

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

BARTHOLOMEW MAHONEY,

Appellant,

vs.

BONNIE MAHONEY,

Respondent.

No. 82412

Electronically Filed
Feb 22 2021 01:44 p.m.

Elizabeth A. Brown
Clerk of the Supreme Court

DOCKETING STATEMENT
CIVIL APPEALS

GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Eighth Department S
County Clark Judge Honorable Vincent Ochoa
District Ct. Case No. D-13-477883-D

2. Attorney filing this docketing statement:

Attorney Aaron Grigsby Telephone 702-202-5235
Firm Grigsby Law Group
Address 2880 W. Sahara Ave
Las Vegas, Nevada 89102

Client(s) Bartholomew Mahoney

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondents(s):

Attorney Kimberly Stutzman Telephone (702) 990-6448
Firm Radford J. Smith, Chartered
Address 2470 St. Rose Parkway Suite 206
Henderson, Nevada 89014

Client(s) Bonnie Mahoney

Attorney _____ Telephone _____
Firm _____
Address _____

Client(s) _____

(List additional counsel on separate sheet if necessary)

4. Nature of disposition below (check all that apply):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input checked="" type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Grant/Denial of injunction | <input type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input type="checkbox"/> Other disposition (specify): _____ |

5. Does this appeal raise issues concerning any of the following?

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

Mahoney v. Mahoney, docket number 82413

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

N/A

8. Nature of the action. Briefly describe the nature of the action and the result below:

On May 9, 2019 Ms. Mahoney 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.

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

1. Whether the district court erred in ruling against Mr. Mahoney when he was not noticed of the Evidentiary Hearing by the Court.
2. Whether the district court violated Mr. Mahoney's due process rights.
3. Whether public policy is violated when a default judgment is taken against a pro per litigant where the hearing is held by alternative means and the pro per litigant is not advised of the alternative means appearance.

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

N/A

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

12. Other issues. Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent(identify the case(s))

☒ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first impression

☒ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

13. Assignment to the Court of Appeals or retention in the Supreme Court. Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

This matter is presumptively assigned to the Nevada Court of Appeals pursuant to NRAP 17 (b)(10)

14. Trial. If this action proceeded to trial, how many days did the trial last? 1

Was it a bench or jury trial? Bench

15. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

N/A

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from December 28, 2020

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

17. Date written notice of entry of judgment or order was served December 28, 2020

Was service by:

☐ Delivery

☒ Mail/electronic/fax

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b) Date of filing _____

☐ NRCP 52(b) Date of filing _____

☐ NRCP 59 Date of filing _____

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. ___, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion _____

(c) Date written notice of entry of order resolving tolling motion was served _____

Was service by:

☐ Delivery

☐ Mail

19. Date notice of appeal filed January 26, 2021

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., *NRAP 4(a)* or *other*

NRAP 4(a)(1)

SUBSTANTIVE APPEALABILITY

21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

- | | |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRAP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |
| <input type="checkbox"/> Other (specify) _____ | |
-

(b) Explain how each authority provides a basis for appeal from the judgment or order:
NRAP 3A(b) permits an appeal to be taken from a final judgment in an action.

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

Bartholomew Mahoney, Appellant

Bonnie Mahoney, Respondent

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

On May 9, 2019 Bonnie Mahoney filed a Motion to adjudicate the arrears. Mr. Mahoney filed an Opposition and Countermotion. An evidentiary hearing was set on the Motion and Countermotion. 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.

24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

☒ Yes

☐ No

25. If you answered "No" to question 24, complete the following:

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☐ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☐ No

26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

27. Attach file-stamped copies of the following documents:

- e The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- e Any tolling motion(s) and order(s) resolving tolling motion(s)
- e Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- e Any other order challenged on appeal
- e Notices of entry for each attached order

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Bartholomew Mahoney
Name of appellant

Aaron D. Grigsby
Name of counsel of record

Feb 22, 2021
Date

/s/ Aaron Grigsby
Signature of counsel of record

Clark County Nevada
State and county where signed

CERTIFICATE OF SERVICE

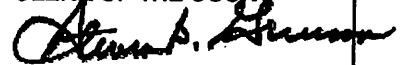
I certify that on the 22 day of February, 2021, I served a copy of this completed docketing statement upon all counsel of record:

- ☐ By personally serving it upon him/her; or
- ☐ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Electronic filing via e-flex system
Kimberly Stutzman, Esq
Radford J. Smith, Chartered
2470 St. Rose Parkway Suite 206
Henderson, Nevada 89014
kstutzman@radfordsmith.com

Dated this 22 day of February, 2021

/s/ Aaron Grigsby
Signature



1 MOT

2 RADFORD J. SMITH, CHARTERED

3 KIMBERLY A. STUTZMAN, ESQ.

4 Nevada State Bar No. 014085

5 2470 St. Rose Parkway Suite 206

6 Henderson, Nevada 89014

7 Telephone: (702) 990-6448

8 Facsimile: (702) 990-6456

9 kstutzman@radfordsmith.com

10 Attorneys for Defendant

11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 BARTHOLOMEW M. MAHONEY, JR.,

14 Plaintiff,

15 vs.

16 BONNIE M. MAHONEY,

17 Defendant.

CASE NO.: D-13-477883-D

DEPT NO.: S

FAMILY DIVISION

ORAL ARGUMENT: Yes

18 NOTICE: YOU ARE REQUIRED TO FILE A WRITTEN RESPONSE TO THIS MOTION WITH
19 THE CLERK OF THE COURT AND TO PROVIDE THE UNDERSIGNED WITH A COPY OF
20 YOUR RESPONSE WITHIN 14 CALENDAR DAYS OF YOUR RECEIPT OF THIS MOTION.
21 FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN
22 14 CALENDAR DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE
23 REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT A HEARING PRIOR
24 TO THE SCHEDULED HEARING DATE.

25 MOTION TO REDUCE ARREARAGES, INTEREST, AND PENALTIES TO
26 JUDGMENT; TO MODIFY ALIMONY; TO REVIEW CHILD SUPPORT, FOR
27 SANCTIONS AND ATTORNEY'S FEES AND COSTS

28 Date of Hearing:

Time of Hearing:

1 COMES NOW Defendant, BONNIE M. MAHONEY by and through her attorneys
2 Kimberly A. Stutzman, Esq. of the firm of Radford J. Smith, Chartered, and moves this
3 Court for its orders as follows:
4

5 1. For an Order Reducing Plaintiff, BARTHOLOMEW M. MAHONEY, JR.,
6 total amount of child and spousal support, attorney fees, and health insurance arrearages,
7 including interest and penalties, in the amount of \$53,257.86¹ to judgment;
8

9 2. For an Order sanctioning Plaintiff pursuant to EDCR 7.60 for his failure to
10 abide by the Court's Orders;
11

12 3. For a review and modification of Child Support pursuant to NRS 125B.145;
13

14 4. For a review, modification, and extension of Alimony pursuant to NRS
15 125.150(8);
16

17 5. For an Order directing Defendant to pay Bonnie's reasonable attorney fees
18 and costs; and
19

20 6. For such other and further relief as to the Court may find proper.
21
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¹ Plaintiff submits that she will update this number as needed.

1 This motion is made and based upon the points and authorities attached hereto, all
2 pleadings and papers on file in this matter, the evidence attached hereto, and any oral
3 argument or evidence adduced at the time of the hearing of this matter.
4

5 Dated this 7th day of May 2019.
6

7 RADFORD J. SMITH, CHARTERED

8 R. Stutzman
9 KIMBERLY A. STUTZMAN, ESQ.

10 Nevada State Bar No. 014085

11 2470 St. Rose Parkway, Suite 206

12 Henderson, Nevada 89074

13 Telephone: (702) 990-6448

14 *Attorneys for Plaintiff*

15 I.

16 INTRODUCTION

17 Defendant, BONNIE MAHONEY ("Bonnie") moves to collect child support,
18 alimony, attorney fees, and health insurance arrearages, and to sanction Plaintiff,
19 BARTHOLOMEW M. MAHONEY, JR ("Bart") in contempt for his failure to pay child
20 support, alimony, attorney fees, and health insurance due under the parties' Decree of
21 Divorce ("Decree") filed February 3, 2016. The total amount of arrearages, including legal
22 interest and penalties, is \$53,257.86².
23

24 Bonnie has attempted to resolve these issues with Bart pursuant to EDCR 5.501.
25 Bart, however, refuses to comply with the parties' Decree. Moreover, at the end of 2018,
26 Bonnie lost her job. Though Bonnie is actively seeking alternative employment, she is
27

28 ² When Bart sends Bonnie funds, it is in one transfer. The funds are usually not the full amount. Moreover,
it is not clear which funds are alimony or child support.

1 dependent on Bart's child support and alimony to provide for their children, BRIGITTE
2 MAHONEY, born October 29, 2001 (age 17), and SOPHIA MAHONEY, born June 12,
3 2004 (age 14).

4
5 Bonnie has put off litigation for more than a year because she does not have
6 sufficient funds to meet Bart on an equal footing. Moreover, because Bart does not pay her
7 the proper amount of support, she can barely meet her own expenses³. Unfortunately, she
8 can no longer put off litigation regarding Bart's nonpayment.
9

10
11 As a result, Bonnie seeks an order reducing Bart's unpaid obligations to judgment.
12 Bonnie further seeks to review and modify child support and alimony. Finally, Bonnie
13 seeks an award of reasonable attorney's fees and costs, and sanctions against Bart for
14 having to file this motion to force his compliance with the parties' Decree and the court's
15 orders.
16

17 II.

18 STATEMENT OF FACTS

19
20 The parties, Defendant, BONNIE MAHONEY ("Bonnie") and Plaintiff,
21 BARTHOLOMEW M. MAHONEY, JR. ("Bart") divorced by stipulated Decree of this
22 court filed February 3, 2016.
23
24
25
26
27

28 ³ Bonnie has had to use credit cards and essentially liquidate accounts to simply maintain her expenses. She has also had to borrow money from her parents, cousins, god brother, and friends.

1 The parties have two minor children, BRIGITTE MAHONEY ("Brigitte"), born
2 October 29, 2001 (age 17), and SOPHIA MAHONEY ("Sophia"), born June 12, 2004 (age
3 14).
4

5 Pursuant to the parties' Decree, they share joint legal custody. Bonnie was granted
6 primary physical custody of the minor children subject to Bart specific visitations. The
7 parties also agreed that Bonnie could relocate to California with the children. They have
8 lived in California since the parties' divorce. Bonnie currently lives in Pasadena,
9 California.
10
11

12 **1. Bart's Failure to Pay Bonnie Child and Spousal Support**

13

14 The Decree obligates Bart to pay Bonnie child support in the amount of \$1,091 per
15 child per month, for a total of \$2,182 per month. *See* Decree of Divorce, page 5, line 8.
16 One-half of the total amount of child support is due on the 5th of each month, and the
17 remaining half is due by the 25th of each month. *See* Decree, page 5, line 10.
18

19 The Decree also obligates Bart to pay Bonnie spousal support in the amount of
20 \$2,668 per month for four (4) years beginning September 1, 2015. *See* Decree, page 6, line
21 26. One-half of the total amount of child support is due on the 5th of each month, and the
22 remaining half is due by the 25th of each month. *See* Decree, beginning page 6, line 28.
23
24

25 Bart has not timely or fully paid his obligations to Bonnie. Rather than pay the total
26 amount due prior to the 5th and 25th of each month, Bart pays Bonnie sporadically. Bonnie,
27
28

1 however, has kept a record of the total amount received each month. *See* Schedule of
2 Arrears, filed separately.
3

4 Bart, however, electronically transfers funds to Bonnie. Because he did not specify
5 what the amounts are for, Bonnie kept a record of the total amount due, \$4,850, and the
6 total amount received that month. *Id.*
7

8 From September 2015 through to the present, Bart generally pays less than the
9 amount that he owes. Bonnie submits that Bart's late payment of support causes him to be
10 subject to the statutory penalty. Those penalties are calculated as part of Bonnie's Schedule
11 of Arrearages. *Id.*
12

13
14 Bonnie routinely requests that Bart pay timely and in full. Bart refuses. *See*
15 Examples of Communication from Bonnie to Bart, filed as Exhibit "1." When she has
16 asked for full payments, Bart claims he has paid more than the amount due for other
17 months. This, however, is not true. If Bart has paid more than the \$4,850, it was either for
18 payments towards his arrears or for his share of the children's school registration or book
19 fees, which Bonnie and the girls had to beg him to pay. It is important to note that this is
20 the only payment he made towards their education. Other than the few payments in excess
21 of \$4,850, he has not paid anything else toward the arrearages, interest, and statutory
22 penalties that accrued when he paid late or failed to pay at all. *See* Schedule of Arrears,
23 filed separately. The principal support arrearage due is \$28,630.
24
25
26
27
28

1 The interest and penalties that Bart owes related to his delinquencies in support are
2 calculated in Bonnie's Schedule of Arrearages. The interest is calculated at the legal
3 rate(s). The mandatory statutory penalty under NRS 125B.095 is calculated at 10 percent
4 per annum after 30 days of delinquency. The interest due is \$4,903.42. The penalties due
5 are \$7,857.35. Bart's total obligation to Bonnie for child support arrears, interest, and
6 penalties is \$41,390.77 at or about the time of the filing of this motion.
7

8 **2. Bart's Failure to Pay Bonnie's Attorney Fees**

9
10 Bart is delinquent on other payments he is required to make under the Decree. The
11 Decree obligates Bart to reimburse Bonnie attorney fees in the amount of \$10,000. Bart is
12 to pay Bonnie \$555 per month for the attorney fees directly until paid in full. See Decree,
13 page 7, line 10. Bart has failed to make these payments to Bonnie. As of the date of this
14 Motion, the Attorney Fees should be paid in full. Because Bart did not pay his attorney fee
15 payments timely, he is subject to interest calculated at the legal interest rate. As a result,
16 Bart owes Bonnie \$10,000 for the attorney fees, and \$1,867.09 in interest. As set forth in
17 the analysis of the attorney fee arrearages, Bart owes \$11,867.09. See Schedule of Arrears.
18
19
20
21

22 **3. Bart's failure to pay a portion of his Bonuses to Bonnie**

23
24 Moreover, the Decree orders Bart to pay Bonnie her portion of his bonuses each
25 year. He has failed to do so.

