NOTC
Aaron D. Grigsby
Nevada Bar No. 9043
The Grigsby Law Group
A Professional Corporation
2880 West Sahara Ave,
Las Vegas, Nevada 89102
Telephone: (702) 202-5235
Facsimile: (702) 944-7856

## DISTRICT COURT

FAMILY DIVISION
CLARK COUNTY, NEVADA
BARTHOLOMEW MAHONEY,
Plaintiff, Case No. D-13-477883-D
vS.
Dept. No. S
BONNIE MAHONEY,
Defendant,

NOTICE OF APPEAL
Notice is hereby given that Plaintiff, Bartholomew Mahoney, hereby appeals to the Supreme Court of Nevada from the Findings of Fact, Conclusions Of Law, Order And Judgment From The December 3, 2020 Evidentiary Hearing entered in this action on December 28, 2021.

DATED this $26^{\text {th }}$ day of January, 2021

By: $\frac{\text { /s/Aaron Grigsby }}{\text { Aaron D. Grigsby, Esq. }}$
Nevada Bar No. 9043
2880 West Sahara Ave.
Las Vegas, Nevada 89102

## CERTIFICATE OF SERVICE

I hereby certify that service of the Notice of Appeal was made on the $26^{\text {th }}$ day of January, 2021, pursuant to NRCP 5(b) and pursuant to EDCR 8.05(2), EDCR 8.05(f) and Administrative Order 14-2, by mandatory electronic service through the Eighth Judicial District Court's electronic filing system or United States Mail to the following address.

Kimberly Stutzman, Esq
Radford J. Smith, Chartered
2470 St. Rose Parkway Suite 206
Henderson, Nevada 89014
kstutzman@radfordsmith.com
/s/ Jackson Newark
Employee of The Grigsby Law Group

ASTA

Aaron D. Grigsby
Nevada Bar No. 9043
The Grigsby Law Group
A Professional Corporation
2880 West Sahara Ave,
Las Vegas, Nevada 89102
Telephone: (702) 202-5235
Facsimile: (702) 944-7856
aaron@grigsbylawgroup.com
Attorney for Bartholomew Mahoney

## DISTRICT COURT

FAMILY DIVISION
CLARK COUNTY, NEVADA
BARTHOLOMEW MAHONEY,
Plaintiff,
Case No. D-13-477883-D
vs.
Dept. No. S
BONNIE MAHONEY,
Defendant,

## CASE APPEAL STATEMENT

A.Name of Appellant filing this case appeal statement:

Bartholomew Mahoney
B.Identify the judge issuing the decision, judgment, or order appealed from:

The Honorable Vincent Ochoa, Eighth Judicial District Court
C.Identify each appellant and the name and address of counsel for each appellant: Bartholomew Mahoney, Appellant

Aaron D. Grigsby, Esq
Grigsby Law Group
2880 West Sahara Ave.
Las Vegas, Nevada 89102
Counsel for Appellant
D.Identify each respondent and the name and address of appellate counsel, if known, otherwise name and address of respondent's trial counsel:
Bonnie Mahoney, Respondent
Kimberly Stutzman, Esq
Radford J. Smith, Chartered
2470 St. Rose Parkway Suite 206
Henderson, Nevada 89014
kstutzman@radfordsmith.com
Counsel for Respondent
E.Identify whether Appellant was represented by appointed counsel in the district court: Appellant was not represented by appointed counsel in the district court.
F.Identify whether appellant is represented by appointed counsel on appeal: Appellant is not represented by appointed counsel on appeal.
G.Identify if Appellant was granted leave to proceed in forma pauperis and if so, the date of the district court's order granting that leave: No
H. Date that the proceedings commenced in the district court: May 9, 2019
I. Provide a brief description of the nature of the action and result in district court, including the type of judgment or order being appealed and the relief granted by the district court: Post Decree of Divorce action. On May 9, 2019 Defendant filed a Motion to adjudicate the arrears. Mr. Mahoney filed an Opposition and Countermotion. An evidentiary hearing was set on the Motion and Countermotion. Counsel for Mr. Mahoney withdrew in April 2020. In May 2020, a Stipulation and Order to continue evidentiary hearing was filed between Defendant's counsel and Mr. Mahoney in proper person. The evidentiary hearing was rescheduled several times. Mr. Mahoney was not provided notice of the evidentiary hearing by the Court when he was in proper person. Mr. Mahoney was not present for the evidentiary hearing and an adverse ruling was entered by the District Court. Mr. Mahoney is appealing that judgment.
J.Identify if the case been the subject of an appeal to or original writ proceeding in the Supreme Court: No.
K.Identify if appeal involves child custody and visitation: No.
L. Identify if appeal involves the possibility of settlement: Yes.

Dated this $26^{\text {th }}$ day of January, 2021
$\frac{\text { /s/Aaron Grigsby }}{\text { Aaron D. Grigsby, Esq. }}$ Nevada Bar No. 9043 2880 West Sahara Ave. Las Vegas, Nevada 89102 (702) 202-5235

## CERTIFICATE OF SERVICE

I hereby certify that service of the Case Appeal Statement was made on the $26^{\text {th }}$ day of January, 2021, pursuant to NRCP 5(b) and pursuant to EDCR 8.05(2), EDCR 8.05(f) and Administrative Order 14-2, by mandatory electronic service through the Eighth Judicial District Court's electronic filing system or United States Mail to the following address.

Kimberly Stutzman, Esq
Radford J. Smith, Chartered
2470 St. Rose Parkway Suite 206
Henderson, Nevada 89014
kstutzman@radfordsmith.com
/s/ Jackson Newark
Employee of The Grigsby Law Group

# Eighth Judicial District Court 

## Case Summary

## CASE NO. D-13-477883-D

| Bartholomew M Mahoney, Plaintiff | $\S$ | Location:Department S <br> vs. <br> Bonnie M Mahoney, Defendant. |
| :--- | :---: | ---: |
|  | $\S$ | Judicial Officer: |
| Ochoa, Vincent |  |  |

## CASE INFORMATION



# Eighth Judicial District Court <br> Case Summary 

CASE NO. D-13-477883-D

|  | Sotion to Set Aside |
| :---: | :---: |
|  | Filed by: Counter Defendant Mahoney, Bartholomew M; Attorney Grigsby, Aaron D, ESQ |
| Pltf's Motion to Set Aside Findings of Fact, Conclusions of Law, Order and Judgment from the |  |
| December 3, 2020 Evidentiary Hearing and Order Granting Attorney's Fees and Costs |  |

# Eighth Judicial District Court <br> <br> Case Summary 

 <br> <br> Case Summary}

CASE NO. D-13-477883-D

|  | Notice of Rescheduling of Hearing |
| :---: | :---: |
| 05/04/2020 | Stipulation and Order <br> Stipulation and Order to Continue |
| 04/28/2020 | Notice of Entry <br> Filed By: Counter Defendant Mahoney, Bartholomew M Notice of Entry of Order |
| 04/28/2020 | Order <br> Filed By: Counter Defendant Mahoney, Bartholomew M Order for Withdrawal of Counsel |
| 04/27/2020 | Order Order to Withdraw |
| 04/22/2020 | Request <br> Filed By: Counter Defendant Mahoney, Bartholomew M Request for Submission |
| 04/01/2020 | Clerk's Notice of Hearing Clerk's Notice of Hearing |
| 03/31/2020 | Motion for Withdrawal <br> Filed By: Counter Defendant Mahoney, Bartholomew M Motion to Withdraw |
| 03/24/2020 | Financial Disclosure Form <br> Filed by: Counter Claimant Mahoney, Bonnie M Defendant's Updated Financial Disclosure Form |
| 02/26/2020 | Notice <br> Filed By: Attorney Grigsby, Aaron D, ESQ Notice of Change of Law Firm Address |
| 02/04/2020 | Affidavit of Service <br> Filed By: Counter Claimant Mahoney, Bonnie M Affidavit of Service |
| 12/13/2019 | Notice of Entry of Order <br> Filed By: Counter Claimant Mahoney, Bonnie M Notice of Entry of Order After November 13, 2019 Hearing |
| 12/13/2019 | Financial Disclosure Form <br> Filed by: Counter Defendant Mahoney, Bartholomew M Financial DIsclosure Form |
| 12/13/2019 | Order <br> Filed By: Counter Claimant Mahoney, Bonnie M Order After November 13, 2019 Hearing |
| 10/08/2019 | Schedule of Arrearages <br> Filed by: Counter Claimant Mahoney, Bonnie M Updated Schedule of Arrearages |
| 10/04/2019 | Reply to Opposition <br> Filed by: Counter Claimant Mahoney, Bonnie M <br> Plaintiff's Reply in Support of her Motion to Reduce Arrearages, Interest, and Penalties to Judgment; to Modify Alimony; to Review Child Support, for Sanctions and Attorney's Fees and Costs |
| 09/18/2019 | Notice of Entry of Order <br> Filed By: Counter Claimant Mahoney, Bonnie M Notice of Entry of Order After August 22, 2019 Hearing |

# Eighth Judicial District Court <br> <br> Case Summary 

 <br> <br> Case Summary}

CASE NO. D-13-477883-D

| 09/17/2019 | Order <br> Filed By: Counter Claimant Mahoney, Bonnie M Order After August 22, 2019 Hearing |
| :---: | :---: |
| 08/21/2019 | Opposition and Countermotion <br> Filed By: Counter Defendant Mahoney, Bartholomew M Opposition to Motion to Reduce Arrearages, Interest and Penalties to Judgment; to Modify Alimony; to Review Child Support, for Sanctions and Attorney s Fees and Costs and Countermotion to Strike Motion and for Attorney s Fees and Costs |
| 08/16/2019 | Notice of Appearance <br> Party: Counter Defendant Mahoney, Bartholomew M Notice of Appearance of Counsel |
| 07/24/2019 | Certificate of Service <br> Filed by: Counter Claimant Mahoney, Bonnie M Certificate of Service |
| 07/24/2019 | Request <br> Filed By: Counter Claimant Mahoney, Bonnie M <br> Request for Submission of Motion Pursuant to EDCR 5.502 |
| 06/25/2019 | Certificate of Service <br> Filed by: Counter Claimant Mahoney, Bonnie M Certificate of Service |
| 06/07/2019 | Notice of Entry of Order <br> Filed By: Counter Claimant Mahoney, Bonnie M Notice of Entry of Order Granting Ex Parte Request to Continue Hearing |
| 06/07/2019 | Order <br> Filed By: Counter Claimant Mahoney, Bonnie M Order Granting Ex Parte Request to Continue Hearing |
| 06/07/2019 | Certificate of Service <br> Filed by: Counter Claimant Mahoney, Bonnie M Certificate of Service |
| 06/06/2019 | Notice of Rescheduling of Hearing Notice of Rescheduling of Hearing |
| 05/30/2019 | Ex Parte <br> Filed By: Counter Claimant Mahoney, Bonnie M Ex Parte Request for Order to Continue the Hearing |
| 05/09/2019 | Exhibits <br> Filed By: Counter Claimant Mahoney, Bonnie M Defendant's Appendix of Exhibits to her Motion |
| 05/09/2019 | Certificate of Service <br> Filed by: Counter Claimant Mahoney, Bonnie M Certificate of Service |
| 05/09/2019 | Notice of Hearing Notice of Hearing |
| 05/09/2019 | Financial Disclosure Form <br> Filed by: Counter Claimant Mahoney, Bonnie M Financial Disclsoure Form |
| 05/09/2019 | Schedule of Arrearages <br> Filed by: Counter Claimant Mahoney, Bonnie M Schedule of Arrearages |
| 05/09/2019 |  |

# Eighth Judicial District Court <br> <br> Case Summary 

 <br> <br> Case Summary}

CASE NO. D-13-477883-D

|  | Motion <br> Filed By: Counter Claimant Mahoney, Bonnie M Motion to Reduce Arrearages, Interest, and Penalties to Judgment; to Modify Alimony; to Review Child Support, for Sanctions and Attorney's Fees and Costs |
| :---: | :---: |
| 03/04/2019 | Administrative Reassignment to Department S Judicial Reassignment - From Judge Linda Marquis to Judge Vincent Ochoa |
| 02/08/2016 | Notice of Entry of Decree <br> Party: Counter Claimant Mahoney, Bonnie M Notice of Entry of Decree of Divorce |
| 02/08/2016 | Notice of Withdrawal <br> Filed by: Counter Defendant Mahoney, Bartholomew M Notice of Withdrawal of Counsel |
| 02/08/2016 | Notice of Entry of Decree <br> Party: Counter Defendant Mahoney, Bartholomew M Notice of Entry of Decree of Divorce |
| 02/03/2016 | Decree of Divorce <br> Filed by: Counter Defendant Mahoney, Bartholomew M Decree of Divorce |
| 01/28/2016 | Notice <br> Filed By: Counter Claimant Mahoney, Bonnie M Defendant's Notice of Intent to Appear by Communication Equipment |
| 12/28/2015 | Notice of Hearing Notice of Hearing |
| 10/23/2015 | 5 Order <br> Filed By: Counter Defendant Mahoney, Bartholomew M Order |
| 10/23/2015 | Notice of Entry of Order <br> Filed By: Counter Defendant Mahoney, Bartholomew M Notice of Entry of Order |
| 10/14/2015 | Request for Summary Disposition <br> Filed by: Counter Defendant Mahoney, Bartholomew M Request for Summary Disposition |
| 10/14/2015 | Affidavit of Resident Witness <br> Filed by: Counter Defendant Mahoney, Bartholomew M Affidavit of Resident Witness |
| 08/11/2015 | Pre-trial Memorandum <br> Filed By: Counter Claimant Mahoney, Bonnie M Defendant's Pre-Trial Memorandum |
| 08/07/2015 | Notice of Taking Deposition <br> Filed by: Counter Claimant Mahoney, Bonnie M <br> Notice of Taking Deposition of Custodian of Records for MGM Grand Hotel and Casino |
| 07/31/2015 | Notice of Non Opposition <br> Filed by: Counter Claimant Mahoney, Bonnie M Notice of Non Opposition |
| 07/28/2015 | Certificate of Mailing <br> Filed By: Counter Defendant Mahoney, Bartholomew M Certificate of Mailing |
| 07/27/2015 | 5 Order Shortening Time <br> Filed By: Counter Defendant Mahoney, Bartholomew M |

# Eighth Judicial District Court <br> Case Summary 

CASE NO. D-13-477883-D

|  | Order Shortening Time |
| :---: | :---: |
| 07/22/2015 | Ex Parte Petition <br> Filed by: Counter Defendant Mahoney, Bartholomew M Ex Parte Application for Order Shortening Time |
| 07/20/2015 | Motion <br> Filed By: Counter Defendant Mahoney, Bartholomew M Motion to Withdraw as Counsel of Record |
| 07/16/2015 | Subpoena <br> Filed By: Counter Claimant Mahoney, Bonnie M Subpoena Duces Tecum |
| 07/16/2015 | Notice of Taking Deposition <br> Filed by: Counter Claimant Mahoney, Bonnie M <br> Notice of Taking Deposition of Custodian of Records for Southern Wine \& Spirits |
| 07/02/2015 | Filed By: Counter Defendant Mahoney, Bartholomew M Affidavit of Service |
| 06/22/2015 | Notice of Taking Deposition <br> Filed by: Counter Claimant Mahoney, Bonnie M <br> Notice of Taking Deposition of Custodian of Records for Southern Wine \& Spirits |
| 06/15/2015 | Subpoena Duces Tecum <br> Filed by: Counter Claimant Mahoney, Bonnie M Subpoena Duces Tecum Harrah's Las Vegas LLC. |
| 06/15/2015 | Subpoena Duces Tecum <br> Filed by: Counter Claimant Mahoney, Bonnie M Subpoena Duces Tecum Innerout, Inc. |
| 06/15/2015 | Subpoena Duces Tecum <br> Filed by: Counter Claimant Mahoney, Bonnie M Subpoena Duces Tecum Suncoast Hotel and Casino |
| 06/15/2015 | Subpoena Duces Tecum <br> Filed by: Counter Claimant Mahoney, Bonnie M Subpoena Duces Tecum ETT, Inc. |
| 06/15/2015 | Subpoena Duces Tecum <br> Filed by: Counter Claimant Mahoney, Bonnie M Subpoena Duces Tecum Rampart Casino |
| 06/15/2015 | Subpoena Duces Tecum <br> Filed by: Counter Claimant Mahoney, Bonnie M Subpoena Duces Tecum United Coin Machine Co. |
| 06/15/2015 | Subpoena Duces Tecum <br> Filed by: Counter Claimant Mahoney, Bonnie M <br> Subponea Duces Tecum Parball Corporation DBA Bally's Las Vegas |
| 06/15/2015 | Subpoena Duces Tecum <br> Filed by: Counter Claimant Mahoney, Bonnie M Subpoena Duces Tecum Becker Gaming Group |
| 06/10/2015 | Notice of Hearing <br> Filed By: Counter Defendant Mahoney, Bartholomew M Notice of Hearing |
| 06/10/2015 | Notice of Rescheduling of Hearing <br> Filed by: Counter Defendant Mahoney, Bartholomew M Notice of Rescheduling of Hearing |

## Eighth Judicial District Court <br> Case Summary

CASE NO. D-13-477883-D

| 06/03/2015 | Financial Disclosure Form <br> Filed by: Counter Claimant Mahoney, Bonnie M General Financial Disclosure Form |
| :---: | :---: |
| 06/03/2015 | Notice of Appearance <br> Party: Counter Defendant Mahoney, Bartholomew M Notice of Appearance |
| 05/27/2015 | Case Management Order <br> Filed by: Counter Defendant Mahoney, Bartholomew M Case Management Order |
| 05/21/2015 | Order Shortening Time <br> Filed By: Counter Defendant Mahoney, Bartholomew M Order Shortening Time |
| 05/18/2015 | Ex Parte Application for Order <br> Party: Counter Defendant Mahoney, Bartholomew M Ex Parte Application for an Order Shortening Time |
| 05/15/2015 | Ex Parte Application <br> Filed by: Counter Claimant Mahoney, Bonnie M Ex-Parte Application for an Order Shortening Time |
| 05/15/2015 | Notice of Taking Deposition <br> Filed by: Counter Claimant Mahoney, Bonnie M <br> Amended Notice of Taking Deposition of Custodian of Records for ETT, Inc. |
| 05/15/2015 | Notice of Taking Deposition <br> Filed by: Counter Claimant Mahoney, Bonnie M Amended Notice of Taking Deposition of Custodian of Records for Harrah's Las Vegas, LLC |
| 05/15/2015 | Notice of Taking Deposition <br> Filed by: Counter Claimant Mahoney, Bonnie M <br> Amended Notice of Taking Deposition of Custodian of Records for Parball Corporation DBA Bally's Las Vegas |
| 05/15/2015 | Notice of Taking Deposition <br> Filed by: Counter Claimant Mahoney, Bonnie M <br> Amended Notice of Taking Deposition of Custodian of Records for United Coin Machine, Co. |
| 05/15/2015 | Notice of Taking Deposition <br> Filed by: Counter Claimant Mahoney, Bonnie M <br> Amended Notice of Taking Deposition of Custodian of Records for Rampart Casino |
| 05/15/2015 | Certificate of Mailing <br> Filed By: Counter Claimant Mahoney, Bonnie M Certificate of Mailing |
| 05/15/2015 | Filed By: Counter Claimant Mahoney, Bonnie M Certificate of Mailing |
| 05/15/2015 | Notice of Taking Deposition <br> Filed by: Counter Claimant Mahoney, Bonnie M <br> Amended Notice of Taking Deposition of Custodian of Records for Suncoast Hotel \& Casino |
| 05/14/2015 | Motion to Compel <br> Filed by: Counter Claimant Mahoney, Bonnie M <br> Motion to Compel Discovery, For Sanctions, and for Attorney's Fees |
| 05/13/2015 | Filed By: Counter Claimant Mahoney, Bonnie M Certificate of Mailing |

## Eighth Judicial District Court <br> Case Summary

CASE NO. D-13-477883-D

| 05/13/2015 | Notice of Taking Deposition <br> Filed by: Counter Claimant Mahoney, Bonnie M Notice of Taking Deposition of United Coin Machine, Co. |
| :---: | :---: |
| 05/13/2015 | Notice of Taking Deposition <br> Filed by: Counter Claimant Mahoney, Bonnie M <br> Notice of Taking Deposition of Custodian of Record fro Suncoast Hotel and Casino |
| 05/13/2015 | Notice of Taking Deposition <br> Filed by: Counter Claimant Mahoney, Bonnie M Notice of Taking Deposition of Custodian of Records for Parball Corporation DBA Bally's Las Vegas |
| 05/13/2015 | Notice of Taking Deposition <br> Filed by: Counter Claimant Mahoney, Bonnie M Notice of Taking Deposition of Custodian of Records for Innerout, Inc. |
| 05/13/2015 | Notice of Taking Deposition <br> Filed by: Counter Claimant Mahoney, Bonnie M <br> Notice of Taking Deposition of Custodian of Records for Harrah's Las Vegas, LLC |
| 05/13/2015 | Notice of Taking Deposition <br> Filed by: Counter Claimant Mahoney, Bonnie M <br> Notice of Taking Deposition of Custodian of Record for Becker Gaming Group |
| 05/13/2015 | Notice of Taking Deposition <br> Filed by: Counter Claimant Mahoney, Bonnie M Notice of Taking Deposition of Custodian of Record for ETT, INC. |
| 05/13/2015 | Notice of Taking Deposition <br> Filed by: Counter Claimant Mahoney, Bonnie M Notice of Taking Deposition of Custodian of Record for Rampart Casnion |
| 05/06/2015 | Notice of Appearance <br> Party: Counter Claimant Mahoney, Bonnie M Notice of Appearance |
| 03/09/2015 | Case Management Order Case Management Order |
| 03/02/2015 | Order for Family Mediation Center Services |
| 03/02/2015 | Clerk of the Courts Notice of Change of Hearing <br> Filed by: Counter Defendant Mahoney, Bartholomew M Clerk of the Courts Notice of Change of Hearing |
| 01/15/2015 | Stipulation and Order <br> Filed By: Counter Defendant Mahoney, Bartholomew M Stipulation and Order |
| 01/05/2015 | Judicial Elections 2014 - Case Reassignment <br> Family Court Judicial Officer Reassignment 2014 |
| 09/25/2014 | Stipulation and Order <br> Filed By: Counter Claimant Mahoney, Bonnie M Stipulation and Order |
| 09/22/2014 | Certificate of Mailing <br> Filed By: Counter Defendant Mahoney, Bartholomew M Amended Certificate of Service Re: Notice of Entry of Order Re: Motion to Adjudicate Attorney's Rights, to Enforce Attorney's Lien to Judgment, for an Award of Attorney's Fees and Motion to Withdraw as Counsel for Plaintiff |
| 09/15/2014 | 5otice of Entry of Order |

## Eighth Judicial District Court <br> Case Summary

CASE NO. D-13-477883-D

|  | Filed By: Counter Defendant Mahoney, Bartholomew M <br> Notice of Entry of Order Re: Motion to Adjudicate Attorney's Rights, to Enforce Attorney's Lien to Judgment for an Award of Attorney's Fees and Motion to Withdraw as Counsel for Plaintiff |
| :---: | :---: |
| 09/15/2014 | Notice <br> Filed By: Counter Claimant Mahoney, Bonnie M Pre-Brief Note to Judge Henderson |
| 09/15/2014 | Financial Disclosure Form <br> Filed by: Counter Claimant Mahoney, Bonnie M Financial Disclosure Form |
| 09/12/2014 | Filed By: Counter Defendant Mahoney, Bartholomew M Order Re: Motion to Adjudicate Attorney's Rights, to Enforce Attorney's Lien to Judgment, for an Award of Attorney's Fees and Motion to Withdraw as Counsel for Plaintiff |
| 08/27/2014 | Notice of Scheduling Settlement Conference Notice of Scheduling Settlement Conference |
| 08/22/2014 | Filed By: Counter Defendant Mahoney, Bartholomew M Affidavit of Service |
| 08/15/2014 | Filed By: Counter Claimant Mahoney, Bonnie M Order Permitting Withdrawal of Counsel and Judgment Re: Attorney's Fees |
| 08/15/2014 | Notice of Entry of Order <br> Filed By: Counter Defendant Mahoney, Bartholomew M <br> Notice of Entry of Order Permitting Withdrawal of Counsel and Judgment Re: Attorney's Fees |
| 08/14/2014 | Order Shortening Time <br> Filed By: Counter Defendant Mahoney, Bartholomew M <br> Order Shortening Time Re: Motion to Adjudicate Attorney's Rights, to Enforce Attorney's Lien to Judgment, for an Aware of Attorney's Fees and Motion to Withdraw as Counsel for Plaintiff |
| 08/11/2014 | Opposition <br> Filed By: Counter Claimant Mahoney, Bonnie M Opposition To Adjudicate Attorney's Rights; Enforce Attorney's Lien |
| 08/06/2014 | Request <br> Filed By: Counter Defendant Mahoney, Bartholomew M Request for Submission of Motion without Oral Argument Pursuant to EDCR 5.11 |
| 07/31/2014 | Ex Parte Application <br> Filed by: Counter Defendant Mahoney, Bartholomew M Ex Parte Application for Order Shortening Time |
| 07/25/2014 | Notice of Entry of Order <br> Filed By: Counter Claimant Mahoney, Bonnie M Notice of Entry of Order Shortening Time |
| 07/24/2014 | Order Shortening Time <br> Filed By: Counter Claimant Mahoney, Bonnie M Order Shortening Time |
| 07/17/2014 | Family Court Motion Opposition Fee Information Sheet <br> Filed by: Counter Defendant Mahoney, Bartholomew M Family Court Motion/Opposition Fee Information Sheet (NRS 19.0312) |
| 07/17/2014 | Motion <br> Filed By: Counter Defendant Mahoney, Bartholomew M <br> Motion to Adjudicate Attorney's Rights to Enforce Attorney's Lien to Judgment, for an Award |

# Eighth Judicial District Court <br> <br> Case Summary 

 <br> <br> Case Summary}

CASE NO. D-13-477883-D

|  | of Attorney's Fees and Motion to Withdraw as Counsel for Plaintiff |
| :---: | :---: |
| 07/17/2014 | Notice of Attorney Lien <br> Filed By: Counter Defendant Mahoney, Bartholomew M Notice of Attorney's Lien |
| 07/17/2014 | Certificate of Mailing <br> Filed By: Counter Claimant Mahoney, Bonnie M Certificate of Mailing |
| 07/17/2014 | Ex Parte Application <br> Filed by: Counter Claimant Mahoney, Bonnie M Ex Parte Application for an Order Shortening Time |
| 07/16/2014 | Motion <br> Filed By: Counter Claimant Mahoney, Bonnie M <br> Motion to Withdraw and to Adjudicate Attorney's Rights, to Enforce Attorney's Lien, and for an Award of Attorney's Fees |
| 07/16/2014 | Notice of Attorney Lien <br> Filed By: Counter Claimant Mahoney, Bonnie M Notice of Claim of Attorney's Lien |
| 06/06/2014 | Financial Disclosure Form <br> Filed by: Counter Claimant Mahoney, Bonnie M Defendant's General Financial Disclosure Form |
| 01/07/2014 | Certificate of Mailing <br> Filed By: Counter Claimant Mahoney, Bonnie M Certificate of Mailing |
| 01/01/2014 | Administrative Reassignment to Department B Case reassigned from Judge Charles J. Hoskin Dept E |
| 12/24/2013 | Notice of Rescheduling of Hearing Notice of Rescheduling of Hearing |
| 12/04/2013 | Filed By: Counter Claimant Mahoney, Bonnie M Certificate of Mailing |
| 12/03/2013 | Filed By: Counter Claimant Mahoney, Bonnie M Order |
| 12/03/2013 | Notice of Entry of Order <br> Filed By: Counter Claimant Mahoney, Bonnie M Notice of Entry of Order |
| 11/26/2013 | Notice of Entry of Order <br> Filed By: Counter Claimant Mahoney, Bonnie M <br> Notice of Entry of Stipulation and Order to Continue Non-Jury Trial |
| 11/25/2013 | Notice of Hearing <br> Notice of Order to Show Cause Hearing |
| 11/25/2013 | Stipulation and Order <br> Filed By: Counter Claimant Mahoney, Bonnie M Stipulation to Continue Non-Jury Trial |
| 11/19/2013 | Subpoena Duces Tecum <br> Filed by: Counter Claimant Mahoney, Bonnie M Subpeona Duces Tecum - MGM Grand Hotel and Casino |
| 11/08/2013 | Certificate of Mailing |

## Eighth Judicial District Court <br> Case Summary

CASE NO. D-13-477883-D

|  | Filed By: Counter Claimant Mahoney, Bonnie M Certificate of Mailing |
| :---: | :---: |
| 10/29/2013 | Certificate of Mailing <br> Filed By: Counter Claimant Mahoney, Bonnie M Certificate of Mailing |
| 09/26/2013 | Opposition <br> Filed By: Counter Claimant Mahoney, Bonnie M Opposition and Response to Motion to Adjudicate |
| 08/29/2013 | Notice of Entry of Stipulation and Order <br> Filed by: Counter Claimant Mahoney, Bonnie M <br> Notice of Entry of Stipulation and Order to Continue Non-Jury Trial |
| 08/28/2013 | 2. Certificate of Mailing <br> Filed By: Counter Claimant Mahoney, Bonnie M Certificate of Mailing of Motion to Adjudicate Attorney's Rights |
| 08/27/2013 | Re-Notice <br> Filed by: Counter Claimant Mahoney, Bonnie M Re-Notice of Attorney's Lien |
| 08/27/2013 | Stipulation and Order <br> Filed By: Counter Claimant Mahoney, Bonnie M Stipulation to Continue Non-Jury Trial |
| 08/20/2013 | Motion <br> Filed By: Attorney Rosenblum, Beth <br> Party 2: Counter Claimant Mahoney, Bonnie M <br> Motion to Adjudicate Attorney's Rights, to Enforce Attorney Lien to Judgment |
| 08/12/2013 | Notice of Seminar Completion EDCR 5.07 <br> Filed by: Counter Claimant Mahoney, Bonnie M Notice of Seminar Completion - EDCR 5.07 |
| 07/26/2013 | Substitution of Attorney <br> Filed By: Counter Claimant Mahoney, Bonnie M Substitution of Attorneys |
| 07/25/2013 | Notice of Attorney Lien <br> Filed By: Counter Claimant Mahoney, Bonnie M Notice of Attorney's Lien |
| 07/10/2013 | Notice of Entry of Order <br> Filed By: Counter Defendant Mahoney, Bartholomew M Notice of Entry of Order from May 15, 2013 Hearing |
| 07/08/2013 | Filed By: Counter Defendant Mahoney, Bartholomew M Order from May 15, 2013 Hearing |
| 06/11/2013 | Certificate of Facsimile <br> Filed by: Counter Defendant Mahoney, Bartholomew M Certificate of Service by Facsimile |
| 06/04/2013 | Reply to Counterclaim <br> Filed By: Counter Defendant Mahoney, Bartholomew M Reply to Defendant/Counterclaimant's Counterclaim for Divorce |
| 05/30/2013 | Filed by: Counter Claimant Mahoney, Bonnie M Defendant's List of Witnesses and Exhibits |
| 05/15/2013 | Case Management Order |

## Eighth Judicial District Court <br> Case Summary

CASE NO. D-13-477883-D

|  | Case and Trial Management Order |
| :---: | :---: |
| 05/15/2013 | 8 Behavior Order |
| 05/14/2013 | Certificate of Service by Facsimile <br> Party: Counter Defendant Mahoney, Bartholomew M Certificate of Service by Facsimile |
| 05/14/2013 | Errata <br> Filed By: Counter Defendant Mahoney, Bartholomew M <br> Errata to Plaintiff/Counterdefendant's Financial Disclosure Form Filed on May 8, 2013 |
| 05/13/2013 | Reply <br> Filed By: Counter Claimant Mahoney, Bonnie M <br> Defendant's Reply to Plaintiff's "Response" to the Motion for Temporary Primary Physical Custody of the Minor Children; for Temporary Child Support and Spousal Support; and for Preliminary Fees and Costs |
| 05/09/2013 | Certificate of Service <br> Filed by: Counter Defendant Mahoney, Bartholomew M Certificate of Service by Facsimile |
| 05/09/2013 | Response <br> Filed By: Counter Defendant Mahoney, Bartholomew M <br> Plaintiff's Response to Defendant Bonnie Mahoney's for Temporary Primary Physical Custody; for Child Support and Spousal Support; and for Preliminary Fees and Costs |
| 05/09/2013 | Family Court Motion Opposition Fee Information Sheet <br> Filed by: Counter Defendant Mahoney, Bartholomew M Family Court Motion/Opposition Fee Information Sheet (NRS 19.0312) |
| 05/08/2013 | Financial Disclosure Form <br> Filed by: Counter Defendant Mahoney, Bartholomew M General Financial Disclosure Form |
| 04/22/2013 | Filed By: Counter Claimant Mahoney, Bonnie M Certificate of Mailing |
| 04/19/2013 | Filed by: Counter Claimant Mahoney, Bonnie M <br> Mutual Consent to Serve by Facsimile Transmission Pursuant to Revised NRCP 5 (b)(2)(D) |
| 04/12/2013 | Financial Disclosure Form <br> Filed by: Counter Claimant Mahoney, Bonnie M General Financial Disclosure Form |
| 04/12/2013 | Joint Preliminary Injunction <br> Filed by: Counter Defendant Mahoney, Bartholomew M Joint Preliminary Injunction |
| 04/12/2013 | Certificate of Mailing <br> Filed By: Counter Claimant Mahoney, Bonnie M Certificate of Mailing |
| 04/11/2013 | Filed by: Counter Defendant Mahoney, Bartholomew M Acceptance of Service |
| 04/11/2013 | Filed by: Counter Defendant Mahoney, Bartholomew M Summons |
| 04/09/2013 | Certificate of Mailing <br> Filed By: Counter Defendant Mahoney, Bartholomew M |

# Eighth Judicial District Court <br> Case Summary 

CASE NO. D-13-477883-D


Certificate of MailingAnswer and Counterclaim - Divorce, Annulment, Separate Maint
Filed by: Counter Claimant Mahoney, Bonnie M
Answer to Complaint for Divorce and Counterclaim for Divorce

Motion
Filed By: Counter Claimant Mahoney, Bonnie M
Defendant's Motion for Temporary Primary Physical Custody of the Minor Children; for
Temporary Child Support and Spousal Support; and for Preliminary Fees and Costs
Complaint for Divorce
Filed by: Counter Defendant Mahoney, Bartholomew M
Complaint for Divorce

## DISPOSITIONS

Judgment (Judicial Officer: Ochoa, Vincent)
Judgment (\$1,339.80, In Full , Awarded to Bonnie Mahoney for Costs)
Judgment ( $\$ 22,000.00$, In Full , Awarded to Bonnie for Attorney Fees)
Judgment (Judicial Officer: O'Malley, Gloria)
Judgment (\$14,859.89, In Full, Bartholomew Mahoney owes Denise L. Gentile Esq. plus interest thereon from 1-13-2014 for attorney's fees and costs)
Judgment (\$750.00, In Full , Bartholomew Mahoney owes Denise L Gentile Esq. additional attorney's fees and cost for filing of Motion)

Judgment (Judicial Officer: O'Malley, Gloria)
Judgment (\$2,330.07, In Full , Attorney's Fees)
Judgment (\$500.00, In Full , Additional Attorney's Fees)
Judgment (Judicial Officer: Hoskin, Charles J.)
Judgment (\$11,815.34, In Full, Attorney's Fees to Attorney Mushkin)

## HEARINGS

Motion (9:15 AM) (Judicial Officer: Ochoa, Vincent)
Pltf's Motion to Set Aside Findings of Fact, Conclusions of Law, Order and Judgment from the December 3, 2020 Evidentiary Hearing and Order Granting Attorney's Fees and Costs

Evidentiary Hearing (9:15 AM) (Judicial Officer: Ochoa, Vincent)
Arrearages
Granted;
Journal Entry Details:
Attorney Kimberly Stutzman appeared by audiovisual with Defendant. Counsel stated she sent Plaintiff's Defendant's exhibits. Counsel noted Plaintiff does not have an attorney. Court noted Plaintiff was fully notice about today's trial. Defendant sworn and testified. Testimony and exhibits presented (see worksheet) COURT ORDERED, as follows: Counsel shall send the Clerk the amended Exhibit C within 24 hrs. Child support for (2) children set at \$2,534.98 from 6/1/19-8/1/20; then child support is set for one child at \$1,796.00 from 9/1/20. A Wage Assignment is issued to collect all child support and child support arrearages from 6/1/19 until the oldest child graduates from high school. The $\$ 135,169.16$ from the bonus Defendant is entitled to is reduced to JUDGMENT and collectible by any legal means. Counsel shall submit a memorandum of fees and cost within two (2) weeks with the exact amount with an Affidavit. Counsel noted her fees are about $\$ 20,000$. Court is inclined to grant most of the attorney's fees for preparation of today's hearing. The attorney's fees that has already accrued in the amount of $\$ 6,628.00$ is REDUCED to JUDGMENT and can be collectible by any legal means. The sum for unpaid support in the amount of $\$ 35,290.40$ is REDUCED to JUDGMENT and collectible by any legal means The unpaid (unreimburst) orthodontics in the amount of $\$ 3,200.00$ is REDUCED to JUDGMENT. Ms. Stutzman shall prepare the Order.;
CANCELED Motion (3:00 AM) (Judicial Officer: Ochoa, Vincent)
Vacated
Deft's Reply In Support of Motion For The Right Of First Refusal Attys Fees and Related Relief

