

IN THE SUPREME COURT OF THE STATE OF NEVADA

Case No. 82723

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DAVID PATRICK STUCKE
Appellant

And

CHRISTIE LEEANN STUCKE
Respondent

Appeal from Order from February 25, 2021 regarding Findings of Fact,
Conclusions of Law and Order and Decree of Divorce, Clark County Nevada,
Eighth Judicial District Court Family Division Department F
Appellant's Appendix Volume 2

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IN THE SUPREME COURT OF THE STATE OF NEVADA

DAVID PATRICK STUCKE

Appellant,

vs.

CHRISTIE LEEANN STUCKE,

Respondent.

Supreme Court Case No.: **82723**

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DATED this 22nd day of October 2021.



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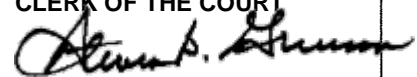
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DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

12 **DAVID PATRICK STUCKE,**

14 Plaintiff,

15 vs.

16 **CHRISTIE LEANN STUCKE,**

17 Defendant.

CASE NO: D-18-580621-D
DEPT NO: F

19 **DEFENDANT'S EXHIBIT APPENDIX TO OPPOSITION TO PLAINTIFF'S**
20 **MOTION TO MODIFY CUSTODY; FOR CHILD SUPPORT; PAYMENT OF**
21 **MARITAL BILLS AND EXPENSES; EXCLUSIVE POSSESSION OF THE**
22 **MARITAL RESIDENCE; SALE OF THE BIRKLAND PROPERTY;**
23 **ATTORNEY'S FEES AND FOR RELATED RELIEF;**
24 **AND**
25 **COUNTERMOTION FOR FINANCIAL RELIEF, RETURN OF FILE**
26 **SERVER, ATTORNEY'S FEES AND OTHER RELATED RELIEF**

25 **COMES NOW** the Defendant, **CHRISTINE LEANN STUCKE**, by and
26 through her legal counsel, **BRIAN J. STEINBERG, ESQ.** of the **STEINBERG**
27 **& DAWSON LAW GROUP**, and submits the following Exhibits in support of
28

1 her Opposition to Plaintiff's Motion To Modify Custody; For Child Support;
2 Payment Of Marital Bills And Expenses; Exclusive Possession Of The Marital
3 Residence; Sale Of The Birkland Property; Attorney's Fees And For Related
4 Relief; And Countermotion For Financial Relief, Return Of File Server, Attorney's
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7 **DATED** this 13th day of March, 2019.

8
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1 CERTIFICATE OF SERVICE

2 I hereby certify that I am an employee of the Steinberg & Dawson Law
3 Group and that on March 13, 2019, pursuant to N.R.C.P. 5(b)(2)(D), and EDCR
4 8.05, a true and correct copy of the Opposition to Plaintiff's Motion To Modify
5 Custody; For Child Support; Payment Of Marital Bills And Expenses; Exclusive
6 Possession Of The Marital Residence; Sale Of The Birkland Property; Attorney's
7 Fees And For Related Relief; And Countermotion For Financial Relief, Return Of
8 File Server, Attorney's Fees And Other Related Relief was served on Defendant
9 by:

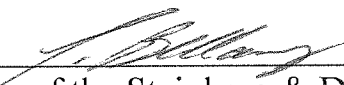
10 x U.S. Mail, First Class, postage prepaid to the person(s) identified
11 below;

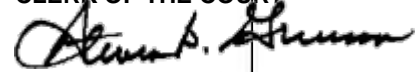
12 Via Facsimile at the number(s) identified below:

13 Via Electronic mail to the person(s) identified below:

14 x Via Electronic mail utilizing the Odyssey E-file and Serve system
15 to the person(s) identified below as follows:
16
17
18

19 Vincent Mayo, Esq.
20 6252 South Rainbow Blvd., Suite 100
21 Las Vegas, Nevada 89118
22 vmgroup@theabramslawfirm.com
23 Attorney for Plaintiff
24

25 
26 _____
27 An Employee of the Steinberg & Dawson Law Group
28



1 **ROPP**

Vincent Mayo, Esq.
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Attorney for Plaintiff

6 Eighth Judicial District Court
7 Family Division
8 Clark County, Nevada

8 DAVID PATRICK STUCKE,	)	Case No.: D-18-580621-D
)	
9 Plaintiff,	)	Department: F
)	
10 vs.	)	Date of Hearing: 3/27/2019
	)	Time of Hearing: 9:00 a.m.
11 CHRISTIE LEEANN STUCKE,)	
)	
12 Defendant.)	

13 **REPLY TO OPPOSITION TO PLAINTIFF'S MOTION TO**
14 **MODIFY CUSTODY; FOR CHILD SUPPORT; PAYMENT OF**
15 **MARITAL BILLS AND EXPENSES; EXCLUSIVE POSSESSION**
16 **OF THE MARITAL RESIDENCE; SALE OF THE BIRKLAND**
17 **PROPERTY; ATTORNEY'S FEES AND FOR RELATED RELIEF;**
18 **AND OPPOSITION TO COUNTERMOTION FOR FINANCIAL**
19 **RELIEF, RETURN OF FILE SERVER, ATTORNEY'S FEES AND**
20 **OTHER RELATED RELIEF**

17 **NOW INTO COURT** comes Plaintiff, DAVID PATRICK STUCKE,
18 by and through her attorney of record, VINCENT MAYO, ESQ., of THE
19 ABRAMS & MAYO LAW FIRM, and hereby submits his *Reply to*
20 *Opposition to Plaintiff's Motion to Modify Custody; for Child Support;*
21

1 *Payment of Marital Bills and Expenses; Exclusive Possession of the*
2 *Marital Residence; Same of the Birkland Property; Attorney's Fees and*
3 *for Related Relief; and Opposition to Countermotion for Financial*
4 *Relief, Return of File Server, Attorney's Fees and Other Related Relief.*

5 This Reply is made and based upon the attached Points and
6 Authorities, all papers and pleadings on file herein, and any oral
7 argument adduced at the hearing of this matter.

8 DATED Friday, March 22, 2019.

9 Respectfully Submitted,

10 THE ABRAMS & MAYO LAW FIRM

11
12 /s/ Vincent Mayo, Esq. _____
13 Vincent Mayo, Esq.
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16 Las Vegas, Nevada 89118
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Attorney for Plaintiff

17 ///

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19 ///

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1 **I. PROCEDURAL NOTE**

2 Due to a trial conflict, Attorney Mayo requested an extension until
3 Friday, March 22nd, in which to file this Reply. This request was granted
4 as a courtesy by Defendant's counsel.

5 **II. REPLY AND OPPOSITION**

6 **A. David's General Responses to Christie's Falsehoods**

7 It appears Christie is unable to be truthful and instead of
8 conceding David's truthful statements, is doubling down on her lies.
9 These reach back all the way to the time the parties were originally
10 together and decided to have children. The parties had a mutual
11 agreement for Christie to stop her birth control but there was no
12 discussion of getting married. David in fact explicitly told Christie he
13 never wanted to get married again. As her due date grew closer, Christie
14 began pressuring David to marry her, with Christie's irrational and
15 manipulative repeated threats to abort their first child eventually forced
16 David to appease Christie.

17 David never stated Christie was diagnosed with bi-polar disorder.
18 What he stated is that Christie's said her therapist thought "Christie
19 might be" as Christie had behavior which reflected bi-polar disorder.
20 Further, the text messages attached to David's motion show that
21

1 whether Christie was diagnosed as bi-polar or not, she believed she had
2 an underlying mental disorder. Christie in fact sent David a link for
3 information regarding the illness and even admitted in one of her
4 messages that she would be willing to “consider medication.”

5 As for Christie’s allegations regarding what was said between
6 David and his ex-wife in therapy, these claims are outlandish and
7 nonsensical. How would Christie know what was said in therapy sessions
8 that occurred prior to David and Christie even meeting? Christie seems
9 to just be throwing out anything she can, while David has hard
10 documentation backing up his statements. Regardless, David did not
11 make these representations.

12 While Christie claims her actions related to physically harming
13 David were in self-defense, the videos provided by David show quite the
14 opposite. It’s interesting that again, Christie only has her version of
15 events and no evidence, while David has photos of marks on him, items
16 broken around the house, photos of the damaged doors and videos of
17 Christie attacking him. Christie’s tirades were such an issue throughout
18 the marriage that it was mentioned multiple times in counseling.
19 Christie did not once claim David was abusive during these sessions,
20 instead yelling and fixating on David having a relationship with someone
21 else.

1 The day of the accused rape, Christie posted on Facebook
2 complaining about David filing for divorce.¹ She received advice from
3 friends of hers in the comments and some of her friends said, “Fight
4 back, fight dirty” and “Don’t let the enemy know your plan.” The post
5 was deleted per her friend’s advice, but David was able to obtain at least
6 the “Don’t let the enemy know your plan” one and a few other
7 screenshots before the remaining ones were deleted as well. David has
8 never threatened to take the kids away from Christie. David simply
9 wants her to be calm and be aware of how she acts in front of the
10 children and how it can adversely affect them.