26 The Decree states in relevant part –
27

28 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Dad
receives bonuses annually and it is agreed that Dad shall pay Mom twenty-

1 five percent (25%) of the after-tax amount of the bonus for a period of four
2 years, commencing September 1, 2015. For tracking purposes, Dad shall
3 provide Mom with a copy of his W-2 forms annually. If Dad does not
4 provide his W-2 forms to Mom by April 15th of each year, Dad shall be
5 responsible to pay Mom thirty-five (35%) of the after-tax amount of any
6 bonus he received for the period in which he failed to provide the W-2.

7 *See Decree of Divorce, page 5, lines 15-21. The court also reserved jurisdiction for the*
8 *purposes of addressing the bonuses. See Decree, page 7, lines 26-28.*

9 Despite Bonnie's requests, Bart has failed to provide her with his W2 forms or any
10 portion of the after-tax amount for 2015, 2016, 2017, and 2018. Because he has failed to
11 comply with the April 15th deadline each year, Bart should pay Bonnie with 35% of the
12 after-tax bonuses plus the legal interest that has accrued as a result of his non-payment.
13 Unfortunately, Bonnie is completely unable to confirm the amount of the bonus(es). For
14 these reasons, Bonnie submits that the court should order Bart to provide the documents, or
15 in the alternative, open discovery in this matter.
16
17
18

19 **4. Bonnie's Request to extend the time for receipt of alimony should be granted**

20 As discussed above, Bart's payments are untimely and sporadic. Until 2018, Bonnie
21 was able to get by on her income, the little support received, and credit cards.
22 Unfortunately, Bonnie's position was eliminated because the company's overhead was too
23 high and her former employer, Drago Culinary, is in the middle of an ongoing litigation
24 with Petersen Automotive Museum. As a result, the company is consistently losing money
25 and had to eliminate her position. Upon information and belief, her position, special events
26 and marketing, is being outsourced to Italy.
27
28

1 Bonnie has a Bachelor of Arts degree from the University of Nevada, Las Vegas, but
2 Bonnie has been unable to find replacement employment. One of the issues with her
3 resume is the amount of time between positions, from 2000-2016⁴, as a result of her time
4 staying home with the children as a housemaker. Because she was not at her last position
5 for a long enough period (approximately 1 year), her resume is still lacks sufficient
6 experience for most employers. As a result, she is still unemployed, but she is actively
7 searching for new employment. See Defendant's list of Job Applications, filed as Exhibit
8 "2."

12 Had Bonnie been receiving the correct support since 2016, she believes that she
13 would have been able to have a small savings account, retirement, and substantially less
14 debt. Bonnie previously earned on average about \$\$,458 gross per month⁵. Nevertheless,
15 without Bart's support, Bonnie's accounts are consistently overdrawn. She currently faces
16 eviction because she is three months behind on rent. The children's tuitions have not been
17 paid, and she has outstanding credit card debt. She has also borrowed \$20,000 in the last
18 few months to stay current. See Zelle Transfers between the parties, filed as exhibit "3."

22 On the other hand, Bart currently works for Golden Entertainment as the new Vice
23 President of Food and Beverage. See News article, filed as Exhibit "5", dated June 30,
24 2018. Prior to Golden Entertainment, Bart worked for Wynn Las Vegas. See Bart

27 ⁴ During this time, Bonnie volunteered, but she was not employed.

28 ⁵ Bonnie earned \$57,000 in 2017, \$50,000 plus some commission in 2018, and as of the date of this motion, \$0 in 2019. Thus on average, she earned \$53,500 the last 2 years, or \$4,458.33 per month.

1 Mahoney's LinkedIn, filed as Exhibit "6." He has also worked for the MGM Grand,
2 Bellagio, and Aria. Bart was previously the Vice President for Steve Wynn Encore and
3 Wynn properties for more than 2 years. Bart, however, was very secretive about the
4 parties' assets, even during the original divorce matter. Bart's deception continues. Though
5 he has a lucrative position, Bart continues to claim poverty. *See* Email exchanges between
6 the parties. Upon information and belief, Bart earns more than \$150,000 per year and
7 receives substantial bonuses. Bonnie, however, cannot put of litigation any longer. She
8 desperately needs Bart's assistance.

12 For these reasons, Bonnie requests that the court grant her motion to reduce the
13 unpaid arrears to judgment and her request to extend the alimony period of 2 years.

15 **5. Bart's non-payment of support has substantially impacted the children**

16 As discussed above, Bonnie is behind on her rent. Likewise, she is also behind on
17 the children's tuition. Bonnie ultimately has to withdraw Brigitte from Brigitte's private
18 school midway through the 2017-2018 school year. Brigitte is now homeschooled.

21 Bonnie also observes Brigitte to struggle with Bart's hostility as well as his almost
22 complete absence from Brigitte's life. When she was enrolled, Brigitte's private school
23 provided counseling for Brigitte to discuss her issues, but it only provided Brigitte with
24 minimal relief. Bonnie begged for Bart to attend therapy with Brigitte. She also provided
25 Bart with the names of multiple psychologists in their area who were willing to speak with
26 the family, but Bart never responded. *See* Exhibit 7.

1 Bonnie also struggles to continue paying Sophia's tuition. As a result, the school has
2 threatened to suspend Sophia if Bonnie does not pay the balance in full by the end of April
3 2019.
4

5
6 **III.**

7 **THE COURT SHOULD REDUCE BART'S CHILD SUPPORT AND ALIMONY**
8 **ARREARAGES TO JUDGMENT**

9 As addressed above, Bart owes arrearages in child support in the principal sum of
10 \$28,630. EDCR 5.507 states in relevant part:

11
12 A motion alleging the existence of arrears in payment of periodic child
13 support, spousal support, or other periodic payment shall be accompanied by
14 a separately filed schedule showing the date and amount of each payment
due, and the date and amount of any payments received.

15 Bonnie's Schedule of Arrearages sets forth the interest and penalties that have accrued on
16 Bart's child support obligation.

17
18 The court may enter an order reducing any support arrearages to judgment. NRS
19 125.180 states as follows -

20
21 1. When either party to an action for divorce, makes default in paying any
22 sum of money as required by the judgment or order directing the payment
23 thereof, the district court may make an order directing entry of judgment for
24 the amount of such arrears, together with *costs and a reasonable attorney's*
fee.

25 2. The application for such order shall be upon such notice to the defaulting
26 party as the court may direct.

27 3. The judgment may be enforced by execution or in any other manner
28 provided by law for the collection of money judgments.

1 4. The relief herein provided for is in addition to any other remedy provided
2 by law.

3 [Emphasis added.]

4 The court may also award interest on the child support arrearages owed. NRS
5
6 125B.140 states in relevant part –

7 1. Except as otherwise provided in chapter 130 of NRS and NRS 125B.012:

8
9 (a) If an order issued by a court provides for payment for the support of
10 a child, that order is a judgment by operation of law on or after the date a
11 payment is due. Such a judgment may not be retroactively modified or
12 adjusted and may be enforced in the same manner as other judgments of
this state.

13
14 2. Except as otherwise provided in subsection 3 and NRS 125B.012,
125B.142 and 125B.144:

15 (c) The court shall determine and include in its order:

16 (1) *Interest upon the arrearages* at a rate established pursuant to
17 NRS 99.040, from the time each amount became due; and

18 (2) A reasonable attorney's fee for the proceeding,
19 unless the court finds that the responsible parent would experience an
20 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.*

21 [Emphasis added.] Further, the Court must accrue a penalty of 10% per annum on all
22 arrearages past thirty (30) days delinquent. NRS 125B.095.

23
24 Bart owes penalties for nonpayment of his child support obligation. The amount of
25 interest owed as of the date of Bonnie's Schedule of Arrearages is \$4,903.42. The amount
26 of statutory penalty (under NRS 125B.095) is \$7,857.35. See Schedule of Arrears. The
27 total sum of support arrearages, including interest and penalties, due as of the date of the
28

1 execution of the Schedule of Arrears is \$41,390.77. Bonnie requests that the Court reduce
2 that sum to judgment. Bonnie further requests that under NRS 125.140 and NRS 125.180,
3 the Court order Bart to pay Bonnie's reasonable attorney's fees incurred in the prosecution
4 of her Motion to reduce child support arrearages to judgment
5
6

7 **IV.**

8 **THE COURT SHOULD REDUCE BART'S UNPAID ATTORNEY FEES TO**
9 **JUDGMENT**

10 As set forth above, Bart has failed to pay Bonnie attorney fees due under the Court's
11 Decree. See Schedule of Arrearages. Bart owes Bonnie \$10,000 of unpaid attorney fees.
12 The Court should direct that all amounts due should accrue legal interest from the date of
13 the filing of this motion. NRS 17.115 reads:
14
15

16 When no rate of interest is provided by contract or otherwise by law, or
17 specified in the judgment, the judgment draws interest from the time of
18 service of the summons and complaint until satisfied, except for any amount
19 representing future damages, which draws interest only from the time of the
20 entry of the judgment until satisfied, at a rate equal to the prime rate at the
21 largest bank in Nevada as ascertained by the commissioner of financial
22 institutions on January 1 or July 1, as the case may be, immediately
23 preceding the date of judgment, plus 2 percent. The rate must be adjusted
24 accordingly on each January 1 and July 1 thereafter until the judgment is
25 satisfied.

26 Moreover, when parties to pending litigation enter into a settlement, they enter into a
27 contract. Such a contract is subject to general principles of contract law. *Grisham v.*
28 *Grisham*, 289 P.3d 230, 234 (Nev. 2012) (citations omitted). NRS 99.040 accounts for the

1 interest rate when it is not fixed by express contract for certain types of transactions. That
2 statute reads:
3

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

10 (a) Upon contracts, express or implied, other than book accounts.

11 (b) Upon the settlement of book or store accounts from the day on which
12 the balance is ascertained.

13 (c) Upon money received to the use and benefit of another and detained
14 without his or her consent.

15 (d) Upon wages or salary, if it is unpaid when due, after demand therefor
16 has been made.

17 The rate must be adjusted accordingly on each January 1 and July 1
18 thereafter until the judgment is satisfied.

19 Here, Bart and Bonnie entered into a settlement. The Decree is subject to general
20 principles of contract law. The parties did not expressly fix an interest rate. The current
21 prime interest rate is 4.50%. A 6.50% interest rate applies to Bart's nonpayment. The
22 interest due is \$1,867.09. The total amount, including interest, is \$11,867.09. Bonnie
23 requests that the enter its judgment in favor of Bonnie and against Bart in that amount, and
24 that it includes in that judgment the payment of legal interest from the date of the filing of
25 this Motion. The court should also include the legal interest rate in calculating Bart's non-
26 payment of Bonnie's portion of the bonuses. That figure, once determined, will be
27 supplemented.
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V.

**THE COURT SHOULD SANCTION BART FOR VIOLATING THE COURT'S
ORDERS**

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.

Here, Bart's failures to pay are willful. Bart is a successful businessman. Upon information and belief Bart receives 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. The Court should enter its order sanctioning Bart for his nonpayment of child support, alimony, and attorney's fees due under the Court's decree.

As a result of Bart's noncompliance, he has unnecessarily multiplied the proceedings in this matter by failing to comply with the Court's orders. Bonnie has 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 this Motion. The Court should sanction Bart due to his continued, and repeated violations of the Court's orders.

1 Bart should be sanctioned in order to ensure his compliance in the future. Unless he
2 is sanctioned with a monetary fine, Bart will continue to consider himself above the law
3 and will not abide by the court's orders.
4

5 Further, Bonnie seeks a judgment against Bart for the fees she has had to expend in
6 filing this Motion and in attempting to seek Bart's compliance with the Court's orders. A
7 memorandum of fees and costs incurred by Bonnie in filing of this Motion shall be
8 produced to the Court upon the Court's direction. Bonnie seeks judgment against Bart for
9 the full amount of fees and costs she has incurred.
10
11

12 VI.
13

14 **THE COURT SHOULD EXTEND THE PERIOD OF ALIMONY**

15 Pursuant to the Decree, Bart shall pay Bonnie \$2,668 per month for four (4) years
16 beginning September 1, 2015. Thus, Bonnie's period of alimony expires on September 30,
17 2019⁶. Bart, however, has not complied with the Decree, and as a result, Bonnie has not
18 received the full amount of the alimony agreed to in the stipulated Decree of Divorce.
19
20

21 NRS 125.150(8) states in relevant part –

22 [. . .] Payments . . . which have not accrued at the time a motion for
23 modification is filed may be modified upon a showing of changed
24 circumstances, whether or not the court has expressly retained jurisdiction
25 for the modification. In addition to any other factors the court considers
26 relevant in determining whether to modify the order, the court shall consider
27 whether the income of the spouse who is ordered to pay alimony, as
28 indicated on the spouse's federal income tax return for the preceding

⁶ See *Schryver v. Schryver*, 108 Nev. 190, 826 P.2d 569, 108 Nev. Adv. Rep. 35 (1992).

1 calendar year, has been reduced to such a level that the spouse is financially
2 unable to pay the amount of alimony the spouse has been ordered to pay.