# Eighth Judicial District Court Case Summary 

CASE NO. D-13-477883-D
$11 / 13 / 2019$

11/13/2019

08/22/2019

08/22/2019

Vacated - per Order
Motion to Withdraw
All Pending Motions (9:15 AM) (Judicial Officer: Ochoa, Vincent) Matter Heard; Journal Entry Details: DEFENDANT'S MOTION TO REDUCE ARREARAGES, INTEREST, AND PENALTIES TO JUDGEMENT; TO MODIFY ALIMONY; TO REVIEW CHILD SUPPORT, FOR SANCTIONS AND ATTORNEY'S FEES AND COSTS...MOTION TO REDUCE ARREARS TO JUDGEMENT...PLAINTIFF'S OPPOSITION MOTION TO REDUCE ARREARAGES. INTEREST AND [PENALTIES;TOES TO JUDGMENT,; TO MODIFY ALIMONY; TO REVIEW CHILD SUPPORT, FOR SANCTIONS AND ATTORNEY'S FEES AND COSTS AND COUNTERMOTION TO STRIKE MOTION AND FOR ATTORNEY'S FEES AND COSTS...PLAINTIFF'S REPLY IN SUPPORT OF HER MOTION TO REDUCE ARREARAGES, INTEREST, AND PENALTIES TO JUDGMENT; TO MODIFY ALIMONY; TO REVIEW CHILD SUPPORT, FOR SANCTIONS AND ATTORNEY'S FEES AND COSTS Kimberly Stutzman bar \#14085 appeared for Attorney Smith on behalf of Defendant. Discussion regarding arrearages. Mr. Grigsby stated the numbers were off and requested an EH. Ms. Stutzman requested more time to conduct discovery. Ms. Stutzman confirmed the arrearages goes back to September 2015. Ms. Stutzman addressed the Plaintiff's bonuses and requested more information. COURT ORDERED, as follows: Evidentiary Hearing (EH) SET 5/7/20 at 1:30 PM, (1/2 day). Scheduling Order Issued and will be sent out by Court. Discovery is OPEN. Defendant shall have 150 days to conduct discovery. Discovery shall end 45 days before the EH. Plaintiff shall file a Financial Disclosure Form (FDF) within 20 days. Within 30 days Plaintiff shall provide a list to Defendant of every banking institution, credit union and money order he used to pay and any thing not list on list, he cannot bring into the Evidentiary Hearing. Ms. Stutzman shall write the Plaintiff regarding clarification on the bonuses. If Plaintiff does not cooperate, Ms. Stutzman may subpoena the bonus records. Defendant shall provide documentation to Plaintiff that she did inquire about the bonuses. Ms. Stutzman shall prepare the Order and Mr. Grigsby shall review then sign off. ;
Hearing (9:15 AM) (Judicial Officer: Ochoa, Vincent)
Plaintiff's Reply in Support of her Motion to Reduce Arrearages, Interest, and Penalties to Judgment; to Modify Alimony; to Review Child Support, for Sanctions and Attorney's Fees and Costs
Evidentiary Hearing;
All Pending Motions (9:15 AM) (Judicial Officer: Ochoa, Vincent)
Matter Heard;
Journal Entry Details:
MOTION TO REDUCE ARREARS TO JUDGMENT...DEFENDANT'S MOTION TO REDUCE ARREARAGES, INTEREST, AND PENALTIES TO JUDGMENT; TO MODIFY ALIMONY; TO REVIEW CHILD SUPPORT, FOR SANCTIONS AND ATTORNEY'S FEES AND COSTS...PLAINTIFF'S OPPOSITION TO MOTION TO REDUCE ARREARAGES, INTEREST AND PENALTIES TO JUDGMENT; TO MODIFY ALIMONY; TO REVIEW CHILD SUPPORT, FOR SANCTIONS AND ATTORNEY'S FEES AND COST AND COUNTERMTOION TO STRIKE MOTION AND FOR ATTORNEY'S FEES AND COSTS Kimberly Stutzman bar \#14085 appeared for Attorney Smith on behalf of Defendant. Mr. Grigsby stated he filed an opposition yesterday. Counsel stated Plaintiff has paid support and requested it be extended out. Court reviewed the motions. Arguments by Ms. Stutzman regarding alimony. Counsel requested attorney's fees. Discussion. Court noted if Plaintiff did not pay his $20 \%$ it will go to $35 \%$. Court noted the issue of alimony is properly raised and opposed and will be taken under advisement before it ends. COURT ORDERED, as follows: Plaintiff shall provide his W2 forms for 2015, 2016, 2017 and 2018. Both sides shall exchange bank records. Discovery is open under condition Plaintiff provide his W2 forms first. Plaintiff shall file a Financial Disclosure Form (FDF). Counsel may brief the issues. Motions continued to 11-13-19 at 9:15 AM.;

Opposition \& Countermotion (9:15 AM) (Judicial Officer: Ochoa, Vincent) 08/22/2019, 11/13/2019

Plaintiff's Opposition to Motion to Reduce Arrearages, Interest and Penalties to Judgment; to Modify Alimony; to Review Child Support, for Sanctions and Attorney's Fees and Costs and Countermotion to Strike Motion and for Attorney's Fees and Costs Matter Continued; Evidentiary Hearing; Matter Continued;

# Eighth Judicial District Court <br> Case Summary 

CASE NO. D-13-477883-D

08/12/2015

Evidentiary Hearing;
Motion to Reduce Arrears to Judgment (9:15 AM) (Judicial Officer: Ochoa, Vincent) 08/22/2019, 11/13/2019

Matter Continued;
Evidentiary Hearing;
Matter Continued;
Evidentiary Hearing;
Motion (9:15 AM) (Judicial Officer: Ochoa, Vincent)
08/22/2019, 11/13/2019
Defendant's Motion to Reduce Arrearages, Interest, and Penalties to Judgment; to Modify
Alimony; to Review Child Support, for Sanctions and Attorney's Fees and Costs
Matter Continued;
Matter Heard;
Matter Continued;
Matter Heard;
Status Check (10:30 AM) (Judicial Officer: Marquis, Linda)
Events: 12/28/2015 Notice of Hearing

## Minutes

Notice of Hearing
Notice of Hearing
Off Calendar;
Journal Entry Details:
STATUS CHECK There being no appearance by either party. MATTER OFF CALENDAR;
CANCELED Motion (10:00 AM) (Judicial Officer: Marquis, Linda)
Vacated - per OST
Motion to Withdraw as Counsel of Record
CANCELED Motion (8:45 AM) (Judicial Officer: Marquis, Linda)
Vacated - per Judge
Motion to Withdraw as Counsel of Record
CANCELED Status Check (8:45 AM) (Judicial Officer: Marquis, Linda)
Vacated - per Judge
Settlement
Settlement Conference (10:00 AM) (Judicial Officer: Henderson, Bill)

## Minutes

Divorce Granted;
Journal Entry Details:
Court noted a global settlement had been reached in this matter pursuant to the negotiations as outlined below. Incompatibility and residency had been established. Parties SWORN. . Parties shall have JOINT LEGAL CUSTODY with Mother maintaining PRIMARY PHYSICAL CUSTODY of the minors . Father shall pay \$1,091.00 per child, per month as and for CHILD SUPPORT for a total of \$2,182.00 monthly child support, commencing September 1, 2015. Half the monthly payment shall be due by the 5th of each month and the other half due by the 25th of each month. . Plaintiff shall pay $\$ 2,668.00$ as and for SPOUSAL SUPPORT per month for a term of four years, commencing September 1, 2015. Half of this monthly payment shall be due by the 5th of each month and the other half due by the 25th of each month. . Plaintiff's payments shall be made by way of direct deposit for which Defendant has set up an account and will provide that account number to counsel. . At the end of each year, Plaintiff shall provide Defendant with his W-2 forms. . Plaintiff receives bonuses at the end of each year and it is agreed that Plaintiff shall pay to Defendant twenty-five percent of the net bonus he receives. For tracking purposes, Plaintiff shall provide Defendant with a copy of his W-2 forms yearly. If Plaintiff does not provide his W-2 forms to Defendant by April 15th of each year, Plaintiff shall be responsible to pay Defendant thirty-five percent of the net of his bonuses. . Plaintiff shall assume all of the IRS debt and will indemnify and hold Defendant harmless for same. . Plaintiff shall assume all credit card debt and shall hold Defendant harmless. All joint credit card accounts shall be closed and not used after today's date. . Each party shall maintain their own vehicles and any encumbrances. . Plaintiff shall pay Defendant the amount of $\$ 10,000.00$ as and for her attorney's fees at a rate of $\$ 555.00$ per month until paid in full. The $\$ 555.00$ monthly payment shall be paid directly to Defendant and commence September 1, 2015 and shall be due by the 15th of each month. . Plaintiff agrees and consents to allow

## Eighth Judicial District Court Case Summary

CASE NO. D-13-477883-D

Defendant to immediately move out of state (to California) with the children. Defendant will make every effort to move prior to school starting. . Father shall have VISITATION with the minors one weekend per month with a three week notice to Defendant on what weekend visitation he will choose. . There shall be no limits on when Father has contact by telephone or skype with the minors and the minors shall have teenage discretion. . Mother shall provide transportation for visitation purposes for the minors in even months; Father shall provide the transportation in odd months. . For Thanksgiving, winter break, and spring break each year, Father shall have visitation with the minors and the receiver shall provide the transportation for these three holidays. Other than these three holidays, the parties shall use Department B's standard holiday schedule which should be incorporated into the Decree. Father shall also have two weeks of visitation with the minors each summer. . Each party shall enroll and complete the C.O.P.E. class, (Defendant has already completed). . Nevada shall maintain jurisdiction for the purposes of addressing the bonus issue if necessary. . Defendant agrees that if she is contacted for any bill collection, she shall immediately inform Plaintiff to give an opportunity for the matter to be settled prior to filing anything through the courts. . Defendant shall maintain her current last name. Court ORDERED, all conditions, as outlined above, shall become Orders of this Court. This is a binding agreement as of today's date under EDCR 7.50. An Absolute Decree of Divorce is GRANTED. The parties are returned to a single, unmarried status. FURTHER, Mr. Smith shall prepare the Decree. All future dates are VACATED. As soon as the Decree is filed, this case shall be closed. CLERK'S NOTE: A copy of this minute order shall be provided to counsel's office by e-mail. 8/12/15 ck;

Minute Order (7:30 AM) (Judicial Officer: Marquis, Linda) Minute Order - No Hearing Held; Journal Entry Details:
NRCP 1 and EDCR 1.10 state that the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action. Upon review of this case, notice from Plaintiff s counsel, and a Non-Opposition by Defendant, the Court determines to hear Attorney Giuliani s Motion to Withdraw as Counsel of Record on August 20, 2015, concurrently with the Parties Status Check: Settlement Conference. Accordingly, Attorney Giuliani s Motion to Withdraw as Counsel of Record set for August 5, 2015, at 10:00a.m. is RESCHEDULED to August 20, 2015, at 8:45a.m. A copy of this minute order shall be provided to both parties. ;
Case Management Conference (11:00 AM) (Judicial Officer: Marquis, Linda)
Hearing Set;
Journal Entry Details:
Counsel appeared and requested they be allowed to attend a settlement conference with Judge Henderson to attempt resolution before setting a trial. Court ORDERED, Department B's JEA will set a settlement conference with Judge Henderson and notify the parties of the date. Further, matter also set for a status check to ascertain whether or not a trial will need to be set. ;
CANCELED Non-Jury Trial (1:30 PM) (Judicial Officer: Marquis, Linda)
Vacated
(Pro Pers) 1/2 DayMotion (1:30 PM) (Judicial Officer: Beecroft, Chris A., Jr.) Events: 05/14/2015 Motion to Compel
Defendant's Motion to Compel Discovery, for Sanctions, and for Attorney's Fees
Vacate;
Journal Entry Details:
Joe Ricco, Pro tem presiding. Mark Anderson bar \#606 appeared for Attorney Smith on behalf of Defendant. Mr. Anderson stated Plaintiff had new Counsel and he provided the answers they were looking for. Counsel requested the motion vacated with the right to re-notice HEARING MASTER RECOMMENDED, matter to VACATE is GRANTED and the right to re-notice is GRANTED. ;

Status Check (10:00 AM) (Judicial Officer: Estes, Robert)
Unresolved issues
Hearing Set;
Journal Entry Details:
Parties advised they had to reset their mediation date on the two dates they were given and were then set back in front of this Court for a status check. Court ORDERED, parties are REREFERRED to the Family Mediation Center, FILED IN OPEN COURT, and the matter shall be set for trial. CLERK'S NOTE: Due to the Court's schedule, the trial date set for 5/27/15 @

# Eighth Judicial District Court <br> Case Summary 

CASE NO. D-13-477883-D

1:30 PM was changed to 6/5/15 @ 1:30 PM. Clerk notified all parties by U.S. Mail on 3/2/15. ;
Settlement Conference (2:00 PM) (Judicial Officer: Henderson, Bill) Events: 08/27/2014 Notice of Scheduling Settlement Conference To be heard by Judge Henderson for Dept. B

All Pending Motions (11:00 AM) (Judicial Officer: O'Malley, Gloria)
Matter Heard;
Journal Entry Details:
CASE MANAGEMENT CONFERENCE...DENISE GENTILE, ESQ'S MOTION TO
ADJUDICATE ATTY'S RIGHTS, TO ENFORCE ATTY'S LIEN TO JUDGMENT, FOR AN AWARD OF ATTY'S FEES AND MOTION TO WITHDRAW AS COUNSEL FOR PLTF Ms. Gentile agreed to proceed with the motion and Plaintiff did not have an opposition. Counsel stated she and Plaintiff will work out the money matters. Both Counsel requested a Settlement Conference. Address verification done on Parties. COURT ORDERED, Ms. Gentile motion to withdraw is GRANTED. This case will be set for a Settlement Conference with Judge Henderson by agreement of Parties. The JEA shall notify Parties and Counsel of the date and time. Status Check 9/29/14 at 11:30 AM for unresolved issues or trial. ;
Motion for Withdrawal (11:00 AM) (Judicial Officer: O'Malley, Gloria)
Events: 07/17/2014 Motion
Denise Gentile, Esq.'s Motion to Adjudicate Atty's Rights, to Enforce Atty's Lien to Judgment, for an Award of Atty's Fees and Motion to Withdraw as Counsel for Pltf Granted;

Motion for Withdrawal (11:15 AM) (Judicial Officer: O'Malley, Gloria)
Events: 07/16/2014 Motion
(Movant) Motion to Withdraw and to Adjudicate Attorney's Rights, to Enforce Attorney's Lien, and for an Award of Attorney's Fees
Granted in Part;
Journal Entry Details:
Court noted Attorney Gentile motion to withdraw which will be set on 8/25/14. Court reviewed Mr. Carman motion to withdraw. Mr. Carman stated there was a breakdown in communication and he believed that Ms. Mahoney had retain another attorney. Ms. Mahoney stated she did not retain another Counsel, but consulted with a friend who is an attorney. In addition, she was not happy about the status of the case. Defendant made decision in court not to continue to retain Mr. Carman but requested he lift the lien and she will pay him $\$ 100.00$ per month for attorney's fees. Defendant agreed to the \$2,330.07. Defendant requested the CMC on 8/25/14 be continued, for a settlement conference. Court advised, Defendant will have to ask Attorney Gentile for the continuance or appear and request it. COURT ORDERED, The amount of $\$ 2,233.07$ is GRANTED, which is REDUCED to JUDGMENT and execution is STAYED, premise upon Defendant paying $\$ 100.00$ per month until paid in full. Once Defendant is employed the amount will increase. Mr. Carman will put in language in the order to indicate, this is not support of a domestic in nature and will include to protect against a BK. Mr. Carman shall Prepare the Order. ;
2. Case Management Conference (2:30 PM) (Judicial Officer: O'Malley, Gloria)

06/10/2014, 08/25/2014
Matter Continued;
On for Status Check;
Matter Continued;
On for Status Check;
Journal Entry Details:
Mr. Carman stated Parties reconciliation fell through. Further Attorney's Fees is needed and Plaintiff need to get back on track paying his spousal support. Counsel stated there were arrearages. Ms. Gentile represented she may be withdrawing if she is not paid. COURT ORDERED, Plaintiff shall file a FDF within 15 days; Each Party shall PRODUCE financial documents within 30 days. Either Counsel shall file a motion with OST to be set on the same day as the CMC. CMC CONTINUED 8/25/14 at 11:00 AM. ;

Hearing Set; Journal Entry Details:

STATUS CHECK Counsel advised reconciliation between the parties is falling apart. COURT ORDERED, Case Management Conference SET. CASE MANAGEMENT CONFERENCE

# Eighth Judicial District Court <br> Case Summary 

CASE NO. D-13-477883-D

04/01/2014

02/24/2014

12/17/2013

10/09/2013

05/15/2013

6/10/14 2:30 PM ;
CANCELED Trial (1:30 PM) (Judicial Officer: Hoskin, Charles J.) Vacated
Non-Jury Trial - Stack \#1 (B)
5. Status Check (11:00 AM) (Judicial Officer: O'Malley, Gloria)

Events: 05/15/2013 Case Management Order
Calendar Call (B)
On for Status Check;
Journal Entry Details:
Mr. Carman stated Parties are attempting to reconcile and requested a Status Check. Counsel stated opposing Counsel was ill and he will notify her of the new hearing date. COURT ORDERED, Status Check Hearing 5/1/14 at 11:30 AM.;
CANCELED Order to Show Cause (8:30 AM) (Judicial Officer: Hoskin, Charles J.) Vacated - Moot
Nonsubmission of Order from 10/9/13 hearing
5 Motion (9:00 AM) (Judicial Officer: Hoskin, Charles J.)
Events: 08/20/2013 Motion
Beth Rosenblum's Motion To Adjudicate Atty's Rights, To Enforce Atty Lien To Judgment

## Minutes

Granted in Part;
Journal Entry Details:
BETH ROSENBLUM'S MOTION TO ADJUDICATE ATTY'S RIGHTS, TO ENFORCE ATTY
LIEN TO JUDGMENT Rhonda Mushkin, Esq., \#2760, appearing on behalf of her motion. Argument by counsel. Mr. Carman stated his office has not received any of the Sargeant Attorney Fees that were previously awarded to Defendant. COURT FINDS, this Court has jurisdiction to adjudicate the lien. COURT ORDERED, the lien is GRANTED and the amount is REDUCED TO JUDGMENT, however, the Judgment is STAYED until the Decree of Divorce is entered. A lien is also granted for the \$7,500, which if collected, will be applied towards the judgment. Ms. Mushkin may pursue that against the Plaintiff by any lawful means. If any of the $\$ 7,500$ due from Plaintiff is paid to the Kunin and Carman Law Firm, the lien will attach and that amount will go to Ms. Mushkin as a partial satisfaction of the judgment. If Defendant is disputing the fees, she may file a fee dispute. FURTHER, the attorney's fees are non-dischargeable in bankruptcy. Ms. Mushkin is to prepare the order and Mr. Carman is to sign off. ;
All Pending Motions (10:00 AM) (Judicial Officer: Hoskin, Charles J.)

## Minutes

Matter Heard;
Journal Entry Details:

## DEFT'S MOTION FOR TEMPORARY PRIMARY PHYSICAL CUSTODY, FOR TEMPORARY CHILD SUPPORT, SPOUSAL SUPPORT, ATTORNEY FEES...CASE MANAGEMENT

 CONFERENCE Counsel stated the parties STIPULATE to JOINT LEGAL CUSTODY and Defendant will be the PRIMARY PHYSICAL CUSTODIAN. Further STIPULATED to a WAGE ASSIGNMENT being in effect for the support payments. COURT SO ORDERED. Counsel agreed to the Case Management Conference being heard today and requested a full day for the trial. COURT ORDERED, calendar call and trial date SET. Case and Trial Management Order signed and FILED IN OPEN COURT. Argument regarding Plaintiff's visitation, child support and spousal support. Plaintiff stated that when the children come to his house, they sleep in the master bedroom, he sleeps on the couch and his son sleeps in the second bedroom. Per STIPULATION, a MUTUAL BEHAVIOR ORDER will be in effect. Behavior Order signed and FILED IN OPEN COURT. COURT ORDERED, Plaintiff's VISITATION will be on Thursday evening until taking the children to school on Friday during the 1st, 2nd and 4th Thursdays of the month. Plaintiff will also have every Sunday at 9:00 AM until Monday dropping the children off at School. Plaintiff will also have one weekend per month, providing seven days advance notice. 25\% of Plaintiff's gross monthly income is above the statutory cap. TEMPORARY CHILD SUPPORT set at $\$ 2,080.00$ per month. COURT DEFERS the request to set child support over the statutory cap until time of trial. Defendant awarded TEMPORARY SPOUSAL SUPPORT in the amount of $\$ 3,500$ per month. Defendant shall be responsible for the debts listed on her Financial Disclosure Form. Defendant awarded ATTORNEY'S FEES pursuant to SARGEANT in the amount of $\$ 7,500$. The $\$ 7,500$ is to be paid within 60 days from today. The loans from the parents are a trial issue. Ms. Gentile is to prepare the order and Ms.
# Eighth Judicial District Court 

## Case Summary

## CASE NO. D-13-477883-D

Mushkin is to sign off. 9/03/13 11:00 AM CALENDAR CALL 9/16/13 8:30 AM NON-JURY
TRIAL - FIRM CLERK'S NOTE: After the hearing concluded, COURT ORDERED, the support payments are effective for the month of April, 2013 as the motion was filed on April 8, 2013.
Clerk placed a copy of this minute order in both counsel's attorney file folders. 5/15/13 kj. ;

## Minutes

Non Jury Trial;
Scheduled Hearings
CANCELED Trial (04/01/2014 at 1:30 PM) (Judicial Officer: Hoskin, Charles J.) Vacated
Non-Jury Trial - Stack \#1 (B)
Status Check (02/24/2014 at 11:00 AM) (Judicial Officer: O'Malley, Gloria)
Events: 05/15/2013 Case Management Order
Calendar Call (B)
Motion for Temporary Custody (10:00 AM) (Judicial Officer: Hoskin, Charles J.)
Events: 04/08/2013 Motion
Deft's Motion For Temporary Primary Physical Custody Of The Minor Children, For
Temporary Child Support And Spousal Support, And For Preliminary Fees And Costs (JEA
note: 16.2 eligible)
Granted in Part;
Summons
Mahoney, Bonnie M
Served: 04/08/2013

| Attorney Carman, Michael P., ESQ | 5.00 |
| :--- | ---: |
| Total Charges | 5.00 |
| Total Payments and Credits | $\mathbf{0 . 0 0}$ |
| Balance Due as of $\mathbf{1 / 2 7 / 2 0 2 1}$ |  |
|  |  |
| Counter Claimant Mahoney, Bonnie M | 242.00 |
| Total Charges | $\mathbf{2 4 2 . 0 0}$ |
| Total Payments and Credits | $\mathbf{0 . 0 0}$ |
| Balance Due as of $\mathbf{1 / 2 7 / 2 0 2 1}$ | 384.00 |
| Counter Defendant Mahoney, Bartholomew M | 359.00 |
| Total Charges | $\mathbf{2 5 . 0 0}$ |

FFCL
RADFORD J. SMITH, CHARTERED
KIMBERLY A. STUTZMAN, ESQ.
Nevada Bar No. 014085
2470 St. Rose Parkway, Suite \#206
Henderson, Nevada 89074
Telephone: (702) 990-6448
Facsimile: (702) 990-6456
rsmith@radfordsmith.com
Attorneys for Defendant

BARTHOLOMEW M. MAHONEY, JR., Plaintiff,
vs.

BONNIE M. MAHONEY,
Defendant.

CASE NO.: D-13-477883-D DEPT NO.: S

FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER AND JUDGMENT
DATE: December 3, 2020
TIME: 9:15 a.m.
This matter coming on for an Evidentiary Hearing; Plaintiff, BARTHOLOMEW M. MAHONEY, JR. ("Bart"), not present and not represented; and Defendant, BONNIE M. MAHONEY ("Bonnie"), present and represented by her attorney of record, Kimberly A. Stutzman, Esq. of the law firm of Radford J. Smith, Chartered. The Court having heard the testimony of witnesses sworn in open court, having reviewed the documentary evidence
admitted at the Evidentiary Hearing, and having heard and considered the oral argument of counsel, and good cause appearing therefore, makes the following Findings of Fact, Conclusions of Law, and Orders.

## I.

## FINDINGS OF FACT

1. THE COURT HEREBY FINDS that the Plaintiff, BARTHOLOMEW M. MAHONEY, ("Bart") was not present. The Court further finds that Bart was fully notified about the December 3, 2020 Evidentiary Hearing.
2. THE COURT FURTHER FINDS that the following findings of fact are based upon the testimony and documentary evidence heard and admitted at trial. To the extent any of the findings contain or reference legal conclusions, they should be considered, in part, Conclusions of Law.

## Procedural History

3. THE COURT FURTHER FINDS that the parties, Plaintiff, BARTHOLOMEW MAHONEY ("Bart"), age 54 and, Defendant, BONNIE MAHONEY ("Bonnie"), age 49, were divorced by stipulated Decree of Divorce ("Decree") filed February 3, 2016.
4. THE COURT FURTHER FINDS that the parties have two children, BRIGITTE MAHONEY ("Brigitte"), born October 29, 2001 (age 19), and SOPHIA MAHONEY ("Sophia"), born June 12, 2004 (age 16).
5. THE COURT FURTHER FINDS that Nevada has both personal and subject matter jurisdiction.
6. THE COURT FURTHER FINDS that Bonnie filed her Motion to Reduce Arrearages, Interest, and Penalties to Judgment; to Modify Alimony; to Review Child Support, for Sanctions and Attorney's Fees and Costs on May 9, 2019. She also filed her Schedule of Arrears on May 9, 2019.
7. THE COURT FURTHER FINDS that Bart filed his Opposition on August 21, 2019.
8. THE COURT FURTHER FINDS that the parties attended hearings on August 22, 2019 and November 13, 2019.
9. THE COURT FURTHER FINDS that the Evidentiary Hearing was scheduled for May 7, 2020 and then rescheduled for December 3, 2020.

## Bonnie's Motion

10. THE COURT FURTHER FINDS that this is a post-decree action seeking enforcement of a Stipulated Decree of Divorce.
11. THE COURT FURTHER FINDS that on May 9, 2019, Bonnie filed her Motion for the following relief:
a. For an Order Reducing Bart's total amount of child and spousal support, attorney fees, and health insurance arrearages, including interest and penalties to judgment;
b. For an Order sanctioning Bart pursuant to EDCR 7.60 for his failure to abide by the Court's Orders;
c. For a review and modification of Child Support;
d. For a review, modification, and extension of Alimony; and,
e. For an Order directing Defendant to pay Bonnie's reasonable attorney fees and costs.
12. THE COURT FURTHER FINDS that in her Motion, Bonnie asserted that Bart violated the terms of the Decree by failing to make full payments due to Bonnie or by failing to make payments timely. Bonnie sought a judgment for arrearages, penalties, interest, sanctions and attorney's fees.
13. THE COURT FURTHER FINDS that Bonnie testified at the evidentiary hearing and provided her Updated Schedules of Arrearages as evidence of Bart's arrearages in the payments due under the Decree. She provided a calculation of the interest and penalties due as a result of Bart's missing or untimely payments. See Defendant's Exhibit "C." The Court finds Bonnie's testimony credible. Bart was not present and failed to provide evidence of payment, timely payment, or to rebut Bonnie's assertions contained in her testimony and Updated Schedules of Arrearages.
14. The evidence at the Evidentiary Hearing demonstrated that Bart did not timely pay child support, spousal support, attorney's fees, and bonus payments to Bonnie. Bart's late or non-payments caused him to be subject to the $10 \%$ penalty for non-payment of
support (until NAC 425 was enacted on February 1, 2020), and that those penalties were calculated as part of Bonnie's Updated Schedule of Arrearages. The Court reviewed Bonnie's Updated Schedule of Arrears and agrees with her calculation in Exhibit "C" due from Bart to Bonnie.

## Non-Payment of Child Support and Spousal Support

15. THE COURT FURTHER FINDS that Bart is ordered to pay Bonnie child support in the amount of $\$ 1,091$ per child per month, for a total of $\$ 2,182$ per month. See Decree of Divorce, page 5, line 8. One-half of the total amount of child support is due on the $5^{\text {th }}$ of each month, and the remaining half is due by the $25^{\text {th }}$ of each month. See Decree, page 5, line 10 .
16. THE COURT FURTHER FINDS that Bart is ordered to pay Bonnie spousal support in the amount of \$2,668 per month for four (4) years beginning September 1, 2015. See Decree, page 6, line 26. One-half of the total amount of child support is due on the $5^{\text {th }}$ of each month, and the remaining half is due by the $25^{\text {th }}$ of each month. See Decree, beginning page 6 , line 28 .
17. THE COURT FURTHER FINDS that Bart failed to timely or fully pay his obligations to Bonnie. Rather than pay the total amount due prior to the $5^{\text {th }}$ and $25^{\text {th }}$ of each month, Bart pays Bonnie sporadically each month.
18. THE COURT FURTHER FINDS that Bonnie filed an Updated Schedule of Arrears on November 30, 2020. Bonnie offered her Updated Schedule of Arrears at trial as
her Exhibit "C," which was admitted. See Defendant's Trial Exhibit "C," attached hereto Then, Bonnie corrected the Schedule of Arrears regarding Child Support and Spousal Support on the record at the December 3, 2020 hearing. Thereafter, Bonnie submitted an Amended Exhibit A regarding child support and family support to her Trial Exhibit "C," attached hereto.
19. THE COURT FURTHER FINDS that Bart paid Bonnie support from his JP Morgan Chase, Wells Fargo, and First Republic Bank accounts.
20. THE COURT FURTHER FINDS that Bonnie subpoenaed Bart's JP Morgan Chase, Wells Fargo, and First Republic Bank accounts. Bonnie offered and the court admitted these subpoenas at trial, which were Defendant's Exhibits E, F, and G.
21. THE COURT FURTHER FINDS that pursuant to the Updated Schedule of Arrears and the subpoena responses, Bart owes Bonnie unpaid child support and spousal support in the amount of $\mathbf{\$ 2 8 , 3 8 4 . 0 2}$. Bart also owes Interest in the amount of $\mathbf{\$ 3 , 4 2 5 . 6 7}$. Bart owes Penalties through to February 1, 2020 pursuant to NAC 425 in the amount of $\mathbf{\$ 3 , 3 9 9 . 7 1}$. Thus, the Court FINDS that Bart owes Bonnie a $\mathbf{\$ 3 5 , 2 0 9 . 4 0}$ through December 2020 for the non-payment of child support and spousal support.

## Non-Payment of Attorney's Fees

22. THE COURT FURTHER FINDS that under the terms of the Stipulated Decree, Bart was ordered to reimburse Bonnie attorney fees in the amount of $\$ 10,000$. Bart was to
pay Bonnie $\$ 555$ per month for the attorney fees directly until paid in full. See Decree, page 7, line 10 .
23. THE COURT FURTHER FINDS that Bart failed to make full or timely payments to Bonnie as and for the attorney's fees owed to her pursuant to the Decree.
24. THE COURT FURTHER FINDS that pursuant to the Updated Schedule of Arrears, Exhibit "C," Bart paid Bonnie $\underline{\mathbf{4 4 , 8 9 5 . 0 0}}$ and owes Bonnie $\underline{\mathbf{5 5 , 1 0 5 . 0 0}}$, which accrued interest in the amount of $\underline{\mathbf{1}, \mathbf{5 2 3} .78}$. Thus, Bart owes Bonnie $\underline{\mathbf{6}, \mathbf{6 2 8} .78}$ through December 2020.

## Non-Payment of Bonus Portions

25. THE COURT FURTHER FINDS that under the terms of the Stipulated Decree,

Bart is ordered to pay Bonnie a portion of his bonuses each year. The Decree states in relevant part -

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Dad receives bonuses annually and it is agreed that Dad shall pay Mom twentyfive percent ( $25 \%$ ) of the after-tax amount of the bonus for a period of four years, commencing September 1, 2015. For tracking purposes, Dad shall provide Mom with a copy of his W-2 forms annually. If Dad does not provide his W-2 forms to Mom by April $15^{\text {th }}$ of each year, Dad shall be responsible to pay Mom thirty-five ( $35 \%$ ) of the after-tax amount of any bonus he received for the period in which he failed to provide the W-2.

See Decree of Divorce, page 5, lines 15-21. The court reserved jurisdiction for the purposes of addressing the bonuses. See Decree, page 7, lines 26-28.
26. THE COURT FURTHER FINDS that Bart failed to timely pay Bonnie her share of the bonuses.
27. THE COURT FURTHER FINDS that Bart failed to provide Bonnie with evidence of his bonus(es) each year by April $15^{\text {th }}$. Bart failed to provide Bonnie with his W2 forms or any portion of the after-tax amount for 2015, 2016, 2017, and 2018 despite Bonnie's requests.
28. THE COURT FURTHER FINDS that because Bart failed to comply with the April $15^{\text {th }}$ deadline each year, Bart must pay Bonnie $35 \%$ of the after-tax bonuses plus the legal interest that accrued as a result of his non-payment.
29. THE COURT FURTHER FINDS that Bonnie subpoenaed Bart's employers: Southern Glazier Wine and Spirits, Shamus \& Peabody LLC, Thomas Keller Restaurant Group, Resorts World Las Vegas, Golden Entertainment, and Wynn Las Vegas. Bonnie offered and the court admitted these subpoenas which were Defendant's Exhibits H, I, J, and GG.
30. THE COURT FURTHER FINDS that pursuant to the Updated Schedule of Arrears, Exhibit "C," Bart received the following bonuses, none of which he provided information before April of each of the following year to Bonnie:

| Southern Wine and Spirits | 2015 | $5 / 15 / 2015$ | $\$$ | $28,764.00$ | DEF1511 |
| :--- | ---: | ---: | :--- | ---: | ---: |
| Southern Wine and Spirits | 2015 | $5 / 22 / 2015$ | $\$$ | $58,554.08$ | DEF1047 |
| Bonus Deposited in acct | 2015 | $6 / 4 / 2015$ | $\$$ | $10,000.00$ | DEF1053 |
| Shamus \& Peabody LLC | 2015 | $9 / 1 / 2015$ | $\$$ | $15,000.00$ | DEF1461 |
| Shamus \& Peabody LLC | 2016 | $2 / 15 / 2016$ | $\$$ | $2,105.98$ | DEF1465 |


| Thomas Keller Restaurant <br> Group | 2016 | $7 / 22 / 2016$ | $\$$ | $4,646.45$ | DEF1468 |
| :--- | ---: | ---: | ---: | ---: | ---: |
| Wynn Las Vegas | 2017 | $1 / 8 / 2017$ | $\$$ | $40,000.00$ | DEF2176 |
| Wynn Las Vegas | 2018 | $1 / 19 / 2018$ | $\$$ | $40,000.00$ | DEF2174 |
| Golden Entertainment - <br> signing bonus | 2018 | $6 / 8 / 2018$ | $\$$ | $25,000.00$ | DEF1863 |
| Resorts World | 2019 | $1 / 9 / 2020$ | $\$$ | $80,384.49$ | DEF1756 |
| Resorts World | 2019 | $6 / 6 / 2019$ | $\$$ | $25,000.00$ | DEF1724 |

31. THE COURT FURTHER FINDS that because Bart failed to provide the information, Bonnie is entitled to receive $35 \%$ of the bonuses listed above. The $35 \%$ of each bonus is calculated in Bonnie's Exhibit "C" as follows:

| Southern Wine and Spirits | $\$$ | $10,067.40$ |
| :--- | ---: | ---: |
| Southern Wine and Spirits | $\$$ | $20,493.93$ |
| Bonus Deposited in acct | $\$$ | $3,500.00$ |
| Shamus \& Peabody LLC | $\$$ | $5,250.00$ |
| Shamus \& Peabody LLC | $\$$ | 737.09 |
| Thomas Keller Restaurant Group | $\$$ | $1,626.26$ |
| Wynn Las Vegas | $\$$ | $14,000.00$ |
| Wynn Las Vegas | $\$$ | $14,000.00$ |
| Golden Entertainment - signing bonus | $\$$ | $8,750.00$ |
| Resorts World | $\$$ | $28,134.57$ |
| Resorts World | $\$$ | $8,750.00$ |

See Defendant's Exhibit "C."
32. THE COURT FURTHER FINDS that because Bart failed to pay Bonnie her portion of the bonuses, interest accrued on the amounts listed above. See Defendant's Exhibit "C." The total, including interest owed on the amounts due to Bonnie are calculated in Bonnie's Exhibit "C" as follows:

| Southern Wine and Spirits | $\$$ | $13,062.45$ |
| :--- | ---: | ---: |
| Southern Wine and Spirits | $\$$ | $26,590.87$ |
| Bonus Deposited in acct | $\$$ | $4,541.25$ |
| Shamus \& Peabody LLC | $\$$ | $6,811.88$ |
| Shamus \& Peabody LLC | $\$$ | 915.39 |
| Thomas Keller Restaurant Group | $\$$ | $2,019.61$ |
| Wynn Las Vegas | $\$$ | $16,520.00$ |
| Wynn Las Vegas | $\$$ | $16,520.00$ |
| Golden Entertainment - signing bonus | $\$$ | $9,712.50$ |
| Resorts World | $\$$ | $29,347.87$ |
| Resorts World | $\$$ | $9,127.34$ |

33. THE COURT FURTHER FINDS that the total bonus monies, without interest, owed to Bonnie is $\mathbf{\$ 1 1 5 , \mathbf { 3 0 9 } \mathbf { 2 5 }}$. Because Bart failed to pay, interest accrued, and the total bonus money plus interest owed to Bonnie is $\mathbf{\$ 1 3 5 , 1 6 9 . 1 6}$.

