Court finds continued unauthorized gifting or transfers that have lowered the
2 balances of the accounts;

3 c) **Dennis's Request for Real Property He Surreptitiously Acquired:** Dennis has requested
4 that the real property he purchased without Gabrielle's knowledge or consent (either directly or
5 surreptitiously through a trust held in the name of his father)², with a value of \$8,112,215.89, be granted to
6 him under the Court's decree. Gabrielle's PCPD reflects that request, and places those properties (through
7 appraised values) in Dennis's community property column. That act of accounting for the properties,
8 however, does not include Gabrielle's claims for additional sums for: 1) reimbursement to the community
9 for loss of the rental value of those residences gifted, without Gabrielle's knowledge or consent, to their
10 occupants; and, 2) reimbursement to the community for Dennis's gift of the maintenance and costs of
11 maintaining those residences, without Gabrielle's knowledge or consent, for the benefit of third parties.
12 The parties' appraisals of those real properties differ because Gabrielle caused her appraiser to update his
13 appraisals as near the time of trial as possible as the previous appraisals were greater than six months old.³

14 d) **Exclusion of Separate Property:** After the filing of the JPI, Dennis purchased, without
15 Gabrielle's knowledge or consent, a \$3,615,061 condominium on May 1, 2015. By Stipulation and Order
16 filed August 10, 2015, Gabrielle received \$3,615,061.00 from the community accounts as her sole and
17 separate property. Gabrielle purchased a home in Las Vegas, and invested the remainder of those funds in
18 a separate account at UBS Financial Services Inc., X29GM. Consequently, Dennis's condominium is
19

20
21
22
23 ² (1) 9716 Oak Pass Road, Beverly Hills, CA 90210, (2) 434 South Canon Drive, Unit 405, Beverly Hills, CA 90212, (3) 321
24 South San Vicente Boulevard, #707, Los Angeles, CA 90048. (4) Addition to 10776 Wilshire Boulevard, California ("nanny
quarters")

25 ³ Dennis has objected to the updated appraisal report, and report on rental value of the homes as untimely. The updated appraisal
26 report, however, shows an increase of approximately \$270,000 in value since the now stale May 2015 appraisal reports, and the
27 need for accurate rental value information became necessary only after Gabrielle confirmed that Dennis was still providing the
28 \$6.7M Oak Pass Road residence to his girlfriend free of charge, and had made no effort to remove her from the property, sell
the property, or lease the property. Both parties strongly believe that the trial will not be completed by the close of the first three
dates of trial (a total of two full days of trial time), and thus Dennis's objection could be met by Dennis's expert reviewing the
updated appraisal and rental value report and both real estate experts testifying at the continued dates of trial. In the alternative,
Gabrielle requests that the Court direct the sale of the properties so there is no dispute as to their market value.

1 identified as his separate property, and Gabrielle's home and investment account as Gabrielle's separate
2 property in Gabrielle's PCPD. Gabrielle's request for interest based upon Dennis's untimely payment of
3 the \$3,615,061 due under the stipulation is not addressed in the PCPD.

4 e) *Marital Waste:* Gabrielle's claim for marital waste is not addressed in the PCPD.

5
6 **2. Dennis's Marital Waste**

7 **a. *Brief Outline of Evidence Supporting Gabrielle's Claim of Marital Waste:***

8 Gabrielle and Dennis married on July 20, 1991. After multiple moves to further Dennis's career, the
9 parties moved from the eastern United States to California in September 2000, near the offices of Dennis's
10 then employer, Gambro. In early 2003, Dennis, with little explanation, indicated that he wanted to move
11 with Gabrielle to the community at Lake Las Vegas. In 2003, the parties purchased a home there, and
12 moved all of their belongings to that home.

13
14 Dennis always has, and continues to, travel extensively for work. The evidence will demonstrate that
15 after their purchase of the home in Lake Las Vegas, Dennis advised Gabrielle at first that when he was not
16 traveling he would stay in a condominium in California provided by his employer, and then in around 2008
17 or early 2009, told Gabrielle that he was going to live when not in Las Vegas in Denver, Colorado, the
18 home of the corporate offices of the company that purchased Gambro, Da Vita. Over the years Dennis
19 began spending less time in Las Vegas, and provided Gabrielle a multitude of reasons why he could not
20 return to Las Vegas at various times. The evidence will show that Gabrielle faithfully stood by Dennis
21 throughout that time, and gave credence to his various, and sometimes bizarre, excuses for absences. Even
22 when Dennis discouraged her from visiting him in California at first, and Colorado later, Gabrielle believed
23 Dennis.
24
25

26 ...

27 ...

1 In 2010, the Clark County District Court's Clerk sent a letter to the Mira Monte residence addressing
2 an action for divorce Dennis had filed through James Jimmerson, Esq. Dennis dismissed that action, and
3 provided Gabrielle with excuses. He agreed to and entered marriage counseling with Gabrielle in July,
4 2010. Gabrielle and Dennis attended counseling with Dr. Pat Allen. The parties continued that counseling
5 later with Dr. Michelle Gravely. On Dr. Pat Allen's advice, Dennis started seeing Dr. Trucker to deal with
6 his claims (Gabrielle now believes were false) of bipolar disorder, Asperger's, and sexual confusion.
7 Dennis continued to occasionally come to Las Vegas until late 2013. Dennis continued to advise Gabrielle
8 of his love for her through April, 2014. Gabrielle will testify at trial that she finally pieced together, in
9 2013, enough information to realize that Dennis was not going to come home, and that he had deceived her
10 for years.
11

12
13 The timing of Dennis's sudden desire to move to Las Vegas is significant in relation to facts learned
14 by Gabrielle during the discovery phase of this case. Dennis has admitted in his deposition and pretrial
15 pleadings that he engaged in a long term affair with Nadya Khapsalis ("Khapsalis").⁴ He and Khapsalis,
16 then a hostess at a restaurant, began a relationship in late 2004, and on June 8, 2005, began residing together
17 in 1809 Overland Avenue, #3, Los Angeles, California, 90025 ("Overland apartment") in a condominium
18 in Los Angeles, California that Dennis purchased, all without Gabrielle's knowledge or consent. Denise
19 admitted on April 3, 2015, at the parties' case conference, that he had engaged in an affair with Khapsalis,
20 and had fathered two children with her, twin girls. Gabrielle later learned through discovery that the girls
21 were born December 28, 2007, and were the product of multiple in-vitro fertilization procedures. The
22 evidence will demonstrate that Khapsalis has had no material employment or earnings during the
23 approximately 11 year relationship with Dennis, and that Dennis has supported Khapsalis, the children,
24
25
26

27
28 ⁴ Ms. Khapsalis has utilized multiple names, including Nadya Khapsalis Kogod, Nadejda Khapsalis, and Nadine Kievsky. For ease of identification, she is referred to only by one of those names here.

1 and all of their expenses during from the commencement of their relationship through the date of this filing
2 from community earnings without Gabrielle's knowledge or consent.

3 The evidence at trial will show that in order to hide his life with Khapsalis, Dennis made efforts to
4 hide his spending by changing accounts to a new institution, misrepresenting his whereabouts and the
5 reasons for his travel, misrepresenting expenditures to various individuals, misrepresenting the nature and
6 purpose of his acquisition of certain real property, denying the purchase of property, placing the title to
7 property in the names or trusts ostensibly (but not in reality) controlled by family members, and otherwise
8 concealing his activities over a period of approximately nine years before discovery in this case began in
9 earnest in January 2015. At no time did Gabrielle consent, or have knowledge of Dennis's second life, his
10 children, his relationship with Khapsalis, his payments, loans, gifts and purchases for or for the benefit of
11 his immediate family members and Khapsalis. Gabrielle dutifully and faithfully waited for Dennis to again
12 spend more time with her, and she went to marriage counseling with him to save their marriage.
13
14

15 The evidence will show that, without Gabrielle's knowledge or consent, Dennis and Khapsalis spent
16 Dennis and Gabrielle's community funds and earnings wildly to support an extravagant lifestyle of Beverly
17 Hills mansions, shopping at high end stores, exotic automobiles, private jet travel, yachts and namies
18 during and after the time Dennis encouraged Gabrielle to continue to lead the relatively modest lifestyle
19 she lived in Las Vegas. When Gabrielle began asking Dennis about expenditures from the parties' joint
20 account that did not make sense to her, Dennis deceived her about the expenditures, and diverted his
21 substantial bonuses to UBS accounts held in his sole name without Gabrielle's knowledge or consent.
22
23

24 Further, the evidence will show that Dennis has provided and gifted funds and property to his parents,
25 Sheldon Kogod and Marsha Kogod, and his brother, Mitchell Kogod, all without Gabrielle's knowledge or
26 consent. The funds include direct support, gifts or loans of cash, the purchase of residences near the Oak
27 Pass residence in Beverly Hills, California.
28

1 **b. Law Defining Marital Waste in Nevada**

2 NRS 125.150 reads in relevant part:

3 1. In granting a divorce, the court:

4 [...]

5 (b) Shall, to the extent practicable, make an equal disposition of the community property of the
6 parties, except that the court may make an unequal disposition of the community property in such
7 proportions as it deems just if the court finds a compelling reason to do so and sets forth in writing the
8 reasons for making the unequal disposition.

9 The Nevada Supreme Court first addressed the "compelling reason" standard in *Lofgren v. Lofgren*,
10 112 Nev. 1282, 926 P.2d 296 (1996). In *Lofgren*, the court found that the husband had committed "financial
11 misconduct" in violation of the Joint Preliminary Injunction issued in the case. *Lofgren*, 112 Nev. at 1284,
12 926 P.2d. at 297. Specifically, the trial court found the husband in that case had committed the following
13 specific acts of actionable financial misconduct:

- 14 1. Transfer of \$ 17,000.00 of community funds for the husband's personal use.
- 15 2. Use of \$ 11,200.00 of community funds to improve the husband's house on Bruce Street.
- 16 3. Use of \$ 10,000.00 in community funds to furnish the husband's house on Bruce Street.
- 17 4. Transfer of \$ 13,000.00 of community funds to his father on May 17, 1993.
- 18 5. Misappropriation of \$ 5,000.00 of community funds paid to his children without court consent.

19 Consequently, the trial court found that the husband violated the joint preliminary injunction, and found
20 that husband's financial misconduct was a compelling reason to grant the wife an unequal division of
21 property. *Lofgren* 112 Nev. at 1284, 926 P.2d at 298. The Nevada Supreme Court affirmed. The *Lofgren*
22 court stated:

23 [W]e hold that if community property is lost, expended or destroyed through the intentional
24 misconduct of one spouse, the court may consider such misconduct as a compelling reason
25 for making an unequal disposition of community property and may appropriately augment
26 the other spouse's share of the remaining community property.

27 *Id.*

1 In *Putterman v. Putterman*, 113 Nev. 606, 939 P.2d 1047 (1997), the court took the opportunity to
2 better define and expand the notion of financial conduct or waste as a "compelling reason" for unequal
3 division. In *Putterman*, the husband had failed to account for earnings and other matters over which he
4 had control, had lied to the court about his income, and had appropriated "several thousand dollars" for his
5 own use after separation. *Id.* at 609, 939 P.2d at 1049. In affirming the trial court's unequal division of
6 property, the court revisited the issue of unequal division of property, and further clarified what is now
7 commonly referred to as "community waste."
8

9 In *Lofgren*, we defined one species of "compelling reasons" for unequal disposition of
10 community property, namely, financial misconduct in the form of one party's wasting or
11 secreting assets during the divorce process. There are, of course, other possible compelling
12 reasons, such as negligent loss or destruction of community property, unauthorized gifts of
13 community property and even, possibly, compensation for losses occasioned by marriage
14 and its breakup.

15 *Id.* at 608, 939 P.2d at 1048. An examination of the types of waste open many avenues of attack to seek
16 compensation for wasteful behavior. A party's negligent loss or destruction of community property could
17 have broad application. The *Putterman* court was quick to distinguish between financial misconduct and
18 a failure to contribute to community earnings, or "overconsuming" community assets during the marriage.

19 All marriages involve some disproportion in contribution or consumption of community
20 property. Such retrospective considerations are not and should not be relevant to
21 community property allocations, and do not represent "compelling reasons" for an unequal
22 disposition; whereas, hiding or wasting of community assets or misappropriating
23 community assets for personal gain may indeed provide compelling reasons for unequal
24 disposition of community property.

25 *Id.* at 608, 939 P.2d at 1048. This oft-quoted language in *Putterman* grants the Court broad discretion in
26 the determination of those financial activities that constitute common disproportionate spending among
27 married individuals, as opposed to the "wasting of community assets or the misappropriating community
28 assets for personal gain." Logically, then known implied consent that arises from openly engaging in a
greater pattern of spending during marriage with the knowledge of the other spouse is not community

1 waste, but the negligent or willful dissipation of community funds, or the surreptitious and personal use of
2 community property or funds, without the other parties' knowledge, is waste.

3 The Nevada Supreme Court again addressed the "compelling reason" standard in *Wheeler v. Upton-*
4 *Wheeler*, 113 Nev. 1185, 946 P.2d 200 (1997), finding that because Nevada is a "no fault" state, the
5 relevance of fault or misconduct of a party is limited to instances where, because of the financial impact
6 on one of the parties, fault or misconduct constitutes a compelling reason to deviate from an equal division
7 of the community estate. 113 Nev. at 1190, 946 P.2d at 203.

9 While the definition of community waste in Nevada appellate decisions is (perhaps necessarily)
10 broad, Nevada statutes and court rules provide hard definitions of prohibited behavior that, consequently,
11 constitutes financial misconduct. NRS 123.220 reads in relevant part:

12 NRS 123.230 states in relevant part,

14 [...] [E]ither spouse, acting alone, may manage and control community property [...] with
15 the same power of disposition as the acting spouse has over his or her separate property,
except that:

16 1. Neither spouse may devise or bequeath more than one-half of the community
17 property.

18 2. Neither spouse may make a gift of community property without the express or
19 implied consent of the other.

20 3. Neither spouse may sell, convey or encumber the community real property unless
21 both join in the execution of the deed or other instrument by which the real property is sold,
conveyed or encumbered, and the deed or other instrument must be acknowledged by both.

22 4. Neither spouse may purchase or contract to purchase community real property
23 unless both join in the transaction of purchase or in the execution of the contract to
24 purchase.

25 5. Neither spouse may create a security interest, other than a purchase-money security
26 interest as defined in NRS 104.9103, in, or sell, community household goods, furnishings
27 or appliances unless both join in executing the security agreement or contract of sale, if
28 any.

1 6. Neither spouse may acquire, purchase, sell, convey or encumber the assets,
2 including real property and goodwill, of a business where both spouses participate in its
3 management without the consent of the other. If only one spouse participates in
4 management, he or she may, in the ordinary course of business, acquire, purchase, sell,
5 convey or encumber the assets, including real property and goodwill, of the business
6 without the consent of the nonparticipating spouse.

7 Further, the Joint Preliminary Injunction ("JPI") issued in this case prevents a party from:

8 Transferring, encumbering, concealing, selling or otherwise disposing of any of the joint,
9 common or community property of the parties or any property which is the subject of a
10 claim of community interest, except in the usual course of business or for the necessities
11 of life, without the written consent of the parties or the permission of the court.

12 Both *Lofgren* and *Puterman* hold that conducting in violation of the JPI can constitute community waste,
13 and can justify a finding of "compelling reason" for an unequal division of community assets. Under the
14 definition of the JPI in EDCR 5.85, the injunction is "enforceable by all remedies provided by law including
15 contempt."

16 c. *Dennis's False Promises to Account for Marital Waste, and the Breach of His Fiduciary Duty*
17 *for Failing to Do So.*

18 At previous hearings, the Court has expressed its view of the evidence it would expect to see at trial
19 from the parties based upon the alleged and admitted facts arising from Dennis's relationships with
20 Khapsalis, his support of his relatives, his relationship with his latest paramour (the married mother of
21 three) Jennifer Steiner, and his concealed massive spending of community funds. Both Dennis's initial
22 counsel, Mr. Jimmerson, and Gabrielle's current counsel, Mr. Smith, recognized that the case required an
23 accounting of Dennis's spending, gifts and transfers of community property.

24 Gabrielle took the Court's direction seriously. She engaged, and had present at all hearings at the
25 direction of the Court, highly regarded forensic accounting experts Joseph Leauanae and Jennifer Allen of
26 Anthem Forensics. Gabrielle secured through discovery all documents allegedly available² to account for
27 Dennis's spending. Anthem experts ferreted through 10s of thousands of spending entries to prepare a

28 ² Dennis did not provide, and Gabrielle was unable to secure, records prior to 2008. Gabrielle submits that Dennis's spending
on Khapsalis during the periods from 2005 through 2008 constitute community waste, and will provide the Court with an
estimation of that spending based upon years 2008 and 2009.

1 report of potential community waste. Gabrielle will present the testimony of the Anthem Experts, and
2 introduce their three expert reports, at trial. The potential waste in expenditures by Dennis for the benefit
3 of the individuals above (save his parents who are addressed separately in the Anthem reports), or that
4 cannot be explained by his self-defined spending necessary to meet solely his needs, exceeds
5 \$6,000,000.00.
6

7 Dennis, on the other hand, did not provide any accounting. Instead, Dennis waited until the Anthem
8 reports, then claimed that a mass of the items identified as potential waste in the reports were for his benefit
9 and thus not waste. He has failed to provide any documentation supporting those denials, and his expert
10 appears to have simply accepted those denials as true. Dennis's denials are of those items that are difficult
11 to prove specific use by an individual or family. For example, Dennis denies grocery bills, even purchases
12 by Khapsalis, as being a part of any spending by Dennis on Khapsalis or the children (leading to the absurd
13 result that Dennis does not buy groceries for Khapsalis or the children, and neither does Khapsalis).
14 Dennis's denials raise the question under law as to who has the burden to account once a spouse
15 demonstrates the misuse of community funds.
16

17 The marriage partnership places the parties in the position of fiduciaries. "A fiduciary relationship
18 [...] arises from the existence of the marriage itself, thus precipitating a duty to disclose pertinent assets
19 and factors relating to those assets." *Williams v. Waldman*, 108 Nev. 466, 472, 836 P.2d 614, 618 (1992).
20 In addressing the obligations of accounting of a fiduciary in a partnership, the Nevada Supreme Court has
21 held that it is the burden of the fiduciary in control of partnership property to account for that property, and
22 the fiduciary bears the risk of uncertainty arising from the failure to account. "The most elementary
23 conceptions of justice and public policy require that the wrongdoer shall bear the risk of the uncertainty
24 which his own wrong has created." *Foley v. Morse & Mowbray*, 109 Nev. 116, 121, 848 P.2d 519, 520
25 (1993) quoting, *Bigelow v. RKO Radio Pictures*, 327 U.S. 251, 265, 90 L. Ed. 652, 66 S. Ct. 574 (1946).
26
27
28

1 Here, once Gabrielle demonstrates a *prima facie* case for breach of fiduciary duty in the form of community
2 waste, the Court should place the burden upon Dennis to account for the use of the funds. Dennis has not
3 provided any independent accounting of his spending, and his unsupported denials should not be deemed
4 sufficient to meet his burden to account.

5 Dennis's expert is expected to testify that Dennis committed *no* community waste, even though he
6 gifted or transferred, or spent for other's benefits, *millions* of dollars of community funds without
7 Gabrielle's consent. The argument is that because Dennis earned so much money over the course of the
8 last several years (approximately \$62M in the last five years), spending a few million dollars on girlfriends
9 and illegitimate children is "not material." The argument will not be supported by any citation to economic
10 theory or law, but will simply be the unique opinion of the expert.

11
12
13 *d. Gabrielle's Methodology of Accounting*

14 Gabrielle was faced with the enormous task of ferreting out which expenditures (of the tens of
15 thousands of expenditures over an 8 year period) were those that were reasonable charges or payments
16 incurred by Dennis for himself, or, to the contrary, were payments, purchases or expenses he gifted to
17 others, or misappropriated or wasted for personal gain. Based upon comments by the Court, and the
18 practical hurdles presented by the processing of such a large amount of data, the expenditures were broken
19 down to five categories.

- 20
21 1) Expenditures by or for Khapsalis or her children;
22 2) Expenditures for Jennifer Steiner; and,
23 3) Expenditures for Dennis's relatives (parents and brother);
24 4) Expenditures incurred above the final sales proceeds for the purchase, use and maintenance of
25 two Yachts (now both sold), neither of which were purchased with Gabrielle's knowledge or
26 consent;
27
28

1 For those four criteria, the experts identified expenditures that had clear characteristics that would identify
2 them with the individuals or property identified.

3 The analysis was incomplete without the fifth category. There are tens of thousands of expenditures
4 that encompass spending by Dennis far above what would reasonably be spent by Dennis for his own
5 expenses in the absence of his relationship with Khapsalis and Steiner, or the gifts to his parents. The
6 evidence will show that the estimate of Dennis's reasonable expenses for various categories came from
7 Dennis himself (and thus Gabrielle believes the Court will find those figures reasonable or generous). The
8 experts then broke down the various categories of expenditures, and compared those figures Dennis
9 expended against those figures he identified as his reasonable expenses. The difference is identified as
10 potential community waste.
11

12 Gabrielle submits that the fourth method of accounting is the only manner that she could reasonably
13 account for Dennis's financial waste not specifically identified as an expenditure by or for girlfriends or
14 relatives. That accounting also addresses the hundreds of thousands of dollars Dennis expended on
15 mansions, travel, exotic cars, expensive clothes for Khapsalis, expenses for his children with Khapsalis and
16 a myriad of other expenditures he intentionally concealed from Gabrielle.
17

18 Under the four categories:
19

- 20 1) Gabrielle is seeking a reimbursement of one half of \$1,736,112.80 for direct expenses relating
21 to Khapsalis and the children, plus a reimbursement of one-half of \$279,000 for cash provided
22 to Khapsalis.
23
- 24 2) Gabrielle seeks reimbursement for one-half of \$45,100 for monies expended on Jennifer Steiner
25 without Gabrielle's knowledge and consent. During his deposition, Dennis admitted to gifting
26 Jennifer Steiner \$14,000 sapphire ring which Dennis is allegedly holding in a safe. Gabrielle
27 seeks reimbursement for that gift as well.
28

- 1 3) Dennis purchased a 2007 Cruiser yacht in December 2012 and eventually traded it in towards
2 the purchase of a 2014 Marquis yacht in June 2014. On July 6, 2015, the 2014 Marquis yacht
3 was sold for \$990,000. Dennis spent \$626,658 in excess of the \$990,000 sales proceeds for the
4 use, costs and maintenance of the yachts. It bears noting that these costs may be understated to
5 the extent that certain yacht-related payments were made in cash. Gabrielle seeks
6 reimbursement of one-half of \$626,658 for Dennis' unauthorized use of community funds for
7 expenses related to the Yachts.
8
- 9 4) The evidence will show that Dennis expended approximately \$3.6 million on non-community
10 outflows not elsewhere classified above. Gabrielle seeks reimbursement for one-half of those
11 expenses.
12
- 13 5) In his deposition, Dennis testified that he did not inform Gabrielle that he was providing support
14 to his family. The evidence at trial will show that at times he intentionally deceived Gabrielle
15 about expenditures for his family. The Anthem report evidences that Dennis expended
16 \$396,963.78 that on his family without Gabrielle's knowledge or consent. That amount does
17 not include the purchase of the San Vicente apartment (where Dennis' parent's reside) and the
18 South Canon apartment (where Dennis' brother's family resides), since those assets are
19 community property subject to division as set forth in Gabrielle's PCPD. Further, the
20 approximately \$400,000.00 does not include any payment by Dennis for the maintenance or
21 upkeep of these properties using community funds. Also, the amount does not include loans to
22 certain family members, since those receivables are community assets subject to division as set
23 forth in the PCPD.
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e. Other Forms of Losses that are Potential Community Waste

Dennis does not charge any direct rent or upkeep for the homes he purchased in California where his parents, his brother, and Khapsalis live. The failure to charge rent is the gift of the use of the property that has an intangible rent asset. The rents for the family members residences are identified separately based upon the Courts expression that it would view such expenditures or gifts differently from those for Khapsalis. Gabrielle will present an appraisal report and analysis of fair rental values at the time of trial. The evidence will show that the potential rental incomes from the properties in California are as follows:

<i>Property Address</i>	<i>Monthly Rental estimate</i>	<i>Occupied by</i>	<i>Duration of Occupancy</i>	<i>Total Lost Rental Income</i>
9716 Oak Pass Road, Beverly Hills, CA	\$22,000	Khapsalis and children without Dennis	February, 2015 ⁶ through the present (12 months)	\$264,000
321 S San Vincente Blvd., #707, Los Angeles, CA	\$3350	Dennis' parents	March, 2013 through present (35 months)	\$117,250
434 S. Canon Drive, #405, Beverly Hills, CA	\$3,700	Dennis' brother, Mitchell Kogod	February, 2014 through present (24 months)	\$88,800
TOTAL				\$470,050

f. Dennis's Financial Misconduct in Violation of the JPI

At the hearing on February 17, 2016, the Court directed the issuance of an Order that Dennis Show Cause for his numerous violations of the Joint Preliminary Injunction, and directed that Gabrielle's motion for contempt and sanctions arising from the violation of the JPI will be heard at trial. The Evidentiary Hearing on the Order to Show Cause and the remaining claims in Gabrielle's motion, filed January .

Gabrielle served Dennis with a Joint Preliminary Injunction (JPI) on May 15, 2014. Dennis has ignored the prohibitions of the JPI, apparently believing they do not apply to wealthy individuals who can

⁶ Per Dennis' deposition testimony, he moved out of the Oak Pass home on February, 2015. See Dennis' Deposition in October, 2015, page 304.

1 pay the other spouse money to make up for spending and transfers in violation of the JPI. Dennis has
2 continued to spend enormous amounts of community funds on his girlfriends, lifestyle, and dalliances.
3 That spending, totaling \$2,439,484.1, is detailed in the spreadsheets attached to Gabrielle's Motions

4 The evidence will show that none of the expenditures meet the JPI criteria of "necessities of life"
5 or "business expenses." Dennis's arrogance toward the prohibitions in the JPI is astounding in light of
6 Gabrielle's constant calls for him to stop his spending. He was and is keenly aware of those prohibitions
7 as they have been the subject of letters, discussions before the Court, and his agreements to reimburse
8 Gabrielle for property (both real and personal) that he has, in gross violation of the JPI, purchased during
9 these proceedings. For example, on August 10, 2015, he entered into a Stipulation and Order directing him
10 to pay to Gabrielle an amount equal to the sum he had spent without Gabrielle's knowledge or consent,
11 approximately \$3,600,000.00, to purchase a condominium for himself when he left the approximately
12 \$6,000,000.00 Beverly Hills mansion he purchased and lived in with his girlfriend, Ms. Khapsalis, and
13 their illegitimate children (also without Gabrielle's knowledge or consent). Ironically, he left that home to
14 pursue a relationship with yet another paramour, the married with children Jennifer Steiner, whom he spent
15 tens of thousands of dollars upon for Ritz Carlton vacations and expensive jewelry.
16

17 To add insult to injury, Dennis has not complied with the terms of the agreements he has entered
18 with Gabrielle. The stipulation directing him to pay her approximately \$3,600,000.00 was entered on
19 August 10, 2015, yet he did not transfer funds to Gabrielle until approximately two months later, at the end
20 of October, 2015. Further, the August 10, 2015 Stipulation and Order directs the sale of the \$1.1M Yacht
21 that Dennis purchased in violation of the JPI and directed that the proceeds from the sale of the yacht to be
22 placed in a newly created joint bank account. In direct violation of that Stipulation and Order, Dennis
23 placed the monies in UBS Account ending in X45 he holds in his sole name. He has refused to segregate
24 the funds into a separate account in the parties' joint names.
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1 Gabrielle requests the Court to levy substantial sanctions for Dennis' disregard for this Court's
2 orders, the rules of discovery, and the integrity of this Court.

3
4 **III.**

5 **GABRIELLE'S REQUEST FOR SPOUSAL SUPPORT**

6 A. *State whether spousal support is requested and if so, whether the support requested is*
7 *permanent or rehabilitative:*

8 Plaintiff, Gabrielle Cioffi-Kogod, is seeking an award of spousal support.

9 B. *If spousal support is requested, state the amount of support requested and if rehabilitative,*
10 *the duration for which support is requested:*

11 Gabrielle is requesting \$100,000 per month for the term of her life. That figure constitutes a yearly
12 figure of approximately 10% of Dennis's average income over the last five years.

13 *What factors should the Court consider in establishing the amount of support or in denying or*
14 *limiting the amount of support requested by the other party?*

15
16 A Nevada district court's right to grant alimony is confined to the statutory law set forth NRS
17 125.150. Under that statute, a district court may award two different and distinct types of alimony. The
18 first such award is simply deemed "alimony" under the statute. Specifically, NRS 125.150(1) states that
19 in granting a divorce, the court "[m]ay award such alimony to the wife or to the husband, in a specified
20 principal sum or as specified periodic payments, as appears just and equitable."

21
22 NRS 125.150(8) sets forth factors that the court should consider in determining alimony awards.
23 NRS 125.150(8) reads:

24 8. In addition to any other factors the court considers relevant in determining whether to
25 award alimony and the amount of such an award, the court *shall* consider:

26 (a) The financial condition of each spouse;

27 (b) The nature and value of the respective property of each spouse;
28

1 (c) The contribution of each spouse to any property held by the spouses pursuant to
NRS 123.030;

2 (d) The duration of the marriage;

3 (e) The income, earning capacity, age and health of each spouse;

4 (f) The standard of living during the marriage;

5 (g) The career before the marriage of the spouse who would receive the alimony;

6 (h) The existence of specialized education or training or the level of marketable skills
7 attained by each spouse during the marriage;

8 (i) The contribution of either spouse as homemaker;

9 (j) The award of property granted by the court in the divorce, other than child support
10 and alimony, to the spouse who would receive the alimony; and

11 (k) The physical and mental condition of each party as it relates to the financial
12 condition, health and ability to work of that spouse.

13
14 In *Shydler v. Shydler*, 114 Nev. 192, 954 P.2d 37 (1998) the court held:

15 Alimony is an equitable award serving to meet the post-divorce needs and rights of the
16 former spouse. It follows from our decisions in this area that two of the primary purposes
17 of alimony, at least in marriages of significant length, are *to narrow any large gaps*
18 *between the post-divorce earning capacities of the parties, and* to allow the recipient
spouse to live as nearly as fairly possible to the station in life enjoyed before the divorce.

19 Id. at 198, 954 P.2d at 40 [citations omitted; emphasis supplied].

20 Courts and commentators have recognized this form of alimony as arising out of the long-term
21 commitment of a spouse to the career of the other. In *Gardner v. Gardner*, 110 Nev. 1053, 881 P.2d 645
22 (1994) the parties had been married for 27 years at the time of divorce. The wife had worked while the
23 husband received his education during which he obtained two degrees. The husband received military
24 training as a pilot during the marriage, and then went to work for an airline as a commercial airline pilot.
25 The wife worked as a teacher during the marriage, and at the time of divorce she was earning \$43,000.00
26 per year. During the marriage, the wife followed the husband when he moved to advance his career. At
27
28

1 the time of divorce, he was earning \$75,000.00 per year. *Id.* at 1055, 881 P.2d at 646. The district court
2 awarded the wife alimony for two years, \$1300.00 per month in the first year, and \$1,000.00 per month in
3 the second year to achieve "parity" in the two incomes by permitting the wife to pursue additional
4 education. Both parties appealed the findings.

5
6 Upon appeal, the husband argued that the court had abused its discretion in equalizing the incomes
7 of the parties by the support, and that the wife was "tenured and comfortable" in her career, and did not
8 "need" his support. The wife sought a longer period of support due to the parties' disparate earning
9 capacities, her support of her husband's career, and the sacrifices to her career. The *Gardner* court rejected
10 the findings of the trial court, and in a somewhat unusual move, set the alimony at \$1000.00 per month for
11 a period of 12 years instead of remanding the issue to the trial court.

12
13 At the center of the *Gardner* court's decision was its distinction between the concept of
14 rehabilitative alimony and equitable alimony. The *Gardner* court observed that the alimony awarded by
15 the district court was designed to provide additional education to the wife to bring her closer to economic
16 parity. *Id.* at 1057-1058, 881 P.2d at 647-648. The *Gardner* court observed, however, that such support
17 was "in addition" to equitable support, and thus did not address the economic disparity that had been
18 brought about by the wife's subordination of her career to that of her husband. Tellingly, the court stated,
19

20 Ruth and Brian were married for twenty-seven years. Ruth continually sacrificed in order
21 to promote Brian's career desires and opportunities. Although she was able to further her
22 own education in the process, the benefits she derived therefrom within the context of
23 marriage were substantially diluted when the marriage bond was severed. The magnitude of
Ruth's contribution to the community over many years is not fairly recognized by the two-
year alimony award she received when the marriage was terminated.

24 *Id.* The focus of the equitable alimony in *Gardner* can be fairly characterized as a return on the wife's
25 investment to the career of the husband. The Nevada Supreme Court's recognition of these principles
26 placed it firmly in the camp of the contract theorists of alimony. As eloquently summarized by Judge
27 Posner:
28

1 [Alimony] is a method of repaying the wife (in the traditional marriage) her share of the
2 marital partnership's assets. Often the principal asset to which the wife will have contributed
3 by her labor in the household or in the market ... [such as when a wife supports her husband
4 while he is in graduate school] is the husband's earning capacity. This is an asset against
5 which it is difficult to borrow.... So it might be infeasible for the husband to raise the money
6 necessary to buy back from the wife, in a lump sum, as much of the asset as she can fairly
7 claim is hers by virtue of her contributions; instead he must pay her over time out of the
8 stream of earnings that the asset generates.

9 Richard A. Posner, *Economic Analysis of the Law*, 151 (7th Ed. 2007).

10 The contract theory ostensibly espoused in the *Shydler* and *Gardner* decisions is in direct contrast
11 to the "needs" based alimony decisions that preceded them. In his analysis of those decisions, which he
12 numbers at 28 spanning 114 years, Judge Hardy posits that the decisions are of "little contemporary value
13 because none explain why one spouse must support a former spouse after the marriage has ended." Hardy,
14 9 Nev. L. J. at 339-340. Judge Hardy concludes his analysis by finding that "need" based alimony
15 determinations are "pervasive but trending downward" and that "economic loss" alimony is trending
16 upward. He concludes by arguing:

17 Under Nevada law, economic loss resulting from career subordination may be cured by a
18 disproportionate property division, rehabilitative alimony, or permanent alimony. Economic
19 loss resulting from the indivisibility of the payor spouse's career asset may be cured by
20 rehabilitative or permanent alimony, but the published decisions suggest the return on career
21 investment is influenced by the recipient spouse's economic needs. Economic loss resulting
22 from reliance upon the continuation of marriage may be cured by permanent alimony, but
23 virtually every Nevada decision in this regard contains a component of economic need. The
24 tools for better alimony awards nominally exist, but they come without an all-encompassing
25 instruction manual. The concept of alimony as an entitlement based upon economic loss
26 should dominate in future legislation and decisional authorities.

27 *Id.* at 345.

28 Judge Hardy's prediction of the trend of modern alimony is consistent with the continued citation
by the Nevada Supreme Court to its holding in *Shydler* that one of the two purposes of alimony in a lengthy
marriage is to "narrow any large gaps between the post-divorce earning capacities of the parties." See,
e.g., *Devries v. Gallio*, 128 Nev. Adv. Rep. 63, 290 P.3d 260, 264 (2012); *Swanson v. Swanson*, 2011 Nev.

1 Unpub. Lexis 822, 2011 WL 1659877. In one unpublished opinion, the Nevada Supreme Court embraced
2 the notion of compensation to a wife in an alimony case for a "career asset" of the husband, and approved
3 the district court's award on that ground:

4 We have held that in marriages of significant length, spousal support serves the purpose of
5 narrowing any large gaps in the post-divorce earning capacities of the parties and to allow
6 the recipient party to live as closely as possible to the station in life enjoyed during the
7 marriage. *Shydler v. Shydler*, 114 Nev. 192, 198-99, 954 P.2d 37, 40 (1998).

8 Here, the district court found that respondent spent the past ten years as a mother and
9 homemaker, and now, at the age of 40, has limited earning potential. The court stated its
10 intent to give respondent time to obtain additional education or training, and to maintain a
11 standard of living close to that enjoyed by the parties during the marriage. The district court
12 further found that the spousal support constituted less than 20 percent of appellant's 2010
13 earnings and was intended in part to compensate respondent for appellant's **career asset**.
14 Having reviewed the record, we conclude that the spousal support ordered by the district
15 court was supported by the record and not an abuse of discretion.

16 *Edmonds v. Edmonds*, 2012 Nev. Unpub. LEXIS 1565, WL 5851137.

17 Here, Gabrielle's community share of the property will likely exceed \$20M in value. Dennis will
18 argue that she has no conceivable need for support. The Nevada Supreme Court's now universal
19 recognition of the two component goals of alimony in divorce after long term marriages is a recognition
20 that alimony is not based on only need, and inherent in its finding in *Shydler* that "[a]limony is an equitable
21 award serving to meet the post-divorce needs *and rights* of the former spouse." *Shydler*, 114 Nev. at 198,
22 954 P.2d at 40.

23 Moreover, the argument that Gabrielle's acquisition of her portion of community property will
24 meet her "lifestyle" needs presents a myopic view of lifestyle. Here, when judging the parties pre-divorce
25 lifestyle, the court must recognize that not only has Dennis's lifestyle been wildly expensive and rich, the
26 parties have managed to save *millions* of dollars in investments and cash due to Dennis's large earnings.
27 That savings and investment is part of the established lifestyle of the parties over a period of many years.
28 Without alimony, Gabrielle's approximately \$55,000 per year income will not allow anything close to the

1 substantial savings and investment that arises from Dennis average income of \$12,629,873 over the last
2 five years.

3 Notably, other states, including California, have a long history of including savings and investment
4 in determining the lifestyle of a party during marriage. For example, in *In re Marriage of Drapeau*, 93
5 Cal.App.4th 1086 (2001) the court reaffirmed the rule that courts consider historic saving and investment
6 when determining the needs of the supported spouse. Because the trial court apparently ignored historic
7 saving and investment, the appellate court reversed and remanded the spousal support order "to permit the
8 trial court to consider the parties' marital savings history as an element in their marital standard of living.
9 ..."
10

11
12 In *Marriage of Wittgrove*, 120 Cal.App.4th 1317 (2004), the California appellate court applied the
13 saving principle to a case a high income case. In *Wittgrove*, the husband had earned \$2,120,322 per year
14 in 2001 and \$1,032,852 in 2002, and the wife earned \$127,845 in the previous year. The parties lived a
15 comfortable lifestyle, and were able to invest \$200,000 to \$300,000 per year. The Court awarded the wife
16 \$13,488 for child support and \$30,000 per month for alimony in a temporary support order. The husband
17 appealed, claiming in relevant part that the order was improper because it "exceeded the family's needs."
18

19 The appellate court observed:

20 Alan ignores the evidence in the record concerning the parties' elaborate upper class
21 lifestyle, which included substantial amounts of money to invest and save each year, and
22 the fact that a court is not limited by a supported spouse's living expense needs when the
23 parties' marital standard of living included savings and investments . . . The court utilized
24 these rules in this case and the amounts of temporary support award were will within its
25 wide discretion.