11 Christie continues to play games in an effort to distort the truth.
12 For example, Christie claims David is somehow violating the EPO by
13 speaking with her during the child exchanges. However, it is Christie is is
14 attempting to engage David. Christie has been texting David and
15 speaking to him about their lives and the litigation since the time David
16 was first served with the TPO. Attached as texts² from Christie to David
17 after the TPO was served in which she discusses all kind of issues,
18 including David dropping the divorce, finances, even about Christie
19 having her boyfriend finish their child’s bedroom floor.

20 ¹ Please see Facebook posting attached to the Appendix as Exhibit “1”.

21 ² Please see text messages attached to the Appendix as Exhibit “2.”

1 It is of note that during the first TPO hearing, Commissioner
2 Henry told Christie that she cannot attempt to write texts and emails to
3 David to talk about matters unrelated to the children and then claim she
4 is worried David will have a conversation with her. Christie disregarded
5 this admonishment by Commissioner Henry and continues to engage
6 David to this day. If anything, Christie has stepped up her game. In
7 videos from Christie taken during the child exchanges, Christie can be
8 seen and heard unnecessarily raising her voice and beginning arguments
9 with David. She attempts to almost narrate the video, stating David is
10 yelling multiple times when he is not and stating that David is acting
11 hostile while unbuckling the child when the videos do not show this.

12 Even in her own videos Christie is clearly the aggressor. Christie
13 claims in her opposition that she walked back to the car to “deescalate
14 the situation” but her own video shows she continues talking and
15 attempting to provoke David as she walks back to her car to grab David’s
16 mail. She then walks back to David and says “I have another question for
17 you” before ending the video.

18 Christie’s claims that her personal lifestyle and bedroom
19 preferences have no bearing as part of this divorce process. However,
20 she is actively building a ropes dungeon in the garage ***of the home the***
21 ***children live in*** that is community property, without David’s

1 permission. This is severely concerning to David as Christie is
2 advertising a four-month long course on Facebook³ and FetLife to
3 *hundreds* of people, on Facebook alone she has invited 222 people. She
4 is actively inviting strangers to come to the marital home to participate
5 in sex/roping classes. David cannot fathom how Christie thinks this has
6 no bearing or why such behavior in the home the children live is
7 unacceptable. As shown by Mr. Pheasant's background, Christie does not
8 investigate who she invites into the home as a friend, let alone as
9 someone paying the attend a class that was publicly advertised to
10 complete strangers, on multiple forums. All it takes is for one person,
11 with a seedier past than Mr. Pheasant, to come to the class, request to
12 use the bathroom and see the layout of the house, the security of the
13 home and photos of the children. This thought is extremely frightening
14 to David not to mention the modifications that are taking place in the
15 home without his permission.

16 Christie continues her blatant denials in regards to marital
17 property. Christie denies any violations of the JPI even though she all
18 but emptied the joint bank account, withheld David's paycheck from
19 David and withdrew \$15,000 from business accounts – all while David

20
21 _____
³ Please see Facebook posting attached to the Appendix as Exhibit "3".

1 did his best to continue paying the bills without Christie's usual
2 contribution of \$1,500 a month.

3 Christie states the safe was opened by a third-party safe company
4 on video camera. It is amazing that Christie would lie about this, as the
5 video she provided shows Mr. Pheasant cutting open the last part of the
6 safe. The top of the safe is clearly already open when the recording
7 began, meaning anyone could have easily slipped their hand into it and
8 taken out items prior to the last part of the safe being cut open.⁴

9 **B. David, Not Christie, Should be Awarded Temporary**
10 **Primary Physical Custody**

11 As stated in David's Motion, Christie is acting alarmingly reckless
12 with the safety of the children. Even after learning about Mr. Pheasant's
13 horrible past, Christie *still* allows him around the children and brushes
14 his horrible actions under the rug, claiming they don't matter to this
15 case. When will they matter to Christie? When it's her or one of the
16 children he hurts? Christie is in a relationship with Mr. Pheasant
17 (receiving a heart locket from him and constantly being with him) and
18 while Christie's infatuation with Mr. Pheasant may blind her to the
19 danger Mr. Pheasant poses, David is not willing to take that risk.

20 ⁴ It is of note that Christie alleges David misuses medications but, in the video
21 showing the contents of the safe she shows a bottle of Hydrocodone pills that have a
date of 2017 on them. Surely if David abused prescription drugs, he would not still
have painkillers from 2017.

1 Additionally, as stated above, Christie is inviting hundreds of total
2 strangers to the marital residence to partake in a four-month long
3 rope/sex class Christie. Christie is even making modifications to the
4 garage for this activity. Such sexual activities including hundreds of
5 strangers should not be taking place in the home which is technically
6 David's separate property, much less the marital residence where the
7 children still live. Surely this Court can see the slew of dangers these
8 actions bring. David is cognizant of lifestyle choices and is against
9 exposing his home where the children live half the time to hundreds of
10 people for rope/sexual courses.

11 David is a loving and attentive father. The children do well in his
12 care and feel safe in his presence. David would point out Christie left for
13 Florida numerous times during the marriage for weeks while David
14 stayed in Nevada caring for the children. Evidently, Christie believed
15 David was a good father until David filed for divorce against her. Christie
16 did so as well when she would launch into a rage and leave the home for
17 days, with David caring for the children alone.

18 **C. Child and Spousal Support**

19 Christie, in her Opposition & Countermotion, almost completely
20 ignores the fact she makes more than David does. This is because
21 Christie knows it is true. In David's Motion, he stated Christie's business

accounts are through Wells Fargo and that he had subpoenaed them. Wells Fargo has now provided the account statements. Based on these statements for a one-year period, with Wells Fargo providing up through the most recent at the time (which were the January 2019 statements), the following chart identifies Christie's business accounts, the funds received as business income from clients and the deductions for business expenses:

<u>Wells Fargo PCCG Business Account Ending in 5639:</u>	<u>Wells Fargo Atomic Radiology Business Account Ending in 9957:</u>	<u>Wells Fargo ActionRad Business Account Ending in 1401:</u>
<u>Deposits from Business Clients:</u>	<u>Deposits from Business Clients:</u>	<u>Deposits from Business Clients:</u>
1/19: \$19,750	1/19: \$2,410	1/19: \$0
12/18: \$4,733	12/18: \$4,000	12/18: \$5,979
11/18: \$13,761	11/18: \$8,833	11/18: \$7,206
10/18: \$8,966	10/18: \$8,626	10/18: \$2,000
9/18: \$10,308	9/18: \$1,091	9/18: \$0
8/18: \$14,240	8/18: \$12,594	8/18: \$0
7/18: \$5,336	7/18: \$1,669	7/18: \$0
6/18: \$6,625	6/18: \$5,279	6/18: \$5,000
5/18: \$8,862	5/18: \$0	5/18: \$3,000
4/18: \$12,093	4/18: \$0	4/18: \$3,350
3/18: \$16,851	3/18: \$7,413	3/18: \$4,577
2/18: \$9,855	2/18: \$0	2/18: \$4,321
<u>Gross Business Revenues:</u>	<u>Gross Business Revenues:</u>	<u>Gross Business Revenues:</u>
\$128,662	\$52,185	\$35,433
<u>Business Expenses:</u>	<u>Business Expenses:</u>	<u>Business Expenses:</u>
Only \$545 that were identifiable	Approximately \$38,310	Approximately \$10,424
<u>Net Business Income:</u>	<u>Net Business Income:</u>	

\$128,117	\$13,875	<u>Net Business Income:</u>
		\$25,009

Altogether, Christie has “taken home” over the last year \$167,000, or \$13,916.75 per month. This figure is vastly larger than the mere \$4,100 Christie lists in her FDF. It should be noted that transfers between these accounts, Christie personal accounts and accounts she has with adult children are not included in the above accounts, just funds directly deposited into the accounts. There are weekly ATM withdraws at casinos and bars, fast food purchases, dinners out, Walgreen’s charges, S&M purchases, groceries, Starbucks, movie tickets, gas for vehicle, clothing, home video rentals, Lyft rides, Carnival cruise, getting nails done, wine, children’s play parks (Kangamoo) etc. Clearly, Christie uses the “business” accounts as her personal accounts (especially the PCCG account), in addition to her actual personal account, and these purchases constitute income to Christie.

David used to gamble professionally but hasn’t for some time. Christie still does recreationally, and it is clear she has an addiction. The Wells Fargo bank statements show Christie spent a whopping \$79,565 on ATM withdrawals at casinos and bars with gambling machines. Except for the Atomic Radiology account, David was not on Christie’s accounts did not have access to them.

1 Now, Christie tries to pivot by stating her business has lost
2 customers due to her having children. This is not true though. Christie
3 has lost clients because she lets her software become outdated and
4 paying less attention to client needs. Perhaps if Christie focused in her
5 career needed to help support the family and less on her rope play /
6 sexual classes and lifestyle, she would be more profitable.