3 Here, Bonnie seeks a modification of the term of her alimony. Based on the facts
4 presented above, Bonnie has been financially struggling as a result of Bart's non-payment.
5

6 For these reasons, she submits that the court should enter an order extending the
7 alimony for 2 years in the amount of support indicated in the decree \$2,668 per month. In
8 the alternative, Bonnie seeks an order extending her alimony for 1 year but increasing her
9 alimony to \$3,000 per month.
10

11 VII.

12 **BONNIE'S REQUEST FOR REVIEW AND MODIFICATION OF CHILD** 13 **SUPPORT SHOULD BE GRANTED** 14

15 NRS 125B.145(1) reads:
16

17 1. An order for the support of a child must, upon the filing of a request for
18 review by:

19 (a) The Division of Welfare and Supportive Services of the Department
20 of Health and Human Services, its designated representative or the
21 district attorney, if the Division of Welfare and Supportive Services or
22 the district attorney has jurisdiction in the case; or

23 (b) A parent or legal guardian of the child,
24 be reviewed by the court at least every 3 years pursuant to this section to
25 determine whether the order should be modified or adjusted. Each review
26 conducted pursuant to this section must be in response to a separate request.
27

28 Here, the last order regarding child support was filed on February 3, 2016, more than
three years ago. Subsequent to her motion, Bonnie will file an updated Financial
Disclosure Form. Because she is currently unemployed, Bonnie will file an updated FDF

1 upon securing employment. For those reasons, Bonnie requests that this Court review and
2 modify the child support award.
3

4 **VIII.**

5 **THE COURT SHOULD ENTER AN ORDER DIRECTING BART TO PAY**
6 **BONNIE'S REASONABLE ATTORNEY'S FEES AND COSTS INCURRED IN**
7 **THE PROSECUTION OF THIS MOTION**

8 As discussed above, Bart has multiplied these proceedings and as a result, Bonnie
9 has incurred attorney's fees and costs in the prosecution of this Motion. A request for an
10 order directing another party to pay attorney's fees must be based upon statute, rule or
11 contractual provision. *See, e.g., Rowland v. Lepire*, 99 Nev. 308, 662 P.2d 1332 (1983).
12 Here, there is a statutory mandate for an award of fees against a party shown to be in
13 arrearages in child support (NRS 125B.140).
14

15 Moreover, the Eighth Judicial District Rules are also a basis for an award of fees and
16 a fine (a penalty above the amount of reasonable attorneys and costs) based upon Bart's
17 breach of the Court's Decree.
18

19 As stated above, EDCR 7.60 allows an order for attorney's fees when a party
20 multiplies the proceedings or "Fails or refuses to comply with any order of a judge of the
21 court." EDCR 7.60(b)(5).
22

23 Here, Bart has refused to comply with the court's Decree requirement that he pay
24 child support, alimony, attorney fees, and health insurance to Bonnie. Bonnie has
25
26
27
28

1 attempted to resolve these issues with Bart, but he refuses. *See* Texts between parties, filed
2 separately as Exhibit "4."
3

4 For these reasons, Bonnie requests that the Court enter its judgment directing Bart to
5 pay all of her reasonable attorney's fees and costs incurred in the prosecution of this
6 Motion. Bonnie requests that Court enter judgment against Bart and in favor of Bonnie for
7 all reasonable attorney's fees and costs she has incurred in the prosecution of her Motion to
8 reduce those delinquencies to judgment.
9
10

11 IX.

12 CONCLUSION

13
14 For these reasons, Bonnie requests that the Court should enter the following orders –

15 1. For an Order Reducing Plaintiff, BARTHOLOMEW M. MAHONEY, JR.,
16 total amount of child and spousal support, attorney fees, and health insurance arrearages,
17 including interest and penalties, in the amount of \$53,257.86⁷ to judgment;
18

19 2. For an Order sanctioning Plaintiff pursuant to EDCR 7.60 for his failure to
20 abide by the Court's Orders;
21

22 3. For a review and modification of Child Support pursuant to NRS 125B.145;
23

24 4. For a review, modification, and extension of Alimony pursuant to NRS
25 125.150(8);
26
27

28

⁷ Plaintiff submits that she will update this number as needed.

1 5. For an Order directing Defendant to pay Bonnie's reasonable attorney fees
2 and costs; and
3

4 6. For such other and further relief as to the Court may find proper.

5 DATED this 7th day of May 2019.
6

7 RADFORD J. SMITH, CHARTERED

8 
9 KIMBERLY A. STUTZMAN, ESQ.

10 Nevada Bar No. 014085

11 2470 St. Rose Parkway, Suite 206

12 Henderson, Nevada 89074

Attorneys for Defendant
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DECLARATION OF BONNIE MAHONEY

COUNTY OF CLARK)
STATE OF NEVADA) ss:

BONNIE MAHONEY, declares and says:

1. I am the Defendant in the above-entitled matter.
2. I make this Declaration based upon facts within my own knowledge, save and except as to matters alleged upon information and belief and, as to those matters, I believe them to be true.
3. I have personal knowledge of the facts contained herein, and I am competent to testify thereto.
4. I have reviewed the foregoing Motion and can testify that the facts contained therein are true and correct to the best of my knowledge.
5. I hereby reaffirm and restate said facts as if set forth fully herein.

FURTHER AFFIANT SAYETH NAUGHT.


BONNIE MAHONEY

DATE: 5/3/19

MOFI

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

BARTHOLOMEW M. MAHONEY,

Plaintiff/Petitioner,

vs.

BONNIE M. MAHONEY,

Defendant/Respondent.

CASE NO.: D-13-477883-D

DEPT. NO.: B

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

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

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

☒ **\$25** The Motion/Opposition being filed with this form is subject to the \$25 reopen fee.

-OR-

☐ **\$0** The Motion/Opposition being filed with this form is not subject to the \$25 reopen fee because:

☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.

☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.

☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.

☐ Other Excluded Motion (must specify)_____.

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

☒ **\$0** The Motion/Opposition being filed with this form is not subject to the \$129 or the \$57 fee because:

☒ The Motion/Opposition is being filed in a case that was not initiated by joint petition.

☐ The party filing the Motion/Opposition previously paid a fee of \$129 or \$57.

-OR-

☐ **\$129** The Motion being filed with this form is subject to the \$129 fee because it is a motion to modify, adjust or enforce a final order.

-OR-

☐ **\$57** The Motion/Opposition being filed with this form is subject to the \$57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of \$129.

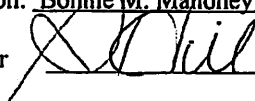
Step 3. Select the \$0, \$129 or \$57 filing fee in the box below.

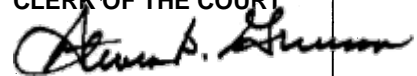
The total filing fee for the motion/opposition I am filing with this form is:

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

Party filing Motion/Opposition: Bonnie M. Mahoney Date: May 7, 2019

Signature of Party or Preparer





OPPC
The Grigsby Law Group
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DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

BARTHOLOMEW MAHONEY,

Plaintiff,

Case No. D-13-477883-D

vs.

Dept. No. S

BONNIE MAHONEY,

Defendant,

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

COMES NOW, Plaintiff, Bartholomew Mahoney by and
through his counsel, Aaron D. Grigsby, Esq. of the
Grigsby Law Group A.P.C, in 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

1 Countermotion to Strike Motion and for Attorney's
2 Fees and Costs. This Opposition and Countermotion
3 are made and based upon the attached Points and
4 Authorities, Pleadings and papers on file in this
5 action.

6 **MEMORANDUM OF POINTS AND AUTHORITIES**

7 Defendant has filed a procedurally defective
8 pleading devoid of accurate facts as part of her
9 attempts extort funds from Mr. Mahoney to support her
10 apparent refusal to contribute to the support of
11 herself and the parties minor children. Defendant is
12 requesting that Bartholomew Mahoney be held "in
13 contempt for his failure to pay child support,
14 alimony, attorney[s] fees and health insurance." The
15 irony is this case does not need nor deserve the
16 level of litigation and hostility Defendant is trying
17 to create. Her litigious and punitive acts are in
18 fact part of Defendant's modus operandi designed to
19 harass and control Bartholomew Mahoney.

20 The parties were divorced by stipulated Decree on
21 February 3, 2016¹. There are two minor children born
22 the issue of the marriage: Brigitte Mahoney born
23 October 29, 2001 and Sophia Mahoney born June 12,
24 2004. The Decree provides that the parties' share
25

26
27
28 ¹ It is requested that pursuant to NRS 47.130(b) this Court take judicial
notice of the Decree of Divorce filed February 3, 2016.

1 joint legal custody with Defendant having primary
2 physical custody of the parties' minor children.

3 **III. Jurisdiction**

4 "Subject matter jurisdiction deals with [a]
5 court's competence to hear a particular category of
6 cases²." "The burden of proving the jurisdictional
7 requirement is properly placed on the plaintiff³."

8 Subject matter jurisdiction derived from the
9 constitution or a statute, cannot be conferred on a
10 court by the parties' consent, agreement or waiver⁴.

11 The Uniform Child Custody Jurisdiction and
12 Enforcement Act (hereinafter UCCJEA), buttressed by
13 the Parental Kidnapping Prevention Act (hereinafter
14 PKPA) is the exclusive method of determining subject
15 matter jurisdiction in custody cases. Nevada is the
16 home state of the subject minor⁵.

17 **IV. Attempts to Resolve the Matter**

18 The local district court rules also require the
19 movant to attempt resolution of issues in dispute
20 prior to filing a motion in the family division⁶.
21 Defendant made no real attempt to comply with the
22
23

24 ² Black's Law Dictionary 1278 (5th ed. 1979)

25 ³ Morrison v. Beach City LLC, 116 Nev. 34, 36, 991 P.2d 982, 983 (2000)

26 ⁴ Moore v. Richardson, 332 Ark. 255, 964 S.W.2d 377

27 ⁵ NRS 125A

28 ⁶ EDCR 5.501(a)

1 applicable procedural rule regarding attempts at
2 resolution.

3 **V. Payment of Child and Spousal Support**

4 Pursuant to the terms of the Decree of Divroce,
5 Bartholomew Mahoney is required to make child and
6 spousal support payments of \$4,850.00 per month.
7 Specifically, he is required to pay \$1,091 per child
8 each month and \$2,668.00 for spousal support until
9 September 2019. Bartholomew Manoney disagrees with
10 Defendant's assertions that he has failed to make
11 timely payments of his support obligations.

12 Mr. Mahoney contends that the schedule of arrears
13 is inaccurate and incomplete. He request that this
14 Court open limited post-decree discovery and order
15 Defendant to produce her bank statements from all
16 accounts for the time period of January 2015 until
17 July 2019.

18 **VI. Payment of Attorney's Fees**

19 Bartholomew Mahoney has paid the full amount of
20 attorney's fees required by the Decree of Divorce.
21 He included additional monthly payments in the
22 support payments until the entire \$10,000.00 in
23 attorney's fees was paid in full. A full and correct
24 accounting of the payments made by Mr. Mahoney is
25 necessary to enable this Court to make a
26 determination of whether any deficiency in payments
27 exists. This Court should order Defendant to produce
28

1 all bank statements from all accounts from January
2 2015, to June 2019.

3 **VII. Payment of Bonuses**

4 Bartholomew Mahoney concedes that the Decree of
5 Divorce requires him to pay a portion of his bonuses
6 to Defendant each year. Arguably this is an issue
7 that could have been resolved without litigation if
8 Defendant had complied with her obligation to attempt
9 resolution prior to filing her Motion. Further,
10 Defendant may have waived her rights under this
11 provision by her own inaction.

12 **VIII. Request to Extend the Alimony Time Period**

13 The parties to this action entered into a
14 stipulated Decree of Divorce. The Decree had an
15 unequal division of assets and debts in addition to a
16 fixed period of post Decree support. Defendant is
17 attempting to double dip by requesting that the
18 alleged arrears be reduced to judgment and that the
19 time frame of the alimony be extended. Her rational
20 for extending the alimony period involves primarily
21 her allegation of missed payments by Mr. Mahoney.

22 Although, Mr. Mahoney is not conceding that he
23 has missed any support payments, if he had,
24 Defendant's remedy would be having the payments
25 reduced to judgement not an extension of the fixed
26 alimony period. In fact, Defendant failed to provide
27 any authority for extension of a fixed period of
28

1 alimony in a stipulated divorce decree. Arguments
2 not supported by authority need not be considered⁷.

3 **IX. Enforcement of the Decree of Divorce**

4 Pursuant to Nevada law⁸, an action upon a Decree
5 of Divorce must be commenced within 6 years⁹. The
6 statute of limitations begins to run when a debt is
7 due and action can be instituted upon it¹⁰. Although
8 the statute of limitations is not a bar to
9 Defendant's action, the matter is still subject to
10 the doctrine of laches and waiver.

11 The Common Law Doctrines of Laches and Waiver
12 bar the State from recovering litigating the
13 allegations contained in subsection (c). In the case
14 of Building and Const. Trades Council of Northern
15 Nevada v. State ex rel. Public Works Bd.¹¹, laches is
16 defined as follows:

17 Laches is an equitable doctrine which may be
18 invoked when delay by one party works to the
19 disadvantage of the other, causing¹² a change
20 of circumstances which would make the grant
21

22 ⁷ Gilbert v. Warren, 95 Nev. 296, 300, 594 P.2d 696 (1979)

23 ⁸ NRS 11.190

24 ⁹ Davidson v. Davidson, 132 Nev. Adv. Rep. 71, 382 P.3d 880, 884 (2016)

25 ¹⁰ NRS 11.200

26 ¹¹ Building and Const. Trades Council of Northern Nevada v. State ex rel.
27 Public Works Bd., 836 P.2d 633, 108 Nev. 605 (Nev., 1992)

28 ¹² Id at 611

1 of relief to the delaying party
2 inequitable¹³. Especially strong
3 circumstances must exist, however, to sustain
4 a defense of laches when the statute of
5 limitations has not run¹⁴.

6 In applying laches to a writ of mandamus the
7 Nevada Supreme Court has held a court must determine:
8 (1) whether there was an inexcusable delay in seeking
9 the petition (2) whether an implied waiver arose from
10 the petitioners knowing acquiescence in existing
11 conditions and (3) whether there were circumstances
12 causing prejudice to the respondent.

13 First, Defendant inexcusably delayed bringing
14 allegations concerning missed payments before this
15 Court. Defendant would have been on notice of any
16 missed payments as soon as they would have occurred.
17 Nevertheless, if her allegations are true, she
18 refused to take immediate legal action. Defendant
19 waited approximately four (4) years prior to seeking
20 judicial intervention. To date, Defendant has failed
21 to offer an explanation for her delay.