26 Id. at 1229.

27 Here, the evidence will show that the parties have saved and invested millions of dollars over time
28 (more if it had not been for Dennis's spending). Gabrielle will request that the Court consider that savings
and investment as part of her lifestyle in this case.

1 The second component of the *Shydler* elements compensate Gabrielle for the "career asset" Dennis
2 acquired in the marriage. The evidence will show that Gabrielle subjugated her career and life as a whole
3 to follow Dennis and to support him even through the embarrassment, bizarre behavior, and shame he put
4 her through. The evidence will further show that during the term of the parties' marriage, Dennis's career
5 went from a regional sales director for Pilling, a company that sells surgical products, to the dual role of
6 Chief Operating Officer of DaVita, Inc., a Fortune 500 company with 55,000 employees, and Chief
7 Executive Officer International and President of Healthcare Partners. His rise in DaVita occurred over the
8 last approximately 16 years of the parties' marriage. Dennis placed himself in the position of earning an
9 average of approximately \$12.6M per year by acquiring and honing marketable skills during the parties'
10 community. Gabrielle did not advance her career, and her income is flat at around \$55,000 per year as a
11 nurse consultant. The gap in their average incomes is approximately \$12.5M on average. To put the gap
12 in income in perspective, *based upon average earnings over the last five years, Dennis will earn what*
13 *Gabrielle earns in a year in approximately a day and a half (38 hours).*

14 While the property granted to the recipient spouse is one of the 11 factors identified in NRS
15 125.150(7), the Nevada Supreme Court in *Shydler* identified the narrowing of the gap in *earnings* as the
16 goal of alimony after a long marriage. Gabrielle submits that the evidence of the gap of the parties' income
17 is a basis for an award of alimony from Dennis to Gabrielle.

21 V.

22 **GABRIELLE'S REQUEST FOR ATTORNEY'S FEES, EXPERT'S FEES AND COSTS**

23 NRS 125.150 pertaining to an award for attorney's fees, states in relevant part,

24 3. Except as otherwise provided in NRS 125.141, whether or not application for suit
25 money has been made under the provisions of NRS 125.040, the court may award a
26 *reasonable attorney's fee* to either party to an action for divorce if those fees are in issue
27 under the pleadings.
28 [Emphasis added]

1 In *Miller v. Wilfong*, 121 Nev. 619, 621, 119 P.3d 727, 730 (2005), the Court stated:

2 [I]t is within the trial court's discretion to determine the reasonable amount of attorney fees
3 under a statute or rule, in exercising that discretion, the court must evaluate the factors set
4 forth in *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33
5 (1969). Under *Brunzell*, when courts determine the appropriate fee to award in civil cases,
6 they must consider various factors, including the qualities of the advocate, the character
7 and difficulty of the work performed, the work actually performed by the attorney, and the
8 result obtained. We take this opportunity to clarify our jurisprudence in family law cases
9 to require trial courts to evaluate the *Brunzell* factors when deciding attorney fee
awards. Additionally, in *Wright v. Osburn*, this court stated that family law trial courts
must also consider the disparity in income of the parties when awarding fees. Therefore,
parties seeking attorney fees in family law cases must support their fee request with
affidavits or other evidence that meets the factors in *Brunzell* and *Wright*.

10 One of the four factors this Court must review, under the above cited decisions in *Wilfong* and
11 *Brunzell*, is the result obtained.

12 NRCP 54 states in relevant part,

13 (B) **Timing and Contents of the Motion.** Unless a statute provides otherwise, the
14 motion must be filed no later than 20 days after notice of entry of judgment is served;
15 specify the judgment and the statute, rule, or other grounds entitling the movant to the
16 award; state the amount sought or provide a fair estimate of it; and be supported by
17 counsel's affidavit swearing that the fees were actually and necessarily incurred and were
18 reasonable, documentation concerning the amount of fees claimed, and points and
authorities addressing appropriate factors to be considered by the court in deciding the
motion. The time for filing the motion may not be extended by the court after it has
expired.

19 Gabrielle requests that the court defer the issue of fees and costs until the end of trial, and allow
20 Gabrielle to submit a Memorandum of Fees and Costs pursuant to NRCP 54 with a complete analysis of under
21 the *Brunzell* factors.⁷

22 VI.

23 LIST OF WITNESSES

24 *Other than the parties and a resident witness, list all witnesses intended to be called by you. Further*
25 *provide a brief summary of the witnesses' anticipated testimony.*

26 See Exhibit "2" Attached hereto.

27
28 ⁷ *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31, 33 (1969).

VII.

LIST OF EXHIBITS

List and identify specifically each item of evidence intended to be introduced by you at the time of trial:

Any and all documents produced by either party during the discovery phase of this matter including, but not limited to the following:

See Exhibit "3" attached hereto.

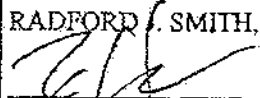
VIII.

LENGTH OF TRIAL

Length of trial: The trial is currently scheduled for two and a half (2.5) days. Gabrielle anticipates that the Trial in this case will take much longer than the scheduled duration.

Dated this 18 day of February, 2016

RADFORD J. SMITH, CHARTERED


RADFORD J. SMITH, ESQ.

Nevada State Bar No. 002791

GARIMA VARSHNEY, ESQ.

Nevada State Bar No. 011878

2470 St. Rose Parkway, Suite 206

Henderson, Nevada 89074

Attorney for Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Radford J. Smith Chartered ("the Firm"). I am over the age of 18 and not a party to the within action.

I served the foregoing document described as "PLAINTIFF'S PRE TRIAL MEMORANDUM" on this _____ of February, 2016, to all interested parties by way of the Eighth Judicial District Court's electronic filing system.

Daniel Marks, Esq.
610 S. Ninth Street
Las Vegas, Nevada 89101
Attorney for Defendant/Counterclaimant

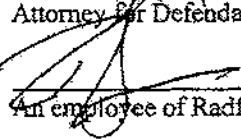

An employee of Radford J. Smith, Chartered

EXHIBIT “1”

PROPOSED QUITMENT OF COMMUNITY PROPERTY WORKSHEET (SUBJECT TO UPDATE) - AS OF FEBRUARY 14, 2016

00809

PROPOSED DISTRIBUTION OF COMMUNITY PROPERTY NOTIFIED (SUBJECT TO LIQUIDATE) - AS OF FEBRUARY 18, 1966

[illegible]

EXHIBIT “2”

PLAINTIFF'S LIST OF WITNESSES

1. Ms. Jenny Allen, CPA, CFE
Anthem Forensics
2520 St. Rose Parkway, Suite 310
Henderson, Nevada 89074
(702) 366-9599

Ms. Allen is a valuation and forensic accounting expert. She is expected to testify regarding forensic accounting in this case.

2. Mr. Joseph L. Leauanae, CPA, CITP, CFF, CFE, ABV, ASA
Anthem Forensics
2520 St. Rose Parkway, Suite 310
Henderson, Nevada 89074
(702) 366-9599

Mr. Leauanae is a valuation and forensic accounting expert. He is expected to testify regarding forensic accounting in this case.

3. Mr. Marc B. Herman
All AmDennisan Real Estate Services
Post Office Box 280775
Northridge, California 91328-0775
(818) 360-8981

Mr. Herman is a residential real estate appraiser. He is expected to testify regarding the valuation and rental estimates of various real properties located in California.

4. Jennifer Crute Steiner
2330 Chapala Street
Santa Barbara, California 93105-3909

Pursuant to NRCP 32(a)(3)(B), Gabrielle shall use the deposition transcript of Ms. Steiner at Trial. Ms. Steiner's deposition transcript is expected to determine her relationship with Mr. Kogod and provide an explanation for certain expenses on Mr. Kogod's financial statements.

5. Nadya Khapsalis, a/k/a Nadya Khapsalis Kogod, a/k/a Nadejda Khapsalis, a/k/a Nadine Kievsky a/k/a Nadine K. Kievsky
Address to be supplemented

Pursuant to NRCP 32(a)(3)(B), Gabrielle shall use the deposition transcript of Ms. Khapsalis at Trial. Ms. Khapsalis's deposition transcript is expected to determine her relationship

with Mr. Kogod and provide an explanation for certain expenses on Mr. Kogod's financial statements.

6. Isela Hawley
(702) 583-1667

Ms. Hawley is Plaintiff's housekeeper. She is expected to testify regarding the facts and circumstances of this case.

7. Tito DeLeon
(702) 503-3991

Mr. DeLeon was Plaintiff's car dealer. He is expected to testify regarding the facts and circumstances of this case.

8. Debbie Winiewicz
(702) 358-4703

Ms. Winiewicz is Plaintiff's friend. She is expected to testify regarding the facts and circumstances of this case.

9. Arleen Syler
(702) 435-8060

Ms. Syler is Plaintiff's friend. She is expected to testify regarding the facts and circumstances of this case.

10. Valerie Treaster
(Address to be supplemented)

Ms. Treaster is Plaintiff's friend. She is expected to testify regarding the facts and circumstances of this case.

11. Sheldon Kogod
321 S. Vincente Blvd. #707
Los Angeles, California 90048
(561) 706-0748

Mr. Sheldon Kogod is Dennis' father. Pursuant to NRCP 32(a)(3)(B), Gabrielle shall use the deposition transcript of Mr. Sheldon Kogod at Trial. Mr. Kogod's deposition transcript is expected to prove the facts and circumstances surrounding the parties' relationship, his knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod and regarding the financial aspects of the case.

12. Marsha Kogod
321 S. Vincente Blvd. #707
Los Angeles, California 90048
(561) 706-0748

Ms. Marsha Kogod is Dennis' mother. Pursuant to NRCP 32(a)(3)(B), Gabrielle shall use the deposition transcript of Ms. Marsha Kogod at Trial. Ms. Kogod's deposition transcript is expected to prove the facts and circumstances surrounding the parties' relationship, her knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod and regarding the financial aspects of the case, including various campaign contributions made by her.

13. Mitchell Kogod
434 S. Canon Drive, Unit 405
Beverly Hills, California 90212
(954) 865-1265

Mr. Mitchell Kogod is Dennis' younger brother. Pursuant to NRCP 32(a)(3)(B), Gabrielle shall use the deposition transcript of Mr. Mitchell Kogod at Trial. Mr. Kogod's deposition transcript is expected to prove the facts and circumstances surrounding the parties' relationship, his knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod and regarding the financial aspects of the case.

14. Dana (Davis) Kogod
434 S. Canon Drive, Unit 405
Beverly Hills, California 90212
(954) 865-1265

Ms. Dana Kogod is Mr. Mitchell Kogod's wife and Dennis' sister-in-law. Pursuant to NRCP 32(a)(3)(B), Gabrielle shall use the deposition transcript of Ms. Dana Kogod at Trial. Ms. Kogod's deposition transcript is expected to prove the facts and circumstances surrounding the parties' relationship, her knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod and regarding the financial aspects of the case.

15. Patricia Murphy
16335 Argent Road
Chino Hills, California 91709
(951) 201-7336

Ms. Patricia Murphy is Dennis' long-time assistant. Pursuant to NRCP 32(a)(3)(B), Gabrielle shall use the deposition transcript of Ms. Murphy at Trial. Ms. Murphy's deposition transcript is expected to prove the facts and circumstances surrounding the parties' relationship, her knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod and regarding the financial aspects of the case.

16. Keith Weaver, Esq.
2300 West Sahara Avenue
Suite 300
Las Vegas, Nevada 89102
(702) 693-4337

Mr. Weaver is a family friend. He is expected to testify regarding the facts and circumstances surrounding the parties' relationship.

17. Jennifer Morales, Esq.
8751 W. Charleston Blvd.
Suite 220
Las Vegas, Nevada 89117

Ms. Morales is a family friend. She is expected to testify regarding the facts and circumstances surrounding the parties' relationship and her knowledge of Dennis' relationship with Ms. Nadya Khapsalis Kogod.

18. Eugene Cioffi
Address to be supplemented

Mr. Cioffi is Gabrielle's brother and will testify regarding Gaby and her family's relationship with Dennis. He will appear through his deposition testimony.

19. Cassandra Cioffi
Address to be supplemented

Ms. Cioffi is Gabrielle's sister and will testify regarding Gaby and her family's relationship with Dennis. She will appear through her deposition testimony.

20. Stephani Cioffi
Address to be supplemented

Ms. Cioffi is Gabrielle's sister and will testify regarding Gaby and her family's relationship with Dennis. She will appear through her deposition testimony.

EXHIBIT “3”

Kogod v. Kogod (D-13-489442-D)
DEPARTMENT: Q

PLAINTIFF'S EXHIBITS

1. Plaintiff's Financial Disclosure Form February 19, 2016
2. Defendant's Financial Disclosure Form February 16, 2016
3. Marital Balance Sheet dated February 16, 2016
4. Proposed Distribution of Community Property Worksheet dated February 16, 2016
5. Documents in support of Marital Balance Sheet dated February 16, 2016
6. All pleadings and papers on file in this matter, including all exhibits thereto
7. Anthem Forensics' Expert Witness Report dated November 17, 2015
8. Anthem Forensics' Supplemental Expert Witness Report dated December 15, 2015
9. Mr. Richard Teichner's Rebuttal Expert Report dated January 25, 2016
10. Anthem Forensics' Response to Rebuttal Report dated February 5, 2016
11. Mr. Richard Teichner's Surrebuttal Expert Report dated February 15, 2016
12. Spreadsheet showing the Joint Preliminary Injunction Violations
13. Documents in support of Joint Preliminary Injunction Violations
14. Calculation of Income of the parties
15. Emails between the parties produced during discovery
16. Text messages between the parties produced during discovery
17. Any and all Income Tax Returns of the parties produced during discovery
18. Any and all orders in the case
19. Stipulation and Order filed on August 10, 2015
20. Videos produced during discovery

21. Radford J. Smith Chartered's Billing History
22. Jaffe and Clemens' Billing History
23. Anthem Forensics' Billing History
24. Marc Herman's invoices
25. All documents produced through discovery
26. Any and all documents admitted into evidence by Defendant
27. Any and all rebuttal documents

MISC

Radford J. Smith Esq.
Nevada State Bar No.: 002791
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, NV 89074
Tel: (702) 990-6448
Attorney for Plaintiff


CLERK OF THE COURT

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA
FAMILY DIVISION

Gabrielle Cioffi-Kogod)
Plaintiff,)
vs.)
Dennis Kogod)
Defendant)
Case No. D-13-489442-D
Dept. No. 6

DETAILED FINANCIAL DISCLOSURE FORM

What is your name? Gabrielle Rose Cioffi-Kogod
First Name Middle Last Name (Maiden / Former Name)
How old are you? 57 What is your date of birth? 7/12/1958
What is your occupation? Registered Nurse / Legal Nurse Consultant
Who is your employer? Dignity Health From: 11/15/2004 To: Present
Previous employer? HCA Sunrise Hospital From: 1/4/2003 To: 5/31/2004
What is your highest level of education? Master of Public Health (MPH)
Level of disability? N/A Agency/Physician Certifying Disability: N/A

FAMILY RESIDENCE TABLE - In the table below, insert the names and ages of each person currently living with you.

NAME	AGE	MINOR CHILD OF THIS MARRIAGE/RELATIONSHIP?	MINOR CHILD NOT OF THIS MARRIAGE/RELATIONSHIP?	OTHER RELATIONSHIP (SPECIFY)
N/A				

Income/Support from Others

I am am not X divorced from the other party in this action. I am am not X remarried.
My current spouse is: X is not: currently employed.
My current spouse earns: unknown per hour \$0.00 per week \$0.00 every two weeks \$0.00 per month

Attorney's Fees and Retainer(s)

As of the date of this Disclosure, a total of: \$260,000.00 has been paid by me or on my behalf to all counsel who have represented me in this matter. I have a Retainer balance of \$0.00 remaining in my attorney's Trust Account.
I currently owe my attorney(s) a total of:

Your Name: _____
Case No.: _____

INCOME / EXPENSE SUMMARY

INCOME SUMMARY

Gross Monthly Income From All Sources	\$4,624.30
Mandatory Deductions	\$838.30
Gross Monthly Income Less Mandatory Deductions	\$3,786.00
Voluntary Deductions	\$281.26
Net Monthly Income	\$3,506.74

EXPENSE SUMMARY

Necessities that I pay for myself	\$7,841.16
Necessities that I pay for the other party	\$0.00
Expenses that I pay for my child(ren) (of this relationship)	\$0.00
Mandatory support (child & spousal) to the Other Party	\$0.00
Mandatory support of others (including children NOT of this relationship)	\$0.00
Total Necessities for which I pay	\$7,841.16
Discretionary Expenses that I pay for myself	\$13,453.91
Discretionary Expenses that I pay for the other party	\$0.00
Discretionary support of others	\$0.00
Total Discretionary Expenses that I pay for	\$13,453.91
Total Expenses that I pay for	\$21,295.07

INCOME / EXPENSE SUMMARY

Monthly Deficit / Surplus	-\$17,788.33
----------------------------------	---------------------

If you have a monthly deficit, provide an explanation below of how you meet that deficit each month.

Your Name: _____
Case Number: _____

PERSONAL INCOME WORKSHEET						
YOUR INCOME :						AMOUNT
1	Gross Monthly Income from Employment					
2	Fill out ALL of the following that apply to you (Enter the number (1, 2, 3, or 4) in the box that describes your pay frequency):					
	PAY FREQUENCY	1=one time per month	2=two times per month	3=every two weeks	4=every week	Per Paycheck
						Monthly
	PAY FREQUENCY-1,2,3,or 4					
1	I get paid base salary/hourly wage		2		in the amount of	\$2,312.15
2	I receive overtime pay every				in the amount of	\$0.00
3	I receive bonus pay every				in the amount of	\$0.00
4	I receive commission every				in the amount of	\$0.00
5	I receive tips every				in the amount of	\$0.00
6	I receive a car allowance every				in the amount of	\$0.00
7	I receive a gas allowance every				in the amount of	\$0.00
8	I receive a housing allowance every				in the amount of	\$0.00
9	I receive other allowance(s) every				in the amount of	\$0.00
10	Business Income (sole proprietorship, partnership, LLC, S Corp, etc) Attach Schedule C from last year's tax return and enter the following information:				Enter amount from line 25 of schedule C:	\$0.00
					Enter amount from line 13 of schedule C:	\$0.00
11	Gross Monthly Income from All Other Sources					
12	I receive spousal support/alimony (voluntary) (Court ordered) from the other party in this matter, a total every month in the amount of					\$0.00
13	I receive child support (voluntary) (Court ordered) from the other party in this matter, a total every month in the amount of					\$0.00
14	I receive support from others (not the other party in this case), a total every month in the amount of					\$0.00
15	I receive Social Security, a total every month in the amount of					\$0.00
16	I receive Social Security Disability/Military Disability income a total every month in the amount of					\$0.00
17	I receive Supplemental Security Income, a total every month in the amount of					\$0.00
18	I receive Worker's Compensation Benefits, a total every month in the amount of					\$0.00
19	I receive Unemployment Benefits, a total every month in the amount of					\$0.00
20	I receive Pension/Retirement income, a total every month in the amount of					\$0.00
21	I receive interest income, a total every month in the amount of					\$0.00
22	I receive dividend and/or royalty income, a total every month of					\$0.00
23	I receive payments from a partnership, S Corp, LLC, Trust, or other entity, a total every month of					\$0.00
24	I receive net rental income each month in the amount of:					\$0.00
25	I receive other income (roommates, parents, gifts, other), a total every month of					\$0.00
	Describe the source and amount of any "other" income referenced above.					
	Describe any benefits or perks paid by your employer (including but not limited to the use of any vehicle, club membership, etc.) and your estimated value of such benefits or perks:					\$0.00
26	TOTAL GROSS MONTHLY INCOME					\$4,624.30

Your Name: _____
 Case Number: _____

PERSONAL DEDUCTIONS WORKSHEET

YOUR DEDUCTIONS :

(IF YOU OWN A BUSINESS OR ARE SELF EMPLOYED, GO TO THE BUSINESS INCOME PAGE)

AMOUNT

Mandatory Monthly Paycheck Deductions

Fill out ALL of the applicable items:

1	I have Federal Income Tax withheld every paycheck in the amount of	\$240.90	\$481.80
2	I have Social Security Taxes withheld every paycheck in the amount of	\$143.70	\$287.40
3	I have Medicare <u>withheld</u> every paycheck in the amount of	\$33.55	\$67.10
4	I have Union Dues <u>withheld</u> every paycheck in the amount of	\$0.00	\$0.00
5	I have Court-ordered Child Support <u>withheld</u> every paycheck in the amount of	\$0.00	\$0.00
6	I have other Court-ordered garnishments <u>withheld</u> every paycheck in the amount of	\$0.00	\$0.00
7	I have health insurance premiums <u>withheld</u> every paycheck in the amount of	\$0.00	\$0.00
8	List all other mandatory deductions, including amounts, <u>withheld</u> every paycheck:	\$0.00	\$0.00

Total MANDATORY Deductions Per Month

\$836.30

Voluntary Monthly Paycheck Deductions

Fill out ALL of the applicable items:

9	I have Life, Disability, &/or other insurance premiums withheld every paycheck in the amount of	\$1.79	\$3.58
10	I have Federal Health Savings Plan every paycheck withheld in the amount of	\$0.00	\$0.00
11	I have Retirement/Pension/IRA/401(k) withheld every paycheck in the amount of	\$138.84	\$277.68
12	I have Savings withheld every paycheck in the amount of	\$0.00	\$0.00
13	I have other (specify below) voluntary sums withheld every paycheck in the amount of	\$0.00	\$0.00
13	List all other voluntary deductions, including amounts, withheld every paycheck:	\$0.00	\$0.00

14 Total VOLUNTARY Deductions Per Month

\$281.26

15 TOTAL DEDUCTIONS PER MONTH

\$3,506.74

PERSONAL EXPENSE WORKSHEET: NECESSITIES

**TOTAL
AMOUNT I
PAY
DIRECTLY
FOR
MYSELF**

**TOTAL
AMOUNT I
PAY
DIRECTLY
FOR THE
OTHER
PARTY**

**DO NOT REPORT ANY CHILD-RELATED EXPENSES ON THIS PAGE.
A SEPARATE PAGE FOR CHILD-RELATED EXPENSES IS ATTACHED.**

1	I own my home	<input checked="" type="checkbox"/>	I rent / lease my home	<input type="checkbox"/>	I share a home or apartment with someone else	<input type="checkbox"/>		
	I pay a monthly mortgage/rent/lease payment (for the home I live in and/or home the other party lives in) in the amount of						\$1,796.87	
	I pay a monthly second mortgage (for the home I live in and/or home the other party lives in) in the amount of						\$0.00	
	I pay a monthly Home Equity Line of Credit ("HELOC") (for the home I live in and/or home the other party lives in) in the amount of						\$0.00	
	If not included in my mortgage payment(s), I pay property taxes (for the home I live in and/or home the other party lives in) in the amount of						\$600.00	
	If not included in my mortgage/rent payment(s), I pay a monthly home owners/renters insurance premium (for the home I live in and/or home the other party lives in) in the amount of						\$600.00	
	I pay monthly Home Owner's Association dues (for the home I live in and/or the home the other party lives in) in the amount of						\$800.00	
	I pay a Special Assessment Fee (for the home I live in and/or the home the other party lives in) in the amount of						\$300.00	
2	I pay the following utilities and telephone expenses (for the home I live in and/or the home the other party lives in) each month:							
	Gas/Heating Oil						\$60.00	
	Electricity						\$400.00	
	Water						\$115.00	
	Garbage and sewer						\$15.00	
	Landline (if part of a "bundled" service, indicate the total amount here)						\$150.00	
	Cellular service (if not included in the landline/bundled service above)						\$125.00	
	* Internet service (if not included in the landline/bundled service above)						\$270.00	
3	I spend the following each month for healthcare related expenses for myself and/or the other party (Not paid from a Health Savings Plan):							
	Medical insurance (including hospitalization, dental, vision, etc.) for myself and/or the other party (Not already deducted from my paycheck)						\$0.00	
	Out-of-pocket/unreimbursed cost of medical, dental, optical, and prescription expenses for myself and/or other party						\$200.00	
	Out-of-pocket/unreimbursed cost of therapy or counseling (for myself and/or other party)						\$0.00	
4	I spend the following for groceries, household goods and incidentals, not including entertainment or dining out, each month:						\$500.00	
5	I/we own or lease	Lease	my car	I/we own or lease		the other party's car		
	ADDITIONAL VEHICLES SHOULD BE LISTED ON THE SUPPLEMENT PAGE							
	Monthly loan / lease payment (for my car and/or the other party's car)						\$1,400.25	
	Gasoline and oil (for my car and/or the other party's car)						\$200.00	
	Automobile insurance (if you have policy covering more than one car, separate the amount for your car and/or for other party's car)						\$159.00	
	Parking, public transportation, other						\$50.00	
6	I pay the following monthly mandatory amounts for the support of others:							
	Court-ordered child support (if paid to the other party in this case for a child of this relationship, include amount in the "Total Amount I Pay Directly For The Other Party" (middle) column. If for a child of another relationship, include amount in the "Total Amount I Pay Directly For Myself" (left) column)						\$0.00	
	Court-ordered spousal support (if paid to the other party in this case, include amount in the "Total Amount I Pay Directly For The Other Party" (middle) column. If paid to someone else from a prior relationship, include amount in the "Total Amount I pay Directly For Myself" (left) column)						\$0.00	
7	I spend the following each month on education, uniforms, dues, memberships, subscriptions, or other mandatory requirements to maintain employment. I DO NOT receive reimbursement from the employer for any of these expenses						\$100.00	
TOTAL NECESSITIES:							\$7,841.16	\$0.00

* Divide by 3 if paid quarterly; Divide by 6 if paid semi-annually; Divide by 12 if paid annually

USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR NECESSITIES

* Internet includes DirecTV

PERSONAL EXPENSE WORKSHEET DISCRETIONARY EXPENSES				TOTAL AMOUNT PAID DIRECTLY FOR MYSELF	TOTAL AMOUNT PAID DIRECTLY FOR THE OTHER PARTY
DO NOT REPORT ANY CHILD-RELATED EXPENSES ON THIS PAGE. A SEPARATE PAGE FOR CHILD-RELATED EXPENSES IS ATTACHED.					
8) I spend the following monthly amounts for House Maintenance (for the house I live in and/or the house the other party lives in) each month:					
*	House Cleaning			\$200.00	
*	Garden/Lawn care			\$300.00	
*	Pool/Spa service			\$175.00	
*	Pest Control			\$45.00	
*	Security / Alarm Service			\$30.00	
9) I spend the following monthly amounts for my pet's expenses (food, grooming, healthcare, boarding):				\$600.00	
10) Each month I pay the following minimum credit card and other consumer installment payments on my and/or the other party's credit cards: (List name of Issuing Bank or Lender, last four digits of account number and total outstanding balance)					
**	Credit Card or entity to whom installment payment is made #1	Discover Card 4205	Total balance due is	\$0.00	\$0.00
**	Credit Card or entity to whom installment payment is made #2	Bank of America AmEx 9577	Total balance due is	\$0.00	\$0.00
**	Credit Card or entity to whom installment payment is made #3	Coinerity Lof Mastercard 5383	Total balance due is	\$0.00	\$0.00
**	Credit Card or entity to whom installment payment is made #4	SYNCR Banana Republic 4713	Total balance due is	\$0.00	\$0.00
**	Credit Card or entity to whom installment payment is made #5	SYNCR TJA Mastercard 8951	Total balance due is	\$0.00	\$0.00
**	Credit Card or entity to whom installment payment is made #6	Nordstrom 4992	Total balance due is	\$0.00	\$0.00
**	Credit Card or entity to whom installment payment is made #7	Saks Fifth Avenue 8588	Total balance due is	\$0.00	\$0.00
**	Credit Card or entity to whom installment payment is made #8	Neiman Marcus 2608	Total balance due is	\$0.00	\$0.00
**	Credit Card or entity to whom installment payment is made #9	Kohls 5707	Total balance due is	\$0.00	\$0.00
11) I spend the following amounts each month for clothing and related expenses:					
	Clothing, shoes and accessories			\$2,500.00	
	Dry cleaning and/or laundry service			\$75.00	
12) I spend the following each month on appearance (hair, manicures/pedicures, facials, massages, cosmetics, other):				\$1,200.00	
13) I spend the following amounts for Entertainment each month (dining out, movies, shows, books, magazines, etc.):				\$1,600.00	
14) I pay the following amounts for non-mandatory dues and/or membership fees (professional, fraternal organizations, country club, etc.):				\$1,010.00	
I pay the following monthly Health/Exercise-related expenses (health club membership fee(s), personal training, etc.):				\$100.00	
16) I spend the following monthly average amount for vacation expenses (total vacation cost per year divided by 12)				\$650.00	
17) I pay the following monthly premiums for discretionary non-mandatory insurance (life, disability, other) (NOT already deducted from my paycheck)				\$0.00	
18) I spend the following amount each month on church tithes and/or charitable donations (pro-rate quarterly, semi-annual or annual payments)				\$40.00	
19) I spend the following amount each month in voluntary support of others:				\$0.00	
	Expenses for an adult non-dependent child (i.e., college, living or other expenses) SPECIFY:			\$0.00	
	Eldercare (specify the parent or parents for whom you pay eldercare expenses)			\$0.00	
20) Each month I pay the following other miscellaneous expenses:				\$0.00	
	PO Box Rental			\$0.00	
	Safety Deposit Box Rental (where located)			\$0.00	
	Storage			\$90.00	
	Other:			\$0.00	
TOTAL DISCRETIONARY EXPENSES				\$8,415.00	\$0.00
SUBTOTAL FROM ADDITIONAL REAL PROPERTY WORKSHEET				\$4,384.25	\$0.00
SUBTOTAL FROM ADDITIONAL VEHICLES WORKSHEET				\$154.67	\$0.00
TOTAL MONTHLY DISCRETIONARY EXPENSES				\$13,453.91	\$0.00
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR PERSONAL EXPENSES.					
<p>These costs are for the property at 11111 Main Street.</p> <p>** Ms. Kogod pays off these credit cards in full every month. The average monthly balance of these credit cards is as follows: Discover Card 4205 - \$2,500, Bank of America AmEx 9577 - \$400, Coinerity Lof Mastercard 5383 - \$100, SYNCR Banana Republic 4713 - \$750, SYNCR TJA Mastercard 8951 - \$175, Nordstrom 4992 - \$200, Saks Fifth Avenue 8588 - \$220, Kohls 5707 - \$100, Neiman Marcus 2608 - \$250.</p>					

ADDITIONAL REAL PROPERTY WORKSHEET		TOTAL AMOUNT I PAY DIRECTLY	TOTAL AMOUNT OTHER PARTY PAYS DIRECTLY
Use this Supplemental Worksheet to provide information for any additional real property as needed.			
ADDITIONAL REAL PROPERTY (HOUSE, CONDO, VACANT LAND, ETC.)			
1. I own this additional property (insert address): 1479 East 14th Street, Brooklyn, New York, 11230			
I / the other party receives rental income each month for this property in the amount of:		\$0.00	\$0.00
I pay a monthly mortgage on the rental property payment in the amount of			
I pay a monthly second mortgage in the amount of			
I pay a monthly Home Equity Line of Credit ("HELOC") in the amount of			
If not included in my mortgage payment(s), I pay property taxes in the amount of (divide payment to reach a monthly amount)			
If not included in my mortgage payment(s), I pay a monthly home owners/renters insurance premium in the amount of (divide payment to reach a monthly amount)			
I pay monthly Home Owner's Association dues in the amount of			
I pay a monthly Special Assessment Fee in the amount of (to calculate a monthly amount divide: quarterly payment by 3; semi-annual payment by 6 or annual payment by 12)			
I pay the following utilities for this property each month (gas, electricity, water, garbage, sewer, etc.)			
I pay the following maintenance expenses for this property each month (landscape maintenance, pool, pest control, etc.)			
I pay other expenses related to the ownership/rental/lease of this home in the amount of (Specify each "other" expense, to whom paid, and the amount below. Insert the TOTAL "Other Expenses" in the appropriate column.)			
Total expenses for this property:		\$0.00	\$0.00
NET INCOME/LOSS FROM THIS PROPERTY:		\$0.00	\$0.00
2. I own this additional property (insert address): 21 Augusta Canyon Way, Las Vegas, NV 89141			
I / the other party receives rental income each month for this property in the amount of:		\$0.00	\$0.00
I pay a monthly mortgage on the rental property payment in the amount of		\$0.00	
I pay a monthly second mortgage in the amount of		\$0.00	
I pay a monthly Home Equity Line of Credit ("HELOC") in the amount of		\$0.00	
If not included in my mortgage payment(s), I pay property taxes in the amount of (divide payment to reach a monthly amount)		\$1,182.37	
If not included in my mortgage payment(s), I pay a monthly home owners/renters insurance premium in the amount of (divide payment to reach a monthly amount)		\$371.67	
I pay monthly Home Owner's Association dues in the amount of		\$635.00	
I pay a monthly Special Assessment Fee in the amount of (to calculate a monthly amount divide: quarterly payment by 3; semi-annual payment by 6 or annual payment by 12)		\$275.21	
I pay the following utilities for this property each month (gas, electricity, water, garbage, sewer, etc.)		\$1,270.00	
I pay the following maintenance expenses for this property each month (landscape maintenance, pool, pest control, etc.)		\$850.00	
I pay other expenses related to the ownership/rental/lease of this home in the amount of (Specify each "other" expense, to whom paid, and the amount below. Insert the TOTAL "Other Expenses" in the appropriate column.)		\$388.00	
Total expenses for this property:		\$4,884.25	\$0.00
NET INCOME/LOSS FROM THIS PROPERTY:		-\$4,884.25	\$0.00
TOTAL NET INCOME/LOSS FROM INVESTMENT PROPERTIES:		-\$4,884.25	\$0.00
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR ADDITIONAL REAL PROPERTY			
<p>*Mr. Rogard and her three (3) children inherited this property upon the death of their father. All four (4) siblings are on the title to this property. This house is currently being occupied by Mr. Rogard's brother.</p> <p>** Included in 2010 was an estimate for Direct Tax of \$400. Although Mr. Rogard has not yet begun service at this property.</p>			

CHILD(REN)'S PERSONAL EXPENSE WORKSHEET (ENTER EXPENSES FOR CHILD(REN) OF THIS RELATIONSHIP ONLY)		TOTAL AMOUNT I PAY FOR MINOR CHILD(REN)	TOTAL AMOUNT OTHER PARTY PAYS FOR MINOR CHILD(REN)	TOTAL AMOUNT PAID BY ANOTHER FOR MINOR CHILD(REN)
1	Child(ren)'s monthly expenses for clothes, shoes & accessories:			
2	Child(ren)'s monthly unreimbursed medical expenses: Per Paycheck			
	medical co-pays			
	medication (prescription & over-the-counter)			
	optometry			
	dental and orthodontic			
	physical therapy, counseling, other			
3	Child(ren)'s monthly expenses for telephone, cellular telephone, internet			
4	Child(ren)'s monthly expenses for entertainment, dining out, movies, music, other			
5	Child(ren)'s monthly expenses for appearance (hair, manicure/pedicure, facial/massage, cosmetics, other):			
6	Children's monthly expenses for insurance (other than health insurance):			
7	Child(ren)'s monthly education-related expenses (if paid quarterly, divide by 3; semi-annually, divide by 6; annually, divide by 12):			
	Tuition, books & fees			
	Tutoring			
	Special Needs (specify)			
	Uniforms			
	Meals (if not included in tuition)			
	Extracurricular (sports, music, art, etc.)			
	Other: List specific "other" education expenses incurred and amount(s) paid, then insert the total in the appropriate column at right.			
8	Childcare expenses (daycare, before and after school care, Nanny, etc.)			
9	Summer programs / summer camp			
10	Child(ren)'s vehicle (lease/payment, insurance, gas)			
11	Transportation related to visitation - if the child(ren) live in another city/state (pre-rate expenses over the year for a monthly amount, if necessary):			
	Airfare			
	Car Rental			
	Hotel/Motel			
	Parking (at airport or other)			
	Public Transportation			
	Other: List specific "other" transportation expenses incurred and amount(s) paid, then insert the total in the appropriate column at right.			
12	Child(ren)'s Total Monthly Expenses	\$0	\$0	\$0
USE THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR CHILDREN'S PERSONAL EXPENSES				

PLAINTIFF V. DEFENDANT
ASSET & DEBT CHART

2/19/18 11:52 AM <i>see Attached MBS</i>		LAST 4 DIGITS OF ACCOUNT NUMBER	WHOSE NAME IS ON ACCOUNT	ENTER "S" FOR ANY SEPARATE PROPERTY	GROSS VALUE	Amount you owe on this asset NO. 1	Amount you owe on this asset NO. 2	NET VALUE
ASSETS:								
BANK ACCOUNTS								
1								0
2								0
3								0
4								0
5								0
6								0
7	Subtotal	0			0	0	0	0
INVESTMENTS/SECURITIES								
8								0
9								0
10								0
11								0
12								0
13								0
14	Subtotal	0			0	0	0	0
RETIREMENT ACCOUNTS								
15								0
16								0
17	Subtotal	0			0	0	0	0
LIFE INSURANCE POLICIES								
18								0
19								0
20								0
21	Subtotal	0			0	0	0	0
BUSINESS INTERESTS								
22								0
23								0
24								0
25								0
26								0
27	Subtotal	0			0	0	0	0
RECEIVABLES/DEPOSITS								
28								0
29								0
30								0
31								0
32								0
33	Subtotal	0			0	0	0	0
REAL PROPERTY								
34								0
35								0
36								0
37								0
38	Subtotal	0			0	0	0	0
AUTOMOBILES								
39								0
40								0
41								0
42								0
43	Subtotal	0			0	0	0	0
PERSONAL PROPERTY								
44								0
45								0
46								0
47	Subtotal	0			0	0	0	0

LIABILITIES:

DLK *
 Initials:
 Nevada Supreme Court
 Revised: 2/19

PLAINTIFF V. DEFENDANT
ASSET & DEBT CHART

2/19/16 11:52 AM							
ITEM	LAST 4 DIGITS OF ACCOUNT NUMBER	WHOSE NAME IS ON ACCOUNT	ENTER "S" FOR ANY SEPARATE PROPERTY	GROSS VALUE	Amount you owe on this asset NO. 1	Amount you owe on this asset NO. 2	NET VALUE
LONG TERM DEBT NOT LISTED ABOVE							
48							0
49							0
50							0
51							0
52							0
53	Subtotal			0	0		0
OTHER LIABILITIES NOT LISTED ABOVE							
54							0
55							0
56							0
57							0
58							0
59							0
60							0
61							0
62							0
63	Subtotal			0	0		0
TOTAL UNSECURED LIABILITIES				0			0
NET VALUE OF ASSETS (NET EQUITY)				0			0

THE SPACE BELOW FOR ANY NOTES/COMMENTS/EXPLANATION YOU WISH TO PROVIDE REGARDING YOUR ASSET AND DEBT CHART

--

SIGNATURE PAGE

Please read the questions below and check "yes" or "no."