7 Further, Christie admitted at the Early Case Conference (ECC) that
8 her friend Brittany lives with her at the marital residence and provides
9 Christie \$200 per week (which comes out to \$10,400 per year, or \$866
10 per month. When this figure is added to Christie's monthly income of
11 \$13,916.75, Christie has gross monthly income of \$14,783.

12 David has a new job that pays him gross of \$3,846 per paycheck
13 every two weeks, which is approximately \$100,000 per year, or \$8,333
14 per month.⁵ David just started last week and has just received his first
15 paycheck.⁶ It should be noted that David proactively notified Christie's
16 counsel of the involuntary loss of his prior job and he was undertaking

17 _____
18 ⁵ David did not lie about freelance income. David received wire transfers from one
19 company and checks from another which all were put into the parties' joint
20 accounts. David lost one customer due to the divorce and the other doesn't need any
21 work right now. Regardless, now that David has a full time in-office job, there will
not be enough time to do such projects anyway.

⁶ See the paycheck from Ainsworth Game Technology dated March 22, 2019,
attached to the Appendix as Exhibit "4." It should be noted that this is not a full
paycheck as David did not start at the beginning of the pay period. David is also not
yet eligible for 401k contributions, or insurance. When he is, he anticipates the total
deductions being around \$480 per paycheck.

1 immediate efforts to obtain new employment.⁷ David in fact did soon
2 afterwards. Therefore, Christie's claim David was intentionally
3 unemployed is blatantly false as David provided in his Motion the
4 documentation from his prior employer showing he was let go due to cut
5 backs and not other reason.

6 If child custody is therefore modified to David having primary
7 custody, Christie's child support obligation under NRS 125B.070 for two
8 children comes out to \$2,130. If temporary custody is maintained as is
9 (jointly), child support under *Wright v. Osburn* will come out to Christie
10 paying David \$1,613 per month.

11 As for marital expenses, the Court should note that Christie finally
12 agreed to be responsible for the mortgage, utilities and her personal
13 expenses (groceries, gas, out of pocket medical expenses, entertainment,
14 dining out, etc.). Christie will state she will only be responsible for same
15 if she is allowed to stay in the Maule residence but ability to contribute
16 to marital expenses is based on available income, not by where a person
17 lives. This is just an attempt to try and hold on to the Maule residence
18 just a little bit longer – despite the fact the property is David's separate
19 property, with Christie at most having a potential *Malmquist* interest.

20
21

⁷ See the February 6, 2019 correspondence, attached to the Appendix as Exhibit "5."

**D. Sales Proceeds from the Birkland Property Should
Remain in Segregated**

Christie's position that there are "uncontested" funds being held in the trust account is not accurate. The fact is David asserts those "uncontested" funds are in fact his separate property. While David is still in the process of getting together his documentation, David has the Vesting Instructions sheet evidencing the parties intended the Birkland property to be David's separate property, to vest as "a Married Man as his Sole and Separate Property."⁸ This is in line with other properties purchased in which Christie relinquished any community interest to David. The business owning the Birkland property was in David's and his partner's name, not Christie's. Further, the Birkland property was unencumbered, meaning community funds did not pay on any mortgage. Since a subsequent determination by this Court that the property was David's separate property would result in David being awarded the funds in trust, the sales proceeds should remain in the account pending adjudication of the issue.

Christie states she needs funds from the trust account to get her "bookkeeping up to date." This is just an excuse to try and grab the funds. Also, Christie contradicts herself in her request: Christie claims at

⁸ See the Vesting Instructions sheet, attached to the Appendix as Exhibit "6."

1 least one of the businesses (the largest) is her premarital separate
2 property but then wants community funds to support it. Regardless, if
3 Christie has the income from the businesses she runs from which to pay
4 for dinners out with her boyfriend, wine purchases, getting her nails
5 done, etc., she has the funds with which to continue paying for business
6 expenses.

7 **E. Request to Sell Grandview Residence**

8 The Grandview house has in fact been listed for sale and been on
9 the market for six months. Now, Christie knows this and is playing
10 dumb. She is only asking because she is upset David is asking to have
11 exclusive possession of the Maule marital residence. Christie even
12 misstates the mortgage balance on Grandview is twice as much as Maule
13 as a reason to sell Grandview but this is not true. Maule's monthly
14 mortgage payment is approximately \$1,500 while Grandview's is \$2,100
15 – nowhere near twice as much.

16 **F. Christie's Request for Reimbursement of Funds**

17 The furniture and furnishings for the Birkland property were
18 bought mostly from rental income. However, they were used and when
19 they sold, their depreciation was considerable (as it is with trying to
20 resale furniture and furnishings). The original purchase price for the
21 items was not \$20,000 but rather closer to \$6,000 to \$7,000. David had

1 the original purchase receipts in the Maule residence and did not take
2 them with him when he was kicked out, meaning Christie should have
3 them. Also, a portion of the minimal proceeds were used to pay for costs
4 to get the Birkland property in sale condition. David is in the process of
5 getting together a list of the expenses related to selling the furniture and
6 furnishings and getting the Birkland property in sale condition.

7 **G. COBRA Coverage**

8 Christie's unreasonable demands continue with her request David
9 pay \$2,000 for COBRA coverage for March. Essentially, Christie wants
10 David, who is broke trying to pay for two households and until last week
11 was unemployed, to also pay for COBRA. Christie wants this despite her
12 making more money than David and, as reflected in bank statements,
13 has money for wine, nice meals out, clothing, etc.

14 **H. Christie Should Not be Awarded Attorney's Fees**

15 Christie's refusal to keep a man convicted of repeatedly battering
16 two women – which he admitted to – away from the parties' children is
17 why David filed his motion. Christie's refusal to admit her true income,
18 which is three times as much as the amount she falsely listed in her FDF,
19 is why David filed his motion. Christie's refusal to contribute to the
20 marital expenses, in an attempt to stick David with the bills for two
21 residences despite her making more than David, is why David filed his

1 motion. Christie is the one coming to the Court with unclean hands,
2 who forced David to seek relief from the Court and has unnecessarily
3 protracted the matter by making up false accusations about David. If
4 anyone is entitled to fees under NRS 125.040, NRS 18.010 and EDCR
5 7.60 it is David.

6 CONCLUSION

7 Based on the foregoing, this Honorable Court should deny
8 Christie's Countermotion in its entirety and grant the relief requested in
9 David's *Motion*.

10 DATED Friday, March 22, 2019.

11 Respectfully Submitted,

12 THE ABRAMS & MAYO LAW FIRM

13 /s/ Vincent Mayo

14 Vincent Mayo, Esq.

15 Nevada State Bar Number: 8564

16 6252 South Rainbow Blvd., Suite 100

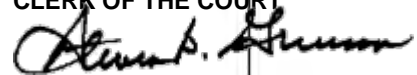
17 Las Vegas, Nevada 89118

18 Attorney for Plaintiff

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Brian J. Steinberg, Esq.
Attorney for Defendant

/s/ Chantel Wade
An Employee of The Abrams & Mayo Law Firm



1 **EXH**

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Attorney for Plaintiff

Eighth Judicial District Court
Family Division
Clark County, Nevada

8	DAVID PATRICK STUCKE,	)	Case No.:	D-18-580621-D
)		
9	Plaintiff,	)	Department: F	
)		
10	vs.)		
)		
11	CHRISTIE LEEANN STUCKE,)		
)		
12	Defendant.)		

**APPENDIX OF EXHIBITS IN SUPPORT OF REPLY TO
OPPOSITION TO PLAINTIFF'S MOTION TO MODIFY
CUSTODY; FOR CHILD SUPPORT; PAYMENT OF MARITAL
BILLS AND EXPENSES; EXCLUSIVE POSSESSION OF THE
MARITAL RESIDENCE; SALE OF THE BIRKLAND
PROPERTY; ATTORNEY'S FEES AND FOR RELATED RELIEF;
AND OPPOSITION TO COUNTERMOTION FOR FINANCIAL
RELIEF, RETURN OF FILE SERVER, ATTORNEY'S FEES AND
OTHER RELATED RELIEF**

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Exhibit	Description
1	Christie's Facebook post complaining about David filing for divorce
2	Christie's text messages to David after the TPO was in place
3	Christie's advertisement on Facebook for her four-month long course
4	Paycheck from Ainsworth Game Technology dated March 22, 2019
5	Correspondence from Attorney Mayo to Attorney Steinberg
6	Vesting Instructions sheet

Dated this 22nd day of March, 2019.

Respectfully Submitted,

THE ABRAMS & MAYO LAW FIRM

/s/ Vincent Mayo

Vincent Mayo, Esq.