## Modification of Child Support

34. THE COURT FURTHER FINDS that Bonnie moved to modify child support in her motion filed on May 9, 2019. Bart filed his Opposition on August 21, 2019, but he did not oppose the modification of child support. Bart, however, did not file a Motion to Modify Child Support at any time.
35. THE COURT FURTHER FINDS that because Bonnie filed her Motion on May 9, 2019, the modified child support would be retroactively applied to begin on June 1, 2019.
36. THE COURT FURTHER FINDS that Bart filed a Financial Disclosure Form on December 13, 2019, which was offered and admitted as Defendant's Exhibit "B." Bart indicated that his Gross Monthly Income was $\$ 22,916.40$. Bart indicated that he works at

Resorts World Las Vegas and earns $\$ 132.21$ per hour. Bart did not file an updated Financial Disclosure Form since December 13, 2019.
37. THE COURT FURTHER FINDS that on October 1, 2019, Brigitte turned 18 . Brigitte did not graduate until August 2020. Thus, her child support should have continued until graduation, and the current court ordered child support remained $\$ 2,182$ until that time. Bart, however, unilaterally decided to reduce his child support obligation from \$2,182 to $\$ 1,091$ per month without a court order allowing him to do so. Bonnie's Updated Schedule of Arrears outlines Bart's partial payments.
38. THE COURT FURTHER FINDS that Bart's child support for two children is \$2,534.98 per month calculated as follows:

| Month | Amount | Percent | Child Support |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| \$22,916.40 | \$0- \$6,000 | 22\% | \$6,000.00 | \$ | 1,320.00 |
|  | \$6,001-\$10,000 | 11\% | $\begin{array}{r} \$ \\ 4,000.00 \end{array}$ | \$ | 440.00 |
|  | $\begin{array}{r} \$ 10,000-\mathrm{No} \\ \text { Limit } \end{array}$ | 6\% | \$12,916.40 | \$ | 774.98 |
|  |  |  |  | \$ | 2,534.98 |

39. THE COURT FURTHER FINDS that the parties' oldest daughter, Brigitte turned 18 on October 29, 2019, but she did not graduate high school until August 2020.
40. THE COURT FURTHER FINDS that, as a result, the modification for child support for two children as calculated above shall be retroactive to June 1, 2019.
41. THE COURT FURTHER FINDS that beginning September 1, 2020, child support shall be modified to $\mathbf{\$ 1 , 7 9 6 . 6 6}$ for one minor child as a result of Brigitte's graduation from high school and emancipation, calculated as follows:

| Month | Amount | Percent | Child Support |  |  |
| ---: | ---: | ---: | ---: | :---: | ---: |
| $\$ 22,916.40$ | $\$ 0-\$ 6,000$ | $16 \%$ | $\$ 6,000.00$ | $\$$ | 960 |
|  | $\$ 6,001-\$ 10,000$ | $8 \%$ | $\$ 4,000.00$ | $\$$ | 320 |
|  | $\$ 10,001-$ No |  |  |  |  |
|  | Limit | $4 \%$ | $\$ 12,916.40$ | $\$$ | 516.66 |
|  |  |  |  | $\$$ | $\mathbf{1 , 7 9 6 . 6 6}$ |

## Unreimbursed Orthodontic Expenses

42. THE COURT FURTHER FINDS that the parties' Decree states that the parties shall divide unreimbursed medical expenses according to the Court's $30 / 30$ rule, which requires the party who incurs an unreimbursed expense to send a written request for reimbursement of one-half of the expense within thirty days of incurring the expense. See Decree of Divorce, page 2, paragraph 8. Upon receipt, the other parent must then reimburse the incurring parent one-half within thirty days. Then, if the requested reimbursement is not timely submitted, such failure may be considered a Contempt of Court. Id.
43. THE COURT FURTHER FINDS that Bonnie incurred expenses as a result of Brigitte's orthodontic work for her braces. See Defendant's Exhibit "R" and "Z," which were offered and admitted at trial. As a result, Bart owes Bonnie for the unpaid, unreimbursed orthodontics expenses in the amount of \$3,200.
44. THE COURT FURTHER FINDS that Bonnie is entitled to an award of Attorney's Fees and Costs as a result of prosecuting her Motion and preparing for the Evidentiary Hearing.

## II.

## CONCLUSIONS OF LAW

45. THE COURT FURTHER FINDS that when parties to pending litigation enter into a settlement, they enter into a contract. Such a contract is subject to general principles of contract law. Grisham v. Grisham, 289 P.3d 230, 234 (Nev. 2012) (citations omitted).
46. THE COURT FURTHER FINDS that the parties entered into a settlement agreement. Thus, the Decree is subject to general principles of contract law.
47. THE COURT FURTHER FINDS that EDCR 5.508 states in relevant part:

A motion alleging the existence of arrears in payment of periodic child support, spousal support, or other periodic payment shall be accompanied by a separately filed schedule showing the date and amount of each payment due, and the date and amount of any payments received.

Bonnie's Schedule of Arrearages sets forth the interest and penalties that accrued on Bart's support obligations.
48. THE COURT FURTHER FINDS that the court may enter an order reducing any support arrearages to judgment. NRS 125.180 states as follows -

1. When either party to an action for divorce, makes default in paying any sum of money as required by the judgment or order directing the payment thereof, the district court may make an order directing entry of judgment for
the amount of such arrears, together with costs and a reasonable attorney's fee.
2. The application for such order shall be upon such notice to the defaulting party as the court may direct.
3. The judgment may be enforced by execution or in any other manner provided by law for the collection of money judgments.
4. The relief herein provided for is in addition to any other remedy provided by law.
[Emphasis added.]
5. The court may also award interest on the child support arrearages owed. NRS

125B. 140 states in relevant part -

1. Except as otherwise provided in chapter 130 of NRS and NRS 125B.012:
(a) If an order issued by a court provides for payment for the support of a child, that order is a judgment by operation of law on or after the date a payment is due. Such a judgment may not be retroactively modified or adjusted and may be enforced in the same manner as other judgments of this state.
2. Except as otherwise provided in subsection 3 and NRS 125B.012, 125B. 142 and 125B.144:
(c) The court shall determine and include in its order:
(1) Interest upon the arrearages at a rate established pursuant to NRS 99.040, from the time each amount became due; and (2) A reasonable attorney's fee for the proceeding, unless the court finds that the responsible parent would experience an undue hardship if required to pay such amounts. Interest continues to accrue on the amount ordered until it is paid, and additional attorney's fees must be allowed if required for collection.
[Emphasis added.] Further, the Court must accrue a penalty of $10 \%$ per annum on all arrearages past thirty (30) days delinquent pursuant to NRS 125B. 095 until February 1,

2020 when NAC 425 became effective. See Updated Schedule of Arrears.
50. THE COURT FURTHER FINDS that Bart failed to pay Bonnie child support, spousal support, bonuses, orthodontic expenses, and attorney fees due under the Court's Decree. See Updated Schedule of Arrearages.
51. THE COURT FURTHER FINDS that all amounts due accrue legal interest
from the date of the filing of this motion. NRS 17.115 states:
When no rate of interest is provided by contract or otherwise by law, or specified in the judgment, the judgment draws interest from the time of service of the summons and complaint until satisfied, except for any amount representing future damages, which draws interest only from the time of the entry of the judgment until satisfied, at a rate equal to the prime rate at the largest bank in Nevada as ascertained by the commissioner of financial institutions on January 1 or July 1, as the case may be, immediately preceding the date of judgment, plus 2 percent. The rate must be adjusted accordingly on each January 1 and July 1 thereafter until the judgment is satisfied.
52. THE COURT FURTHER FINDS that NRS 99.040 accounts for the interest rate when it is not fixed by express contract for certain types of transactions. That statute reads:

1. When there is no express contract in writing fixing a different rate of interest, interest must be allowed at a rate equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1 or July 1, as the case may be, immediately preceding the date of the transaction, plus 2 percent, upon all money from the time it becomes due, in the following cases:
(a) Upon contracts, express or implied, other than book accounts.
(b) Upon the settlement of book or store accounts from the day on which the balance is ascertained.
(c) Upon money received to the use and benefit of another and detained without his or her consent.
(d) Upon wages or salary, if it is unpaid when due, after demand therefore
has been made.
The rate must be adjusted accordingly on each January 1 and July 1 thereafter until the judgment is satisfied.
2. THE COURT FURTHER FINDS that the parties did not expressly fix an
interest rate. The legal interest rate applies to Bart's nonpayment.
3. THE COURT FURTHER FINDS that EDCR 7.60(b) states in pertinent part:
(b) The court may, after notice and an opportunity to be heard, impose upon an attorney or a party any and all sanctions which may, under the facts of the case, be reasonable, including the imposition of fines, costs or attorney's fees when an attorney or a party without just cause:
(3) So multiplies the proceedings in a case as to increase costs unreasonably and vexatiously.
(5) Fails or refuses to comply with any order of a judge of the court.
4. THE COURT FURTHER FINDS that Bart's failures to pay are willful. Bart is a successful businessman. Upon information and belief Bart continues to receive a significant salary including yearly bonuses. There is no legitimate excuse for Bart's nonpayment. He continues to live the same lifestyle he lived during the parties' marriage. He continues to reside in a nice home, purchase discretionary items, take vacations, etc.
5. THE COURT FURTHER FINDS that as a result of Bart's noncompliance, he unnecessarily multiplied the proceedings in this matter by failing to comply with the Court's orders. Bonnie attempted to minimize the fees related to this matter by giving Bart more than ample opportunity to comply with these orders and by postponing the filing of her Motion in May 2019.
6. THE COURT FURTHER FINDS that Bart failed to appear at the Evidentiary Hearing and failed provide any evidence to support his claims in his opposition.
7. THE COURT FURTHER FINDS that Bonnie seeks a judgment against Bart for the fees and costs she expended in filing her Motion, preparing for the evidentiary hearing, and in attempting to seek Bart's compliance with the parties' Stipulated Decree of Divorce. Bonnie seeks judgment against Bart for the full amount of fees and costs she has incurred. A memorandum of fees and costs incurred by Bonnie will be filed.
8. THE COURT FURTHER FINDS that NRS 125B.145(1) reads:
9. An order for the support of a child must, upon the filing of a request for review by:
(a) The Division of Welfare and Supportive Services of the Department of Health and Human Services, its designated representative or the district attorney, if the Division of Welfare and Supportive Services or the district attorney has jurisdiction in the case; or
(b) A parent or legal guardian of the child,
be reviewed by the court at least every 3 years pursuant to this section to determine whether the order should be modified or adjusted. Each review conducted pursuant to this section must be in response to a separate request.
10. THE COURT FURTHER FINDS that the last order regarding child support was filed on February 3, 2016, more than three years ago. For those reasons, this Court properly reviewed and modified the child support award.
11. THE COURT FURTHER FINDS that Bart's FDF filed December 13, 2019 indicates that he earns $\$ 132.21$ per hour, which is $\$ 274,996.80$ per year or a gross monthly income of \$22,916.40.
12. THE COURT FURTHER FINDS that this amount should be applied retroactively to June 1, 2019 pursuant to NAC 425.160 which states in relevant part:

## NAC 425.160 Termination or modification of order when child reaches certain age.

3. If an order pertains to more than one child and does not allocate a specific amount of the total child support obligation to each child:
(a) If a party wishes to modify the order when a child reaches 18 years of age or, if the child is still in high school, graduates from high school or reaches 19 years of age, whichever comes first, the party must file a motion to modify the order with the court or submit a stipulation between the parties to the court.
(b) If a motion to modify the order is filed with the court, any modification of the child support obligation:
(1) Must be in compliance with the child support guidelines in existence at the time of the modification for the remaining children to whom the order pertains; and
(2) Unless the parties agree otherwise in a stipulation, will be effective as of the date the motion to modify the order was filed with the court.

Furthermore, though Bonnie's motion was filed May 9, 2019, prior to the enactment of
NAC 425, the formula used to calculate the child support must be NAC 425 because it is the guideline in existence as of the date of the Evidentiary Hearing on December 3, 2020.
63. THE COURT FURTHER FINDS that pursuant to NAC 425, his child support should be calculated as follows for two children:
$\$ 6,000 \times 22 \%=\$ 1,320$
$+\$ 4,000 \times 11 \%=\$ 440$
$+\$ 12,916.40 \times 6 \%=\$ 774.98$
$=\underline{\mathbf{\$ 2}, 534.98}$
64. THE COURT FURTHER FINDS that pursuant to NAC 425, his child support should be calculated as follows for one child:

$$
\begin{aligned}
& \$ 6,000 \times 16 \%=\$ 960 \\
& +\$ 4,000 \times 8 \%=\$ 320 \\
& +\$ 12,916.40 \times 4 \%=\$ 517 \\
& =\underline{\$ 1,797}
\end{aligned}
$$

65. THE COURT FURTHER FINDS that Bart multiplied these proceedings and as a result, Bonnie incurred attorney's fees and costs in the prosecution of this action.
66. THE COURT FURTHER FINDS that a request for an order directing another party to pay attorney's fees must be based upon statute, rule or contractual provision. See, e.g, Rowland v. Lepire, 99 Nev. 308, 662 P.2d 1332 (1983).
67. THE COURT FURTHER FINDS that there is a statutory mandate for an award of fees against a party shown to be in arrearages in child support (NRS 125B.140).
68. THE COURT FURTHER FINDS that the Eighth Judicial District Rules are also a basis for an award of fees and a fine (a penalty above the amount of reasonable attorneys and costs) based upon Bart's breach of the parties' Stipulated Decree.
69. THE COURT FURTHER FINDS that as stated above, EDCR 7.60 allows an order for attorney's fees when a party multiplies the proceedings or "Fails or refuses to comply with any order of a judge of the court." EDCR 7.60(b)(5).
70. THE COURT FURTHER FINDS that Bart failed to comply with the Decree requirement that he pay child support, alimony, attorney fees, bonuses, and 30/30 health insurance expenses to Bonnie. Bonnie attempted to resolve these issues with Bart to no avail.
71. THE COURT FURTHER FINDS that NRS 125.150 pertaining to an award for attorney's fees, states in relevant part,
72. Except as otherwise provided in NRS 125.141, whether or not application for suit money has been made under the provisions of NRS 125.040, the court may award a reasonable attorney's $\boldsymbol{f e e}$ to either party to an action for divorce if those fees are in issue under the pleadings.
[Emphasis added]
73. THE COURT FURTHER FINDS that in Miller v. Wilfong, 121 Nev. 619,

621, 119 P.3d 727, 730 (2005), the Court stated:
[I]t is within the trial court's discretion to determine the reasonable amount of attorney fees under a statute or rule, in exercising that discretion, the court must evaluate the factors set forth in Brunzell v. Golden Gate National Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). Under Brunzell, when courts determine the appropriate fee to award in civil cases, they must consider various factors, including the qualities of the advocate, the character and difficulty of the work performed, the work actually performed by the attorney, and the result obtained. We take this opportunity to clarify our jurisprudence in family law cases 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.
73. THE COURT FURTHER FINDS that one of the four factors this Court must review, under the above cited decisions in Wilfong and Brunzell, is the result obtained. NRCP 54 states in relevant part,
(B) Timing and Contents of the Motion. Unless a statute provides otherwise, the motion must be filed no later than 20 days after notice of entry of judgment is served; specify the judgment and the statute, rule, or other grounds entitling the movant to the award; state the amount sought or provide a fair estimate of it; and be supported by counsel's affidavit swearing that the fees were actually and necessarily incurred and were 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.

## III.

## ORDER

NOW, THEREFORE, based on the foregoing findings and the parties' stipulations, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. THE COURT HEREBY ORDERS that Bonnie's Motion shall be GRANTED as addressed and ordered herein.
2. THE COURT FURTHER ORDERS that the unpaid child support and spousal support in the amount of $\mathbf{\$ 3 5 , 2 0 9 . 4 0}$ shall be REDUCED TO JUDGMENT and collectible by all legal means.
3. THE COURT FURTHER ORDERS that the unpaid attorney's fees in the amount of $\mathbf{\$ 6 , 6 2 8 . 0 0}$ shall be REDUCED TO JUDGMENT and collectible by all legal means.
4. THE COURT FURTHER ORDERS that the unpaid bonuses due to Bonnie in the amount of $\mathbf{\$ 1 3 5 , 1 6 9 . 1 6}$ shall be REDUCED TO JUDGMENT and collectible by all legal means.
5. THE COURT FURTHER ORDERS that the unpaid, unreimbursed orthodontic expenses for Brigitte in the amount of $\mathbf{\$ 3 , 2 0 0 . 0 0}$ shall be REDUCED TO JUDGMENT and collectible by all legal means.
6. THE COURT FURTHER ORDERS that a WAGE ASSIGNMENT shall be issued to collect all child support and child support arrearages beginning June 1, 2019.
7. THE COURT FURTHER ORDERS that child support shall be modified and retroactive to June 1, 2019 as indicated below.
8. THE COURT FURTHER ORDERS that child support for two children from June 1, 2019 through to August 1, 2020 shall be modified to $\underline{\mathbf{2 2 , 5 3 4 . 9 8}}$ per month from Bart to Bonnie.
9. THE COURT FURTHER ORDERS that child support for one child from September 1, 2020 through to present shall be modified to $\mathbf{\$ 1 , 7 9 6 . 0 0}$ per month from Bart to Bonnie.
10. THE COURT FURTHER ORDERS that it is inclined to grant most of the attorney's fees and costs for preparation of the December 3, 2020 Evidentiary Hearing. Thus, Bonnie's Motion for Attorney's Fees is GRANTED. She shall submit a Memorandum of Fees and Costs within two weeks from the Notice of Entry of Order with the exact amount of fees incurred along with a Brunzell Affidavit.

Dated this 24th day of December, 2020


78A 68468449045
Vincent Ochoa District Court Judge
/s/ Kimberly A. Stutzman
KIMBERLY A. STUTZMAN, ESQ.
Nevada Bar No. 014085
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
(702) 990-6448

Attorneys for Defendant

# DEFENDANT'S <br> TRIAL EXHIBIT "C" 

WITH AMENDED EXHIBIT "A" - FOR CHILD SUPPOR AND SPOUSAL SUPPORT

SCHD
RADFORD J. SMITH, CHARTERED
KIMBERLY A. STUTZMAN, ESQ.
Nevada State Bar No. 014085
2470 St. Rose Parkway Suite 206
Henderson, Nevada 89014
Telephone: (702) 990-6448
Facsimile: (702) 990-6456
kmedina@radfordsmith.com
Attorneys for Defendant

# DISTRICT COURT <br> CLARK COUNTY, NEVADA 

CASE NO.: D-13-477883-D
DEPT NO.: S

FAMILY DIVISION

BONNIE M. MAHONEY, Defendant.

## UPDATED SCHEDULE OF ARREARAGES

DATE OF HEARING: November 13, 2019
TIME OF HEARING: 9:15 a.m.
STATE OF NEVADA ) ) ss.
COUNTY OF CLARK )

KIMBERLY STUTZMAN, ESQ., declares and says:

1. I am the Attorney for the Defendant in the above-entitled matter.
2. Defendant, BONNIE MAHONEY is owed and entitled to receive certain periodic monthly payments from Plaintiff, BARTHOLOMEW M. MAHONEY, JR. ("Bart") pursuant to the stipulated Decree of Divorce ("Decree") filed on February 3, 2016.
3. BARTHOLOMEW M. MAHONEY, JR. failed to make complete and full payments when due.
4. The Updated Schedule of Arrears for Child Support, Spousal Support, Attorney Fees, and Bonuses is attached hereto as Exhibit "A" is a true and accurate statement of all payment due dates and payments received during the months noted along with the interest and penalties.
5. Bart owes in combined support arrears of $\mathbf{\$ 2 5 , 7 4 1 . 0 0}$. Interest and penalties (through January 31, 2020 pursuant to NAC 425) accrued. Bart owes $\mathbf{\$ 3 , 7 0 3 . 0 6}$ in interest and $\mathbf{\$ 4 , 0 4 2 . 3 2}$ in penalties. Thus, Bart owes unpaid support in the amount of $\mathbf{\$ 3 3 , 4 8 6 . 3 8}$.
6. Bart is also in arrears for attorney fees and costs in the amount of $\mathbf{\$ 5 , 1 0 5 . 0 0}$. Interest also accrued in the amount of $\mathbf{\$ 1 , 5 2 3 . 7 8}$. Bart owes a total for unpaid attorney's fees in the amount of $\mathbf{\$ 6 , 6 2 8 . 7 8}$.
[This space intentionally left blank.]
7. Bart received the following bonuses, none of which he provided information before April of each of the following year to Bonnie:

| Southern Wine and Spirits | 2015 | $5 / 15 / 2015$ | $\$$ | $28,764.00$ | DEF1511 |
| :--- | ---: | ---: | :--- | ---: | ---: |
| Southern Wine and Spirits | 2015 | $5 / 22 / 2015$ | $\$$ | $58,554.08$ | DEF1047 |
| Bonus Deposited in acct | 2015 | $6 / 4 / 2015$ | $\$$ | $10,000.00$ | DEF1053 |
| Shamus \& Peabody LLC | 2015 | $9 / 1 / 2015$ | $\$$ | $15,000.00$ | DEF1461 |
| Shamus \& Peabody LLC | 2016 | $2 / 15 / 2016$ | $\$$ | $2,105.98$ | DEF1465 |
| Thomas Keller Restaurant <br> Group | 2016 | $7 / 22 / 2016$ | $\$$ | $4,646.45$ | DEF1468 |
| Wynn Las Vegas | 2017 | $1 / 8 / 2017$ | $\$$ | $40,000.00$ | DEF2176 |
| Wynn Las Vegas | 2018 | $1 / 19 / 2018$ | $\$$ | $40,000.00$ | DEF2174 |
| *Golden 2018 - Bonus <br> eligibility 30\% base pay |  |  |  |  | DEF1842 |
| Golden Entertainment - <br> signing bonus | 2018 | $6 / 8 / 2018$ | $\$$ | $25,000.00$ | DEF1863 |
| Resorts World | 2019 | $1 / 9 / 2020$ | $\$$ | $80,384.49$ | DEF1756 |
| Resorts World | 2019 | $6 / 6 / 2019$ | $\$$ | $25,000.00$ | DEF1724 |

8. Because Bart failed to provide the information, Bonnie is entitled to receive $35 \%$ of the bonus as follows:

| Southern Wine and Spirits | $\$$ | $10,067.40$ |
| :--- | :---: | ---: |
| Southern Wine and Spirits | $\$$ | $20,493.93$ |
| Bonus Deposited in acct | $\$$ | $3,500.00$ |
| Shamus \& Peabody LLC | $\$$ | $5,250.00$ |
| Shamus \& Peabody LLC | $\$$ | 737.09 |
| Thomas Keller Restaurant Group | $\$$ | $1,626.26$ |
| Wynn Las Vegas | $\$$ | $14,000.00$ |
| Wynn Las Vegas | $\$$ | $14,000.00$ |
| *Golden 2018 - Bonus eligibility 30\% base <br> pay | $\$$ |  |
| Golden Entertainment - signing bonus | $\$$ | $8,750.00$ |
| Resorts World | $\$$ | $28,134.57$ |
| Resorts World | $\$$ | $8,750.00$ |

9. Furthermore, because Bart has not paid, interest accrued. The total amount, including interest on the amounts due to Bonnie are as follows:

| Southern Wine and Spirits | $\$$ | $13,062.45$ |
| :--- | ---: | ---: |
| Southern Wine and Spirits | $\$$ | $26,590.87$ |
| Bonus Deposited in acct | $\$$ | $4,541.25$ |
| Shamus \& Peabody LLC | $\$$ | $6,811.88$ |
| Shamus \& Peabody LLC | $\$$ | 915.39 |
| Thomas Keller Restaurant Group | $\$$ | $2,019.61$ |
| Wynn Las Vegas | $\$$ | $16,520.00$ |
| Wynn Las Vegas | $\$$ | $16,520.00$ |
| *Golden 2018 - Bonus eligibility 30\% base <br> pay |  |  |
| Golden Entertainment - signing bonus | $\$$ | $9,712.50$ |
| Resorts World | $\$$ | $29,347.87$ |
| Resorts World | $\$$ | $9,127.34$ |

10. The total bonus monies owed to Bonnie including interest is $\mathbf{\$ 1 3 5 , 1 6 9 . 1 6}$.
11. Thus, the combined support arrears, attorney fees, and bonus arrears of $\mathbf{\$ 1 7 5 , 2 8 4 . 3 2}$. That amount should be reduced to judgment collectable by any and all legal means.
12. Under penalty of perjury, pursuant to the best information known and available to me, the following schedule accurately sets out the dates and amounts of periodic payments due pursuant to a lawful court order, the dates and amounts of all payments received, and the principal, interest, and penalties due.
13. I declare under penalty of perjury, under the laws of the State of Nevada and the United States (NRS 53.045 and 28 U.S.C. § 1746), that the foregoing is true and correct.

RADFORD J. SMITH, CHARTERED
/s/ Kimberly A. Stutzman
KIMBERLY A. STUTZMAN, ESQ.
Nevada State Bar No. 014085
2470 St. Rose Parkway Suite 206
Henderson, Nevada 89014
Telephone: (702) 990-6448
Facsimile: (702) 990-6456
kstutzman@radfordsmith.com
Attorneys for Defendant

## 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 documents described as UPDATED SCHEDULE OF
ARREARS on this $30^{\text {th }}$ day of November 2020, to all interested parties
BY ELECTRONIC MAIL: Pursuant to Admin Order 20-17:
Bart Mahoney bmmlv27@gmail.com
/s/ Kimberly A. Stutzman
An employee of Radford J. Smith, Chartered

EXHIBIT "A"

| Mahoney adv. Mahoney |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| D-13-477883-D |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Dept. S |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Child Support \& Spousal Support |  |  | Payment |  |  |  |  |  |  |  |  |  |  |  |  |
| Date Due | Amount Due |  |  |  | Monthly Arrearage |  | Annual Legal Interest Rate (percent) | Monthly Interest Rate as Factor | Accrued Arrearage |  | Monthly Interest |  | Monthly Penalty Rate as Factor ( $\mathbf{1 0 \%}$ per annum through January 31, 2020) | Monthly Penalty |  |
| September, 2015 | \$ | 4,850.00 | \$ | 4,850.00 | \$ | - | 5.25 | 0.00438 | \$ | - | \$ | - | 0.008333 | \$ | - |
| October, 2015 | \$ | 4,850.00 | \$ | 6,088.00 | \$ | (1,238.00) | 5.25 | 0.00438 | \$ | (1,238.00) | \$ | (5.42) | 0.008333 | \$ | (10.32) |
| November, 2015 | \$ | 4,850.00 | \$ | 4,754.00 | \$ | 96.00 | 5.25 | 0.00438 | \$ | $(1,142.00)$ | \$ | (5.00) | 0.008333 | \$ | (9.52) |
| December, 2015 | \$ | 4,850.00 | \$ | 4,956.41 | \$ | (106.41) | 5.25 | 0.00438 | \$ | (1,248.41) | \$ | (5.46) | 0.008333 | \$ | (10.40) |
| January, 2016 | \$ | 4,850.00 | \$ | 2,807.59 | \$ | 2,042.41 | 5.50 | 0.00458 | \$ | 794.00 | \$ | 3.64 | 0.008333 | \$ | 6.62 |
| February, 2016 (DO | \$ | 4,850.00 | \$ | 4,790.00 | \$ | 60.00 | 5.50 | 0.00458 | \$ | 854.00 | \$ | 3.91 | 0.008333 | \$ | 7.12 |
| March, 2016 | \$ | 4,850.00 | \$ | 500.00 | \$ | 4,350.00 | 5.50 | 0.00458 | \$ | 5,204.00 | \$ | 23.85 | 0.008333 | \$ | 43.36 |
| April, 2016 | \$ | 4,850.00 | \$ | 4,350.00 | \$ | 500.00 | 5.50 | 0.00458 | \$ | 5,704.00 | \$ | 26.14 | 0.008333 | \$ | 47.53 |
| May, 2016 | \$ | 4,850.00 | \$ | 3,600.00 | \$ | 1,250.00 | 5.50 | 0.00458 | \$ | 6,954.00 | \$ | 31.87 | 0.008333 | \$ | 57.95 |
| June, 2016 | \$ | 4,850.00 | \$ | 3,700.00 | \$ | 1,150.00 | 5.50 | 0.00458 | \$ | 8,104.00 | \$ | 37.14 | 0.008333 | \$ | 67.53 |
| July, 2016 | \$ | 4,850.00 | \$ | 4,300.00 | \$ | 550.00 | 5.50 | 0.00458 | \$ | 8,654.00 | \$ | 39.66 | 0.008333 | \$ | 72.11 |
| August, 2016 | \$ | 4,850.00 | \$ | 3,220.00 | \$ | 1,630.00 | 5.50 | 0.00458 | \$ | 10,284.00 | \$ | 47.14 | 0.008333 | \$ | 85.70 |
| September, 2016 | \$ | 4,850.00 | \$ | 5,320.00 | \$ | (470.00) | 5.50 | 0.00458 | \$ | 9,814.00 | \$ | 44.98 | 0.008333 | \$ | 81.78 |
| October, 2016 | \$ | 4,850.00 | \$ | 4,850.00 | \$ | - | 5.50 | 0.00458 | \$ | 9,814.00 | \$ | 44.98 | 0.008333 | \$ | 81.78 |
| November, 2016 | \$ | 4,850.00 | \$ | 4,450.00 | \$ | 400.00 | 5.50 | 0.00458 | \$ | 10,214.00 | \$ | 46.81 | 0.008333 | \$ | 85.11 |
| December, 2016 | \$ | 4,850.00 | \$ | 6,450.00 | \$ | (1,600.00) | 5.50 | 0.00458 | \$ | 8,614.00 | \$ | 39.48 | 0.008333 | \$ | 71.78 |
| January, 2017 | \$ | 4,850.00 | \$ | 4,930.00 | \$ | (80.00) | 5.75 | 0.00479 | \$ | 8,534.00 | \$ | 40.89 | 0.008333 | \$ | 71.11 |
| February, 2017 | \$ | 4,850.00 | \$ | 6,000.00 | \$ | $(1,150.00)$ | 5.75 | 0.00479 | \$ | 7,384.00 | \$ | 35.38 | 0.008333 | \$ | 61.53 |
| March, 2017 | \$ | 4,850.00 | \$ | 5,260.00 | \$ | (410.00) | 5.75 | 0.00479 | \$ | 6,974.00 | \$ | 33.42 | 0.008333 | \$ | 58.11 |
| April, 2017 | \$ | 4,850.00 | \$ | 5,100.00 | \$ | (250.00) | 5.75 | 0.00479 | \$ | 6,724.00 | \$ | 32.22 | 0.008333 | \$ | 56.03 |
| May, 2017 | \$ | 4,850.00 | \$ | 5,420.00 | \$ | (570.00) | 5.75 | 0.00479 | \$ | 6,154.00 | \$ | 29.49 | 0.008333 | \$ | 51.28 |
| June, 2017 | \$ | 4,850.00 | \$ | 4,960.00 | \$ | (110.00) | 5.75 | 0.00479 | \$ | 6,044.00 | \$ | 28.96 | 0.008333 | \$ | 50.36 |
| July, 2017 | \$ | 4,850.00 | \$ | 5,000.00 | \$ | (150.00) | 6.25 | 0.00521 | \$ | 5,894.00 | \$ | 30.70 | 0.008333 | \$ | 49.11 |
| August, 2017 | \$ | 4,850.00 | \$ | 4,500.00 | \$ | 350.00 | 6.25 | 0.00521 | \$ | 6,244.00 | \$ | 32.52 | 0.008333 | \$ | 52.03 |
| September, 2017 | \$ | 4,850.00 | \$ | 4,500.00 | \$ | 350.00 | 6.25 | 0.00521 | \$ | 6,594.00 | \$ | 34.34 | 0.008333 | \$ | 54.95 |
| October, 2017 | \$ | 4,850.00 | \$ | 4,500.00 | \$ | 350.00 | 6.25 | 0.00521 | \$ | 6,944.00 | \$ | 36.17 | 0.008333 | \$ | 57.86 |
| November, 2017 | \$ | 4,850.00 | \$ | 4,000.00 | \$ | 850.00 | 6.25 | 0.00521 | \$ | 7,794.00 | \$ | 40.59 | 0.008333 | \$ | 64.95 |
| December, 2017 | \$ | 4,850.00 | \$ | 5,100.00 | \$ | (250.00) | 6.25 | 0.00521 | \$ | 7,544.00 | \$ | 39.29 | 0.008333 | \$ | 62.86 |
| January, 2018 | \$ | 4,850.00 | \$ | 4,900.00 | \$ | (50.00) | 6.50 | 0.00542 | \$ | 7,494.00 | \$ | 40.59 | 0.008333 | \$ | 62.45 |
| February, 2018 | \$ | 4,850.00 | \$ | 4,800.00 | \$ | 50.00 | 6.50 | 0.00542 | \$ | 7,544.00 | \$ | 40.86 | 0.008333 | \$ | 62.86 |
| March, 2018 | \$ | 4,850.00 | \$ | 4,000.00 | \$ | 850.00 | 6.50 | 0.00542 | \$ | 8,394.00 | \$ | 45.47 | 0.008333 | \$ | 69.95 |
| April, 2018 | \$ | 4,850.00 | \$ | 4,400.00 | \$ | 450.00 | 6.50 | 0.00542 | \$ | 8,844.00 | \$ | 47.91 | 0.008333 | \$ | 73.70 |
| May, 2018 | \$ | 4,850.00 | \$ | 4,000.00 | \$ | 850.00 | 6.50 | 0.00542 | \$ | 9,694.00 | \$ | 52.51 | 0.008333 | \$ | 80.78 |
| June, 2018 | \$ | 4,850.00 | \$ | 5,350.00 | \$ | (500.00) | 6.50 | 0.00542 | \$ | 9,194.00 | \$ | 49.80 | 0.008333 | \$ | 76.61 |
| July, 2018 | \$ | 4,850.00 | \$ | 5,500.00 | \$ | (650.00) | 7.00 | 0.00583 | \$ | 8,544.00 | \$ | 49.84 | 0.008333 | \$ | 71.20 |
| August, 2018 | \$ | 4,850.00 | \$ | 8,000.00 | \$ | $(3,150.00)$ | 7.00 | 0.00583 | \$ | 5,394.00 | \$ | 31.47 | 0.008333 | \$ | 44.95 |
| September, 2018 | \$ | 4,850.00 | \$ | 4,000.00 | \$ | 850.00 | 7.00 | 0.00583 | \$ | 6,244.00 | \$ | 36.42 | 0.008333 | \$ | 52.03 |