	YES	NO
1. Are you contributing to anyone's expenses except your current spouse (if any), the other party and/or children as reported herein?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Is anyone contributing to your expenses other than your current spouse (if any) or the other party as reported herein?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Are you providing any voluntary unpaid services to any entity, group or person?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Have you canceled any monthly services (housecleaning, cable, lawn care, etc) in the past twelve (12) months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Have you removed money from any retirement or deferred compensation account in the past twelve (12) months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Have you traveled with anyone other than your current spouse (if any) or alone in the past twelve (12) months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Have you transferred assets totaling \$500 or more in the past twelve (12) months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Have you deferred receiving any money that you are entitled to receive?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Is anyone holding money for you?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Have you accrued sick/vacation days that you can cash out through your employer?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Do you have money on deposit anywhere? i.e. purchase of a home or car, country club membership, landlord	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Have you prepaid any expenses?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Have you loaned money totaling over \$300 to anyone in the past twelve (12) months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Have you made charitable contributions totaling over \$500 in the past twelve (12) months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Does anyone owe you money?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Are you owed back child support or spousal support?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Have you modified your payroll deductions in the past twelve (12) months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. Are you in Bankruptcy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Is your current gross monthly income significantly different (20% or more) from the average for the past 12 months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I am the X Plaintiff/Petitioner Defendant/Respondent in the above action. I swear or affirm under penalty of perjury that I read and followed all instructions in completing this Financial Disclosure Form and that the contents of this Financial Disclosure Form are true and correct to the best of my knowledge as of this date. I understand that, by my signature, I verify the material accuracy of the contents of this Form. I also understand that any willful misstatements may be contemptuous and could result in my punishment by the Court.

I understand that I have a duty to supplement the information on this form within ten (10) calendar days of discovering additional assets or debts or upon discovering any incorrectly reported information or upon any changed circumstances.

Executed: 02/19/2016

Signature: *Michelle J. King*

SIGNATURE OF ATTORNEY (if represented by counsel):

By signing this form, the attorney of record certifies that he or she has read the factual statements made by the Declarant, and there exists reasonable basis to believe that this financial disclosure is likely to have evidentiary support after further investigation or discovery.

Executed: 2/19/2016

Signature: *Gavinna Vashney*

Kogut & Kogut
Las Vegas, NV

MARITAL ASSET SCHEDULE (SUBJECT TO UPDATE) - AS OF FEBRUARY 16, 2016

Ref	Asset Description	Valuation Date	Gross Value	Debt	Net Value	Notes
Cash / Stocks / Bonds						
1	Gaby Kogut - Bank of America Checking #0229	12/31/2015	88,330.56	-	88,330.56	
2	Dennis and Gaby Kogut - Bank of America Checking #6440	12/31/2015	117,216.54	-	117,216.54	
3	Dennis Kogut - Wells Fargo Checking #3807	1/31/2016	16,367.79	-	16,367.79	
4	Dennis Kogut - Wells Fargo Savings #4253	1/31/2016	1,637.43	-	1,637.43	
5	Dennis Kogut - Wells Fargo Checking #8970	2/3/2016	478.55	-	478.55	
6	Blocked account for the sale of the yacht					The proceeds from the sale were placed into LWS nos.
7	System 8 Fight Club, LLC - Chase #5685	10/30/2015	201.16	-	201.16	
8	System 8 Fight Club, LLC - Chase #5060	10/30/2015	50.23	-	50.23	
Investment Accounts						
9	UBS Financial Services Inc. #73 GM	1/31/2016	5,791,228.94	-	5,791,228.94	
10	UBS Financial Services Inc. #34 GM	1/31/2016	2,226,101.17	-	2,226,101.17	
11	UBS Financial Services Inc. #27 GM	1/31/2016	-	(411,873.62)	(411,873.62)	
12	UBS Financial Services Inc. #99 GM	1/31/2016	1,063,207.46	-	1,063,207.46	
13	UBS Financial Services Inc. #65 GM	1/31/2016	9,669,368.25	-	9,669,368.25	
14	UBS Financial Services Inc. #75 GM	1/31/2016	113,205.68	-	113,205.68	
15	UBS Financial Services Inc. #75 GM	5/31/2015	25,041.53	-	25,041.53	
16	Gaby Kogut - UBS Financial Services Inc. Pk. 20329 GM	12/31/2015	1,732,031.60	-	1,732,031.60	
17	Gaby Kogut - Merrill Lynch CMA Account #705-10637	12/31/2015	501,503.52	-	501,503.52	
18	Gaby Kogut - Merrill Lynch Investment #705-10640	12/31/2015	166,132.85	-	166,132.85	
19	Gaby and Dennis Kogut - Merrill Lynch Investment #705-10588	12/31/2015	0.30	-	0.30	
20	Gaby and Dennis Kogut - Merrill Lynch CMA for Trust Sub #705-10593	12/31/2015	282,076.31	-	282,076.31	
Retirement and Health Savings Accounts						
21	Dennis Kogut - DANA Retirement Savings VOW	12/31/2015	371,444.52	-	371,444.52	
22	Dennis Kogut - DANA Retirement Savings VOW	1/31/2016	307,576.08	-	307,576.08	
23	Gaby Kogut - Fidelity Divdty Health #9161 and #9316	12/31/2015	66,057.11	-	66,057.11	
24	Dennis Kogut - Chase Client Fund Health Savings #1626	11/1/2015	1,127.55	-	1,127.55	
25	Fidelity Pension	5/26/2015	-	-	-	\$600 per month starting when Dennis reaches age 65
Business Interests and Investments						
26	12 Moe, LLC Investment	5/14/2015	-	-	-	Amounts included in potential community waste.
27	Thomson, LLC Investment (Production Project)	5/29/2015	100,000.00	-	100,000.00	This is the total amount invested, not the actual fair market value.
28	Pray for Ukraine "Winter on Fire" Investment (Production Project)	10/16/2014	81,050.00	-	81,050.00	This is the total amount invested, not the actual fair market value.
29	Investments with New Enterprise Associates	6/30/2015	979,183.00	-	979,183.00	This is the potential fair market value as of June 30, 2015.
30	Investment with Radiology Partners	7/31/2015	665,500.00	-	665,500.00	This is the potential fair market value as of July 31, 2015.
31	Investment with K13	12/7/2015	150,000.00	-	150,000.00	This investment is held outside of the UBS accounts. At this time, we do not know the fair market value of this \$150,000 investment.
Receivables						
32	Promissory Note - Michael Kogut	1/6/2013	178,000.00	-	178,000.00	
33	Promissory Note - Jonathan Kogut	5/27/2015	25,000.00	-	25,000.00	This amount excludes the promissory note related to the 5 San Vicente apartment and the yacht.
34	Personal Loan - Sergio Kogut	5/18/2015	25,000.00	-	25,000.00	
35	Personal Loan - Alan Mathews	1/21/2013	25,000.00	-	25,000.00	

Kogod v. Kogod
Las Vegas, NV

MARITAL ASSET SCHEDULE (SUBJECT TO UPDATES) - AS OF FEBRUARY 15, 2016

Ref	Asset Description	Valuation Date	Gross Value	Debt	Net Value	Notes
Real Estate						
36	28 Via Mira Monte, Henderson, NV 89031	Estimate	1,400,000.00	(829,498.38)	570,501.62	The mortgage on this property is held in Dennis Kogod's name.
37	321 South San Vicente Blvd #202 Los Angeles, CA 90048	1/10/2016	680,000.00	-	680,000.00	
38	5718 Oak Park Road, Beverly Hills, CA 90210	1/10/2016	6,400,000.00	-	6,400,000.00	
39	434 South Canyon Drive, Unit 205, Beverly Hills, CA 90212	1/10/2016	700,000.00	-	700,000.00	
40	71 Augusta Canyon Way, Las Vegas NV 89141	Purchase Price	2,375,000.00	-	2,375,000.00	
41	16776 Wilshire Boulevard #814 Los Angeles, CA 90024	Purchase Price	3,615,001.76	-	3,615,001.76	
42	Address to 10776 Wilshire Boulevard	Purchase Price	392,215.89	-	392,215.89	During Dennis' deposition he indicated that he purchased the "money's quarters".
Automated and Recreational Vehicles						
43	2015 Ferrari	2/27/2015	576,861.16	-	576,861.16	This amount includes the value listed on Dennis' 1099 plus the \$97,861.16 paid in June 2015 for the vehicle.
44	2015 Bentley	2/27/2015	255,000.00	-	255,000.00	
45	2015 Bentley - Gaby's vehicle	2/27/2015	205,000.00	-	205,000.00	
Other Assets						
46	Miscellaneous (Gifts, cash, personal property, jewelry, watches, etc.)	Unknown	-	-	-	
47	Furniture (H)	Unknown	-	-	-	
48	Furniture (W)	Unknown	-	-	-	
49	Credit card rewards points	Unknown	-	-	-	We do not know the cash value, but the total accumulation of points is in excess of \$1,000,000.
Life Insurance						
50	Prudential (Nancy, Matthew and kids)	5/29/2015	31,642.00	-	31,642.00	
51	AIG (Helen, Nadine and kids)	5/29/2015	-	-	-	This is a term policy, with no cash value. The term value is \$750,000.
52	DaVita (Whole, Gaby)	5/29/2015	-	-	-	This is a term policy, with no cash value. The term value is \$545,000.
Liabilities						
53	Dennis Kogod - American Express Card # 35-89001	1/15/2016	-	(12,438.49)	(12,438.49)	
54	Dennis Kogod - American Express Card # 35-727063	1/18/2016	-	(15,663.85)	(15,663.85)	
55	Dennis Kogod - American Express Platinum # 35-89001	1/15/2016	-	(89.99)	(89.99)	
56	Dennis Kogod - Visa Black Card # 1500	3/6/2016	-	(19,015.30)	(19,015.30)	
57	Dennis Kogod - Wells Fargo Visa # 4777	4/16/2014	-	(250.19)	(250.19)	Potentially closed
58	Dennis Kogod - Wells Fargo Visa # 1032	1/15/2016	-	(15,000.00)	(15,000.00)	
59	Gaby Kogod - Bank of America # 4773	1/4/2016	-	(1,075.04)	(1,075.04)	
60	Gaby Kogod - Discover # 4295	12/11/2015	-	(1,557.57)	(1,557.57)	
61	Gaby Kogod - Bank of America # 4257	12/11/2015	-	7.57	7.57	
62	Gaby Kogod - Bank of America # 4257	11/25/2015	-	(171.24)	(171.24)	
63	Gaby Kogod - American Express # 4777	12/12/2015	-	(458.76)	(458.76)	
64	Gaby Kogod - Bank of America # 4777	12/11/2015	-	(78.53)	(78.53)	
65	Gaby Kogod - Bank of America # 4257	1/28/2016	-	(272.85)	(272.85)	
66	Gaby Kogod - Bank of America # 4257	1/15/2016	-	(25.58)	(25.58)	
67	Gaby Kogod - Bank of America # 4257	7/10/2015	-	(286.56)	(286.56)	
TOTAL LIABILITIES			\$	(41,090,295.42)	\$	(41,090,295.42)
NET EQUILIBRIUM VALUE			\$	(41,090,295.42)	\$	39,784,047.11



Dignity Health

3033 N 3rd Avenue, Phoenix, AZ 8501
Payroll Service Center - 868-842-2362, Fax - 602-798-0461
PayrollConnect@DignityHealth.org

DIGNITY HEALTH

Pay Date: 01/22/2016

Pay Period: 01/03/2016 01/16/2016

Advice Number:

18726822

Net Pay:

\$1,755.24

EMPLOYEE INFORMATION			DIRECT DEPOSIT INFORMATION			
Name:	CIOFFI-KOGOD, GABRIELLE R.		Description	Amount		
Employee No.:	24186		CHECKING: xxxxx0129	1,755.24		
Standard Hours Per Pay Period:	48.00					
Base Pay Rate:	48.1695					
Process Level / Home Dept:	101 / 87549					
EARNINGS						
Description	Rate	Hours	Earnings	YTD Hours	YTD Earnings	
Regular	48.1695	48.00	2,312.14	48.00	2,312.14	
PTO				48.00	2,312.14	
NON-CASH TAXABLE AMOUNTS						
Group Term Life			2.18		4.36	
SUMMARY						
Gross Pay does not include Non-Cash Taxable Amounts	HOURS PAID	GROSS PAY	PRE-TAX DEDUCTIONS (-)	TAXES (-)	AFTER TAX DEDUCTIONS (-)	NET PAY (+)
CURRENT	48.00	2,312.14	138.98	418.04	0.00	1,755.24
YTD	96.00	4,624.28	277.72	836.08	0.00	3,510.48
PAID TIME OFF STATEMENT			TAX INFORMATION			
Plan	Current Used	Current Earned	Balance	Tax Type	Marital Status	Additional Exemptions Withholding
PTO	0.00	7.5696	366.2794	FED ST	Married	0 0

TAX WITHHOLDING			
Description	Current Amount	YTD Amount	YTD Taxable Wages
Federal Tax	240.98	481.98	4,350.92
Social Security	143.49	286.98	4,628.64
Medicare	33.56	67.12	4,628.64
PRE-TAX DEDUCTIONS			
Description	Current Amount	YTD Amount	
403(b) Savings Plan		156.86	277.72
AFTER TAX DEDUCTIONS			
Description	Current Amount	YTD Amount	
COMPANY CONTRIBUTIONS			
Description	Current Amount	YTD Amount	
Life Ins	3.60	7.20	
LTD Ins	3.24	6.48	
AD&D Ins	0.42	0.84	



Dignity Health

3033 North Third Ave.
Phoenix, AZ 85013

Bank of America NT & SA
555 Capitol Mall Suite, #150
Sacramento, CA 95814-4503
11-35/1210

Date 1/22/2016

18729822

Advice Amount
\$ *****1,755.24

GABRIELLE R CIOFFI-KOGOD
26 VIA MIRA MONTE
HENDERSON, NV 89011

A

NON-NEGOTIABLE

00833



Dignity Health

3033 N 3rd Avenue, Phoenix, AZ 85013
Payroll Service Center - 800-842-2362, Fax - 602-798-0466
PayrollConnect@DignityHealth.org

DIGNITY HEALTH

Pay Date: 02/05/2016 Pay Period: 01/17/2016 01/30/2016

Advice Number:

18785642

Net Pay:

\$1,755.27

EMPLOYEE INFORMATION			DIRECT DEPOSIT INFORMATION		
Name:	CIOFFI-KOGOD, GABRIELLE R.		Description	Amount	
Employee No.:	24186		CHECKING xxxxx0129	1,755.27	
Standard Hours Per Pay Period:	40.00				
Base Pay Rate:	48.1697				
Process Level / Home Dept:	101 / 87549				
EARNINGS					
Description	Rate	Hours	Earnings	YTD Hours	YTD Earnings
Regular	48.1697	40.00	1,926.79	89.00	4,238.93
PTO	98.1700	8.00	385.35	56.00	2,097.50
NON-CASH TAXABLE AMOUNTS					
Group Term Life			2.18		6.54
SUMMARY					
Gross Pay does not include Non-Cash Taxable Amounts	HOURS PAID	GROSS PAY	PRE-TAX DEDUCTIONS (-)	TAXES (-)	AFTER TAX DEDUCTIONS (-)
CURRENT	48.00	3,312.15	106.86	418.02	0.00
YTD	144.00	5,336.43	416.28	1,254.10	0.00
PAID TIME OFF STATEMENT			TAX INFORMATION		
Plan	Current Used	Current Earned	Balance	Tax Type	Marital Status Exemptions
PTO	8.00	7.5896	365.8480	FED ST	Married 0

TAX WITHHOLDING			
Description	Current Amount	YTD Amount	YTD Taxable Wages
Federal Tax	240.09	722.97	6,525.39
Social Security	143.48	430.46	6,942.97
Medicare	33.55	100.67	6,942.97
PRE-TAX DEDUCTIONS			
Description	Current Amount	YTD Amount	
403(b) Savings Plan		138.55	416.58
AFTER TAX DEDUCTIONS			
Description	Current Amount	YTD Amount	
COMPANY CONTRIBUTIONS			
Description	Current Amount	YTD Amount	
Life Ins	3.60	10.80	
LTD Ins	3.24	9.72	
AD&D Ins	0.42	1.26	



Dignity Health

3033 North Third Ave.
Phoenix, AZ 85013

Bank of America NT & SA
555 Capitol Mall Suite, #150
Sacramento, CA 95814-4503
11-35/1210

Date 2/5/2016

18785642

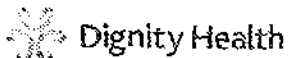
Advice Amount
\$ ***** 1,755.27

GABRIELLE R CIOFFI-KOGOD
28 VIA MIRA MONTE
HENDERSON, NV 89011

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NON-NEGOTIABLE

00834



3033 N 3rd Avenue, Phoenix, AZ 850
Payroll Service Center - 888-842-2362, Fax - 602-798-046
PayrollConnect@DignityHealth.org

DIGNITY HEALTH

Pay Date: 02/12/2016 Pay Period: 01/31/2016 02/13/2016

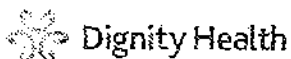
Advice Number:

18838044

Net Pay:

\$465.92

EMPLOYEE INFORMATION				DIRECT DEPOSIT INFORMATION		TAX WITHHOLDING			
Name:	CIOFFI-KOGOD, GABRIELLE R.			Description	Amount	Description	Current Amount	YTD Amount	YTD Taxable Wages
Employee No.:	24186								
Standard Hours Per Pay Period:									
Base Pay Rate:									
Process Level / Home Dept:	101 / 87549								
EARNINGS									
Description	Rate	Hours	Earnings	YTD Hours	YTD Earnings				
Expense Reimbursement			465.92		465.92				
PRE-TAX DEDUCTIONS									
Description	Current Amount	YTD Amount							
AFTER-TAX DEDUCTIONS									
Description	Current Amount	YTD Amount							
COMPANY CONTRIBUTIONS									
Description	Current Amount	YTD Amount							
SUMMARY									
Gross Pay does not include Non-Cash Taxable Amounts	HOURS PAID	GROSS PAY	PRE-TAX DEDUCTIONS (-)	TAXES (-)	AFTER TAX DEDUCTIONS (-)	NET PAY			
CURRENT	6.00	465.92	0.00	0.00	0.00	465.92			
YTD									
PAID TIME OFF STATEMENT				TAX INFORMATION					
Plan	Current Used	Current Earned	Balance	Tax Type	Marital Status	Exemptions	Additional Withholding		
				FED ST	Married	0	0		



3033 North Third Ave.
Phoenix, AZ 85013

Bank of America NT & SA
555 Capitol Mall Suite, #150
Sacramento, CA 95814-4503
11-35/1210

Date 2/12/2016

18838044

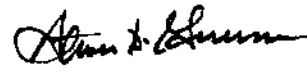
Advice Amount
\$ *****465.92

GABRIELLE R CIOFFI-KOGOD
28 VIA MIRA MONTE
HENDERSON, NV 89011

A

NON-NEGOTIABLE

00835


CLERK OF THE COURT

1 DANIEL MARKS, ESQ.
2 Nevada State Bar No. 002003
3 NICOLE M. YOUNG, ESQ.
4 Nevada State Bar No. 12659
5 610 South Ninth Street
6 Las Vegas, Nevada 89101
7 (702) 386-0536; FAX: (702) 386-6812
8 Attorneys for Defendant

6 DISTRICT COURT
7 CLARK COUNTY, NEVADA

8 GABRIELLE CIOFFI-KOGOD,
9 Plaintiff,

Case No. D-13-489442-D
Dept. No. Q

10 vs.

11 DENNIS KOGOD,

Date of Hearing: 03/21/2016
Time of Hearing: 10:00 AM


12 Defendant.
13

14 **MOTION IN LIMINE TO EXCLUDE UPDATED REAL ESTATE APPRAISALS AND NEWLY**
15 **DISCLOSED RENTAL VALUES SUBMITTED BY PLAINTIFF**

16 COMES NOW the Defendant Dennis Kogod, by and through his counsel, Daniel Marks, Esq., and
17 Nicole M. Young, Esq., of the Law Office of Daniel Marks, and hereby moves to exclude updated real estate
18 appraisals and newly disclosed rental values submitted by Plaintiff. The grounds for Defendant's motion are
19 set forth in the Memorandum of Points and Authorities.

20 DATED this 17 day of February, 2016.

21 LAW OFFICE OF DANIEL MARKS

22 
23 DANIEL MARKS, ESQ.
24 Nevada State Bar No. 002003
25 NICOLE M. YOUNG, ESQ.
26 Nevada State Bar No. 12659
27 610 South Ninth Street
28 Las Vegas, Nevada 89101
Attorneys for Defendant

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////

1 **NOTICE OF MOTION**

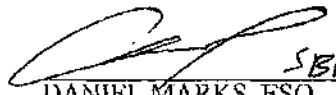
2 TO: GABRIELLE CIOFFI-KOGOD, Plaintiff, and

3 TO: RADFORD J. SMITH, ESQ., Attorney for Plaintiff;

4 PLEASE TAKE NOTICE that the undersigned counsel will bring the above and foregoing Motion
5 on for hearing before the Discovery Commissioner on the 21st day of March, 2016,
6 at the hour of 10:00 o'clock a.m.

7 DATED this 17 day of February, 2016.

8 LAW OFFICE OF DANIEL MARKS

9 
10 DANIEL MARKS, ESQ.
11 Nevada State Bar No. 002003
12 NICOLE M. YOUNG, ESQ.
13 Nevada State Bar No. 12659
14 610 South Ninth Street
Las Vegas, Nevada 89101
Attorneys for Defendant

14 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 **I. FACTUAL BACKGROUND**

16 The expert disclosure deadline in this matter was on November 17, 2015. Plaintiff properly
17 submitted three appraisals of properties located at 434 S. Canon Drive #405, Beverly Hills, CA 90212; 9716
18 Oak Pass Road, L.A./Beverly Hills, CA 90210; and 321 S. San Vicente Blvd. #707, Los Angeles, CA 90048.
19 On February 9, 2016, just weeks before trial, Plaintiff "supplemented" these appraisals significantly
20 increasing the valuation by hundreds of thousands of dollars and including, for the first time, a "rent
21 schedule" of reasonable rental value. This adds a new element of damages which was never before
22 previously disclosed.

23 **II. LEGAL ARGUMENT**

24 **A. THE UPDATED APPRAISALS SHOULD BE EXCLUDED IN THEIR ENTIRETY**

25 As the expert disclosure deadline passed over three months ago, Plaintiff's amendment to the
26 appraisals was untimely. This places Defendant at a severe disadvantage as Defendant was never able to
27 conduct depositions regarding these amendments which increased the valuation by hundreds of thousands
28 of dollars. Plaintiff should not be able to come forward at the eve of trial changing valuations by hundreds

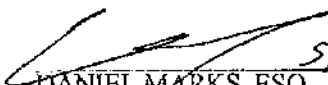
1 of thousands of dollars months after the expert disclosure deadline.

2 **B. THE "RENT SCHEDULE" SHOULD BE EXCLUDED**

3 In addition to increasing the value of the properties, Plaintiff's expert also now for the first time
4 included a "rent schedule" to the reports. This was simply not included in the previous reports. Again, this
5 calculation came months after the close of the expert disclosure deadline, after the close of discovery, and
6 after the time for depositions. Plaintiff sprung this new element or calculation of damages on Defendant at
7 the last minute. This is totally improper and hamstring's Defendant's ability to litigate this matter. If
8 Plaintiff wanted to make this argument regarding damages then Plaintiff should have properly disclosed it,
9 and not sprung it upon Defendant on the eve of trial. Pursuant to NRCP 16.2(a)(4)(A), an expert report
10 "shall contain a complete statement of all opinions to be expressed and the basis and reasons therefor, the
11 data or other information considered by the witness informing the opinions, and any exhibits to be used as
12 a summary of or support for the opinions and qualifications of the witnesses." An argument relating to rental
13 values was not included in the expert report and was not disclosed by the expert report deadline. As such,
14 any argument regarding rental value should be stricken and this portion of the appraisals should be excluded.

15 DATED this 19 day of February, 2016.

16 LAW OFFICE OF DANIEL MARKS

17 
18 DANIEL MARKS, ESQ. *SBN 11197*
19 Nevada State Bar No. 002003
20 NICOLE M. YOUNG, ESQ.
21 Nevada State Bar No. 12659
22 610 South Ninth Street
23 Las Vegas, Nevada 89101
24 Attorneys for Defendant
25
26
27
28

1 CERTIFICATE OF SERVICE

2 I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 19th day
3 of February, 2016, pursuant to NRCF 5(b) and Administrative Order 14-2, I electronically transmitted a true
4 and correct copy of the above and foregoing MOTION IN LIMINE TO EXCLUDE UPDATED REAL
5 ESTATE APPRAISALS AND NEWLY DISCLOSED RENTAL VALUES SUBMITTED BY
6 PLAINTIFF by way of Notice of Electronic Filing provided by the court mandated E-file as follows:

7 Radford J. Smith, Esq.
8 Radford J. Smith, Chartered
9 2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorney for Plaintiff

10 
11 An employee of the
LAW OFFICE OF DANIEL MARKS

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

GABRIELLE CIOFFI-KOGOD,
Plaintiff

-vs-

DENNIS KOGOD,
Defendant

CASE NO. D-13-489442-D

DEPT. Q

FAMILY COURT MOTION/OPPOSITION
FEE INFORMATION SHEET (NRS19.0312)


Party Filing Motion/Opposition: ☐ Plaintiff/Petitioner ☒ Defendant/Respondent

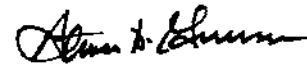
**MOTION IN LIMINE TO EXCLUDE UPDATED REAL ESTATE APPRAISALS AND
NEWLY DISCLOSED RENTAL VALUES SUBMITTED BY PLAINTIFF**

Notice	Excluded Motions/Opposition
Motions and Oppositions to Motions filed after entry of final Decree or Judgment (pursuant to NRS 125, 125B & 125C) are subject to the Re-open Filing Fee of \$25.00, unless specifically excluded. (See NRS 19.0312)	<input checked="" type="checkbox"/> Motions filed before final Divorce/Custody Decree entered (Divorce/Custody Decree NOT final)
	<input type="checkbox"/> Child Support Modification ONLY
	<input type="checkbox"/> Motion/Opposition For Reconsideration (Within 10 day of Decree) Date of Last Order:
	<input type="checkbox"/> Request for New Trial (Within 10 days of Decree) Date of Last Order:
	<input type="checkbox"/> Other Excluded Motion (Must be prepared to defend exclusion to Judge)
NOTE: If no boxes are checked, filing fee MUST be paid.	
<input type="checkbox"/> Motion/Opp IS subject to \$25.00 filing fee <input checked="" type="checkbox"/> Motion/Opp IS NOT subject to filing fee	

Date: February 11, 2016

Christopher Marchand
Printed Name of Preparer


Signature of Preparer



CLERK OF THE COURT

1 DANIEL MARKS, ESQ.
2 Nevada State Bar No. 002003
3 NICOLE M. YOUNG, ESQ.
4 Nevada State Bar No. 12659
5 610 South Ninth Street
6 Las Vegas, Nevada 89101
7 (702) 386-0536; FAX: (702) 386-6812
8 Attorneys for Defendant

9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11 GABRIELLE CIOFFI-KOGOD

Case No. D-13-489442-D
Dept. No. Q

12 Plaintiff,

13 vs.

14 DENNIS KOGOD,

Date of Hearing:
Time of Hearing:

15 Defendant.

16 ERRATA TO PRE-TRIAL MEMORANDUM

17 COMES NOW the Defendant Dennis Kogod, by and through his counsel, Daniel Marks, Esq., and
18 Nicole M. Young, Esq., of the Law Office of Daniel Marks, and hereby submits his Errata to Pre-Trial
19 Memorandum, as follows:

20 On page 1, line 20, the parties date of marriage is July 20, 1991, not July 20, 1993.

21 DATED this 22 day of February, 2016.

22 LAW OFFICE OF DANIEL MARKS


23 DANIEL MARKS, ESQ.
24 Nevada State Bar No. 002003
25 NICOLE M. YOUNG, ESQ.
26 Nevada State Bar No. 12659
27 610 South Ninth Street
28 Las Vegas, Nevada 89101
Attorney for Defendant

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the LAW OFFICE OF DANIEL MARKS, and that on the
22nd day of February, 2016, I did serve by way of Electronic Filing the above and foregoing **ERRATA**
TO PRE-TRIAL MEMORANDUM, addressed as follows:

Radford J. Smith, Esq.
Garima Varshney, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorney for Defendant


An employee of the
LAW OFFICE OF DANIEL MARKS

FILED

FEB 22 2016

Ch. 1.11
CLERK OF COURT

1 DCRR
2 RADFORD J. SMITH, ESQ.
3 Nevada Bar No. 002791
4 GARIMA VARSHNEY, ESQ.
5 Nevada Bar No. 011878
6 2470 St. Rose Parkway, Ste. 206
7 Henderson, Nevada 89074
8 Telephone: (702) 990-6448
9 Facsimile: (702) 990-6456
10 rsmith@radfordsmith.com
11 *Attorneys for Plaintiff*

DISTRICT COURT
CLARK COUNTY, NEVADA

10 GABRIELLE CIOFFI-KOGOD,

11 Plaintiff,

12 v.

14 DENNIS KOGOD

15 Defendant.

CASE NO.: D-13-489442-D

DEPT NO.: DISCOVERY
COMMISSIONER

FAMILY DIVISION

17 DISCOVERY COMMISSIONER'S SUPPLEMENTAL REPORT AND RECOMMENDATIONS

18 DATE OF HEARING: January 15, 2016

19 TIME OF HEARING: 1:30 p.m.

20 This matter, having coming on for hearing for Defendant, DENNIS KOGOD's ("Dennis") Motion
21 To Compel Discovery And For Attorney's Fees And Costs; and Plaintiff, GABRIELLE CIOFFI-KOGOD
22 ("Gabrielle") Opposition and Countermotion for Protective Order on the 15th day of January, 2016;
23 Gabrielle, not being present but being represented by Radford J. Smith, Esq. of Radford J. Smith, Chartered,
24 and Dennis, not being present, but being represented by Daniel Marks, Esq. and Nicole M. Young, Esq. of
25 Law Office of Daniel Marks, also present in Court is Joseph Leauanae of Anthem Forensics, the Discovery
26 Commissioner, having reviewed the pleadings and papers on file in this matter, and being fully advised in
27 the premises, and good cause appearing therefore, makes the following findings and recommendations:
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RECOMMENDATIONS

1. In Dennis' Reply in Support of Defendant's Motion to Compel Discovery and for Attorney's Fees and Costs, and Opposition to Plaintiff's Countermotion for Protective Order ("Reply") filed on January 13, 2016, Dennis indicates that he is no longer seeking the Excel Spreadsheets therefore the issue of Gabrielle's request for a protective order is moot. See Reply, page 3, lines 2-3

2. Dennis indicates that he is seeking an order directing Gabrielle's experts, Anthem Forensics to redline or bold the changes made between their original report and their supplement report. See Reply, page 2, lines 26-27. Per the Stipulation and Order filed on December 15, 2015, the Court finds that Gabrielle's experts, Anthem Forensics issued an original expert report on November 17, 2015 and the parties stipulated that Gabrielle's supplemental expert report shall be produced on or before December 14, 2015. Dennis' expert witness, Mr. Richard Teichner was present at Dennis' second deposition. On December 14, by stipulation, Gabrielle's experts received a one day extension to produce the supplemental report by December 15, 2015. Anthem Forensics' supplemental expert report was produced on December 15, 2015. The Court therefore finds that Dennis' expert, Mr. Teichner has received sufficient time to review the supplemental report and compare the spreadsheets in the original report and the supplemental report and to read those changes that were set forth in the supplemental report to determine what changes were made.

3. By stipulation, Mr. Marks' request for an extension of time for Mr. Teichner's rebuttal report is granted. Mr. Teichner's rebuttal expert report shall be produced by January 26, 2016.

...

...

...

...

4. Both parties' request for attorney's fees and costs is deferred to Trial.

Dated this 22nd day of February, 2016.


DISCOVERY COMMISSIONER

Submitted by:

RADFORD J. SMITH, CHARTERED

Garima Varshney
RADFORD J. SMITH, ESQ.
Nevada State Bar No. 002791
GARIMA VARSHNEY, ESQ.
Nevada State Bar No. 011878
2470 St. Rose Parkway, Ste. 206
Henderson, Nevada 89074
(702) 990-6448
Attorneys for Plaintiff

Approved as to Form and Content

LAW OFFICE OF DANIEL MARKS

DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
NICOLE M. YOUNG, ESQ.
Nevada State Bar No. 12659
610 South Ninth Street
Las Vegas, Nevada 89101
(702) 386-0536
Attorneys for Defendant

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NOTICE

You are hereby notified that you have five (5) days from the date you receive this document within which to file any written objections.

Pursuant to N.R.C.P. 16.1(d)(2)(1):

An objection must be filed and served no more than five (5) days after receipt of the Commissioner's Report. The Commissioner's Report is deemed received when signed and dated by a party, his attorney or his attorney's employee, or three (3) days after mailing to a party or his attorney, or three (3) days after the Clerk of the Court deposits a copy of the report in a folder of a party's lawyer in the Clerk's Office.

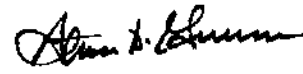
A copy of the foregoing Discovery Commissioner's Report was:

_____ Mailed to Plaintiff/Defendant at the following address on the _____ day of _____, 2016.

VP Placed in the folder of the Plaintiff/Defendant's counsel in the Clerk's office on the 22ND day of FEBRUARY, 2016.

_____ Hand-delivered to the Plaintiff/Defendant at the following address on the _____ day of _____, 2016.


DEPUTY CLERK VICTORIA POTT


CLERK OF THE COURT

1 **MOT**

2 RADFORD J. SMITH, CHARTERED

3 RADFORD J. SMITH, ESQ.

4 Nevada Bar No. 002791

5 GARIMA VARSHNEY, ESQ.

6 Nevada Bar No. 011878

7 2470 St. Rose Parkway, Suite 206

8 Henderson, NV 89074

9 Telephone: (702) 990-6448

10 Facsimile: (702) 990-6456

11 rsmith@radfordsmith.com

12 Attorneys Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

13 GABRIELLE CIOFFI - KOGOD,

14 Plaintiff,

15 v.

16 DENNIS KOGOD,

17 Defendant.

CASE NO.: D-13-489442-D

DEPT NO.: Q

FAMILY DIVISION

18 **NOTICE: PURSUANT TO EDCR 5.25(b) YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS**
19 **MOTION WITH THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF**
20 **YOUR RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A**
21 **WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN TEN (10) DAYS OF YOUR RECEIPT OF**
22 **THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT**
23 **HEARING PRIOR TO THE SCHEDULED HEARING DATE.**

24 **MOTION IN LIMINE TO EXCLUDE DEFENDANT'S WITNESS DISCLOSED AFTER**
25 **DEADLINE TO DISCLOSE WITNESSES AND REQUEST FOR ATTORNEY'S FEES AND**
26 **SANCTIONS**

27 **DATE OF HEARING: March 22, 2016**

28 **TIME OF HEARING: 9:00 AM**

COMES NOW, Plaintiff, GABRIELLE CIOFFI - KOGOD ("Gabrielle"), by and through her
attorneys of record, Radford J. Smith, Esq. and Garima Varshney, Esq., of the Radford J. Smith, Chartered,
and hereby files her Motion, and requests that the court find and order as follows:

1. Excluding the witness, Mr. Chet Mehta listed by Defendant, DENNIS KOGOD ("Dennis")
after the deadline for the disclosure of witnesses in the case;

1 2. Awarding Gabrielle Attorney's Fees and sanctions pursuant to NRCP 37(d) and NRCP
2 16.2(f) for having to file this Motion; and

3 3. For such other and further relief as to the Court may seem proper.

4 These motions are made and based upon the points and authorities attached hereto, all pleadings
5 and papers on file in this action, and any oral argument or evidence adduced at the time of the hearing of
6 this matter.

7
8 DATED this nd22 day of February, 2016

9 RADFORD J. SMITH, CHARTERED

10
11 *Garima Varshney*
12 RADFORD J. SMITH, ESQ.

13 Nevada Bar No. 002791

14 GARIMA VARSHNEY, ESQ.

15 Nevada Bar No. 011878

16 2470 St. Rose Parkway, Suite 206

17 Henderson, Nevada 89074

18 (702) 990-6448

19 Attorneys for Plaintiff
20
21
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1 NOTICE OF MOTION

2 TO: DENNIS KOGOD, Defendant

3 TO: DANIEL MARKS, ESQ., Attorney for Defendant

4 PLEASE TAKE NOTICE that the undersigned will bring the foregoing Motions on for bearing
5 22nd March
6 before the above-entitled Court on the ___ day of ___, 2016, at the hour of 9:00 AM or as soon
7 thereafter as counsel may be heard.

8 DATED this 22nd day of February, 2016

9 RADFORD J. SMITH, CHARTERED

10 Garima Varshney
11 RADFORD J. SMITH, ESQ.

12 Nevada Bar No. 002791

13 GARIMA VARSHNEY, ESQ.

14 Nevada State Bar No. 011878

2470 St. Rose Parkway, Suite 206

Henderson, NV 89074

15
16 I.

17 DEFENDANT SHOULD BE PRECLUDED FROM BRINGING IN MR. CHET MEHTA TO
18 TESTIFY AT TRIAL

19 The Trial in this matter is scheduled for one full day and two half days starting on February 23,
20 2016 at 1:30 p.m. By an Order entered on December 1, 2015, the deadline for the parties to disclose
21 witnesses was set at two weeks before Trial, or by February 9, 2016. See Order filed on December 1,
22 2015. On February 12, 2016, after that deadline, Dennis disclosed Mr. Chet Mehta, Group VP, Finance
23 of DaVita Healthcare Partners, Inc. See Dennis' disclosure of Witness attached hereto as Exhibit "1."
24 Due to Dennis' untimely disclosure of Mr. Mehta, Mr. Mehta should not be permitted to testify at Trial.
25
26 ...
27 ...
28 ...

II.

GABRIELLE'S REQUEST FOR FEES AND SANCTIONS

NRCP 16.2, states in relevant part,

(f) Failure or Refusal to Participate in Pretrial Discovery; Sanctions. If a party or an attorney fails to comply with any provision of this rule, or if an attorney or a party fails to comply with an order entered pursuant to this rule, the court, upon motion or upon its own initiative, may impose upon a party or a party's attorney, or both, appropriate sanctions in regard to the failure(s) as are just, unless the party establishes good cause for the failure.

NRCP 37 states in relevant part,

(c) Failure to Disclose; False or Misleading Disclosure; Refusal to Admit.