22 Second, an implied waiver arose from the knowing
23 acquiescence in existing conditions. As noted above,
24 Defendant was aware of any alleged missed support
25

26 ¹³ Erickson v. One Thirty-Three, Inc., 104 Nev. 755, 766 P.2d 898 (1988)

27 ¹⁴ Building and Const. Trades Council of Northern Nevada v. State ex rel.
28 Public Works Bd. At 636-637

1 payments. Defendant's failed to take conclusive
2 action until mid-2019. The failure cannot be
3 ascribed to a lack of knowledge. Third, the delay
4 substantially prejudices Bartholomew Mahoney, in that
5 he may have relied on the implied waiver. Evidence
6 has grown stale over the intervening 4 years.

7 Additionally, this Court should deny Defendant's
8 improper attempts to apply interest. The adoption of
9 an agreement by the district court effectuates a
10 merger of the agreement into the divorce decree. A
11 merger destroys the independent existence of the
12 agreement and the right of the parties to apply
13 contract principles. After merger the district court
14 may enforce the provisions of a divorce decree by
15 using its contempt power¹⁵.

16 **X. Request for Sanctions**

17 **(a) Contempt**

18 Pursuant to the Nevada Revised Statutes this
19 Court has the power to "compel obedience to its
20 lawful judgments, orders and process."¹⁶ The Nevada
21 Revised Statutes provides that disobedience or
22 resistance to any lawful writ, order, rule or process
23 issued by the Court is deemed contempt.¹⁷
24
25

26 ¹⁵ Hildahl v. Hildahl, 95 Nev. 657, 662-63, 601 P.2d 58, 61-62 (1970)

27 ¹⁶ NRS 1.210(3)

28 ¹⁷ NRS 22.010(3)

1 In civil contempt proceedings, the movant has the
2 burden to prove three things. The movant must show:
3 (1) the existence of a valid court order, (2) the
4 defendant has knowledge of the order, and (3) the
5 defendant disobeyed the order.¹⁸ The movant must
6 prove its case by clear and convincing evidence.¹⁹
7 "The clear and convincing evidence standard is higher
8 than the 'preponderance of the evidence' standard,
9 common in civil cases but not as high as 'beyond a
10 reasonable doubt.'"²⁰

11 However, the burden of proof is different from
12 the burden of going forward, that is the burden to
13 produce evidence. Once the district court determines
14 that a movant has presented evidence sufficient to
15 establish a prima facie showing that these three
16 elements have been satisfied, the burden of producing
17 evidence shifts to the defendant to justify the
18
19
20
21

22 ¹⁸ Elec. Workers Pension v. Gary's Elec. , 340 F.3d 373, 379 (6th Cir. 2003)
23 ; S.E.C. v. Showalter, 227 F. Supp. 2d 110, 120 (D.D.C 2002); Bad Ass
24 Coffee of Hawaii v. Bad Ass Ltd. Partner, 95 F. Supp. 2d 1252, 1256 (D.
25 Utah 2000); Arthur Young & Co. v. Kelly, 588 N.E. 2d 233, 239 (Ohio Ct. App.
26 1990)

27 ¹⁹ Travelhost, Inc. v. Blandford, 68 F. 3d 958, 961 (5th Cir. 1995)

28 ²⁰ Id.

1 noncompliance.²¹ Justifications include affirmation
2 defense, substantial compliance or impossibility.²²

3 **(b) Jurisdiction**

4 A prerequisite to any finding of contempt is that
5 the court in question must have jurisdiction over the
6 matter at issue. The law is clear in Nevada that
7 before a court can assume jurisdiction to hold a
8 person in contempt, an affidavit must be filed²³.

9 "While courts have inherent power "to protect and
10 defend their decrees by contempt proceedings²⁴," they
11 are nevertheless bound by statute²⁵.²⁶" The court
12 presiding over indirect contempt proceedings acquires
13 no jurisdiction to proceed until a sufficient
14 affidavit is presented²⁷. To be sufficient, an
15 affidavit must state a prima facie case against the
16

17
18 ²¹ McCormick v. District Court, 67 Nev. 318, 326, 218, P. 2d 939, 943
19 (1950); Elec. Workers, 340 F. 3d at 379; Showalter, 227 F. Supp. 2d at 120;
20 Arthur Young, 588 N.E. 2d at 242.

21 ²² Id

22 ²³ Awad v. Wright, 106 Nev. 407, 409, 794 P.2d 713, 714 (1990) also see
23 Steeves v. District Court, 59 Nev. 405, 413, 94 P.2d 1093, 1095-96 (1939)

24 ²⁴ Noble v. Noble, 86 Nev. 459, 463, 470 P.2d 430, 432 (1970)

25 ²⁵ Brown v. Brown, 101 Nev. 144, 146, 696 P.2d 999, 1000 (1985)

26 ²⁶ Awad at 409

27 ²⁷ Bandelin v. Quinlan, 94 Idaho 858, 499 P.2d 557 (1972); Jones v. Jones,
28 91 Idaho 578, 428 P.2d 497 (1967)

1 contemnor²⁸. Where an affidavit fails to allege all
2 essential material facts, the deficiency cannot be
3 cured by proof at a hearing²⁹.

4 Additionally, "[a] motion seeking an Order to
5 Show Cause for contempt must be accompanied by a
6 detailed affidavit complying with NRS22.030(2) that
7 identifies the specific provision, pages and lines of
8 the existing order(s) alleged to have been violated,
9 the acts or omissions constituting the alleged
10 violation, any harm suffered or anticipated, and the
11 need for a contempt ruling, which should be filed and
12 served as any other motion³⁰." It is clear that the
13 District Court lacks jurisdiction to hear the
14 contempt issues contained within Defendant's Motion.

15 In her Motion, Defendant claims that Bartholomew
16 Mahoney has violated the terms of the Decree of
17 Divorce. Defendant's Declaration, filed with her
18 Motion, was improper and deficient. The Declaration
19 did not contain any essential or material facts that
20 were within Defendant's personal knowledge.
21 Defendant's Declaration regarding the alleged non-
22 payment of expenses and extra-curricular activities
23 is based entirely on inadmissible speculation and/or
24 hearsay documents.

26 ²⁸ Whittle v. Seehusen, 113 Idaho 852, 748 P.2d 1382 (1987)

27 ²⁹ Awad at 410

28 ³⁰ EDCR 5.509

1 Here, a finding of contempt for Mr. Mahoney's
2 alleged violation of the Decree of Divorce could only
3 be made by way of indirect contempt because the
4 alleged violation did not occur in the immediate view
5 of the district court. Thus pursuant to the
6 jurisdictional statute and rules, Defendant's request
7 for contempt is jurisdictionally deficient due to her
8 failure to file a proper affidavit.

9 Therefore, because Defendant's request for
10 contempt was not supported by a proper affidavit or
11 declaration, the district court is without
12 jurisdiction to issue a finding of contempt. Given
13 the deficiencies in Defendant's Motion, she has
14 failed to produce sufficient evidence to establish a
15 prima facie showing that the required elements have
16 been satisfied. As such, this Court must deny the
17 entirety of Defendant's Motion regarding Contempt.

18 **(c) Valid Order of Court**

19 The Decree of Divorce from February 3, 2016, is a
20 valid order of the court. Both parties were on
21 notice of the Decree. The notice of requirement of
22 contempt proceedings is satisfied.

23 **(d) Clear and Unambiguous Order**

24 The Nevada Supreme Court has held that the need
25 for clarity and lack of ambiguity are especially
26
27
28

1 acute in the contempt context³¹. Specifically, the
2 order "must spell out the details of compliance in
3 clear, specific and unambiguous terms so that the
4 person will readily know exactly what duties or
5 obligations are imposed on him³²." "A court order
6 which does not specify the compliance details in
7 unambiguous terms cannot form the basis for a
8 subsequent contempt order³³."

9 **(e) Willfulness**

10 While willfulness is without question an
11 essential element of criminal contempt, it is not
12 necessarily an essential element of civil contempt³⁴.
13 According to the criminal contempt statute codified
14 at NRS 199.340(4), "willful disobedience to the
15 lawful process or mandate of a court" constitutes
16 contempt. In contrast, the civil contempt statute
17 codified at NRS 22.010(4) does not contain the
18 modifier, "willful," but, instead, defines civil
19 contempt merely as "disobedience or resistance to any
20
21

22 ³¹ Div. of Child & Family Services v. Eighth Judicial Dist. Court, 120 Nev.
23 445, 454-55, 92 P.3d 1239, 1245 (2004), citing Cunningham v. District
24 Court, 102 Nev. 551, 559-60, 729 P.2d 1328, 1333-34 (1986)

25 ³² Id.

26 ³³ Id.

27 ³⁴ In re D.I. Operating Co., 240 F. Supp. 672 (1965); U.S. v. Armstrong, 781
28 F.2d 700 (1986)

1 lawful writ, order, rule or process issued by the
2 court or judge at chambers."

3 Bartholomew Mahoney has substantially complied
4 with the Decree of Divorce to the extent possible,
5 Order and no finding of contempt is justified under
6 the law.

7
8 **XI. Modification of Child Support**

9 Bartholomew Mahoney concedes that Nevada law
10 permits a review of child support every three years³⁵.
11 This is another issue that most likely would have
12 been resolved without litigation if Defendant would
13 have complied with her obligation to attempt
14 resolution.

15 **XI. Attorney's Fees for the Motion**

16 Defendant request attorney's fees for her
17 procedurally defective Motion. "A litigant has no
18 right to have his attorneys' fees paid by his
19 opponent or opponents."³⁶ This is not a case in
20 which Attorney's fees or cost should be awarded to
21 the Defendant. Bartholomew Mahoney has substantially
22 complied with the Decree of Divorce. In Love, the
23 Court concluded that a prevailing party on a post-
24 decree motion may be entitled to an award of

25
26 ³⁵ NRS 125B.145

27 ³⁶ Smith v. Crown Fin. Servs., 111 Nev. 277, 281, 890 P.2d 796, 771-72
28 (1995).

1 attorney's fees pursuant to NRS 18.010(2)(b).³⁷

2 Specifically, NRS 18.010(2)(b) allows for attorneys:

3 Without regard to the recovery sought, when
4 the court finds that the claim, counterclaim,
5 cross-claim or third-party complaint or
6 defense of the opposing party was brought
7 without reasonable ground or to harass the
8 prevailing party.

9 This is not a case where Bartholomew Mahoney has
10 just refused to comply with an order of the court.
11 Further, given the procedural defects in Defendant's
12 Motion, the Motion is not well founded in law or
13 fact.

14 Bartholomew Mahoney has been forced to incur
15 additional and unnecessary attorney's fees to protect
16 his rights and should be awarded his attorney's fees
17 and cost in the amount of three thousand five hundred
18 (\$3,500.00) dollars. Given the Defendant's filing of
19 a procedurally defective Motion, it may be
20 appropriate to award some portion of attorney's fees
21 pursuant to chapter seven of the Nevada Revised
22 Statutes.

23 COUNTERMOTION

24 **A. Strike Motion and Exhibits**

25 Bartholomew Mahoney is requesting that this Court
26 strike Defendant's Motion and the related exhibits.
27 Consistent with her ongoing theme, Defendant failed

28 ³⁷ Love v. Love, 114 Nev. 572 (1998)

1 to follow the rules regarding exhibits to Motions.
2 Defendant was required to produce any exhibits that
3 she wanted to use in support of her Motion prior to
4 submission to this Court³⁸. The applicable rule
5 specifically states "all papers filed as exhibits
6 shall be produced in discovery and [b]ate-stamped or
7 otherwise identified by page number at the bottom
8 right corner."

9 "When the language of a statute is plain and
10 unambiguous, a court should give that language its
11 ordinary meaning and not go beyond it³⁹." "We are not
12 empowered to go beyond the face of a statute to lend
13 it a construction contrary to its clear meaning⁴⁰."
14 "Under long established principles of statutory
15 construction, when a statute is susceptible to but
16 one natural or honest construction, that alone is the
17 construction that can be given⁴¹." "We have also
18 consistently held that where there is no ambiguity in
19 a statute, there is no opportunity for judicial
20 construction and the law must be followed regardless
21 of result.
22

23 ³⁸ EDCR 5.205(b)

24 ³⁹ City Council of Reno v. Reno Newspapers, 105 Nev. 886, 891, 784 P. 2d
25 974, 977 (1989)

26 ⁴⁰ Union Plaza Hotel v. Jackson, 101 Nev. 733, 736, 709 P. 2d 1020, 1022
27 (1985)

28 ⁴¹ Id

1 This means that if a statute clearly and
2 unambiguously specifies the legislature's intended
3 result, such result will prevail even if the statute
4 is impractical or inequitable⁴²." The Nevada Supreme
5 Court has applied the same principles when
6 interpreting procedural rules. Given Defendant's
7 failure to follow the applicable rules regarding
8 exhibits, Bartholomew Mahoney hereby requests that
9 this Court strike the exhibits filed in support of
10 the Motion. If this Court declines to Strike
11 Defendant's procedurally defective exhibits, Mr.
12 Mahoney hereby seeks permission to supplement this
13 Opposition and Countermotion with exhibits⁴³.

14 **B. Attorney's Fees and Costs**

15 It is respectfully submitted that Bartholomew
16 Mahoney is entitled to an award of attorney's fees
17 for having to defend this matter. Defendant failed
18 to follow any of the required procedural rules when
19 filing her Motion. Additionally, Defendant failed to
20 present adequate cause to support modification of the
21 Decree of Divorce or to hold Mr. Mahoney in contempt.
22 This Court has authority to issue an order to strike
23 Defendant's Motion and Exhibits. Bartholomew Mahoney
24 is requesting that this Court enter an order striking
25

26 ⁴² Randono v. CUNA Mutual Ins. Group, 106 Nev. 371, 374, 793 P. 2d 1324,
27 1326 (1990) (citations omitted)

28 ⁴³ EDCR 5.502(g)

1 Defendant's Motion and Exhibits and award Mr. Mahoney
2 attorney's fees and costs related to filing this
3 Opposition and Countermotion.

4 The Nevada Supreme Court has concluded that a
5 prevailing party on a motion may be entitled to an
6 award of attorney's fees⁴⁴ pursuant to statute⁴⁵.
7 Specifically:

8 Without regard to the recovery sought, when
9 the court finds that the claim, counterclaim,
10 cross-claim or third-party complaint or
11 defense of the opposing party was brought
12 without reasonable ground or to harass the
prevailing party⁴⁶.