| October, 2018 | \$ | 4,850.00 | \$ | 7,750.00 | \$ | (2,900.00) | 7.00 | 0.00583 | \$ | 3,344.00 | \$ | 19.51 | 0.008333 | \$ | 27.87 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| November, 2018 | \$ | 4,850.00 | \$ | 2,000.00 | \$ | 2,850.00 | 7.00 | 0.00583 | \$ | 6,194.00 | \$ | 36.13 | 0.008333 | \$ | 51.61 |
| December, 2018 | \$ | 4,850.00 | \$ | 4,850.00 | \$ | - | 7.00 | 0.00583 | \$ | 6,194.00 | \$ | 36.13 | 0.008333 | \$ | 51.61 |
| January, 2019 | \$ | 4,850.00 | \$ | 4,000.00 | \$ | 850.00 | 7.50 | 0.00625 | \$ | 7,044.00 | \$ | 44.03 | 0.008333 | \$ | 58.70 |
| February, 2019 | \$ | 4,850.00 | \$ | 4,000.00 | \$ | 850.00 | 7.50 | 0.00625 | \$ | 7,894.00 | \$ | 49.34 | 0.008333 | \$ | 65.78 |
| March, 2019 | \$ | 4,850.00 | \$ | 3,500.00 | \$ | 1,350.00 | 7.50 | 0.00625 | \$ | 9,244.00 | \$ | 57.78 | 0.008333 | \$ | 77.03 |
| April, 2019 | \$ | 4,850.00 | \$ | 3,600.00 | \$ | 1,250.00 | 7.50 | 0.00625 | \$ | 10,494.00 | \$ | 65.59 | 0.008333 | \$ | 87.45 |
| May, 2019 | \$ | 4,850.00 | \$ | 4,000.00 | \$ | 850.00 | 7.50 | 0.00625 | \$ | 11,344.00 | \$ | 70.90 | 0.008333 | \$ | 94.53 |
| June, 2019 | \$ | 5,205.98 | \$ | 4,400.00 | \$ | 805.98 | 7.50 | 0.00625 | \$ | 12,149.98 | \$ | 75.94 | 0.008333 | \$ | 101.25 |
| July, 2019 | \$ | 5,205.98 | \$ | 4,980.00 | \$ | 225.98 | 7.50 | 0.00625 | \$ | 12,375.96 | \$ | 77.35 | 0.008333 | \$ | 103.13 |
| August, 2019 | \$ | 5,205.98 | \$ | 4,000.00 | \$ | 1,205.98 | 7.50 | 0.00625 | \$ | 13,581.94 | \$ | 84.89 | 0.008333 | \$ | 113.18 |
| September, 2019 (A | \$ | 2,534.98 | \$ | 3,100.00 | \$ | (565.02) | 7.50 | 0.00625 | \$ | 13,016.92 | \$ | 81.36 | 0.008333 | \$ | 108.47 |
| October, 2019 | \$ | 2,534.98 | \$ | 2,100.00 | \$ | 434.98 | 7.50 | 0.00625 | \$ | 13,451.90 | \$ | 84.07 | 0.008333 | \$ | 112.09 |
| November, 2019 | \$ | 2,534.98 | \$ | 2,183.00 | \$ | 351.98 | 7.50 | 0.00625 | \$ | 13,803.88 | \$ | 86.27 | 0.008333 | \$ | 115.03 |
| December, 2019 | \$ | 2,534.98 | \$ | 2,182.00 | \$ | 352.98 | 7.50 | 0.00625 | \$ | 14,156.86 | \$ | 88.48 | 0.008333 | \$ | 117.97 |
| January, 2020 | \$ | 2,534.98 | \$ | 2,182.00 | \$ | 352.98 | 6.75 | 0.00563 | \$ | 14,509.84 | \$ | 81.62 | 0.008333 | \$ | 120.91 |
| February, 2020 | \$ | 2,534.98 | \$ | 1,091.00 | \$ | 1,443.98 | 6.75 | 0.00563 | \$ | 15,953.82 | \$ | 89.74 | 0.000000 | \$ | - |
| March, 2020 | \$ | 2,534.98 | \$ | 1,091.00 | \$ | 1,443.98 | 6.75 | 0.00563 | \$ | 17,397.80 | \$ | 97.86 | 0.000000 | \$ | - |
| April, 2020 | \$ | 2,534.98 | \$ | 1,091.00 | \$ | 1,443.98 | 6.75 | 0.00563 | \$ | 18,841.78 | \$ | 105.99 | 0.000000 | \$ | - |
| May-20 | \$ | 2,534.98 | \$ | 1,682.00 | \$ | 852.98 | 6.75 | 0.00563 | \$ | 19,694.76 | \$ | 110.78 | 0.000000 | \$ | - |
| Jun-20 | \$ | 2,534.98 | \$ | 1,091.00 | \$ | 1,443.98 | 6.75 | 0.00563 | \$ | 21,138.74 | \$ | 118.91 | 0.000000 | \$ | - |
| Jul-20 | \$ | 2,534.98 | \$ | 500.00 | \$ | 2,034.98 | 5.25 | 0.00438 | \$ | 23,173.72 | \$ | 101.39 | 0.000000 | \$ | - |
| Aug-20 | \$ | 1,796.66 | \$ | 1,091.00 | \$ | 705.66 | 5.25 | 0.00438 | \$ | 23,879.38 | \$ | 104.47 | 0.000000 | \$ | - |
| Sep-20 | \$ | 1,796.66 | \$ | 1,091.00 | \$ | 705.66 | 5.25 | 0.00438 | \$ | 24,585.04 | \$ | 107.56 | 0.000000 | \$ | - |
| Oct-20 | \$ | 1,796.66 | \$ | 1,091.00 | \$ | 705.66 | 5.25 | 0.00438 | \$ | 25,290.70 | \$ | 110.65 | 0.000000 | \$ | - |
| Nov-20 | \$ | 1,796.66 | \$ | 500.00 | \$ | 1,296.66 | 5.25 | 0.00438 | \$ | 26,587.36 | \$ | 116.32 | 0.000000 | \$ | - |
| Dec-20 | \$ | 1,796.66 | \$ | - | \$ | 1,796.66 | 5.25 | 0.00438 | \$ | 28,384.02 | \$ | 124.18 | 0.000000 | \$ | - |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| TOTALS | \$ | 270,736.02 | \$ | 242,352.00 | \$ | 28,384.02 |  |  | \$ | 28,384.02 | \$ | 3,425.67 |  | \$ | 3,399.71 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Bonus: | \$ | 135,169.16 |  |  |  |  | Total Accrued Arrearage through December 2020: |  |  |  | \$ |  |  |  | 28,384.02 |
| Attorney Fees | \$ | 6,628.78 |  |  |  |  | Total Accrued Interest through December 2020: |  |  |  | \$ |  |  |  | 3,425.67 |
| Support | \$ | 35,209.40 |  |  |  |  | Total Accrued Penalties Through December 2020: |  |  |  | \$ |  |  |  | 3,399.71 |
| TOTAL | \$ | 177,007.34 |  |  |  |  | TOTAL SUM DUE: |  |  |  | $\$$ |  |  |  | 35,209.40 |


|  | Mahoney adv. Mahoney |  |  | $\underline{\square}$ |  |  |  | $\square$ | $\square$ |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | D-13-477883-D |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Dept. B |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  | Accrued Arrearage |  |  |  |
|  | Attorney Fees | \$10,000 owed, due $\$ 555$ per month until paid in full. Approx. 19 payments. |  |  |  |  |  |  |  |  |  |  |  |
|  | Date Due | Amount Due |  | Payment |  | Monthly Arrearage |  | Annual Legal Interest Rate (percent) | Monthly Interest Rate as Factor |  |  |  | terest |
| 1 | 1 September, 2015 | \$ | 555.00 | \$ | - |  | - 555.00 | 5.25 | 0.00438 | \$ | 555.00 | \$ | 2.43 |
| 2 | 2 October, 2015 | \$ | 555.00 | \$ | - |  | \$ 555.00 | 5.25 | 0.00438 | \$ | 1,110.00 | \$ | 4.86 |
| 3 | 3 November, 2015 | \$ | 555.00 | \$ | 555.00 | \$ | - | 5.25 | 0.00438 | \$ | 1,110.00 | \$ | 4.86 |
| 4 | 4 December, 2015 | \$ | 555.00 | \$ | 555.00 | \$ | - | 5.25 | 0.00438 | \$ | 1,110.00 | \$ | 4.86 |
| 5 | 5 January, 2016 | \$ | 555.00 | \$ | 555.00 | \$ | - - | 5.50 | 0.00458 | \$ | 1,110.00 | \$ | 5.09 |
| 6 | 6 February, 2016 | \$ | 555.00 | \$ | - |  | \$ 555.00 | 5.50 | 0.00458 | \$ | 1,665.00 | \$ | 7.63 |
| 7 | 7 March, 2016 | \$ | 555.00 | \$ | 1,030.00 |  | (475.00) | 5.50 | 0.00458 | \$ | 1,190.00 | \$ | 5.45 |
| 8 | 8 April, 2016 | \$ | 555.00 | \$ | 550.00 |  | - 5.00 | 5.50 | 0.00458 | \$ | 1,195.00 | \$ | 5.48 |
| 9 | 9 May, 2016 | \$ | 555.00 | \$ | - |  | - 555.00 | 5.50 | 0.00458 | S | 1,750.00 | \$ | 8.02 |
| 10 | June, 2016 | \$ | 555.00 | \$ | - |  | - 555.00 | 5.50 | 0.00458 | \$ | 2,305.00 | \$ | 10.56 |
| 11 | 1 July, 2016 | \$ | 555.00 | \$ | - |  | - 555.00 | 5.50 | 0.00458 | \$ | 2,860.00 | \$ | 13.11 |
| 12 | 2 August, 2016 | \$ | 555.00 | \$ | - |  | \$ 555.00 | 5.50 | 0.00458 | \$ | 3,415.00 | \$ | 15.65 |
| 13 | 3 September, 2016 | \$ | 555.00 | \$ | - |  | \$ 555.00 | 5.50 | 0.00458 | \$ | 3,970.00 | \$ | 18.20 |
| 14 | 4 October, 2016 | \$ | 555.00 | \$ | - |  | - 555.00 | 5.50 | 0.00458 | \$ | 4,525.00 | \$ | 20.74 |
| 15 | 5 November, 2016 | \$ | 555.00 | \$ | - |  | - 555.00 | 5.50 | 0.00458 | \$ | 5,080.00 | \$ | 23.28 |
| 16 | December, 2016 | \$ | 555.00 | \$ | - |  | \$ 555.00 | 5.50 | 0.00458 | \$ | 5,635.00 | \$ | 25.83 |
| 17 | 7 January, 2017 | \$ | 555.00 | \$ | - |  | \$ 555.00 | 5.75 | 0.00479 | S | 6,190.00 | \$ | 29.66 |
| 18 | February, 2017 | \$ | 565.00 | \$ | - |  | \$ 565.00 | 5.75 | 0.00479 | \$ | 6,755.00 | \$ | 32.37 |
| 19 | March, 2017 | \$ | 6,755.00 | \$ | - |  | 6,755.00 | 5.75 | 0.00479 | \$ | 6,755.00 | \$ | 32.37 |
| 20 | April, 2017 | \$ | 6,755.00 | \$ | - |  | 6,755.00 | 5.75 | 0.00479 |  | 6,755.00 | \$ | 32.37 |
| 21 | 1 May, 2017 | \$ | 6,755.00 | \$ | - |  | 6,755.00 | 5.75 | 0.00479 | \$ | 6,755.00 | \$ | 32.37 |
| 22 | June, 2017 | \$ | 6,755.00 | \$ | - |  | 6,755.00 | 5.75 | 0.00479 | \$ | 6,755.00 | \$ | 32.37 |
| 23 | 3 July, 2017 | \$ | 6,755.00 | \$ | - |  | 6,755.00 | 6.25 | 0.00521 | \$ | 6,755.00 | \$ | 35.18 |
| 24 | 4 August, 2017 | \$ | 6,755.00 | \$ | 1,100.00 |  | 6,755.00 | 6.25 | 0.00521 | \$ | 5,655.00 | \$ | 29.45 |


| 25 | September, 2017 | \$ | 5,655.00 | \$ | - | \$ | 5,655.00 | 6.25 | 0.00521 | \$ | 5,655.00 | \$ | 29.45 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 26 | October, 2017 | \$ | 5,655.00 | \$ | - | \$ | 5,655.00 | 6.25 | 0.00521 | \$ | 5,655.00 | \$ | 29.45 |
| 27 | November, 2017 | \$ | 5,655.00 | \$ | 550.00 | \$ | 5,655.00 | 6.25 | 0.00521 | \$ | 5,105.00 | \$ | 26.59 |
| 28 | December, 2017 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.25 | 0.00521 | \$ | 5,105.00 | \$ | 26.59 |
| 29 | January, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.50 | 0.00542 | \$ | 5,105.00 | \$ | 27.65 |
| 30 | February, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.50 | 0.00542 | \$ | 5,105.00 | \$ | 27.65 |
| 31 | March, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.50 | 0.00542 | \$ | 5,105.00 | \$ | 27.65 |
| 32 | April, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.50 | 0.00542 | \$ | 5,105.00 | \$ | 27.65 |
| 33 | May, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.50 | 0.00542 | \$ | 5,105.00 | \$ | 27.65 |
| 34 | June, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.50 | 0.00542 | \$ | 5,105.00 | \$ | 27.65 |
| 35 | July, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.00 | 0.00583 | \$ | 5,105.00 | \$ | 29.78 |
| 36 | August, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.00 | 0.00583 | \$ | 5,105.00 | \$ | 29.78 |
| 37 | September, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.00 | 0.00583 | \$ | 5,105.00 | \$ | 29.78 |
| 38 | October, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.00 | 0.00583 | \$ | 5,105.00 | \$ | 29.78 |
| 39 | November, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.00 | 0.00583 | \$ | 5,105.00 | \$ | 29.78 |
| 40 | December, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.00 | 0.00583 | \$ | 5,105.00 | \$ | 29.78 |
| 41 | January, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 42 | February, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 43 | March, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 44 | April, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 45 | May, 3029 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 46 | June, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 47 | July, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 48 | Augut, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 49 | September, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 50 | December, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 51 | November, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 52 | January, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.75 | 0.00563 | \$ | 5,105.00 | \$ | 28.72 |
| 53 | February, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.75 | 0.00563 | \$ | 5,105.00 | \$ | 28.72 |
| 54 | March, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.75 | 0.00563 | \$ | 5,105.00 | \$ | 28.72 |
| 55 | April, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.75 | 0.00563 | \$ | 5,105.00 | \$ | 28.72 |
| 56 | May, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.75 | 0.00563 | \$ | 5,105.00 | \$ | 28.72 |
| 57 | June, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.75 | 0.00563 | \$ | 5,105.00 | \$ | 28.72 |
| 55 | July, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 5.25 | 0.00438 | \$ | 5,105.00 | \$ | 22.33 |


| 56 | August, 2020 | \$ | 5,105.00 | S | - | \$ | 5,105.00 | 5.25 | 0.00438 | \$ | 5,105.00 | \$ | 22.33 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 57 | September, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 5.25 | 0.00438 | \$ | 5,105.00 | \$ | 22.33 |
| 58 | October, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 5.25 | 0.00438 | \$ | 5,105.00 | \$ | 22.33 |
| 59 | November, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 5.25 | 0.00438 | \$ | 5,105.00 | \$ | 22.33 |
| 60 | December, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 5.25 | 0.00438 | \$ | 5,105.00 |  |  |
|  | TOTALS | \$ | 10,000.00 | \$ | 4,895.00 | \$ | 5,105.00 |  |  | \$ | 5,105.00 | \$ | 1,523.78 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  | Total Accrued Arrearage through December 2020: |  |  |  |  |  | \$ | 5,105.00 |
|  |  |  |  |  |  | Total Accrued Interest through December 2020: |  |  |  |  |  | \$ | 1,523.78 |
|  |  |  |  |  |  | TOTAL SUM DUE: |  |  |  |  |  | \$ | 6,628.78 |



| Mahoney adv. Mahoney |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| D-13-477883-D |  |  |  |  |  |  |  |  |  |  |  |  |
| Dept. S |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Southern Wine and Spirits |  |  |  |  |  |  |  |  |  |  |  |
| Attorney Fees |  |  |  | 2015 |  | 5/15/2015 | \$ 28,764.00 | DEF1511 | \$ | 10,067.40 |  | il 2016 |
| Date Due | Amount Due |  | Payment |  | Monthly <br> Arrearage |  | Annual Legal Interest Rate (percent) | Monthly <br> Interest Rate as Factor | Accrued <br> Arrearage |  | Monthly <br> Interest |  |
| April, 2016 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.50 | 0.00458 | \$ | 10,067.40 | \$ | 46.14 |
| May, 2016 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.50 | 0.00458 | \$ | 10,067.40 | \$ | 46.14 |
| June, 2016 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.50 | 0.00458 | \$ | 10,067.40 | \$ | 46.14 |
| July, 2016 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.50 | 0.00458 | \$ | 10,067.40 | \$ | 46.14 |
| August, 2016 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.50 | 0.00458 | \$ | 10,067.40 | \$ | 46.14 |
| September, 2016 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.50 | 0.00458 | \$ | 10,067.40 | \$ | 46.14 |
| October, 2016 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.50 | 0.00458 | \$ | 10,067.40 | \$ | 46.14 |
| November, 2016 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.50 | 0.00458 | \$ | 10,067.40 | \$ | 46.14 |
| December, 2016 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.50 | 0.00458 | \$ | 10,067.40 | \$ | 46.14 |
| January, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.75 | 0.00479 | \$ | 10,067.40 | \$ | 48.24 |
| February, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.75 | 0.00479 | \$ | 10,067.40 | \$ | 48.24 |
| March, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.75 | 0.00479 | \$ | 10,067.40 | \$ | 48.24 |
| April, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.75 | 0.00479 | \$ | 10,067.40 | \$ | 48.24 |
| May, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.75 | 0.00479 | \$ | 10,067.40 | \$ | 48.24 |
| June, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.75 | 0.00479 | \$ | 10,067.40 | \$ | 48.24 |
| July, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.25 | 0.00521 | \$ | 10,067.40 | \$ | 52.43 |
| August, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.25 | 0.00521 | \$ | 10,067.40 | \$ | 52.43 |
| September, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.25 | 0.00521 | \$ | 10,067.40 | \$ | 52.43 |
| October, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.25 | 0.00521 | \$ | 10,067.40 | \$ | 52.43 |
| November, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.25 | 0.00521 | \$ | 10,067.40 | \$ | 52.43 |
| December, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.25 | 0.00521 | \$ | 10,067.40 | \$ | 52.43 |
| January, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.50 | 0.00542 | \$ | 10,067.40 | \$ | 54.53 |
| February, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.50 | 0.00542 | \$ | 10,067.40 | \$ | 54.53 |
| March, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.50 | 0.00542 | \$ | 10,067.40 | \$ | 54.53 |
| April, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.50 | 0.00542 | \$ | 10,067.40 | \$ | 54.53 |
| May, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.50 | 0.00542 | \$ | 10,067.40 | \$ | 54.53 |
| June, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.50 | 0.00542 | \$ | 10,067.40 | \$ | 54.53 |


| July, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.00 | 0.00583 | \$ | 10,067.40 | \$ | 58.73 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| August, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.00 | 0.00583 | \$ | 10,067.40 | \$ | 58.73 |
| September, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.00 | 0.00583 | \$ | 10,067.40 | \$ | 58.73 |
| October, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.00 | 0.00583 | \$ | 10,067.40 | \$ | 58.73 |
| November, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.00 | 0.00583 | \$ | 10,067.40 | \$ | 58.73 |
| December, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.00 | 0.00583 | \$ | 10,067.40 | \$ | 58.73 |
| January, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| February, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| March, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| April, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| May, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| June, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| July, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| Augut, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| September, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| December, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| November, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| January, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.75 | 0.00563 | \$ | 10,067.40 | \$ | 56.63 |
| February, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.75 | 0.00563 | \$ | 10,067.40 | \$ | 56.63 |
| March, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.75 | 0.00563 | \$ | 10,067.40 | \$ | 56.63 |
| April, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.75 | 0.00563 | \$ | 10,067.40 | \$ | 56.63 |
| May, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.75 | 0.00563 | \$ | 10,067.40 | \$ | 56.63 |
| June, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.75 | 0.00563 | \$ | 10,067.40 | \$ | 56.63 |
| July, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.25 | 0.00438 | \$ | 10,067.40 | \$ | 44.04 |
| August, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.25 | 0.00438 | \$ | 10,067.40 | \$ | 44.04 |
| September, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.25 | 0.00438 | \$ | 10,067.40 | \$ | 44.04 |
| October, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.25 | 0.00438 | \$ | 10,067.40 | \$ | 44.04 |
| November, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.25 | 0.00438 | \$ | 10,067.40 | \$ | 44.04 |
| December, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.25 | 0.00438 | \$ | 10,067.40 | \$ | 44.04 |
| TOTALS | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 |  |  | \$ | 10,067.40 | \$ | 2,995.05 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Total Accrued Arrearage through December 2020: |  |  |  | \$ | 10,067.40 |
|  |  |  |  |  |  |  | Total Accrued Interest through December 2020: |  |  |  | \$ | 2,995.05 |
|  |  |  |  |  |  |  | TOTAL SUM DUE: |  |  |  | \$ | 13,062.45 |


| Mahoney adv. Mahoney |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| D-13-477883-D |  |  |  |  |  |  |  |  |  |  |
| Dept. S |  |  |  |  |  |  |  |  |  |  |
|  | Southern Wine and Spirits |  |  |  |  |  |  |  |  |  |
| Attorney Fees |  |  | 2015 | 5/22/2015 | \$ 58,554.08 | DEF1047 |  | \$ 20,493.93 |  | pril 2016 |
| Date Due | Amount Due | Payment |  | Monthly <br> Arrearage | Annual Legal Interest Rate (percent) | Monthly Interest Rate as Factor | Accrued Arrearage |  | Monthly Interest |  |
| April, 2016 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.50 | 0.00458 |  | \$ 20,493.93 | \$ | 93.93 |
| May, 2016 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.50 | 0.00458 |  | \$ 20,493.93 | \$ | 93.93 |
| June, 2016 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.50 | 0.00458 |  | 20,493.93 | \$ | 93.93 |
| July, 2016 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.50 | 0.00458 |  | \$ 20,493.93 | \$ | 93.93 |
| August, 2016 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.50 | 0.00458 |  | \$ 20,493.93 | \$ | 93.93 |
| September, 2016 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.50 | 0.00458 |  | \$ 20,493.93 | \$ | 93.93 |
| October, 2016 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.50 | 0.00458 |  | \$ 20,493.93 | \$ | 93.93 |
| November, 2016 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.50 | 0.00458 |  | \$ 20,493.93 | \$ | 93.93 |
| December, 2016 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.50 | 0.00458 |  | \$ 20,493.93 | \$ | 93.93 |
| January, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.75 | 0.00479 |  | \$ 20,493.93 | \$ | 98.20 |
| February, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.75 | 0.00479 |  | \$ 20,493.93 | \$ | 98.20 |
| March, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.75 | 0.00479 |  | \$ 20,493.93 | \$ | 98.20 |
| April, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.75 | 0.00479 |  | \$ 20,493.93 | \$ | 98.20 |
| May, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.75 | 0.00479 |  | \$ 20,493.93 | \$ | 98.20 |
| June, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.75 | 0.00479 |  | 20,493.93 | \$ | 98.20 |
| July, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 6.25 | 0.00521 |  | 20,493.93 | \$ | 106.74 |
| August, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 6.25 | 0.00521 |  | 20,493.93 | \$ | 106.74 |
| September, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 6.25 | 0.00521 |  | \$ 20,493.93 | \$ | 106.74 |
| October, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 6.25 | 0.00521 |  | \$ 20,493.93 | \$ | 106.74 |
| November, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 6.25 | 0.00521 |  | \$ 20,493.93 | \$ | 106.74 |
| December, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 6.25 | 0.00521 |  | \$ 20,493.93 | \$ | 106.74 |
| January, 2018 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 6.50 | 0.00542 |  | \$ 20,493.93 | \$ | 111.01 |


| February, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.50 | 0.00542 | \$ | 20,493.93 | \$ | 111.01 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| March, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.50 | 0.00542 | \$ | 20,493.93 | \$ | 111.01 |
| April, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.50 | 0.00542 | \$ | 20,493.93 | \$ | 111.01 |
| May, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.50 | 0.00542 | \$ | 20,493.93 | \$ | 111.01 |
| June, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.50 | 0.00542 | \$ | 20,493.93 | \$ | 111.01 |
| July, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.00 | 0.00583 | \$ | 20,493.93 | \$ | 119.55 |
| August, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.00 | 0.00583 | \$ | 20,493.93 | \$ | 119.55 |
| September, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.00 | 0.00583 | \$ | 20,493.93 | \$ | 119.55 |
| October, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.00 | 0.00583 | \$ | 20,493.93 | \$ | 119.55 |
| November, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.00 | 0.00583 | \$ | 20,493.93 | \$ | 119.55 |
| December, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.00 | 0.00583 | \$ | 20,493.93 | \$ | 119.55 |
| January, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| February, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| March, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| April, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| May, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| June, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| July, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| Augut, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| September, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| December, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| November, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| January, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.75 | 0.00563 | \$ | 20,493.93 | \$ | 115.28 |
| February, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.75 | 0.00563 | \$ | 20,493.93 | \$ | 115.28 |
| March, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.75 | 0.00563 | \$ | 20,493.93 | \$ | 115.28 |
| April, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.75 | 0.00563 | \$ | 20,493.93 | \$ | 115.28 |
| May, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.75 | 0.00563 | \$ | 20,493.93 | \$ | 115.28 |
| June, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.75 | 0.00563 | \$ | 20,493.93 | \$ | 115.28 |
| July, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 5.25 | 0.00438 | \$ | 20,493.93 | \$ | 89.66 |


| August, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 5.25 | 0.00438 | \$ | 20,493.93 | \$ | 89.66 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| September, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 5.25 | 0.00438 | \$ | 20,493.93 | \$ | 89.66 |
| October, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 5.25 | 0.00438 | \$ | 20,493.93 | \$ | 89.66 |
| November, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 5.25 | 0.00438 | \$ | 20,493.93 | \$ | 89.66 |
| December, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 5.25 | 0.00438 | \$ | 20,493.93 | \$ | 89.66 |
| TOTALS | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 |  |  | \$ | 20,493.93 | \$ | 6,096.94 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Total Accrued Arrearage through December 2020: |  |  |  | \$ | 20,493.93 |
|  |  |  |  |  |  |  | Total Accrued Interest through December 2020: |  |  |  | \$ | 6,096.94 |
|  |  |  |  |  |  |  | TOTAL SUM DUE: |  |  |  | \$ | 26,590.87 |


| Mahoney adv. Mahoney |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| D-13-477883-D |  |  |  |  |  |  |  |  |  |  |  |  |
| Dept. S |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Bonus Deposited in acct |  |  |  |  |  |  |  |  |  |  |  |
| Attorney Fees |  |  |  | 2015 |  | 6/4/2015 | \$ 10,000.00 | DEF1053 | \$ | 3,500.00 |  | ril 2016 |
| Date Due | Amount Due |  | Payment |  | Monthly <br> Arrearage |  | Annual Legal Interest Rate (percent) | Monthly Interest Rate as Factor | Accrued Arrearage |  | Monthly Interest |  |
| April, 2016 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.50 | 0.00458 | \$ | 3,500.00 | \$ | 16.04 |
| May, 2016 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.50 | 0.00458 | \$ | 3,500.00 | \$ | 16.04 |
| June, 2016 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.50 | 0.00458 | \$ | 3,500.00 | \$ | 16.04 |
| July, 2016 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.50 | 0.00458 | \$ | 3,500.00 | \$ | 16.04 |
| August, 2016 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.50 | 0.00458 | \$ | 3,500.00 | \$ | 16.04 |
| September, 2016 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.50 | 0.00458 | \$ | 3,500.00 | \$ | 16.04 |
| October, 2016 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.50 | 0.00458 | \$ | 3,500.00 | \$ | 16.04 |
| November, 2016 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.50 | 0.00458 | \$ | 3,500.00 | \$ | 16.04 |
| December, 2016 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.50 | 0.00458 | \$ | 3,500.00 | \$ | 16.04 |
| January, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.75 | 0.00479 | \$ | 3,500.00 | \$ | 16.77 |
| February, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.75 | 0.00479 | \$ | 3,500.00 | \$ | 16.77 |
| March, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.75 | 0.00479 | \$ | 3,500.00 | \$ | 16.77 |
| April, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.75 | 0.00479 | \$ | 3,500.00 | \$ | 16.77 |
| May, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.75 | 0.00479 | \$ | 3,500.00 | \$ | 16.77 |
| June, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.75 | 0.00479 | \$ | 3,500.00 | \$ | 16.77 |
| July, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.25 | 0.00521 | \$ | 3,500.00 | \$ | 18.23 |
| August, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.25 | 0.00521 | \$ | 3,500.00 | \$ | 18.23 |
| September, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.25 | 0.00521 | \$ | 3,500.00 | \$ | 18.23 |
| October, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.25 | 0.00521 | \$ | 3,500.00 | \$ | 18.23 |
| November, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.25 | 0.00521 | \$ | 3,500.00 | \$ | 18.23 |
| December, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.25 | 0.00521 | \$ | 3,500.00 | \$ | 18.23 |
| January, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.50 | 0.00542 | \$ | 3,500.00 | \$ | 18.96 |
| February, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.50 | 0.00542 | \$ | 3,500.00 | \$ | 18.96 |
| March, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.50 | 0.00542 | \$ | 3,500.00 | \$ | 18.96 |
| April, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.50 | 0.00542 | \$ | 3,500.00 | \$ | 18.96 |


| May, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.50 | 0.00542 | \$ | 3,500.00 | \$ | 18.96 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| June, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.50 | 0.00542 | \$ | 3,500.00 | \$ | 18.96 |
| July, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.00 | 0.00583 | \$ | 3,500.00 | \$ | 20.42 |
| August, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.00 | 0.00583 | \$ | 3,500.00 | \$ | 20.42 |
| September, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.00 | 0.00583 | \$ | 3,500.00 | \$ | 20.42 |
| October, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.00 | 0.00583 | \$ | 3,500.00 | \$ | 20.42 |
| November, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.00 | 0.00583 | \$ | 3,500.00 | \$ | 20.42 |
| December, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.00 | 0.00583 | \$ | 3,500.00 | \$ | 20.42 |
| January, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| February, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| March, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| April, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| May, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| June, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| July, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| Augut, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| September, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| December, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| November, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| January, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.75 | 0.00563 | \$ | 3,500.00 | \$ | 19.69 |
| February, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.75 | 0.00563 | \$ | 3,500.00 | \$ | 19.69 |
| March, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.75 | 0.00563 | \$ | 3,500.00 | \$ | 19.69 |
| April, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.75 | 0.00563 | \$ | 3,500.00 | \$ | 19.69 |
| May, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.75 | 0.00563 | \$ | 3,500.00 | \$ | 19.69 |
| June, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.75 | 0.00563 | \$ | 3,500.00 | \$ | 19.69 |
| July, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.25 | 0.00438 | \$ | 3,500.00 | \$ | 15.31 |
| August, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.25 | 0.00438 | \$ | 3,500.00 | \$ | 15.31 |
| September, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.25 | 0.00438 | \$ | 3,500.00 | \$ | 15.31 |


| October, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.25 | 0.00438 | \$ | 3,500.00 | \$ | 15.31 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| November, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.25 | 0.00438 | \$ | 3,500.00 | \$ | 15.31 |
| December, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.25 | 0.00438 | \$ | 3,500.00 | \$ | 15.31 |
| TOTALS | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 |  |  | \$ | 3,500.00 | \$ | 1,041.25 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Total Accrued Arrearage through December 2020: |  |  |  | \$ | 3,500.00 |
|  |  |  |  |  |  |  | Total Accrued Interest through December 2020: |  |  |  | \$ | 1,041.25 |
|  |  |  |  |  |  |  | TOTAL SUM DUE: |  |  |  | \$ | 4,541.25 |


| Mahoney adv. Mahoney |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| D-13-477883-D |  |  |  |  |  |  |  |  |  |  |  |  |
| Dept. S |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  <br> Peabody LLC |  |  |  |  |  |  |  |  |  |  |  |
| Attorney Fees |  |  |  | 2015 |  | 9/1/2015 | \$ 15,000.00 | DEF1461 | \$ | 5,250.00 |  | il 2016 |
| Date Due | Amount Due |  | Payment |  | Monthly <br> Arrearage |  | Annual Legal Interest Rate (percent) | Monthly Interest Rate as Factor | Accrued Arrearage |  | Monthly Interest |  |
| April, 2016 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.50 | 0.00458 | \$ | 5,250.00 | \$ | 24.06 |
| May, 2016 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.50 | 0.00458 | \$ | 5,250.00 | \$ | 24.06 |
| June, 2016 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.50 | 0.00458 | \$ | 5,250.00 | \$ | 24.06 |
| July, 2016 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.50 | 0.00458 | \$ | 5,250.00 | \$ | 24.06 |
| August, 2016 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.50 | 0.00458 | \$ | 5,250.00 | \$ | 24.06 |
| September, 2016 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.50 | 0.00458 | \$ | 5,250.00 | \$ | 24.06 |
| October, 2016 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.50 | 0.00458 | \$ | 5,250.00 | \$ | 24.06 |
| November, 2016 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.50 | 0.00458 | \$ | 5,250.00 | \$ | 24.06 |
| December, 2016 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.50 | 0.00458 | \$ | 5,250.00 | \$ | 24.06 |
| January, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.75 | 0.00479 | \$ | 5,250.00 | \$ | 25.16 |
| February, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.75 | 0.00479 | \$ | 5,250.00 | \$ | 25.16 |
| March, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.75 | 0.00479 | \$ | 5,250.00 | \$ | 25.16 |
| April, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.75 | 0.00479 | \$ | 5,250.00 | \$ | 25.16 |
| May, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.75 | 0.00479 | \$ | 5,250.00 | \$ | 25.16 |
| June, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.75 | 0.00479 | \$ | 5,250.00 | \$ | 25.16 |
| July, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.25 | 0.00521 | \$ | 5,250.00 | \$ | 27.34 |
| August, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.25 | 0.00521 | \$ | 5,250.00 | \$ | 27.34 |
| September, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.25 | 0.00521 | \$ | 5,250.00 | \$ | 27.34 |
| October, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.25 | 0.00521 | \$ | 5,250.00 | \$ | 27.34 |
| November, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.25 | 0.00521 | \$ | 5,250.00 | \$ | 27.34 |
| December, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.25 | 0.00521 | \$ | 5,250.00 | \$ | 27.34 |
| January, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.50 | 0.00542 | \$ | 5,250.00 | \$ | 28.44 |
| February, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.50 | 0.00542 | \$ | 5,250.00 | \$ | 28.44 |
| March, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.50 | 0.00542 | \$ | 5,250.00 | \$ | 28.44 |
| April, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.50 | 0.00542 | \$ | 5,250.00 | \$ | 28.44 |


| May, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.50 | 0.00542 | \$ | 5,250.00 | \$ | 28.44 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| June, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.50 | 0.00542 | \$ | 5,250.00 | \$ | 28.44 |
| July, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.00 | 0.00583 | \$ | 5,250.00 | \$ | 30.63 |
| August, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.00 | 0.00583 | \$ | 5,250.00 | \$ | 30.63 |
| September, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.00 | 0.00583 | \$ | 5,250.00 | \$ | 30.63 |
| October, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.00 | 0.00583 | \$ | 5,250.00 | \$ | 30.63 |
| November, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.00 | 0.00583 | \$ | 5,250.00 | \$ | 30.63 |
| December, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.00 | 0.00583 | \$ | 5,250.00 | \$ | 30.63 |
| January, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| February, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| March, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| April, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| May, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| June, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| July, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| Augut, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| September, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| December, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| November, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| January, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.75 | 0.00563 | \$ | 5,250.00 | \$ | 29.53 |
| February, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.75 | 0.00563 | \$ | 5,250.00 | \$ | 29.53 |
| March, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.75 | 0.00563 | \$ | 5,250.00 | \$ | 29.53 |
| April, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.75 | 0.00563 | \$ | 5,250.00 | \$ | 29.53 |
| May, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.75 | 0.00563 | \$ | 5,250.00 | \$ | 29.53 |
| June, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.75 | 0.00563 | \$ | 5,250.00 | \$ | 29.53 |
| July, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.25 | 0.00438 | \$ | 5,250.00 | \$ | 22.97 |
| August, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.25 | 0.00438 | \$ | 5,250.00 | \$ | 22.97 |
| September, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.25 | 0.00438 | \$ | 5,250.00 | \$ | 22.97 |


| October, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.25 | 0.00438 | \$ | 5,250.00 | \$ | 22.97 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| November, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.25 | 0.00438 | \$ | 5,250.00 | \$ | 22.97 |
| December, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.25 | 0.00438 | \$ | 5,250.00 | \$ | 22.97 |
| TOTALS | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 |  |  | \$ | 5,250.00 | \$ | 1,561.88 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Total Accrued Arrearage through December 2020: |  |  |  | \$ | 5,250.00 |
|  |  |  |  |  |  |  | Total Accrued Interest through December 2020: |  |  |  | \$ | 1,561.88 |
|  |  |  |  |  |  |  | TOTAL SUM DUE: |  |  |  | \$ | 6,811.88 |


| Mahoney adv. Mahoney |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| D-13-477883-D |  |  |  |  |  |  |  |  |  |  |  |  |
| Dept. S |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  <br> Peabody LLC |  |  |  |  |  |  |  |  |  |  |  |
| Attorney Fees |  |  |  | 2016 |  | /15/2016 | \$ 2,105.98 | DEF1465 | \$ | 737.09 |  | 2017 |
| Date Due | Amount Due |  | Payment |  | Monthly Arrearage |  | Annual Legal Interest Rate (percent) | Monthly <br> Interest Rate as Factor | Accrued Arrearage |  | Monthly Interest |  |
| April, 2017 | \$ | 737.09 | \$ | - | \$ | 737.09 | 5.75 | 0.00479 | \$ | 737.09 | \$ | 3.53 |
| May, 2017 | \$ | 737.09 | \$ | - | \$ | 737.09 | 5.75 | 0.00479 | \$ | 737.09 | \$ | 3.53 |
| June, 2017 | \$ | 737.09 | \$ | - | \$ | 737.09 | 5.75 | 0.00479 | \$ | 737.09 | \$ | 3.53 |
| July, 2017 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.25 | 0.00521 | \$ | 737.09 | \$ | 3.84 |
| August, 2017 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.25 | 0.00521 | \$ | 737.09 | \$ | 3.84 |
| September, 2017 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.25 | 0.00521 | \$ | 737.09 | \$ | 3.84 |
| October, 2017 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.25 | 0.00521 | \$ | 737.09 | \$ | 3.84 |
| November, 2017 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.25 | 0.00521 | \$ | 737.09 | \$ | 3.84 |
| December, 2017 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.25 | 0.00521 | \$ | 737.09 | \$ | 3.84 |
| January, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.50 | 0.00542 | \$ | 737.09 | \$ | 3.99 |
| February, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.50 | 0.00542 | \$ | 737.09 | \$ | 3.99 |
| March, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.50 | 0.00542 | \$ | 737.09 | \$ | 3.99 |
| April, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.50 | 0.00542 | \$ | 737.09 | \$ | 3.99 |
| May, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.50 | 0.00542 | \$ | 737.09 | \$ | 3.99 |
| June, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.50 | 0.00542 | \$ | 737.09 | \$ | 3.99 |
| July, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.00 | 0.00583 | \$ | 737.09 | \$ | 4.30 |
| August, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.00 | 0.00583 | \$ | 737.09 | \$ | 4.30 |
| September, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.00 | 0.00583 | \$ | 737.09 | \$ | 4.30 |
| October, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.00 | 0.00583 | \$ | 737.09 | \$ | 4.30 |
| November, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.00 | 0.00583 | \$ | 737.09 | \$ | 4.30 |
| December, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.00 | 0.00583 | \$ | 737.09 | \$ | 4.30 |
| January, 2019 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.50 | 0.00625 | \$ | 737.09 | \$ | 4.61 |
| February, 2019 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.50 | 0.00625 | \$ | 737.09 | \$ | 4.61 |
| March, 2019 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.50 | 0.00625 | \$ | 737.09 | \$ | 4.61 |
| April, 2019 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.50 | 0.00625 | \$ | 737.09 | \$ | 4.61 |


| May, 2019 | $\$$ | 737.09 | $\$$ | - | $\$$ | 737.09 | 7.50 | 0.00625 | $\$$ | 737.09 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| June, 2019 | $\$$ | 737.09 | $\$$ | - | $\$$ | 737.09 | 7.50 | 0.00625 | $\$$ | 737.09 |



| June, 2019 | $\$$ | $1,626.26$ | $\$$ | - | $\$$ | $1,626.26$ | 7.50 | 0.00625 | $\$$ | $1,626.26$ |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |



| July, 2020 | \$ | 14,000.00 | \$ | - | \$ | 14,000.00 | 5.25 | 0.00438 | \$ | 14,000.00 | \$ | 61.25 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| August, 2020 | \$ | 14,000.00 | \$ | - | \$ | 14,000.00 | 5.25 | 0.00438 | \$ | 14,000.00 | \$ | 61.25 |
| September, 2020 | \$ | 14,000.00 | \$ | - | \$ | 14,000.00 | 5.25 | 0.00438 | \$ | 14,000.00 | \$ | 61.25 |
| October, 2020 | \$ | 14,000.00 | \$ | - | \$ | 14,000.00 | 5.25 | 0.00438 | \$ | 14,000.00 | \$ | 61.25 |
| November, 2020 | \$ | 14,000.00 | \$ | - | \$ | 14,000.00 | 5.25 | 0.00438 | \$ | 14,000.00 | \$ | 61.25 |
| December, 2020 | \$ | 14,000.00 | \$ | - | \$ | 14,000.00 | 5.25 | 0.00438 | \$ | 14,000.00 | \$ | 61.25 |
| TOTALS | \$ | 14,000.00 | \$ | - | \$ | 14,000.00 |  |  | \$ | 14,000.00 | \$ | 2,520.00 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Total Accrued Arrearage through December 2020: |  |  |  | \$ | 14,000.00 |
|  |  |  |  |  |  |  | Total Accrued Interest through December 2020: |  |  |  | \$ | 2,520.00 |
|  |  |  |  |  |  |  | TOTAL SUM DUE: |  |  |  | \$ | 16,520.00 |