(1) A party that without substantial justification fails to disclose information required by Rule 16.1, 16.2, or 26(e)(1), or to amend a prior response to discovery as required by Rule 26(e)(2), is not, unless such failure is harmless, permitted to use as evidence at a trial, at a hearing, or on a motion any witness or information not so disclosed. In addition to or in lieu of this sanction, the court, on motion and after affording an opportunity to be heard, may impose other appropriate sanctions. In addition to requiring payment of reasonable expenses, including attorney's fees, caused by the failure, these sanctions may include any of the actions authorized under Rule 37(b)(2)(A), (B), and (C) and may include informing the jury of the failure to make the disclosure.

Dennis's failure to timely, or at all, identify witnesses is prejudicial to Gabrielle because she will not have as much time as Dennis to consider, review or prepare rebuttal of the intended evidence at trial. It precludes Gabrielle from fully preparing for trial, while Dennis has no such handicap. Gabrielle seeks an order shortening time on the hearing of this matter, as it must be heard on or before the trial date of February 23, 2016

EDCR 2.69(c) authorizes the court to act to deter, punish and "level the playing field" as follows:

(c) Failure of trial counsel to attend calendar call and/or failure to submit required materials shall result in any of the following which are to be ordered within the discretion of the court:

- (1) Dismissal of the action.
- (2) Default judgment.
- (3) Monetary sanctions.

- 1 (4) Vacation of trial date.
2 (5) Any other appropriate remedy or sanction.

3 Here, the court would prejudice both parties by dismissing the action or vacating the trial date.
4 Gabrielle requests that the Court enter monetary sanctions against Dennis. Furthermore, the Court may
5 enter a default judgment or "any other appropriate remedy or sanction." Gabrielle submits that an
6 appropriate remedy or sanction is to preclude Dennis from presenting witnesses that he has failed to
7 disclose pursuant to our rules.
8

9 Furthermore, Gabrielle is forced to incur attorney fees to file this Motion as a direct result of
10 Dennis's failure to comply with the rules. Gabrielle should be awarded attorney fees to compensate her
11 for the fees incurred as in filing this Motion.
12

13 **III.**

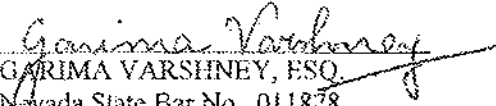
14 **CONCLUSION**

15 Based upon the foregoing the court should enter its order as follows:

- 16 1. Excluding the witness, Mr. Chet Mehta listed by Defendant, DENNIS KOGOD ("Dennis")
17 after the deadline for the disclosure of witnesses in the case;
18
19 2. Awarding Gabrielle Attorney's Fees pursuant to NRCP 37(d) and NRCP 16.2(f) for
20 having to file this Motion; and
21
22 3. For such other and further relief as to the Court may seem proper.

23 DATED this nd22 day of February, 2016.

24 RADFORD J. SMITH, CHARTERED

25 
26 GARIMA VARSHNEY, ESQ.
27 Nevada State Bar No. 011878
28 2470 St. Rose Parkway, Suite 206
Henderson, NV 89074
Attorneys for Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm"). I am over the age of 18 and not a party to the within action. I am "readily familiar" with firm's practice of collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.

I served the foregoing document described as

MOTION IN LIMINE TO EXCLUDE DEFENDANT'S WITNESS DISCLOSED AFTER
DEADLINE TO DISCLOSE WITNESSES AND REQUEST FOR ATTORNEY'S FEES

on this 10 day of February, 2016, to all interested parties as follows:

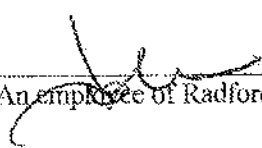
☒ BY MAIL: Pursuant To NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope addressed as follows;

☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via telecopier to the facsimile number shown below;

☒ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail to the electronic mail address shown below;

☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed envelope, return receipt requested, addressed as follows:

Daniel Marks, Esq.
610 S. Ninth Street
Las Vegas, Nevada 89101
Attorney for Defendant/Counterclaimant


An employee of Radford J. Smith, Chartered

AFFIDAVIT OF GARIMA VARSHNEY, ESQ.

COUNTY OF CLARK)
) ss:
STATE OF NEVADA)

Garima Varshney, Esq., having been duly sworn, deposes and says:

1. I am an attorney for the Plaintiff, Gabrielle Cioffi-Kogod, in the above-entitled matter.

2. I make this Affidavit based upon facts within my own knowledge, save and except as to matters alleged upon information and belief and, as to those matters, I believe them to be true.

3. I have reviewed the foregoing Motion and can testify that the facts contained therein are true and correct and to the best of my knowledge. I hereby affirm and restate them as if set forth fully herein.

FURTHER AFFIANT SAYETH NAUGHT.

Garima Varshney
GARIMA VARSHNEY, ESQ.

Subscribed and sworn before me
this 22 day of February, 2016

Jolene M. Hoeft
NOTARY PUBLIC in and for
said County and State

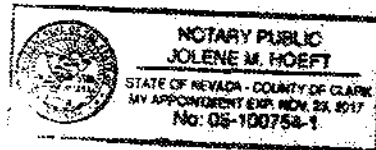


EXHIBIT "1"

1 DANIEL MARKS, ESQ.
2 Nevada State Bar No. 002003
3 NICOLE M. YOUNG, ESQ.
4 Nevada State Bar No. 12659
5 610 South Ninth Street
6 Las Vegas, Nevada 89101
7 (702) 386-0536; FAX: (702) 386-6812
8 Attorneys for Defendant

9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11 GABRIELLE CIOFFI-KOGOD
12 Plaintiff,

Case No. D-13-489442-D
Dept. No. Q

13 vs.

14 DENNIS KOGOD,
15 Defendant.

16 DEFENDANT'S FOURTEENTH SUPPLEMENTAL DISCLOSURE OF
17 DOCUMENTS AND LIST OF WITNESSES PURSUANT TO NRCP 16.2

18 COMES NOW the Defendant Dennis Kogod, by and through his counsel, Daniel Marks, Esq.,
19 and Nicole M. Young, Esq., of the Law Office of Daniel Marks, and hereby submits his Thirteenth
20 Supplemental Disclosure of Documents Pursuant to NRCP 16.2, as follows:

21 Production of Documents

- 22 1. UBS Loan account ending 027 January 2016 Statement, attached hereto at Bate Stamps
23 DLK016641 - DLK016646.
- 24 2. UBS Strategic Adviser account ending 743 January 2016 Statement, attached hereto at
25 Bate Stamps DLK016655 - DLK016664.
- 26 3. UBS Resource Management account ending 745 January 2016 Statement, attached hereto
27 at Bate Stamps DLK016684 - DLK016695.
- 28 4. UBS Retirement account ending 746 January 2016 Statement, attached hereto at Bate
Stamps DLK016647 - DLK016654.
5. UBS Private Wealth Solutions account ending 134 January 2016 Statement, attached
hereto at Bate Stamps DLK016665 - DLK016683.

6. UBS Resource Management account ending 899 January 2016 Statement, attached hereto at Bate Stamps DLK016696 - DLK0166703.
7. American Express Centurion account ending 3005 statements from 12/17/15 through 01/15/16, attached hereto at Bate Stamps DLK016710 - DLK016721.
8. American Express Optima account ending 2003 statements from 12/19/15 through 01/18/16, attached hereto at Bate Stamps DLK016727 - DLK016731.
9. American Express Platinum account ending 9008 statements from 12/26/15 through 01/25/16, attached hereto at Bate Stamps DLK016722 - DLK016726.
10. Master Card Black Card account ending 1588 statements from January of 2016, attached hereto at Bate Stamps DLK016704 - DLK016709.
11. Wells Fargo Visa account ending 1032 statements from 12/16/15 through 01/15/16, attached hereto at Bate Stamps DLK016732 - DLK016738.
12. Wells Fargo Checking account ending 8870 statements from 01/09/16 through 02/05/16, attached hereto at Bate Stamps DLK016739 - DLK016741.
13. Wells Fargo Checking account ending 5397 statements from 01/01/16 through 01/31/16, attached hereto at Bate Stamps DLK016742 - DLK016751.
14. DaVita Gambro Healthcare Executive Retirement Plan Benefit Statement from January of 2015, attached hereto at Bate Stamps DLK016752 - DLK016754.
15. Voya DaVita Retirement Savings Plan statement from 10/01/15 through 12/31/15, attached hereto at Bate Stamps DLK016755 - DLK016757.
16. Kogod Equity Analysis of Dennis' outstanding long-term incentives (Equity Based and Cash-Based) and Explanation, attached hereto at Bate Stamps DLK016758 - DLK016760.
17. 2011 e-file Signature Authorization, attached hereto at Bate Stamps DLK016761 - DLK016762.
18. 2012 e-file Signature Authorization, attached hereto at Bate Stamps DLK016763 - DLK016767.
19. 2013 e-file Signature Authorization, attached hereto at Bate Stamps DLK016768 -

DLK016776.

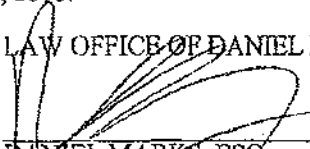
20. 2014 e-file Signature Authorization, attached hereto at Bate Stamps DLK016777 -
DLK016781.

List of Witnesses

1. Chet Mehta, Group VP, Finance, c/o DaVita Healthcare Partners Inc., 19229 SW Edy.
Rd., Sherwood, Oregon 97140, Telephone: (503) 822-5591. Mr. Mehta is expected to
testify regarding Defendant's stock options and the long-term incentive program.

DATED this 12 day of February, 2016.

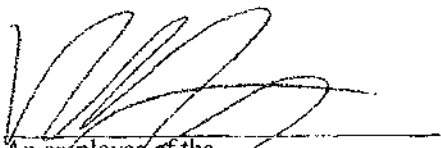
LAW OFFICE OF DANIEL MARKS


DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
NICOLE M. YOUNG
Nevada Bar No. 12659
610 South Ninth Street
Las Vegas, Nevada 89101
Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the LAW OFFICES OF DANIEL MARKS, and that on
the 12 day of February, 2016, I did deposit in the United States Post Office, at Las Vegas, Nevada,
in a sealed envelope with first class postage fully prepaid thereon, a true and correct copy of the
foregoing **DEFENDANT'S FOURTEENTH SUPPLEMENTAL DISCLOSURE OF**
DOCUMENTS PURSUANT TO NRCP 16.2, addressed as follows:

Radford J. Smith, Esq.
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorney for Plaintiff


An employee of the
LAW OFFICE OF DANIEL MARKS

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Gabriella Cole - KOGROD
Plaintiff/Petitioner

Dennis KOGROD
Defendant/Respondent

Case No. D1348942D

Dept. Q

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

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

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

☐ **\$25** The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.

-OR-

☒ **\$0** The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:

☒ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.

☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.

☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.

☐ Other Excluded Motion (must specify) _____.

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

☒ **\$0** The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:

☒ The Motion/Opposition is being filed in a case that was not initiated by joint petition.

☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.

-OR-

☐ **\$129** The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.

-OR-

☐ **\$57** The Motion/Opposition being filing with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

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

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

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

Party filing Motion/Opposition:

Plaintiff

Date 7/22/16

Signature of Party or Preparer

[Signature]


CLERK OF THE COURT

OSC
RADFORD J. SMITH, CHARTERED
RADFORD J. SMITH, ESQ.
Nevada Bar No. 002791
GARIMA VARSHNEY, ESQ.
Nevada Bar No. 011878
2470 St. Rose Parkway, Suite 206
Henderson, NV 89074
Telephone: (702) 990-6448
Facsimile: (702) 990-6456
rsmith@radfordsmith.com
Attorneys Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

GABRIELLE CIOFFI - KOGOD,

Plaintiff,

v.

DENNIS KOGOD,

Defendant.

CASE NO.: D-13-489442-D
DEPT NO.: Q

FAMILY DIVISION

ORDER TO SHOW CAUSE

Pursuant to the Plaintiff's Motion For The Issuance Of An Order To Show Cause Why Defendant Should Not Be Held In Contempt For His Multiple Violations Of The Joint Preliminary Injunction; Plaintiff's Motion For An Order Limiting The Access And Payments From Community Accounts; Plaintiff's Motion For Sanctions, Attorney's Fees And Costs ("Motion"), Plaintiff, GABRIELLE CIOFFI - KOGOD, by and through her attorneys, RADFORD J. SMITH, ESQ. and GARIMA VARSHNEY, ESQ., of the law firm of RADFORD J. SMITH, CHARTERED, and good cause appearing therefore,

RECEIVED

FEB 19 2016

**FAMILY COURT
DEPARTMENT Q**

1 IT IS HEREBY ORDERED that the Defendant, DENNIS KOGOD, shall appear on February
2 23, 2016, at the hour of 1:30 p.m. to show cause, if any he has, for the following -

3 1. Why he should not be held in contempt for his numerous violations of the Joint
4 Preliminary Injunction (JPI) filed May 15, 2014;

5 2. Why he should not be held in contempt for violation of the Stipulation and Order filed
6 on August 10, 2015;

7 3. For a judgment for sanctions under EDCR 7.60 against Dennis in favor of Gabrielle, to
8 be satisfied by a transfer of a portion of his community funds to Gabrielle, for his violation of court
9 rules, and disobedience with the Court's Joint Preliminary Injunction;

10 4. For an award of attorney's fees and costs pursuant to EDCR 7.60 to Gabrielle for having
11 to file her motion.

12 Dated this ___ day of February, 2016.

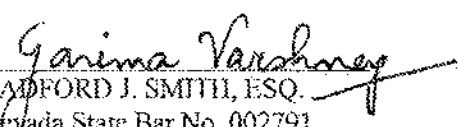
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DISTRICT COURT JUDGE LB

Submitted by:

RADFORD J. SMITH, CHARTERED


RADFORD J. SMITH, ESQ.

Nevada State Bar No. 002791

GARIMA VARSINEY, ESQ.

Nevada State Bar No. 0011878

2470 St. Rose Parkway, Suite 206

Henderson, Nevada 89074

Attorney for Plaintiff

1 LAW OFFICE OF DANIEL MARKS
2 DANIEL MARKS, ESQ.
3 Nevada State Bar No. 002003
4 NICOLE M. YOUNG, ESQ.
5 Nevada State Bar No. 12659
6 610 South Ninth Street
7 Las Vegas, Nevada 89101
8 (702) 386-0536; FAX (702) 386-6812
9 Attorneys for Appellant

10
11 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

12 DENNIS KOGOD,

Case No. 71147

13 Appellant,

14 vs.

15 GABRIELLE CIOFFI-KOGOD,

16 Respondent.
17
18

19 **APPEAL FROM THE EIGHTH JUDICIAL DISTRICT COURT**
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APPELLANT'S APPENDIX
Volume 5

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Plaintiff's Exhibit 88- Letter from Mr. Jimmerson to Mr. Smith re: Dennis' intent to sell stock Options dated June 12, 2015	19	3726
Plaintiff's Exhibit 89- Letter from Mr. Smith to Mr. Marks re: Sale of Dennis' Stock Options Dated August 14, 2015	19	3727-3729
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1 TRANS

FILED

APR 28 2016

Ap. Robinson
CLERK OF COURT

2 ORIGINAL

3 EIGHTH JUDICIAL DISTRICT COURT

4 FAMILY DIVISION

5 CLARK COUNTY, NEVADA

6 GABRIELLE CIOFFI-KOGOD,)

7 Plaintiff,)

CASE NO. D-13-489442-D

8 vs.)

DEPT. Q

9 DENNIS L. KOGOD,)

(SEALED)

10 Defendant.)

11
12
13 BEFORE THE HONORABLE BRYCE C. DUCKWORTH
14 DISTRICT COURT JUDGE

15 TRANSCRIPT RE: NON-JURY TRIAL

16 TUESDAY, FEBRUARY 23, 2016

17 APPEARANCES:

18 The Plaintiff:
19 For the Plaintiff:

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RADFORD SMITH, ESQ.
GARIMA VARSHNEY, ESQ.
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20
21 The Defendant:
22 For the Defendant:

DENNIS L. KOGOD
DANIEL MARKS, ESQ.
NICOLE YOUNG, ESQ.
610 South Ninth Street
Las Vegas, Nevada 89101
(702) 386-6812

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

DIRECT CROSS REDIRECT RECROSS

TUESDAY, FEBRUARY 23, 2016

PLAINTIFF'S WITNESSES:

Dennis Kogod	59	--	--	--
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I N D E X O F E X H I B I T S

ADMITTED

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* * * * *

1 LAS VEGAS, NEVADA

TUESDAY, FEBRUARY 23, 2016

2 PROCEEDINGS

3 (THE PROCEEDINGS BEGAN AT 13:25:01)

4
5 THE COURT: We are on the record in the Cioffi Kogod
6 matter, Case D-13-489442-D. Please confirm your appearances.

7 MR. SMITH: Radford Smith, 2791, on behalf of the
8 Plaintiff Gabrielle Cioffi-Kogod who is to my right, Your
9 Honor.

10 THE COURT: Good afternoon.

11 MS. CIOFFI-KOGOD: Good afternoon.

12 MR. MARKS: Your Honor, Daniel Marks and Nicole
13 Young. We're representing Defendant Dennis Kogod and my bar
14 number is 002003.

15 MS. YOUNG: And my bar number is 12659.

16 THE COURT: Good afternoon.

17 MR. MARKS: Good afternoon.

18 MS. YOUNG: Good afternoon.

19 THE COURT: This is the time set for trial of the
20 unresolved issues raised by way of the pleadings on file in
21 this matter. Have -- have any issues been resolved?

22 MR. SMITH: In part, yes, in the sense that -- and I
23 think we outlined this in our pretrial memorandum, that there
24 are only certain differences in the --

1 THE COURT: Certain values, right.

2 MR. SMITH: -- community property distribution.

3 Those that there aren't a difference I think we can agree that

4 are going to be the values for subject for division.

5 THE COURT: Okay.

6 MR. SMITH: There have been, you know, considerable

7 stipulations if you look at it that way.

8 THE COURT: Okay. Any stipulations regarding

9 exhibits, the admission of any exhibits?

10 MR. SMITH: Not at this point, but, Your Honor, it

11 probably behooves us maybe after today's session to go through

12 and see if we can eliminate.

13 THE COURT: Okay.

14 MR. SMITH: We have five volumes worth of exhibits.

15 I am certain that they contain some of the exhibits that

16 Defendant has identified.

17 MR. MARKS: Your Honor, they're a lot of the same

18 exhibits, but I did receive their exhibits mid-morning, so

19 we're going to have to --

20 THE COURT: Spend some -- and that's fair. And I'd

21 rather not duplicate exhibits, because -- and just kind of

22 outlining how I intend to proceed in this and ultimately once

23 testimony concludes I will want the chance to review the

24 exhibits. It's going to take some time and -- and obviously

1 it's something that I would take under advisement and issue a
2 written decision.

3 That being said because I do go through all the
4 exhibits, it'll be very helpful for me not to duplicate the
5 same exhibits --

6 MR. SMITH: Right.

7 THE COURT: -- because I'll be going through each
8 one. And -- and that saves me some time and trouble if I
9 don't have to go through the same documents.

10 MR. MARKS: One of the issues that was raised by
11 their exhibits, I assume pleadings normally wouldn't come in
12 as exhibits. You can take judicial notice, they're in the
13 court file. They have numerous pleadings as exhibits.

14 MR. SMITH: But you -- you can, but it's -- it's
15 awkward. You know, you -- you --

16 THE COURT: Yeah.

17 MR. SMITH: Nobody can look at them together unless
18 you have them in a book. We don't expect them not to be
19 admitted. They're just --

20 THE COURT: Right.

21 MR. SMITH: -- you know --

22 THE COURT: And I don't have -- I don't have a
23 problem fundamentally with them being marked as exhibits.
24 You're right. I could --

1 MR. SMITH: Okay.

2 THE COURT: -- take judicial notice, but I -- I

3 don't -- I don't preclude someone from -- from marking

4 pleadings that are on file. Also from a timing perspective --

5 go ahead and come on in. I think we have people --

6 MR. MARKS: Your Honor, and if -- if they point to

7 one pleading that doesn't get greater weight than a pleading

8 that's in the file, they're all treated -- you have to decide

9 the weight just because they --

10 THE COURT: Understood.

11 MR. MARKS: -- mark a pleading.

12 THE COURT: I understood. Understood.

13 MR. MARKS: Because it tends to then oh, this is a

14 more important pleading.

15 THE COURT: Right.

16 MR. MARKS: So it may be used as convenience of a

17 witness so they can call their attention to the pleading --

18 THE COURT: Right.

19 MR. MARKS: -- but it doesn't get greater weight.

20 THE COURT: It does -- it doesn't, but it -- it may

21 be -- it may create some ease of reference.

22 MR. SMITH: The -- the way that we address the

23 pleadings Your Honor because there were certain

24 representations made in the pleadings, those are the pleadings

1 that we've -- we've submitted.

2 THE COURT: Right.

3 MR. SMITH: So they'll have a purpose.

4 THE COURT: Okay. This is how we'll proceed and I
5 know both Counsel last week at our hearing had indicated a
6 belief that additional time was necessary in this matter. I
7 intend to finish this week just so you're aware. I did make
8 some -- I did maneuver some calendaring items including issues
9 in this courtroom that typically take places on Thursdays. So
10 I have opened up my entire Thursday to this case. So we will
11 proceed to -- this afternoon, tomorrow afternoon and all day
12 Thursday and all day Friday and that will be the end. That
13 provides each party with nine hours of court time.

14 So you'll each have an equal amount of time however
15 it's sliced for this week. And then like I said, I will take
16 the matter under advisement and issue a written decision
17 thereafter.

18 MR. MARKS: Your Honor, our client advises that
19 because he had had your schedule, he has a groundbreaking of
20 one of his clinics in Pahrump on Thursday. That's a
21 corporate --

22 THE COURT: Okay.

23 MR. MARKS: -- obligation you didn't think he could
24 miss. And he just assumed you weren't going Thursday based on

1 the schedule you told us.

2 THE COURT: Okay.

3 MR. MARKS: So he just assumed he would be in
4 Pahrump on --

5 THE COURT: Well --

6 MR. MARKS: -- Thursday.

7 THE COURT: -- as -- as I recall, part of the --
8 part our trial time will include reading deposition
9 transcripts.

10 MR. SMITH: Sure.

11 THE COURT: And certainly I would envision that we
12 could use that time. And I don't know that I need the parties
13 here for that reading. I know we talked about the fact that I
14 could read them, but understanding that there may be some
15 objections, I -- I think that -- that makes sense to take
16 advantage of that time.

17 MR. MARKS: He indicates he can be here by 11:00.

18 THE COURT: Okay. And that's --

19 MR. MARKS: Your Honor, with that being said, I need
20 at least Mr. Smith to provide me with some order so I can have
21 Mr. Tischner here when he's going to come.

22 THE COURT: But I believe we had kind of talked
23 about Friday being the -- the day to have experts testify.

24 MR. SMITH: Right.

1 THE COURT: I don't know if we can even start that
2 Thursday afternoon.

3 MR. MARKS: Okay. And are you going until 5:00 and
4 that's --

5 THE COURT: Right, I do. I -- I end it. So we'll
6 -- we'll start at 1:30 each day and then 9:00 in the morning.
7 And -- and I can even on Thursday morning and Friday morning
8 start at 8:30 just to give us an extra jump. But that's how
9 I'm going to lay it out. My -- we -- we have a courtroom full
10 of exhibits and boxes. And -- and my intent is to -- to
11 finish this this week.

12 I've had a chance to read the pretrial memos that
13 both parties have filed. One of the central focal points of
14 these proceedings including our discussions at hearings
15 leading up to this is the issue of marital waste and dissi --
16 dissipation. And so I understand that I'm going to hear quite
17 a bit of on -- on that issue. That's been discussed in the
18 pretrial memos.

19 What I'm looking for also in terms of your opening
20 statements to the Court recognizing that I have fairly
21 detailed pretrial memos from both parties. So I understand
22 your positions. And both have outlined your respective
23 positions in regards to the issue of -- of marital waste and
24 dissipation.

1 Plaintiff's pretrial memo sets out some specific
2 numbers, indicates that the -- the waste or dissipation issue
3 is in excess of \$6,000,000. I think I calculated certain
4 portions and it was about 6.3 million dollars. But that
5 doesn't include -- there are certain aspects that it -- it
6 does exclude -- Defendant's position basically is given the
7 economic, the total economics of the marital community that
8 there -- the Court should not necessarily look at the issue of
9 marital waste.

10 One thing I am looking for in your -- your opening
11 statements, because I had encouraged both sides at many
12 hearings make your offers to allow entry of decree, make your
13 offers of judgment. And last -- last week you both indicated
14 that no one had exchanged any offers.

15 I am looking for each side as part of your opening
16 statement to tell me the number you believe I should or should
17 not award in terms of that issue, because the issue of
18 attorney's fees is going to be a big issue. And I -- I intend
19 as part of my decision in reviewing the factors and looking at
20 the attorney's fees and one side may receive a substantial
21 award of attorney's fees and costs at the end of the day based
22 on ultimately what my findings are on the issue of marital
23 waste.

24 So I -- and -- and certainly you can say well, I --

1 I already laid that out for you in -- in my pretrial memo and
2 that's fine and -- and I've had a chance to digest the
3 arguments that have been made. So I have my own feelings.
4 I'm not going to share those at this point with you in terms
5 of how I'm approaching the issue of marital waste.

6 I've laid out in -- at prior hearings my -- my
7 position and kind of the -- the way I'm looking at it. And --
8 and, you know, a simple -- you can simply defer to your
9 pretrial memo and that's fine and good, but I -- I look at the
10 issue of fees as a -- as an issue that I'm -- I'm going to
11 have to look at seriously in terms of making a sizable award
12 of one party paying the other party's attorney's fees
13 depending on what my ultimate findings are, specifically on
14 that issue. So that is something I'm looking for from both
15 sides and telling me what -- what your number is. At the end
16 of the day after all the arguments what you're saying I should
17 award in terms of the issue of marital waste.

18 So with that being said, I am ready to receive
19 opening -- opening statements. I don't know if you -- if you
20 need a few minutes to chat.

21 MR. MARKS: Can we -- can we chat for a few minutes?

22 THE COURT: For a few minutes before --

23 MR. MARKS: Yeah. Also, Judge, what's your -- I
24 like to exclude witnesses. I don't know what your feeling is

1 regarding the experts, but I -- I think the Exclusionary Rule
2 should be should be in effect.

3 MR. SMITH: For experts?

4 THE COURT: I -- I typically --

5 MR. MARKS: For everybody.

6 THE COURT: -- don't -- well, and I typically don't
7 exclude experts, so I would allow the experts to remain --

8 MR. MARKS: Are you going to have both experts?

9 MR. SMITH: Sure.

10 THE COURT: I would, yeah.

11 MR. MARKS: I mean, are you going to have --

12 THE COURT: I mean, they're in the same office.

13 MR. MARKS: -- both parties? Are they both going to
14 testify?

15 MR. SMITH: They very well may, yeah.

16 THE COURT: Okay. And I would -- I would allow the
17 experts.

18 MR. SMITH: The -- the schedule is a little more
19 truncated. I -- the discussion that -- that I think Mr. Marks
20 would acknowledge, the discussion we had is that we
21 anticipated this going on in the future. And so for example,
22 we had had our real estate expert scheduled for Friday. And
23 we didn't sign him up, because we never thought we would get
24 to that expert. So we're going to have to try to make

1 arrangements to get him down here --

2 THE COURT: Okay.

3 MR. SMITH: -- to testify.

4 MR. MARKS: And Your Honor, we have a motion in
5 limine because they had added rental value and had added late
6 after -- way after discovery expert disclosure cutoff they had
7 added new values literally last week. We called our real
8 estate guy and it would take him a couple of weeks to -- to do
9 that based on our comments last Wednesday. We assumed --

10 THE COURT: Well --

11 MR. MARKS: -- that we would never finish --

12 THE COURT: And -- and I'm --

13 MR. MARKS: -- at this point.

14 THE COURT: -- I'm not going to address that right
15 now, but there is an OST that was submitted to the Court. And
16 I'll probably look at addressing that Friday morning.

17 MR. MARKS: Okay.

18 THE COURT: I'm not going to address it today but I
19 -- I want to get things started.

20 MR. SMITH: I didn't even know, because -- well,
21 okay, because Friday -- Friday would be the only day that he
22 would be there to testify. See, the problem is that because
23 we were anticipating this, one of the things I think I
24 indicated in my pretrial memo is that we need to take these

1 values as of the date of trial. That's what our law stands
2 for. And these dep -- these affi -- expert things were done
3 last May. You know, we anticipated going to trial I think
4 initially in August or --

5 THE COURT: Right.

6 MR. SMITH: -- September. So we did them last May.
7 So these things are stale as they can be. I think both
8 experts would say that these are no longer current reasonable
9 values for something that's happening even in February of
10 2016, much less April or May or whatever the dates that we
11 could get.

12 So that was the reason why we had him update those
13 numbers. And since the initial values were determined way,
14 way, way back then, we took depositions that showed that Mr.
15 Kogod had separated from Ms. Capsalas (ph). He was continuing
16 to allow her to live there rent free, so we had to do a rent
17 analysis.

18 But again, Your Honor, we weren't anticipating that
19 this was going to go Friday, so we thought that Mr. Marks
20 would have a fair opportunity to provide --

21 THE COURT: I know that was discussed --

22 MR. SMITH: -- his own updates --

23 THE COURT: -- in the pretrial memo.

24 MR. SMITH: -- his own updates --

1 THE COURT: Yeah.

2 MR. SMITH: -- and his own rental values. And I

3 think that's reasonable, but if we're not, then the issue gets

4 a little bit --

5 MR. MARKS: Your Honor --

6 THE COURT: It does.

7 MR. MARKS: -- you got to hear our side. The

8 discovery cutoff after was continued for --

9 THE COURT: And I --

10 MR. MARKS: -- experts--

11 THE COURT: I know.

12 MR. MARKS: -- was Thanksgiving.

13 THE COURT: I -- I --

14 MR. MARKS: The -- when he says stale, it's not 10

15 years ago. They were done during the summer for -- if you

16 have a cutoff in November, you can't do the work the day

17 before. So the values were done some were May -- I think some

18 were July for a November expert cutoff. As you know, you have

19 -- you need time. You can't always get the value the night

20 before.

21 I received his updates February 8th. That's not

22 anywhere near enough time. I called our guy and he's like

23 there's no way I can drop everything and do an update. They

24 had never raised rental values, an element of damage, which

1 they're required to do under 16.2. They snuck it into what
2 they called their updated expert report. There's no CV or,
3 you know, publications. This isn't just an appraisal that we
4 loosen the rules. This is --

5 THE COURT: Listen.

6 MR. MARKS: -- an element --

7 THE COURT: Again --

8 MR. MARKS: -- of damage.

9 THE COURT: -- I'm -- I'm not going to address that
10 issue today. It may -- it may be appropriate for me to
11 address it sooner than Friday. I get that --

12 MR. MARKS: All right.

13 THE COURT: -- with -- with experts. And so I'm --
14 I'm happy to entertain that. And -- and part of it is I --
15 listen, I recognize -- and it's not uncommon to hear that six
16 months after an appraisal done -- is done, it -- it becomes in
17 -- in some respects at least in the real estate arena, stale.
18 But it's also not lost on me that -- that this case has been
19 set for trial and it's been continued generally by stipulation
20 as I recall each time we've -- we've pushed it back further
21 and further. But I think it was originally set for the fall
22 and December and -- and now we're here today. So that's going
23 to be part of how I analyze this.

24 But I'll step off for just a few minutes, give you a

1 chance to, you know, gather some additional final thoughts,
2 talk about that number that I'm looking for from both sides so
3 that that may assist me when I evaluate the issue of
4 attorney's fees.

5 I will also, one final note before I step out. I --
6 I have marital balance sheets from both sides. The one
7 attached to the Plaintiff's pretrial memo, and -- and I hope
8 there's a copy that's larger, I -- I felt like I was taking an
9 eye -- an eye exam.

10 MS. VARSHNEY: I think Your Honor --

11 THE COURT: Just I cannot --

12 MS. VARSHNEY: -- we're going to -- we're going to
13 try to project that here so it's --

14 THE COURT: Which -- which is fine. It would be
15 nice --

16 MR. SMITH: We'll get you a larger --

17 THE COURT: -- if I can get --

18 MR. SMITH: We'll get you a larger copy.

19 THE COURT: Okay.

20 MR. MARKS: Your Honor, we found a typo in ours --
21 so if I can approach and will hand Rad, we included the
22 separate with the community.

23 MR. SMITH: Is that -- you printed that copy or is
24 this --

1 MR. MARKS: Your Honor, so it doesn't change
2 anything, but I think when we added it up, we included the
3 separate and the community.
4 THE COURT: So these are the current. Okay.
5 MR. MARKS: Those would be the current marital --
6 THE COURT: So this is what I should rely on.
7 MR. MARKS: Yeah.
8 THE COURT: Okay.
9 MR. MARKS: And I handed one to Mr. Smith.
10 THE COURT: Okay. So yeah, if -- if the Plaintiff
11 -- and I -- I don't necessarily need it right now, but just --
12 MS. VARSHNEY: Okay.
13 THE COURT: -- something I --
14 MS. VARSHNEY: Yes.
15 THE COURT: -- I can --
16 MR. SMITH: Okay.
17 MS. VARSHNEY: Yes.
18 THE COURT: -- is a little larger, like --
19 MR. SMITH: Let me --
20 THE COURT: -- my eyes are --
21 MR. SMITH: Let me just note --
22 THE COURT: -- being tested.
23 MR. SMITH: Let me --
24 MS. VARSHNEY: Yes.

1 MR. SMITH: -- just --
2 MS. VARSHNEY: Yes.
3 MR. SMITH: -- note that whenever we're dealing with
4 one of Mr. Lauanae's reports, I bring these. Okay. And Your
5 Honor, there's something I should note for the record be --
6 something happened just six days ago that Mr. Marks did
7 disclose. There was a sale and also a receipt of -- of
8 certain amounts of stock. The -- the total less taxes is
9 somewhere in the neighborhood of \$9,000,000. And that was
10 receipted -- there was \$2,000,000 that was sold and the stock
11 received has a value to our knowledge of about 7.7 million
12 dollars.
13 MR. MARKS: It's 2,000,000 and it's on the --
14 MR. SMITH: No. No. That was the sale. But the
15 stock is a hundred and twenty thousand eight hundred and
16 fourteen shares. It's worth about 7.7 million.
17 MR. MARKS: No, because they had to sell enough
18 stock to pay the tax.
19 MR. SMITH: We didn't pay --
20 MR. MARKS: So --
21 MR. SMITH: -- \$7,000,000 worth of tax.
22 MR. MARKS: -- it's not 9,000,000. The breakdown
23 net to the parties is \$2,000,000 and it can be explained by my
24 client.

1 MR. SMITH: In cash.
2 MR. MARKS: And we did put that on our sheet.
3 MR. SMITH: Okay. In cash it's \$2,000,000.
4 MR. MARKS: In other words, he had expi -- I don't
5 know why he's cutting me off. He had expiring options or
6 SARs, actually where he had a certain amount of SARs, he --
7 the company would give him the difference of the strike price
8 essentially and the market price stock's very depressed. He
9 had to sell the remaining shares to pay the taxes so it's a no
10 tax transaction. It's net/net in his portfolio. And the
11 net/net value is \$2,000,000. My client will explain it is
12 nowhere near \$9,000,000. It's just --
13 MR. SMITH: It --
14 MR. MARKS: -- totally not correct.
15 MR. SMITH: It's in his -- his schedule for
16 reporting. He has a hundred and twenty thousand eight hundred
17 and fourteen shares over and above the shares, 33,000 shares
18 that were sold. I mean, Mr. Kogod could --
19 MR. MARKS: He will explain it during --
20 THE COURT: But I'm --
21 MR. MARKS: -- his testimony.
22 THE COURT: -- I'm assuming that's going to be part
23 of the testimony, so --
24 MR. MARKS: But right now we believe we've given you

1 updated as of today an accurate marital balance sheet
2 including those shares.

3 THE COURT: Okay. All right. How much --

4 MR. SMITH: Including the shares are in here?

5 THE COURT: How much time do you need before we --

6 MR. MARKS: Do you want five minutes?

7 THE COURT: -- have opening statements, five
8 minutes? Is five minutes enough?

9 MR. MARKS: Say give us 10, Your Honor.

10 THE COURT: Ten minutes. All right.

11 (COURT RECESSED AT 13:41 AND RESUMED AT 13:56)

12 THE COURT: All right. We are back on the record in
13 the Cioffi Kogod matter. We'll -- we'll start our trial and
14 -- and I'll entertain opening statements. So your time starts
15 now.

16 MR. SMITH: Okay. Your Honor, the -- we've laid out
17 as you've indicated in our pretrial memo what we believe are
18 the relevant both factual and legal issues. The legal issues
19 that were presented by the Defendant, its pretrial memorandum,
20 affect the way the case proceeds because they've invent --
21 they've introduced this notion of dissipation by citing other
22 state's law.

23 Dissipation is not a word that's been used in a
24 Nevada case. It's not a concept that I think applies in the

1 state of Nevada. But nevertheless, we're going to have to
2 address that notion. It's usually based on an intentional act
3 and requires an intentional act. Nevada doesn't do that.
4 Putterman doesn't require intent.

5 Moreover, these are intent and moreover those states
6 have -- don't have a statute similar to the one that we have
7 of which really the -- the primary analysis is based upon and
8 that is the analysis of whether or not Mr. Kogod gifted
9 community property without the knowledge and consent of Mrs.
10 Kogod.

11 So the reason I lay that foundation is that'll
12 explain how we're approaching this. We took into
13 consideration the Court's identification of understanding the
14 pretrial statements in regard to the facts and really some of
15 the admissions that were made in the beginning of this case
16 through Mr. Jimmerson in his -- in the initial case
17 conferences that Mr. Kogod had engaged in a long term
18 relationship with Nadya Capsalas and then later a smaller term
19 relationship with Jennifer Steiner.

20 The notion was that there was going to be an
21 accounting of all the expenditures associated with that
22 relationship and the two children that arose from the
23 relationship with Ms. Capsalas.

24 Too, you will not hear in the evidence presented

1 before you any accounting by the Defendant whatsoever. The
2 Defendant is simply taken the accounting that was -- that we
3 were forced to do and we did based upon the -- the Judge's
4 indication of what it wanted. And as we indicated in our
5 pretrial, we brought the experts, it listened to the Judge's
6 comments. And in fact, when you start looking at the expert
7 reports, you'll see that they've even addressed those specific
8 comments in the expert report as a basis for how they went
9 about doing their work.

10 So the work as -- as we've divided up into the
11 pretrial -- in the pretrial memo we went through how it's
12 divided up. And that division was based after long
13 contemplation about how the expenditures were made and how
14 they could be accounted for, because we have a world of
15 universe of expenses that are all divi -- or for the support
16 of Ms. Capsalas.

17 You will not hear that Ms. Capsalas contributed
18 anything to her own care or the care of the children. The --
19 she never contributed in any manner that I can think of in any
20 way but instead took, took and took.

21 She -- they started in a -- a relationship in some
22 time late 2014 and it extends on until February of 2015 when
23 there was a separation because Mr. Kogod has started another
24 relationship with Ms. Steiner and he moved into a -- a

1 different condominium at that time.