Nevada State Bar Number: 8564

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Las Vegas, Nevada 89118

Tel: (702) 222-4021

Fax: (702) 248-9750

Attorney for Plaintiff

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Brian J. Steinberg, Esq.
Attorney for Defendant

/s/ Chantel Wade
An Employee of The Abrams & Mayo Law Firm

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1



8:55



Christie Leann Stucke

4 hrs · 🌐



👍 Like Reply



Joseph Geller

As a lawyer, I highly caution you from talking to much about this on Facebook until it is resolved. I caution you to speak only to your lawyer (once you have one) and not to take any legal advice from anyone who is NOT your lawyer. People have the best intentions and can tell you how the law was applied to their situation, but that is more often than not somewhat different from your situation. Please, keep as calm as you can, seek professional advice, and keep the long term best interest of your children and yourself in mind.

1h Like Reply



Eneida Medina

Joseph Geller so true never let your enemy know your plans.

1h Like Reply



Joseph Geller

Eneida Medina more like statements again interest. Everything said here may be used



Write a comment...



6:32



Christie Leann Stucke

1 hr · 🌐



I'm posting this for anyone in the situation.

NRS 125C.0015 Parents have joint custody until otherwise ordered by court.

1. The parent and child relationship extends equally to every child and to every parent, regardless of the marital status of the parents.

2. If a court has not made a determination regarding the custody of a child, each parent has joint legal custody and joint physical custody of the child until otherwise ordered by a court of competent jurisdiction.

(Added to NRS by 2015, 2582)

Meaning....let him play games. Throw him under the bus in court. Worked for me when my ex tried her shit. In Nevada you have to prove why you think joint custody is not good for the child

Call that attorney I sent to you. She has been by my side for my whole duration of my divorce. She's a godsent.




Write a comment...




8:56



**Christie Leann Stucke**

4 hrs ·



Eneida Medina
Joseph Geller so true never let
your enemy know your plans.
1h Like Reply




Joseph Geller
Eneida Medina more like
statements again interest.
Everything said here may be used
against a person.
1h Like Reply



Christopher Reade
Cannot like Joseph's first
comment enough. Furthermore,
your (ex)-spouse is still and will
remain the parent of your children
and someone with whom you are
going to coparent for many years
to come. You will remain partners
in the common goal of healthy
happy children.
58m Like Reply

Write a reply...



Eneida Medina
Girl you have been through a lot, stay
.. .. .

Write a comment...



EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

8:15

LTE



Christie >

Wednesday 8:30 AM

I understand that we are allowed to discuss visitation with children and that is all at this time

I am willing to help by packing your mom's stuff and bring her to the Grandview if you need not trying to make this difficult.. just trying not to have conflict or any violence fighting with you... you of course cannot be around when I am dropping her off

Wednesday 1:29 PM

Did you take Sara's tablet can you please bring it back when you come back

Wednesday 2:50 PM

Also could you please give me my passport out of the safe and any of my personal items like my birth certificate for me



Text Message



8:15

LTE



Christie >

my passport out of the safe
and any of my personal items
like my birth certificates for me
kids etc

I will be sending you money or
transferring money from the
events coming up to help you
financially with the mortgages I
hope that you will keep your
word that you will not cause
any problems for Meyla.. if it's
not okay then please let me
know and Meyla will host at the
Black Swan I figured you would
want the portion of donation
money though.. I still want to
try to be amicable with you but
I feel safer going through this
divorce without you being
threatening around me. I know
you are not able to talk to me
except for things about the
children and you may not be
responding at all so that you
are within the legal constraints
of the protection order. If you
feel more comfortable



Text Message

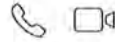


7:21

LTE

< Home

Christie Leann Stucke >
Active 3m ago



THU 9:03 AM

Hey there I am trying to reach you through other people so that you can arrange visitation to see the kids if you also make sure to give me Sarah's tablet she can FaceTime you anytime she likes. Not trying to keep the kids away from you trying to get you to respond through Jimmy or Meya if you don't want to respond to me directly.



THU 2:34 PM

Hey there you promise not to take out our issues on any of the events or parties and I had planned to give you the money from those things you're hurting us financially by doing that.. both Miguel and Mila told me that you told them to cancel the events. I know that you can



Aa



7:21

LTE

< Home

Christie Leann Stucke >

Active 3m ago



by doing that.. both Miguel and Mila told me that you told them to cancel the events. I know that you can read these messages I know that you are not able to respond but if you could please contact them and give permission for them and that you're not going to cause them problems I will be happy not to attend if you don't want me to attend if you want to oversee things but please don't do that to them they need this income as much as you do. Please don't break another promise. At any time you can choose to do things amicably I am certainly trying to accomplish that I had my attorney write a letter today to contact your attorney to arrange visitation for this weekend so that you could pick up Sarah and David when you get back from California on Saturday morning or if you're not going



Aa



STUCKE-0260

7:22

LTE

< Home

Christie Leann Stucke >

Active 3m ago



from California on Saturday morning or if you're not going to California you can pick the kids up Friday night and you can have both the kids for the weekend... I am trying to do this fairly I would appreciate some give from your side and for you to contact Miguel and Meyla and let them know it's okay.. and let them know if you are going to oversee things or if you want me to I will make sure things are done right and I will make sure you get the money from the events.. it would definitely help you with the mortgages and all these legal bills that you're planning on racking up



Not to mention it would make you look like a stand-up kind of guy to the people in this community which I'm assuming you still want to be a part of even if we're divorced



Aa



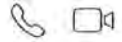
7:22

LTE

< Home

Christie Leann Stucke >

Active 4m ago



This is a petty thing to do and I am doing everything to try to make things fair from this end and to benefit us financially.... as it doesn't make sense to detriment us financially.. there's even a guy that Barbara is bringing on Friday night that wants to rent the place in January for \$5,000 for the month to do porn in the house which I'm sure you could use that money and we can certainly rent it for a month... so you are causing issues that are going to hurt you and us financially please don't do that



hey, I know you have a lot going on so I will try to explain my question here. I have a very good friend who is a movie producer, he came to the Halloween party with me at Birkland. He is shooting a movie from the 7th of January to the 7th of February and needs a very large house / mansion period. They would be filming at the house, for crew members and one actress would live there, and they would have a housekeeper to make sure everything stays clean and good. His budget is in the \$5,000 range. If you are at all interested, let me know, he is going to have to secure something soon. It would not be like an Airbnb, you do not need a permit, he



Aa



7:22

LTE

< Home

Christie Leann Stucke >

Active 4m ago



a part of even if we're divorced

I'm trying to do this the right way where me we might be able to actually be friends at the end of this and be in the same community.



Your decisions to act fairly with me and things will make this process go much smoother

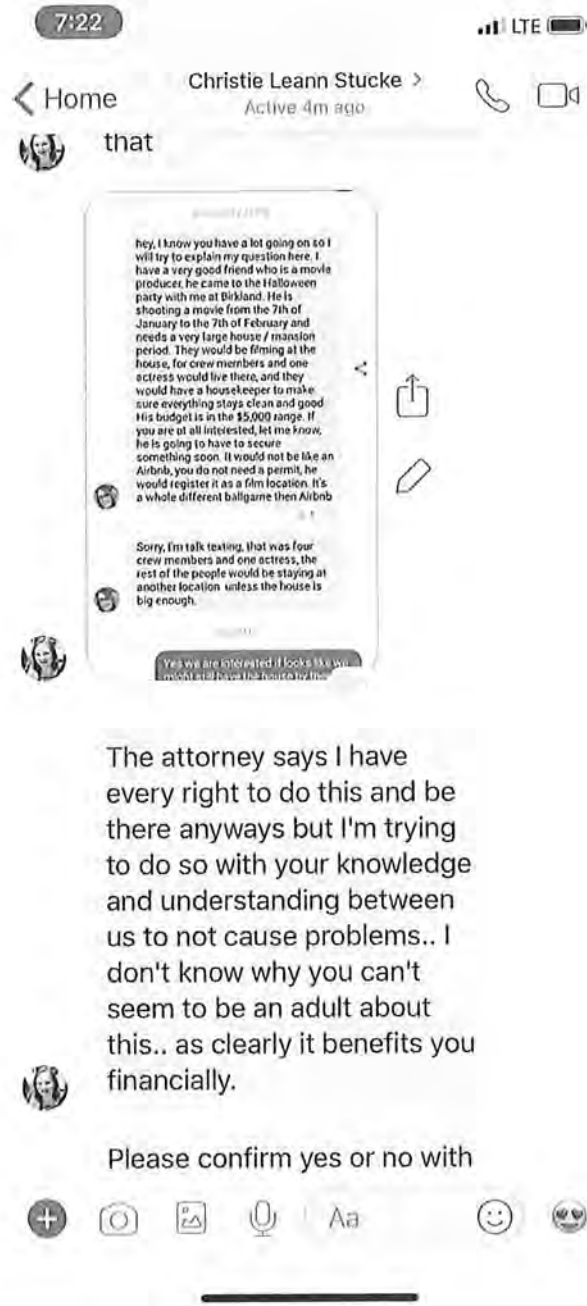


This is a petty thing to do and I am doing everything to try to make things fair from this end and to benefit us financially.... as it doesn't make sense to detriment us financially.. there's even a guy that Barbara is bringing on Friday night that wants to rent the place in January for \$5,000 for the month to do porn in the house which I'm sure you could use that money and we can certainly rent it for a month... so you



Aa





7:22

LTE

< Home

Christie Leann Stucke >

Active 4m ago



Please confirm yes or no with
Meyla before the end of the
day today as she wants to
bring over some equipment
tomorrow.