13 Bartholomew Mahoney has been forced to incur
14 additional attorney's fees to protect his rights and
15 should be awarded his attorney's fees and costs in
16 the amount of three thousand five hundred dollars
17 (\$3,500.00).

18 The Nevada Supreme Court adopted in Brunzell⁴⁷,
19 factors that should be considered by a district court
20 in determining an award of attorney's fees. Counsel
21 for Bartholomew Mahoney is an attorney duly licensed
22 to practice law in the State of Nevada. The
23 undersigned has been practicing law in the State of
24

25 ⁴⁴ Love v. Love, 114 Nev. 572 (1998)

26 ⁴⁵ NRS 18.010(2)(b)

27 ⁴⁶ NRS 18.010(2)(b)

28 ⁴⁷ Brunzell v. Golden Gate National Bank, 85 Nev. 345 (1969)

1 Nevada in excess of ten (10) years and his primary
2 focus is and has been, family law during that entire
3 period and no less than 80% (eighty percent) of his
4 practice is dedicated solely to the same.

5 Bartholomew's counsel is a member of the State
6 Bar of Nevada, the ABA, and the Family Law Section
7 and is in good standing with the State Bar of Nevada.
8 The undersigned has met with his client on several
9 occasions, prepared the extensive pleadings in this
10 matter, expended his time herein and will appear in
11 court with Mr. Mahoney. That while there were not
12 unusual or novel issues that added to the expense of
13 representation, time was of the essence and had to
14 proceed expeditiously.

15 That the time and labor expended in this matter
16 was counsel's own and required in the zealous
17 representation of the client and the fee charged was
18 customary and standard in the profession, and was
19 billed hourly at the fixed rate of three hundred
20 seventy-five (\$375.00) dollars per hour. Further,
21 Defendant has filed a frivolous Motion with the
22 obvious intent to harass Mr. Mahoney. Bartholomew
23 Mahoney is therefore requesting three thousand five
24 hundred (\$3,500.00) dollars in attorney's fees and
25 costs for responding to Defendant's Motion.

26 **CONCLUSION**

27 Defendant has failed to include an affidavit or
28 declaration conforming to the rules governing

1 contempt. As such, Defendant's motion is fatally
2 defective. Bartholomew Mahoney is hereby requesting
3 that this Court deny the entirety of relief requested
4 in Defendant's Motion or in the alternative to strike
5 the defective pleading and award him attorney's fees,
6 costs and sanctions.

7
8 DATED this 20th day of August, 2019
9

10 THE GRIGSBY LAW GROUP
11 A Professional Corporation

12
13 By: /s/ Aaron Grigsby
14 Aaron D. Grigsby, Esq.
15 624 S. Tenth Street
16 Las Vegas, Nevada 89101
17 aaron@grigsbylawgroup.com
18
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28

DECLARATION OF BARTHOLOMEW MAHONEY

I, Bartholomew Mahoney, do hereby declare under penalty of perjury that the assertions of this Declaration are true and correct to the best of my knowledge. As for those assertions based on belief, I believe them to be true.

1. That I am the Plaintiff in the above-referenced matter;

2. That I was forced to incur additional and unnecessary attorney's fees in defending against Defendant's Motion and I am requesting that this Court award me applicable fees and cost associated with this matter;

3. That I have read the foregoing Opposition and Countermotion and the factual averments it contains are true and correct to the best of my knowledge, except as to those matters based on information and belief, as to those matters, I believe them to be true. The factual averments contained in the Opposition and Countermotion are incorporated here as if set forth in full.

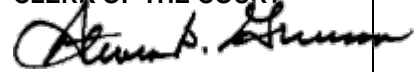

Bartholomew Mahoney

CERTIFICATE OF SERVICE

I hereby certify that service of the 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 was made on the 21st day of August, 2019, 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



NOEJ
RADFORD J. SMITH, CHARTERED
KIMBERLY A. STUTZMAN, ESQ.
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Email: kstutzman@radfordsmith.com
Attorneys for Defendant

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

BARTHOLOMEW M. MAHONEY, JR.,

Plaintiff,

vs.

BONNIE M. MAHONEY,

Defendant.

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

**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 24th day of December 2020, the Honorable
Vincent Ochoa entered the Findings of Fact, Conclusions of Law, Order and Judgment
From the December 3rd, 2020 Evidentiary Hearing, a copy of which is attached hereto.

Date this 28th 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

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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 28th day of December 2020, to all interested parties as follows:

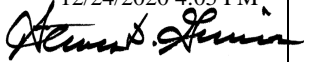
☒ BY MAIL: Pursuant to NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope addressed as follows;

☒ BY ELECTRONIC SERVICE: I transmitted a copy of the foregoing document this date via the Eighth Judicial District Court's electronic filing system;

Bart Mahoney
7960 Rafael Rivera Way, #300
Las Vegas, NV 89113
bmmlv27@gmail.com
Plaintiff in Proper Person

/s/ Kimberly A. Stutzman

An Employee of Radford J. Smith, Chartered


CLERK OF THE COURT

FFCL
RADFORD J. SMITH, CHARTERED
KIMBERLY A. STUTZMAN, ESQ.
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Attorneys for Defendant

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

BARTHOLOMEW M. MAHONEY, JR.,

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

Plaintiff,

VS.

BONNIE M. MAHONEY,

Defendant.

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

1 admitted at the Evidentiary Hearing, and having heard and considered the oral argument of
2 counsel, and good cause appearing therefore, makes the following Findings of Fact,
3
4 Conclusions of Law, and Orders.

5
6 **I.**

7 **FINDINGS OF FACT**

8 1. THE COURT HEREBY FINDS that the Plaintiff, BARTHOLOMEW M.
9 MAHONEY, (“Bart”) was not present. The Court further finds that Bart was fully notified
10 about the December 3, 2020 Evidentiary Hearing.
11

12 2. THE COURT FURTHER FINDS that the following findings of fact are based
13 upon the testimony and documentary evidence heard and admitted at trial. To the extent any
14 of the findings contain or reference legal conclusions, they should be considered, in part,
15 Conclusions of Law.
16
17

18 ***Procedural History***

19 3. THE COURT FURTHER FINDS that the parties, Plaintiff, BARTHOLOMEW
20 MAHONEY (“Bart”), age 54 and, Defendant, BONNIE MAHONEY (“Bonnie”), age 49,
21 were divorced by stipulated Decree of Divorce (“Decree”) filed February 3, 2016.
22
23

24 4. THE COURT FURTHER FINDS that the parties have two children, BRIGITTE
25 MAHONEY (“Brigitte”), born October 29, 2001 (age 19), and SOPHIA MAHONEY
26 (“Sophia”), born June 12, 2004 (age 16).
27
28

1 5. THE COURT FURTHER FINDS that Nevada has both personal and subject
2 matter jurisdiction.
3

4 6. THE COURT FURTHER FINDS that Bonnie filed her *Motion to Reduce*
5 *Arrearages, Interest, and Penalties to Judgment; to Modify Alimony; to Review Child*
6 *Support, for Sanctions and Attorney's Fees and Costs* on May 9, 2019. She also filed her
7 Schedule of Arrears on May 9, 2019.
8

9 7. THE COURT FURTHER FINDS that Bart filed his Opposition on August 21,
10 2019.
11

12 8. THE COURT FURTHER FINDS that the parties attended hearings on August
13 22, 2019 and November 13, 2019.
14

15 9. THE COURT FURTHER FINDS that the Evidentiary Hearing was scheduled
16 for May 7, 2020 and then rescheduled for December 3, 2020.
17

18 ***Bonnie's Motion***

19 10. THE COURT FURTHER FINDS that this is a post-decree action seeking
20 enforcement of a Stipulated Decree of Divorce.
21

22 11. THE COURT FURTHER FINDS that on May 9, 2019, Bonnie filed her Motion
23 for the following relief:
24

- 25 a. For an Order Reducing Bart's total amount of child and spousal support,
26 attorney fees, and health insurance arrearages, including interest and penalties
27 to judgment;
28

- 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

1 support (until NAC 425 was enacted on February 1, 2020), and that those penalties were
2 calculated as part of Bonnie's Updated Schedule of Arrearages. The Court reviewed
3 Bonnie's Updated Schedule of Arrears and agrees with her calculation in Exhibit "C" due
4 from Bart to Bonnie.
5

6
7 ***Non-Payment of Child Support and Spousal Support***

8 15. THE COURT FURTHER FINDS that Bart is ordered to pay Bonnie child
9 support in the amount of \$1,091 per child per month, for a total of \$2,182 per month. *See*
10 Decree of Divorce, page 5, line 8. One-half of the total amount of child support is due on
11 the 5th of each month, and the remaining half is due by the 25th of each month. *See* Decree,
12 page 5, line 10.
13
14

15 16. THE COURT FURTHER FINDS that Bart is ordered to pay Bonnie spousal
16 support in the amount of \$2,668 per month for four (4) years beginning September 1, 2015.
17 *See* Decree, page 6, line 26. One-half of the total amount of child support is due on the 5th
18 of each month, and the remaining half is due by the 25th of each month. *See* Decree,
19 beginning page 6, line 28.
20
21

22 17. THE COURT FURTHER FINDS that Bart failed to timely or fully pay his
23 obligations to Bonnie. Rather than pay the total amount due prior to the 5th and 25th of each
24 month, Bart pays Bonnie sporadically each month.
25

26 18. THE COURT FURTHER FINDS that Bonnie filed an Updated Schedule of
27 Arrears on November 30, 2020. Bonnie offered her Updated Schedule of Arrears at trial as
28

1 her Exhibit "C," which was admitted. *See* Defendant's Trial Exhibit "C," attached hereto.
2
3 Then, Bonnie corrected the Schedule of Arrears regarding Child Support and Spousal
4 Support on the record at the December 3, 2020 hearing. Thereafter, Bonnie submitted an
5 Amended Exhibit A regarding child support and family support to her Trial Exhibit "C,"
6 attached hereto.
7

8 19. THE COURT FURTHER FINDS that Bart paid Bonnie support from his JP
9 Morgan Chase, Wells Fargo, and First Republic Bank accounts.
10

11 20. THE COURT FURTHER FINDS that Bonnie subpoenaed Bart's JP Morgan
12 Chase, Wells Fargo, and First Republic Bank accounts. Bonnie offered and the court
13 admitted these subpoenas at trial, which were Defendant's Exhibits E, F, and G.
14

15 21. THE COURT FURTHER FINDS that pursuant to the Updated Schedule of
16 Arrears and the subpoena responses, Bart owes Bonnie unpaid child support and spousal
17 support in the amount of \$28,384.02. Bart also owes Interest in the amount of \$3,425.67.
18 Bart owes Penalties through to February 1, 2020 pursuant to NAC 425 in the amount of
19 \$3,399.71. Thus, the Court FINDS that Bart owes Bonnie a \$35,209.40 through December
20
21 2020 for the non-payment of child support and spousal support.
22

23
24 ***Non-Payment of Attorney's Fees***

25 22. THE COURT FURTHER FINDS that under the terms of the Stipulated Decree,
26 Bart was ordered to reimburse Bonnie attorney fees in the amount of \$10,000. Bart was to
27
28

1 pay Bonnie \$555 per month for the attorney fees directly until paid in full. *See Decree,*
2 *page 7, line 10.*

3
4 23. THE COURT FURTHER FINDS that Bart failed to make full or timely
5 payments to Bonnie as and for the attorney's fees owed to her pursuant to the Decree.

6
7 24. THE COURT FURTHER FINDS that pursuant to the Updated Schedule of
8 Arrears, Exhibit "C," Bart paid Bonnie \$4,895.00 and owes Bonnie \$5,105.00, which
9 accrued interest in the amount of \$1,523.78. Thus, Bart owes Bonnie \$6,628.78 through
10
11 December 2020.

12 ***Non-Payment of Bonus Portions***

13
14 25. THE COURT FURTHER FINDS that under the terms of the Stipulated Decree,
15 Bart is ordered to pay Bonnie a portion of his bonuses each year. The Decree states in
16 relevant part –

17
18 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Dad
19 receives bonuses annually and it is agreed that Dad shall pay Mom twenty-
20 five percent (25%) of the after-tax amount of the bonus for a period of four
21 years, commencing September 1, 2015. For tracking purposes, Dad shall
22 provide Mom with a copy of his W-2 forms annually. If Dad does not
23 provide his W-2 forms to Mom by April 15th of each year, Dad shall be
24 responsible to pay Mom thirty-five (35%) of the after-tax amount of any
25 bonus he received for the period in which he failed to provide the W-2.

26 *See Decree of Divorce, page 5, lines 15-21. The court reserved jurisdiction for the*
27 *purposes of addressing the bonuses. See Decree, page 7, lines 26-28.*
28

1 26. THE COURT FURTHER FINDS that Bart failed to timely pay Bonnie her share
2 of the bonuses.
3

4 27. THE COURT FURTHER FINDS that Bart failed to provide Bonnie with
5 evidence of his bonus(es) each year by April 15th. Bart failed to provide Bonnie with his W2
6 forms or any portion of the after-tax amount for 2015, 2016, 2017, and 2018 despite
7 Bonnie's requests.
8

9 28. THE COURT FURTHER FINDS that because Bart failed to comply with the
10 April 15th deadline each year, Bart must pay Bonnie 35% of the after-tax bonuses plus the
11 legal interest that accrued as a result of his non-payment.
12

13 29. THE COURT FURTHER FINDS that Bonnie subpoenaed Bart's employers:
14 Southern Glazier Wine and Spirits, Shamus & Peabody LLC, Thomas Keller Restaurant
15 Group, Resorts World Las Vegas, Golden Entertainment, and Wynn Las Vegas. Bonnie
16 offered and the court admitted these subpoenas which were Defendant's Exhibits H, I, J,
17 and GG.
18
19
20

21 30. THE COURT FURTHER FINDS that pursuant to the Updated Schedule of
22 Arrears, Exhibit "C," Bart received the following bonuses, none of which he provided
23 information before April of each of the following year to Bonnie:
24

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 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 - 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 **\$115,309.25**. Because Bart failed to pay, interest accrued, and the total bonus money plus interest owed to Bonnie is **\$135,169.16**.