EXHIBIT "B"

## Chase

## Print QuickPay activity table

ment Activity for Received Money, sorted by date received, most recent

| Date received | $\underline{\text { Status }}$ | Sender | Type | Actions | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Nov 11, 2020 | Completed | BART MAHONEY | Real-time | See details | \$500.00 |
| Oct 22, 2020 | Completed | BART MAHONEY | Real-time | See details | \$591.00 |
| Oct 7, 2020 | Completed | BART MAHONEY | Real-time | See details | \$500.00 |
| Sep 21, 2020 | Completed | BART MAHONEY | Real-time | See details | \$591.00 |
| Sep 6, 2020 | Completed | BART MAHONEY | Real-time | See details | \$500.00 |
| Aug 20, 2020 | Completed | BART MAHONEY | Real-time | See details | \$591.00 |
| Aug 6, 2020 | Completed | BART MAHONEY | Real-time | See details | \$500.00 |
| Jul 23, 2020 | Completed | BART MAHONEY | Real-time | See details | \$591.00 |
| Jul 9, 2020 | Completed | BART MAHONEY | Real-time | See details | \$500.00 |

ment Activity for Received Money, sorted by date received, most recent

| Date received | Status | Sender | Type | Actions | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Jun 6, 2020 | Completed | BART MAHONEY | Real-time | See details | \$500.00 |
| May 15, 2020 | Completed | BART MAHONEY | Real-time | See details | \$500.00 |
| May 4, 2020 | Completed | BART MAHONEY | Real-time | See details | \$591.00 |
| Apr 25, 2020 | Completed | BART MAHONEY | Real-time | See details | \$500.00 |
| Apr 16, 2020 | Completed | BART MAHONEY | Real-time | See details | \$591.00 |
| Apr 4, 2020 | Completed | BART MAHONEY | Real-time | See details | \$591.00 |
| Mar 19, 2020 | Completed | BART MAHONEY | Real-time | See details | \$291.00 |
| Mar 8, 2020 | Completed | BART MAHONEY | Real-time | See details | \$800.00 |
| Feb 10, 2020 | Completed | BART MAHONEY | Real-time | See details | \$1,091.00 |
| Jan 28, 2020 | Completed | BART MAHONEY | Real-time | See details | \$1,091.00 |

ment Activity for Received Money, sorted by date received, most recent

| Date received | Status | Sender | Type | Actions | Amount |
| :--- | :--- | :--- | :--- | :--- | :--- |
| Jan 9, 2020 | Completed | BART MAHONEY | Real-time | $\underline{\text { See details }}$ | \$1,091.00 |
| Dec 25, 2019 | Completed | BART MAHONEY | Real-time | $\underline{\text { See details }}$ | \$1,091.00 |
| Dec 12, 2019 | Completed | BART MAHONEY | Real-time | $\underline{\text { See details }}$ |  |
| Nov 21, 2019 | Completed | BART MAHONEY | Real-time | $\underline{\text { See details }}$ | $\$ 1,091.00$ |
| Nov 5, 2019 | Completed | BART MAHONEY | Real-time | $\underline{\text { See details }}$ |  |
| Nov 1, 2019 | Completed | BART MAHONEY | Real-time | $\underline{\text { See details }}$ | $\$ 1,092.00$ |
| Oct 23, 2019 | Completed | BART MAHONEY | Real-time | $\underline{\text { See details }}$ | $\$ 891.00$ |
| Oct 3, 2019 | Completed | BART MAHONEY | Real-time | $\underline{\text { See details }}$ | $\$ 200.00$ |

CSERV

# DISTRICT COURT <br> CLARK COUNTY, NEVADA 

Bartholomew M Mahoney, Plaintiff
vs.
Bonnie M Mahoney, Defendant.

## AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 12/24/2020
rgiuliani@att.net

CASE NO: D-13-477883-D
DEPT. NO. Department S
"Roger Giuliani, Esq." .
Aaron Grigsby
Kimberly Stutzman
Courtney Janson
Firm RJS
aaron@grigsbylawgroup.com
kstutzman@radfordsmith.com
cJanson@radfordsmith.com
firm@radfordsmith.com

NOEJ
RADFORD J. SMITH, CHARTERED
KIMBERLY A. STUTZMAN, ESQ.
Nevada State Bar No. 014085
2470 St. Rose Parkway Suite 206
Henderson, Nevada 89014
Phone: (702) 990-6448; Fax: (702) 990-6456
Email: kstutzman@radfordsmith.com
Attorneys for Defendant
DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

BARTHOLOMEW M. MAHONEY, JR.,
Plaintiff,
vs.
BONNIE M. MAHONEY,
Defendant.

## NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER AND JUDGMENT FROM THE DECEMBER 3, 2020 EVIDENTIARY HEARING

PLEASE TAKE NOTICE that on the $24^{\text {th }}$ day of December 2020, the Honorable Vincent Ochoa entered the Findings of Fact, Conclusions of Law, Order and Judgment From the December $3^{\text {rd }}, 2020$ Evidentiary Hearing, a copy of which is attached hereto.

Date this $28^{\text {th }}$ day of December 2020.
RADFORD J. SMITH, CHARTERED
/s/ Kimberly A. Stutzman
KIMBERLY A. STUTZMAN, ESQ.
Nevada Bar No. 014085
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074

## 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 caused the foregoing document described as "NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER AND JUDGMENT FROM THE DECEMBER 3, 2020 EVIDENTIARY HEARING" to be served on this $28^{\text {th }}$ day of December 2020, to all interested parties as follows:
$\boxtimes \quad$ BY MAIL: Pursuant to NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope addressed as follows;
$\boxtimes$ BY ELECTRONIC SERVICE: I transmitted a copy of the foregoing document this date via the Eighth Judicial District Court's electronic filing system;

Bart Mahoney<br>7960 Rafael Rivera Way, \#300<br>Las Vegas, NV 89113<br>bmmlv27@gmail.com<br>Plaintiff in Proper Person<br>/s/ Kimberly A. Stutzman<br>An Employee of Radford J. Smith, Chartered

FFCL
RADFORD J. SMITH, CHARTERED
KIMBERLY A. STUTZMAN, ESQ.
Nevada Bar No. 014085
2470 St. Rose Parkway, Suite \#206
Henderson, Nevada 89074
Telephone: (702) 990-6448
Facsimile: (702) 990-6456
rsmith@radfordsmith.com
Attorneys for Defendant

## DISTRICT COURT

FAMILY DIVISION CLARK COUNTY, NEVADA

BARTHOLOMEW M. MAHONEY, JR.,
CASE NO.: D-13-477883-D DEPT NO.: S

FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER AND JUDGMENT
DATE: December 3, 2020
TIME: 9:15 a.m.
This matter coming on for an Evidentiary Hearing; Plaintiff, BARTHOLOMEW M. MAHONEY, JR. ("Bart"), not present and not represented; and Defendant, BONNIE M. MAHONEY ("Bonnie"), present and represented by her attorney of record, Kimberly A. Stutzman, Esq. of the law firm of Radford J. Smith, Chartered. The Court having heard the testimony of witnesses sworn in open court, having reviewed the documentary evidence
admitted at the Evidentiary Hearing, and having heard and considered the oral argument of counsel, and good cause appearing therefore, makes the following Findings of Fact, Conclusions of Law, and Orders.

## I.

## FINDINGS OF FACT

1. THE COURT HEREBY FINDS that the Plaintiff, BARTHOLOMEW M. MAHONEY, ("Bart") was not present. The Court further finds that Bart was fully notified about the December 3, 2020 Evidentiary Hearing.
2. THE COURT FURTHER FINDS that the following findings of fact are based upon the testimony and documentary evidence heard and admitted at trial. To the extent any of the findings contain or reference legal conclusions, they should be considered, in part, Conclusions of Law.

## Procedural History

3. THE COURT FURTHER FINDS that the parties, Plaintiff, BARTHOLOMEW MAHONEY ("Bart"), age 54 and, Defendant, BONNIE MAHONEY ("Bonnie"), age 49, were divorced by stipulated Decree of Divorce ("Decree") filed February 3, 2016.
4. THE COURT FURTHER FINDS that the parties have two children, BRIGITTE MAHONEY ("Brigitte"), born October 29, 2001 (age 19), and SOPHIA MAHONEY ("Sophia"), born June 12, 2004 (age 16).
5. THE COURT FURTHER FINDS that Nevada has both personal and subject matter jurisdiction.
6. THE COURT FURTHER FINDS that Bonnie filed her Motion to Reduce Arrearages, Interest, and Penalties to Judgment; to Modify Alimony; to Review Child Support, for Sanctions and Attorney's Fees and Costs on May 9, 2019. She also filed her Schedule of Arrears on May 9, 2019.
7. THE COURT FURTHER FINDS that Bart filed his Opposition on August 21, 2019.
8. THE COURT FURTHER FINDS that the parties attended hearings on August 22, 2019 and November 13, 2019.
9. THE COURT FURTHER FINDS that the Evidentiary Hearing was scheduled for May 7, 2020 and then rescheduled for December 3, 2020.

## Bonnie's Motion

10. THE COURT FURTHER FINDS that this is a post-decree action seeking enforcement of a Stipulated Decree of Divorce.
11. THE COURT FURTHER FINDS that on May 9, 2019, Bonnie filed her Motion for the following relief:
a. For an Order Reducing Bart's total amount of child and spousal support, attorney fees, and health insurance arrearages, including interest and penalties to judgment;
b. For an Order sanctioning Bart pursuant to EDCR 7.60 for his failure to abide by the Court's Orders;
c. For a review and modification of Child Support;
d. For a review, modification, and extension of Alimony; and,
e. For an Order directing Defendant to pay Bonnie's reasonable attorney fees and costs.
12. THE COURT FURTHER FINDS that in her Motion, Bonnie asserted that Bart violated the terms of the Decree by failing to make full payments due to Bonnie or by failing to make payments timely. Bonnie sought a judgment for arrearages, penalties, interest, sanctions and attorney's fees.
13. THE COURT FURTHER FINDS that Bonnie testified at the evidentiary hearing and provided her Updated Schedules of Arrearages as evidence of Bart's arrearages in the payments due under the Decree. She provided a calculation of the interest and penalties due as a result of Bart's missing or untimely payments. See Defendant's Exhibit "C." The Court finds Bonnie's testimony credible. Bart was not present and failed to provide evidence of payment, timely payment, or to rebut Bonnie's assertions contained in her testimony and Updated Schedules of Arrearages.
14. The evidence at the Evidentiary Hearing demonstrated that Bart did not timely pay child support, spousal support, attorney's fees, and bonus payments to Bonnie. Bart's late or non-payments caused him to be subject to the $10 \%$ penalty for non-payment of
support (until NAC 425 was enacted on February 1, 2020), and that those penalties were calculated as part of Bonnie's Updated Schedule of Arrearages. The Court reviewed Bonnie's Updated Schedule of Arrears and agrees with her calculation in Exhibit "C" due from Bart to Bonnie.

## Non-Payment of Child Support and Spousal Support

15. THE COURT FURTHER FINDS that Bart is ordered to pay Bonnie child support in the amount of $\$ 1,091$ per child per month, for a total of $\$ 2,182$ per month. See Decree of Divorce, page 5, line 8. One-half of the total amount of child support is due on the $5^{\text {th }}$ of each month, and the remaining half is due by the $25^{\text {th }}$ of each month. See Decree, page 5, line 10 .
16. THE COURT FURTHER FINDS that Bart is ordered to pay Bonnie spousal support in the amount of \$2,668 per month for four (4) years beginning September 1, 2015. See Decree, page 6, line 26. One-half of the total amount of child support is due on the $5^{\text {th }}$ of each month, and the remaining half is due by the $25^{\text {th }}$ of each month. See Decree, beginning page 6 , line 28 .
17. THE COURT FURTHER FINDS that Bart failed to timely or fully pay his obligations to Bonnie. Rather than pay the total amount due prior to the $5^{\text {th }}$ and $25^{\text {th }}$ of each month, Bart pays Bonnie sporadically each month.
18. THE COURT FURTHER FINDS that Bonnie filed an Updated Schedule of Arrears on November 30, 2020. Bonnie offered her Updated Schedule of Arrears at trial as
her Exhibit "C," which was admitted. See Defendant's Trial Exhibit "C," attached hereto Then, Bonnie corrected the Schedule of Arrears regarding Child Support and Spousal Support on the record at the December 3, 2020 hearing. Thereafter, Bonnie submitted an Amended Exhibit A regarding child support and family support to her Trial Exhibit "C," attached hereto.
19. THE COURT FURTHER FINDS that Bart paid Bonnie support from his JP Morgan Chase, Wells Fargo, and First Republic Bank accounts.
20. THE COURT FURTHER FINDS that Bonnie subpoenaed Bart's JP Morgan Chase, Wells Fargo, and First Republic Bank accounts. Bonnie offered and the court admitted these subpoenas at trial, which were Defendant's Exhibits E, F, and G.
21. THE COURT FURTHER FINDS that pursuant to the Updated Schedule of Arrears and the subpoena responses, Bart owes Bonnie unpaid child support and spousal support in the amount of $\mathbf{\$ 2 8 , 3 8 4 . 0 2}$. Bart also owes Interest in the amount of $\mathbf{\$ 3 , 4 2 5 . 6 7}$. Bart owes Penalties through to February 1, 2020 pursuant to NAC 425 in the amount of $\mathbf{\$ 3 , 3 9 9 . 7 1}$. Thus, the Court FINDS that Bart owes Bonnie a $\mathbf{\$ 3 5 , 2 0 9 . 4 0}$ through December 2020 for the non-payment of child support and spousal support.

## Non-Payment of Attorney's Fees

22. THE COURT FURTHER FINDS that under the terms of the Stipulated Decree, Bart was ordered to reimburse Bonnie attorney fees in the amount of $\$ 10,000$. Bart was to
pay Bonnie $\$ 555$ per month for the attorney fees directly until paid in full. See Decree, page 7, line 10 .
23. THE COURT FURTHER FINDS that Bart failed to make full or timely payments to Bonnie as and for the attorney's fees owed to her pursuant to the Decree.
24. THE COURT FURTHER FINDS that pursuant to the Updated Schedule of Arrears, Exhibit "C," Bart paid Bonnie $\underline{\mathbf{4 4 , 8 9 5 . 0 0}}$ and owes Bonnie $\underline{\mathbf{5 5 , 1 0 5 . 0 0}}$, which accrued interest in the amount of $\underline{\mathbf{1}, \mathbf{5 2 3} .78}$. Thus, Bart owes Bonnie $\underline{\mathbf{6}, \mathbf{6 2 8} .78}$ through December 2020.

## Non-Payment of Bonus Portions

25. THE COURT FURTHER FINDS that under the terms of the Stipulated Decree,

Bart is ordered to pay Bonnie a portion of his bonuses each year. The Decree states in relevant part -

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Dad receives bonuses annually and it is agreed that Dad shall pay Mom twentyfive percent ( $25 \%$ ) of the after-tax amount of the bonus for a period of four years, commencing September 1, 2015. For tracking purposes, Dad shall provide Mom with a copy of his W-2 forms annually. If Dad does not provide his W-2 forms to Mom by April $15^{\text {th }}$ of each year, Dad shall be responsible to pay Mom thirty-five ( $35 \%$ ) of the after-tax amount of any bonus he received for the period in which he failed to provide the W-2.

See Decree of Divorce, page 5, lines 15-21. The court reserved jurisdiction for the purposes of addressing the bonuses. See Decree, page 7, lines 26-28.
26. THE COURT FURTHER FINDS that Bart failed to timely pay Bonnie her share of the bonuses.
27. THE COURT FURTHER FINDS that Bart failed to provide Bonnie with evidence of his bonus(es) each year by April $15^{\text {th }}$. Bart failed to provide Bonnie with his W2 forms or any portion of the after-tax amount for 2015, 2016, 2017, and 2018 despite Bonnie's requests.
28. THE COURT FURTHER FINDS that because Bart failed to comply with the April $15^{\text {th }}$ deadline each year, Bart must pay Bonnie $35 \%$ of the after-tax bonuses plus the legal interest that accrued as a result of his non-payment.
29. THE COURT FURTHER FINDS that Bonnie subpoenaed Bart's employers: Southern Glazier Wine and Spirits, Shamus \& Peabody LLC, Thomas Keller Restaurant Group, Resorts World Las Vegas, Golden Entertainment, and Wynn Las Vegas. Bonnie offered and the court admitted these subpoenas which were Defendant's Exhibits H, I, J, and GG.
30. THE COURT FURTHER FINDS that pursuant to the Updated Schedule of Arrears, Exhibit "C," Bart received the following bonuses, none of which he provided information before April of each of the following year to Bonnie:

| Southern Wine and Spirits | 2015 | $5 / 15 / 2015$ | $\$$ | $28,764.00$ | DEF1511 |
| :--- | ---: | ---: | :--- | ---: | ---: |
| Southern Wine and Spirits | 2015 | $5 / 22 / 2015$ | $\$$ | $58,554.08$ | DEF1047 |
| Bonus Deposited in acct | 2015 | $6 / 4 / 2015$ | $\$$ | $10,000.00$ | DEF1053 |
| Shamus \& Peabody LLC | 2015 | $9 / 1 / 2015$ | $\$$ | $15,000.00$ | DEF1461 |
| Shamus \& Peabody LLC | 2016 | $2 / 15 / 2016$ | $\$$ | $2,105.98$ | DEF1465 |


| Thomas Keller Restaurant <br> Group | 2016 | $7 / 22 / 2016$ | $\$$ | $4,646.45$ | DEF1468 |
| :--- | ---: | ---: | ---: | ---: | ---: |
| Wynn Las Vegas | 2017 | $1 / 8 / 2017$ | $\$$ | $40,000.00$ | DEF2176 |
| Wynn Las Vegas | 2018 | $1 / 19 / 2018$ | $\$$ | $40,000.00$ | DEF2174 |
| Golden Entertainment - <br> signing bonus | 2018 | $6 / 8 / 2018$ | $\$$ | $25,000.00$ | DEF1863 |
| Resorts World | 2019 | $1 / 9 / 2020$ | $\$$ | $80,384.49$ | DEF1756 |
| Resorts World | 2019 | $6 / 6 / 2019$ | $\$$ | $25,000.00$ | DEF1724 |

31. THE COURT FURTHER FINDS that because Bart failed to provide the information, Bonnie is entitled to receive $35 \%$ of the bonuses listed above. The $35 \%$ of each bonus is calculated in Bonnie's Exhibit "C" as follows:

| Southern Wine and Spirits | $\$$ | $10,067.40$ |
| :--- | ---: | ---: |
| Southern Wine and Spirits | $\$$ | $20,493.93$ |
| Bonus Deposited in acct | $\$$ | $3,500.00$ |
| Shamus \& Peabody LLC | $\$$ | $5,250.00$ |
| Shamus \& Peabody LLC | $\$$ | 737.09 |
| Thomas Keller Restaurant Group | $\$$ | $1,626.26$ |
| Wynn Las Vegas | $\$$ | $14,000.00$ |
| Wynn Las Vegas | $\$$ | $14,000.00$ |
| Golden Entertainment - signing bonus | $\$$ | $8,750.00$ |
| Resorts World | $\$$ | $28,134.57$ |
| Resorts World | $\$$ | $8,750.00$ |

See Defendant's Exhibit "C."
32. THE COURT FURTHER FINDS that because Bart failed to pay Bonnie her portion of the bonuses, interest accrued on the amounts listed above. See Defendant's Exhibit "C." The total, including interest owed on the amounts due to Bonnie are calculated in Bonnie's Exhibit "C" as follows:

| Southern Wine and Spirits | $\$$ | $13,062.45$ |
| :--- | ---: | ---: |
| Southern Wine and Spirits | $\$$ | $26,590.87$ |
| Bonus Deposited in acct | $\$$ | $4,541.25$ |
| Shamus \& Peabody LLC | $\$$ | $6,811.88$ |
| Shamus \& Peabody LLC | $\$$ | 915.39 |
| Thomas Keller Restaurant Group | $\$$ | $2,019.61$ |
| Wynn Las Vegas | $\$$ | $16,520.00$ |
| Wynn Las Vegas | $\$$ | $16,520.00$ |
| Golden Entertainment - signing bonus | $\$$ | $9,712.50$ |
| Resorts World | $\$$ | $29,347.87$ |
| Resorts World | $\$$ | $9,127.34$ |

33. THE COURT FURTHER FINDS that the total bonus monies, without interest, owed to Bonnie is $\mathbf{\$ 1 1 5 , \mathbf { 3 0 9 } \mathbf { 2 5 }}$. Because Bart failed to pay, interest accrued, and the total bonus money plus interest owed to Bonnie is $\mathbf{\$ 1 3 5 , 1 6 9 . 1 6}$.

## Modification of Child Support

34. THE COURT FURTHER FINDS that Bonnie moved to modify child support in her motion filed on May 9, 2019. Bart filed his Opposition on August 21, 2019, but he did not oppose the modification of child support. Bart, however, did not file a Motion to Modify Child Support at any time.
35. THE COURT FURTHER FINDS that because Bonnie filed her Motion on May 9, 2019, the modified child support would be retroactively applied to begin on June 1, 2019.
36. THE COURT FURTHER FINDS that Bart filed a Financial Disclosure Form on December 13, 2019, which was offered and admitted as Defendant's Exhibit "B." Bart indicated that his Gross Monthly Income was $\$ 22,916.40$. Bart indicated that he works at

Resorts World Las Vegas and earns $\$ 132.21$ per hour. Bart did not file an updated Financial Disclosure Form since December 13, 2019.
37. THE COURT FURTHER FINDS that on October 1, 2019, Brigitte turned 18 . Brigitte did not graduate until August 2020. Thus, her child support should have continued until graduation, and the current court ordered child support remained $\$ 2,182$ until that time. Bart, however, unilaterally decided to reduce his child support obligation from \$2,182 to $\$ 1,091$ per month without a court order allowing him to do so. Bonnie's Updated Schedule of Arrears outlines Bart's partial payments.
38. THE COURT FURTHER FINDS that Bart's child support for two children is \$2,534.98 per month calculated as follows:

| Month | Amount | Percent | Child Support |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| \$22,916.40 | \$0- \$6,000 | 22\% | \$6,000.00 | \$ | 1,320.00 |
|  | \$6,001-\$10,000 | 11\% | $\begin{array}{r} \$ \\ 4,000.00 \end{array}$ | \$ | 440.00 |
|  | $\begin{array}{r} \$ 10,000-\mathrm{No} \\ \text { Limit } \end{array}$ | 6\% | \$12,916.40 | \$ | 774.98 |
|  |  |  |  | \$ | 2,534.98 |

39. THE COURT FURTHER FINDS that the parties' oldest daughter, Brigitte turned 18 on October 29, 2019, but she did not graduate high school until August 2020.
40. THE COURT FURTHER FINDS that, as a result, the modification for child support for two children as calculated above shall be retroactive to June 1, 2019.
41. THE COURT FURTHER FINDS that beginning September 1, 2020, child support shall be modified to $\mathbf{\$ 1 , 7 9 6 . 6 6}$ for one minor child as a result of Brigitte's graduation from high school and emancipation, calculated as follows:

| Month | Amount | Percent | Child Support |  |  |
| ---: | ---: | ---: | ---: | :---: | ---: |
| $\$ 22,916.40$ | $\$ 0-\$ 6,000$ | $16 \%$ | $\$ 6,000.00$ | $\$$ | 960 |
|  | $\$ 6,001-\$ 10,000$ | $8 \%$ | $\$ 4,000.00$ | $\$$ | 320 |
|  | $\$ 10,001-$ No |  |  |  |  |
|  | Limit | $4 \%$ | $\$ 12,916.40$ | $\$$ | 516.66 |
|  |  |  |  | $\$$ | $\mathbf{1 , 7 9 6 . 6 6}$ |

## Unreimbursed Orthodontic Expenses

42. THE COURT FURTHER FINDS that the parties' Decree states that the parties shall divide unreimbursed medical expenses according to the Court's $30 / 30$ rule, which requires the party who incurs an unreimbursed expense to send a written request for reimbursement of one-half of the expense within thirty days of incurring the expense. See Decree of Divorce, page 2, paragraph 8. Upon receipt, the other parent must then reimburse the incurring parent one-half within thirty days. Then, if the requested reimbursement is not timely submitted, such failure may be considered a Contempt of Court. Id.
43. THE COURT FURTHER FINDS that Bonnie incurred expenses as a result of Brigitte's orthodontic work for her braces. See Defendant's Exhibit "R" and "Z," which were offered and admitted at trial. As a result, Bart owes Bonnie for the unpaid, unreimbursed orthodontics expenses in the amount of \$3,200.
44. THE COURT FURTHER FINDS that Bonnie is entitled to an award of Attorney's Fees and Costs as a result of prosecuting her Motion and preparing for the Evidentiary Hearing.

## II.

## CONCLUSIONS OF LAW

45. THE COURT FURTHER FINDS that when parties to pending litigation enter into a settlement, they enter into a contract. Such a contract is subject to general principles of contract law. Grisham v. Grisham, 289 P.3d 230, 234 (Nev. 2012) (citations omitted).
46. THE COURT FURTHER FINDS that the parties entered into a settlement agreement. Thus, the Decree is subject to general principles of contract law.
47. THE COURT FURTHER FINDS that EDCR 5.508 states in relevant part:

A motion alleging the existence of arrears in payment of periodic child support, spousal support, or other periodic payment shall be accompanied by a separately filed schedule showing the date and amount of each payment due, and the date and amount of any payments received.

Bonnie's Schedule of Arrearages sets forth the interest and penalties that accrued on Bart's support obligations.
48. THE COURT FURTHER FINDS that the court may enter an order reducing any support arrearages to judgment. NRS 125.180 states as follows -

1. When either party to an action for divorce, makes default in paying any sum of money as required by the judgment or order directing the payment thereof, the district court may make an order directing entry of judgment for
the amount of such arrears, together with costs and a reasonable attorney's fee.
2. The application for such order shall be upon such notice to the defaulting party as the court may direct.
3. The judgment may be enforced by execution or in any other manner provided by law for the collection of money judgments.
4. The relief herein provided for is in addition to any other remedy provided by law.
[Emphasis added.]
5. The court may also award interest on the child support arrearages owed. NRS

125B. 140 states in relevant part -

1. Except as otherwise provided in chapter 130 of NRS and NRS 125B.012:
(a) If an order issued by a court provides for payment for the support of a child, that order is a judgment by operation of law on or after the date a payment is due. Such a judgment may not be retroactively modified or adjusted and may be enforced in the same manner as other judgments of this state.
2. Except as otherwise provided in subsection 3 and NRS 125B.012, 125B. 142 and 125B.144:
(c) The court shall determine and include in its order:
(1) Interest upon the arrearages at a rate established pursuant to NRS 99.040, from the time each amount became due; and (2) A reasonable attorney's fee for the proceeding, unless the court finds that the responsible parent would experience an undue hardship if required to pay such amounts. Interest continues to accrue on the amount ordered until it is paid, and additional attorney's fees must be allowed if required for collection.
[Emphasis added.] Further, the Court must accrue a penalty of $10 \%$ per annum on all arrearages past thirty (30) days delinquent pursuant to NRS 125B. 095 until February 1,

2020 when NAC 425 became effective. See Updated Schedule of Arrears.
50. THE COURT FURTHER FINDS that Bart failed to pay Bonnie child support, spousal support, bonuses, orthodontic expenses, and attorney fees due under the Court's Decree. See Updated Schedule of Arrearages.
51. THE COURT FURTHER FINDS that all amounts due accrue legal interest
from the date of the filing of this motion. NRS 17.115 states:
When no rate of interest is provided by contract or otherwise by law, or specified in the judgment, the judgment draws interest from the time of service of the summons and complaint until satisfied, except for any amount representing future damages, which draws interest only from the time of the entry of the judgment until satisfied, at a rate equal to the prime rate at the largest bank in Nevada as ascertained by the commissioner of financial institutions on January 1 or July 1, as the case may be, immediately preceding the date of judgment, plus 2 percent. The rate must be adjusted accordingly on each January 1 and July 1 thereafter until the judgment is satisfied.
52. THE COURT FURTHER FINDS that NRS 99.040 accounts for the interest rate when it is not fixed by express contract for certain types of transactions. That statute reads:

1. When there is no express contract in writing fixing a different rate of interest, interest must be allowed at a rate equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1 or July 1, as the case may be, immediately preceding the date of the transaction, plus 2 percent, upon all money from the time it becomes due, in the following cases:
(a) Upon contracts, express or implied, other than book accounts.
(b) Upon the settlement of book or store accounts from the day on which the balance is ascertained.
(c) Upon money received to the use and benefit of another and detained without his or her consent.
(d) Upon wages or salary, if it is unpaid when due, after demand therefore
has been made.
The rate must be adjusted accordingly on each January 1 and July 1 thereafter until the judgment is satisfied.
2. THE COURT FURTHER FINDS that the parties did not expressly fix an
interest rate. The legal interest rate applies to Bart's nonpayment.
3. THE COURT FURTHER FINDS that EDCR 7.60(b) states in pertinent part:
(b) The court may, after notice and an opportunity to be heard, impose upon an attorney or a party any and all sanctions which may, under the facts of the case, be reasonable, including the imposition of fines, costs or attorney's fees when an attorney or a party without just cause:
(3) So multiplies the proceedings in a case as to increase costs unreasonably and vexatiously.
(5) Fails or refuses to comply with any order of a judge of the court.
4. THE COURT FURTHER FINDS that Bart's failures to pay are willful. Bart is a successful businessman. Upon information and belief Bart continues to receive a significant salary including yearly bonuses. There is no legitimate excuse for Bart's nonpayment. He continues to live the same lifestyle he lived during the parties' marriage. He continues to reside in a nice home, purchase discretionary items, take vacations, etc.
5. THE COURT FURTHER FINDS that as a result of Bart's noncompliance, he unnecessarily multiplied the proceedings in this matter by failing to comply with the Court's orders. Bonnie attempted to minimize the fees related to this matter by giving Bart more than ample opportunity to comply with these orders and by postponing the filing of her Motion in May 2019.
6. THE COURT FURTHER FINDS that Bart failed to appear at the Evidentiary Hearing and failed provide any evidence to support his claims in his opposition.
7. THE COURT FURTHER FINDS that Bonnie seeks a judgment against Bart for the fees and costs she expended in filing her Motion, preparing for the evidentiary hearing, and in attempting to seek Bart's compliance with the parties' Stipulated Decree of Divorce. Bonnie seeks judgment against Bart for the full amount of fees and costs she has incurred. A memorandum of fees and costs incurred by Bonnie will be filed.
8. THE COURT FURTHER FINDS that NRS 125B.145(1) reads:
9. An order for the support of a child must, upon the filing of a request for review by:
(a) The Division of Welfare and Supportive Services of the Department of Health and Human Services, its designated representative or the district attorney, if the Division of Welfare and Supportive Services or the district attorney has jurisdiction in the case; or
(b) A parent or legal guardian of the child,
be reviewed by the court at least every 3 years pursuant to this section to determine whether the order should be modified or adjusted. Each review conducted pursuant to this section must be in response to a separate request.
10. THE COURT FURTHER FINDS that the last order regarding child support was filed on February 3, 2016, more than three years ago. For those reasons, this Court properly reviewed and modified the child support award.
11. THE COURT FURTHER FINDS that Bart's FDF filed December 13, 2019 indicates that he earns $\$ 132.21$ per hour, which is $\$ 274,996.80$ per year or a gross monthly income of \$22,916.40.
12. THE COURT FURTHER FINDS that this amount should be applied retroactively to June 1, 2019 pursuant to NAC 425.160 which states in relevant part:

## NAC 425.160 Termination or modification of order when child reaches certain age.

3. If an order pertains to more than one child and does not allocate a specific amount of the total child support obligation to each child:
(a) If a party wishes to modify the order when a child reaches 18 years of age or, if the child is still in high school, graduates from high school or reaches 19 years of age, whichever comes first, the party must file a motion to modify the order with the court or submit a stipulation between the parties to the court.
(b) If a motion to modify the order is filed with the court, any modification of the child support obligation:
(1) Must be in compliance with the child support guidelines in existence at the time of the modification for the remaining children to whom the order pertains; and
(2) Unless the parties agree otherwise in a stipulation, will be effective as of the date the motion to modify the order was filed with the court.