THU 3:19 PM

Also if you need anything
from the house that you
forgot I can deliver it to meya
as she's willing to be a
neutral party.



THU 4:20 PM

Come on David do the right
thing I'm going to cancel the
event in about 30 minutes if
you don't answer to Miguel
this isn't right and you know
it come on do the right thing
it will go a long way to us
working things out amicably..
if you can show some good
nature not even to me but
you are friends for god sakes
and it's putting money in your
pockets



Aa



7:23

LTE

< Home

Christie Leann Stucke >

Active 4m ago



I will pay you in advance for
meylas for Friday come on

I'll give you \$500 up front

This isn't right to do to our
friends

You would rent it out to any
other person for 500 bucks
tonight



Not trying to be unfair here
come on

THU 9:18 PM

You already win you are
getting want you want....me
out of your life..what more do
you want from me i already
gave you everything..just
want to destroy me?? I
already told you I don't want
to take the house.. I don't
want to take anything from
you. You've already taken



Aa





I also understand that you want to talk about reconciliation but you can't really talk to me... so I'm talking to the attorney tomorrow about your attorneys message about reconciliation and will possibly put together a stipulation for reconciliation but I don't want to waste my lawyer's time and energy if you're not going to agree to some of the terms so I have told cousin Jimmy but some of those terms might be you need to speak with him before 9 or 10 a.m. tomorrow and get back with me or I am not going to hold the meeting with the attorney at noon and it will delay it a whole another day potentially or longer.. and I'm assuming that it's important to you to get this resolved before Christmas so you need to get on it to discuss things and come to



Aa



4:57

LTE

< Home

Christie Leann Stucke >

Active now



discuss things and come to terms

WED 2:59 PM

Hi I was wondering if you still wanted to rent house from 1/7-2/7 if so can you have husband send info and pics to my email



don89130@yahoo.com id like to look at things ASAP so I can make a decision thank you don



Trying to get a hold of Jimmy so I can talk to you about the reconciliation stipulation I talked to my attorney today he is drafting up the document and he sent a message to your attorney via email again letting you know that you can have visitation anytime including tonight if you want such please reach out to Jimmy or Mia as soon as possible so that I can make plans to bring them



Aa



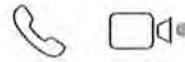
STUCKE-0269

4:57

LTE 

 Home

Christie Leann Stucke >
Active now



WED 5:41 PM



You know it would be really nice if you would actually communicate how about seeing your kids

WED 7:02 PM

. Okay unless you talk to Jimmy right now I'm about ready to call my attorney tomorrow morning and call this whole reconciliation off because you're already lying and going behind my back and removing property from this house and from this garage without my permission by third-party

You're already deceitful ways are starting again before we even have a chance to reconcile this is bullshit

All you had to do or Jimmy had to do was to ask me to get anything for him and I would have done it instead



Aa



STUCKE-0270



get anything for him and I
would have done it instead
you send Gypsy who's an
alcoholic who's so far in debt
over here to get property
that's not his out of my
residence right now without
my permission

Now you put your cousin
Jimmy's investment at risk
and you put our relationship
at risk by pulling this fast one
.. it was pretty clear nothing
should be removed from this
property by you or third party
without a constable present

I had no problem with gypsy
dropping off stuff for mom
your mom... but sending him
over here to do anything else
is bullshit

You're an absolute idiot to
send gifs over here to get
anything of value



WED 7:46 PM



Aa



4:59

LTE

< Home

Christie Leann Stucke >

Active now



Hes in recovery sleeping



Surgery went well

FRI 9:08 AM



Hes awake drinking pedialite

FRI 1:06 PM

Seriously are you going to
make a plan to visit your
children this weekend

You've been told countless
time and have legal
documentation that you can
see your kids and your
posting how much you miss
Sarah but yet you have failed
to make any time to see her
in the last 8 days



FRI 2:01 PM

. I told you not to send Gypsy
over over here ever again..
that I would call the police if
you came on property again
and if you sent him over here



Aa



STUCKE-0272



you came on property again
and if you sent him over here
for anything again including
charging your car without
permission or without a
constable present

You are not allowed to send a
third-party agent on your
behalf to do anything here
without my permission but
you clearly wasn't given so
you are being harassing and
intimidating and just out right
disrespectful

You and gypsy can deal with
the consequences of not
being respectful and
following the law

When you choose not to
follow a lot of a TPO
including using third-party
agents after I have already
told you not to ever send
anybody over here without a
constable without my
permission other than a Lyft
or an Uber for your mom and



Aa



or an Uber for your mom and
you did so anyways I see how
it is

I have pictures and videos of
everything and the police are
on their way here now I'm
making a report I'm tired of
this crap

I've given you every means to
be amicable and do things
within the letter of the law
and have done everything to
try to be in a friendly manner
to you the father of my
children but you continue to
intimidate and harass by
having somebody like that
come over here



FRI 2:28 PM

Pretty sad that you can make
time to send your friend over
here to charge your car
behind my back but can't
even make time to see your
daughter with you

miss you so much



Aa



4:58

LTE

< Home

Christie Leann Stucke >

Active now



WED 7:40 PM



All of you are liars I've had it
with the lying!!!



I'm calling my attorney
tomorrow the reconciliation is
off you lying and going
behind my back again is not
the way to get reconciled

And I might be pressing
charges against Gypsy and
yourself for coming over into
the house without my
permission or knowledge and
removing things from this
house

Because Jimmy says he's
missing stuff and I'm
definitely supporting Jimmy
with a police report if that's
the case and your super
trustworthy buddy gypsy..
may have just stolen Jimmy
shit



Aa



STUCKE-0275



Shit

And you're putting your friend Gypsy at risk to go to jail so if you didn't steal stuff and Jimmy's making it up to do some bogus Insurance claim either way all of you guys are idiots for doing this



We had already discussed this Jimmy should come here himself and take care of his shit and we had agreed not to touch any of his stuff because of this kind of Bologna happening



Oh and another day is gone by and you still haven't made time to see your kids when you know damn well you have the rights to do so Sarah cried again for you today while you're being deceitful to me yet again let's put it this way you need to talk to Meya and talk to you KJ or somebody and



Aa





KJ or somebody and
straighten this out because
right now via 3rd party
because I am definitely ready
to file a police report about
all of this stuff... do you even
care he could have been
stealing other things in our
house??? You trust Gypsy
more than you trust me
seriously???



WED 8:58 PM

I'm giving Gypsy and yourself
till 9:30 Gypsy needs to call
me ASAP and let me know
what happened and a police
report needs to be made.. if
gypsy doesn't want to be
caught in the middle of
Jimmy's stuff then you both
need to come clean as to
what happened cuz Jimmy's
claiming theft

Have Gypsy call me I don't
want to have him get into
trouble because of Jimmy



Aa



4:58

LTE

< Home

Christie Leann Stucke >

Active now



want to have him get into
trouble because of Jimmy
stuff

THU 7:11 AM



Good morning Sarah's tuition
for preschool is due by Friday
please either stop by the
school and pay \$400 of your
half or when you give me a
place to drop off your mother
today I can pick up an
envelope that you can leave
behind on the kitchen
counter with the cash

Today is the fifth day of her
eviction notice she needs to
be out today or I will have to
go to the next step of the
Constable come out.. so
again please communicate
with your mother that she
needs to have her things
packed and I will take her
over to the Grandview ... and
you can pick her up from
there or leave her there since
you're staying at the hirkland



Aa



STUCKE-0278

there or leave her there since
you're staying at the birkland

By the way your mother has
been smoking pot downstairs
in her room and smelling up
the whole house

I really had it you need to
make some effort from your
side at this point just show
me that you're for real
because as far as I'm
concerned everything you've
been doing does not show
any action towards doing the
right things



THU 9:03 AM

You need to communicate
with your mom and tell her
where you want her to go
once you do that I will
process the insurance claims
for the phone

After I drop her off if you
can't communicate with her
then communicate with Mia



Aa



5:00

LTE

< Home

Christie Leann Stucke >

Active now



Scott is here doing the floor tonight and this weekend w lincoln....theres nothing going on other than him helping we just ate dinner for a break when you came over...hes just here to help in this horrible time

They finishing floor this weekend

If you can have your mom leave here immediatly i am willing to give you the community property of the big computer

And process your phone

Not trying to hurt you you're the one who decided this not me

And you're the one who did things to me

And you're the one constantly trying to do things behind my back



Aa



STUCKE-0280

I'm trying to be upfront and amicable

But you want to do everything the hard way and the expensive way instead of trying to reconcile things like adults



With everything that has been with Gypsy and what you pulled I didn't want to be here alone and case Gypsy came back either

So hes sleeping in the couch until your moms out because if gypsies stunt today

If you cared for me or wanted it to be better you would act better



. If you really wanted a Reconciliation you would have had it if you hadn't pulled that stunt with you and Jimmy and gypsy.. but I can't trust you not to keep



Aa



5:00

LTE

< Home

Christie Leann Stucke >

Active now



can't trust you not to keep
hurting me because you do
stuff like that all the time and
lie to me and go behind my
back do things to be hurtful

You're not showing real
sincerity

All you're doing is scaring me
because if you can do that
and say one thing to my face
and do another then I really
can't trust you



If you need anything else for
Sarah let me know you know
I will give it to you or drop it
off rather anywhere needed..