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%	\$ 4,000.00	\$ 440.00
	\$10,000-No Limit	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 **\$1,796.66** 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
				\$ 1,796.66

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

1 the amount of such arrears, together with *costs and a reasonable attorney's*
2 *fee.*

3 2. The application for such order shall be upon such notice to the defaulting
4 party as the court may direct.

5 3. The judgment may be enforced by execution or in any other manner
6 provided by law for the collection of money judgments.

7 4. The relief herein provided for is in addition to any other remedy provided
8 by law.

9 [Emphasis added.]

10 49. The court may also award interest on the child support arrearages owed. NRS
11 125B.140 states in relevant part –

12 1. Except as otherwise provided in chapter 130 of NRS and NRS 125B.012:
13 (a) If an order issued by a court provides for payment for the support of
14 a child, that order is a judgment by operation of law on or after the date
15 a payment is due. Such a judgment may not be retroactively modified or
16 adjusted and may be enforced in the same manner as other judgments of
17 this state.

18 . . .

19 2. Except as otherwise provided in subsection 3 and NRS 125B.012,
20 125B.142 and 125B.144:

21 . . .

22 (c) The court shall determine and include in its order:

23 (1) *Interest upon the arrearages* at a rate established pursuant to
24 NRS 99.040, from the time each amount became due; and

25 (2) A reasonable attorney's fee for the proceeding,
26 unless the court finds that the responsible parent would experience an
27 undue hardship if required to pay such amounts. *Interest continues to*
28 *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
arrears past thirty (30) days delinquent pursuant to NRS 125B.095 until February 1,
2020 when NAC 425 became effective. See Updated Schedule of Arrears.

1 50. THE COURT FURTHER FINDS that Bart failed to pay Bonnie child support,
2 spousal support, bonuses, orthodontic expenses, and attorney fees due under the Court's
3 Decree. *See* Updated Schedule of Arrearages.
4

5 51. THE COURT FURTHER FINDS that all amounts due accrue legal interest
6 from the date of the filing of this motion. NRS 17.115 states:
7

8 When no rate of interest is provided by contract or otherwise by law, or
9 specified in the judgment, the judgment draws interest from the time of
10 service of the summons and complaint until satisfied, except for any amount
11 representing future damages, which draws interest only from the time of the
12 entry of the judgment until satisfied, at a rate equal to the prime rate at the
13 largest bank in Nevada as ascertained by the commissioner of financial
14 institutions on January 1 or July 1, as the case may be, immediately
15 preceding the date of judgment, plus 2 percent. The rate must be adjusted
16 accordingly on each January 1 and July 1 thereafter until the judgment is
17 satisfied.

18 52. THE COURT FURTHER FINDS that NRS 99.040 accounts for the interest
19 rate when it is not fixed by express contract for certain types of transactions. That statute
20 reads:

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

- 27 (a) Upon contracts, express or implied, other than book accounts.
28 (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

1 has been made.

2 The rate must be adjusted accordingly on each January 1 and July 1
3 thereafter until the judgment is satisfied.

4 53. THE COURT FURTHER FINDS that the parties did not expressly fix an
5 interest rate. The legal interest rate applies to Bart's nonpayment.

6 54. THE COURT FURTHER FINDS that EDCR 7.60(b) states in pertinent part:

7 (b) The court may, after notice and an opportunity to be heard, impose upon
8 an attorney or a party any and all sanctions which may, under the facts of
9 the case, be reasonable, including the imposition of fines, costs or attorney's
10 fees when an attorney or a party without just cause:

11 . . .

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

14 . . .

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

16 55. THE COURT FURTHER FINDS that Bart's failures to pay are willful. Bart
17 is a successful businessman. Upon information and belief Bart continues to receive a
18 significant salary including yearly bonuses. There is no legitimate excuse for Bart's
19 nonpayment. He continues to live the same lifestyle he lived during the parties' marriage.
20 He continues to reside in a nice home, purchase discretionary items, take vacations, etc.

21 56. THE COURT FURTHER FINDS that as a result of Bart's noncompliance, he
22 unnecessarily multiplied the proceedings in this matter by failing to comply with the
23 Court's orders. Bonnie attempted to minimize the fees related to this matter by giving Bart
24 more than ample opportunity to comply with these orders and by postponing the filing of
25 her Motion in May 2019.
26
27
28

1 57. THE COURT FURTHER FINDS that Bart failed to appear at the Evidentiary
2 Hearing and failed provide any evidence to support his claims in his opposition.
3

4 58. THE COURT FURTHER FINDS that Bonnie seeks a judgment against Bart
5 for the fees and costs she expended in filing her Motion, preparing for the evidentiary
6 hearing, and in attempting to seek Bart's compliance with the parties' Stipulated Decree of
7 Divorce. Bonnie seeks judgment against Bart for the full amount of fees and costs she has
8 incurred. A memorandum of fees and costs incurred by Bonnie will be filed.
9
10

11 59. THE COURT FURTHER FINDS that NRS 125B.145(1) reads:

12 1. An order for the support of a child must, upon the filing of a request for
13 review by:

14 (a) The Division of Welfare and Supportive Services of the Department
15 of Health and Human Services, its designated representative or the
16 district attorney, if the Division of Welfare and Supportive Services or
the district attorney has jurisdiction in the case; or

17 (b) A parent or legal guardian of the child,
18 be reviewed by the court at least every 3 years pursuant to this section to
19 determine whether the order should be modified or adjusted. Each review
conducted pursuant to this section must be in response to a separate request.

20 60. THE COURT FURTHER FINDS that the last order regarding child support
21 was filed on February 3, 2016, more than three years ago. For those reasons, this Court
22 properly reviewed and modified the child support award.
23

24 61. THE COURT FURTHER FINDS that Bart's FDF filed December 13, 2019
25 indicates that he earns \$132.21 per hour, which is \$274,996.80 per year or a gross monthly
26 income of \$22,916.40.
27
28

62. 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:

$$\begin{aligned} &\$6,000 \times 22\% = \$1,320 \\ &+ \$4,000 \times 11\% = \$440 \\ &+ \underline{\$12,916.40 \times 6\% = \$774.98} \\ &= \underline{\underline{\$2,534.98}} \end{aligned}$$

1 64. THE COURT FURTHER FINDS that pursuant to NAC 425, his child support
2 should be calculated as follows for one child:
3

4 \$6,000 x 16% = \$960

5 + \$4,000 x 8% = \$320

6 + \$12,916.40 x 4% = \$517

7 = **\$1,797**
8

9 65. THE COURT FURTHER FINDS that Bart multiplied these proceedings and
10 as a result, Bonnie incurred attorney's fees and costs in the prosecution of this action.
11

12 66. THE COURT FURTHER FINDS that a request for an order directing another
13 party to pay attorney's fees must be based upon statute, rule or contractual provision. *See,*
14 *e.g., Rowland v. Lepire*, 99 Nev. 308, 662 P.2d 1332 (1983).
15

16 67. THE COURT FURTHER FINDS that there is a statutory mandate for an
17 award of fees against a party shown to be in arrearages in child support (NRS 125B.140).
18

19 68. THE COURT FURTHER FINDS that the Eighth Judicial District Rules are
20 also a basis for an award of fees and a fine (a penalty above the amount of reasonable
21 attorneys and costs) based upon Bart's breach of the parties' Stipulated Decree.
22

23 69. THE COURT FURTHER FINDS that as stated above, EDCR 7.60 allows an
24 order for attorney's fees when a party multiplies the proceedings or "Fails or refuses to
25 comply with any order of a judge of the court." EDCR 7.60(b)(5).
26
27
28

1 70. THE COURT FURTHER FINDS that Bart failed to comply with the Decree
2 requirement that he pay child support, alimony, attorney fees, bonuses, and 30/30 health
3 insurance expenses to Bonnie. Bonnie attempted to resolve these issues with Bart to no
4 avail.
5

6 71. THE COURT FURTHER FINDS that NRS 125.150 pertaining to an award
7 for attorney's fees, states in relevant part,
8

9 3. Except as otherwise provided in NRS 125.141, whether or not application
10 for suit money has been made under the provisions of NRS 125.040, the court
11 may award a ***reasonable attorney's fee*** to either party to an action for divorce
12 if those fees are in issue under the pleadings.

13 [Emphasis added]

14 72. THE COURT FURTHER FINDS that in *Miller v. Wilfong*, 121 Nev. 619,
15 621, 119 P.3d 727, 730 (2005), the Court stated:
16

17 [It is within the trial court's discretion to determine the reasonable amount
18 of attorney fees under a statute or rule, in exercising that discretion, the court
19 must evaluate the factors set forth in *Brunzell v. Golden Gate National Bank*,
20 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). Under *Brunzell*, when courts
21 determine the appropriate fee to award in civil cases, they must consider
22 various factors, including the qualities of the advocate, the character and
23 difficulty of the work performed, the work actually performed by the
24 attorney, and the result obtained. We take this opportunity to clarify our
25 jurisprudence in family law cases to require trial courts to evaluate
26 the *Brunzell* factors when deciding attorney fee awards. Additionally,
27 in *Wright v. Osburn*, this court stated that family law trial courts must also
28 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 **\$35,209.40** shall be REDUCED TO JUDGMENT and collectible by all legal means.

1 3. THE COURT FURTHER ORDERS that the unpaid attorney's fees in the
2 amount of \$6,628.00 shall be REDUCED TO JUDGMENT and collectible by all legal
3 means.
4

5 4. THE COURT FURTHER ORDERS that the unpaid bonuses due to Bonnie in
6 the amount of \$135,169.16 shall be REDUCED TO JUDGMENT and collectible by all
7 legal means.
8

9 5. THE COURT FURTHER ORDERS that the unpaid, unreimbursed orthodontic
10 expenses for Brigitte in the amount of \$3,200.00 shall be REDUCED TO JUDGMENT and
11 collectible by all legal means.
12

13 6. THE COURT FURTHER ORDERS that a WAGE ASSIGNMENT shall be
14 issued to collect all child support and child support arrearages beginning June 1, 2019.
15

16 7. THE COURT FURTHER ORDERS that child support shall be modified and
17 retroactive to June 1, 2019 as indicated below.
18

19 8. THE COURT FURTHER ORDERS that child support for two children from
20 June 1, 2019 through to August 1, 2020 shall be modified to \$2,534.98 per month from
21 Bart to Bonnie.
22

23 9. THE COURT FURTHER ORDERS that child support for one child from
24 September 1, 2020 through to present shall be modified to \$1,796.00 per month from Bart
25 to Bonnie.
26
27
28

1 10. THE COURT FURTHER ORDERS that it is inclined to grant most of the
2 attorney's fees and costs for preparation of the December 3, 2020 Evidentiary Hearing. Thus,
3
4 Bonnie's Motion for Attorney's Fees is GRANTED. She shall submit a Memorandum of
5 Fees and Costs within two weeks from the Notice of Entry of Order with the exact amount of
6
7 fees incurred along with a *Brunzell* Affidavit.

Dated this 24th day of December, 2020



78A 684 6844 9045
Vincent Ochoa
District Court Judge

8
9
10
11 *Respectfully submitted by:*

12 RADFORD J. SMITH, CHARTERED

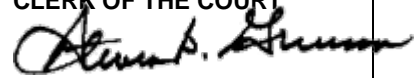
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14 /s/ Kimberly A. Stutzman

15 KIMBERLY A. STUTZMAN, ESQ.
16 Nevada Bar No. 014085
17 2470 St. Rose Parkway, Suite 206
18 Henderson, Nevada 89074
19 (702) 990-6448

20 *Attorneys for Defendant*
21
22
23
24
25
26
27
28

DEFENDANT’S 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
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Telephone: (702) 990-6448
Facsimile: (702) 990-6456
kmedina@radfordsmith.com
Attorneys for Defendant

**DISTRICT COURT
CLARK COUNTY, NEVADA**

BARTHOLOMEW M. MAHONEY, JR.,

Plaintiff,

vs.

BONNIE M. MAHONEY,

Defendant.

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

FAMILY DIVISION

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.

1 2. Defendant, BONNIE MAHONEY is owed and entitled to receive certain
2 periodic monthly payments from Plaintiff, BARTHOLOMEW M. MAHONEY, JR.
3 (“Bart”) pursuant to the stipulated Decree of Divorce (“Decree”) filed on February 3, 2016.
4

5 3. BARTHOLOMEW M. MAHONEY, JR. failed to make complete and full
6 payments when due.
7

8 4. The Updated Schedule of Arrears for Child Support, Spousal Support,
9 Attorney Fees, and Bonuses is attached hereto as Exhibit “A” is a true and accurate
10 statement of all payment due dates and payments received during the months noted along
11 with the interest and penalties.
12

13 5. Bart owes in combined support arrears of **\$25,741.00.** Interest and penalties
14 (through January 31, 2020 pursuant to NAC 425) accrued. Bart owes **\$3,703.06** in interest
15 and **\$4,042.32** in penalties. Thus, Bart owes unpaid support in the amount of **\$33,486.38.**
16
17

18 6. Bart is also in arrears for attorney fees and costs in the amount of **\$5,105.00.**
19 Interest also accrued in the amount of **\$1,523.78.** Bart owes a total for unpaid attorney’s
20 fees in the amount of **\$6,628.78.**
21
22
23
24
25
26
27

28 [*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 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 eligibility 30% base pay				DEF1842
Golden Entertainment - 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 pay	\$ -
Golden Entertainment - signing bonus	\$ 8,750.00
Resorts World	\$ 28,134.57
Resorts World	\$ 8,750.00

1 9. Furthermore, because Bart has not paid, interest accrued. The total amount,
2 including interest on the amounts due to Bonnie are as follows:
3

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

16 10. The total bonus monies owed to Bonnie including interest is **\$135,169.16.**

17 11. Thus, the combined support arrears, attorney fees, and bonus arrears of
18 **\$175,284.32.** That amount should be reduced to judgment collectable by any and all legal
19 means.