Furthermore, though Bonnie's motion was filed May 9, 2019, prior to the enactment of
NAC 425, the formula used to calculate the child support must be NAC 425 because it is the guideline in existence as of the date of the Evidentiary Hearing on December 3, 2020.
63. THE COURT FURTHER FINDS that pursuant to NAC 425, his child support should be calculated as follows for two children:
$\$ 6,000 \times 22 \%=\$ 1,320$
$+\$ 4,000 \times 11 \%=\$ 440$
$+\$ 12,916.40 \times 6 \%=\$ 774.98$
$=\underline{\mathbf{\$ 2}, 534.98}$
64. THE COURT FURTHER FINDS that pursuant to NAC 425, his child support should be calculated as follows for one child:

$$
\begin{aligned}
& \$ 6,000 \times 16 \%=\$ 960 \\
& +\$ 4,000 \times 8 \%=\$ 320 \\
& +\$ 12,916.40 \times 4 \%=\$ 517 \\
& =\underline{\$ 1,797}
\end{aligned}
$$

65. THE COURT FURTHER FINDS that Bart multiplied these proceedings and as a result, Bonnie incurred attorney's fees and costs in the prosecution of this action.
66. THE COURT FURTHER FINDS that a request for an order directing another party to pay attorney's fees must be based upon statute, rule or contractual provision. See, e.g, Rowland v. Lepire, 99 Nev. 308, 662 P.2d 1332 (1983).
67. THE COURT FURTHER FINDS that there is a statutory mandate for an award of fees against a party shown to be in arrearages in child support (NRS 125B.140).
68. THE COURT FURTHER FINDS that the Eighth Judicial District Rules are also a basis for an award of fees and a fine (a penalty above the amount of reasonable attorneys and costs) based upon Bart's breach of the parties' Stipulated Decree.
69. THE COURT FURTHER FINDS that as stated above, EDCR 7.60 allows an order for attorney's fees when a party multiplies the proceedings or "Fails or refuses to comply with any order of a judge of the court." EDCR 7.60(b)(5).
70. THE COURT FURTHER FINDS that Bart failed to comply with the Decree requirement that he pay child support, alimony, attorney fees, bonuses, and 30/30 health insurance expenses to Bonnie. Bonnie attempted to resolve these issues with Bart to no avail.
71. THE COURT FURTHER FINDS that NRS 125.150 pertaining to an award for attorney's fees, states in relevant part,
72. Except as otherwise provided in NRS 125.141, whether or not application for suit money has been made under the provisions of NRS 125.040, the court may award a reasonable attorney's $\boldsymbol{f e e}$ to either party to an action for divorce if those fees are in issue under the pleadings.
[Emphasis added]
73. THE COURT FURTHER FINDS that in Miller v. Wilfong, 121 Nev. 619,

621, 119 P.3d 727, 730 (2005), the Court stated:
[I]t is within the trial court's discretion to determine the reasonable amount of attorney fees under a statute or rule, in exercising that discretion, the court must evaluate the factors set forth in Brunzell v. Golden Gate National Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). Under Brunzell, when courts determine the appropriate fee to award in civil cases, they must consider various factors, including the qualities of the advocate, the character and difficulty of the work performed, the work actually performed by the attorney, and the result obtained. We take this opportunity to clarify our jurisprudence in family law cases 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.
73. THE COURT FURTHER FINDS that one of the four factors this Court must review, under the above cited decisions in Wilfong and Brunzell, is the result obtained. NRCP 54 states in relevant part,
(B) Timing and Contents of the Motion. Unless a statute provides otherwise, the motion must be filed no later than 20 days after notice of entry of judgment is served; specify the judgment and the statute, rule, or other grounds entitling the movant to the award; state the amount sought or provide a fair estimate of it; and be supported by counsel's affidavit swearing that the fees were actually and necessarily incurred and were 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.

## III.

## ORDER

NOW, THEREFORE, based on the foregoing findings and the parties' stipulations, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. THE COURT HEREBY ORDERS that Bonnie's Motion shall be GRANTED as addressed and ordered herein.
2. THE COURT FURTHER ORDERS that the unpaid child support and spousal support in the amount of $\mathbf{\$ 3 5 , 2 0 9 . 4 0}$ shall be REDUCED TO JUDGMENT and collectible by all legal means.
3. THE COURT FURTHER ORDERS that the unpaid attorney's fees in the amount of $\mathbf{\$ 6 , 6 2 8 . 0 0}$ shall be REDUCED TO JUDGMENT and collectible by all legal means.
4. THE COURT FURTHER ORDERS that the unpaid bonuses due to Bonnie in the amount of $\mathbf{\$ 1 3 5 , 1 6 9 . 1 6}$ shall be REDUCED TO JUDGMENT and collectible by all legal means.
5. THE COURT FURTHER ORDERS that the unpaid, unreimbursed orthodontic expenses for Brigitte in the amount of $\mathbf{\$ 3 , 2 0 0 . 0 0}$ shall be REDUCED TO JUDGMENT and collectible by all legal means.
6. THE COURT FURTHER ORDERS that a WAGE ASSIGNMENT shall be issued to collect all child support and child support arrearages beginning June 1, 2019.
7. THE COURT FURTHER ORDERS that child support shall be modified and retroactive to June 1, 2019 as indicated below.
8. THE COURT FURTHER ORDERS that child support for two children from June 1, 2019 through to August 1, 2020 shall be modified to $\underline{\mathbf{2 2 , 5 3 4 . 9 8}}$ per month from Bart to Bonnie.
9. THE COURT FURTHER ORDERS that child support for one child from September 1, 2020 through to present shall be modified to $\mathbf{\$ 1 , 7 9 6 . 0 0}$ per month from Bart to Bonnie.
10. THE COURT FURTHER ORDERS that it is inclined to grant most of the attorney's fees and costs for preparation of the December 3, 2020 Evidentiary Hearing. Thus, Bonnie's Motion for Attorney's Fees is GRANTED. She shall submit a Memorandum of Fees and Costs within two weeks from the Notice of Entry of Order with the exact amount of fees incurred along with a Brunzell Affidavit.

Dated this 24th day of December, 2020


78A 68468449045
Vincent Ochoa District Court Judge
/s/ Kimberly A. Stutzman
KIMBERLY A. STUTZMAN, ESQ.
Nevada Bar No. 014085
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
(702) 990-6448

Attorneys for Defendant

# DEFENDANT'S <br> TRIAL EXHIBIT "C" 

WITH AMENDED EXHIBIT "A" - FOR CHILD SUPPOR AND SPOUSAL SUPPORT

SCHD
RADFORD J. SMITH, CHARTERED
KIMBERLY A. STUTZMAN, ESQ.
Nevada State Bar No. 014085
2470 St. Rose Parkway Suite 206
Henderson, Nevada 89014
Telephone: (702) 990-6448
Facsimile: (702) 990-6456
kmedina@radfordsmith.com
Attorneys for Defendant

# DISTRICT COURT <br> CLARK COUNTY, NEVADA 

CASE NO.: D-13-477883-D
DEPT NO.: S

FAMILY DIVISION

BONNIE M. MAHONEY, Defendant.

## UPDATED SCHEDULE OF ARREARAGES

DATE OF HEARING: November 13, 2019
TIME OF HEARING: 9:15 a.m.
STATE OF NEVADA ) ) ss.
COUNTY OF CLARK )

KIMBERLY STUTZMAN, ESQ., declares and says:

1. I am the Attorney for the Defendant in the above-entitled matter.
2. Defendant, BONNIE MAHONEY is owed and entitled to receive certain periodic monthly payments from Plaintiff, BARTHOLOMEW M. MAHONEY, JR. ("Bart") pursuant to the stipulated Decree of Divorce ("Decree") filed on February 3, 2016.
3. BARTHOLOMEW M. MAHONEY, JR. failed to make complete and full payments when due.
4. The Updated Schedule of Arrears for Child Support, Spousal Support, Attorney Fees, and Bonuses is attached hereto as Exhibit "A" is a true and accurate statement of all payment due dates and payments received during the months noted along with the interest and penalties.
5. Bart owes in combined support arrears of $\mathbf{\$ 2 5 , 7 4 1 . 0 0}$. Interest and penalties (through January 31, 2020 pursuant to NAC 425) accrued. Bart owes $\mathbf{\$ 3 , 7 0 3 . 0 6}$ in interest and $\mathbf{\$ 4 , 0 4 2 . 3 2}$ in penalties. Thus, Bart owes unpaid support in the amount of $\mathbf{\$ 3 3 , 4 8 6 . 3 8}$.
6. Bart is also in arrears for attorney fees and costs in the amount of $\mathbf{\$ 5 , 1 0 5 . 0 0}$. Interest also accrued in the amount of $\mathbf{\$ 1 , 5 2 3 . 7 8}$. Bart owes a total for unpaid attorney's fees in the amount of $\mathbf{\$ 6 , 6 2 8 . 7 8}$.
[This space intentionally left blank.]
7. Bart received the following bonuses, none of which he provided information before April of each of the following year to Bonnie:

| Southern Wine and Spirits | 2015 | $5 / 15 / 2015$ | $\$$ | $28,764.00$ | DEF1511 |
| :--- | ---: | ---: | :--- | ---: | ---: |
| Southern Wine and Spirits | 2015 | $5 / 22 / 2015$ | $\$$ | $58,554.08$ | DEF1047 |
| Bonus Deposited in acct | 2015 | $6 / 4 / 2015$ | $\$$ | $10,000.00$ | DEF1053 |
| Shamus \& Peabody LLC | 2015 | $9 / 1 / 2015$ | $\$$ | $15,000.00$ | DEF1461 |
| Shamus \& Peabody LLC | 2016 | $2 / 15 / 2016$ | $\$$ | $2,105.98$ | DEF1465 |
| Thomas Keller Restaurant <br> Group | 2016 | $7 / 22 / 2016$ | $\$$ | $4,646.45$ | DEF1468 |
| Wynn Las Vegas | 2017 | $1 / 8 / 2017$ | $\$$ | $40,000.00$ | DEF2176 |
| Wynn Las Vegas | 2018 | $1 / 19 / 2018$ | $\$$ | $40,000.00$ | DEF2174 |
| *Golden 2018 - Bonus <br> eligibility 30\% base pay |  |  |  |  | DEF1842 |
| Golden Entertainment - <br> signing bonus | 2018 | $6 / 8 / 2018$ | $\$$ | $25,000.00$ | DEF1863 |
| Resorts World | 2019 | $1 / 9 / 2020$ | $\$$ | $80,384.49$ | DEF1756 |
| Resorts World | 2019 | $6 / 6 / 2019$ | $\$$ | $25,000.00$ | DEF1724 |

8. Because Bart failed to provide the information, Bonnie is entitled to receive $35 \%$ of the bonus as follows:

| Southern Wine and Spirits | $\$$ | $10,067.40$ |
| :--- | :---: | ---: |
| Southern Wine and Spirits | $\$$ | $20,493.93$ |
| Bonus Deposited in acct | $\$$ | $3,500.00$ |
| Shamus \& Peabody LLC | $\$$ | $5,250.00$ |
| Shamus \& Peabody LLC | $\$$ | 737.09 |
| Thomas Keller Restaurant Group | $\$$ | $1,626.26$ |
| Wynn Las Vegas | $\$$ | $14,000.00$ |
| Wynn Las Vegas | $\$$ | $14,000.00$ |
| *Golden 2018 - Bonus eligibility 30\% base <br> pay | $\$$ |  |
| Golden Entertainment - signing bonus | $\$$ | $8,750.00$ |
| Resorts World | $\$$ | $28,134.57$ |
| Resorts World | $\$$ | $8,750.00$ |

9. Furthermore, because Bart has not paid, interest accrued. The total amount, including interest on the amounts due to Bonnie are as follows:

| Southern Wine and Spirits | $\$$ | $13,062.45$ |
| :--- | ---: | ---: |
| Southern Wine and Spirits | $\$$ | $26,590.87$ |
| Bonus Deposited in acct | $\$$ | $4,541.25$ |
| Shamus \& Peabody LLC | $\$$ | $6,811.88$ |
| Shamus \& Peabody LLC | $\$$ | 915.39 |
| Thomas Keller Restaurant Group | $\$$ | $2,019.61$ |
| Wynn Las Vegas | $\$$ | $16,520.00$ |
| Wynn Las Vegas | $\$$ | $16,520.00$ |
| *Golden 2018 - Bonus eligibility 30\% base <br> pay |  |  |
| Golden Entertainment - signing bonus | $\$$ | $9,712.50$ |
| Resorts World | $\$$ | $29,347.87$ |
| Resorts World | $\$$ | $9,127.34$ |

10. The total bonus monies owed to Bonnie including interest is $\mathbf{\$ 1 3 5 , 1 6 9 . 1 6}$.
11. Thus, the combined support arrears, attorney fees, and bonus arrears of $\mathbf{\$ 1 7 5 , 2 8 4 . 3 2}$. That amount should be reduced to judgment collectable by any and all legal means.
12. Under penalty of perjury, pursuant to the best information known and available to me, the following schedule accurately sets out the dates and amounts of periodic payments due pursuant to a lawful court order, the dates and amounts of all payments received, and the principal, interest, and penalties due.
13. I declare under penalty of perjury, under the laws of the State of Nevada and the United States (NRS 53.045 and 28 U.S.C. § 1746), that the foregoing is true and correct.

RADFORD J. SMITH, CHARTERED
/s/ Kimberly A. Stutzman
KIMBERLY A. STUTZMAN, ESQ.
Nevada State Bar No. 014085
2470 St. Rose Parkway Suite 206
Henderson, Nevada 89014
Telephone: (702) 990-6448
Facsimile: (702) 990-6456
kstutzman@radfordsmith.com
Attorneys for Defendant

## 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 documents described as UPDATED SCHEDULE OF
ARREARS on this $30^{\text {th }}$ day of November 2020, to all interested parties
BY ELECTRONIC MAIL: Pursuant to Admin Order 20-17:
Bart Mahoney bmmlv27@gmail.com
/s/ Kimberly A. Stutzman
An employee of Radford J. Smith, Chartered

EXHIBIT "A"

| Mahoney adv. Mahoney |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| D-13-477883-D |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Dept. S |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Child Support \& Spousal Support |  |  | Payment |  |  |  |  |  |  |  |  |  |  |  |  |
| Date Due | Amount Due |  |  |  | Monthly Arrearage |  | Annual Legal Interest Rate (percent) | Monthly Interest Rate as Factor | Accrued Arrearage |  | Monthly Interest |  | Monthly Penalty Rate as Factor ( $\mathbf{1 0 \%}$ per annum through January 31, 2020) | Monthly Penalty |  |
| September, 2015 | \$ | 4,850.00 | \$ | 4,850.00 | \$ | - | 5.25 | 0.00438 | \$ | - | \$ | - | 0.008333 | \$ | - |
| October, 2015 | \$ | 4,850.00 | \$ | 6,088.00 | \$ | (1,238.00) | 5.25 | 0.00438 | \$ | (1,238.00) | \$ | (5.42) | 0.008333 | \$ | (10.32) |
| November, 2015 | \$ | 4,850.00 | \$ | 4,754.00 | \$ | 96.00 | 5.25 | 0.00438 | \$ | $(1,142.00)$ | \$ | (5.00) | 0.008333 | \$ | (9.52) |
| December, 2015 | \$ | 4,850.00 | \$ | 4,956.41 | \$ | (106.41) | 5.25 | 0.00438 | \$ | (1,248.41) | \$ | (5.46) | 0.008333 | \$ | (10.40) |
| January, 2016 | \$ | 4,850.00 | \$ | 2,807.59 | \$ | 2,042.41 | 5.50 | 0.00458 | \$ | 794.00 | \$ | 3.64 | 0.008333 | \$ | 6.62 |
| February, 2016 (DO | \$ | 4,850.00 | \$ | 4,790.00 | \$ | 60.00 | 5.50 | 0.00458 | \$ | 854.00 | \$ | 3.91 | 0.008333 | \$ | 7.12 |
| March, 2016 | \$ | 4,850.00 | \$ | 500.00 | \$ | 4,350.00 | 5.50 | 0.00458 | \$ | 5,204.00 | \$ | 23.85 | 0.008333 | \$ | 43.36 |
| April, 2016 | \$ | 4,850.00 | \$ | 4,350.00 | \$ | 500.00 | 5.50 | 0.00458 | \$ | 5,704.00 | \$ | 26.14 | 0.008333 | \$ | 47.53 |
| May, 2016 | \$ | 4,850.00 | \$ | 3,600.00 | \$ | 1,250.00 | 5.50 | 0.00458 | \$ | 6,954.00 | \$ | 31.87 | 0.008333 | \$ | 57.95 |
| June, 2016 | \$ | 4,850.00 | \$ | 3,700.00 | \$ | 1,150.00 | 5.50 | 0.00458 | \$ | 8,104.00 | \$ | 37.14 | 0.008333 | \$ | 67.53 |
| July, 2016 | \$ | 4,850.00 | \$ | 4,300.00 | \$ | 550.00 | 5.50 | 0.00458 | \$ | 8,654.00 | \$ | 39.66 | 0.008333 | \$ | 72.11 |
| August, 2016 | \$ | 4,850.00 | \$ | 3,220.00 | \$ | 1,630.00 | 5.50 | 0.00458 | \$ | 10,284.00 | \$ | 47.14 | 0.008333 | \$ | 85.70 |
| September, 2016 | \$ | 4,850.00 | \$ | 5,320.00 | \$ | (470.00) | 5.50 | 0.00458 | \$ | 9,814.00 | \$ | 44.98 | 0.008333 | \$ | 81.78 |
| October, 2016 | \$ | 4,850.00 | \$ | 4,850.00 | \$ | - | 5.50 | 0.00458 | \$ | 9,814.00 | \$ | 44.98 | 0.008333 | \$ | 81.78 |
| November, 2016 | \$ | 4,850.00 | \$ | 4,450.00 | \$ | 400.00 | 5.50 | 0.00458 | \$ | 10,214.00 | \$ | 46.81 | 0.008333 | \$ | 85.11 |
| December, 2016 | \$ | 4,850.00 | \$ | 6,450.00 | \$ | (1,600.00) | 5.50 | 0.00458 | \$ | 8,614.00 | \$ | 39.48 | 0.008333 | \$ | 71.78 |
| January, 2017 | \$ | 4,850.00 | \$ | 4,930.00 | \$ | (80.00) | 5.75 | 0.00479 | \$ | 8,534.00 | \$ | 40.89 | 0.008333 | \$ | 71.11 |
| February, 2017 | \$ | 4,850.00 | \$ | 6,000.00 | \$ | $(1,150.00)$ | 5.75 | 0.00479 | \$ | 7,384.00 | \$ | 35.38 | 0.008333 | \$ | 61.53 |
| March, 2017 | \$ | 4,850.00 | \$ | 5,260.00 | \$ | (410.00) | 5.75 | 0.00479 | \$ | 6,974.00 | \$ | 33.42 | 0.008333 | \$ | 58.11 |
| April, 2017 | \$ | 4,850.00 | \$ | 5,100.00 | \$ | (250.00) | 5.75 | 0.00479 | \$ | 6,724.00 | \$ | 32.22 | 0.008333 | \$ | 56.03 |
| May, 2017 | \$ | 4,850.00 | \$ | 5,420.00 | \$ | (570.00) | 5.75 | 0.00479 | \$ | 6,154.00 | \$ | 29.49 | 0.008333 | \$ | 51.28 |
| June, 2017 | \$ | 4,850.00 | \$ | 4,960.00 | \$ | (110.00) | 5.75 | 0.00479 | \$ | 6,044.00 | \$ | 28.96 | 0.008333 | \$ | 50.36 |
| July, 2017 | \$ | 4,850.00 | \$ | 5,000.00 | \$ | (150.00) | 6.25 | 0.00521 | \$ | 5,894.00 | \$ | 30.70 | 0.008333 | \$ | 49.11 |
| August, 2017 | \$ | 4,850.00 | \$ | 4,500.00 | \$ | 350.00 | 6.25 | 0.00521 | \$ | 6,244.00 | \$ | 32.52 | 0.008333 | \$ | 52.03 |
| September, 2017 | \$ | 4,850.00 | \$ | 4,500.00 | \$ | 350.00 | 6.25 | 0.00521 | \$ | 6,594.00 | \$ | 34.34 | 0.008333 | \$ | 54.95 |
| October, 2017 | \$ | 4,850.00 | \$ | 4,500.00 | \$ | 350.00 | 6.25 | 0.00521 | \$ | 6,944.00 | \$ | 36.17 | 0.008333 | \$ | 57.86 |
| November, 2017 | \$ | 4,850.00 | \$ | 4,000.00 | \$ | 850.00 | 6.25 | 0.00521 | \$ | 7,794.00 | \$ | 40.59 | 0.008333 | \$ | 64.95 |
| December, 2017 | \$ | 4,850.00 | \$ | 5,100.00 | \$ | (250.00) | 6.25 | 0.00521 | \$ | 7,544.00 | \$ | 39.29 | 0.008333 | \$ | 62.86 |
| January, 2018 | \$ | 4,850.00 | \$ | 4,900.00 | \$ | (50.00) | 6.50 | 0.00542 | \$ | 7,494.00 | \$ | 40.59 | 0.008333 | \$ | 62.45 |
| February, 2018 | \$ | 4,850.00 | \$ | 4,800.00 | \$ | 50.00 | 6.50 | 0.00542 | \$ | 7,544.00 | \$ | 40.86 | 0.008333 | \$ | 62.86 |
| March, 2018 | \$ | 4,850.00 | \$ | 4,000.00 | \$ | 850.00 | 6.50 | 0.00542 | \$ | 8,394.00 | \$ | 45.47 | 0.008333 | \$ | 69.95 |
| April, 2018 | \$ | 4,850.00 | \$ | 4,400.00 | \$ | 450.00 | 6.50 | 0.00542 | \$ | 8,844.00 | \$ | 47.91 | 0.008333 | \$ | 73.70 |
| May, 2018 | \$ | 4,850.00 | \$ | 4,000.00 | \$ | 850.00 | 6.50 | 0.00542 | \$ | 9,694.00 | \$ | 52.51 | 0.008333 | \$ | 80.78 |
| June, 2018 | \$ | 4,850.00 | \$ | 5,350.00 | \$ | (500.00) | 6.50 | 0.00542 | \$ | 9,194.00 | \$ | 49.80 | 0.008333 | \$ | 76.61 |
| July, 2018 | \$ | 4,850.00 | \$ | 5,500.00 | \$ | (650.00) | 7.00 | 0.00583 | \$ | 8,544.00 | \$ | 49.84 | 0.008333 | \$ | 71.20 |
| August, 2018 | \$ | 4,850.00 | \$ | 8,000.00 | \$ | $(3,150.00)$ | 7.00 | 0.00583 | \$ | 5,394.00 | \$ | 31.47 | 0.008333 | \$ | 44.95 |
| September, 2018 | \$ | 4,850.00 | \$ | 4,000.00 | \$ | 850.00 | 7.00 | 0.00583 | \$ | 6,244.00 | \$ | 36.42 | 0.008333 | \$ | 52.03 |


| October, 2018 | \$ | 4,850.00 | \$ | 7,750.00 | \$ | (2,900.00) | 7.00 | 0.00583 | \$ | 3,344.00 | \$ | 19.51 | 0.008333 | \$ | 27.87 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| November, 2018 | \$ | 4,850.00 | \$ | 2,000.00 | \$ | 2,850.00 | 7.00 | 0.00583 | \$ | 6,194.00 | \$ | 36.13 | 0.008333 | \$ | 51.61 |
| December, 2018 | \$ | 4,850.00 | \$ | 4,850.00 | \$ | - | 7.00 | 0.00583 | \$ | 6,194.00 | \$ | 36.13 | 0.008333 | \$ | 51.61 |
| January, 2019 | \$ | 4,850.00 | \$ | 4,000.00 | \$ | 850.00 | 7.50 | 0.00625 | \$ | 7,044.00 | \$ | 44.03 | 0.008333 | \$ | 58.70 |
| February, 2019 | \$ | 4,850.00 | \$ | 4,000.00 | \$ | 850.00 | 7.50 | 0.00625 | \$ | 7,894.00 | \$ | 49.34 | 0.008333 | \$ | 65.78 |
| March, 2019 | \$ | 4,850.00 | \$ | 3,500.00 | \$ | 1,350.00 | 7.50 | 0.00625 | \$ | 9,244.00 | \$ | 57.78 | 0.008333 | \$ | 77.03 |
| April, 2019 | \$ | 4,850.00 | \$ | 3,600.00 | \$ | 1,250.00 | 7.50 | 0.00625 | \$ | 10,494.00 | \$ | 65.59 | 0.008333 | \$ | 87.45 |
| May, 2019 | \$ | 4,850.00 | \$ | 4,000.00 | \$ | 850.00 | 7.50 | 0.00625 | \$ | 11,344.00 | \$ | 70.90 | 0.008333 | \$ | 94.53 |
| June, 2019 | \$ | 5,205.98 | \$ | 4,400.00 | \$ | 805.98 | 7.50 | 0.00625 | \$ | 12,149.98 | \$ | 75.94 | 0.008333 | \$ | 101.25 |
| July, 2019 | \$ | 5,205.98 | \$ | 4,980.00 | \$ | 225.98 | 7.50 | 0.00625 | \$ | 12,375.96 | \$ | 77.35 | 0.008333 | \$ | 103.13 |
| August, 2019 | \$ | 5,205.98 | \$ | 4,000.00 | \$ | 1,205.98 | 7.50 | 0.00625 | \$ | 13,581.94 | \$ | 84.89 | 0.008333 | \$ | 113.18 |
| September, 2019 (A | \$ | 2,534.98 | \$ | 3,100.00 | \$ | (565.02) | 7.50 | 0.00625 | \$ | 13,016.92 | \$ | 81.36 | 0.008333 | \$ | 108.47 |
| October, 2019 | \$ | 2,534.98 | \$ | 2,100.00 | \$ | 434.98 | 7.50 | 0.00625 | \$ | 13,451.90 | \$ | 84.07 | 0.008333 | \$ | 112.09 |
| November, 2019 | \$ | 2,534.98 | \$ | 2,183.00 | \$ | 351.98 | 7.50 | 0.00625 | \$ | 13,803.88 | \$ | 86.27 | 0.008333 | \$ | 115.03 |
| December, 2019 | \$ | 2,534.98 | \$ | 2,182.00 | \$ | 352.98 | 7.50 | 0.00625 | \$ | 14,156.86 | \$ | 88.48 | 0.008333 | \$ | 117.97 |
| January, 2020 | \$ | 2,534.98 | \$ | 2,182.00 | \$ | 352.98 | 6.75 | 0.00563 | \$ | 14,509.84 | \$ | 81.62 | 0.008333 | \$ | 120.91 |
| February, 2020 | \$ | 2,534.98 | \$ | 1,091.00 | \$ | 1,443.98 | 6.75 | 0.00563 | \$ | 15,953.82 | \$ | 89.74 | 0.000000 | \$ | - |
| March, 2020 | \$ | 2,534.98 | \$ | 1,091.00 | \$ | 1,443.98 | 6.75 | 0.00563 | \$ | 17,397.80 | \$ | 97.86 | 0.000000 | \$ | - |
| April, 2020 | \$ | 2,534.98 | \$ | 1,091.00 | \$ | 1,443.98 | 6.75 | 0.00563 | \$ | 18,841.78 | \$ | 105.99 | 0.000000 | \$ | - |
| May-20 | \$ | 2,534.98 | \$ | 1,682.00 | \$ | 852.98 | 6.75 | 0.00563 | \$ | 19,694.76 | \$ | 110.78 | 0.000000 | \$ | - |
| Jun-20 | \$ | 2,534.98 | \$ | 1,091.00 | \$ | 1,443.98 | 6.75 | 0.00563 | \$ | 21,138.74 | \$ | 118.91 | 0.000000 | \$ | - |
| Jul-20 | \$ | 2,534.98 | \$ | 500.00 | \$ | 2,034.98 | 5.25 | 0.00438 | \$ | 23,173.72 | \$ | 101.39 | 0.000000 | \$ | - |
| Aug-20 | \$ | 1,796.66 | \$ | 1,091.00 | \$ | 705.66 | 5.25 | 0.00438 | \$ | 23,879.38 | \$ | 104.47 | 0.000000 | \$ | - |
| Sep-20 | \$ | 1,796.66 | \$ | 1,091.00 | \$ | 705.66 | 5.25 | 0.00438 | \$ | 24,585.04 | \$ | 107.56 | 0.000000 | \$ | - |
| Oct-20 | \$ | 1,796.66 | \$ | 1,091.00 | \$ | 705.66 | 5.25 | 0.00438 | \$ | 25,290.70 | \$ | 110.65 | 0.000000 | \$ | - |
| Nov-20 | \$ | 1,796.66 | \$ | 500.00 | \$ | 1,296.66 | 5.25 | 0.00438 | \$ | 26,587.36 | \$ | 116.32 | 0.000000 | \$ | - |
| Dec-20 | \$ | 1,796.66 | \$ | - | \$ | 1,796.66 | 5.25 | 0.00438 | \$ | 28,384.02 | \$ | 124.18 | 0.000000 | \$ | - |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| TOTALS | \$ | 270,736.02 | \$ | 242,352.00 | \$ | 28,384.02 |  |  | \$ | 28,384.02 | \$ | 3,425.67 |  | \$ | 3,399.71 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Bonus: | \$ | 135,169.16 |  |  |  |  | Total Accrued Arrearage through December 2020: |  |  |  | \$ |  |  |  | 28,384.02 |
| Attorney Fees | \$ | 6,628.78 |  |  |  |  | Total Accrued Interest through December 2020: |  |  |  | \$ |  |  |  | 3,425.67 |
| Support | \$ | 35,209.40 |  |  |  |  | Total Accrued Penalties Through December 2020: |  |  |  | \$ |  |  |  | 3,399.71 |
| TOTAL | \$ | 177,007.34 |  |  |  |  | TOTAL SUM DUE: |  |  |  | $\$$ |  |  |  | 35,209.40 |


|  | Mahoney adv. Mahoney |  |  | $\underline{\square}$ |  |  |  | $\square$ | $\square$ |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | D-13-477883-D |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Dept. B |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  | Accrued Arrearage |  |  |  |
|  | Attorney Fees | \$10,000 owed, due $\$ 555$ per month until paid in full. Approx. 19 payments. |  |  |  |  |  |  |  |  |  |  |  |
|  | Date Due | Amount Due |  | Payment |  | Monthly Arrearage |  | Annual Legal Interest Rate (percent) | Monthly Interest Rate as Factor |  |  |  | terest |
| 1 | 1 September, 2015 | \$ | 555.00 | \$ | - |  | - 555.00 | 5.25 | 0.00438 | \$ | 555.00 | \$ | 2.43 |
| 2 | 2 October, 2015 | \$ | 555.00 | \$ | - |  | \$ 555.00 | 5.25 | 0.00438 | \$ | 1,110.00 | \$ | 4.86 |
| 3 | 3 November, 2015 | \$ | 555.00 | \$ | 555.00 | \$ | - | 5.25 | 0.00438 | \$ | 1,110.00 | \$ | 4.86 |
| 4 | 4 December, 2015 | \$ | 555.00 | \$ | 555.00 | \$ | - | 5.25 | 0.00438 | \$ | 1,110.00 | \$ | 4.86 |
| 5 | 5 January, 2016 | \$ | 555.00 | \$ | 555.00 | \$ | - - | 5.50 | 0.00458 | \$ | 1,110.00 | \$ | 5.09 |
| 6 | 6 February, 2016 | \$ | 555.00 | \$ | - |  | \$ 555.00 | 5.50 | 0.00458 | \$ | 1,665.00 | \$ | 7.63 |
| 7 | 7 March, 2016 | \$ | 555.00 | \$ | 1,030.00 |  | (475.00) | 5.50 | 0.00458 | \$ | 1,190.00 | \$ | 5.45 |
| 8 | 8 April, 2016 | \$ | 555.00 | \$ | 550.00 |  | - 5.00 | 5.50 | 0.00458 | \$ | 1,195.00 | \$ | 5.48 |
| 9 | 9 May, 2016 | \$ | 555.00 | \$ | - |  | - 555.00 | 5.50 | 0.00458 | S | 1,750.00 | \$ | 8.02 |
| 10 | June, 2016 | \$ | 555.00 | \$ | - |  | - 555.00 | 5.50 | 0.00458 | \$ | 2,305.00 | \$ | 10.56 |
| 11 | 1 July, 2016 | \$ | 555.00 | \$ | - |  | - 555.00 | 5.50 | 0.00458 | \$ | 2,860.00 | \$ | 13.11 |
| 12 | 2 August, 2016 | \$ | 555.00 | \$ | - |  | \$ 555.00 | 5.50 | 0.00458 | \$ | 3,415.00 | \$ | 15.65 |
| 13 | 3 September, 2016 | \$ | 555.00 | \$ | - |  | \$ 555.00 | 5.50 | 0.00458 | \$ | 3,970.00 | \$ | 18.20 |
| 14 | 4 October, 2016 | \$ | 555.00 | \$ | - |  | - 555.00 | 5.50 | 0.00458 | \$ | 4,525.00 | \$ | 20.74 |
| 15 | 5 November, 2016 | \$ | 555.00 | \$ | - |  | - 555.00 | 5.50 | 0.00458 | \$ | 5,080.00 | \$ | 23.28 |
| 16 | December, 2016 | \$ | 555.00 | \$ | - |  | \$ 555.00 | 5.50 | 0.00458 | \$ | 5,635.00 | \$ | 25.83 |
| 17 | 7 January, 2017 | \$ | 555.00 | \$ | - |  | \$ 555.00 | 5.75 | 0.00479 | S | 6,190.00 | \$ | 29.66 |
| 18 | February, 2017 | \$ | 565.00 | \$ | - |  | \$ 565.00 | 5.75 | 0.00479 | \$ | 6,755.00 | \$ | 32.37 |
| 19 | March, 2017 | \$ | 6,755.00 | \$ | - |  | 6,755.00 | 5.75 | 0.00479 | \$ | 6,755.00 | \$ | 32.37 |
| 20 | April, 2017 | \$ | 6,755.00 | \$ | - |  | 6,755.00 | 5.75 | 0.00479 |  | 6,755.00 | \$ | 32.37 |
| 21 | 1 May, 2017 | \$ | 6,755.00 | \$ | - |  | 6,755.00 | 5.75 | 0.00479 | \$ | 6,755.00 | \$ | 32.37 |
| 22 | June, 2017 | \$ | 6,755.00 | \$ | - |  | 6,755.00 | 5.75 | 0.00479 | \$ | 6,755.00 | \$ | 32.37 |
| 23 | 3 July, 2017 | \$ | 6,755.00 | \$ | - |  | 6,755.00 | 6.25 | 0.00521 | \$ | 6,755.00 | \$ | 35.18 |
| 24 | 4 August, 2017 | \$ | 6,755.00 | \$ | 1,100.00 |  | 6,755.00 | 6.25 | 0.00521 | \$ | 5,655.00 | \$ | 29.45 |


| 25 | September, 2017 | \$ | 5,655.00 | \$ | - | \$ | 5,655.00 | 6.25 | 0.00521 | \$ | 5,655.00 | \$ | 29.45 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 26 | October, 2017 | \$ | 5,655.00 | \$ | - | \$ | 5,655.00 | 6.25 | 0.00521 | \$ | 5,655.00 | \$ | 29.45 |
| 27 | November, 2017 | \$ | 5,655.00 | \$ | 550.00 | \$ | 5,655.00 | 6.25 | 0.00521 | \$ | 5,105.00 | \$ | 26.59 |
| 28 | December, 2017 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.25 | 0.00521 | \$ | 5,105.00 | \$ | 26.59 |
| 29 | January, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.50 | 0.00542 | \$ | 5,105.00 | \$ | 27.65 |
| 30 | February, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.50 | 0.00542 | \$ | 5,105.00 | \$ | 27.65 |
| 31 | March, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.50 | 0.00542 | \$ | 5,105.00 | \$ | 27.65 |
| 32 | April, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.50 | 0.00542 | \$ | 5,105.00 | \$ | 27.65 |
| 33 | May, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.50 | 0.00542 | \$ | 5,105.00 | \$ | 27.65 |
| 34 | June, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.50 | 0.00542 | \$ | 5,105.00 | \$ | 27.65 |
| 35 | July, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.00 | 0.00583 | \$ | 5,105.00 | \$ | 29.78 |
| 36 | August, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.00 | 0.00583 | \$ | 5,105.00 | \$ | 29.78 |
| 37 | September, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.00 | 0.00583 | \$ | 5,105.00 | \$ | 29.78 |
| 38 | October, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.00 | 0.00583 | \$ | 5,105.00 | \$ | 29.78 |
| 39 | November, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.00 | 0.00583 | \$ | 5,105.00 | \$ | 29.78 |
| 40 | December, 2018 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.00 | 0.00583 | \$ | 5,105.00 | \$ | 29.78 |
| 41 | January, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 42 | February, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 43 | March, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 44 | April, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 45 | May, 3029 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 46 | June, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 47 | July, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 48 | Augut, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 49 | September, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 50 | December, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 51 | November, 2019 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 7.50 | 0.00625 | \$ | 5,105.00 | \$ | 31.91 |
| 52 | January, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.75 | 0.00563 | \$ | 5,105.00 | \$ | 28.72 |
| 53 | February, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.75 | 0.00563 | \$ | 5,105.00 | \$ | 28.72 |
| 54 | March, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.75 | 0.00563 | \$ | 5,105.00 | \$ | 28.72 |
| 55 | April, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.75 | 0.00563 | \$ | 5,105.00 | \$ | 28.72 |
| 56 | May, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.75 | 0.00563 | \$ | 5,105.00 | \$ | 28.72 |
| 57 | June, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 6.75 | 0.00563 | \$ | 5,105.00 | \$ | 28.72 |
| 55 | July, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 5.25 | 0.00438 | \$ | 5,105.00 | \$ | 22.33 |