2 So we tried to figure out the way to say that --
3 first of all, we -- we looked at the concept of whether or not
4 this money was really a gift to Ms. Capsalas and the new
5 children that he fathered through -- not accidentally, but
6 through in vitro fertilization as we indicated in our -- the
7 evidence will show.

8 So he consciously made the choice to both have a
9 second group of people he was supporting and then buy various
10 items for them. And these items, you know, they range from
11 the most basic of expenses to mansions, yachts, Ferraris,
12 Bentleys, Bentleys and -- and mansions that are still in use
13 by Ms. Capsalas.

14 So we had to figure out how to best present to you
15 and what the evidence will show you today to best have you
16 understand what we believe were the expenditures, the gifts if
17 you will, to Ms. Capsalas and the family.

18 So we did that in -- in four ways. A couple of the
19 ways addressed the whole notion of he did this completely
20 without any knowledge or consent of Gabrielle. And as a
21 result, he expended a lot of money that wouldn't have normally
22 been expended had Ms. -- had Gabrielle been given consent. We
23 opine as you saw on the pretrial statement that the Putterman
24 overspending notion was when priorities impliedly consent,

1 somebody golfed regularly, somebody spends a lot of money at
2 Neiman Marcus, that's very different than what happened here.

3 Here, you will see a pattern of admissions by Mr.
4 Kogod that he deceived Gabrielle. You will see deceptions,
5 many, many, many deceptive statements, deceptive acts, all
6 designed to keep Ms. Kogod from knowing what was going on in
7 his spending, even where he resided, even where -- who he
8 lived with, how he resided, what he purchased, who he was
9 giving money to.

10 All of it was one long series of deception and even
11 including up until -- in their pretrial memo you'll find that
12 there are things that are just going to be shown by the
13 evidence to be deceptive. His -- for example, his statements
14 that the counseling ended in 2011. It didn't. His statement
15 that the -- that -- that somehow Gabrielle was in it for the
16 money and staying in the marriage.

17 You'll see that the evidence will show that he
18 actually encouraged her. He wanted to stay in the marriage.
19 He was unsure about the marriage as recently as 2013. So the
20 notion that somehow this was some plan and she got what she --
21 was necessary, et cetera --

22 So in terms of the waste issue, you wanted a number.
23 You're going to see a very comprehensive report with a lot of
24 .4 type in charts that shows four different areas of spending.

1 One is the spending that was actually done by or for Ms.
2 Capsalas. It's very -- that -- the -- the -- in that
3 category, it was things that either came from an account that
4 was maintained for her by Dennis.

5 It was purchases that -- that would only logically
6 be for her -- her purchases on a credit card that she made
7 that was a credit card separate for herself and the spending
8 and the like. And -- and things for the children, things that
9 logically could not otherwise be anything but Ms. Capsalas.

10 Then there is a category for the yacht. There is a
11 -- and the expenses associated with the yachts and how those
12 were presented. There's a category for cash spending and an
13 analysis of the cash spending. That really doesn't compromise
14 much of it other than an analysis.

15 And then there's the -- the analysis of the Jennifer
16 Steiner amounts. Those are -- I don't even think those are in
17 dispute. In fact, we found frankly less than was -- that was
18 originally identified by Mr. Kogod in his analysis that was
19 provided with his response to interrogatories and his response
20 to some pleadings. But it turns out that the money that we
21 thought was in that analysis was -- or he thought it was in
22 the analysis, it was actually spent on Ms. Capsalas, so it
23 actually turned out a little bit less.

24 The fourth category is a category -- oh, we also

1 have a category we separated for family members, because the
2 Court had indicated a different view of family members. The
3 evidence is going to show that Ms. Kogod never knew about any
4 spending and was -- was intentionally deceived about that
5 spending. But we understood, you know, what the Court's view
6 was as stated by the Court. And so we've had a whole separate
7 -- any obligation for the family is -- is separated.

8 The -- for family members. And -- and then we have
9 the final category. So what you had expected and what we had
10 said and what we had all agreed upon at one point, that the
11 easiest -- the person who had the best ability to account for
12 spending would be the person that spent the money or was aware
13 of what the spending was. So we expected to see a report --
14 we thought we were going to be in the exact opposite position,
15 that we would receive a comprehensive report of spending --

16 MR. MARKS: Objection. This isn't what the evidence
17 is going to show at the trial.

18 MR. SMITH: This is what the evidence is going to
19 show.

20 MR. MARKS: He can't argue procedure, Judge.

21 MR. SMITH: The evidence will show --

22 MR. MARKS: It's not proper opening statement.

23 THE COURT: And there's --

24 MR. MARKS: He's got to say what's going to happen

1 and the evidence is --

2 THE COURT: Well --

3 MR. MARKS: -- going to show.

4 MR. SMITH: But this is what the evidence will show.

5 The evidence will show that we were forced to be in a
6 position to account for the expenditures ourself. So we tried
7 to think of a way to do that. And the evidence will show that
8 one of the options was to try to get every receipt from every
9 expenditure that was made during the time that he had the
10 relationship with Ms. Capsalas. That was virtually
11 impossible. We don't have those things.

12 So we developed -- and -- and we didn't -- since we
13 didn't receive an accounting, we don't know if only the
14 expenditures that were made by Ms. Capsalas were the
15 expenditures. So what we did was we took a -- from Dennis'
16 own analysis of what his spending was, in other words, what he
17 spent on himself, he identified what those were.

18 And we took the excess in certain categories to say
19 that that spending must have been on others, gifted to others,
20 because there's no way if you've captured everything that he
21 has indicated he spends, there can be no other expense. We've
22 -- we've captured entertainment. Two cars. We gave him two
23 cars, although it's only recently that he's had two cars.

24 And any number of things. And you're going to go

1 through -- we're going to go through that line by line and
2 we'll -- the evidence will explain to you why we felt that was
3 spending that was way above what he would have spent on
4 himself by his own acknowledgment. And so we think that that
5 constitutes money he spent on others.

6 Now we can't go through every charge. For example,
7 you'll hear the evidence and response is simply that well, if
8 I buy groceries and you can't tell who it's for, then it's
9 doesn't -- you know, it's not waste. I didn't buy any
10 groceries for Ms. Capsalas or the children. We think that's
11 illogical. The question becomes whether or not the monies
12 that are gifted to Capsalas and the children for food are
13 actionable waste.

14 Again, we didn't know anything about relation --
15 Gabrielle had no idea what that relationship was doing. She
16 had no ability to talk about the spending. She had no ability
17 to even know what was going on with what monies he was
18 spending.

19 So and you'll see that -- that he actually shifted
20 accounts and made arrangements with how he received money to
21 ensure that -- that Gabrielle didn't know about how money was
22 spent. And when she did see that there were checks that she
23 didn't understand, then all the money was shifted, all the --
24 the majority of the money that the parties had was shifted to

1 other accounts. So that's the -- what the evidence will show.

2 The number that -- that Mr. Leauanae and Ms. Allen
3 came up with in terms of potential waste was the number --
4 I think it was 6.3 million, roughly 6.3 million that the Court
5 had indicated. And those are the numbers that are contained
6 in our -- and I don't believe that includes the monies that
7 were paid on or for the benefit of the -- of the parents.
8 Correct. That was over and above what was paid for the
9 parents and for the brother.

10 So those are the numbers that we fit -- and we've --
11 we've not received any other number. The -- the evidence will
12 -- that will be presented by the Defendant will be that some
13 of these charges are really maybe charges that were spent on
14 himself without any corroboration whatsoever in terms of
15 evidence like receipts, anything, statements, witnesses,
16 whatever, nothing.

17 But the ultimate notion that you're going to receive
18 is that well, since he made enough money, he can spend
19 \$6,000,000 on other things. And that was perfectly okay
20 because it was only a percentage of the total income of
21 \$60,000,000 and therefore it wasn't enough to worry about if
22 he spent a little bit money.

23 That's contrary we -- we will submit and show it's
24 contrary to the notion that you cannot gift community property

1 to others without the consent of the other party. And there's
2 no evidence that's going to show that she con -- that
3 Gabrielle consented at any time.

4 The second aspect of the case will be some minor
5 differences and values. One of those differences though is
6 not minor and that's the difference in the appraisal value of
7 the homes. Most recent appraisals show that the values have
8 increased in the three homes about \$270,000. An easy fix of
9 that, of course for that, is simply put the houses on the
10 market for sale and divide them.

11 And if the Court is not going to allow the
12 appraisals, then we would simply ask that that's what would be
13 done. Maybe in both the exception of his parents' home, his
14 parents -- or may his brother the evidence will show is going
15 to move out of that home soon anyway and return to Georgia
16 where he already has a home.

17 And the -- I -- Nadya Capsalas is living in the
18 mansion in Beverly Hills, clearly intent since they're not --
19 there's little or no chance of reconciliation according to Mr.
20 Kogod. It makes no sense for her to continue to maintain that
21 residence. So that can be sold and so we don't have to worry
22 about the value.

23 In terms of the alimony, we've addressed this pretty
24 well in the pretrial statement. The notion that need is the

1 only factor to determine an alimony is contrary to all the
2 modern thinking on alimony. Mr. Willick wrote a -- a
3 statement for the AML recently a hundred pages long. Again --

4 MR. MARKS: Your Honor, you can't argue the -- are
5 you allowing argument on law and everything?

6 THE COURT: There's no valid objection. Listen,
7 it's a --

8 MR. MARKS: It's an argument.

9 THE COURT: I -- I --

10 MR. SMITH: The --

11 THE COURT: And I get that.

12 MR. SMITH: -- evidence that we're going to present
13 is based upon the theories that are expressed in that
14 statement, in the statement by Mr. Willick and in the
15 statements and the cases that we've cited from Nevada law, the
16 studies that were done by Judge Hardy, the statements in the
17 Nevada law itself and the -- the modern theory of how alimony
18 and long term marriage isn't specifically how it's stated in
19 Nevada.

20 So the notion is basically to we'll show that the
21 parties have saved literally millions and millions of dollars
22 over the course of their marriage as a result of their
23 habitive saving. They don't spend everything they earn. It
24 would be very difficult to do that based upon Mr. Kogod's

1 average earnings of about 12.6 million over the last five
2 years per year.

3 So there's going to be the -- not only does he have
4 the ability to earn, but you'll see that he has the ability to
5 invest in a way that -- that simply is just not available to
6 Mrs. Kogod. He's obviously a very sophisticated person. He's
7 the president of a Fortune 500 company, actually, Fortune 300
8 company.

9 So the -- the -- they just have different abilities
10 that have gained over time. So the question the Court has to
11 ask itself is has this ability, has there really been a change
12 in his ability, his assets, his ability to make money since
13 the time that they were married until now.

14 And then is there going to be a large gap in income?
15 Right now the -- the gap is 12.6 million per year to about
16 60,000, 55,000 per year. So we think there is a large gap.
17 We think savings are a component and we'll show you the
18 savings that were done. We think that the gap is a component.
19 We'll show you the gap and the information in regard to what
20 he's made and -- and what he's likely to make in the future
21 even as recently as just a few days ago.

22 So that'll be the -- the presentation, Your Honor.
23 You're going to -- we have -- I think both parties have
24 indicated that attorney's fees would be addressed at the end

1 of the case, because one of the -- the components is we will
2 certainly provide the information on what we've spent during
3 the case and in terms of presenting Brunzell. Arguments and
4 the like, usually you find out the results and then submit
5 those arguments at that time. If you want them to be included
6 as part of the case in chief prior to Friday, then please let
7 us know and we'll put on that evidence in terms of meeting
8 those factors.

9 THE COURT: Okay. Thank you, Counsel. Just -- and
10 just for sake of clarification -- and -- and by the way, I
11 will want what you can put together in terms of Brunzell
12 memos, at least the amount of fees that have been incurred on
13 -- on both sides.

14 MR. SMITH: Yes.

15 THE COURT: Obviously part of my decision would be
16 the results obtained and that'll be part of what I take under
17 submission. So just -- so that I'm clear, the 6.3 million
18 dollar figure which is what I'd referred to also --

19 MR. SMITH: Yes.

20 THE COURT: -- when I took the bench, that is
21 independent of the value of the assets that are being assigned
22 for purposes of division on Defendant's side of the ledger.

23 MR. SMITH: That's correct.

24 THE COURT: And so the Plaintiff is seeking one-half

1 of that amount in terms of reimbursement.

2 MR. SMITH: Yes.

3 THE COURT: Okay. I just wanted to make sure --

4 MR. SMITH: That -- that's --

5 THE COURT: -- I was clear. Okay.

6 MR. SMITH: That's exactly right.

7 THE COURT: Okay. All right. Counsel.

8 MR. MARKS: Can we -- yeah, can you put it up? You
9 don't have a podium or anything?

10 THE COURT: I don't.

11 MR. MARKS: Okay. Good afternoon, Your Honor. May
12 it please the Court, Counsel, Mr. and Mrs. Kogod. I mean, we
13 tell juries that an opening statement is a little like a movie
14 preview or review. And usually you would read a review in the
15 review journal or, you know, something in the New York Times
16 and try to get an idea before you go to a movie to see what
17 it's like. It used to be pretty accurate. Now a lot of
18 people using these Fandango apps, go on your phone and get
19 really the studio version, the little blurb the studio's
20 printing. When you read those and actually see the movie, it
21 really doesn't have a lot to do with what you're actually
22 seeing.

23 I don't think my worthy opponent has given you the
24 full complete picture of what you're going to hear and see

1 during this whole week. And obviously since we're the
2 Defendant, we want you to wait and have an open mind and not
3 rush to judgment based on comments that may have been made
4 inadvertently at hearings, et cetera.

5 First, on behalf of Dennis, he wants you to know
6 he's very remorseful and sorry for what he did. He obviously
7 realizes he should -- these parties should have been divorced
8 probably in 2004 and certainly when he filed his complaint in
9 2010. And in my opening and in his testimony, he'll explain I
10 think some of the unique factors of the case.

11 He obviously should not have hidden Nadya and the
12 children, you know, from Gabby, the Plaintiff. In July of
13 2010 after he filed, he should have had the courage to go
14 forward with the divorce and just stood his ground and gone
15 forward, because the evidence is going to show Your Honor,
16 this marriage was over. It was done. It was over probably in
17 2004 when he moved to Lake Las Vegas and Gabby lived on a 2.5
18 million dollar home on the lake and Dennis was working in
19 California and spending most of his time in California other
20 than weekends that he -- that he came back.

21 And at that point in time, I'm not going to say this
22 is poverty stricken, but their net worth was 750,000. They
23 were upper middle class. They weren't wealthy. They weren't
24 -- nothing was extravagant. That's what they had, give an

1 executive in healthcare (indiscernible).

2 He didn't have the courage, he didn't have the
3 wherewithal to go forward with the divorce in 2010. He should
4 have. He thought Gabby would become incredibly angry. He
5 thought potentially she would call his boss who's a very
6 conservative straight laced family guy who's married to the
7 same woman since high school. And he thought -- he thought
8 that his whole career could be blown up. By 2010, their net
9 worth was approximately \$4,000,000. It was after DaVita had
10 bought Gambro and it's after in '09 he had gotten the
11 promotion of a lifetime becoming COO.

12 So while he conceded -- while he concealed his other
13 life from Gabby and while he's not proud that he did it, this
14 is a financial case, Your Honor. And the only one he hurt was
15 himself. Instead of her getting \$2,000,000, she's getting
16 \$20,000,000. The evidence is going to be from 2004 they
17 virtually were living separate lives. Other than his weekends
18 he would come in, they would go to Metro Pizza. He would golf
19 by himself most of the time. She would sometimes golf with
20 him. He would go to the gym by himself. She would work out
21 by herself.

22 Their big communication you will hear from Dennis is
23 should they eat in and get Chinese food brought in, should she
24 cook or should they go out. And he would leave on Sunday.

1 They didn't confide each other. They didn't celebrate
2 birthdays and holidays and Valentine's Day. He wasn't sending
3 her flowers and chocolate. The only thing they celebrated
4 together was Christmas through 2008. After Christmas 2008,
5 they never celebrated Christmas. They never celebrated New
6 Year's, they never celebrated Valentine's Day. They never
7 celebrated birthdays. They don't have a card. They don't
8 have any sort of gifts from 2010 on, he never set foot back in
9 that Lake Las Vegas home. He never set foot back there.

10 So what he did was wrong and he did conceal it, this
11 is the one case, the one in a million where his concealment
12 only hurt himself, because his assets after filing for divorce
13 in 2010 rose exponentially from being upper middle class, and
14 \$4,000,000 is certainly wealthy, he made 15,000,000,
15 21,000,000, 7,000,000, 14,000,000, 10,000,000, all while they
16 never lived together, they virtually never spoke on the phone
17 together, they never confided together, they didn't have sex
18 since probably 2004, 2005, they didn't have sex together.
19 They didn't go on vacations together.

20 This is a unique relationship, Judge. When he was
21 promoted to C -- to COO, they didn't have a celebratory
22 dinner. They didn't hold hands in public. They had no
23 affection. They didn't talk about work. They didn't confide
24 in each other. They stayed married in name only because he

1 didn't want to blow up his career and didn't want to confront
2 her. And in 2010 after she found out about the divorce, she
3 consulted legal counsel, Judge, in July of 2010 in that
4 period. Counsel that was admitted in the state of Nevada and
5 also admitted in Colorado where Dennis was working, because
6 his corporate headquarters was in Colorado at some point.

7 She consulted and got advice to protect herself.
8 And you know as well as I do anybody would say Nevada is a
9 date of marriage to date of death or divorce state. And
10 separation does not affect the community. So every single
11 year that he made the money she would share in it.

12 She even filed in 2013 and didn't move the case
13 along for another year while he made another \$14,000,000. She
14 had Denise Gentile. And they spoke and spoke and spoke about
15 this case in resolution and another year, another 14,000,000.
16 And then after Denise was elected in November of '14 I think
17 it was. Then Mr. Smith took over in the case, got active in
18 '15.

19 This isn't a case where Dennis diminished or
20 depleted the assets. In fact, the assets rose exponentially.
21 They said that -- that Nevada's intent is not relevant. If
22 you pull out Lofgren, it says the word intent. There has to
23 be an intent. In Lofgren and Putterman, there was a
24 diminution in value that led to the unequal division of

1 community assets.

2 The elephant in the room Your Honor you have to
3 face, is not what the simple number is, but can you in good
4 conscience find a compelling reason, a compelling reason under
5 the statute to give Gabby \$23,000,000 and give Dennis
6 \$17,000,000 under the unique facts of this case? Not another
7 case, not another guy that had a girlfriend, not another guy
8 who took somebody out to dinner. But under the unique -- very
9 unique facts of this case where the marriage was irretrievably
10 broken and he made after the marriage was broken, you know,
11 \$40,000,000 in four or five years. And she's sharing every
12 penny of that community funds.

13 That's what the case law says albeit from a lot of
14 states because Nevada has nothing on point, that when a
15 marriage is irretrievably broken, it's -- this isn't money
16 spent in the middle of a breakup. This isn't money spent
17 where the assets are hidden and she doesn't get them and
18 doesn't get the half. This is where the marriage is
19 irretrievably broken and he makes a fortune and is agreeing to
20 split it 50-50. Do you then make an unequal division on top
21 of that and give her another 3,000,000 plus dollars?

22 They're going to talk about counseling. The
23 evidence is going to be Dennis hoped wrongly, he's one of the
24 guys that doesn't like confrontation, he doesn't like this

1 whole process. He didn't want to use the word divorce. He
2 thought he would hurt her. So he went to counseling. But he
3 also skipped counseling sessions, cancelled counseling
4 sessions, sporadically went. He hoped that counsel like a lot
5 of guys would help -- help lead her down easy and that she
6 would then come to her conclusion she did in 2013 to be
7 divorced. That he couldn't say the word.

8 But during that whole period of time it's not like
9 they went on vacation together. It's not like they exchanged
10 gifts together. They basically saw each other outside of
11 counseling maybe a couple of times over that period. They had
12 no relationship, Judge.

13 What person is in a relationship, I don't care if
14 they're 18 or 80, that doesn't spend Christmas, doesn't spend
15 New Year's, doesn't spend Valentine's Day, doesn't spend her
16 birthday, doesn't spend his birthday, doesn't ever go on
17 vacation? Her own family knew there was no relationship, that
18 it just wasn't -- it could not be a marriage. Yet, she stayed
19 because economically she is receiving a fortune. All of this
20 substantial money is earned during that five years.

21 Even if you look at the text messages, she says
22 herself, the Plaintiff, what kind of life, what kind of
23 marriage, you won't even listen to the sound of my voice.
24 What they called live in corporate speak, talking live, was

1 text messaging between two 50 something year olds, not high
2 school kids. They weren't even talking on the phone.
3 So Judge, financially forgetting the emotion,
4 forgetting the oh, God, People Magazine, National Enquirer
5 aspect, a fair division is the 20,000,000 a piece. Now the
6 Plaintiff is a highly intelligent woman. She had a nursing a
7 -- a four year nursing degree from the State University of New
8 York at Binghamton. She received a master's degree in public
9 health. She had very responsible positions across the
10 country. It's not like lawyers. If you're a nurse and you go
11 across the country, you're license evolved. She was a
12 certified nurse, a certified licensed nurse consultant who did
13 medical legal type matters.

14 She worked for the new -- North Carolina Board of
15 Nursing as a trained investigator. She would have to
16 investigate nurses who abandon patients, who committed
17 mistakes, who lied, who took drugs. And she presented those
18 cases to the board. So she was used to investigating facts.
19 She was used to interviewing people. She was used to figuring
20 out if someone was lying to her. So she's not somebody off
21 the farm that Dennis was bamboozling. She was a trained
22 investigator. She was involved in medical legal here at
23 Dignity Health where she knows concepts of causation. She
24 knows concepts of negligence. So again, Judge, she made a

1 decision to allow that money to go up.

2 When they talk about a mansion, she lived in a 2.5
3 million dollar home at Lake Las Vegas with its own private
4 dock. She basically had a blank check of spending. By her
5 own account, she spent 15 -- during the time we're alleging
6 waste, she spent pursuant to her FDF 15,000 a month, a hundred
7 and eighty thousand a year over a 10 year period. That's 1.8
8 million dollars. Dennis never looked at what she spent. He
9 didn't care what she spent.

10 They were totally living separate lives. There was
11 never a case where the guy came back. He never said oh, why
12 did you buy this dress, why did you buy these shoes, why did
13 you buy this. She had an absolute blank check, a golf
14 membership out at Lake Las Vegas, a country club membership
15 where she charged whatever she wanted. She did whatever she
16 wanted. She worked for Dignity Health 24 hours a week making
17 60,000 a year. That's all she wanted to work. No one said to
18 her you got to work more. She did what she wanted to do.

19 Dennis was paying all the bills while she had all
20 that disposable money and a joint account that had hundreds of
21 thousands and at times 1.2 million dollars. So she had no
22 incentive. She had no incentive to get divorced anytime soon.

23 Now community waste Your Honor is not defined in
24 Nevada law. Okay. The only cases we have are Putterman and

1 Lofgren where the money is gone. And an unequal distribution
2 is made of the remaining money. And it was intentional
3 depletion or dis -- depletion of diminishment of the estate.
4 There's no way you can read those cases without looking at
5 them as a diminishment.

6 You have a hundred thousand and the guy gambles away
7 or takes money and therefore there's only 50,000. Those are
8 the cases. There isn't a case where -- it's -- it's not
9 financial misconduct under Lofgren and Putterman. It's
10 financial ability to build an estate even though he had a
11 girlfriend, even though he was spending money on others, his
12 spending you will hear from Mr. Tischner was in the single
13 digits, under 10 percent of his income. He would be allowed
14 under any sort of concept to be able to spend some money on
15 himself, whether it was on Nadya, whether it was on some other
16 friend or girlfriend, he would be allowed to live. He was
17 working in California working incredible long hours traveling
18 around the world. He'd be allowed to live in some method,
19 just as the Plaintiff lived and spent money without any
20 accounting back.

21 Counsel said they're gifts. We are taking on our
22 side of the marital balance sheet all of California real
23 estate. We are taking all the cars on our side. So there
24 aren't gifts. All of those Bentleys and Ferraris we are

1 taking. Therefore, under our theory out of the 40,000,000 and
2 you have our marital balance sheet, the 20,000,000 that the
3 Plaintiff is getting, virtual 18,000,000 or more will be UBS
4 stocks, bonds, T-bills, cash, whatever investments. She will
5 have the right to continue to use Bob Galen I guess if she
6 wants to to manage that account if that's what she wants. She
7 can do whatever she wants with it. But she will actually have
8 the better assets.

9 Sometimes in a case the guy buys something and then
10 the wife is stuck, whoever wanted this thing, it doesn't
11 return anything on its -- on capital, there's no interest or
12 dividends, I'm stuck with a red -- you know, a -- a white
13 elephant type asset. That's not the case, because in spite of
14 everything he did that's on his side of the equation and she
15 has her 2.5 million dollar brand new home that she bought,
16 totally free and clear, plus she will have investment income
17 at least \$18,000,000 which conservatively -- conservatively
18 will get her 500,000 to 900,000 every single year.

19 On her FDF that she filed, she says she now spends
20 20,000 a month. That's a 25 percent increase. She makes
21 about 5,000 a month. She can spend 240,000 for the rest of
22 her life and she will still have the principal and with the
23 dividends and interest on that \$18,000,000, her nest egg, her
24 net worth will increase by hundreds of thousands of dollars

1 every year such for the -- at the end of her life. She won't
2 just have 18,000,000 or 20,000,000. She will have multiples
3 of that because she will -- even under her own I -- this is
4 what I want to spend of 20,000 a month that she probably
5 didn't spend before, her net worth will exponentially increase
6 if you -- if you save hundreds of thousands of dollars a year
7 over the next 10 or 20 years.

8 Your Honor, the other important thing is in 2010, in
9 July of 2010, first of all, when they talk about hiding
10 things, from 2004 to 2010 the bank statements, brokerage
11 statements were coming to the marital home at Lake Las Vegas.
12 She had the opportunity to read or see whatever she wanted to
13 see. In 2010 after the divorce, she started investigating and
14 she ordered or got all sorts of bank and brokerage statements
15 and checks. She saw checks being written to Nadya, his
16 girlfriend. She saw checks being written to the kids' school.
17 She saw checks being written to buy Edinboro which is one of
18 the properties at that point.

19 She essentially did nothing. She took no
20 affirmative steps at all to do anything to deal with this.
21 The evidence will show that in 2011 one time in their whole
22 marriage she went to Edinboro, she rang the doorbell, there
23 were cars in the -- in the driveway, it was clear people were
24 living there, no one answered. She never even called Dennis

1 on his cell phone where are you, are you at work, are you
2 here, I'm in town.

3 This is someone that for 10 years the parties
4 virtually went on no vacation, she never went to California
5 for even a weekend to surprise him or see him. So what type
6 of relationship or marriage is it? She set out at Lake Las
7 Vegas for 10 years on her own absolutely doing nothing. When
8 they had conversations after 2010, Dennis told her my
9 compensation is all public record. She admits she googled
10 him. I think friends called her and said he sold stock. She
11 knew his position. She is in the medical field working for
12 Dignity Health.

13 She knew what was going on; however, she wouldn't
14 cross the lake when he was having meetings at Lake Las Vegas
15 at one of the resorts. She wouldn't even cross the lake to be
16 there, because they had absolutely no relationship.

17 Let's talk a little about the Anthem report and why
18 that report is just not valid. Just spending money on a
19 girlfriend, Your Honor, doesn't constitute compensable waste
20 in Nevada. There is a legal hurdle you have to get over. You
21 had indicated you didn't think the parents -- the amount spent
22 on the parents is waste. But here's what we did. There's a
23 condo that Dennis -- effectively his parents live in. We're
24 taking that on our side of the equation at fair market value.

1 All Dennis pays right now is \$600 HOA fee and I think he pays
2 his dad's car insurance. You could argue that for a man of
3 his means he's under helping his parents. The amount he's
4 giving them is effectively negligible.

5 She has a home in Brooklyn that she shares with her
6 siblings that remains vacant. She's supported that home on
7 occasion and sent money back there. She's given money, gifts
8 and other things to her relatives. Dennis didn't care. It
9 was never an issue. I think parenthetically you had as -- you
10 had said you were concerned about big ticket items of \$5,000
11 or more at one of the hearings. And that's not what we were
12 faced with.

13 I have to speak a couple of minutes about the whole
14 accounting issue, because again, I don't think there's been a
15 total clarity given -- given to you. And you understand I got
16 into the case very late in -- I think it was the end of July,
17 the beginning of August and I was then going out of town and
18 we agreed I think by stipulation to continue the trial. When
19 I got back, unfortunately I had a death in the family. My dad
20 passed away. And obviously that was, you know, a big shock.

21 Right when -- after that happened, literally that
22 week, I received from Mr. Smith an exhibit to be used for
23 Nadya's deposition which was set that Friday. I literally was
24 here the morning of the funeral. I literally left people at

1 my home to go to her deposition because they didn't want to
2 delay this.

3 There was 27,000 entries. They hadn't consulted
4 about reports, exchanging. We just got served, Nicole and I,
5 27,000 entries that they had done prior to September 12th.
6 The -- the expert disclosure was the end of November.

7 Faced with that, this community didn't need someone
8 else going through 27,000 entries. We've accounted in the
9 sense that Dennis has answered interrogatory questions, he had
10 a two day deposition that he answered questions. And we've
11 provided extensive documentation. We have accounted for the
12 money as well as telling them we'll take any asset that he
13 bought that you think is a gift to Nadya, that you think is a
14 gift to the parents, any of those assets that you don't want,
15 you don't care about, we would take those assets on our side
16 of the equation.

17 In the Anthem report, they included every single
18 thing for his home in California. He would be entitled to
19 have food. He would be entitled to have furniture. He would
20 be entitled to have CVS drugs. They literally came up in
21 their 1.6 if he bought aspirin, that was considered waste. If
22 he bought paper towels, that was considered waste. If he
23 bought sheets, that was considered waste. If he bought
24 underwear, that was considered waste.

1 Now we said this is overkill, that every single dime
2 that Nadya spent is not waste. There's food for Dennis,
3 there's food for the kids. That shouldn't be and can't be
4 considered waste. So Dennis told Mr. Smith and went through
5 the chart at his deposition and it's Tischner's exhibit that
6 580,000 of that 1.6 million is food, CVS and items for the
7 home. And even if you add back half the food, if someone buys
8 food, Your Honor, are you going to say I had the potato salad
9 and they had the coleslaw, I had the bread and they had the
10 buns? They're asking for something that's kind of a
11 ridiculous computation.

12 But even if you take back half of that number, okay,
13 Dennis believes he probably spent 1.3 million on Nadya and the
14 girls over that period. All right. And Gabby spent as much
15 if not more than that on herself without any question by
16 Dennis. Okay. So that number is probably 1.3 million.

17 Regarding cash, the evidence will be Dennis travels.
18 As a COO, he tips. He has to -- he's expected to tip for
19 valets in L.A., for tipping baggage people. When he travels
20 into foreign countries, he has to either convert money or
21 sometimes use U.S. dollars. He doesn't get reimbursed for
22 every Starbucks, every \$20 tip. Both of these parties will
23 testify they kept cash. The Plaintiff had 25 to 3500 cash on
24 hand. She said in her house there are ATM withdrawals which

1 the Plaintiff's expert didn't want to look at.

2 So Dennis is estimating that out of that 649,000
3 cash he estimates 449 is probably for him over an eight year
4 period, that that's the kind of cash he had to spend to make
5 the money that he had to make and possibly 2,000 -- 200,000
6 would be cash for Nadya and the girls.

7 So if you're looking for a number of what he spent
8 Nadya and the girls on credit cards, checks and cash, he
9 believes that number is 1.5. He's not admitting that that's
10 waste, but he's saying that is a reasonable number.

11 Dennis had played golf and did mixed martial arts as
12 his hobbies. He needs two hip replacements and had to give up
13 golf and mixed martial arts. So he bought a boat a couple of
14 years ago. And he had a boat and then he traded that in for a
15 bigger boat. He would take colleagues on the boat. The boat
16 had a work component because he could bring his team on the
17 boat and basically work with them for a couple of hours going
18 to Catalina and they couldn't use their cell phones or walk
19 away.

20 Obviously he also had his kids and Nadya on the
21 boat, but as an executive at his level, people that have ski
22 chalets, people that have beach houses, people that have
23 private jets, having a boat, growing up with boating back in
24 Baltimore and boating with his grandfather, he felt as a place

1 to unwind and spend a couple of hours on the water that he was
2 entitled to do that.

3 Their number, they're including every single gas,
4 dock fee, washing. They're -- they're throwing everything as
5 waste. We believe he's entitled to have the boat. That's a
6 reasonable expense. When he -- at the end of the day when he
7 sold the second boat, the total loss between the two boats is
8 under \$200,000. We don't think anything should be compensated
9 but their 600,000 number is totally overblown. Any executive
10 in his position is entitled to a hobby and that should not be
11 considered waste.

12 The biggest problem in the Anthem report is 3.6
13 million is unallocated. The evidence is going to be Anthem's
14 not an independent expert by any stretch of the word, Judge.
15 They sat with the Plaintiff. They sat with Mr. Smith's
16 office. They wanted to go receipt by receipt. They went down
17 to the parking. They say how they listened to you and -- and
18 pick and choose or cherrypick and choose their comments. They
19 went down to a dollar parking. They went down to five dollars
20 on an airline for I guess pretzels. And they went through
21 every single other receipt that was not Nadya, that was not
22 the yacht, that was not the parents, that was not cash.
23 Everything else they called unallocated potential community
24 waste. That would give Dennis virtually no living expenses.

1 When you look at the on allocated, they have checks
2 they couldn't get, they say oh, we couldn't get the backup,
3 they threw it in for 200,000, they have all those because they
4 said we're going to arbitrarily say he can only spend a
5 certain amount for autos even though he loved autos and is
6 taking the autos. That's another 500,000. They had illegible
7 documents for a couple hundred thousand.

8 This unallocated amount doesn't meet the minimum
9 standard of certainty required by our supreme court for expert
10 reports. You can't just say unallocated, I don't know what it
11 is, zero based budgeting, you prove every living expense is
12 not waste. And that's the bulk of what they're saying. And
13 the reason they did that 3.6 is because they did all this
14 work, they had all this excitement that oh, Dennis was
15 cheating and Dennis had another life. And when they actually
16 got the documents, and we've given them virtually every
17 document under the sun, there's a whole room of discovery
18 documents, all they came up with was 1.6 for Nadya. And that
19 wasn't going to justify the fees in this case and what they
20 told you this case is about.

21 So they went to an unallocated column which doesn't
22 meet any sort of minimal standard of Nevada law for expert
23 testimony. Totally overblown and would mean Dennis is sitting
24 as a monk in Motel 6 under that theory spending no money while

1 he's in California earning millions of dollars that she share.
2 If you look at the Tischner report, the amount of spending,
3 the amount per capita for someone in his income bracket is
4 going to be in single digits, meaning way below what you, I,
5 Rad or almost anyone you know spends on their person.

6 Now alimony, Judge. We're not here -- you're not
7 here to make new law or review articles and Marshal Willick
8 are not the law. You have to look at what the supreme court
9 has said. And need plays the biggest component in alimony.
10 And there is no need here. Their claim does not meet the
11 legal standard. And there's enough passive income that the
12 Plaintiff will have a huge amount every month without working
13 or whether she chooses or doesn't choose to work.

14 The other thing you should know, and Dennis has told
15 this to Mr. Smith, he's facing two hip replacements, one next
16 week. He's facing two rotator cuff surgeries and he's facing
17 spinal surgery. He's 56 years old. He's a COO of a publicly
18 traded company is analogous to an NFL running back. You
19 normally have a very finite --

20 MR. SMITH: This is argument. And let me point --

21 MR. MARKS: Yeah.

22 MR. SMITH: -- out that in --

23 MR. MARKS: You allowed argument.

24 MR. SMITH: -- his deposition Mr. --

1 MR. MARKS: You allowed argument. This is what the
2 evidence is going to show.

3 THE COURT: No, this is argument.

4 MR. SMITH: Mr. Kogod stipulated that his medical
5 condition would pay -- because he refused to ask any -- answer
6 any questions about his medical condition and he stipulated
7 that his medical condition would not be an issue in this case.
8 It would not prevent him from working anytime in the future.
9 How they now can argue that somehow --

10 MR. MARKS: I'm not saying that's going to prevent
11 him from working. I'm just saying that's what he's facing.
12 He believes because the DaVita stock is way down, he's been
13 given an assignment to run Healthcare Partners, not the kidney
14 section and the Healthcare Partners section is hemorrhaging
15 money, that his relationship with his boss Kent Thiry is not
16 great. It is problematic. And I believe he told Mr. Smith
17 and will say that he hopes to get through the calendar year of
18 2016, but he's not optimistic. He's an at-will employee with
19 no employment contract. And he does not believe that he will
20 be COO in 2017. He believes because of the economy, what's
21 happening in healthcare and his stock that he will not be able
22 to continue in that role.

23 The point is, Judge, his salary -- there's no bonus
24 in March this year. His salary is \$800,000. From her

1 dividends and interest, et cetera, Gabby will be in the same
2 ballpark of that salary. And his future regarding other
3 compensation he will be able to testify on the stand. But
4 that is at best problematic.

5 The mere fact that he did what he did had to do with
6 DaVita being one of the best performing stocks in healthcare
7 and him having options that vested during that four year
8 period. Dennis will testify that's not likely. You don't
9 have that window again, the window of the stock hitting. And
10 you would know that if you had people -- Atwood MGM, that the
11 stock -- they got options at five or 10 or \$20 a stock, went
12 to a hundred dollars. Those days aren't here for casino
13 executives any more than it will be for Dennis and he will be
14 able to explain that.

15 But in any event, Gabby will have enough money,
16 passive money, that she will never have to work for the rest
17 of her life without alimony and we would ask that based on
18 Shodler (ph) it specifically says you don't have to equalize
19 alimony, Shodler (ph) is, you know, is a case where they gave
20 the woman the note instead of alimony and the supreme court
21 reversed that. But there's nothing in Shodler (ph) that would
22 support an alimony award in this case.

23 Your Honor, lastly, Dennis wanted you to know that
24 while he was making all this money he was also doing his

1 medical missions. He's been doing his medical missions for
2 probably 20 years. And he would go to India, Asia, South
3 America to help children. He started his own charity, Bridge
4 of Life, to help children with cancer. So not -- it's not
5 just a guy that makes a lot of money, but he's been incredibly
6 charitable over the years.

7 Meanwhile, Gabby never participated in any of those
8 charities with him, even when he would travel to foreign
9 countries and logically your nurse wife would go with you, she
10 never had any interest not only in his business endeavors, but
11 his charitable endeavors. And during her deposition, I'm like
12 okay, what are you doing all day. You going to charity
13 functions or black tie functions? She wasn't doing charity
14 work even here.