20 12. Under penalty of perjury, pursuant to the best information known and
21 available to me, the following schedule accurately sets out the dates and amounts of
22 periodic payments due pursuant to a lawful court order, the dates and amounts of all
23 payments received, and the principal, interest, and penalties due.
24
25
26
27
28

1 13. I declare under penalty of perjury, under the laws of the State of Nevada and
2 the United States (NRS 53.045 and 28 U.S.C. § 1746), that the foregoing is true and
3 correct.
4

5 RADFORD J. SMITH, CHARTERED
6

7 /s/ Kimberly A. Stutzman

8 KIMBERLY A. STUTZMAN, ESQ.

9 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
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EXHIBIT “A”

Mahoney adv. Mahoney									
D-13-477883-D									
Dept. S									
Child Support & Spousal Support									
Date Due	Amount Due	Payment	Monthly Arrearage	Annual Legal Interest Rate (percent)	Monthly Interest Rate as Factor	Accrued Arrearage	Monthly Interest	Monthly Penalty Rate as Factor (10% 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							
	D-13-477883-D							
	Dept. B							
	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	Accrued Arrearage	Monthly Interest
1	September, 2015	\$ 555.00	\$ -	\$ 555.00	5.25	0.00438	\$ 555.00	\$ 2.43
2	October, 2015	\$ 555.00	\$ -	\$ 555.00	5.25	0.00438	\$ 1,110.00	\$ 4.86
3	November, 2015	\$ 555.00	\$ 555.00	\$ -	5.25	0.00438	\$ 1,110.00	\$ 4.86
4	December, 2015	\$ 555.00	\$ 555.00	\$ -	5.25	0.00438	\$ 1,110.00	\$ 4.86
5	January, 2016	\$ 555.00	\$ 555.00	\$ -	5.50	0.00458	\$ 1,110.00	\$ 5.09
6	February, 2016	\$ 555.00	\$ -	\$ 555.00	5.50	0.00458	\$ 1,665.00	\$ 7.63
7	March, 2016	\$ 555.00	\$ 1,030.00	\$ (475.00)	5.50	0.00458	\$ 1,190.00	\$ 5.45
8	April, 2016	\$ 555.00	\$ 550.00	\$ 5.00	5.50	0.00458	\$ 1,195.00	\$ 5.48
9	May, 2016	\$ 555.00	\$ -	\$ 555.00	5.50	0.00458	\$ 1,750.00	\$ 8.02
10	June, 2016	\$ 555.00	\$ -	\$ 555.00	5.50	0.00458	\$ 2,305.00	\$ 10.56
11	July, 2016	\$ 555.00	\$ -	\$ 555.00	5.50	0.00458	\$ 2,860.00	\$ 13.11
12	August, 2016	\$ 555.00	\$ -	\$ 555.00	5.50	0.00458	\$ 3,415.00	\$ 15.65
13	September, 2016	\$ 555.00	\$ -	\$ 555.00	5.50	0.00458	\$ 3,970.00	\$ 18.20
14	October, 2016	\$ 555.00	\$ -	\$ 555.00	5.50	0.00458	\$ 4,525.00	\$ 20.74
15	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	January, 2017	\$ 555.00	\$ -	\$ 555.00	5.75	0.00479	\$ 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	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	July, 2017	\$ 6,755.00	\$ -	\$ 6,755.00	6.25	0.00521	\$ 6,755.00	\$ 35.18
24	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	\$ -	\$ 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

[illegible]

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	Due April 2016
Date Due	Amount Due	Payment	Monthly Arrearage	Annual Legal Interest Rate (percent)	Monthly Interest Rate as Factor	Accrued Arrearage	Monthly 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
August, 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						
Attorney Fees	and Spirits	2015	5/22/2015	\$ 58,554.08	DEF1047	\$ 20,493.93	Due April 2016
Date Due	Amount Due	Payment	Monthly 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						
Attorney Fees	in acct	2015	6/4/2015	\$ 10,000.00	DEF1053	\$ 3,500.00	Due April 2016
Date Due	Amount Due	Payment	Monthly 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
August, 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							
	Shamus &						
Attorney Fees	Peabody LLC	2015	9/1/2015	\$ 15,000.00	DEF1461	\$ 5,250.00	Due April 2016
Date Due	Amount Due	Payment	Monthly 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
August, 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							
	Shamus &						
Attorney Fees	Peabody LLC	2016	2/15/2016	\$ 2,105.98	DEF1465	\$ 737.09	Due April 2017
Date Due	Amount Due	Payment	Monthly Arrearage	Annual Legal Interest Rate (percent)	Monthly 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	\$ 4.61
June, 2019	\$ 737.09	\$ -	\$ 737.09	7.50	0.00625	\$ 737.09	\$ 4.61
July, 2019	\$ 737.09	\$ -	\$ 737.09	7.50	0.00625	\$ 737.09	\$ 4.61
August, 2019	\$ 737.09	\$ -	\$ 737.09	7.50	0.00625	\$ 737.09	\$ 4.61
September, 2019	\$ 737.09	\$ -	\$ 737.09	7.50	0.00625	\$ 737.09	\$ 4.61
December, 2019	\$ 737.09	\$ -	\$ 737.09	7.50	0.00625	\$ 737.09	\$ 4.61
November, 2019	\$ 737.09	\$ -	\$ 737.09	7.50	0.00625	\$ 737.09	\$ 4.61
January, 2020	\$ 737.09	\$ -	\$ 737.09	6.75	0.00563	\$ 737.09	\$ 4.15
February, 2020	\$ 737.09	\$ -	\$ 737.09	6.75	0.00563	\$ 737.09	\$ 4.15
March, 2020	\$ 737.09	\$ -	\$ 737.09	6.75	0.00563	\$ 737.09	\$ 4.15
April, 2020	\$ 737.09	\$ -	\$ 737.09	6.75	0.00563	\$ 737.09	\$ 4.15
May, 2020	\$ 737.09	\$ -	\$ 737.09	6.75	0.00563	\$ 737.09	\$ 4.15
June, 2020	\$ 737.09	\$ -	\$ 737.09	6.75	0.00563	\$ 737.09	\$ 4.15
July, 2020	\$ 737.09	\$ -	\$ 737.09	5.25	0.00438	\$ 737.09	\$ 3.22
August, 2020	\$ 737.09	\$ -	\$ 737.09	5.25	0.00438	\$ 737.09	\$ 3.22
September, 2020	\$ 737.09	\$ -	\$ 737.09	5.25	0.00438	\$ 737.09	\$ 3.22
October, 2020	\$ 737.09	\$ -	\$ 737.09	5.25	0.00438	\$ 737.09	\$ 3.22
November, 2020	\$ 737.09	\$ -	\$ 737.09	5.25	0.00438	\$ 737.09	\$ 3.22
December, 2020	\$ 737.09	\$ -	\$ 737.09	5.25	0.00438	\$ 737.09	\$ 3.22
TOTALS	\$ 737.09	\$ -	\$ 737.09			\$ 737.09	\$ 178.28
				Total Accrued Arrearage through December 2020:		\$	737.09
				Total Accrued Interest through December 2020:		\$	178.28
				TOTAL SUM DUE:		\$	915.38

Mahoney adv. Mahoney							
D-13-477883-D							
Dept. S							
Attorney Fees	Thomas Keller R	2016	7/22/2016	\$ 4,646.45	DEF1468	\$ 1,626.26	Due April 2017
Date Due	Amount Due	Payment	Monthly Arrearage	Annual Legal Interest Rate (percent)	Monthly Interest Rate as Entered	Accrued Arrearage	Monthly Interest
April, 2017	\$ 1,626.26	\$ -	\$ 1,626.26	5.75	0.00479	\$ 1,626.26	\$ 7.79
May, 2017	\$ 1,626.26	\$ -	\$ 1,626.26	5.75	0.00479	\$ 1,626.26	\$ 7.79
June, 2017	\$ 1,626.26	\$ -	\$ 1,626.26	5.75	0.00479	\$ 1,626.26	\$ 7.79
July, 2017	\$ 1,626.26	\$ -	\$ 1,626.26	6.25	0.00521	\$ 1,626.26	\$ 8.47
August, 2017	\$ 1,626.26	\$ -	\$ 1,626.26	6.25	0.00521	\$ 1,626.26	\$ 8.47
September, 2017	\$ 1,626.26	\$ -	\$ 1,626.26	6.25	0.00521	\$ 1,626.26	\$ 8.47
October, 2017	\$ 1,626.26	\$ -	\$ 1,626.26	6.25	0.00521	\$ 1,626.26	\$ 8.47
November, 2017	\$ 1,626.26	\$ -	\$ 1,626.26	6.25	0.00521	\$ 1,626.26	\$ 8.47
December, 2017	\$ 1,626.26	\$ -	\$ 1,626.26	6.25	0.00521	\$ 1,626.26	\$ 8.47
January, 2018	\$ 1,626.26	\$ -	\$ 1,626.26	6.50	0.00542	\$ 1,626.26	\$ 8.81
February, 2018	\$ 1,626.26	\$ -	\$ 1,626.26	6.50	0.00542	\$ 1,626.26	\$ 8.81
March, 2018	\$ 1,626.26	\$ -	\$ 1,626.26	6.50	0.00542	\$ 1,626.26	\$ 8.81
April, 2018	\$ 1,626.26	\$ -	\$ 1,626.26	6.50	0.00542	\$ 1,626.26	\$ 8.81
May, 2018	\$ 1,626.26	\$ -	\$ 1,626.26	6.50	0.00542	\$ 1,626.26	\$ 8.81
June, 2018	\$ 1,626.26	\$ -	\$ 1,626.26	6.50	0.00542	\$ 1,626.26	\$ 8.81
July, 2018	\$ 1,626.26	\$ -	\$ 1,626.26	7.00	0.00583	\$ 1,626.26	\$ 9.49
August, 2018	\$ 1,626.26	\$ -	\$ 1,626.26	7.00	0.00583	\$ 1,626.26	\$ 9.49
September, 2018	\$ 1,626.26	\$ -	\$ 1,626.26	7.00	0.00583	\$ 1,626.26	\$ 9.49
October, 2018	\$ 1,626.26	\$ -	\$ 1,626.26	7.00	0.00583	\$ 1,626.26	\$ 9.49
November, 2018	\$ 1,626.26	\$ -	\$ 1,626.26	7.00	0.00583	\$ 1,626.26	\$ 9.49
December, 2018	\$ 1,626.26	\$ -	\$ 1,626.26	7.00	0.00583	\$ 1,626.26	\$ 9.49
January, 2019	\$ 1,626.26	\$ -	\$ 1,626.26	7.50	0.00625	\$ 1,626.26	\$ 10.16
February, 2019	\$ 1,626.26	\$ -	\$ 1,626.26	7.50	0.00625	\$ 1,626.26	\$ 10.16
March, 2019	\$ 1,626.26	\$ -	\$ 1,626.26	7.50	0.00625	\$ 1,626.26	\$ 10.16
April, 2019	\$ 1,626.26	\$ -	\$ 1,626.26	7.50	0.00625	\$ 1,626.26	\$ 10.16
May, 2019	\$ 1,626.26	\$ -	\$ 1,626.26	7.50	0.00625	\$ 1,626.26	\$ 10.16

June, 2019	\$ 1,626.26	\$ -	\$ 1,626.26	7.50	0.00625	\$ 1,626.26	\$ 10.16
July, 2019	\$ 1,626.26	\$ -	\$ 1,626.26	7.50	0.00625	\$ 1,626.26	\$ 10.16
Augut, 2019	\$ 1,626.26	\$ -	\$ 1,626.26	7.50	0.00625	\$ 1,626.26	\$ 10.16
September, 2019	\$ 1,626.26	\$ -	\$ 1,626.26	7.50	0.00625	\$ 1,626.26	\$ 10.16
December, 2019	\$ 1,626.26	\$ -	\$ 1,626.26	7.50	0.00625	\$ 1,626.26	\$ 10.16
November, 2019	\$ 1,626.26	\$ -	\$ 1,626.26	7.50	0.00625	\$ 1,626.26	\$ 10.16
January, 2020	\$ 1,626.26	\$ -	\$ 1,626.26	6.75	0.00563	\$ 1,626.26	\$ 9.15
February, 2020	\$ 1,626.26	\$ -	\$ 1,626.26	6.75	0.00563	\$ 1,626.26	\$ 9.15
March, 2020	\$ 1,626.26	\$ -	\$ 1,626.26	6.75	0.00563	\$ 1,626.26	\$ 9.15
April, 2020	\$ 1,626.26	\$ -	\$ 1,626.26	6.75	0.00563	\$ 1,626.26	\$ 9.15
May, 2020	\$ 1,626.26	\$ -	\$ 1,626.26	6.75	0.00563	\$ 1,626.26	\$ 9.15
June, 2020	\$ 1,626.26	\$ -	\$ 1,626.26	6.75	0.00563	\$ 1,626.26	\$ 9.15
July, 2020	\$ 1,626.26	\$ -	\$ 1,626.26	5.25	0.00438	\$ 1,626.26	\$ 7.11
August, 2020	\$ 1,626.26	\$ -	\$ 1,626.26	5.25	0.00438	\$ 1,626.26	\$ 7.11
September, 2020	\$ 1,626.26	\$ -	\$ 1,626.26	5.25	0.00438	\$ 1,626.26	\$ 7.11
October, 2020	\$ 1,626.26	\$ -	\$ 1,626.26	5.25	0.00438	\$ 1,626.26	\$ 7.11
November, 2020	\$ 1,626.26	\$ -	\$ 1,626.26	5.25	0.00438	\$ 1,626.26	\$ 7.11
December, 2020	\$ 1,626.26	\$ -	\$ 1,626.26	5.25	0.00438	\$ 1,626.26	\$ 7.11
TOTALS	\$ 1,626.26	\$ -	\$ 1,626.26			\$ 1,626.26	\$ 393.35
				Total Accrued Arrearage through December 2020:		\$	1,626.26
				Total Accrued Interest through December 2020:		\$	393.35
				TOTAL SUM DUE:		\$	2,019.61