| 56 | August, 2020 | \$ | 5,105.00 | S | - | \$ | 5,105.00 | 5.25 | 0.00438 | \$ | 5,105.00 | \$ | 22.33 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 57 | September, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 5.25 | 0.00438 | \$ | 5,105.00 | \$ | 22.33 |
| 58 | October, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 5.25 | 0.00438 | \$ | 5,105.00 | \$ | 22.33 |
| 59 | November, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 5.25 | 0.00438 | \$ | 5,105.00 | \$ | 22.33 |
| 60 | December, 2020 | \$ | 5,105.00 | \$ | - | \$ | 5,105.00 | 5.25 | 0.00438 | \$ | 5,105.00 |  |  |
|  | TOTALS | \$ | 10,000.00 | \$ | 4,895.00 | \$ | 5,105.00 |  |  | \$ | 5,105.00 | \$ | 1,523.78 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  | Total Accrued Arrearage through December 2020: |  |  |  |  |  | \$ | 5,105.00 |
|  |  |  |  |  |  | Total Accrued Interest through December 2020: |  |  |  |  |  | \$ | 1,523.78 |
|  |  |  |  |  |  | TOTAL SUM DUE: |  |  |  |  |  | \$ | 6,628.78 |



| Mahoney adv. Mahoney |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| D-13-477883-D |  |  |  |  |  |  |  |  |  |  |  |  |
| Dept. S |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Southern Wine and Spirits |  |  |  |  |  |  |  |  |  |  |  |
| Attorney Fees |  |  |  | 2015 |  | 5/15/2015 | \$ 28,764.00 | DEF1511 | \$ | 10,067.40 |  | il 2016 |
| Date Due | Amount Due |  | Payment |  | Monthly <br> Arrearage |  | Annual Legal Interest Rate (percent) | Monthly <br> Interest Rate as Factor | Accrued <br> Arrearage |  | Monthly <br> Interest |  |
| April, 2016 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.50 | 0.00458 | \$ | 10,067.40 | \$ | 46.14 |
| May, 2016 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.50 | 0.00458 | \$ | 10,067.40 | \$ | 46.14 |
| June, 2016 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.50 | 0.00458 | \$ | 10,067.40 | \$ | 46.14 |
| July, 2016 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.50 | 0.00458 | \$ | 10,067.40 | \$ | 46.14 |
| August, 2016 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.50 | 0.00458 | \$ | 10,067.40 | \$ | 46.14 |
| September, 2016 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.50 | 0.00458 | \$ | 10,067.40 | \$ | 46.14 |
| October, 2016 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.50 | 0.00458 | \$ | 10,067.40 | \$ | 46.14 |
| November, 2016 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.50 | 0.00458 | \$ | 10,067.40 | \$ | 46.14 |
| December, 2016 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.50 | 0.00458 | \$ | 10,067.40 | \$ | 46.14 |
| January, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.75 | 0.00479 | \$ | 10,067.40 | \$ | 48.24 |
| February, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.75 | 0.00479 | \$ | 10,067.40 | \$ | 48.24 |
| March, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.75 | 0.00479 | \$ | 10,067.40 | \$ | 48.24 |
| April, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.75 | 0.00479 | \$ | 10,067.40 | \$ | 48.24 |
| May, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.75 | 0.00479 | \$ | 10,067.40 | \$ | 48.24 |
| June, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.75 | 0.00479 | \$ | 10,067.40 | \$ | 48.24 |
| July, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.25 | 0.00521 | \$ | 10,067.40 | \$ | 52.43 |
| August, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.25 | 0.00521 | \$ | 10,067.40 | \$ | 52.43 |
| September, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.25 | 0.00521 | \$ | 10,067.40 | \$ | 52.43 |
| October, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.25 | 0.00521 | \$ | 10,067.40 | \$ | 52.43 |
| November, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.25 | 0.00521 | \$ | 10,067.40 | \$ | 52.43 |
| December, 2017 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.25 | 0.00521 | \$ | 10,067.40 | \$ | 52.43 |
| January, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.50 | 0.00542 | \$ | 10,067.40 | \$ | 54.53 |
| February, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.50 | 0.00542 | \$ | 10,067.40 | \$ | 54.53 |
| March, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.50 | 0.00542 | \$ | 10,067.40 | \$ | 54.53 |
| April, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.50 | 0.00542 | \$ | 10,067.40 | \$ | 54.53 |
| May, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.50 | 0.00542 | \$ | 10,067.40 | \$ | 54.53 |
| June, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.50 | 0.00542 | \$ | 10,067.40 | \$ | 54.53 |


| July, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.00 | 0.00583 | \$ | 10,067.40 | \$ | 58.73 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| August, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.00 | 0.00583 | \$ | 10,067.40 | \$ | 58.73 |
| September, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.00 | 0.00583 | \$ | 10,067.40 | \$ | 58.73 |
| October, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.00 | 0.00583 | \$ | 10,067.40 | \$ | 58.73 |
| November, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.00 | 0.00583 | \$ | 10,067.40 | \$ | 58.73 |
| December, 2018 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.00 | 0.00583 | \$ | 10,067.40 | \$ | 58.73 |
| January, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| February, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| March, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| April, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| May, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| June, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| July, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| Augut, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| September, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| December, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| November, 2019 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 7.50 | 0.00625 | \$ | 10,067.40 | \$ | 62.92 |
| January, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.75 | 0.00563 | \$ | 10,067.40 | \$ | 56.63 |
| February, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.75 | 0.00563 | \$ | 10,067.40 | \$ | 56.63 |
| March, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.75 | 0.00563 | \$ | 10,067.40 | \$ | 56.63 |
| April, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.75 | 0.00563 | \$ | 10,067.40 | \$ | 56.63 |
| May, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.75 | 0.00563 | \$ | 10,067.40 | \$ | 56.63 |
| June, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 6.75 | 0.00563 | \$ | 10,067.40 | \$ | 56.63 |
| July, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.25 | 0.00438 | \$ | 10,067.40 | \$ | 44.04 |
| August, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.25 | 0.00438 | \$ | 10,067.40 | \$ | 44.04 |
| September, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.25 | 0.00438 | \$ | 10,067.40 | \$ | 44.04 |
| October, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.25 | 0.00438 | \$ | 10,067.40 | \$ | 44.04 |
| November, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.25 | 0.00438 | \$ | 10,067.40 | \$ | 44.04 |
| December, 2020 | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 | 5.25 | 0.00438 | \$ | 10,067.40 | \$ | 44.04 |
| TOTALS | \$ | 10,067.40 | \$ | - | \$ | 10,067.40 |  |  | \$ | 10,067.40 | \$ | 2,995.05 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Total Accrued Arrearage through December 2020: |  |  |  | \$ | 10,067.40 |
|  |  |  |  |  |  |  | Total Accrued Interest through December 2020: |  |  |  | \$ | 2,995.05 |
|  |  |  |  |  |  |  | TOTAL SUM DUE: |  |  |  | \$ | 13,062.45 |


| Mahoney adv. Mahoney |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| D-13-477883-D |  |  |  |  |  |  |  |  |  |  |
| Dept. S |  |  |  |  |  |  |  |  |  |  |
|  | Southern Wine and Spirits |  |  |  |  |  |  |  |  |  |
| Attorney Fees |  |  | 2015 | 5/22/2015 | \$ 58,554.08 | DEF1047 |  | \$ 20,493.93 |  | pril 2016 |
| Date Due | Amount Due | Payment |  | Monthly <br> Arrearage | Annual Legal Interest Rate (percent) | Monthly Interest Rate as Factor | Accrued Arrearage |  | Monthly Interest |  |
| April, 2016 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.50 | 0.00458 |  | \$ 20,493.93 | \$ | 93.93 |
| May, 2016 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.50 | 0.00458 |  | \$ 20,493.93 | \$ | 93.93 |
| June, 2016 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.50 | 0.00458 |  | 20,493.93 | \$ | 93.93 |
| July, 2016 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.50 | 0.00458 |  | \$ 20,493.93 | \$ | 93.93 |
| August, 2016 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.50 | 0.00458 |  | \$ 20,493.93 | \$ | 93.93 |
| September, 2016 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.50 | 0.00458 |  | \$ 20,493.93 | \$ | 93.93 |
| October, 2016 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.50 | 0.00458 |  | \$ 20,493.93 | \$ | 93.93 |
| November, 2016 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.50 | 0.00458 |  | \$ 20,493.93 | \$ | 93.93 |
| December, 2016 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.50 | 0.00458 |  | \$ 20,493.93 | \$ | 93.93 |
| January, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.75 | 0.00479 |  | \$ 20,493.93 | \$ | 98.20 |
| February, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.75 | 0.00479 |  | \$ 20,493.93 | \$ | 98.20 |
| March, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.75 | 0.00479 |  | \$ 20,493.93 | \$ | 98.20 |
| April, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.75 | 0.00479 |  | \$ 20,493.93 | \$ | 98.20 |
| May, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.75 | 0.00479 |  | \$ 20,493.93 | \$ | 98.20 |
| June, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 5.75 | 0.00479 |  | 20,493.93 | \$ | 98.20 |
| July, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 6.25 | 0.00521 |  | 20,493.93 | \$ | 106.74 |
| August, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 6.25 | 0.00521 |  | 20,493.93 | \$ | 106.74 |
| September, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 6.25 | 0.00521 |  | \$ 20,493.93 | \$ | 106.74 |
| October, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 6.25 | 0.00521 |  | \$ 20,493.93 | \$ | 106.74 |
| November, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 6.25 | 0.00521 |  | \$ 20,493.93 | \$ | 106.74 |
| December, 2017 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 6.25 | 0.00521 |  | \$ 20,493.93 | \$ | 106.74 |
| January, 2018 | \$ 20,493.93 | \$ | - | \$ 20,493.93 | 6.50 | 0.00542 |  | \$ 20,493.93 | \$ | 111.01 |


| February, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.50 | 0.00542 | \$ | 20,493.93 | \$ | 111.01 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| March, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.50 | 0.00542 | \$ | 20,493.93 | \$ | 111.01 |
| April, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.50 | 0.00542 | \$ | 20,493.93 | \$ | 111.01 |
| May, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.50 | 0.00542 | \$ | 20,493.93 | \$ | 111.01 |
| June, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.50 | 0.00542 | \$ | 20,493.93 | \$ | 111.01 |
| July, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.00 | 0.00583 | \$ | 20,493.93 | \$ | 119.55 |
| August, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.00 | 0.00583 | \$ | 20,493.93 | \$ | 119.55 |
| September, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.00 | 0.00583 | \$ | 20,493.93 | \$ | 119.55 |
| October, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.00 | 0.00583 | \$ | 20,493.93 | \$ | 119.55 |
| November, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.00 | 0.00583 | \$ | 20,493.93 | \$ | 119.55 |
| December, 2018 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.00 | 0.00583 | \$ | 20,493.93 | \$ | 119.55 |
| January, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| February, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| March, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| April, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| May, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| June, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| July, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| Augut, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| September, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| December, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| November, 2019 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 7.50 | 0.00625 | \$ | 20,493.93 | \$ | 128.09 |
| January, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.75 | 0.00563 | \$ | 20,493.93 | \$ | 115.28 |
| February, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.75 | 0.00563 | \$ | 20,493.93 | \$ | 115.28 |
| March, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.75 | 0.00563 | \$ | 20,493.93 | \$ | 115.28 |
| April, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.75 | 0.00563 | \$ | 20,493.93 | \$ | 115.28 |
| May, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.75 | 0.00563 | \$ | 20,493.93 | \$ | 115.28 |
| June, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 6.75 | 0.00563 | \$ | 20,493.93 | \$ | 115.28 |
| July, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 5.25 | 0.00438 | \$ | 20,493.93 | \$ | 89.66 |


| August, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 5.25 | 0.00438 | \$ | 20,493.93 | \$ | 89.66 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| September, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 5.25 | 0.00438 | \$ | 20,493.93 | \$ | 89.66 |
| October, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 5.25 | 0.00438 | \$ | 20,493.93 | \$ | 89.66 |
| November, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 5.25 | 0.00438 | \$ | 20,493.93 | \$ | 89.66 |
| December, 2020 | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 | 5.25 | 0.00438 | \$ | 20,493.93 | \$ | 89.66 |
| TOTALS | \$ | 20,493.93 | \$ | - | \$ | 20,493.93 |  |  | \$ | 20,493.93 | \$ | 6,096.94 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Total Accrued Arrearage through December 2020: |  |  |  | \$ | 20,493.93 |
|  |  |  |  |  |  |  | Total Accrued Interest through December 2020: |  |  |  | \$ | 6,096.94 |
|  |  |  |  |  |  |  | TOTAL SUM DUE: |  |  |  | \$ | 26,590.87 |


| Mahoney adv. Mahoney |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| D-13-477883-D |  |  |  |  |  |  |  |  |  |  |  |  |
| Dept. S |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Bonus Deposited in acct |  |  |  |  |  |  |  |  |  |  |  |
| Attorney Fees |  |  |  | 2015 |  | 6/4/2015 | \$ 10,000.00 | DEF1053 | \$ | 3,500.00 |  | ril 2016 |
| Date Due | Amount Due |  | Payment |  | Monthly <br> Arrearage |  | Annual Legal Interest Rate (percent) | Monthly Interest Rate as Factor | Accrued Arrearage |  | Monthly Interest |  |
| April, 2016 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.50 | 0.00458 | \$ | 3,500.00 | \$ | 16.04 |
| May, 2016 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.50 | 0.00458 | \$ | 3,500.00 | \$ | 16.04 |
| June, 2016 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.50 | 0.00458 | \$ | 3,500.00 | \$ | 16.04 |
| July, 2016 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.50 | 0.00458 | \$ | 3,500.00 | \$ | 16.04 |
| August, 2016 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.50 | 0.00458 | \$ | 3,500.00 | \$ | 16.04 |
| September, 2016 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.50 | 0.00458 | \$ | 3,500.00 | \$ | 16.04 |
| October, 2016 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.50 | 0.00458 | \$ | 3,500.00 | \$ | 16.04 |
| November, 2016 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.50 | 0.00458 | \$ | 3,500.00 | \$ | 16.04 |
| December, 2016 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.50 | 0.00458 | \$ | 3,500.00 | \$ | 16.04 |
| January, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.75 | 0.00479 | \$ | 3,500.00 | \$ | 16.77 |
| February, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.75 | 0.00479 | \$ | 3,500.00 | \$ | 16.77 |
| March, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.75 | 0.00479 | \$ | 3,500.00 | \$ | 16.77 |
| April, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.75 | 0.00479 | \$ | 3,500.00 | \$ | 16.77 |
| May, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.75 | 0.00479 | \$ | 3,500.00 | \$ | 16.77 |
| June, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.75 | 0.00479 | \$ | 3,500.00 | \$ | 16.77 |
| July, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.25 | 0.00521 | \$ | 3,500.00 | \$ | 18.23 |
| August, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.25 | 0.00521 | \$ | 3,500.00 | \$ | 18.23 |
| September, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.25 | 0.00521 | \$ | 3,500.00 | \$ | 18.23 |
| October, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.25 | 0.00521 | \$ | 3,500.00 | \$ | 18.23 |
| November, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.25 | 0.00521 | \$ | 3,500.00 | \$ | 18.23 |
| December, 2017 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.25 | 0.00521 | \$ | 3,500.00 | \$ | 18.23 |
| January, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.50 | 0.00542 | \$ | 3,500.00 | \$ | 18.96 |
| February, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.50 | 0.00542 | \$ | 3,500.00 | \$ | 18.96 |
| March, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.50 | 0.00542 | \$ | 3,500.00 | \$ | 18.96 |
| April, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.50 | 0.00542 | \$ | 3,500.00 | \$ | 18.96 |


| May, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.50 | 0.00542 | \$ | 3,500.00 | \$ | 18.96 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| June, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.50 | 0.00542 | \$ | 3,500.00 | \$ | 18.96 |
| July, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.00 | 0.00583 | \$ | 3,500.00 | \$ | 20.42 |
| August, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.00 | 0.00583 | \$ | 3,500.00 | \$ | 20.42 |
| September, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.00 | 0.00583 | \$ | 3,500.00 | \$ | 20.42 |
| October, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.00 | 0.00583 | \$ | 3,500.00 | \$ | 20.42 |
| November, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.00 | 0.00583 | \$ | 3,500.00 | \$ | 20.42 |
| December, 2018 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.00 | 0.00583 | \$ | 3,500.00 | \$ | 20.42 |
| January, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| February, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| March, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| April, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| May, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| June, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| July, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| Augut, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| September, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| December, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| November, 2019 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 7.50 | 0.00625 | \$ | 3,500.00 | \$ | 21.88 |
| January, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.75 | 0.00563 | \$ | 3,500.00 | \$ | 19.69 |
| February, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.75 | 0.00563 | \$ | 3,500.00 | \$ | 19.69 |
| March, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.75 | 0.00563 | \$ | 3,500.00 | \$ | 19.69 |
| April, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.75 | 0.00563 | \$ | 3,500.00 | \$ | 19.69 |
| May, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.75 | 0.00563 | \$ | 3,500.00 | \$ | 19.69 |
| June, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 6.75 | 0.00563 | \$ | 3,500.00 | \$ | 19.69 |
| July, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.25 | 0.00438 | \$ | 3,500.00 | \$ | 15.31 |
| August, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.25 | 0.00438 | \$ | 3,500.00 | \$ | 15.31 |
| September, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.25 | 0.00438 | \$ | 3,500.00 | \$ | 15.31 |


| October, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.25 | 0.00438 | \$ | 3,500.00 | \$ | 15.31 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| November, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.25 | 0.00438 | \$ | 3,500.00 | \$ | 15.31 |
| December, 2020 | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 | 5.25 | 0.00438 | \$ | 3,500.00 | \$ | 15.31 |
| TOTALS | \$ | 3,500.00 | \$ | - | \$ | 3,500.00 |  |  | \$ | 3,500.00 | \$ | 1,041.25 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Total Accrued Arrearage through December 2020: |  |  |  | \$ | 3,500.00 |
|  |  |  |  |  |  |  | Total Accrued Interest through December 2020: |  |  |  | \$ | 1,041.25 |
|  |  |  |  |  |  |  | TOTAL SUM DUE: |  |  |  | \$ | 4,541.25 |


| Mahoney adv. Mahoney |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| D-13-477883-D |  |  |  |  |  |  |  |  |  |  |  |  |
| Dept. S |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  <br> Peabody LLC |  |  |  |  |  |  |  |  |  |  |  |
| Attorney Fees |  |  |  | 2015 |  | 9/1/2015 | \$ 15,000.00 | DEF1461 | \$ | 5,250.00 |  | il 2016 |
| Date Due | Amount Due |  | Payment |  | Monthly <br> Arrearage |  | Annual Legal Interest Rate (percent) | Monthly Interest Rate as Factor | Accrued Arrearage |  | Monthly Interest |  |
| April, 2016 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.50 | 0.00458 | \$ | 5,250.00 | \$ | 24.06 |
| May, 2016 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.50 | 0.00458 | \$ | 5,250.00 | \$ | 24.06 |
| June, 2016 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.50 | 0.00458 | \$ | 5,250.00 | \$ | 24.06 |
| July, 2016 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.50 | 0.00458 | \$ | 5,250.00 | \$ | 24.06 |
| August, 2016 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.50 | 0.00458 | \$ | 5,250.00 | \$ | 24.06 |
| September, 2016 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.50 | 0.00458 | \$ | 5,250.00 | \$ | 24.06 |
| October, 2016 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.50 | 0.00458 | \$ | 5,250.00 | \$ | 24.06 |
| November, 2016 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.50 | 0.00458 | \$ | 5,250.00 | \$ | 24.06 |
| December, 2016 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.50 | 0.00458 | \$ | 5,250.00 | \$ | 24.06 |
| January, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.75 | 0.00479 | \$ | 5,250.00 | \$ | 25.16 |
| February, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.75 | 0.00479 | \$ | 5,250.00 | \$ | 25.16 |
| March, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.75 | 0.00479 | \$ | 5,250.00 | \$ | 25.16 |
| April, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.75 | 0.00479 | \$ | 5,250.00 | \$ | 25.16 |
| May, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.75 | 0.00479 | \$ | 5,250.00 | \$ | 25.16 |
| June, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.75 | 0.00479 | \$ | 5,250.00 | \$ | 25.16 |
| July, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.25 | 0.00521 | \$ | 5,250.00 | \$ | 27.34 |
| August, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.25 | 0.00521 | \$ | 5,250.00 | \$ | 27.34 |
| September, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.25 | 0.00521 | \$ | 5,250.00 | \$ | 27.34 |
| October, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.25 | 0.00521 | \$ | 5,250.00 | \$ | 27.34 |
| November, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.25 | 0.00521 | \$ | 5,250.00 | \$ | 27.34 |
| December, 2017 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.25 | 0.00521 | \$ | 5,250.00 | \$ | 27.34 |
| January, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.50 | 0.00542 | \$ | 5,250.00 | \$ | 28.44 |
| February, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.50 | 0.00542 | \$ | 5,250.00 | \$ | 28.44 |
| March, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.50 | 0.00542 | \$ | 5,250.00 | \$ | 28.44 |
| April, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.50 | 0.00542 | \$ | 5,250.00 | \$ | 28.44 |


| May, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.50 | 0.00542 | \$ | 5,250.00 | \$ | 28.44 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| June, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.50 | 0.00542 | \$ | 5,250.00 | \$ | 28.44 |
| July, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.00 | 0.00583 | \$ | 5,250.00 | \$ | 30.63 |
| August, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.00 | 0.00583 | \$ | 5,250.00 | \$ | 30.63 |
| September, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.00 | 0.00583 | \$ | 5,250.00 | \$ | 30.63 |
| October, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.00 | 0.00583 | \$ | 5,250.00 | \$ | 30.63 |
| November, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.00 | 0.00583 | \$ | 5,250.00 | \$ | 30.63 |
| December, 2018 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.00 | 0.00583 | \$ | 5,250.00 | \$ | 30.63 |
| January, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| February, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| March, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| April, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| May, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| June, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| July, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| Augut, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| September, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| December, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| November, 2019 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 7.50 | 0.00625 | \$ | 5,250.00 | \$ | 32.81 |
| January, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.75 | 0.00563 | \$ | 5,250.00 | \$ | 29.53 |
| February, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.75 | 0.00563 | \$ | 5,250.00 | \$ | 29.53 |
| March, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.75 | 0.00563 | \$ | 5,250.00 | \$ | 29.53 |
| April, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.75 | 0.00563 | \$ | 5,250.00 | \$ | 29.53 |
| May, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.75 | 0.00563 | \$ | 5,250.00 | \$ | 29.53 |
| June, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 6.75 | 0.00563 | \$ | 5,250.00 | \$ | 29.53 |
| July, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.25 | 0.00438 | \$ | 5,250.00 | \$ | 22.97 |
| August, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.25 | 0.00438 | \$ | 5,250.00 | \$ | 22.97 |
| September, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.25 | 0.00438 | \$ | 5,250.00 | \$ | 22.97 |


| October, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.25 | 0.00438 | \$ | 5,250.00 | \$ | 22.97 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| November, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.25 | 0.00438 | \$ | 5,250.00 | \$ | 22.97 |
| December, 2020 | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 | 5.25 | 0.00438 | \$ | 5,250.00 | \$ | 22.97 |
| TOTALS | \$ | 5,250.00 | \$ | - | \$ | 5,250.00 |  |  | \$ | 5,250.00 | \$ | 1,561.88 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Total Accrued Arrearage through December 2020: |  |  |  | \$ | 5,250.00 |
|  |  |  |  |  |  |  | Total Accrued Interest through December 2020: |  |  |  | \$ | 1,561.88 |
|  |  |  |  |  |  |  | TOTAL SUM DUE: |  |  |  | \$ | 6,811.88 |


| Mahoney adv. Mahoney |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| D-13-477883-D |  |  |  |  |  |  |  |  |  |  |  |  |
| Dept. S |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  <br> Peabody LLC |  |  |  |  |  |  |  |  |  |  |  |
| Attorney Fees |  |  |  | 2016 |  | /15/2016 | \$ 2,105.98 | DEF1465 | \$ | 737.09 |  | 2017 |
| Date Due | Amount Due |  | Payment |  | Monthly Arrearage |  | Annual Legal Interest Rate (percent) | Monthly <br> Interest Rate as Factor | Accrued Arrearage |  | Monthly Interest |  |
| April, 2017 | \$ | 737.09 | \$ | - | \$ | 737.09 | 5.75 | 0.00479 | \$ | 737.09 | \$ | 3.53 |
| May, 2017 | \$ | 737.09 | \$ | - | \$ | 737.09 | 5.75 | 0.00479 | \$ | 737.09 | \$ | 3.53 |
| June, 2017 | \$ | 737.09 | \$ | - | \$ | 737.09 | 5.75 | 0.00479 | \$ | 737.09 | \$ | 3.53 |
| July, 2017 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.25 | 0.00521 | \$ | 737.09 | \$ | 3.84 |
| August, 2017 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.25 | 0.00521 | \$ | 737.09 | \$ | 3.84 |
| September, 2017 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.25 | 0.00521 | \$ | 737.09 | \$ | 3.84 |
| October, 2017 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.25 | 0.00521 | \$ | 737.09 | \$ | 3.84 |
| November, 2017 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.25 | 0.00521 | \$ | 737.09 | \$ | 3.84 |
| December, 2017 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.25 | 0.00521 | \$ | 737.09 | \$ | 3.84 |
| January, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.50 | 0.00542 | \$ | 737.09 | \$ | 3.99 |
| February, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.50 | 0.00542 | \$ | 737.09 | \$ | 3.99 |
| March, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.50 | 0.00542 | \$ | 737.09 | \$ | 3.99 |
| April, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.50 | 0.00542 | \$ | 737.09 | \$ | 3.99 |
| May, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.50 | 0.00542 | \$ | 737.09 | \$ | 3.99 |
| June, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 6.50 | 0.00542 | \$ | 737.09 | \$ | 3.99 |
| July, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.00 | 0.00583 | \$ | 737.09 | \$ | 4.30 |
| August, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.00 | 0.00583 | \$ | 737.09 | \$ | 4.30 |
| September, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.00 | 0.00583 | \$ | 737.09 | \$ | 4.30 |
| October, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.00 | 0.00583 | \$ | 737.09 | \$ | 4.30 |
| November, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.00 | 0.00583 | \$ | 737.09 | \$ | 4.30 |
| December, 2018 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.00 | 0.00583 | \$ | 737.09 | \$ | 4.30 |
| January, 2019 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.50 | 0.00625 | \$ | 737.09 | \$ | 4.61 |
| February, 2019 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.50 | 0.00625 | \$ | 737.09 | \$ | 4.61 |
| March, 2019 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.50 | 0.00625 | \$ | 737.09 | \$ | 4.61 |
| April, 2019 | \$ | 737.09 | \$ | - | \$ | 737.09 | 7.50 | 0.00625 | \$ | 737.09 | \$ | 4.61 |


| May, 2019 | $\$$ | 737.09 | $\$$ | - | $\$$ | 737.09 | 7.50 | 0.00625 | $\$$ | 737.09 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| June, 2019 | $\$$ | 737.09 | $\$$ | - | $\$$ | 737.09 | 7.50 | 0.00625 | $\$$ | 737.09 |



| June, 2019 | $\$$ | $1,626.26$ | $\$$ | - | $\$$ | $1,626.26$ | 7.50 | 0.00625 | $\$$ | $1,626.26$ |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |



| July, 2020 | \$ | 14,000.00 | \$ | - | \$ | 14,000.00 | 5.25 | 0.00438 | \$ | 14,000.00 | \$ | 61.25 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| August, 2020 | \$ | 14,000.00 | \$ | - | \$ | 14,000.00 | 5.25 | 0.00438 | \$ | 14,000.00 | \$ | 61.25 |
| September, 2020 | \$ | 14,000.00 | \$ | - | \$ | 14,000.00 | 5.25 | 0.00438 | \$ | 14,000.00 | \$ | 61.25 |
| October, 2020 | \$ | 14,000.00 | \$ | - | \$ | 14,000.00 | 5.25 | 0.00438 | \$ | 14,000.00 | \$ | 61.25 |
| November, 2020 | \$ | 14,000.00 | \$ | - | \$ | 14,000.00 | 5.25 | 0.00438 | \$ | 14,000.00 | \$ | 61.25 |
| December, 2020 | \$ | 14,000.00 | \$ | - | \$ | 14,000.00 | 5.25 | 0.00438 | \$ | 14,000.00 | \$ | 61.25 |
| TOTALS | \$ | 14,000.00 | \$ | - | \$ | 14,000.00 |  |  | \$ | 14,000.00 | \$ | 2,520.00 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Total Accrued Arrearage through December 2020: |  |  |  | \$ | 14,000.00 |
|  |  |  |  |  |  |  | Total Accrued Interest through December 2020: |  |  |  | \$ | 2,520.00 |
|  |  |  |  |  |  |  | TOTAL SUM DUE: |  |  |  | \$ | 16,520.00 |







EXHIBIT "B"

## Chase

## Print QuickPay activity table

ment Activity for Received Money, sorted by date received, most recent

| Date received | $\underline{\text { Status }}$ | Sender | Type | Actions | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Nov 11, 2020 | Completed | BART MAHONEY | Real-time | See details | \$500.00 |
| Oct 22, 2020 | Completed | BART MAHONEY | Real-time | See details | \$591.00 |
| Oct 7, 2020 | Completed | BART MAHONEY | Real-time | See details | \$500.00 |
| Sep 21, 2020 | Completed | BART MAHONEY | Real-time | See details | \$591.00 |
| Sep 6, 2020 | Completed | BART MAHONEY | Real-time | See details | \$500.00 |
| Aug 20, 2020 | Completed | BART MAHONEY | Real-time | See details | \$591.00 |
| Aug 6, 2020 | Completed | BART MAHONEY | Real-time | See details | \$500.00 |
| Jul 23, 2020 | Completed | BART MAHONEY | Real-time | See details | \$591.00 |
| Jul 9, 2020 | Completed | BART MAHONEY | Real-time | See details | \$500.00 |

ment Activity for Received Money, sorted by date received, most recent

| Date received | Status | Sender | Type | Actions | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Jun 6, 2020 | Completed | BART MAHONEY | Real-time | See details | \$500.00 |
| May 15, 2020 | Completed | BART MAHONEY | Real-time | See details | \$500.00 |
| May 4, 2020 | Completed | BART MAHONEY | Real-time | See details | \$591.00 |
| Apr 25, 2020 | Completed | BART MAHONEY | Real-time | See details | \$500.00 |
| Apr 16, 2020 | Completed | BART MAHONEY | Real-time | See details | \$591.00 |
| Apr 4, 2020 | Completed | BART MAHONEY | Real-time | See details | \$591.00 |
| Mar 19, 2020 | Completed | BART MAHONEY | Real-time | See details | \$291.00 |
| Mar 8, 2020 | Completed | BART MAHONEY | Real-time | See details | \$800.00 |
| Feb 10, 2020 | Completed | BART MAHONEY | Real-time | See details | \$1,091.00 |
| Jan 28, 2020 | Completed | BART MAHONEY | Real-time | See details | \$1,091.00 |

ment Activity for Received Money, sorted by date received, most recent

| Date received | Status | Sender | Type | Actions | Amount |
| :--- | :--- | :--- | :--- | :--- | :--- |
| Jan 9, 2020 | Completed | BART MAHONEY | Real-time | $\underline{\text { See details }}$ | \$1,091.00 |
| Dec 25, 2019 | Completed | BART MAHONEY | Real-time | $\underline{\text { See details }}$ | \$1,091.00 |
| Dec 12, 2019 | Completed | BART MAHONEY | Real-time | $\underline{\text { See details }}$ |  |
| Nov 21, 2019 | Completed | BART MAHONEY | Real-time | $\underline{\text { See details }}$ | $\$ 1,091.00$ |
| Nov 5, 2019 | Completed | BART MAHONEY | Real-time | $\underline{\text { See details }}$ |  |
| Nov 1, 2019 | Completed | BART MAHONEY | Real-time | $\underline{\text { See details }}$ | $\$ 1,092.00$ |
| Oct 23, 2019 | Completed | BART MAHONEY | Real-time | $\underline{\text { See details }}$ | $\$ 891.00$ |
| Oct 3, 2019 | Completed | BART MAHONEY | Real-time | $\underline{\text { See details }}$ | $\$ 200.00$ |

CSERV

# DISTRICT COURT <br> CLARK COUNTY, NEVADA 

Bartholomew M Mahoney, Plaintiff
vs.
Bonnie M Mahoney, Defendant.

## AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 12/24/2020
rgiuliani@att.net

CASE NO: D-13-477883-D
DEPT. NO. Department S
"Roger Giuliani, Esq." .
Aaron Grigsby
Kimberly Stutzman
Courtney Janson
Firm RJS
aaron@grigsbylawgroup.com
kstutzman@radfordsmith.com
cJanson@radfordsmith.com
firm@radfordsmith.com

DISTRICT COURT CLARK COUNTY, NEVADA

Divorce - Complaint
COURT MINUTES
May 15, 2013

| D-13-477883-D | Bartholomew M Mahoney, Plaintiff <br> vs. <br> Bonnie M Mahoney, Defendant. |
| :--- | :--- |

May 15, 2013 10:00 AM All Pending Motions
HEARD BY: Hoskin, Charles J.
COURTROOM: Courtroom 02

COURT CLERK: Kim Jones

## PARTIES:

Bartholomew Mahoney, Plaintiff, Counter
Defendant, present
Bonnie Mahoney, Defendant, Counter
Claimant, present
Brigitte Mahoney, Subject Minor, not present
Sophie Mahoney, Subject Minor, not present

Denise Gentile, Attorney, present
Rhonda Mushkin, Attorney, present

## JOURNAL ENTRIES

## - DEFT'S MOTION FOR TEMPORARY PRIMARY PHYSICAL CUSTODY, FOR TEMPORARY CHILD SUPPORT, SPOUSAL SUPPORT, ATTORNEY FEES...CASE MANAGEMENT CONFERENCE

Counsel stated the parties STIPULATE to JOINT LEGAL CUSTODY and Defendant will be the PRIMARY PHYSICAL CUSTODIAN. Further STIPULATED to a WAGE ASSIGNMENT being in effect for the support payments. COURT SO ORDERED.

Counsel agreed to the Case Management Conference being heard today and requested a full day for the trial.

COURT ORDERED, calendar call and trial date SET. Case and Trial Management Order signed and FILED IN OPEN COURT.

Argument regarding Plaintiff's visitation, child support and spousal support. Plaintiff stated that

| PRINT DATE: | $01 / 27 / 2021$ | Page 1 of 30 | Minutes Date: | May 15, 2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.
when the children come to his house, they sleep in the master bedroom, he sleeps on the couch and his son sleeps in the second bedroom.

Per STIPULATION, a MUTUAL BEHAVIOR ORDER will be in effect. Behavior Order signed and FILED IN OPEN COURT.

COURT ORDERED, Plaintiff's VISITATION will be on Thursday evening until taking the children to school on Friday during the 1st, 2nd and 4th Thursdays of the month. Plaintiff will also have every Sunday at 9:00 AM until Monday dropping the children off at School. Plaintiff will also have one weekend per month, providing seven days advance notice.
$25 \%$ of Plaintiff's gross monthly income is above the statutory cap. TEMPORARY CHILD SUPPORT set at $\$ 2,080.00$ per month. COURT DEFERS the request to set child support over the statutory cap until time of trial.

Defendant awarded TEMPORARY SPOUSAL SUPPORT in the amount of $\$ 3,500$ per month. Defendant shall be responsible for the debts listed on her Financial Disclosure Form.

Defendant awarded ATTORNEY'S FEES pursuant to SARGEANT in the amount of $\$ 7,500$. The $\$ 7,500$ is to be paid within 60 days from today.

The loans from the parents are a trial issue.
Ms. Gentile is to prepare the order and Ms. Mushkin is to sign off.
9/03/13 11:00 AM CALENDAR CALL
9/16/13 8:30 AM NON-JURY TRIAL - FIRM
CLERK'S NOTE: After the hearing concluded, COURT ORDERED, the support payments are effective for the month of April, 2013 as the motion was filed on April 8, 2013. Clerk placed a copy of this minute order in both counsel's attorney file folders. 5/15/13 kj.