15 So Your Honor, under the unique facts of this case
16 when you hear everything this week, we are asking that you
17 divide the estate equally. We are asking there be no alimony.
18 And since they have -- both have -- are going to have equal
19 money, Gabby's going to actually have more liquid money, that
20 each party pay their own attorney's fees and costs in the
21 case.

22 THE COURT: Okay. Thank you, Counsel. You may call
23 your first witness.

24 MR. SMITH: We call Dennis Kogod.

1 THE COURT: Please remain standing and raise your
2 right hand to be sworn.

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

6 THE WITNESS: I do.

7 THE CLERK: Thank you.

8 THE COURT: You may be seated. Counsel, you may
9 proceed.

10 DENNIS KOGOD
11 having been called as a witness by the Plaintiff and being
12 first duly sworn, testified as follows on:

13 DIRECT EXAMINATION

14 BY MR. MARKS:

15 Q Please state your name.

16 A Dennis Kogod.

17 Q Mr. Kogod, what was your date of birth?

18 A 8/14/1959.

19 Q And you grew up in Baltimore, Maryland?

20 A Until I was 17, yes.

21 Q And then you moved to South Florida?

22 A Yes.

23 Q You have two brothers, Mitchell and Larry?

24 A Correct.

1 Q How old is Mitchell?
2 A Fifty-two.
3 Q And Larry?
4 A I believe 58.
5 Q Mitchell lives in California; Larry in Florida?
6 A Correct.
7 Q Your parents' names are Sheldon and Marsha?
8 A Correct.
9 Q You were married once before?
10 A Correct.
11 Q You married a woman named Zelda in approximately
12 1979 when you were in college, correct?
13 A 1980, but correct.
14 Q Okay. 1980 is when you married her? When were you
15 divorced?
16 A 1984, 1985. I don't recall.
17 Q You had a child with Zelda, Joshua?
18 A Had a natural child and I adopted a child from her
19 first marriage.
20 Q Makisha.
21 A Correct.
22 Q You have two other children, Denise and Nika.
23 A Correct.
24 Q And they're twins born December 28th, 2007.

1 A Correct.

2 Q And their mother is Nadya Capsalas.

3 A Correct.

4 Q You do not suffer from any illness, mental or
5 physical, that will prevent you from working in the future,
6 correct?

7 A Doing the job I do given the surgeries I'm facing
8 getting on an airplane and flying 44 hours for a round trip
9 has taken a toll on me physically. So doing the current job
10 for a prolonged period, but that's not the reason that Mr.
11 Marks talked about the end of my career at DaVita.

12 Q I asked you this question in your deposition. I
13 asked you about your medical condition.

14 A Okay.

15 Q Do you know what you told me?

16 A Please tell me.

17 Q I'm not answering any of those questions, Mr. Smith.
18 Do you recall that?

19 A You were asking --

20 Q Do you want me to show you?

21 A You were asking about mental health problems, not
22 physical.

23 MR. SMITH: Can I have his deposition, please?

24 THE WITNESS: In fact, I'm quite sure we exchanged

1 information about a hip procedure you were having when I told
2 you I needed my hips replaced.

3 Q I'm going to go on for a couple of things and then
4 we'll go back to your depositions, we have it. You graduated
5 from Plantation High School in 1977, is that correct?

6 A Yes.

7 Q And you graduated from the University of Florida.
8 You went to -- from '77 to 1981, correct?

9 A Correct.

10 Q And what was your degree in?

11 A Business administration.

12 Q You -- you haven't got a master's degree, correct?

13 A Correct.

14 Q You don't have an MBA.

15 A No, sir.

16 Q That's rare in -- in your circumstances, is it?

17 A Yes.

18 Q And you've done some certificate programs over the
19 years, one at Wharton School of Business, one at Thunderbird
20 School of Business, but those were week long few day long kind
21 of programs, correct?

22 A One to two weeks, correct.

23 Q Other than that formal education, you have not
24 received any additional education during the time of this

1 marriage, correct?

2 A Correct.

3 Q After -- in or about college, you worked for a

4 company called Enforcement Security Corporation, correct?

5 A Correct.

6 Q You started as a security guard and ended up as the

7 vice president.

8 A Correct.

9 Q That was in about a two year period, correct?

10 A I think from a security guard to vice president was

11 longer than two years, probably a four year period.

12 Q Four years? You left that company in 1983.

13 A That sounds about right.

14 Q Okay. And your -- what were your duties as a

15 security guard, just watching some place, keeping it safe,

16 that kind of thing?

17 A Yes.

18 Q All right. And then when you were vice president,

19 how big was this company?

20 A It's a privately held company at the time, probably

21 revenue of about 10,000,000 a year.

22 Q Okay. And you were the vice president even though

23 you had not graduated from college yet? Or was it after you

24 graduated from college?

1 A I don't recall what year I made vice president, but
2 it was during the process.

3 Q And you were about 21 years old?

4 A Yes.

5 Q Okay. How did your duties change?

6 A As you described, as a security officer I did
7 uniformed, plain clothes, roving patrols. I went from
8 security officer to a branch manager of our Gainesville branch
9 and oversaw operations, penial responsibility for --

10 Q When you say penial responsibility, you handled the
11 expenses and payments for the firm or oversaw those payables,
12 receivables, that sort of thing?

13 A They all fell within the duties. I didn't
14 personally oversee them. When I refer to penial, I was
15 responsible for top line revenue and some level of
16 profitability back to the company.

17 Q When you say you were responsible for top line
18 revenue, that means that you were -- you had to ensure that
19 the money was being accounted for properly?

20 A No, I think it's more I was responsible for business
21 development and ensuring growth from a top line perspective.

22 Q But you left that company two years after you
23 graduated from -- from college. Correct?

24 A Yes.

1 Q And that was in 1983 when you went to work for
2 TeleMed.

3 A Correct.

4 Q And in -- TeleMed was -- you were living at that
5 time in Margate, Florida, when you were in TeleMed; is that
6 correct?

7 A No, I think I spent the first part still living in
8 Orlando with Zelda.

9 Q And then moved to Margate?

10 A Yes.

11 Q Is that -- did you move to Margate after you got a
12 divorce?

13 A Yes.

14 Q Okay. And you had an apartment in Margate?

15 A No, I lived with my parents.

16 Q Lived with your parents. And then you -- you live
17 with your parents and you worked for TeleMed for a couple of
18 years until 1985.

19 A I don't recall the exact time, but directionally,
20 you're correct.

21 Q Okay. You had indicated that -- that -- I'll just
22 -- if this helps your memory. In your deposition, you
23 indicated that in 1985 you went to work for Independent
24 Medical Associates.

1 A Correct.

2 Q And so tell me what you did with -- to TeleMed.

3 A TeleMed was a company that specialized in providing
4 electronic or computerized electrocardiography and spirometry
5 services to physicians that weren't qualified to interpret
6 EKGs and other pulmonary function test. So we simply sold the
7 hardware that allowed them to hookup to an over-the-phone
8 service that was either computer read or the physicians could
9 request cardiology, pulmonology, actual read and have the
10 results transmitted back to them within a very short time
11 frame.

12 Q It sounds like you knew your product.

13 A It was one product. It -- it was a box --

14 Q So you have your --

15 A It was a box that connected to an EKG machine and a
16 box that connected to a spirometry machine.

17 Q Okay. And you -- that product is what you sold at
18 TeleMed. You were a sales associate?

19 A Yes, we actually rented the equipment. It was a
20 monthly service.

21 Q Rented. So you would go to doctors offices and --
22 and try to sell them on -- on purchasing or leasing this --
23 renting this sort of equipment, correct?

24 A Correct.

1 Q Okay. And you -- that was in the -- and was that in
2 the Margate area or in the Miami area? How -- what was your
3 area there?

4 A No, my territory was actually Central Florida up
5 through Southern Georgia and over to Tallahassee.

6 Q Okay. So you traveled a bit to go around to those
7 various physicians to sell the product, correct?

8 A Extensively, yes.

9 Q Did you -- did you drive most of that time?

10 A A hundred percent.

11 Q Okay. The -- then you went to work for Independent
12 Medical Associates in '85. What were our job duties there?

13 A I was a sales representative. Independent Medical
14 Associates was a distribution company that represented five or
15 six medical manufacturers that didn't have their own sales
16 force. And I was a sales representative selling their product
17 line into hospitals in Palm Beach -- I'm sorry, I want to say
18 -- I'm sorry, Broward and Dade County and down to the Keys.

19 Q Okay. And you -- same idea. You went to hospitals
20 and to doctors offices and pitch the products that you had
21 that were represented by Independent Medical Associates.

22 A Correct.

23 Q So they were sort of a middle man for the product to
24 the physician in the hospital.

1 A Correct.

2 Q All right. And then you went to work for a larger
3 company, Pilling, in 1987, correct?

4 A I went to work for Pilling. It was a privately held
5 company when I went to work for them with annual revenues of
6 approximately 30 to \$40,000,000.

7 Q Okay. And Pilling sells surgical equipment,
8 correct?

9 A They sell surgical instruments.

10 Q Yes. And in the same notion, you visited doctors in
11 their offices and so forth to sell them surgical instruments,
12 correct?

13 A More geared towards hospital based physicians, but
14 yes.

15 Q Okay. Because that's where the surgical instruments
16 would be utilized, correct?

17 A Correct.

18 Q The -- and Pilling was the actual manufacturer of
19 those surgical instruments or was -- did they purchase -- were
20 they the middle man as well?

21 A They manufactured their specialty line of
22 instruments and they purchased their general surgical line
23 from different countries.

24 Q Okay. So some they manufactured, some they

1 purchased, but all of which you sold to the hospitals, right?

2 A Or surgery centers, correct.

3 Q Or surgery centers. And you would travel around
4 with a box of, what, catalogs and -- and gifts and sell the
5 stuff, correct?

6 A I -- I wouldn't say gifts. Catalogs and show boards
7 of the instruments laid out; yes.

8 Q But it's not appropriate to have gifts, right? I
9 mean, there's some law against that. Okay. The -- the
10 day-to-day duties include that though, just traveling around
11 like a traveling salesman with your -- your catalogs and
12 boards and so forth, correct?

13 A Yes, I had --

14 Q Did you receive any specialized training at Pilling
15 in regard to the sales area? Did they have -- like did they
16 put you through training or anything like that? Or is that
17 something you just already knew from your work at TeleMed and
18 -- and Independent Medical Associates?

19 A It was a one week training program up at the
20 headquarters.

21 Q Okay. And then you were asked to sell.

22 A Pretty much.

23 Q Because if you can sell, you can sell, correct? The
24 -- in 1987 to '89 you were a sales representative in South

1 Florida, correct?

2 A Correct.

3 Q And then in '89 they made you a regional sales
4 director. This is again with Pilling, correct?

5 A Regional sales manager, yes.

6 Q Regional sales manager. And that -- what -- how did
7 your duties change from, you know, a sales person to a
8 regional sales manager?

9 A Instead of selling the product directly, I was
10 responsible for managing a sales force that sold the products
11 directly.

12 Q When you say managed, you keep in touch, you
13 motivate, you figure out what they're selling and that sort of
14 thing? What is it that you did that was different?

15 A He would train, he would ride along with them,
16 observe their sales techniques, how they plan their day. So
17 rather than have a territory myself I was responsible for the
18 sales reps under my -- my territory.

19 Q You still traveled quite a bit though?

20 A I traveled half of the country, yes.

21 Q Okay. And you -- you did -- did you have a set
22 office that you worked out of or was -- you -- were you just
23 on the road?

24 A I had an office in Delray Beach.

1 Q But most of your time was on the road?

2 A Probably three days a week.

3 Q Okay. Three out of the five. All right. Did you

4 receive any specialized management training for the regional

5 sales director or real manager position?

6 A No.

7 Q Okay. And that's when you met Gabby, right, was in

8 that time frame in 1990 you met Gabby when you interviewed her

9 for a position in New York.

10 A I believe so, yes.

11 MR. SMITH: And Your Honor, just for the record, I'm

12 going to -- I want to call Gabrielle Gabrielle, because that's

13 the way she's addressed in all of the pleadings, but I'm going

14 to slip into Gabby so you'll know who that is.

15 THE COURT: Okay. All right.

16 Q The -- the -- your -- so your day-to-day duties at

17 that time were traveling around, working with the various

18 salespersons of which Gabby was about to become one, correct?

19 A Correct.

20 Q And she did in fact get that position.

21 A She did.

22 Q Okay. And you two became romantically involved,

23 correct?

24 A We did.

1 Q And at some point in time you discussed and agreed
2 that she would move from her -- she was in New York, right?
3 She was -- that's where she's from.

4 A Manhattan, correct.

5 Q Right. She grew up in Brooklyn and was living in
6 Manhattan, right?

7 A Correct.

8 Q And she was already a successful salesperson and
9 Pilling had reached out to her in order to recruit her for
10 that company, correct?

11 A I don't know if she came through a recruiter, but
12 she had a successful sales background with Clinipad prior and
13 a clinical nursing background on top of that.

14 Q Okay. And -- but you had agreed based upon your
15 relationship that she would move to Florida, correct?

16 A Yes.

17 Q Did you do that before you were married?

18 A Yes.

19 Q And when she lived in Florida in approximately the
20 1990, '91 area, sometime during that time, she lived with you
21 and is it Mitchell or Larry in an apartment?

22 A It was Mitchell. And I don't know if it was the
23 whole period, but it was Mitchell's apartment we moved into.

24 Q Okay. You and -- you and -- and Gabrielle moved

1 into Mitchell's apartment?

2 A Correct.

3 Q At that time, what did you have? What -- what was

4 your property?

5 A I didn't have any property. It was a rental.

6 Q Did you -- did you have any assets?

7 A A car and a small --

8 Q No savings?

9 A -- a very, very small bank account.

10 Q No money of -- no investments of any kind?

11 A No investments of any kind and a child support

12 obligation that I was fulfilling.

13 Q Essentially you were broke.

14 MR. MARKS: Objection.

15 THE COURT: What's the evidence of your objection?

16 MR. MARKS: Mischaracterizes his answer. He gave --

17 he said what he had.

18 THE COURT: Overruled.

19 THE WITNESS: I don't think I'd call it broke. I

20 never had to worry about if I was going to eat my next meal or

21 make my car payment.

22 BY MR. SMITH:

23 Q Maybe poor choice of words. You didn't have any net

24 worth whatsoever, correct?

1 A Correct.

2 Q You and Gabby decided to marry, correct?

3 A Correct.

4 Q And you married at the U.N. in New York in July of
5 1991, correct?

6 A Correct.

7 Q Okay. In your pretrial memo, it says '93, but
8 that's just a typo, correct?

9 A Correct.

10 Q All right. So July 20th at 1991 at the U.N. in New
11 York you were married. After that, a very short time after
12 that, Pilling relocated you to -- from South Florida to
13 Horsham, Pennsylvania, correct?

14 A Somewhere -- somewhere in the November time frame,
15 correct.

16 Q Okay. So in the June, July through November time
17 frame you lived in Mitchell's apartment?

18 A Correct.

19 Q Okay. And then you moved into an apartment at
20 Horsham, Pennsylvania, correct?

21 A A company furnished apartment, yes.

22 Q Okay. And what was the -- the difference in -- what
23 was the -- you were -- you had become what you describe as a
24 newly created position as national sales director; is that

1 correct?

2 A Correct.

3 Q What does -- what did that entail?

4 A Rather than having a limited geography as the
5 eastern regional sales manager I had responsibility for the
6 sales function across the country.

7 Q Was it different in the way that you conducted your
8 job?

9 A I don't think it was different. I just had far more
10 geography and far more sales reps reporting up to me.

11 Q Okay. Did you over time -- your first management
12 position was -- was as their manager -- regional sales
13 manager. As a national sales director, did you gain any skill
14 in dealing with the sales reps and how to deal with them and
15 -- and inspire them to sell more product?

16 A I would like to think that over the course of time I
17 got better at my job and consequently was better helping them
18 do their job.

19 Q How do you get better at a job like that?

20 A I think you go on enough sales calls and you see
21 good salespeople and bad salespeople and you pick and choose
22 and hopefully you're a good student and a good listener and
23 you improve your own skills.

24 Q And that was you.

1 A I think so.

2 Q Well, that's why you were advanced, right, is
3 because you kept -- you had the ability to learn on the job,
4 see what was there and make adjustments in your behaviors,
5 your advice, your sales pitches and the like, correct?

6 A I would like to think so.

7 Q Well, then I -- it -- you did -- I don't know about,
8 I'd like to think. I want to know if you felt that way. Did
9 you feel that you had improved in the quality of the work as
10 time went on?

11 A I do.

12 Q And in fact, you are the very person you described.
13 You listened, you made adjustments, you -- you made different
14 sales pitches, you saw what worked and you applied it.

15 A I tried.

16 Q Well, the answer is you did, correct?

17 A Not all the time, but I tried.

18 Q Okay. But in most circumstances you did and you
19 were successful at it, correct?

20 A I -- I worked hard and I was recognized for that
21 through the promotions.

22 Q The -- when Gabrielle moved to Florida, she had to
23 change her job, right? She -- she didn't -- she continued to
24 work for Pilling but then took on -- she had to take on a

1 different position; is that correct?

2 A Correct.

3 Q Because there wasn't a position for her in Florida
4 in the same structure that she was working in New York,
5 correct?

6 A And we had jointly decided not to disclose to my
7 employer, our employer, that we were romantically involved.
8 So taking a job with them would have been problematic.

9 Q Why did -- was there a policy at Pilling against
10 having a romantic relationship with an employee?

11 A I don't know if there was a policy. It was more
12 about the optics. I can't tell you today if there is a
13 written policy.

14 Q By optics, you mean it just would look bad to the
15 employer, correct?

16 A Correct.

17 Q That was your view.

18 A That was my view.

19 Q All right. The -- so then you moved to
20 Pennsylvania. Was there any discussion about remaining in
21 Florida so that Gabby could advance her career in Florida?

22 A Gabby was working for -- the answer is I don't
23 remember what specific conversations we had about the job. I
24 do recall -- it was Philadelphia. She was very close to her

1 family which lived in New York. So spending more quality time
2 with them which I think was important to her became easier
3 from South Florida. It was a career promotion and I think at
4 the time Gabrielle was doing telephonic recruiting of
5 traveling nurses.

6 Q Her job wasn't as important as yours at that point,
7 was it?

8 A At that particular time she chose a job that
9 probably wasn't as important as mine.

10 Q So the decision was made jointly in part because
11 Gabby was for it because she could be closer to family but in
12 part to follow you in your career advancement, correct?

13 A I can't recall the conversations we had, but those
14 are reasonable assumptions.

15 Q Well, I'm -- I'm not -- I'm asking you to draw on
16 your best memory on why Gabrielle decided to move with you to
17 Pennsylvania. Was it to help you advance your career?

18 A I honestly don't remember the conversations we had
19 about it. I just know we ended up moving and taking the
20 promotion.

21 Q Okay. And the -- you then purchased a home in
22 Pennsylvania. Was that in Horsham or was that in the
23 Lansdale?

24 A It was in Lansdale.

1 Q Okay. So you purchased -- it was a model condo in
2 Lansdale, right?

3 A A townhouse.

4 Q A townhouse. Okay. Never have quite understood the
5 difference. But the -- the -- you purchased this townhouse,
6 you lived in the townhouse. The down payment came from
7 Gabby's selling a portion or -- or transferring a portion of
8 her 401(k), correct?

9 A Correct.

10 Q And then you lived in that home for a couple of
11 years until you were promoted again when Pilling acquired Weck
12 from Bristol Myers Squibb, correct?

13 A Correct.

14 Q And at that time you became vice president of sales
15 and marketing?

16 A Vice president of sales.

17 Q Okay. In your deposition, is there a reason why you
18 said vice president of sales and marketing? Was that just a
19 mistake?

20 A Sequentially, you're right. It just didn't happen
21 at the same time.

22 Q Oh, I see. So you first became vice president of
23 sales and then your responsibilities then began to include
24 marketing, correct?

1 A The company had some financial difficulty as they
2 decided to downsize some of the corporate G&A and combine
3 sales and marketing. So I picked up the marketing function.

4 Q Did that help your education as a -- an executive?
5 You have never worked in marketing prior to that, did you?

6 MR. MARKS: Objection, compound.

7 MR. SMITH: I -- I'm --

8 THE COURT: Sustained.

9 MR. SMITH: Okay. That's fine.

10 BY MR. SMITH:

11 Q But you never worked in marketing prior to the time
12 that you became vice president of sales and marketing, did
13 you?

14 A No, I didn't.

15 Q And did the -- the addition of the responsibility of
16 marketing increase your education or your ability in that
17 field?

18 A I don't think I was a very good marketer, so --

19 Q But you learned how it was done.

20 A I learned somehow it was done.

21 Q In other words, there were things that you did not
22 know about marketing that you learned perhaps the hard way
23 when you worked for Pilling and took that position, correct?

24 A Reasonable assumption, yes.

1 Q But is it true?

2 A I'm sure I learned something. We're talking about
3 1994. I didn't stay in the job long, so I think that was
4 indicative of the value I was adding to the company.

5 Q Okay. But you would agree with me that you did
6 learn something about additional field as vice president of
7 sales marketing. The reason I ask you that, Mr. Kogod --

8 MR. MARKS: Your Honor compound. So he just said
9 that. That would call for a yes or a no and then he just
10 asked --

11 THE COURT: Sustained.

12 MR. MARKS: -- another question.

13 BY MR. SMITH:

14 Q Okay. Because I think we have already established
15 that. We have established that you did learn something from
16 the role as vice president in marketing, correct?

17 A Correct.

18 Q So -- and -- and the reason I ask you that is
19 because didn't that translate later on when you became a
20 higher executive or you controlled more aspects of a company
21 to have that background in the marketing area?

22 A I -- I couldn't describe how much value came from a
23 marketing role for a year with a -- an unimpressive track
24 record, but I'm sure from a resume perspective it was more

1 impressive than it actually should have been.

2 Q Okay. But did that interim -- did that education,
3 did that experience translate into a better understanding of
4 your role in future or subsequent jobs?

5 A I'm sure it was helpful.

6 Q You relocated as part of that taking on the first
7 the vice president of sales position to North Carolina,
8 correct?

9 A Correct.

10 Q And part of the reason for that is because the --
11 Weck had consolidated its headquarters and Research and
12 Triangle Park which I assume is somewhere in the
13 Raleigh-Durham area?

14 A The medical headquarters consolidated from Fort
15 Washington, Pennsylvania to Research Triangle Park.

16 Q Okay. And was there any -- and -- and when you
17 moved to Pennsylvania, Gabrielle took another position in
18 Pennsylvania, correct? Do you recall what that was?

19 A I think she started at osteopathic as a nurse
20 recruiter and then became part of the graduate system. And
21 she was a clinical nurse manager overseeing some specialty
22 areas within the hospital, but I don't recall which ones.

23 Q Okay. But she -- she changed her job from Florida
24 then changed her job to Pennsylvania and then again changed

1 her job for a completely different company or different area
2 in -- in fact in North Carolina, correct?

3 A Correct.

4 Q And in North Carolina, do you recall what she did?

5 A She started her career at Kaiser. I think Kaiser
6 didn't do well in North Carolina and then interviewed and was
7 accepted at the North Carolina Board of Nursing.

8 Q Were you -- did you ever -- were you ever there at
9 the Board of Nursing to see what Gabby did on a day-to-day
10 basis?

11 A No.

12 Q But you had discussions with her obviously when she
13 would come home and she would talk about her work, right?

14 A Correct.

15 Q Just as you would. You would talk about your work.

16 A I don't recall what frequency, but I recall the
17 conversations and Gabrielle, she was excited about her job.

18 Q Okay. But you would talk about your work too. That
19 was something that you two did as a couple. You would talk
20 about work, correct?

21 MR. MARKS: Objection, compound.

22 A I'm -- I'm sure we --

23 THE COURT: Overruled.

24 A -- discussed my work. I just don't know how

1 extensively or not.

2 BY MR. SMITH:

3 Q Did you receive any specialized training when you
4 took over the vice president's position at Pilling?

5 A No.

6 Q How were your job duties different from what you
7 were doing as a national sales director?

8 A We had acquired a -- a creative product line that
9 was in surgical ligation that was very complementary to
10 surgical instruments. So in a nutshell, the product portfolio
11 expanded to include Weck's product line. And I -- I had
12 overall sales responsibility for the domestic sales floors.
13 And it now included a broader product portfolio.

14 Q And a rollout of a new product.

15 A I'm sure we rolled out a bunch of new products over
16 the years.

17 Q Okay. And a -- a training for all the individuals
18 who were designed to sell that.

19 A There was a three to five day training program when
20 we brought the companies together.

21 Q And as president, you oversaw the -- or excuse me,
22 vice president of sales. You oversaw that training program,
23 correct?

24 A And actually, the vice president of marketing at the

1 time, his team of product managers put the training program
2 together consolidating the sales forces. It was held in North
3 Carolina. And I recall sitting in the audience like everyone
4 else listening.

5 Q As vice president of sales, did you have national
6 duties as you did in the -- as the national sales director?

7 A I did.

8 Q Okay. So did your job involve any kind of different
9 activities other than any of those that you had with the
10 national sales director?

11 A Just they were very similar with the exception of
12 the product line was expanded. And we may have had more sales
13 reps, but I don't recall the numbers.

14 Q So as the -- the vice president of sales, describe
15 your day for me. Do you travel to different places to meet
16 with sales representatives like you did as a sales manager or
17 do you sit in an office, look at schedules, look at P&Ls, look
18 at financial information and make decisions?

19 A Probably add one more day a week of looking and
20 working with the manufacturing people looking at things like
21 sales forecasting and probably sitting in on some R&D meetings
22 on new product development. But for the most part, my job
23 took me in the field traveling with sales reps, riding along
24 with them. And at the appropriate time, making some

1 presentations that they weren't comfortable making.

2 Q And the R&D part of it was not something you would
3 do however as the sales director, correct?

4 A I was not responsible for R&D, but as the person
5 representing the sales force and the supposed needs of the
6 customers, it was just good input; one of many sitting around
7 the table.

8 Q Sure, but that's not -- that -- in other words, that
9 was an expansion of your duties as a vice president of sales
10 and you started to become more knowledgeable and involved in
11 the R&D product -- or R&D of the product, correct?

12 A I would characterize it a little differently, the
13 sophistication of the company changed. Pilling was not an
14 innovative new products company. Weck coming from the pharma
15 owned was far more innovative in terms of developing new
16 product lines. So it wasn't -- I didn't do it before. We
17 just didn't roll -- we would roll out a new modification of a
18 widget. The tips of a four set would be bent at a different
19 angle.

20 Q Okay.

21 A That was Pilling's innovation. Weck was moving from
22 reusable products to disposable products, combinations
23 starting to get into the area of laparoscopy, so --

24 Q Just a more dynamic view of products and the

1 marketability of new technology; is that a fair statement?

2 A Sure.

3 Q And you were involved in that. You had the
4 opportunity to -- to be involved as president of sales to see
5 how Weck handled its products and that the emphasis on
6 research on development.

7 A Yeah, I want to clarify. You said presidency. I
8 was vice president of sales.

9 Q Vice president of sales. Thank you.

10 A I -- I would say that I had a seat at the table, as
11 did the marketing people and the product managers, the
12 manufacturing people. But given that Weck was more than
13 innovative company, I was certainly gaining some new insights
14 into the rollout of new products.

15 Q A lot of travel involved in that job as well,
16 correct?

17 A I believe so.

18 Q How many days a week were you -- were you gone if
19 you -- if you recall?

20 A Between two and three and sometimes I would be gone
21 for a week and sometimes I wouldn't travel at all. But on
22 aggregate, two to three.

23 Q Around 1996 you took on a new position as vice
24 president of corporate accounts and international; is that

1 correct?

2 A I don't remember if it was '95 or '96, but somewhere
3 in late '95, early '96 I did.

4 Q How did your job duties differ from the previous
5 position in that position?

6 A I gave up responsibility for sales and marketing and
7 I took on responsibility for corporate accounts, for example,
8 a hospital chain instead of an individual hospital, working
9 more with the group purchasing organizations that were
10 emerging in the country that would buy on behalf of hospitals.

11 Q Is that something new at that time?

12 A GPOs?

13 Q Yes.

14 A They were getting stronger. It wasn't a new
15 concept, but as hospitals were starting to consolidate, they
16 wanted to be able to leverage their buying power and group
17 purchasing organizations took on a more prominent role.

18 Q Different selling that kind of group than it is to
19 sell an individual doctor?

20 A Yes.

21 Q The dynamics are completely different, wouldn't you
22 agree?

23 A I would say the GPO was focused on price and
24 rebates, because that's how they made money and selling to

1 surgeons that was more on the virtue and the value of the
2 product.

3 Q So you learned a whole different type of
4 salesmanship on a much marg -- larger level. In other words,
5 the sales -- well, you learned a different kinds of
6 salesmanship to a different type of group, correct?

7 A I added to my portfolio of salesmanship, yes.

8 Q And those sales were substantially larger than sales
9 to individual doctors.

10 A Well, I -- I should clarify. It wasn't a sale. It
11 was getting a contract to be part of a GPO. I -- I didn't
12 walk in and walk out with an order of \$10,000,000. What I
13 walked out with was a fishing license that then the sales
14 representatives could go to a hospital and say we belong to
15 the magnet purchasing group, for example. So different --

16 Q Okay.

17 A -- sale, financially driven. And what it did is
18 help enable the sales reps as hospitals were tightening their
19 purchasing and trying to consolidate purchases for maximum
20 rebates; it allowed our sales reps to reference that we now
21 had a contract with one of the big purchasing groups.

22 Q All right.

23 A But it didn't assure that it -- it was an invitation
24 to the dance. The sales reps still had to sell.

1 Q That type of -- of we could call it selling or
2 contractual negotiation, is more of a higher executive level
3 discussion or negotiation than someone going to a doctor's
4 office and saying hey, look at these great products, you would
5 agree?

6 A I think using your example, I would. Part of the
7 day-to-day selling also entailed walking into a chief
8 executive officer or chief nursing officer of a hospital. So
9 I think physician, not unsophisticated, but intensely focused
10 on their procedure and products that were going to help them
11 do their job better. Hospital executive is more focused on
12 value and price, striking that right balance. And a finance
13 person at the GPO that's thinking about contracts, scope of
14 product line, terms, AR, rebates, et cetera. So really three
15 different constituents.

16 Q Right. And those -- again, in -- in response to my
17 question, those are the type of negotiations that you learn as
18 a high level executive as opposed to a salesman. You wouldn't
19 send a salesman associate who was only used to dealing with
20 doctors into that kind of negotiation, would you?

21 A Not unless they were exceptional.

22 Q Okay. But you were exceptional because you had the
23 experience behind you in which you learned about that product
24 not only -- or those selling not only as a -- a sales

1 representative but as a executive for some period of time
2 prior to that, correct?

3 A Well, and I appreciate the reference to exceptional.
4 I would just say I was good at my job and I -- I was good at
5 my job. Whether I was exceptionable, it's relative to other
6 people in the industry. I don't know how to manage that.

7 Q And -- and frankly if I was answering that question,
8 exceptional is probably all I heard. But the gist of my
9 question was you were able to do that based upon the
10 experience that you had had prior to that position, correct?

11 A Yes, it contributed to the success in that role.

12 Q The -- you also took on the international program.
13 Tell me about that. What did -- what were you required to do
14 that was different from your previous job?

15 A We had a small subsidiary in Toronto that was worth
16 about \$8,000,000 a year of top line revenue, small country,
17 small market. We had a small distribution subsidiary in Asia
18 Pacific out of Singapore. And in some countries they would
19 sell direct; in most companies as this is the case in Asia
20 they would use local distributors. And we had a very small
21 presence in a few Latin American countries. So I was
22 responsible for working with our international affiliates as
23 they worked to increase sales in the various markets.

24 Q So even though you had the small presences --

1 presence in the -- these various markets, you were required to
2 travel some period of time to those markets to help them with
3 their -- their sales, correct?

4 A Correct.

5 Q So you traveled for example to China on occasion in
6 order to aid your company in that market.

7 A Correct.

8 Q And your trips in those regards would be a couple of
9 weeks at a time, correct?

10 A I don't remember the duration, but given the cost
11 and the travel, it's unreasonable to think you'll go in three
12 to five days. So I'm going to venture a guess that any
13 international trip was anywhere from seven to 14 days.

14 Q Okay. The guess would be not a guess. It would be
15 based upon your experience of international travel in or about
16 that time, correct?

17 A That time, it's changed considerably to the current,
18 but that's -- that's right.

19 Q We'll talk about that.

20 A Sure.

21 Q But at that time, there were times where you would
22 be gone a week or two weeks on international travel from the
23 period of 1996 until sometime before 2000 when your position
24 changed again, correct?

1 A Correct.

2 Q All right. Then in -- in some time in the 1994 to

3 '96 time frame Weck was purchased by Teleflex.

4 A Teleflex acquired Pilling and Weck -- Teleflex

5 acquired Pilling from the founder's private equity fund and

6 then Teleflex acquired Weck.

7 Q Okay.

8 A So I think from a sequencing perspective, I'm going

9 to say somewhere around 1992, we can probably Google that,

10 that Teleflex acquired the assets of Pilling Surgical from the

11 founder's court which was again a private equity fund.

12 Q Okay. So Pilling -- so Teleflex was -- was involved

13 even from the time you started with -- well, when you were

14 just a few years into Pilling, correct?

15 A I -- I think I started in Pilling in 1987 and I

16 think Teleflex acquired the company. And -- and I'm going to

17 guesstimate here. Somewhere between '92 and early '93.

18 Q And then, you know, Teleflex was a much larger

19 company. They were a Fortune 500 company; is that correct?

20 A At the time, they were. Yes.

21 Q I -- I take it they're no longer?

22 A They've -- yes, they're no longer a Fortune 500.

23 Q Okay. The -- so from 1996 to approximately 2000,

24 you worked for Teleflex --

1 A Yeah.

2 Q -- Surgical Group, correct?

3 A Until 1999 when I went to work for Teleflex Medical
4 Group, another subsidiary.

5 Q All right. We'll talk about that. So Teleflex is a
6 -- a medical original equipment manufacturer, correct? They
7 actually manufacture the stuff they sell.

8 A Yeah, so can I describe Teleflex just so you're --

9 Q Please.

10 A -- clear? At the time they were a very diversified
11 holdings company. They were primarily an automotive company.
12 I mean, some of the technology you put a -- you -- you pull a
13 lever in your car and your gas tank opens. That early
14 technology was Teleflex. Aviation, they did a lot of loading
15 and cargo systems for most of the nature of carriers and jet
16 engine repair on sight at a lot of the international airports.

17 The only brand that they actually sold their own
18 name was in the marine business. They owned a small company
19 called Hummingbird which is I think a depth finder, a fish
20 finder. And they acquired Pilling and then Weck and they
21 formed a medical group.

22 Within the medical group, there were two components.
23 There was Teleflex Surgical which was Pilling and Weck and
24 over the years I think they bought an orthopedic company .

1 called Kmedic. They bought another surgical disposable
2 company called Horizon. Then there was Teleflex OEM, Teleflex
3 Medical which was a manufacturing company that worked with
4 some of the big medical device companies that couldn't fund
5 their own manufacturing. So the concept was given to Teleflex
6 Medical. And we have manufacturing facilities both in New
7 Hampshire and one or two sites in Ireland and they would do
8 the manufacturing under the manufacturer's name.

9 Q Okay. So -- so thank you for that. So you took on
10 the position as corporate vice president. Was there a type of
11 vice president that you were? Were you in charge of a
12 particular item between 1996 and 1999?

13 A I was primarily responsible for corporate accounts
14 which was hospital consolidation, integrated health systems,
15 BAPTA system for an example. Here in Las Vegas just to put it
16 in perspective, it would be the Valley system or HCA or
17 Dignity. And then I was responsible for the P&L of our
18 international affiliates.

19 Q Okay. So distilling that, you were -- these large
20 hospital groups were who you dealt with.

21 A Yes.

22 Q Okay. And what -- how did your job change between
23 the -- the position that you were handling as vice president
24 of corporate accounts and international to the corporate vice

1 president in 1996?

2 A Well, the -- the role I just described was corporate
3 vice president.

4 Q Okay.

5 A So what -- what I -- maybe it's easier to tell you
6 what I gave up and what I took on. From a vice president of
7 sales and marketing to a corporate vice president, in that
8 transition I gave up sales responsibility, managing the
9 domestic sales force.

10 Q Right. So you no longer went out to -- and gave
11 presentations and met with salespeople. That was no longer
12 your responsibility.

13 A I might occasionally ride with a sales
14 representative to introduce them to a corporate account.

15 Q I see. Okay.

16 A And I no longer had the marketing function which
17 I've already described I was --

18 Q Yeah.

19 A -- pretty bad at to begin with. So in my role, I
20 was responsible for selling corporate accounts, getting them
21 interested, looking at Teleflex as a supplier to them and
22 developing a corporate contract in some cases bypassing the
23 Group Purchasing Organization. And I was responsible for the
24 P&L of Canada, Asia Pacific and Latin America.

1 Q How did you learn to bypass the Group Purchasing
2 Organization?

3 A A lot of the sophisticated integrated health
4 networks realized that they were paying rebates to the GPO to
5 do what they could -- they had enough size and leverage now
6 where they didn't necessarily need to have an intermediary
7 between them and the manufacturer. And they would expect that
8 those monies, the rebates that were paid to the GPO would be
9 passed on to the hospital. So just more sophisticated buyers
10 that came through consolidation.

11 Q Okay. And more sophisticated contracts, correct?

12 A Most likely.

13 Q You had the help of, I take it of corporate counsel
14 and outside counsel to work you through some of the
15 contractual provisions. Did you -- did you take a bevy of
16 lawyers with you or was it a sales thing and then the lawyers
17 would come in and -- and finish the deal?

18 MR. MARKS: Your Honor, it's compound.

19 THE COURT: Sustained.

20 BY MR. SMITH:

21 Q Okay. But did -- was it a situation where you would
22 take lawyers with you to the sales pitches or to the
23 discussions? Or was it something that you made the deal and
24 then the lawyers would come in and negotiate the terms?

1 A Number one; we didn't have a general counsel at
2 Teleflex Medical or Teleflex surgical. We had to rely on the
3 Teleflex general counsel.

4 Q Okay.

5 A Number two, it was a sales call. And if a contract
6 were to be what -- what ended up coming out of that meeting,
7 then it would be sent off to legal and they would use their
8 boilerplate, do the back and forth with -- with the customer.

9 Q You -- you had to develop some level of
10 sophistication about the laws that were applicable to those
11 particular contracts, correct?

12 MR. MARKS: Objection, relevance to law and
13 contracts, Your Honor.

14 MR. SMITH: I'm just talking about things that he's
15 learned over the time of the course of his work.

16 THE COURT: Overruled.

17 THE WITNESS: I'm sure I learned a little something
18 about contracting, but given that the contracts were sent to
19 the counsel and then they would work with the hospital's own
20 counsel, I -- I wasn't terribly involved in that process.

21 BY MR. SMITH:

22 Q The -- did you receive any specialized type of
23 training when you took on the position as corporate vice
24 president?