Mahoney adv. Mahoney							
D-13-477883-D							
Dept. S							
Attorney Fees	Wynn Las Vegas	2017	1/8/2017	\$ 40,000.00	DEF2176	\$ 14,000.00	Due April 2018
Date Due	Amount Due	Payment	Monthly Arrearage	Annual Legal Interest Rate (nominal)	Monthly Interest Rate as Escrow	Accrued Arrearage	Monthly Interest
April, 2018	\$ 14,000.00	\$ -	\$ 14,000.00	6.50	0.00542	\$ 14,000.00	\$ 75.83
May, 2018	\$ 14,000.00	\$ -	\$ 14,000.00	6.50	0.00542	\$ 14,000.00	\$ 75.83
June, 2018	\$ 14,000.00	\$ -	\$ 14,000.00	6.50	0.00542	\$ 14,000.00	\$ 75.83
July, 2018	\$ 14,000.00	\$ -	\$ 14,000.00	7.00	0.00583	\$ 14,000.00	\$ 81.67
August, 2018	\$ 14,000.00	\$ -	\$ 14,000.00	7.00	0.00583	\$ 14,000.00	\$ 81.67
September, 2018	\$ 14,000.00	\$ -	\$ 14,000.00	7.00	0.00583	\$ 14,000.00	\$ 81.67
October, 2018	\$ 14,000.00	\$ -	\$ 14,000.00	7.00	0.00583	\$ 14,000.00	\$ 81.67
November, 2018	\$ 14,000.00	\$ -	\$ 14,000.00	7.00	0.00583	\$ 14,000.00	\$ 81.67
December, 2018	\$ 14,000.00	\$ -	\$ 14,000.00	7.00	0.00583	\$ 14,000.00	\$ 81.67
January, 2019	\$ 14,000.00	\$ -	\$ 14,000.00	7.50	0.00625	\$ 14,000.00	\$ 87.50
February, 2019	\$ 14,000.00	\$ -	\$ 14,000.00	7.50	0.00625	\$ 14,000.00	\$ 87.50
March, 2019	\$ 14,000.00	\$ -	\$ 14,000.00	7.50	0.00625	\$ 14,000.00	\$ 87.50
April, 2019	\$ 14,000.00	\$ -	\$ 14,000.00	7.50	0.00625	\$ 14,000.00	\$ 87.50
May, 2019	\$ 14,000.00	\$ -	\$ 14,000.00	7.50	0.00625	\$ 14,000.00	\$ 87.50
June, 2019	\$ 14,000.00	\$ -	\$ 14,000.00	7.50	0.00625	\$ 14,000.00	\$ 87.50
July, 2019	\$ 14,000.00	\$ -	\$ 14,000.00	7.50	0.00625	\$ 14,000.00	\$ 87.50
Augut, 2019	\$ 14,000.00	\$ -	\$ 14,000.00	7.50	0.00625	\$ 14,000.00	\$ 87.50
September, 2019	\$ 14,000.00	\$ -	\$ 14,000.00	7.50	0.00625	\$ 14,000.00	\$ 87.50
December, 2019	\$ 14,000.00	\$ -	\$ 14,000.00	7.50	0.00625	\$ 14,000.00	\$ 87.50
November, 2019	\$ 14,000.00	\$ -	\$ 14,000.00	7.50	0.00625	\$ 14,000.00	\$ 87.50
January, 2020	\$ 14,000.00	\$ -	\$ 14,000.00	6.75	0.00563	\$ 14,000.00	\$ 78.75
February, 2020	\$ 14,000.00	\$ -	\$ 14,000.00	6.75	0.00563	\$ 14,000.00	\$ 78.75
March, 2020	\$ 14,000.00	\$ -	\$ 14,000.00	6.75	0.00563	\$ 14,000.00	\$ 78.75
April, 2020	\$ 14,000.00	\$ -	\$ 14,000.00	6.75	0.00563	\$ 14,000.00	\$ 78.75
May, 2020	\$ 14,000.00	\$ -	\$ 14,000.00	6.75	0.00563	\$ 14,000.00	\$ 78.75
June, 2020	\$ 14,000.00	\$ -	\$ 14,000.00	6.75	0.00563	\$ 14,000.00	\$ 78.75

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

Mahoney adv. Mahoney							
D-13-477883-D							
Dept. S							
Attorney Fees	Wynn Las Vegas	2018	1/19/2018	\$ 40,000.00	DEF2174	\$ 14,000.00	Due April 2019
Date Due	Amount Due	Payment	Monthly Arrearage	Annual Legal Interest Rate (percent)	Monthly Interest Rate as Factor	Accrued Arrearage	Monthly Interest
April, 2019	\$ 14,000.00	\$ -	\$ 14,000.00	7.50	0.00625	\$ 14,000.00	\$ 87.50
May, 2019	#REF!	\$ -	#REF!	7.50	0.00625	\$ 14,000.00	\$ 87.50
June, 2019	#REF!	\$ -	#REF!	7.50	0.00625	\$ 14,000.00	\$ 87.50
July, 2019	\$ 14,000.00	\$ -	\$ 14,000.00	7.50	0.00625	\$ 14,000.00	\$ 87.50
Augut, 2019	\$ 14,000.00	\$ -	\$ 14,000.00	7.50	0.00625	\$ 14,000.00	\$ 87.50
September, 2019	\$ 14,000.00	\$ -	\$ 14,000.00	7.50	0.00625	\$ 14,000.00	\$ 87.50
December, 2019	\$ 14,000.00	\$ -	\$ 14,000.00	7.50	0.00625	\$ 14,000.00	\$ 87.50
November, 2019	\$ 14,000.00	\$ -	\$ 14,000.00	7.50	0.00625	\$ 14,000.00	\$ 87.50
January, 2020	\$ 14,000.00	\$ -	\$ 14,000.00	6.75	0.00563	\$ 14,000.00	\$ 78.75
February, 2020	\$ 14,000.00	\$ -	\$ 14,000.00	6.75	0.00563	\$ 14,000.00	\$ 78.75
March, 2020	\$ 14,000.00	\$ -	\$ 14,000.00	6.75	0.00563	\$ 14,000.00	\$ 78.75
April, 2020	\$ 14,000.00	\$ -	\$ 14,000.00	6.75	0.00563	\$ 14,000.00	\$ 78.75
May, 2020	\$ 14,000.00	\$ -	\$ 14,000.00	6.75	0.00563	\$ 14,000.00	\$ 78.75
June, 2020	\$ 14,000.00	\$ -	\$ 14,000.00	6.75	0.00563	\$ 14,000.00	\$ 78.75
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	\$ 1,540.00
				Total Accrued Arrearage through December 2020:		\$	14,000.00
				Total Accrued Interest through December 2020:		\$	1,540.00
				TOTAL SUM DUE:		\$	15,540.00

Mahoney adv. Mahoney							
D-13-477883-D							
Dept. S							
	Golden						
	Entertainment -	2018	6/8/2018	\$ 25,000.00	DEF1863	\$ 8,750.00	Due April 2019
Date Due	Amount Due	Payment	Monthly Arrearage	Annual Legal Interest Rate (percent)	Monthly Interest Rate as Factor	Accrued Arrearage	Monthly Interest
April, 2019	\$ 8,750.00	\$ -	\$ 8,750.00	7.50	0.00625	\$ 8,750.00	\$ 54.69
May, 2019	\$ 8,750.00	\$ -	\$ 8,750.00	7.50	0.00625	\$ 8,750.00	\$ 54.69
June, 2019	\$ 8,750.00	\$ -	\$ 8,750.00	7.50	0.00625	\$ 8,750.00	\$ 54.69
July, 2019	\$ 8,750.00	\$ -	\$ 8,750.00	7.50	0.00625	\$ 8,750.00	\$ 54.69
August, 2019	\$ 8,750.00	\$ -	\$ 8,750.00	7.50	0.00625	\$ 8,750.00	\$ 54.69
September, 2019	\$ 8,750.00	\$ -	\$ 8,750.00	7.50	0.00625	\$ 8,750.00	\$ 54.69
December, 2019	\$ 8,750.00	\$ -	\$ 8,750.00	7.50	0.00625	\$ 8,750.00	\$ 54.69
November, 2019	\$ 8,750.00	\$ -	\$ 8,750.00	7.50	0.00625	\$ 8,750.00	\$ 54.69
January, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	6.75	0.00563	\$ 8,750.00	\$ 49.22
February, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	6.75	0.00563	\$ 8,750.00	\$ 49.22
March, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	6.75	0.00563	\$ 8,750.00	\$ 49.22
April, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	6.75	0.00563	\$ 8,750.00	\$ 49.22
May, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	6.75	0.00563	\$ 8,750.00	\$ 49.22
June, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	6.75	0.00563	\$ 8,750.00	\$ 49.22
July, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	5.25	0.00438	\$ 8,750.00	\$ 38.28
August, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	5.25	0.00438	\$ 8,750.00	\$ 38.28
September, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	5.25	0.00438	\$ 8,750.00	\$ 38.28
October, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	5.25	0.00438	\$ 8,750.00	\$ 38.28
November, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	5.25	0.00438	\$ 8,750.00	\$ 38.28
December, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	5.25	0.00438	\$ 8,750.00	\$ 38.28
TOTALS	\$ 8,750.00	\$ -	\$ 8,750.00			\$ 8,750.00	\$ 962.50
				Total Accrued Arrearage through December 2020:		\$	8,750.00
				Total Accrued Interest through December 2020:		\$	962.50
				TOTAL SUM DUE:		\$	9,712.50

Mahoney adv. Mahoney							
D-13-477883-D							
Dept. S							
Attorney Fees	Resorts World	2019	1/9/2020	\$ 80,384.49	DEF1756	\$ 28,134.57	Due April 2020
Date Due	Amount Due	Payment	Monthly Arrearage	Annual Legal Interest Rate (percent)	Monthly Interest Rate as Factor	Accrued Arrearage	Monthly Interest
April, 2020	\$ 28,134.57	\$ -	\$ 28,134.57	6.75	0.00563	\$ 28,134.57	\$ 158.26
May, 2020	\$ 28,134.57	\$ -	\$ 28,134.57	6.75	0.00563	\$ 28,134.57	\$ 158.26
June, 2020	\$ 28,134.57	\$ -	\$ 28,134.57	6.75	0.00563	\$ 28,134.57	\$ 158.26
July, 2020	\$ 28,134.57	\$ -	\$ 28,134.57	5.25	0.00438	\$ 28,134.57	\$ 123.09
August, 2020	\$ 28,134.57	\$ -	\$ 28,134.57	5.25	0.00438	\$ 28,134.57	\$ 123.09
September, 2020	\$ 28,134.57	\$ -	\$ 28,134.57	5.25	0.00438	\$ 28,134.57	\$ 123.09
October, 2020	\$ 28,134.57	\$ -	\$ 28,134.57	5.25	0.00438	\$ 28,134.57	\$ 123.09
November, 2020	\$ 28,134.57	\$ -	\$ 28,134.57	5.25	0.00438	\$ 28,134.57	\$ 123.09
December, 2020	\$ 28,134.57	\$ -	\$ 28,134.57	5.25	0.00438	\$ 28,134.57	\$ 123.09
TOTALS	\$ 28,134.57	\$ -	\$ 28,134.57			\$ 28,134.57	\$ 1,213.30
				Total Accrued Arrearage through December 2020:		\$	28,134.57
				Total Accrued Interest through December 2020:		\$	1,213.30
				TOTAL SUM DUE:		\$	29,347.87

Mahoney adv. Mahoney							
D-13-477883-D							
Dept. S							
	Resorts World	2019	6/6/2019	\$ 25,000.00	DEF1724	\$ 8,750.00	Due April 2020
Date Due	Amount Due	Payment	Monthly Arrearage	Annual Legal Interest Rate (percent)	Monthly Interest Rate as Factor	Accrued Arrearage	Monthly Interest
April, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	6.75	0.00563	\$ 8,750.00	\$ 49.22
May, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	6.75	0.00563	\$ 8,750.00	\$ 49.22
June, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	6.75	0.00563	\$ 8,750.00	\$ 49.22
July, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	5.25	0.00438	\$ 8,750.00	\$ 38.28
August, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	5.25	0.00438	\$ 8,750.00	\$ 38.28
September, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	5.25	0.00438	\$ 8,750.00	\$ 38.28
October, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	5.25	0.00438	\$ 8,750.00	\$ 38.28
November, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	5.25	0.00438	\$ 8,750.00	\$ 38.28
December, 2020	\$ 8,750.00	\$ -	\$ 8,750.00	5.25	0.00438	\$ 8,750.00	\$ 38.28
TOTALS	\$ 8,750.00	\$ -	\$ 8,750.00			\$ 8,750.00	\$ 377.34
				Total Accrued Arrearage through December 2020:		\$	8,750.00
				Total Accrued Interest through December 2020:		\$	377.34
				TOTAL SUM DUE:		\$	9,127.34

EXHIBIT “B”

Chase

[Print QuickPay activity table](#)

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

<u>Date received</u>	<u>Status</u>	<u>Sender</u>	<u>Type</u>	<u>Actions</u>	<u>Amount</u>
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

<u>Date received</u>	<u>Status</u>	<u>Sender</u>	<u>Type</u>	<u>Actions</u>	<u>Amount</u>
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

<u>Date received</u>	<u>Status</u>	<u>Sender</u>	<u>Type</u>	<u>Actions</u>	<u>Amount</u>
Jan 9, 2020	Completed	BART MAHONEY	Real-time	See details	\$1,091.00
Dec 25, 2019	Completed	BART MAHONEY	Real-time	See details	\$1,091.00
Dec 12, 2019	Completed	BART MAHONEY	Real-time	See details	\$1,091.00
Nov 21, 2019	Completed	BART MAHONEY	Real-time	See details	\$1,092.00
Nov 5, 2019	Completed	BART MAHONEY	Real-time	See details	\$891.00
Nov 1, 2019	Completed	BART MAHONEY	Real-time	See details	\$200.00
Oct 23, 2019	Completed	BART MAHONEY	Real-time	See details	\$600.00
Oct 3, 2019	Completed	BART MAHONEY	Real-time	See details	\$1,500.00

You've reached the end of your activity.

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Bartholomew M Mahoney,
Plaintiff

CASE NO: D-13-477883-D

7 vs.

DEPT. NO. Department S

8
9 Bonnie M Mahoney, Defendant.

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 12/24/2020

16 "Roger Giuliani, Esq." .

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