I even cleaned things up for
you to make it easier so you
can take your stuff

I'm happy to make a copy of
whatever you need

If you want to provide me a
password I can login and
backup all of the directories



Aa



STUCKE-0282



Christie Leann Stucke >

Active now



backup all of the directories
on a USB drive and drop it off

If you need anything that you
have forgotten I will certainly
help you get it to you not
trying to make this difficult
for both of us



SAT 4:07 PM

I have all the gifts that you
got for sarah in a box I'm
putting him in the van now I'd
like to drop them off at
Grandview please enable my
key as you removed it
temporarily so that I can
leave them inside the door
for you



Also we need to confirm that
you are dropping Sarah off
on Sunday at 7 at Meyas

Or if you want you can keep
her through Christmas Eve
until Monday at 5... then I will
give you both kids back on



Aa



5:01

LTE 

< Home

Christie Leann Stucke >

Active now



going to bring your mom over
so so so she can help you

Please let me know if you
want me to bring your mom
so that she can help you over
the next day

Like I said the only time I've
been really able to put him
down is for naps

You must wake up in the
middle of the night and
change him as well

We don't want him getting
raw or a diaper rash on his
wound



SUN 3:56 PM

I still love you...I'm not happy
we are going through this. I
wish you had never hurt me
like you did or lied or that you
would fixed things. Im sad
you dont love or want me in
your life anymore but it was
your choice not mine



Aa



STUCKE-0284

5:01

LTE 

< Home

Christie Leann Stucke >

Active now



I wish you had treated me better.

SUN 10:54 PM

Seriously you broke your TPO by sending somebody here to pick up that server



You do know and understand that you will go to jail because of that right?

You had better return the kids 5 p.m. tomorrow to Mia's

And then the pickup is planned for you to have them 3 p.m. on Christmas Day till the day after overnight till the 26th



SUN 11:18 PM



Seriously you sent your dad's to stay here you have no right to send anybody else to stay in this house



Aa



STUCKE-0285



MON 9:34 AM

.. your dad came in your mom let him in he stole the server for you your mom and dad are agents of you third-party and breaking the TPO you did this I've been trying to be fair now you're going to try to hold the kids from me for Christmas after I was willing and generous to give you visitation seriously think about the kids they should be having time with their mother on Christmas this will make you look horrible in court.. and we will be changing and amending everything if this is what you're going to be like and do



Do the right thing for the kids if you keep doing this you're just going to keep racking up the lawyer bills and making it more and more difficult for us to ever be on reasonable terms with each other co-



Aa





to ever be on reasonable terms with each other co-parenting if you ever had love for me don't do this do the right thing



Don't use the children as a weapon you promised me you wouldn't



You can have visitation back on Christmas Day and I'm willing to be more than generous with it don't make this ugly please it's going to be expensive and it's not going to come out good for you

MON 8:37 PM

Everything you have done so far has been really horrible I have tried to be amicable to you and all you've done is be horrible to me and put everybody in the middle doing the wrong things hurting everybody in your



Aa





doing the wrong things
hurting everybody in your
path. I really wish that you
would think about your
actions and what you're
doing and how they're
affecting those that care and
love you including me and
our children

None of this had to happen it
never had to be this way you
made these choices and
actions and let the people
around you steer you the
wrong direction instead of
the right way. Now your
going to deny me christmas
with my two small children
when i was trying to make
sure that i would never try to
hurt you like that ?? I have
never done anything so
wrong to you to deserve that
or for the children to be
denied those memories with
their mother



Aa

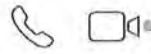


1:37

LTE

< Home

Christie Leann Stucke >
Active now



THU 1:30 PM

It's really sad that you want
to throw so much money our
children's inheritance away
on attorney instead of being
an adult and acting
appropriate.

I would like to know when I
can talk to Sarah and when
you are bringing the children
back

You have plenty of ways to
answer me about the kids.. to



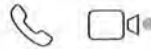
1:37

LTE

< Home

Christie Leann Stucke >

Active now



answer me about the kids.. to
withhold them from me is
alienation and wrong.



This is going to cost so
much.. when you could have
just mediated and done
things in a fair manner with
me

FRI 7:18 AM

Please have the children
come back to their home and
to me it's the best thing for



1:37

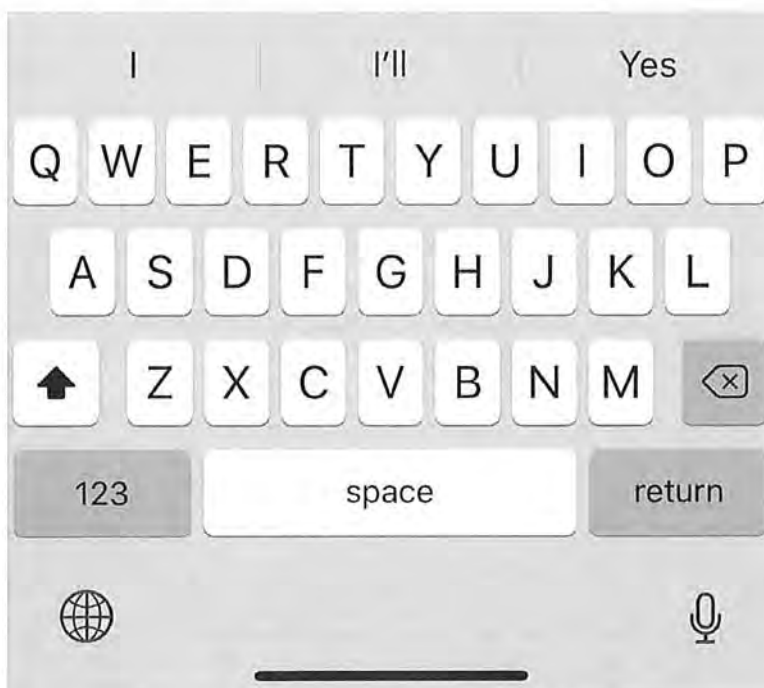
LTE

< Home

Christie Leann Stucke >
Active now



to me it's the best thing for
them this is where they
should be at it is the most
stable for them and most
well-known environment for
them during this time of
chaos do you not even care
to keep their world and a
recognizable calm known
environment... also I have not
talked or seen them in days
that is not good for them to
be away from their mother so
long you know this please
make arrangements for me to

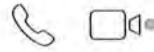


1:37

LTE

< Home

Christie Leann Stucke >
Active now



make arrangements for me to
see and have the children
back please

Please do not use the
children in this manner you
promised me you wouldn't...
you know this is not good for
them



I don't even know how little
David is doing after a surgery
the doctor called I need to
see my children I have never
done anything to you for you



|Aa

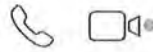


1:37

LTE

< Home

Christie Leann Stucke >
Active now



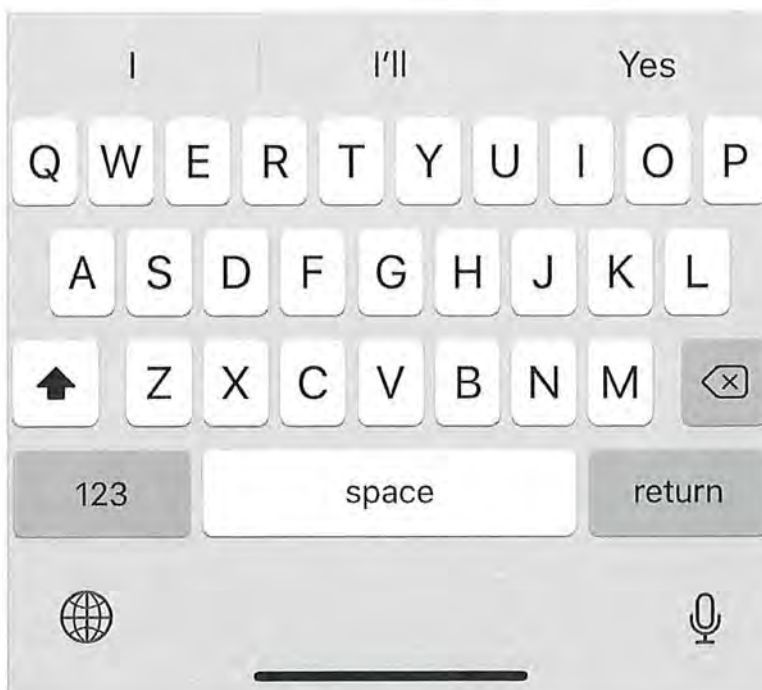
you and your family are
because of your actions
outside the law. Now you're
taking them out on the kids
and me... stop involving them
in our divorce issues please