1 A No.

2 Q The last nine or 10 months that you worked for

3 Teleflex you worked in the OEM division.

4 A Correct.

5 Q Okay. What is the OEM division?

6 A That's the division I described where we would

7 manufacture products under the -- under the original

8 manufacturer's name where they just didn't either have the

9 funds or the manufacturing capacity to bring a product to

10 market.

11 Q So it would probably be a license and then you have

12 the ability to market or to --

13 A No.

14 Q -- manufacture or how does that work?

15 A Just manufacturing. They marketed under Bard, 3M,

16 Metronics, The Boston Scientific. If they had capacity for 10

17 products and they really liked an 11th one and they couldn't

18 do it themselves, they would farm that work out and we'd

19 literally become the manufacturer and every piece of equipment

20 that came off the line would have their name on it, not ours.

21 Q So that in essence is a new type of work that you

22 were doing working with manufacturing and -- and contracts

23 regarding manufacturing.

24 A Correct.

1 Q Is -- was there any training in regard to that
2 position?

3 A I think I had one week with the outgoing president.
4 That was the extent of my training.

5 Q Is that -- is that why your position changed at that
6 time because the outgoing president left the company?

7 A Correct.

8 Q Okay. And you then took a -- you were actually
9 stationed for that job in New Hampshire, correct, Jaffrey, New
10 Hampshire?

11 A The facility was in Jaffrey. I was housing out of
12 Nashua.

13 Q Okay. Which is close, I assume.

14 A About 45, 50 minutes each way through the mountains.

15 Q Okay.

16 A But you wouldn't want to live in Jaffrey. It's --
17 it's a small little manufacturing town.

18 Q I see. And so in -- the corporation paid for your
19 housing in Nashua, correct?

20 A Correct.

21 Q And you had some sort of corporate housing, a condo
22 or a house or something or what did you have?

23 A They rented a -- an apartment and we leased
24 furniture.

1 Q But during that period of time, that was when you
2 were In North Carolina. Your home was in North Carolina,
3 correct?

4 A Correct.

5 Q And you and Gabrielle were living in North Carolina.
6 So she remained at least for those last eight months in North
7 Carolina, correct?

8 A Correct.

9 Q You had thought about purchasing a home in New
10 Hampshire and I think Gabrielle and you actually looked at
11 something there, but then your position changed, correct?

12 A We actually put a deposit down on a home. I think
13 Gabrielle made two house visiting trips up to New Hampshire.
14 The real estate was hard to find, supply and demand market.
15 And we found a house, we put down a deposit, we made all of
16 our selections, color and floor. And then the opportunity to
17 join Gambro.

18 Q Now all of these decisions by this time, Mr. Kogod,
19 they all became really centered around your career. There was
20 no consideration of what the effect on Gabrielle's career
21 would be for you to move to various places, correct?

22 A I -- I can't agree with that. I -- I think that
23 there was a good discussion about what was best for us. So to
24 characterize it as I was making the decisions based on my

1 career, I -- I can't agree with that.

2 Q No, I'm not suggesting that you were making the
3 decision. In fact, I'm -- I'm suggesting the opposite, that
4 you jointly chose to make the decision to follow your career,
5 correct?

6 A Correct.

7 Q All right. So you -- I think you describe that a
8 fellow by the name of Mary -- Larry Buckelew who was your CEO
9 at Teleflex, correct?

10 A Correct.

11 Q You had seen him at an airport I think it was and
12 you had a conversation with him that led to an offer by Mr.
13 Buckelew when he became the COO at Gambro, correct?

14 A There's a little more to it than that, but
15 directionally Larry was my boss at Teleflex for the last X
16 number of years, probably three or four. Larry left to go
17 take a job at Gambro's or COO. He called me one day in New
18 Hampshire and said I'm at this great company, it -- it's a
19 train wreck, but they're good people. They do good things and
20 I met him about a week later at the Admiral's Club in North
21 Carolina Airport.

22 Q Now relationships are an important part of moving in
23 the corporate world, you would agree?

24 A It can hurt or they can help you. They cut both

1 ways.

2 Q Okay. In this instance, it absolutely helped you,
3 correct? Your position at Gambro was better than your
4 position at Teleflex in terms of pay, correct?

5 A Yes.

6 Q So you moved to -- and Gambro was located in -- I
7 think their main headquarters was in Denver, as I recall. But
8 you actually moved to California to take over as vice
9 president of their western region. I don't know if I got the
10 title correct or not.

11 A Gambro was a Swedish company located in Stockholm.
12 Their US presence on the service side was in Lakewood,
13 Colorado.

14 Q Lakewood, Colorado. That's near Denver?

15 A Suburb.

16 Q Okay. And then -- but you didn't move to Colorado.
17 You moved to California.

18 A Correct.

19 Q Why was that?

20 A The regional office that somewhere along the line
21 was part of a consolidation strategy that Gambro had. The
22 corporate office had served the western part of the country
23 was at that time in Aliso Viejo which is in Orange County.

24 Q And that's where your office was. Your physical

1 office was in Aliso Viejo?

2 A Correct.

3 Q All right. And you were the president of the west
4 division.

5 A Correct.

6 Q And that encompassed eight states as I recall.

7 A We had operations, not in eight, but theoretically.
8 We didn't have operations in Washington. We didn't have
9 operations in Utah. It was California, it was Oregon, it was
10 Nevada, it was Arizona and then it grew over time. But those
11 were the states where we actually had clinics.

12 Q Okay. And you were -- did you take the position of
13 someone who left or someone who is fired or how did that work
14 out?

15 A No, when Larry came to the company, he decided given
16 the performance of the company, the financial performance,
17 that they needed to push some of the decision making out of
18 corporate into the field. And Larry created a structure that
19 brought on three division presidents and I was one of the
20 three.

21 Q Okay. And he had enough confidence in you that in
22 this new structure you were the person to have, correct?

23 A Larry and I had a good working relationship and I
24 believe Larry thought I could do a good job.

1 Q Okay. There were -- Gambro had three components of
2 their company. They had a renal products company which is
3 sort of a blood component. They had -- well, actually, they
4 had a renal products company and then they had a blood
5 component, a blood banking technology; is that right?

6 A Correct.

7 Q And then the third was a provider of dialysis
8 services.

9 A Correct.

10 Q All right. And dialysis services are the services
11 that are provided with people with acute kidney problems that
12 need dialysis services, correct?

13 A Yeah, I'll -- I'll just amend what you said.
14 They're provided to people that have chronic kidney --

15 Q Chronic.

16 A -- disease, not acute.

17 Q Thank you. And that dialysis service is largely for
18 Medicare clients, but there is some percentage that uses
19 private insurance, correct?

20 A If you look across the country, out of all providers
21 approximately 82 percent of any provider's patient
22 population's Medicare. The rest is either VA or private pay.

23 Q But your margins on the private insurers are larger
24 than the margins on Medicare, correct?

1 A Significantly larger.

2 Q And one of the -- in fact, it's the margins that
3 really control in a lot of instances your profit margin,
4 correct, the margins on the private insurance user?

5 A Said differently as -- as reported by MedPAC, a
6 government reporting agency.

7 Q Yes.

8 A You break-even on every Medicare treatment you do,
9 that the whole system is subsidized by private pay.

10 Q Okay. Now did -- and I didn't ask you this before,
11 but I was just curious, is the resulting reports of more
12 insured in the country as a result of the Affordable Care Act,
13 has that actually boosted your revenue? Because I noticed
14 your revenues has gone up for the last five years.

15 MR. MARKS: Your Honor, there's no foundation. Is
16 he now talking about his present company, 2016, where he's
17 working now?

18 MR. SMITH: You know, we'll get there. I'll ask
19 that same -- think about that question --

20 THE COURT: Sustained.

21 MR. SMITH: -- and I'll get back to it when we get
22 to DaVita.

23 THE WITNESS: Sure.

24 BY MR. SMITH:

1 Q Yeah, but one of the things that I want to bring out
2 was that your Medicare contracts are -- the -- since that
3 conducts 82 percent of any company whether Gambro or any other
4 dialysis, your -- you have a -- an intense interest in what
5 the government is going to do with Medicare reimbursements,
6 correct?

7 MR. MARKS: Is the question as of today? Could we
8 just have some foundation of what time period he's --

9 THE COURT: Sustained.

10 MR. MARKS: -- talking about?

11 BY MR. SMITH:

12 Q As of the time that you were in Gambro.

13 A Gambro unlike DaVita was not a good company on
14 public policy and advocacy at CMS. DaVita by contrast is
15 quite good.

16 Q Okay. We'll talk about those differences. All
17 right. So getting back to my -- away from my acute interest
18 in these type of companies, the -- did you receive any kind of
19 specific training in order to take over as the CEO of the west
20 division of Gambro Healthcare?

21 A I -- I was the president, just to clarify.

22 Q I'm sorry.

23 A That's okay.

24 Q Excuse me, I went ahead of myself. President of the

1 west division.

2 A And when I took the job, the three division
3 presidents all started the same day. We showed up in
4 Lakewood, Colorado for a week long training program.

5 Q And that your division was the provider of dialysis
6 services, correct?

7 A All three of those presidents that showed up were
8 Gambro Healthcare USA, which is a service company.

9 Q Oh, I see. So different -- were -- were the three
10 presidents in different regions? Is that the --

11 A Yes.

12 Q -- way it works? I see. So you had the west
13 region, somebody had the central and somebody had the east.
14 All right.

15 A Exactly.

16 Q And your -- how is the -- you had a week training,
17 but what -- how was the -- the position at Gambro different
18 than the position that you had at Teleflex?

19 A Teleflex was a products company that was far removed
20 from where products were actually used. Gambro was a pure
21 service company that owned or rented the building where the
22 care was actually delivered to the patient. So the best way
23 to look at it is one was making selling products and without
24 any regard in many cases to how it was used and where it was

1 used and the other was literally at the bedside providing life
2 sustaining, life supporting services to patients with end
3 stage renal disease.

4 Q As an executive, did that require a different view
5 of how you were going to manufacture your service as opposed
6 to manufacturing -- or excuse me, not manufacturing, how
7 you're going to market your service as opposed to how to
8 market product sales?

9 A I would characterize it going from the products
10 world to the service world is very different. I mean, you're
11 dealing with human beings and patients and doctors that have
12 freedom of choice, where to refer their patients and -- and
13 family members of where to send their loved ones for dialysis.
14 So just everything about the move was different going from a
15 sales driven products organization to an organization that was
16 focused on delivering the highest quality outcomes in keeping
17 people alive.

18 Q That difference caused you to have to learn how to
19 function in that environment. In other words, how to market
20 that kind of service as opposed to marketing medical products;
21 is that a fair statement?

22 A I -- I think you're probably overest --
23 overestimating the marketing. In dialysis, it's -- it's just
24 like the restaurant. It's location, location, location. And

1 that's the fact of the matter. More patients end up in their
2 dialysis center given their proximity to home. The 82 percent
3 of the Medicare patients, probably 80 percent of that number
4 rely on public Medicare transportation. So given a choice of
5 dialyzing and getting a Monday, Wednesday and Friday first
6 shift versus a fourth shift of Tuesday, Thursday --

7 Q Right.

8 A -- and Saturday, those are the variables. No, it
9 assumes a certain standard of care. Most patients wouldn't
10 endure a place that didn't take good care of them. But the
11 first -- there are two considerations. Where does my doctor
12 round up my nephrologist and how am I going to get to and from
13 a clinic when I -- most patients don't drive three times a
14 week and sit there for four and a half hours a session.

15 Q So the goal in that company would be to start or
16 found as many clinics as you can or to incorporate as many
17 clinics that already existed into the company so you have what
18 you describe as location, location, location?

19 A I think it was a twofold strategy to align with the
20 best nephrologist, because objective number one is patients
21 most of the time will follow their doctor if they're getting
22 good care. And the second is footprint and location, sure.

23 Q Footprint being the number of locations that you
24 have for available clients to use your services.

1 A Correct.

2 Q And at the time, Gambro was a Swedish company that
3 was traded on the Swedish stock exchange, correct?

4 A Correct.

5 Q Did that ever change? Did they ever become an
6 American stock exchange?

7 A I don't know. After Gambro Healthcare was divested
8 whether BCT which is a blood component even went public in the
9 US. I -- I just stopped following them after we were
10 divested.

11 Q Okay. The -- in terms of the -- your role at
12 Gambro, your office was again at -- you -- you -- your office
13 was in Aliso Viejo. So you purchased a home nearby, correct?

14 A Yes.

15 Q And you actually had found that home after your
16 initial stay in California before Gabrielle moved to
17 California, correct?

18 A I was entrusted to go house hunting and I found a
19 home that I liked and the purchase was contingent on Gabrielle
20 coming out and --

21 Q Right.

22 A -- validating that she too liked the house.

23 Q But one of the things -- well, Gabrielle and you and
24 similar tastes in terms of what you liked in a home; is that a

1 fair statement?

2 A I don't know how you would describe similar.

3 Q When you -- when you purchased that home, you were
4 confident that this was a home that Gabrielle was going to
5 like.

6 A I was hopeful. That's why we put the contingency of
7 her seeing it; if I was certain, I think I would have just
8 gone through with it.

9 Q And you did in fact ended up purchasing that home,
10 but the home was held solely in your name, correct?

11 A I don't remember who held the first mortgage with
12 Washington Mutual. I don't recall.

13 Q Okay. And that was at Coto de Caza in California,
14 correct?

15 A Correct.

16 Q What -- is that a -- is that a city or is that just
17 a complex, Coto de Caza?

18 A It's a -- it's a golfing community within I think
19 the proper city is Rancho Santa Margarita. Maybe -- I don't
20 think Coto was incorporated at that time.

21 Q And your recollection is you paid about -- well,
22 we'll go into the houses. And then -- and then -- so that's
23 where you lived in California and worked through the time of a
24 -- you actually purchased a second home in Coto de Caza,

1 correct?

2 A Correct.

3 Q And then shortly after that you -- you sold that
4 home and purchased a home in Lake Las Vegas, correct?

5 A I think we actually purchased the home in Lake Las
6 Vegas knowing that we could carry two mortgages and then
7 somewhere within an overlapping time frame. The second house
8 at Coto was on the market for awhile. We were having a hard
9 time selling it and getting the price we wanted. But we were
10 also under no pressure at that point to cover two mortgages.

11 Q Well, once you purchased the home in Lake Las Vegas,
12 you moved all of your belongings from the Coto de Caza home
13 into the Lake Las Vegas home, correct?

14 A When you say all of our belongings, no furniture.
15 We bought a furnished home in Coto.

16 Q Right.

17 A And we sold it furnished. And we bought a fully
18 furnished home at Lake Las Vegas. And so when you say
19 possessions, it's clothing.

20 Q Okay. Clothing, whatever other items you had.

21 A And toiletries and --

22 Q Right.

23 A -- yeah.

24 Q And that's what you moved into the home on Mira

1 Monte in Lake Las Vegas, correct?

2 A Correct.

3 Q The -- you had found that home initially, correct,
4 and then Gabrielle came to -- to see the home once you had
5 purchased it?

6 A I found the home and I think we made multiple visits
7 and in fact had withdrawn our offer at one point and then
8 re-engage. But I found the home originally.

9 Q The -- okay, we'll go back to that. In 2005 -- or
10 excuse me, in 2004 you became the CEO of the west division of
11 Gambro Healthcare, Inc., correct?

12 A I became the co-chief operating officer, the country
13 -- I described to you a system where we had three divisional
14 presidents. One of them was underperforming. And rather than
15 replace him, knowing that a sale process was going to take
16 place at some point, we consolidated three markets into two
17 and my colleague from the south -- or the east and myself
18 split the country in two instead of a third and our titles
19 were changed from division to president to co-chief operating
20 officer.

21 Q Were you in during that time frame between January
22 4th and October 5, was Gambro in active negotiations for the
23 sale or acquisition of Gambro?

24 A Yes, the parent company, yes.

1 Q Okay. And the parent company was -- you mentioned
2 it earlier --

3 A Gambro AB, the Swedish company.

4 Q Gambro AB. Okay. And you were aware that during
5 that period of time that between January 20th, 2004 and
6 October 5th.

7 A I wasn't made aware of the sale process until the
8 very end of the process, literally a couple of weeks before it
9 was publically announced.

10 Q Okay. So, and that would have been sometime in
11 October 2005, correct?

12 A No, the announcement of the sale of Gambro to DaVita
13 or the proposed sale pending all the antitrust and Hart-Scott
14 Rodino was announced November 2004.

15 Q Prior to November 2004 did you seek a job recruiter?
16 Did you look at other positions that were available?

17 A No, I think I started looking at job positions after
18 the sale was announced and I knew who the acquiring company
19 was. I entertained a couple of offers.

20 Q Okay. The acquiring company was DaVita Healthcare
21 Partners, correct?

22 A At the time, just DaVita.

23 Q Okay. And were you familiar with anyone at DaVita?

24 A I -- I knew them as a competitor. I had never met

1 one of their executive team at all, prior to the day after the
2 announcement which was a Sunday night on Monday morning or
3 Tuesday morning. Kent and Tom Kelly and Joe Mello drove down
4 -- drove down from El Segundo and introduced himself to myself
5 and my team.

6 Q Okay. Let's give some context to the Court of who
7 those folks are.

8 A Kent, the CEO, Joe is the Chief Operating Officer
9 and Tom Kelly was the Executive Vice President.

10 Q Of DaVita.

11 A Of DaVita.

12 Q All right. And they all came down to meet you?

13 A Larry had told them that I was having my executive
14 team meeting in Irvine. We had moved into a new office from
15 Aliso to Irvine. And I think Larry had told them if you want
16 an opportunity to meet the team, part of the team, half of it,
17 they're holding their quarterly staff meeting and it's an easy
18 trip for you. And they decided to come down.

19 Q Okay. When did they offer you a job?

20 A I don't think they ever actually offered me a job.
21 They spent their time telling me that Larry couldn't stay.
22 There could only be one CEO. And they had met Scott Bertos
23 (ph), my colleague, and they just didn't like him at all for
24 whatever personal reasons. So the conversation was never

1 about here's a job. The conversation is if you leave, we will
2 not honor any terms of your work agreement. If we need to,
3 we'll op -- your -- your job descript -- your -- your job
4 employment agreement has you as the president of Gambro
5 Healthcare. And if we need to, we'll just operate Gambro as
6 -- as --

7 Q Gambro Health --

8 A -- Gambro Healthcare, a subsidiary of DaVita. They
9 were intent on having one of the senior team stay because
10 there are 10,000 people that were working for Gambro at the
11 time. And the optics of the entire senior team being wiped
12 out was just not a reasonable path to go.

13 Q And they chose you.

14 A Somehow.

15 Q The -- when you were in the position of COO west
16 division of Gambro Healthcare, did that require a lot of
17 travel?

18 A The Co-Chief Operating Officer required more travel
19 than the division, because I had inherited a half of the third
20 of the country that I didn't have before. So -- so I had my
21 third -- the eight states you said.

22 Q Right.

23 A And then I picked up five or six others that I'd
24 never worked in before as part of that transition. So

1 initially as in any new job when you're going out and you're
2 meeting clinics and seeing them for the first time and you're
3 meeting some of your doctors and your front line employees, I
4 was traveling more geographically, yes.

5 Q Can you give me an estimate of how many clinics were
6 encompassed by that -- the two co-areas that you were
7 addressing as Co-Operating Officers?

8 A I think at the time of sale we had 356 give or take
9 and then about 400 acute contracts with hospitals where we
10 provided in patient dialysis. So if you take 315 and you just
11 divide it up and you say you have a hundred and twenty to
12 begin with, then I probably had a hundred and eighty and more
13 hospital contracts as -- in the expanded role.

14 Q Does that require you hands-on going to the various
15 clinics and meeting with people or did you do that from afar?
16 Is that what the travel encompassed?

17 MR. MARKS: Objection, compound.

18 BY MR. SMITH:

19 Q Did the travel --

20 THE COURT: Sustained.

21 Q -- encompass you going to meet folks at clinics or
22 did -- was the travels for something else?

23 A The travel was to go out and meet all these new
24 front line employees and to meet all these new physicians that

1 I had not worked with before.

2 Q So as an executive, you wanted to put a face on your
3 -- the people that were working with you in the clinics and
4 they can know you and -- and create that relationship, fair
5 enough?

6 A Fair enough.

7 Q All right. So the -- you travel to all these
8 various places about a hundred and eighty of them; is that
9 correct?

10 A I -- I did not go to everyone of our clinics. I
11 would say I went to 80 percent by the time I left.

12 Q It sounds like a lot of travel.

13 A There was some given -- I described the footprint
14 where you could -- if you went to Southern California and just
15 said Orange County, you could hit 20 of them in a day if you
16 only spent a few minutes in each one. So it -- it varied.
17 And the rural areas were obviously more disbursed.

18 Q Between January 2004 and October 2005, how much
19 travel did you do? What -- how many days per week?

20 A I don't recall, but I'm going to guesstimate
21 probably three.

22 Q So three of the five days a week you were gone.

23 A Yes.

24 Q And during that time on weekends you would go back

1 to Las Vegas.

2 A Most of the time, yes.

3 MR. MARKS: Your Honor, do you think we could just
4 take a stretch break like five minutes since he's been sitting
5 for an hour?

6 THE COURT: Yeah, let's go ahead and --

7 MR. MARKS: Is that all right?

8 THE COURT: -- and take a break.

9 MR. MARKS: Okay. Just five is fine.

10 THE COURT: Okay.

11 MR. MARKS: Thank you.

12 (COURT RECESSED AT 15:55 AND RESUMED AT 16:02)

13 THE COURT: All right. We are back on the record in
14 the Cioffi Kogod matter. We'll continue with direct
15 examination of the Defendant. I'll remind you you're still
16 under oath.

17 BY MR. SMITH:

18 Q Sir, in October 2005 you -- you began to work for
19 DaVita, correct?

20 A Correct.

21 Q Now what was your position there?

22 A Group president.

23 Q And what did -- what --

24 THE COURT: Pardon me, what was the time frame

1 again?

2 MR. SMITH: That was October 2005.

3 Q It was -- I think the first day was October 5th,
4 2005; is that correct?

5 A Correct.

6 Q What -- what's the relation of Health -- Healthcare
7 Partners and DaVita?

8 A Yeah, DaVita acquired Healthcare Partners in
9 September of 2012. DaVita has been true to what Gambro was, a
10 provider of renal care to -- in stage renal disease patients.
11 Healthcare Partners is a population health company that works
12 almost as an intermediary with the payers, primarily focused
13 on Medicare Advantage. So your mom and dad selects a Medicare
14 Advantage policy, United, Humana, Blue Cross, whatever.

15 And those companies contract out the care to
16 companies like Healthcare Partners. So we in effect become
17 100 percent responsible totally capitated agreement for every
18 single dollar of the healthcare spend. So healthcare partners
19 unlike DaVita Kidney Care, they own and employ primary care
20 specialist, ambulatory surgery centers, imaging centers,
21 hospice, et cetera. So two very different businesses and
22 healthcare.

23 Q And that's a new kind of contact. You weren't
24 working for the capitated contracts, correct?

1 A Prior to acquiring Healthcare Partners my medical
2 services time has been spent solely in kidney care.

3 Q Okay. Capitated contracts just for edification of
4 the record is -- that's a contract whereby the provider agrees
5 to provide all services for a certain price for a certain
6 period, correct?

7 A There are different forms of capitation. There is
8 professional capitation, there is hospital only, there is
9 specialty pharma. But in the case of Healthcare Partners,
10 we're taking full capitation and we receive a per member per
11 month premium from the payer. And it becomes our
12 responsibility whatever happens to --

13 Q Right.

14 A -- treat the patient.

15 Q So depending on the -- is there a variation based
16 upon the fee for service scales of Medicare or any kind of
17 adjustment schedule on the contracts or are they just flat
18 capitation contracts?

19 A It's totally different. A -- a fee for service as
20 opposed to value based healthcare. So we get a lump sum per
21 month. So the --

22 Q But don't you have some sort of kicker in there that
23 says that if your fee for service goes beyond a -- a -- the
24 comparison to fee for service goes beyond a quicker wait you

1 get to adjust the -- the amount?

2 A No, the only adjustment in Medicare advantage
3 capitation is something called RAF, which is a risk adjusted
4 factor that compensates at a higher monthly premium. Those
5 patients that have more comorbid conditions. So if you're a
6 healthy 65-year-old retiree and you get paid let's say on
7 average here in Nevada --

8 Q Yeah.

9 A -- because we have a big operation. \$700 per member
10 per month.

11 Q Okay.

12 A If you have diabetes, congestive heart failure and
13 two or three other things, each one of those comorbid
14 conditions, so that 700 could become 850 at the end of the
15 month.

16 Q And that's all determined by the client base for the
17 particular service, correct? In other words, if you -- if --
18 or is it a general population base?

19 A It's a general population base.

20 Q Okay. And you know the demographics of your
21 population and the medical conditions of all that population
22 before you walk into this capitated contract?

23 A Well, you don't -- when you sign a contract with
24 Humana, you don't get to cherrypick the patients. So you get

1 the good and the bad. And what you hope for in population
2 health is that you have a large enough denominator where you
3 say potentially 80 percent are healthy.

4 Q Right.

5 A They need their flu shot, their pneumonia shot and
6 the 20 percent that are going to consume more services that
7 you have a big enough base of people that you can afford 12
8 bad things happening over here and because at the end of the
9 day if we spend more than we bill, it's out of our pocket.

10 Q Okay. So this was a completely type of new
11 contractor -- contract with different considerations for its
12 negotiation, correct?

13 A Totally different.

14 Q All right. And that's something that you took on
15 the responsibility of overseeing as part of your work at
16 DaVita, correct?

17 A In 2014 I went full-time to Healthcare Partners.

18 Q Okay. So between October in 2005 and January 2009
19 you were with DaVita. What were your duties during that
20 period of time?

21 A I ran one of the five operating groups if you
22 recall, the Gambro model. The -- the country was broken up
23 into three. Given the size of the new organization, DaVita
24 was broken up into five operating regions. I ran one, the

1 west. And I had some additional responsibilities in my
2 portfolio; overseeing purchasing. I -- I don't recall all the
3 -- the department and support departments, but I had some in
4 my portfolio.

5 Q Did those new support departments in the portfolio,
6 was that something distinct from the type of -- of
7 responsibilities you had at previous jobs or was that
8 something that the information or knowledge you gained at
9 other jobs and you just used --

10 A Yeah.

11 Q -- part of that management?

12 A I had some support function oversight in my last
13 couple of years at Gambro, group purchasing, a payer
14 contracting, et cetera. So I would describe it as just a much
15 bigger company.

16 Q All right.

17 A And the duty is not terribly dissimilar, just the --
18 the dollars were higher.

19 Q Same as the day-to-day duties. It was -- it was
20 something that you consistently did but just with different
21 scopes of contracts and responsibilities.

22 A And now more clinics, yeah.

23 Q The -- did that job require substantial travel?

24 A No more than Gambro.

1 Q So you were about three days a week you were
2 traveling?

3 A That's a good guesstimate.

4 Q Okay. But you think that's -- that's based upon
5 your experience and knowledge that's a -- an -- a reasonable
6 estimate of the time that you were traveling, correct?

7 A Yes.

8 Q The staff member, you -- you have a staff member
9 now, an assistant by the name of Pat Murphy. When did she
10 come on with you?

11 A Somewhere around 2002.

12 Q Okay. And she's been your personal assistant since
13 that time, correct?

14 A I think she would prefer executive assistant than --

15 Q Yes.

16 A -- personal assistant.

17 Q Executive assistant, yes?

18 A Yes.

19 Q All right. The -- in Ms. Murphy 's role, she
20 handles travel arrangements for you, correct?

21 A Correct.

22 Q And -- okay. The -- did your office change during
23 that period of time between 2005 and 2009 or did you have the
24 same office in Aliso Viejo?

1 A My office became in El Segundo which is in LA
2 County.

3 Q Okay. Then in 2009 your position changed to COO of
4 DaVita, Inc.?

5 A Yes, sir.

6 Q What precipitated that change?

7 A Our current COO at the time, Joe Mello, had
8 announced his plans to retire and I think I had earned enough
9 credibility with Kent and the Board of Directors that rather
10 than go outside and bring an unknown person, that I had
11 established a good enough track record that I should be
12 considered for the job.

13 Q And that was the work that you -- the track record
14 you're referring to is the -- the work that you did between
15 October 2005 and 2009.

16 A Correct.

17 Q Did they take into consideration the work that you
18 had done for Gambro and the -- and the good work you had done
19 for that company prior to coming on with DaVita?

20 A I don't think so. They didn't really know of my
21 work. I didn't know of them, only by reputation. And I think
22 they would describe Gambro as a lesser company than DaVita, so
23 I'm not sure --

24 Q Because they're DaVita.

1 A They're DaVita and they bought Gambro.

2 Q Right. That's right. It wasn't the other way
3 around. The -- how did your duties change as COO of DaVita,
4 Incorporated?

5 A As a group president, I was responsible for the
6 west. As a chief operating officer. I now became the boss of
7 the five operating executives running all over the country.
8 So the primary change was geography. Instead of a fifth of
9 the country, I was responsible for all of the country. And
10 then over time I took on some added kind of corporate
11 responsibilities in my portfolio.

12 Q Did that require even more travel during that
13 period?

14 A Yes.

15 Q And that time you -- you started traveling
16 internationally, correct, or has that always been part of your
17 -- your travel?

18 A I traveled internationally with Teleflex. I did a
19 little bit of travel in 2002 for Gambro, specifically to
20 Argentina on behalf of our CEO. And we didn't launch our
21 international division for DaVita -- and I'm going to say late
22 2010. We did some exploratory trips to -- into the Korean Pan
23 American Renal Conference and one or two trips to Singapore
24 and then we made a decision to launch.

1 Q So in -- in or around that time in 2010 that's when
2 you started traveling more frequently internationally,
3 correct?

4 A I'm going to say late 2010.

5 Q Okay. And those trips became longer?

6 A Relative to what?

7 Q Relative to the trips to -- in the United States.

8 A Some are in and out and some were a week long, but
9 they were not as long as I described when we talked about
10 Teleflex when I was gone for two weeks at a time. The
11 domestic portfolio totally overshadowed an international
12 startup in terms of contribution to the organization.

13 Q How many days per week were you traveling between as
14 -- as between June -- January 2009 and March 2014 as COO of
15 DaVita?

16 A I'm going to guesstimate three days a week on
17 average.

18 Q Did you receive any specialized training to become
19 the COO?

20 A No.

21 Q Did you have to take on different sets of
22 responsibilities and knowledge?

23 A I took on some corporate departments over time that
24 were relatively new to me. I think the difference between a

1 group president and COO is the -- the numbers just get a lot
2 bigger.

3 Q And then in March of 2014 you became the president
4 of DaVita Incorporated now DaVita Healthcare Partners, Inc.

5 A Specifically Healthcare Partners I became the
6 president of, and then the CEO of their international
7 division.

8 Q And has that required greater travel
9 internationally?

10 A Yes.

11 Q DaVita is the second largest provider of dialysis
12 service in the US, correct?

13 A Depends on the day of the week.

14 Q There's approximately 58,000 employees?

15 A Sixty-five.

16 Q 65,000 now? Well, have you done a lot of hiring?
17 Because your 2015 numbers in your 10-K say 58,000.

18 A Well, we did a major acquisition of a kidney care
19 side of DSI which is a kind of third largest provider.

20 Q Was there something specifically -- there was --
21 well, we'll get to that. You're 231 on the Fortune 500 list
22 in 2015, that sound about right?

23 A I -- I don't check, so I defer to you.

24 Q You don't know? You're not sure?

1 A I don't know.

2 Q Okay. The -- in 2015 your stock took a dive,

3 correct? It -- it went from I think it was as high as 80

4 something, now it's down to I think today at 64.

5 A Yeah, it was a high of 85.

6 Q Eighty-five.

7 A And it fluctuates today between 62 and \$64 a share.

8 Q And what do you attribute that loss to?

9 A And I'm not an expert in the market --

10 Q I know, I --

11 A -- but --

12 Q -- I'm not --

13 A -- so having said that, and I think there are two

14 things.

15 Q And understanding this -- this is sealed, so --

16 A The whole healthcare sector was depressed. We just

17 happened to be more discounted than the rest of the healthcare

18 market. And for us specifically aside from the market being

19 down, all of healthcare if you look at the payers and some of

20 the pharma companies, healthcare is just down. And I can't

21 give you a good reason for that. It's just down. Specific to

22 DaVita, I think our shareholders have tired with an under

23 performance of healthcare partners since acquiring it in 2012.

24 Q Your price for share earnings were at 101 last year.

1 That's in your 10-K I'm going to assume -- I want you to
2 assume --

3 A I'm sorry, EPS?

4 Q -- for your -- yeah.

5 A Okay.

6 Q Were one dollar and one cent per share.

7 A Okay.

8 Q That was down from I think I want to say two --
9 approximately 250 the year before.

10 A I don't follow it.

11 Q You don't?

12 A I don't follow EPS.

13 Q All right. How would you guess -- what would be the
14 criteria that one would find in the 10-K that you would gauge
15 the future success of the current one?

16 A Forward looking statements made by the CEO, any --
17 any mention on reimbursement since reimbursement at the end of
18 the day, you know, either CMS reimbursement or private pay or
19 Medicare changes on Medicare advantage plans. I mean, those
20 are the things that I would look at. And the performance of
21 the portfolio and -- and I -- those are the key things.

22 Q Different companies have acquired DaVita stock over
23 the course of the last year, correct? Companies that invest
24 in this type of healthcare industry stock.

1 A Yeah.

2 Q Has anyone divested their shares --

3 A Well, I -- I --

4 Q -- in any larger manner?

5 A I don't pay any attention to our institution or

6 private investors. I mean, all I can tell you on investors is

7 we have one very famous guy that owns a lot of our stuff.

8 Q Berkshire Hathaway owns about 17.7 percent, correct?

9 A Very good.

10 Q He's had a pretty good track record.

11 A And the stock was actually acquired way before. It

12 was acquired by -- by the guy named Ted Weschler who had his

13 own firm and was recruited into Berkshire to be a Warren

14 Buffet heir apparent. He brought his portfolio of DaVita to

15 Berkshire and it turns out that he actually liked the stock.

16 He liked the company, he liked Kent. So he has held on.

17 Q The -- all right. Let's talk about your earnings

18 tax returns, please.

19 MR. SMITH: Can we get a stipulation on the

20 admission of the tax returns?

21 MR. MARKS: Sure.

22 MR. SMITH: Okay. So Your Honor, the -- the

23 Plaintiff and Defendant have agreed that a stipulation on the

24 admission of the tax returns which are at Exhibit --

1 MS. VARSHNEY: 6 on yours.

2 MR. SMITH: -- 5 through 16.

3 THE COURT: So it's stipulated that Exhibits --
4 excuse me, 5 through 16 are admitted into the record; is that
5 correct?

6 MR. MARKS: I just want to make sure they're all
7 returns. 5 through 16, sure.

8 THE COURT: Exhibits 5 through 16 are admitted into
9 the record.

10 (PLAINTIFF'S EXHIBITS 5 THROUGH 16 ADMITTED)

11 MR. MARKS: So Your Honor, when we have the same
12 exhibits, you just want us to withdraw ours or have duplicates
13 so there's evidence that we put in or how do you want to do
14 that?

15 THE COURT: I -- I'd actually -- it would be easier
16 for me not to have them admitted.

17 MR. MARKS: Okay. All right. So -- so when we get
18 to our time, I'll just withdraw them.

19 THE COURT: That's -- that's fine.

20 MR. MARKS: At the appropriate time.

21 THE COURT: Okay. Perfect.

22 BY MR. SMITH:

23 Q All right. So if --

24 MR. MARKS: I'm not withdrawing them now. There may

1 be a couple of parts that I have to --
2 THE COURT: That's fine. That's fine.
3 MR. SMITH: Dan, did you have that? I've never seen
4 that document before. Did you submit that document in any
5 form to us to review?
6 MR. MARKS: That -- it's a court aid.
7 MR. SMITH: It's what?
8 MR. MARKS: It's an aid for my opening.
9 MR. SMITH: I understand. It's --
10 MR. MARKS: I'm not admitting it.
11 MR. SMITH: Okay. All right.
12 MR. MARKS: I'm not going to admit it.
13 BY MR. SMITH:
14 Q All right. Let me -- let me have you look at first
15 your Exhibit 4. It's in -- let me see the books. There's a
16 lot to -- Volume one, please.
17 MS. VARSHNEY: Here.
18 MR. SMITH: Thank you. Your Honor, we have a
19 witness copy that is an exact duplicate of the copy that's
20 been provided to the clerk of the court.
21 Q If you'll turn to your -- what is Exhibit 4 of your
22 -- of that booklet that's before you.
23 A Okay.
24 Q Do you recognize this as your financial disclosure

1 form that you submitted in this case?
2 A I do.
3 Q And did you sign this document?
4 A I did.
5 Q Do you understand when you signed this document that
6 you were signing it as accurate, correct?
7 A I do.
8 Q And then if you'll look through 1 through 3, maybe
9 we can do this very quickly. There are other affidavits of
10 financial condition in 2 through 4. Just the same questions.
11 Did you sign those documents?
12 A I did.
13 Q And you reviewed them before you signed them?
14 A I did.
15 Q And you understand that they needed to be accurate,
16 correct?
17 A I did.
18 MR. SMITH: All right. Move for the admission of 2
19 through 4, Your Honor.
20 MR. MARKS: No objection.
21 THE COURT: Exhibits 2 through 4 are admitted into
22 the record.
23 (PLAINTIFF'S EXHIBITS 2 THROUGH 4 ADMITTED)
24 BY MR. SMITH:

1 Q The -- okay. Tell me in addition to the -- the --
2 you -- you're -- you're a publicly traded corporation,
3 correct?
4 A Correct.
5 Q And so as a result, your compensation is reported on
6 10-K forms, correct?
7 A I'm a Section 16, so my -- every aspect of my
8 compensation is reported.
9 Q Including the -- any kind of transactions associated
10 with any stock or stock options or SARs or other type of stock
11 equity that you're granted, correct?
12 A Correct.
13 Q All right. The --
14 MR. SMITH: Do you -- where are the 10-Ks?
15 Q While you're -- while you're finding those, what
16 kind of perquisites do you have with your position?
17 A I'm sorry?
18 Q What perquisites do you have as a result of being in
19 your current position?
20 A Besides in -- compensation?
21 Q That's right.
22 A I get awarded some private plane hours each year by
23 the board.
24 Q Okay. You also receive health insurance, correct,

1 that's paid for by the company?

2 A I pay for some of my healthcare.

3 Q You -- I'm sorry?

4 A I pay for some -- I don't know what percentage, but

5 I pay a premium for my healthcare.

6 Q Okay. That's for healthcare outside of yourself,

7 but not for your healthcare. Your healthcare is paid for,

8 correct?

9 A No, it's for --

10 Q Yeah?

11 A -- healthcare for Gabrielle and I.

12 Q Okay. The -- all of the -- when you're traveling

13 for the company, the cost of travel is covered by the company,

14 correct?