## INTERIM CONDITIONS:

## FUTURE HEARINGS:

| PRINT DATE: | $01 / 27 / 2021$ | Page 2 of 30 | Minutes Date: | May 15,2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

# DISTRICT COURT CLARK COUNTY, NEVADA 

D-13-477883-D Bartholomew M Mahoney, Plaintiff
vs.
Bonnie M Mahoney, Defendant.
October 09, 2013 9:00 AM Motion
HEARD BY: Hoskin, Charles J.

## COURTROOM: Courtroom 02

COURT CLERK: Kim Jones

## PARTIES:

Bartholomew Mahoney, Plaintiff, Counter
Defendant, not present
Bonnie Mahoney, Defendant, Counter
Claimant, not present
Brigitte Mahoney, Subject Minor, not present
Sophie Mahoney, Subject Minor, not present

Aaron Grigsby, Attorney, not present
Radford Smith, Attorney, not present

JOURNAL ENTRIES

- BETH ROSENBLUM'S MOTION TO ADJUDICATE ATTY'S RIGHTS, TO ENFORCE ATTY LIEN TO JUDGMENT

Rhonda Mushkin, Esq., \#2760, appearing on behalf of her motion.
Argument by counsel. Mr. Carman stated his office has not received any of the Sargeant Attorney Fees that were previously awarded to Defendant.

COURT FINDS, this Court has jurisdiction to adjudicate the lien. COURT ORDERED, the lien is GRANTED and the amount is REDUCED TO JUDGMENT, however, the Judgment is STAYED until the Decree of Divorce is entered. A lien is also granted for the $\$ 7,500$, which if collected, will be applied towards the judgment. Ms. Mushkin may pursue that against the Plaintiff by any lawful means. If any of the $\$ 7,500$ due from Plaintiff is paid to the Kunin and Carman Law Firm, the lien will attach and that amount will go to Ms. Mushkin as a partial satisfaction of the judgment.

| PRINT DATE: | $01 / 27 / 2021$ | Page 3 of 30 | Minutes Date: | May 15,2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

If Defendant is disputing the fees, she may file a fee dispute.
FURTHER, the attorney's fees are non-dischargeable in bankruptcy.
Ms. Mushkin is to prepare the order and Mr. Carman is to sign off.

## INTERIM CONDITIONS:

## FUTURE HEARINGS:

| PRINT DATE: | $01 / 27 / 2021$ | Page 4 of 30 | Minutes Date: | May 15,2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

## DISTRICT COURT

 CLARK COUNTY, NEVADADivorce - Complaint
COURT MINUTES
February 24, 2014

D-13-477883-D Bartholomew M Mahoney, Plaintiff
vs.
Bonnie M Mahoney, Defendant.
February 24, 2014 11:00 AM Status Check
HEARD BY: O'Malley, Gloria

# COURTROOM: Courtroom 07 

COURT CLERK: Yvette Clayton

## PARTIES:

Bartholomew Mahoney, Plaintiff, Counter
Defendant, not present
Bonnie Mahoney, Defendant, Counter
Aaron Grigsby, Attorney, not present
Radford Smith, Attorney, not present
Claimant, not present
Brigitte Mahoney, Subject Minor, not present
Sophie Mahoney, Subject Minor, not present

## JOURNAL ENTRIES

- Mr. Carman stated Parties are attempting to reconcile and requested a Status Check. Counsel stated opposing Counsel was ill and he will notify her of the new hearing date. COURT ORDERED, Status Check Hearing 5/1/14 at 11:30 AM.


## INTERIM CONDITIONS:

## FUTURE HEARINGS:

| PRINT DATE: | $01 / 27 / 2021$ | Page 5 of 30 | Minutes Date: | May 15,2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

## DISTRICT COURT

 CLARK COUNTY, NEVADADivorce - Complaint
COURT MINUTES
May 01, 2014

D-13-477883-D Bartholomew M Mahoney, Plaintiff
vs.
Bonnie M Mahoney, Defendant.
May 01, $2014 \quad$ 11:30 AM $\quad$ Status Check
HEARD BY: O'Malley, Gloria
COURTROOM: Courtroom 07

COURT CLERK: Vickie Warren

## PARTIES:

Bartholomew Mahoney, Plaintiff, Counter
Defendant, not present
Bonnie Mahoney, Defendant, Counter
Aaron Grigsby, Attorney, not present

Claimant, not present
Brigitte Mahoney, Subject Minor, not present
Sophie Mahoney, Subject Minor, not present

## JOURNAL ENTRIES

- STATUS CHECK

Counsel advised reconciliation between the parties is falling apart.
COURT ORDERED, Case Management Conference SET.

CASE MANAGEMENT CONFERENCE 6/10/14 2:30 PM

## INTERIM CONDITIONS:

FUTURE HEARINGS: May 01, 2014 11:30AM Status Check

| PRINT DATE: | $01 / 27 / 2021$ | Page 6 of 30 | Minutes Date: | May 15,2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

Courtroom 07 O'Malley, Gloria

| PRINT DATE: | $01 / 27 / 2021$ | Page 7 of 30 | Minutes Date: | May 15, 2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

## DISTRICT COURT CLARK COUNTY, NEVADA

D-13-477883-D Bartholomew M Mahoney, Plaintiff<br>vs.<br>Bonnie M Mahoney, Defendant.

June 10, $2014 \quad$ 2:30 PM Case Management Conference

HEARD BY: Brennan, James
COURTROOM: Courtroom 07

COURT CLERK: Yvette Clayton
PARTIES:
Bartholomew Mahoney, Plaintiff, Counter
Defendant, present
Bonnie Mahoney, Defendant, Counter
Denise Gentile, Attorney, present

Claimant, present
Brigitte Mahoney, Subject Minor, not present
Sophie Mahoney, Subject Minor, not present

## JOURNAL ENTRIES

- Mr. Carman stated Parties reconciliation fell through. Further Attorney's Fees is needed and Plaintiff need to get back on track paying his spousal support. Counsel stated there were arrearages. Ms. Gentile represented she may be withdrawing if she is not paid.

COURT ORDERED, Plaintiff shall file a FDF within 15 days; Each Party shall PRODUCE financial documents within 30 days. Either Counsel shall file a motion with OST to be set on the same day as the CMC. CMC CONTINUED 8/25/14 at 11:00 AM.

## INTERIM CONDITIONS:

FUTURE HEARINGS: Jun 10, 2014 2:30PM Case Management Conference

| PRINT DATE: | $01 / 27 / 2021$ | Page 8 of 30 | Minutes Date: | May 15, 2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

Courtroom 07 O'Malley, Gloria

| PRINT DATE: | $01 / 27 / 2021$ | Page 9 of 30 | Minutes Date: | May 15, 2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

## DISTRICT COURT CLARK COUNTY, NEVADA

D-13-477883-D Bartholomew M Mahoney, Plaintiff
vs.
Bonnie M Mahoney, Defendant.
August 11, 2014 11:15 AM Motion for Withdrawal

HEARD BY: O'Malley, Gloria

COURT CLERK: Yvette Clayton

## PARTIES:

Bartholomew Mahoney, Plaintiff, Counter
Defendant, not present
Bonnie Mahoney, Defendant, Counter
Claimant, present
Brigitte Mahoney, Subject Minor, not present
Sophie Mahoney, Subject Minor, not present

Aaron Grigsby, Attorney, not present
Michael Carman, Attorney, present

JOURNAL ENTRIES

- Court noted Attorney Gentile motion to withdraw which will be set on 8/25/14. Court reviewed Mr. Carman motion to withdraw. Mr. Carman stated there was a breakdown in communication and he believed that Ms. Mahoney had retain another attorney. Ms. Mahoney stated she did not retain another Counsel, but consulted with a friend who is an attorney. In addition, she was not happy about the status of the case. Defendant made decision in court not to continue to retain Mr. Carman but requested he lift the lien and she will pay him $\$ 100.00$ per month for attorney's fees. Defendant agreed to the $\$ 2,330.07$. Defendant requested the CMC on $8 / 25 / 14$ be continued, for a settlement conference. Court advised, Defendant will have to ask Attorney Gentile for the continuance or appear and request it.

COURT ORDERED, The amount of $\$ 2,233.07$ is GRANTED, which is REDUCED to JUDGMENT and execution is STAYED, premise upon Defendant paying $\$ 100.00$ per month until paid in full. Once Defendant is employed the amount will increase. Mr. Carman will put in language in the order to indicate, this is not support of a domestic in nature and will include to protect against a BK. Mr. Carman shall Prepare the Order.

| PRINT DATE: | $01 / 27 / 2021$ | Page 10 of 30 | Minutes Date: | May 15, 2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

## INTERIM CONDITIONS:

FUTURE HEARINGS: $\quad$ Aug 25, 2014 11:00AM Case Management Conference Courtroom 07 O'Malley, Gloria

| PRINT DATE: | $01 / 27 / 2021$ | Page 11 of 30 | Minutes Date: | May 15, 2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

DISTRICT COURT CLARK COUNTY, NEVADA

D-13-477883-D Bartholomew M Mahoney, Plaintiff<br>vs.<br>Bonnie M Mahoney, Defendant.

August 25, 2014 11:00 AM All Pending Motions

HEARD BY: O'Malley, Gloria

# COURTROOM: Courtroom 07 

COURT CLERK: Yvette Clayton

PARTIES:<br>Bartholomew Mahoney, Plaintiff, Counter<br>Defendant, present<br>Bonnie Mahoney, Defendant, Counter<br>Denise Gentile, Attorney, present<br>Claimant, present<br>Brigitte Mahoney, Subject Minor, not present<br>Sophie Mahoney, Subject Minor, not present

## JOURNAL ENTRIES

- CASE MANAGEMENT CONFERENCE...DENISE GENTILE, ESQ'S MOTION TO ADJUDICATE ATTY'S RIGHTS, TO ENFORCE ATTY'S LIEN TO JUDGMENT, FOR AN AWARD OF ATTY'S FEES AND MOTION TO WITHDRAW AS COUNSEL FOR PLTF

Ms. Gentile agreed to proceed with the motion and Plaintiff did not have an opposition. Counsel stated she and Plaintiff will work out the money matters. Both Counsel requested a Settlement Conference. Address verification done on Parties.

COURT ORDERED, Ms. Gentile motion to withdraw is GRANTED. This case will be set for a Settlement Conference with Judge Henderson by agreement of Parties. The JEA shall notify Parties and Counsel of the date and time. Status Check 9/29/14 at 11:30 AM for unresolved issues or trial.

## INTERIM CONDITIONS:

| PRINT DATE: | $01 / 27 / 2021$ | Page 12 of 30 | Minutes Date: | May 15, 2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

## FUTURE HEARINGS:

| PRINT DATE: | $01 / 27 / 2021$ | Page 13 of 30 | Minutes Date: | May 15, 2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

## DISTRICT COURT

 CLARK COUNTY, NEVADADivorce - Complaint
COURT MINUTES
March 02, 2015

D-13-477883-D Bartholomew M Mahoney, Plaintiff
vs.
Bonnie M Mahoney, Defendant.
March 02, 2015 10:00 AM Status Check
HEARD BY: Estes, Robert

## COURTROOM: Courtroom 07

COURT CLERK: Connie Kalski

PARTIES:<br>Bartholomew Mahoney, Plaintiff, Counter Pro Se<br>Defendant, present<br>Bonnie Mahoney, Defendant, Counter Pro Se<br>Claimant, present<br>Brigitte Mahoney, Subject Minor, not present<br>Sophie Mahoney, Subject Minor, not present

## JOURNAL ENTRIES

- Parties advised they had to reset their mediation date on the two dates they were given and were then set back in front of this Court for a status check.

Court ORDERED, parties are RE-REFERRED to the Family Mediation Center, FILED IN OPEN COURT, and the matter shall be set for trial.

CLERK'S NOTE: Due to the Court's schedule, the trial date set for 5/27/15 @ 1:30 PM was changed to 6/5/15 @ 1:30 PM. Clerk notified all parties by U.S. Mail on 3/2/15.

## INTERIM CONDITIONS:

## FUTURE HEARINGS:

| PRINT DATE: | $01 / 27 / 2021$ | Page 14 of 30 | Minutes Date: | May 15,2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

| PRINT DATE: | $01 / 27 / 2021$ | Page 15 of 30 | Minutes Date: | May 15, 2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

## DISTRICT COURT

 CLARK COUNTY, NEVADAD-13-477883-D Bartholomew M Mahoney, Plaintiff<br>vs.<br>Bonnie M Mahoney, Defendant.

May 29, 2015 1:30 PM Motion

HEARD BY: Beecroft, Chris A., Jr.

## COURTROOM: Courtroom 24

COURT CLERK: Yvette Clayton

## PARTIES:

Bartholomew Mahoney, Plaintiff, Counter
Defendant, not present
Bonnie Mahoney, Defendant, Counter
Aaron Grigsby, Attorney, not present

Claimant, not present
Brigitte Mahoney, Subject Minor, not present
Sophie Mahoney, Subject Minor, not present

## JOURNAL ENTRIES

- Joe Ricco, Pro tem presiding.

Mark Anderson bar \#606 appeared for Attorney Smith on behalf of Defendant.
Mr. Anderson stated Plaintiff had new Counsel and he provided the answers they were looking for. Counsel requested the motion vacated with the right to re-notice

HEARING MASTER RECOMMENDED, matter to VACATE is GRANTED and the right to re-notice is GRANTED.

## INTERIM CONDITIONS:

| PRINT DATE: | $01 / 27 / 2021$ | Page 16 of 30 | Minutes Date: | May 15,2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

## FUTURE HEARINGS:

| PRINT DATE: | $01 / 27 / 2021$ | Page 17 of 30 | Minutes Date: | May 15, 2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

## DISTRICT COURT CLARK COUNTY, NEVADA

D-13-477883-D Bartholomew M Mahoney, Plaintiff
vs.
Bonnie M Mahoney, Defendant.
June 09, $2015 \quad$ 11:00 AM Case Management Conference

HEARD BY: Marquis, Linda
COURTROOM: Courtroom 07

COURT CLERK: Connie Kalski

PARTIES:
Bartholomew Mahoney, Plaintiff, Counter Roger Giuliani, Attorney, present
Defendant, present
Bonnie Mahoney, Defendant, Counter
Kurt Smith, Attorney, present
Claimant, present
Brigitte Mahoney, Subject Minor, not present
Sophie Mahoney, Subject Minor, not present

## JOURNAL ENTRIES

- Counsel appeared and requested they be allowed to attend a settlement conference with Judge Henderson to attempt resolution before setting a trial.

Court ORDERED, Department B's JEA will set a settlement conference with Judge Henderson and notify the parties of the date. Further, matter also set for a status check to ascertain whether or not a trial will need to be set.

## INTERIM CONDITIONS:

## FUTURE HEARINGS:

| PRINT DATE: | $01 / 27 / 2021$ | Page 18 of 30 | Minutes Date: | May 15, 2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

## DISTRICT COURT

 CLARK COUNTY, NEVADADivorce - Complaint
COURT MINUTES
August 04, 2015

D-13-477883-D Bartholomew M Mahoney, Plaintiff
vs.
Bonnie M Mahoney, Defendant.
August 04, 2015 7:30 AM Minute Order

HEARD BY: Marquis, Linda

## COURTROOM: Courtroom 07

COURT CLERK: Kathleen Boyle

## PARTIES:

Bartholomew Mahoney, Plaintiff, Counter
Defendant, not present
Bonnie Mahoney, Defendant, Counter
Aaron Grigsby, Attorney, not present
Radford Smith, Attorney, not present
Claimant, not present
Brigitte Mahoney, Subject Minor, not present
Sophie Mahoney, Subject Minor, not present

## JOURNAL ENTRIES

- NRCP 1 and EDCR 1.10 state that the procedure in district courts shall be administered to secure efficient, speedy, and inexpensive determinations in every action.

Upon review of this case, notice from Plaintiff s counsel, and a Non-Opposition by Defendant, the Court determines to hear Attorney Giuliani s Motion to Withdraw as Counsel of Record on August 20, 2015, concurrently with the Parties Status Check: Settlement Conference.

Accordingly, Attorney Giuliani s Motion to Withdraw as Counsel of Record set for August 5, 2015, at 10:00a.m. is RESCHEDULED to August 20, 2015, at 8:45a.m.

A copy of this minute order shall be provided to both parties.

## INTERIM CONDITIONS:

| PRINT DATE: | $01 / 27 / 2021$ | Page 19 of 30 | Minutes Date: | May 15, 2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

## FUTURE HEARINGS:

| PRINT DATE: | $01 / 27 / 2021$ | Page 20 of 30 | Minutes Date: | May 15, 2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

# DISTRICT COURT CLARK COUNTY, NEVADA 

D-13-477883-D Bartholomew M Mahoney, Plaintiff
vs.
Bonnie M Mahoney, Defendant.

August 12, 2015 10:00 AM Settlement Conference
HEARD BY: Henderson, Bill

COURT CLERK: Connie Kalski

## PARTIES:

Bartholomew Mahoney, Plaintiff, Counter
Defendant, present
Bonnie Mahoney, Defendant, Counter
Claimant, present
Brigitte Mahoney, Subject Minor, not present
Sophie Mahoney, Subject Minor, not present

COURTROOM: Conference Room \#326

JOURNAL ENTRIES

- Court noted a global settlement had been reached in this matter pursuant to the negotiations as outlined below. Incompatibility and residency had been established. Parties SWORN.
. Parties shall have JOINT LEGAL CUSTODY with Mother maintaining PRIMARY PHYSICAL CUSTODY of the minors
. Father shall pay $\$ 1,091.00$ per child, per month as and for CHILD SUPPORT for a total of $\$ 2,182.00$ monthly child support, commencing September 1, 2015. Half the monthly payment shall be due by the 5 th of each month and the other half due by the 25 th of each month.
. Plaintiff shall pay $\$ 2,668.00$ as and for SPOUSAL SUPPORT per month for a term of four years, commencing September 1, 2015. Half of this monthly payment shall be due by the 5 th of each month and the other half due by the 25 th of each month.
. Plaintiff's payments shall be made by way of direct deposit for which Defendant has set up an

| PRINT DATE: | $01 / 27 / 2021$ | Page 21 of 30 | Minutes Date: | May 15, 2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.
account and will provide that account number to counsel.
. At the end of each year, Plaintiff shall provide Defendant with his W-2 forms.
. Plaintiff receives bonuses at the end of each year and it is agreed that Plaintiff shall pay to Defendant twenty-five percent of the net bonus he receives. For tracking purposes, Plaintiff shall provide Defendant with a copy of his W-2 forms yearly. If Plaintiff does not provide his W-2 forms to Defendant by April 15th of each year, Plaintiff shall be responsible to pay Defendant thirty-five percent of the net of his bonuses.
. Plaintiff shall assume all of the IRS debt and will indemnify and hold Defendant harmless for same.
. Plaintiff shall assume all credit card debt and shall hold Defendant harmless. All joint credit card accounts shall be closed and not used after today's date.
. Each party shall maintain their own vehicles and any encumbrances.
. Plaintiff shall pay Defendant the amount of $\$ 10,000.00$ as and for her attorney's fees at a rate of $\$ 555.00$ per month until paid in full. The $\$ 555.00$ monthly payment shall be paid directly to Defendant and commence September 1, 2015 and shall be due by the 15th of each month.
. Plaintiff agrees and consents to allow Defendant to immediately move out of state (to California) with the children. Defendant will make every effort to move prior to school starting.
. Father shall have VISITATION with the minors one weekend per month with a three week notice to Defendant on what weekend visitation he will choose.
. There shall be no limits on when Father has contact by telephone or skype with the minors and the minors shall have teenage discretion.
. Mother shall provide transportation for visitation purposes for the minors in even months; Father shall provide the transportation in odd months.
. For Thanksgiving, winter break, and spring break each year, Father shall have visitation with the minors and the receiver shall provide the transportation for these three holidays. Other than these three holidays, the parties shall use Department B's standard holiday schedule which should be incorporated into the Decree. Father shall also have two weeks of visitation with the minors each summer.
. Each party shall enroll and complete the C.O.P.E. class, (Defendant has already completed).
. Nevada shall maintain jurisdiction for the purposes of addressing the bonus issue if necessary.

| PRINT DATE: | $01 / 27 / 2021$ | Page 22 of 30 | Minutes Date: | May 15, 2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.
. Defendant agrees that if she is contacted for any bill collection, she shall immediately inform Plaintiff to give an opportunity for the matter to be settled prior to filing anything through the courts.
. Defendant shall maintain her current last name.

Court ORDERED, all conditions, as outlined above, shall become Orders of this Court. This is a binding agreement as of today's date under EDCR 7.50. An Absolute Decree of Divorce is GRANTED. The parties are returned to a single, unmarried status.

FURTHER, Mr. Smith shall prepare the Decree. All future dates are VACATED. As soon as the Decree is filed, this case shall be closed.

CLERK'S NOTE: A copy of this minute order shall be provided to counsel's office by e-mail. 8/12/15 ck

## INTERIM CONDITIONS:

## FUTURE HEARINGS:

| PRINT DATE: | $01 / 27 / 2021$ | Page 23 of 30 | Minutes Date: | May 15,2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

## DISTRICT COURT

 CLARK COUNTY, NEVADADivorce - Complaint
COURT MINUTES
February 03, 2016

D-13-477883-D Bartholomew M Mahoney, Plaintiff
vs.
Bonnie M Mahoney, Defendant.

February 03, 2016 10:30 AM Status Check
HEARD BY: Marquis, Linda

# COURTROOM: Courtroom 07 

COURT CLERK: Michelle Prescott

## PARTIES:

Bartholomew Mahoney, Plaintiff, Counter
Defendant, not present
Bonnie Mahoney, Defendant, Counter
Aaron Grigsby, Attorney, not present

Claimant, not present
Brigitte Mahoney, Subject Minor, not present
Sophie Mahoney, Subject Minor, not present

## JOURNAL ENTRIES

- STATUS CHECK

There being no appearance by either party.
MATTER OFF CALENDAR

## INTERIM CONDITIONS:

## FUTURE HEARINGS:

| PRINT DATE: | $01 / 27 / 2021$ | Page 24 of 30 | Minutes Date: | May 15,2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

# DISTRICT COURT CLARK COUNTY, NEVADA 

D-13-477883-D Bartholomew M Mahoney, Plaintiff<br>vs.<br>Bonnie M Mahoney, Defendant.

August 22, $2019 \quad$ 9:15 AM All Pending Motions

HEARD BY: Ochoa, Vincent

COURTROOM: Courtroom 07

COURT CLERK: Yvette Clayton

PARTIES:<br>Bartholomew Mahoney, Plaintiff, Counter<br>Defendant, not present<br>Bonnie Mahoney, Defendant, Counter<br>Claimant, present<br>Brigitte Mahoney, Subject Minor, not present<br>Sophie Mahoney, Subject Minor, not present

Aaron Grigsby, Attorney, present
Radford Smith, Attorney, not present

JOURNAL ENTRIES

- MOTION TO REDUCE ARREARS TO JUDGMENT...DEFENDANT'S MOTION TO REDUCE ARREARAGES, INTEREST, AND PENALTIES TO JUDGMENT; TO MODIFY ALIMONY; TO REVIEW CHILD SUPPORT, FOR SANCTIONS AND ATTORNEY'S FEES AND COSTS...PLAINTIFF'S OPPOSITION TO MOTION TO REDUCE ARREARAGES, INTEREST AND PENALTIES TO JUDGMENT; TO MODIFY ALIMONY; TO REVIEW CHILD SUPPORT, FOR SANCTIONS AND ATTORNEY'S FEES AND COST AND COUNTERMTOION TO STRIKE MOTION AND FOR ATTORNEY'S FEES AND COSTS

Kimberly Stutzman bar \#14085 appeared for Attorney Smith on behalf of Defendant.
Mr. Grigsby stated he filed an opposition yesterday. Counsel stated Plaintiff has paid support and requested it be extended out. Court reviewed the motions.

Arguments by Ms. Stutzman regarding alimony. Counsel requested attorney's fees.

| PRINT DATE: | $01 / 27 / 2021$ | Page 25 of 30 | Minutes Date: | May 15,2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

Discussion. Court noted if Plaintiff did not pay his $20 \%$ it will go to $35 \%$.
Court noted the issue of alimony is properly raised and opposed and will be taken under advisement before it ends.

COURT ORDERED, as follows:
Plaintiff shall provide his W2 forms for 2015, 2016, 2017 and 2018.
Both sides shall exchange bank records.
Discovery is open under condition Plaintiff provide his W2 forms first.
Plaintiff shall file a Financial Disclosure Form (FDF).
Counsel may brief the issues.
Motions continued to 11-13-19 at 9:15 AM.

## INTERIM CONDITIONS:

## FUTURE HEARINGS:

Nov 13, 2019 9:15AM Motion
Defendant's Motion to Reduce Arrearages, Interest, and Penalties to Judgment; to Modify Alimony; to Review Child Support, for Sanctions and Attorney's Fees and Costs Courtroom 07 Ochoa, Vincent

Nov 13, 2019 9:15AM Motion to Reduce Arrears to Judgment Courtroom 07 Ochoa, Vincent

Nov 13, 2019 9:15AM Opposition \& Countermotion
Plaintiff's Opposition to Motion to Reduce Arrearages, Interest and Penalties to Judgment; to Modify Alimony; to Review Child Support, for Sanctions and Attorney's Fees and Costs and Countermotion to Strike Motion and for Attorney's Fees and Costs
Courtroom 07 Ochoa, Vincent

| PRINT DATE: | $01 / 27 / 2021$ | Page 26 of 30 | Minutes Date: | May 15,2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

## DISTRICT COURT CLARK COUNTY, NEVADA

D-13-477883-D Bartholomew M Mahoney, Plaintiff vs.
Bonnie M Mahoney, Defendant.
November 13, 9:15 AM All Pending Motions

2019

HEARD BY: Ochoa, Vincent

COURTROOM: Courtroom 07

COURT CLERK: Yvette Clayton
PARTIES:

Bartholomew Mahoney, Plaintiff, Counter
Defendant, present
Bonnie Mahoney, Defendant, Counter
Claimant, present
Brigitte Mahoney, Subject Minor, not present
Sophie Mahoney, Subject Minor, not present

Aaron Grigsby, Attorney, present
Radford Smith, Attorney, not present

## JOURNAL ENTRIES

- DEFENDANT'S MOTION TO REDUCE ARREARAGES, INTEREST, AND PENALTIES TO JUDGEMENT; TO MODIFY ALIMONY; TO REVIEW CHILD SUPPORT, FOR SANCTIONS AND ATTORNEY'S FEES AND COSTS...MOTION TO REDUCE ARREARS TO JUDGEMENT...PLAINTIFF'S OPPOSITION MOTION TO REDUCE ARREARAGES. INTEREST AND [PENALTIES;TOES TO JUDGMENT; TO MODIFY ALIMONY; TO REVIEW CHILD SUPPORT, FOR SANCTIONS AND ATTORNEY'S FEES AND COSTS AND COUNTERMOTION TO STRIKE MOTION AND FOR ATTORNEY'S FEES AND COSTS...PLAINTIFF'S REPLY IN SUPPORT OF HER MOTION TO REDUCE ARREARAGES, INTEREST, AND PENALTIES TO JUDGMENT; TO MODIFY ALIMONY; TO REVIEW CHILD SUPPORT, FOR SANCTIONS AND ATTORNEY'S FEES AND COSTS

Kimberly Stutzman bar \#14085 appeared for Attorney Smith on behalf of Defendant.

Discussion regarding arrearages. Mr. Grigsby stated the numbers were off and requested an EH. Ms.

| PRINT DATE: | $01 / 27 / 2021$ | Page 27 of 30 | Minutes Date: | May 15, 2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

Stutzman requested more time to conduct discovery. Ms. Stutzman confirmed the arrearages goes back to September 2015. Ms. Stutzman addressed the Plaintiff's bonuses and requested more information.

## COURT ORDERED, as follows:

Evidentiary Hearing (EH) SET 5/7/20 at 1:30 PM, (1/2 day). Scheduling Order Issued and will be sent out by Court.

Discovery is OPEN. Defendant shall have 150 days to conduct discovery. Discovery shall end 45 days before the EH.

Plaintiff shall file a Financial Disclosure Form (FDF) within 20 days.
Within 30 days Plaintiff shall provide a list to Defendant of every banking institution, credit union and money order he used to pay and any thing not list on list, he cannot bring into the Evidentiary Hearing.

Ms. Stutzman shall write the Plaintiff regarding clarification on the bonuses. If Plaintiff does not cooperate, Ms. Stutzman may subpoena the bonus records. Defendant shall provide documentation to Plaintiff that she did inquire about the bonuses.

Ms. Stutzman shall prepare the Order and Mr. Grigsby shall review then sign off.

## INTERIM CONDITIONS:

## FUTURE HEARINGS:

| PRINT DATE: | $01 / 27 / 2021$ | Page 28 of 30 | Minutes Date: | May 15,2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

## DISTRICT COURT CLARK COUNTY, NEVADA

D-13-477883-D Bartholomew M Mahoney, Plaintiff
vs.
Bonnie M Mahoney, Defendant.

December 03, 2020 9:15 AM Evidentiary Hearing
HEARD BY: Ochoa, Vincent

COURT CLERK: Yvette Clayton

## PARTIES:

Bartholomew Mahoney, Plaintiff, Counter
Defendant, not present
Bonnie Mahoney, Defendant, Counter
Claimant, not present
Brigitte Mahoney, Subject Minor, not present
Sophie Mahoney, Subject Minor, not present

COURTROOM: Courtroom 07

JOURNAL ENTRIES

- Attorney Kimberly Stutzman appeared by audiovisual with Defendant.

Counsel stated she sent Plaintiff's Defendant's exhibits. Counsel noted Plaintiff does not have an attorney.

Court noted Plaintiff was fully notice about today's trial.
Defendant sworn and testified.

Testimony and exhibits presented (see worksheet)
COURT ORDERED, as follows:
Counsel shall send the Clerk the amended Exhibit C within 24 hrs.

| PRINT DATE: | $01 / 27 / 2021$ | Page 29 of 30 | Minutes Date: | May 15, 2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

Child support for (2) children set at $\$ 2,534.98$ from $6 / 1 / 19-8 / 1 / 20$; then child support is set for one child at $\$ 1,796.00$ from 9/1/20.

A Wage Assignment is issued to collect all child support and child support arrearages from 6/1/19 until the oldest child graduates from high school.

The $\$ 135,169.16$ from the bonus Defendant is entitled to is reduced to JUDGMENT and collectible by any legal means.

Counsel shall submit a memorandum of fees and cost within two (2) weeks with the exact amount with an Affidavit. Counsel noted her fees are about $\$ 20,000$. Court is inclined to grant most of the attorney's fees for preparation of today's hearing.

The attorney's fees that has already accrued in the amount of $\$ 6,628.00$ is REDUCED to JUDGMENT and can be collectible by any legal means.

The sum for unpaid support in the amount of $\$ 35,290.40$ is REDUCED to JUDGMENT and collectible by any legal means

The unpaid (unreimburst) orthodontics in the amount of $\$ 3,200.00$ is REDUCED to JUDGMENT.
Ms. Stutzman shall prepare the Order.

## INTERIM CONDITIONS:

## FUTURE HEARINGS:

| PRINT DATE: | $01 / 27 / 2021$ | Page 30 of 30 | Minutes Date: | May 15,2013 |
| :--- | :--- | :--- | :--- | :--- |

Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

Case No. D-13-477883-D
DEPARTMENT S
Honorable Vincent Ochoa
DEFENDANT'S EVIDENTIARY HEARING EXHIBITS INDEX
DATE: December 3, 2020
TIME: 9:00 a.m.

| Exh. | Description | Offer | Object | Admit |
| :--- | :--- | :--- | :--- | :--- |
| A. | Bonnie's Financial Disclosure Form |  |  |  |
| B. | Bart's Financial Disclosure Form | $12 / 3 / 24$ | $12 / 3 / 2$ |  |
| C. | Schedule of Arrears, including demonstrative <br> exhibits: <br> 1. Child Support and Alimony Arreas | $12 / 3 / 20$ | $12 / 3 / 20$ |  |


| H. | Subpoena response from Southern Glazier Wine and Spirits | $12 / 3120$ | $12 / 3 / 20 \mathrm{bs}$ |
| :---: | :---: | :---: | :---: |
| I. | Subpoena response from Resorts World Las Vegas | $12 / 3 / 20$ | $12 / 3120$ |
| J. | Subpoena response from Golden Entertainment | 12132 | $12 / 3,24$ |
| K. | Chase Checking Account ending \#1595, statements from December 2014 to February 2020 |  |  |
| L. | Zelle Transfers between the parties |  |  |
| M. | Transfers from Bart to Bonnie, June 2019 through to March 2020 |  |  |
| N. | Reserved |  |  |
| 0. | Letter from A. Grigsby, dated December 13, 2019 |  |  |
| P. | Reserved |  |  |
| Q. | Emails between the parties September 2015 email string regarding transportation fees |  |  |
| R. | Emails between the parties January 2016 and February 2016 emails regarding orthodontist expenses | $12 / 3 / 20$ | $12 / 3 / 20$ /3 |
| S. | Emails between the parties January 2019 email regarding arrears |  |  |
| T. | Email re IRS Tax Issues, February 2018 |  |  |
| U. | Email re Brigitte Ortho Fees |  |  |
| V. | Attached copies of Brigitte billing |  |  |
| W. | Letter from Merrick Bank re Collections, February 18, 2016 |  |  |
| X. | Email re Brigitte Ortho Fees with Bills attached |  |  |
| Y. | Emails re Overdue Bills |  |  |
| Z. | Lake Avenue Ortho - Financial Arrangements for Patients | $12 / 370$ | $12 / 3 / 2{ }^{\circ}$ |
| AA. | Emails between the parties re Divorce Decree, November 20, 2015 |  |  |
| BB. | Emails between the parties re Support is past due, January 14-28, 2019 |  |  |
| CC. | Emails between the parties re Possible Suspension - Sophia Mahoney, March 28, 2019 - April 30, 2019 |  |  |
| DD. | Emails between the parties re US, March 13, 2014 |  |  |
| EE. | Text Messages between the parties, beginning April 2017 | 123320 | $12 / 3120$ |


| FF. | Radford J. Smith, Chartered Billing Statements |  |  |  |
| :--- | :--- | :--- | :--- | :--- |
| GG. | Subpoena Response from Wynn Las Vegas | $12 / 3 / 2$ | $12 / 3 / 2$ |  |

Dated this $25^{\text {th }}$ day of November 2020.
RADFORD J. SMITH, CHARTERED
/s/ Kimberly A. Stutzman
KIMBERLY A. STUTZMAN, ESQ.
Nevada State Bar No. 014085
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorney for Defendant

## 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 "DEFENDANT'S LIST OF TRIAL EXHIBITS" on December 2, 2020, to all interested parties as follows:
$\triangle$ 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;

Bart Mahoney<br>7960 Rafael Rivera Way, \#300<br>Las Vegas, NV 89113<br>Bart Mahoney bmmlv27@gmail.com<br>/s/Courtney Janson<br>An employee of Radford J. Smith, Chartered

# EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE NOTICE OF DEFICIENCY <br> ON APPEAL TO NEVADA SUPREME COURT 

AARON F. GRIGSBY
2880 W. SAHARA AVE.
LAS VEGAS, NV 89102
DATE: January 27, 2021
CASE: D-13-477883-D

RE CASE: BARTHOLOMEW M. MAHONEY vs. BONNIE M. MAHONEY
NOTICE OF APPEAL FILED: January 26, 2021 (1)

## YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

## PLEASE NOTE: DOCUMENTS NOT TRANSMITTED HAVE BEEN MARKED:

$\boxtimes \quad \$ 250$ - Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**

- If the $\$ 250$ Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
$\square \quad \$ 24$ - District Court Filing Fee (Make Check Payable to the District Court)**
$\boxtimes \quad \$ 500$ - Cost Bond on Appeal (Make Check Payable to the District Court)**
- NRAP 7: Bond For Costs On Appeal in Civil Cases
- Previously paid Bonds are not transferable between appeals without an order of the District Court.
$\square \quad$ Case Appeal Statement
- NRAP 3 (a)(1), Form 2

Order
$\square \quad$ Notice of Entry of Order
NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:
"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. The district court clerk shall apprise appellant of the deficiencies in writing, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision ( g ) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.
**Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.

## Certification of Copy

## State of Nevada

## County of Clark $\}$ <br> SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER AND JUDGMENT; NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER AND JUDGMENT FROM THE DECEMBER 3, 2020 EVIDENTIARY HEARING; DISTRICT COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

BARTHOLOMEW M. MAHONEY,
Plaintiff(s), vs.

BONNIE M. MAHONEY,
Defendant(s),
now on file and of record in this office.

Case No: D-13-477883-D
Dept No: S

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the Court at my office, Las Vegas, Nevada This 27 day of January 2021,

Steven D. Grierson, Clerk of the Court


Heather Ungermann, Deputy Clerk