They should be sleeping in
their beds here in their rooms
with their toys



Let them come back let them
have their Christmas and
their toys

Sarah deserves that so does

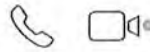


1:37

LTE

< Home

Christie Leann Stucke >
Active now



Sarah deserves that so does
David

FRI 5:28 PM

Do you even realize how toxic
and how horrible your
parents are your mom and
dad had kitchen knives and a
big giant hammer that they
intended to hurt me with...
seriously to cause me harm!!!
That's some seriously
messed up stuff. I would
never try to cause your family
harm and yet your family is



Aa



1:37

LTE

< Home

Christie Leann Stucke >

Active now



harm and yet your family is
trying to harm me!... you
really need to take a long
hard look at what you and
your family are doing and
why when you are the one
that wanted this divorce why
are you treating me so bad
just because you're not
getting what you want and
how you want it... taking it
out on the kids threatening
bodily harm to me the
mother of your children??
Stealing stuff.. harassing
me?? Now I understand why



|Aa



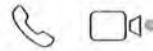
1:37

LTE

< Home

Christie Leann Stucke >

Active now



mother of your children??
Stealing stuff.. harassing
me?? Now I understand why
Jay and Latoya want nothing
to do with your family.. and
you chose them over me and
your family??... I have never
done anything so horrible to
you to be treated so badly in
this divorce situation.. that
you wanted ..you filed
for ...that you desired.
Seriously we have to deal
with each other for the next
20 years the least you can do
is have some adult morale



Aa

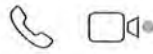


1:37

LTE

< Home

Christie Leann Stucke >
Active now



20 years the least you can do
is have some adult morals
and values left to properly
bring the kids back and let
me visit with my children for
the holidays. Please show
that you have any Common
Sense left. You have only
shown me that you are
sadistic and cruel and will try
to hurt me through other
people including our children.
If there is anything of the
David Stucke That I used to
Know left inside of you
although I think that you are



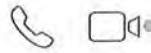
1:37

LTE

< Home

Christie Leann Stucke >

Active now



know how inside of you
although I think that you are
the one that's completely
changed and are a different
person... please do what you
promised me and don't use
the children in this manner
let our divorce issues be
settled before the court don't
put them as pawns in the
middle of everything.



7:18 AM

You know you and your
family are the ones that are

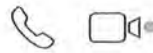


1:38

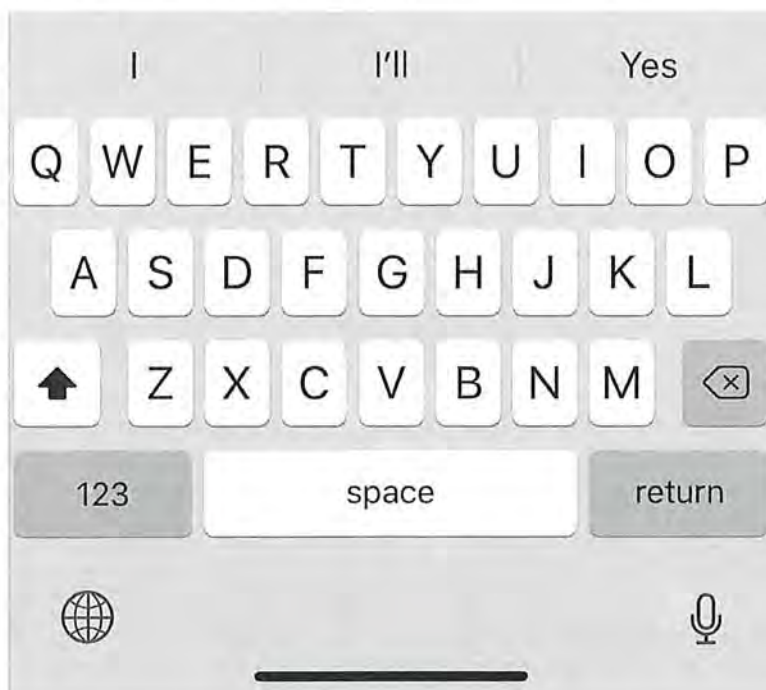
LTE

< Home

Christie Leann Stucke >
Active now



family are the ones that are
lying, making threats and
stealing things! Including
stealing our children from me
and our holiday together
from me. When are you
bringing my children back to
me? You are the cruelest
man I ever have known. I
would never do that to you!
Bring back our children
home. You wanted this
divorce ...you treated me
badly and now you're getting
what you want do you have

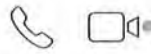


1:38

LTE

< Home

Christie Leann Stucke >
Active now



through the children and use
them as a weapon...

You will never take
responsibility for your actions
will you?



10:15 AM

How can you possibly think
that this is setting up a
positive situation for the
future between you and I for
the children

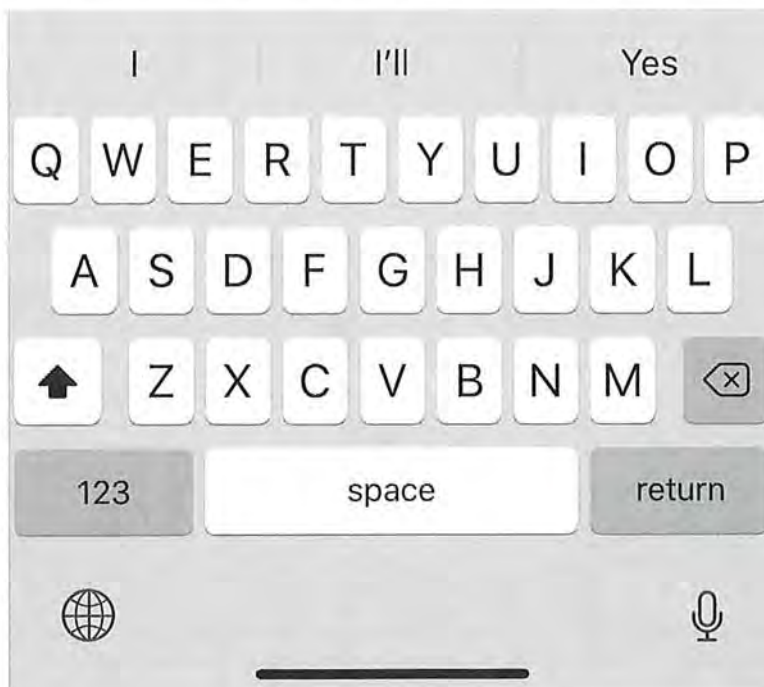


EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

3:43

LTE



Christie Leann Stucke created a
private event for Las Vegas
Polyamory/Lifestyle Events.

27 mins •



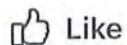
SUN, MAR 24 AT 7 PM PDT

Fundamentals of Rope- 1st Class of a 4
month program

GOING



Christie Leann Stucke invited you



Like



Comment

Gypsy Rogers, Darlene Dato-on and 37 friends
like Amazon.com.



Amazon.com





SUN, MAR 24 AT 7 PM - 9 PM

Fundamentals of Rope- 1st Class of a 4 month program

LV Crossover's Dragon Lair



Going



Maybe



Can't Go



More



LV Crossover's Dragon Lair

About

Private event by Christie Leann Stucke

March 24th 2019

Self i... See More

Responses





About

Private event by **Christie Leann Stucke**

March 24th 2019

Self introductions

Why rope and why you?

Rope safety and communication

Basic knots

Single/double column

Homework: Practice a single and double column on different objects. Write down notes and questions to bring for next class.

Donations accepted suggessted at \$10 per person. If you cant donate at this class financially you can always come and donate at the next one.

We will be in a carpeted space but vou are



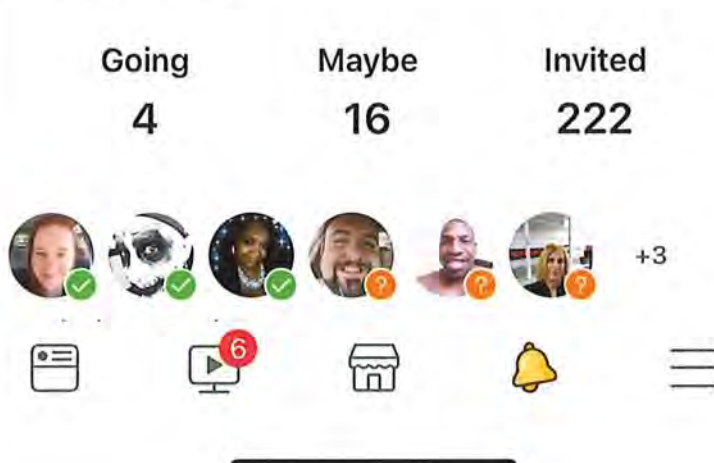


We will be in a carpeted space but you are welcome to bring a mat or small blanket and water bottle to drink.