15 A Up to a certain level, yes.

16 Q What's the limit on the level?

17 A It's more of a good sense policy. I mean, if I went

18 to dinner and I ordered a 200 bottle -- dollar bottle of wine,

19 I wouldn't submit it. And so it's what's reasonable.

20 Q You don't do that, do you? You don't order \$200

21 bottles of wine?

22 A I order --

23 MR. MARKS: Objection, relevance.

24 BY MR. SMITH:

1 Q Do you?

2 THE COURT: Overruled.

3 A I -- 200 bottle? No. A hundred and thirty, and
4 hundred and forty with the right group of people, I do.

5 Q But depending on the people that you have, that
6 could be covered as well. For example, if your executive is
7 trying to make a deal, that may be something that's approved
8 as well.

9 A There's a certain point where I will pay out of my
10 pocket the difference of what's reasonable versus the cost of
11 wine.

12 Q Okay. But those costs if you wanted them to be, all
13 of those costs would be covered essentially with travel,
14 entertainment and meals. And your travel for the company
15 would be covered by the company, correct?

16 A No. We -- we -- you don't have guidelines per se
17 that say you can't spend \$400 a night for a hotel room. At
18 our level, the thought process is you'll be reasonable. Would
19 you want to stand in front of a front line teammate and
20 explain you stayed at the Four Seasons and paid \$800 a room
21 when there was a -- a Hyatt down the street for 250. So if
22 for whatever circumstances I felt it was unreasonable to ask
23 the company, I would pay for that myself.

24 Q Okay. But that's only if you wanted to upgrade to

1 your hotel or meals or other expenses to something that you're
2 describing as unreasonable, correct?

3 A Take something out of the minibar because I didn't
4 want to walk downstairs and get a cup of coffee or watch a
5 movie because I didn't see it in the theater, those --

6 Q But --

7 A -- those expenses.

8 Q All right. Your expenses would be for what you've
9 described as reasonable services would all be covered by the
10 company, correct?

11 A Reasonable, yes.

12 Q Okay. The -- and that includes dinners and client
13 entertainment that -- that the company deems reasonable,
14 correct?

15 A There are some very specific guidelines on customer
16 meals; we're governed by the pharma compliance guidelines. So
17 we have -- there are set numbers as it relates to anything
18 that's constituted as a referral source.

19 Q Okay. So anything within the -- oh, anything that's
20 -- in other words, you cannot pay for meals for a referral
21 source? I don't -- I'm not sure I follow.

22 A There -- there are dollars limits, so --

23 Q Or dollar limits.

24 A -- if they're CMS officials, it's literally a box

1 lunch. It -- there is no fine wining and dining.

2 Q I got you.

3 A If it's a physician with a referral source, there
4 are guidelines in terms of the type of meal, what you have to
5 cover during the course of the meal. So the days of taking
6 out doctors and -- and just entertaining them and hoping that
7 you will get their business are -- were over a long time ago.

8 Q Okay. And that's as a result of certain guidelines
9 preventing you from doing that type of thing.

10 A Correct.

11 Q Okay. But to the extent that -- that you are within
12 those guidelines, your meals, your entertainment, your
13 expenses associated with the business travel is paid by the
14 company, right?

15 A I -- for the most part, that's correct. There are
16 certain Starbucks, a taxi, valet tipping I just wouldn't ask
17 the company to reimburse.

18 Q But all of that would happen -- would -- do you have
19 a separate corporate credit card?

20 A I have a corporate credit card. We don't have a
21 policy that mandates you use your corporate card. So for many
22 years I used my own personal cards and only lately have I gone
23 to a corporate credit card.

24 Q During the years that you used your own credit

1 cards, you would seek reimbursement through expense sheets
2 submitted to the company, correct?

3 A I think we actually use a computerizes system called
4 concur, but directionally you're right.

5 Q The same idea. So you put the information into
6 concur, the report is received by the company and then they
7 determine what they're going to reimburse you for those
8 expenses.

9 A Somebody above me signs off on them, in my case, my
10 boss and his proxy. And then if they're approved, they're
11 sent back through concur and the money is -- is deposited in
12 their Bank of America account.

13 Q Okay. And the Bank of America account, who hold --
14 who's --

15 A A joint.

16 Q -- on that account?

17 A It's a joint account.

18 Q Okay. Joint account between you and Gabrielle.

19 A Yes.

20 Q All right. And in fact, your paychecks go into that
21 joint account as well, correct?

22 A Correct.

23 Q The -- I take it then the credit card you used was
24 paid from the joint account as well when you use your personal

1 credit card.

2 A Correct.

3 Q You receive a certain amount of travel on corporate
4 jets or -- or as part of your employment, correct?

5 A It has, yes. And it has -- it has changed. It is
6 determined every year by the Compensation Committee in terms
7 of the number of hours both business and personal and the type
8 of aircraft that I can fly on.

9 Q Remind me, I think it was -- was it last year or the
10 year before that you actually exceeded the personal travel
11 miles on corporate aircraft?

12 A You -- you can't exceed. They won't book a trip for
13 you because you have to tell them you're going from point A to
14 point B. So yeah.

15 Q Oh, the 10-K forms, they are at --

16 MR. SMITH: Could you --

17 MS. VARSHNEY: nine --

18 MR. SMITH: -- provide Mr. --

19 MS. VARSHNEY: 91 through 98.

20 MR. SMITH: Yeah, could you provide Mr. Kogod that
21 book?

22 MR. MARKS: What is the number, Counsel?

23 MR. SMITH: The numbers are 91 --

24 MS. VARSHNEY: Volume four.

1 MR. SMITH: -- on Volume four. And you'll provide
2 him that volume.
3 THE WITNESS: Do you want me to go back to the
4 claim?
5 MR. SMITH: I'm sorry?
6 THE WITNESS: Do you want to go back to the plane
7 for a second? I'll explain to you how it works and -- and how
8 -- how --
9 MR. SMITH: Yeah.
10 THE WITNESS: -- passing --
11 MR. SMITH: While we're -- while we're grabbing that
12 book -- oh, you've got it. Okay. Let's just get these in.
13 MS. VARSHNEY: 91. It's 91 through 93 are in here.
14 MR. SMITH: Okay.
15 MS. VARSHNEY: Do you want me to give it --
16 MR. SMITH: Yes, please.
17 MS. VARSHNEY: -- to him? Okay.
18 Q Okay. So do you recognize Exhibit 91?
19 A I don't view our disclosures, but I recognize it's a
20 Schedule 14-A.
21 Q Okay. And the schedule 14-A is true for 92 and 93.
22 Those are the exhibits that I'm referencing.
23 A Okay.
24 Q These are all 14-As for various years. Do you see

1 that?

2 A I do.

3 MR. SMITH: Move for the admission, Judge. I would
4 note that these are publicly held documents that are probably
5 within the judicial notice standard anyway.

6 THE COURT: This is Exhibit 91?

7 MR. SMITH: 91, 92 and 93 are all 10-K forms from
8 DaVita Incorporated.

9 THE COURT: Any objection to the admission of
10 Exhibits --

11 MR. MARKS: What year? Is it --

12 MS. VARSHNEY: There are --

13 MR. MARKS: Is it '08, '9 and '10?

14 MS. VARSHNEY: It's '08, '9 and '10 and then '94,
15 '95, '96, '97, '98 are in this --

16 MR. SMITH: Can we get a stipulation as to the
17 admission of the 10-Ks?

18 MR. MARKS: The --

19 MR. SMITH: Or the Schedule 14-As.

20 MR. MARKS: So you're putting every one in from '08.

21 MS. VARSHNEY: Right.

22 MR. SMITH: Yes.

23 MS. VARSHNEY: '08 to --

24 THE COURT: So that would go from 90 -- Exhibit 91

1 through --

2 MS. VARSHNEY: 98.

3 THE COURT: -- 98.

4 MR. SMITH: To 98.

5 THE COURT: Any objection?

6 MR. MARKS: To 98. Okay. No objection.

7 THE COURT: Thank you.

8 (PLAINTIFF'S EXHIBITS 91 THROUGH 98 ADMITTED)

9 (COUNSEL CONFER BRIEFLY)

10 BY MR. SMITH:

11 Q So we were talking about the travel of the airplane.

12 Tell me about that, Mr. Kogod.

13 A Number one, it's set each year by the Compensation
14 Committee, two components, business travel -- three
15 components, business travel, personal travel and your hours
16 are based on a set type of aircraft.

17 Q Okay.

18 A In my case, it's a Hawker 400, a relatively small
19 plane. It seats four to six people. If I end up --

20 Q Is it a jet or is it a prop plane? It's a jet,
21 right?

22 A And most of them are jets, yeah. Every once and
23 awhile you -- you'll get a prop plane. It's hit or miss.
24 It's -- we -- we don't own our own aircraft, we charter. So

1 mine are based on a Hawker 400. And in -- in a -- in a normal
2 year if I got 50 business plane hours, that was based on 50
3 hours of either an Encore or Hawker. If I chose to upgrade,
4 then my hours go down accordingly. Instead of one to one, if
5 I go to Hawker 800 or Hawker 900 because I don't want to take
6 a smaller plane and have to refuel somewhere, then I'm
7 allotted 50 hours and you can use it a lot more quickly
8 depending on the size of the aircraft.

9 Q But these are personal hours. In other words,
10 they're for your --

11 A Business.

12 Q -- personal use.

13 A Business.

14 Q So what about personal use?

15 A The same thing. It's based on a certain type of
16 aircraft. And the way the process works is either business or
17 personal. We have a division within DaVita that handles all
18 of our corporate travel on jets. So you call, they know
19 exactly what the board has allotted you.

20 Q Right.

21 A Tell them where you're going, they shop it around to
22 two or three brokers and they come back with the best price.

23 Q Okay. But my question was simpler.

24 A Yeah.

1 Q You get a certain amount of personal travel on
2 corporate jets --

3 A Yeah.

4 Q -- for the year as part of your perquisites in -- in
5 your role as the president of -- Davita?

6 A Yes, as I said a few minutes ago, I get business
7 hours and personal hours allotted to me.

8 Q Okay. So business hours are related to business
9 travel, but you also get personal travel. In other words,
10 that's a perquisite; that's something that you -- you get as
11 part of your compensation as the right to use the corporate
12 aircraft on a personal level, correct?

13 A Correct.

14 Q So you can bring your family members, you can bring
15 other people on -- on those flights, correct?

16 A Correct.

17 Q All right. The -- you -- you have never taken
18 Gabrielle on a corporate flight, correct?

19 A Correct.

20 Q And you've never asked her to come on a corporate
21 flight, have you?

22 A Nor has she asked. No, I haven't nor has she asked.

23 Q Okay. Do you know if Gabrielle was aware that you
24 were flying personal hours on a corporate jet prior to this

1 litigation?

2 A When I was flying in in 2010 when we starting
3 counseling she would pick me up sometimes at the private
4 airport and drop me off. So yes, she knew.

5 Q Did you do anything to hide your income from
6 Gabrielle?

7 A I don't believe I did.

8 Q Okay. Your paychecks were directly deposited into
9 the 6446 account at Merrill Lynch I thought, not the Bank of
10 America account.

11 A And Merrill Lynch and Bank of America are --

12 Q The same thing.

13 A -- one and the same.

14 Q Oh, that's right. They acquired them. And that's
15 where the -- your paychecks were. But your bonu -- bonus
16 checks where you had directed them to hand cut, correct, at --

17 A I did.

18 Q -- DaVita. And you took those checks and you
19 deposited them in UBS.

20 A Correct.

21 Q Okay. And the UBS accounts, you did not provide --
22 or Gabrielle was not on the UBS accounts, correct?

23 A Not until recently.

24 Q Well, she's still not on the UBS accounts. That was

1 one of the things that we requested and it didn't happen in
2 this case, correct?

3 MR. MARKS: Objection, argumentative. She's on a
4 number of accounts. It's --

5 THE COURT: Overruled.

6 THE WITNESS: I don't know why she wasn't. I had no
7 objection to her being added.

8 BY MR. SMITH:

9 Q What -- what steps did you take to add her to the
10 accounts?

11 A I told Bob Galen it was fine to add her.

12 Q Okay. Anything else?

13 A I think that was enough. He's my broker and he's in
14 charge of my accounts.

15 Q The -- it was -- when did you open your UBS
16 accounts?

17 A I'm going to say somewhere around 2011.

18 Q Okay. And you did not -- you did not provide
19 statements to Gabrielle associated with those accounts,
20 correct?

21 A I don't believe so, no.

22 Q No, you did not.

23 A Okay.

24 Q I'm -- I'm asking you.

1 A I -- I don't --
2 Q I was just clarifying because --
3 A I -- I don't recall where --
4 Q -- I asked a negative question, so what --
5 A -- all the statements went each month, so I don't
6 recall.
7 Q Well, the statements went to your residence --
8 A Which one.
9 Q -- your residences, correct?
10 A I don't recall. Which one?
11 Q They didn't go to the Mayor Monte residence ever,
12 did they?
13 A I don't know. I would have to look up the history.
14 I know Bank of America did.
15 Q Sure, the C6446, where you deposit your paychecks,
16 right?
17 A Yeah.
18 Q But not the UBS accounts where you deposited all
19 your bonuses and the stock option receipts and so forth,
20 correct?
21 A I'll accept your word that they didn't.
22 Q Okay. Well, it -- it's true that you didn't want
23 Gabrielle to see those accounts because you were expending
24 money on you and Ms. Capsalas' (ph) lifestyle, correct?

1 A I was -- yes, and I was spending money prior to UBS
2 where Gabrielle had access for -- from 2005 til I opened up my
3 UBS in 2011 that went to Lake Las Vegas with her name on it
4 and --

5 Q We'll -- we'll talk about those, the things that she
6 saw in those --

7 A Sure.

8 Q -- in those -- and we'll get to that. You would
9 agree you've been very successful as an executive, correct?

10 A I've had a good run.

11 Q With those kind of in -- income figures, it's --
12 it's pretty fair to say that you've had success as an
13 executive.

14 A And I'd also say at a great personal expense every
15 year.

16 Q The expected -- your expected earnings in 2016 are
17 what?

18 A In '16? For -- for the calendar year '15 or for
19 '16? I want to clarify.

20 Q The fiscal year '16, what do you project to be your
21 income?

22 MR. MARKS: Calendar year '16?

23 A I -- my -- for the calendar year, '16, it will be a
24 base salary between 700 and 800,000. I couldn't tell you if

1 I'm going to get an annual bonus until the end of the year.

2 And if we look at --

3 Q End of the calendar year?

4 A Actually until March of the following year when the
5 Compensation Committee decides on bonuses. And then whatever
6 -- whatever stock gets cashed out, then that would show up in
7 my income.

8 Q Okay. Your average income over the last five years,
9 and I actually did the math with 4,000,000, was about 12.6
10 million. So I'm going to estimate about 13 million average
11 over the last five years, correct?

12 A I -- I haven't done the math, so I'm going to accept
13 your wording.

14 Q So the amount of money --

15 MR. MARKS: When you say the last five years, you --
16 you want to tell him what years, '10, '11, '12, '13, '14, '15,
17 those years or --

18 MR. SMITH: Those would be the last five years.

19 Q Did you understand that to be the last five years?

20 A I assumed you mean '11 through '15.

21 Q Okay. Well, let's -- that's -- '11 through '15
22 would be the --

23 A Five years.

24 Q -- '11 through '15. So we have in those five years

1 you've averaged about -- we can get an exact figure, but it's
2 somewhere around \$13,000,000 a year.

3 A Okay.

4 Q So the amount of money that miss -- we're asking for
5 compensation for all those years you will earn in about two
6 and a half months.

7 MR. MARKS: Objection, argumentative.

8 THE WITNESS: Absolutely not true.

9 THE COURT: Over --

10 MR. MARKS: There's no foundation that he's going to
11 earn that over the next two months.

12 THE COURT: The -- the objection is overruled.

13 THE WITNESS: All I know is I will earn \$800,000 if
14 my base salary doesn't get cut this year. My bonus is not in
15 my hands. It is at the discretion of the Compensation
16 Committee. And whatever stock I have, given the strike price
17 of when it was awarded and where the stock is trading at, my
18 days of earning those kind of numbers are over.

19 BY MR. SMITH:

20 Q The -- what are the keys to success of an executive
21 in your position?

22 MR. MARKS: Objection, relevance, Your Honor.

23 THE COURT: Overruled.

24 THE WITNESS: Delivering results.

1 BY MR. SMITH:

2 Q You have to have the knowledge, correct?

3 A Ultimately, you have to deliver the shareholder.
4 You have to create shareholder value.

5 Q Okay. And that -- the knowledge that you have in
6 order to create shareholder value in your case has been earned
7 over many years of work as an executive, correct?

8 A Most of the value came from starting at a time when
9 the stock price was depressed, trading very well and getting
10 some options, a number of options, like 500,000 at one point
11 when the stock was at \$40 a share.

12 Q Isn't it fair to say though without your previous
13 work leading up to the years 2011 when you made \$15,000,000
14 you would not have been in a position to earn that type of
15 money, correct?

16 A I don't know how to answer that. Can you restate
17 it, please?

18 Q I'm asking if you believe that you would have been
19 in position to, as an executive earn \$15,000,000 had you not
20 had the experience that you've gained between 1991 and 2011,
21 the 20 years preceding that.

22 A I don't think it's as simple as that. So when I
23 started as COO, I was given my first big grant, my largest
24 grant of roughly 500,000 shares. So at that time they were

1 placing a bet on me. Now you could say you didn't get fired,
2 so they must have thought you were performing. But the bulk
3 of my -- the value of the last couple of years were stock that
4 was given in the early years of becoming COO. So --

5 Q The so what --

6 A So you're asking for --

7 MR. MARKS: Can you not interrupt? Could he finish,
8 Your Honor?

9 MR. SMITH: I did -- I thought he was. He paused.

10 THE WITNESS: No. So you're asking for a black and
11 white. I -- I worked hard, I was rewarded and I was at the
12 right time at the right place and I got stock options at a
13 very fortuitous time and DaVita did remarkably well.

14 Q Okay.

15 A Some of which I contributed to, some external
16 factors, et cetera.

17 Q Let me see if you can agree to the very basic
18 proposition of you wouldn't have been in that position in the
19 absence of the career that proceeded in the 20 years prior to
20 that time, you wouldn't have been working for DaVita as the
21 Chief Exec -- or Chief Operating Officer, would you?

22 A It's fair to say that my past career and all of the
23 things that I've done along those 20 years played a key role
24 in getting me to DaVita and then staying there I earned that

1 through hard work and delivering results.

2 Q In terms of your successes of an executive, don't
3 relationships matter? I mean, in the -- your case you had
4 received a job through a relationship, correct?

5 A Relationships matter particularly when it's
6 privately held. Publically traded companies and private
7 equity and venture capital, relationships are good for while.
8 And then you deliver or you don't and you go. It's that
9 simple.

10 Q Isn't it typical for an executive in your industry
11 to make more money as they gain more experience?

12 A It's not a black and white answer. It depends on --
13 my base has been unchanged over the years. We've had very
14 fortuitous stock increases. Warren Buffet investing in DaVita
15 artificially propped up the stock by 30, 35 percent. So I --
16 I don't know how to answer that. It's -- it depends on stock
17 price, when they're given options, their vesting period. et
18 cetera.

19 I mean, my -- my money has come through stock
20 options. I mean, my base is a very respectable base, but it's
21 been fixed for years. So I can't answer another executive
22 without knowing the details of the company they're going to
23 work for.

24 Q Okay. But sales executives who are out five years

1 don't get stock options, right? It's the senior executives
2 that receive the large bonuses and stock options.

3 MR. MARKS: Your Honor, beyond the scope. It's
4 irrelevant. He's not here to talk about all other companies
5 and everything. I think he's answered it regarding himself,
6 but he can't generalize.

7 THE COURT: Well --

8 MR. MARKS: He's not an economics --

9 THE COURT: No.

10 MR. MARKS: -- professor talking --

11 THE COURT: The objection --

12 MR. MARKS: -- about --

13 THE COURT: Well, the objection's overruled. I
14 don't view the witness as an expert in that area and his
15 testimony is limited to his personal experience. But the
16 witness --

17 MR. MARKS: But --

18 THE COURT: -- may answer the question.

19 THE WITNESS: Can you repeat the question, please?

20 BY MR. SMITH:

21 Q But let me -- let me ask the question this way.
22 Isn't it true that the higher earning executives who earn
23 money from stock options are usually at the highest levels of
24 the corporation? They're not beginning junior partners,

1 correct?

2 A It's fair to say that the more senior the executive,
3 the more options that they are granted. Correct.

4 Q When did it become apparent to you that you were
5 going to receive substantial earnings in the form of options,
6 SARs, restricted stock or other granted stock rights?

7 A Somewhere around 2008, 2009.

8 Q You don't believe that Gabrielle is working at her
9 highest capacity, correct?

10 A I think if Gabrielle wanted to do better given her
11 educational background, her incredible skill set from being an
12 investigator to a nurse to a manager to an executive to legal
13 nurse consultant she can do a lot more if she wanted to.

14 Q What is it you think that she could earn if she was
15 maximizing her potential as she sits right now?

16 A I -- I couldn't tell you.

17 Q Is there a large gap in your income between you and
18 Gabrielle?

19 A Yes.

20 Q I want to show you an exhibit.

21 MS. VARSHNEY: 17.

22 Q Exhibit 17. It's in the first book that we showed
23 you, Volume one.

24 A Mine only goes up to 16.

1 MS. VARSHNEY: Okay.

2 MR. SMITH: Make it Volume two?

3 MS. VARSHNEY: Yeah, it's the first one in Volume

4 two.

5 Q Let me know -- this is a chart showing -- I want you

6 to look at your income figures on the bottom. I -- and . . .

7 probably the easiest place to compare it is the income that is

8 identified as tax return income by Mr. Marks and his chart.

9 The only difference would be we had 2015 as I think 4,000,000

10 -- 4.7 million whereas in actuality it turned out to be

11 10,109,000.

12 MR. MARKS: Your Honor, I don't think he's the right

13 witness to comment on a chart he hasn't seen ever before. If

14 they did it as a court aid, I guess they can use it as a court

15 aid. But there's no foundation for him to do it without

16 looking at Gabby's tax returns. Normally you would get all

17 that in.

18 THE COURT: Well, and to be clear, it hasn't been

19 offered yet, so I --

20 MR. MARKS: But he's looking at something he's never

21 seen before --

22 MR. SMITH: You know --

23 MR. MARKS: -- that they prepared.

24 MR. SMITH: I -- I think Mr. Marks makes a good

1 point. I'll bring it in through another witness. I don't
2 need -- I -- I just --

3 THE WITNESS: Okay.

4 MR. SMITH: But -- but it shows the gap in the --
5 that's all. It just --

6 MR. MARKS: No one's disputing there's a gap.

7 MR. SMITH: Yeah, I would think not.

8 BY MR. SMITH:

9 Q In regard to the -- savings and investment has
10 always been part of your -- your life as -- since the time
11 that you married Gabby, correct?

12 A I'm sorry, can you ask the question again?

13 Q Since the time you married Gabby savings and
14 investment has been part of your -- your -- with the way you
15 handled your money, correct?

16 A I didn't have any real money to invest until the
17 last -- I can't read the chart, but most of the money we had
18 early in terms of net worth was real estate. It wasn't -- I
19 didn't cash my first stock option until after DaVita acquired
20 Gambro where I got a fortuitous stock acceleration.

21 Q Okay. But your -- your net worth was \$4,000,000
22 according to Mr. Marks' chart as of 2010 before you received
23 the large stock options.

24 A I'm sure I got some early ones in the years. So I

1 was referring to the large one.

2 Q Right. You were referring -- in terms of -- of, you
3 know, where you put a lot of it in savings because you made a
4 lot of money, but even before that a portion of your money
5 went to savings and investment, correct, even if that
6 investment was real estate?

7 A Sure.

8 Q And that was part of your lifestyle.

9 A It continues to be a part of my lifestyle.

10 Q Right. You don't spend everything you make, right?

11 A No.

12 Q And you didn't -- you didn't when you were first
13 married to Gabby and you don't do that now. That hasn't
14 changed, just the numbers have changed.

15 MR. MARKS: Objection, compound.

16 THE COURT: Overruled.

17 BY MR. SMITH:

18 Q You didn't -- you -- investing in savings was part
19 of your lifestyle. You have indicated that. What I'm asking
20 is you never spent all the money you made when you were with
21 Gabby either in the beginning or now. It's just the amount
22 you save is larger.

23 MR. MARKS: Your Honor, it's a compound. I don't
24 think he can answer. It's three parts.

1 THE COURT: Sustained.
2 BY MR. SMITH:
3 Q The -- you and Gabby never spent everything you
4 earned, correct?
5 A Correct.
6 MR. MARKS: Objection, foundation. For what year?
7 MR. SMITH: Any year.
8 THE WITNESS: Correct.
9 THE COURT: You can answer.
10 BY MR. SMITH:
11 Q Correct?
12 A Correct.
13 Q And in fact, savings was something that you
14 considered when you had conversations with Gabby about
15 financing matters you considered savings as part of that.
16 A Correct.
17 Q In fact, you had numerous discussions with -- with
18 Gabrielle over the years about retirement and how you would
19 save for your retirement.
20 A I don't recall those conversations.
21 Q Did you have any communications with Gabrielle about
22 retirement that you recall in the form of either conversations
23 or communications via text or email?
24 A I don't recall.

1 Q Now you have the same pattern that you had with
2 Gabrielle. You don't spend everything you earn, correct?
3 A My spending is commensurate with my income.
4 Q Right. So savings is part of your -- your life now
5 even though you make substantially more money, correct?
6 A Savings or investing.
7 Q Right. And so the savings and investing has just
8 gone up, correct?
9 A Correct.
10 Q All right. And you did that even though you had a
11 lifestyle -- you -- you saved money even though you had a
12 lifestyle of exotic cars. You'll agree that they're
13 considered exotic cars, Bentleys, Ferraris, Rolls-Royce,
14 Mercedes, Tesla, Porsche, correct?
15 MR. MARKS: Objection, compound.
16 BY MR. SMITH:
17 Q Did you --
18 THE COURT: Sustained.
19 Q Did you own the following cars: Porsche, Tesla,
20 Mercedes, Rolls-Royce, Bentley and Ferrari?
21 A I have at times and I do, yes.
22 Q Okay. Now you presently own two Bentleys and a
23 Ferrari, is that correct?
24 A Correct.

1 Q And a Mercedes.
2 A A lease, yes.
3 Q Okay. You also owned yachts?
4 A I have.
5 Q Okay. You've sold them now since the time of this
6 litigation, but you hold -- you had two yachts, correct?
7 A Correct.
8 Q You had -- you have a mansion in Beverly Hills.
9 A It's a 5,000 foot house. It's not --
10 Q I looked up --
11 A -- a mansion.
12 Q -- the word mansion because I thought you would say
13 something like that. So mansion is a large impressive home --
14 house of a wealthy person. Does it mean that definition under
15 Mary Motzer (ph)?
16 A I have a nice house in Beverly Hills.
17 Q It's actually 6,000 square feet. Were you aware of
18 that?
19 A Okay.
20 MR. MARKS: Objection, argumentative. They both
21 have mansions by the definition.
22 THE COURT: Well, no the --
23 MR. SMITH: Well, actually, hers is 3,000, but --
24 THE COURT: No, the question is --

1 THE WITNESS: Hers is 7,000.
2 THE COURT: -- actually 6,000 square foot.
3 MR. MARKS: Hers is 7,000. Hers is 7,000.
4 THE COURT: Well --
5 MR. MARKS: His is 5 --
6 MR. SMITH: It's 3,000. Where does he get 7,000?
7 MR. MARKS: The new house is --
8 MS. CIOFFI-KOGOD: The new house.
9 MR. MARKS: -- 7,000.
10 MR. SMITH: Oh, the new house. Okay. The one that
11 she purchased --
12 THE COURT: The objection is overruled.
13 BY MR. SMITH:
14 Q All right. And do you know if it's 6,000 or 5,000?
15 A I don't know.
16 Q All right. The -- you have also been able to
17 provide homes for your parents and brother, correct?
18 A Correct.
19 Q When you travel, you travel to the finest hotels,
20 Four Seasons, Ritz Carlton, that's how you travel when you
21 travel personally, correct?
22 A For the most part. I have also stayed at Westins
23 and Hyatts and Sofitels and --
24 Q You fly on private jets for some travel, correct?

1 A Are we talking work or business?

2 Q For -- for play. You actually fly on private jets

3 and sometimes for -- through DaVita for your travel, correct?

4 A I -- I use my allocated board approval hours for

5 private --

6 Q Okay.

7 A Sure.

8 Q So that's a long way of saying yes, correct?

9 A What I'm allocated, yes.

10 Q Okay. And you -- you have custom made suits,

11 correct?

12 A The price I pay for a suit in Asia doesn't compare

13 to what you would pay for a suit here in America.

14 Q All right. So but you do have custom made suits,

15 right?

16 A That are far less expensive than getting -- walking

17 into a Neiman Marcus and buying one here.

18 Q You shop at the finest stores. You shop at

19 Varvatos, Saks Fifth Avenue and Neiman Marcus, correct?

20 A And I shop for sales at those stores too.

21 Q Okay. And you've taken various -- well, with all

22 that living that lifestyle whether you describe it as a

23 wealthy lifestyle or not, you've still been able to save

24 millions of dollars, correct?

1 A Correct.

2 Q And you expect savings to be part of your lifestyle
3 in the future, correct?

4 A My future looks very different today than it did
5 over the last couple of years. I don't know what the future
6 entails.

7 Q But you will never spend every dollar you earn or
8 receive as an investment (indiscernible) --

9 MR. MARKS: Your Honor, it calls for speculation
10 about the future.

11 THE WITNESS: I --

12 THE COURT: Overruled.

13 MR. SMITH: Yes, he controls his --

14 BY MR. SMITH:

15 Q And do you expect savings to be part of your
16 lifestyle in the future -- regardless of how much money you're
17 making?

18 A I expect that savings will be a big part of my
19 lifestyle because my ability to earn what I've earned and work
20 will deteriorate over time. So savings becomes a big part of
21 it.

22 Q You -- you would agree that you have greater
23 sophistication in business and investments that Gabrielle,
24 correct?

1 A Relative to Gabrielle, yes. Relative to trained
2 professionals, trained managers at UBS not at all.

3 Q Have you ever consulted Gabrielle for her opinion on
4 investments?

5 A No.

6 Q You received investment opportunities that would --
7 as a result of your position at DaVita and your association
8 with the folks at DaVita that would otherwise not be available
9 to you, correct?

10 A You have to elaborate, please.

11 Q New Enterprise Associates, describe for me what the
12 investment is.

13 A It is a -- first of all, it's a private equity that
14 specializes in healthcare, global healthcare among other parts
15 of their business. Anyone can invest in NEA. When they do a
16 new fund, it goes out to all the investment houses, UBS, Wells
17 Fargo, whoever. The only consideration I was given was the
18 minimum of investing in NEA was \$5,000,000. And they made an
19 exception to let me invest only a million.

20 Q Right. And that exception -- was as a result --

21 THE COURT: Okay. We're -- we're going to break at
22 this point.

23 MR. SMITH: Okay.

24 THE COURT: And I'm sorry to cut you off

1 midstream --

2 MR. SMITH: No..

3 THE COURT: -- but let's -- we'll pickup tomorrow at

4 1:30.

5 MR. MARKS: 1:30 to 5:00 tomorrow?

6 THE COURT: Yeah.

7 MR. MARKS: And we're going 8:30 to 5:00 Thursday

8 and Friday?

9 THE COURT: Yeah.

10 MR. MARKS: I'd just like to know for my scheduling,

11 does Mr. Smith intend to finish tomorrow at some point so I

12 know what witnesses or what I need to do for tomorrow?

13 MR. SMITH: I don't believe we'll even be done with

14 Mr. Kogod at the end of tomorrow. So if -- Judge, if I'm

15 going to be allotted I think nine hours --

16 THE COURT: Nine hours.

17 MR. SMITH: -- you indicated --

18 THE COURT: Yeah.

19 MR. MARKS: Then Gabby -- could I just get some idea

20 of what --

21 MR. SMITH: I can't possibly finish this case in

22 nine hou -- it's just -- it's not --

23 THE COURT: Well, no. I -- listen, it can be done.

24 If I -- if I felt like every minute I was getting something --

1 MR. MARKS: Judge, could I ask you --
2 THE COURT: See, I might -- I might agree with you,
3 but not --
4 MR. MARKS: Can I find out the order?
5 THE COURT: That is plenty of time.
6 MR. MARKS: Can I just get the order of when he's
7 calling his clients so I know?
8 MR. SMITH: Well, again, I think that I'll finish
9 with Dennis Kogod and then we'll probably have to -- because
10 Mr. Marks insists on them being read into the record --
11 MR. MARKS: Well --
12 MR. SMITH: -- the depositions, so we're going to
13 read the deposition into the record and then go to Gabby; then
14 the experts.
15 MR. MARKS: Okay. That's fine. I don't insist. I
16 think that's the law because if either party appeals and you
17 don't have it in the record, it's not in the record.
18 THE COURT: Well, listen. I -- I -- and I -- I
19 offered -- I don't have a problem with that coming into the
20 record. And I'll have the -- I'll read --
21 MR. MARKS: I'm not sure that --
22 THE COURT: I'll go through every exhibit.
23 MR. MARKS: I thought there was a case in Nevada
24 saying you couldn't do that.

1 THE COURT: Well, but if you stipulate to it and it
2 comes into the record and I review it --
3 MR. MARKS: But then we can't object. We can't --
4 THE COURT: And that's -- that's the issue. You
5 have the right as -- as you read through that -- that
6 transcript. And that's why my hope was perhaps you could
7 short circuit it and agree to portions that are relevant and
8 even extract, because I -- I can spend that time reading. I'm
9 -- I'm telling you, that's the one part of this experience
10 that I'm not necessarily looking forward to having someone
11 read deposition testimony into the record.
12 MR. MARKS: Judge, you know all objections are in
13 form or preserved. So otherwise a depo because evidence --
14 THE COURT: I -- I get that.
15 MR. MARKS: Yeah.
16 THE COURT: And I'm not saying you have to waive
17 that right to be able to state objections, but the -- the
18 question I have is if you go through those transcripts and you
19 focus on those --
20 MR. MARKS: Right.
21 THE COURT: -- those --
22 MR. MARKS: But --
23 THE COURT: -- portions, you -- you can --
24 MR. MARKS: Sure.

1 THE COURT: -- we've stipulated to certain pages and
2 even redact those portions where maybe there is an legitimate
3 objection to streamline this process.

4 MR. MARKS: Sure. He would have to send me --

5 THE COURT: But --

6 MR. MARKS: -- those portions and I'd look at them.

7 THE COURT: But I -- I keep track of the time, when
8 we start, when we end. I'm -- I'm typing an outline as we go
9 along, but --

10 MR. SMITH: But how many hours am I in now? Because
11 I didn't know. I didn't keep the time of when we finished our
12 opening statements.

13 THE COURT: We started at -- at 1:58. The
14 Plaintiff's opening was 16 minutes, Defendant's opening was 37
15 minutes. So that's part of your time allocation. And then we
16 had 65 minutes before we took our break and 50 minutes this --
17 this concluding portion.

18 MR. MARKS: How much, 50?

19 THE COURT: 50 and 65 for the Defendant's testimony.

20 MR. MARKS: Which is on --

21 THE COURT: Six --

22 MR. MARKS: -- his time.

23 THE COURT: Correct. And cross examination -- or
24 any -- any examination on either side is on your --

1 MR. MARKS: Right.

2 THE COURT: -- respective time.

3 MR. MARKS: I -- I understand.

4 THE COURT: So keep that in mind as you -- and I'll
5 give you periodic updates on how much time you've used.

6 MR. SMITH: So Judge, cross examination then falls
7 on your time. So if I --

8 THE COURT: Right.

9 MR. SMITH: Okay.

10 THE COURT: Yeah, one -- any examination is part of
11 your time.

12 MR. SMITH: So how does the witnesses (sic) that are
13 read into the record, how does that time get taken? Because
14 my position is we don't need to read them in the record. Mr.
15 Marks can states his objection to any portion of the
16 deposition that he thinks he needs to state. He stated form
17 of the question or privileged objections at the time of the
18 deposition. If he has additional objections, he could be
19 prepared to state those at the time of the presentation of the
20 witness.

21 THE COURT: Well, let -- let me ask you in that
22 regard, because my preference ultimately would be to have the
23 deposition reading saved until last. I don't know if you feel
24 like there is a specific reason you -- that you -- because if

1 -- if you did admit them into the record, I probably wouldn't
2 read them until I take it under advisement. So I -- I guess
3 my premise is I don't necessarily need to hear those before I
4 hear the experts. The sense I get is it will lay a foundation
5 factually for me upon which I can base findings.

6 So I would prefer to hear the live testimony first
7 and then to the extent that there is an issue with respect to
8 the -- the deposition transcripts, I can deal with that at the
9 end. I'd rather see the time used on live testimony on both
10 sides and then we can talk about how we manage the deposition
11 transcripts at the end.

12 MR. SMITH: Well, some of the deposition transcript
13 testimony would be the predicate for some of the expert
14 report. So as long as we understand that the expert will be
15 granted leeway to testify about what's contained in the
16 depositions before the depositions are in the record, I'm
17 fine, but that -- I -- that would be an unusual way to do it.

18 THE COURT: Well, except that if you stipulated to
19 just have the deposition transcripts in the record, you're --

20 MR. SMITH: I'm a hundred percent okay with that.
21 It's --

22 MR. MARKS: Judge, the expert can take into account
23 things outside the records --

24 THE COURT: No, I --

1 MR. MARKS: -- so I think your suggestion of let's
2 do the live parties and then we might have time to excerpt
3 what we agree could be read and that it would be part of the
4 record in some fashion.

5 THE COURT: Right. I -- I think I would --

6 MR. MARKS: It makes more sense to --

7 THE COURT: I -- I --

8 MR. MARKS: -- use the live time.

9 THE COURT: I -- I would prefer -- let's -- let's
10 use the time we have for the live testimony. If -- and -- and
11 I direct Counsel to communicate. In regards to the
12 transcripts, see what you can agree to of just having that
13 admitted into the record. If there are specific areas of
14 objection, I don't have a problem with entertaining that as
15 well --

16 MR. MARKS: Do you want to take this back?

17 THE COURT: -- and making a ruling from an
18 evidentiary standpoint and determining what comes in or stays
19 out.

20 MR. SMITH: Okay.

21 THE COURT: But I -- I -- it's better time spent if
22 we focus on the live testimony.

23 MR. MARKS: But just so I know tomorrow you think
24 you're going to be with Dennis -- until you are done.

1 MR. SMITH: I don't know. Based on the time frames
2 now and the limits on the amount of time we can present this
3 case, I may have to adjust some things. So I don't know the
4 answer.

5 THE COURT: Okay. All right. Well, we'll start
6 again at -- at 1:30 tomorrow.

7 MR. MARKS: All right. Thank you, Your Honor.

8 THE COURT: All right. Thank you.

9 MR. SMITH: Thank you.

10 THE COURT: Thank you.

11 (PROCEEDINGS CONCLUDED AT 16:58:54)

12 * * * * *

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

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Adrian Medrano

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Adrian N. Medrano

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