This is a class not a social so this will be a clothed event. Dress comfortably think work out clothes yoga/ spandex etc.

Address will be provided a few days before the event via private message. This is not a public event you must be rsvp'd through the LV Crossover group or poly rope groups that we post events in and be provided an address to attend.

Responses



3:50

LTE

Done

2 of 2



Cadet Brock W. 3:45 PM

@channel Hey,
Sorry to flood the channel right now but I just got some info from The crossover group. They need about 3 or 4 people to come give them a hand with putting some carpet on the walls. Nothing crazy just holding the carpet while it's screwed to the wall. There is also a project to repair the ceiling. They need 2 or 3 people for that project as well. This is a great opportunity to get those outside community service hours. They don't expect a lot and they are not is so should be pretty easy if you mostly able bodied.



Message #general



EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

000500
CO. FILE DEPT. CLOCK NUMBER 070
HLE 009194 013913 0045275900 1



AINSWORTH GAME TECHNOLOGY INC
5800 RAFAEL RIVERA WAY
LAS VEGAS NV 89118

Earnings Statement



Period Beginning: 03/03/2019
Period Ending: 03/16/2019
Pay Date: 03/22/2019

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0, \$150 Additional Tax
NV: No State Income Tax

DAVID P STUCKE
3485 W MAULE AVE
LAS VEGAS NV 89118

Earnings	rate	hours	this period	year to date
Regular	48.0770	56.00	2,692.31	2,692.31
Gross Pay			\$2,692.31	2,692.31

Deductions	Statutory		
Federal Income Tax		-550.88	550.88
Social Security Tax		-166.92	166.92
Medicare Tax		-39.04	39.04

Net Pay \$1,935.47

Net Check \$1,935.47

Your federal taxable wages this period are
\$2,692.31

Other Benefits and Information	this period	total to date
Pto Balance		6.15

Deposits
Account No. xxxxxx5766
Transit/ABA xxxx xxxx
Pending

Account No. xxxxxxxx3576
Transit/ABA xxxx xxxx
Pending

Important Notes
YOUR COMPANY'S PHONE NUMBER IS (702)954-3002

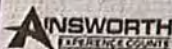
YOUR BANK WAS NOTIFIED OF YOUR REQUEST FOR DIRECT
DEPOSIT. IT WILL BEGIN AFTER ACCOUNT VERIFICATION.

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TEAR HERE

© 2000 ADP, LLC

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM



AINSWORTH GAME TECHNOLOGY INC
5800 RAFAEL RIVERA WAY
LAS VEGAS NV 89118

HLE 90-477/1222
Payroll check number: 0045275900
Pay date: 03/22/2019

Pay to the order of: DAVID P STUCKE

This amount: ONE THOUSAND NINE HUNDRED THIRTY FIVE AND 47/100 DOLLARS

\$1935.47

ASSISTANCE WITH VERIFICATION AVAILABLE AT 877-423-7243

VOID AFTER 180 DAYS

Wells Fargo Bank, N.A.



WCS
ADP AUTHORIZED SIGNATURE

45275900 12220477 4759038375

THE ORIGINAL DOCUMENT HAS AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKED. STUCKE-0308

EXHIBIT 5

EXHIBIT 5

EXHIBIT 5



The

ABRAMS & MAYO

Law Firm

† Jennifer V. Abrams, Esq.

† Vincent Mayo, Esq.

6252 South Rainbow Blvd., Suite 100

Las Vegas, Nevada 89118

P. 702.222.4021 F. 702.248.9750

www.TheAbramsLawFirm.com

Wednesday, February 06, 2019

Brian J. Steinberg, Esq.
Suite B10
Las Vegas, Nevada 89103

Re: David P. Stucke v. Christie L. Stucke
Case Number: D-18-580621-D

Dear Mr. Steinberg:

I am in receipt of your February 5, 2019 correspondence and respond as follows:

David's Termination

David was in fact involuntarily terminated due to a reduction in the companies' workforce, no other reason. Attached hereto as Exhibit "1" is the Employee Termination Form from Gamblit evidencing same. As for the separation agreement, David had to speak to Gamblit regarding the agreement prior to signing it but he has. This agreement is also attached hereto as Exhibit "2." Hence, Christie's allegation that David is willfully unemployed is baseless.

For your information, David is being proactive and has already started looking for other employment. However, when he does find a new position, it will still be inequitable for Christie to demand he pay all marital expenses while she keeps her income for herself, especially since David's income is insufficient to do so. On that issue...

Payment of Expenses

Between two households and losing his employment, David needs more than a representation from Christie that she will "do what she can" regarding the payment of expenses. Hence, we need a commitment from Christie to pay the following marital expenses on a temporary basis and without prejudice:

† Board Certified Family Law Specialist

* Fellow of the American Academy of Matrimonial Lawyers; Admitted in Nevada, California, and Louisiana

- W. Maule Avenue mortgage;
- W. Maule Avenue utilities (water, electricity, sewer, gas, garbage);
- W. Maule Avenue internet services;
- 2015 Chrysler Town and Country loan; and
- Car insurance.

Please confirm by the close of business tomorrow or we will have no option but to proceed with a motion to get an equitable temporary order.

Scott Pheasant

After obtaining the TPO, Christie moved Scott Pheasant into the parties' marital residence. Mr. Pheasant was essentially living at the home, and even caring for the parties' children. As Christie did not disclose anything in regards to the man she was having live at the house and care for the children, David investigated Mr. Pheasant. David now knows why Christie has refused to speak about Mr. Pheasant in the papers. See the attached U.S. Air Force Court of Criminal Appeals decision in Mr. Pheasant's assault/battery case, attached hereto as Exhibit "3."

Mr. Pheasant was in the U.S. Air Force but was dishonorably discharged when he was convicted of battery assault against both his then current wife, Taylor Poe, and his then ex-wife. This conviction is a felony under federal law. In regards to Ms. Poe, Mr. Pheasant put dog feces on her face and struck her multiple times. Specifically, when police officers arrived at Mr. Pheasant's home on the day that he assaulted his then wife with dog feces, they found broken furniture and Ms. Poe crying with injuries to her lower lip and chest. When they questioned Mr. Pheasant, he admitted that he put dog feces in her mouth during a physical struggle that ensued after he pursued his then wife into their bedroom. Worse, Mr. Pheasant also admitted that was not the first time he had done such a vile thing to his then wife. Before that incident, Mr. Pheasant admitted he shoved Ms. Poe and smeared dog feces on her face.

As for Mr. Pheasant's then ex-wife, she testified that Mr. Pheasant punched her in the face – something Mr. Pheasant admitted to (with his claims that it was in "self-defense" not being credible). It is of note Mr. Pheasant's then ex-wife also stated Mr. Pheasant assaulted their child but there was not enough evidence upon which to convict.

Since that time, Mr. Poe subsequently divorced Mr. Pheasant in Nevada (D-18-

Wednesday, February 06, 2019
David P. Stucke v. Christie L. Stucke
Page 3 of 3

The Abrams & Mayo Law Firm

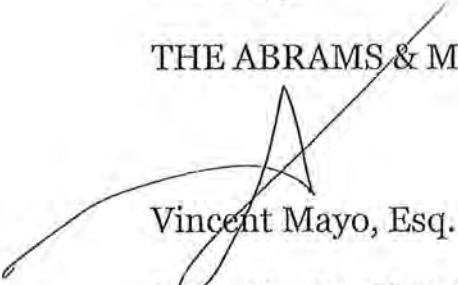
569131-Z). This resulted in Ms. Poe moving out of state with the parties' child and Mr. Pheasant not allowed contact with the child.

The fact that Christie would allow such a man around and to care for the parties' children is not only hypocritical but wholly negligent, concerning and unacceptable. Worse is the fact she has not disclosed this information to David – something a joint custodian should. Christie must immediately confirm (no later than tomorrow) that she will not have Mr. Pheasant at the marital residence or around her children under any circumstances or we will have to seek a motion for sole physical custody.

Thank you for your time and attention to this matter.

Sincerely,

THE ABRAMS & MAYO LAW FIRM



Vincent Mayo, Esq.

CC: Mr. David P. Stucke

Enclosures

EXHIBIT 1



EMPLOYEE TERMINATION FORM

Today's Date: 1/31/2019 Department: 08 - Game Studio Location: Remote
Name of Employee: David P. Stucke EE ID: 120
Current Job Title: Game Mathematician

TYPE OF SEPARATION:

☐ Voluntary ☐ Discharge ☐ Layoff ☐ Failed to Return From Leave ☐ Retirement
☒ Other: Reduction in Force

Effective Date: 1/31/2019 Last Day Worked: 1/31/2019

REASON FOR SEPARATION:

☐ Performance ☐ Attendance ☐ Conduct ☐ Personal ☒ Other: Reduction In Force

FINAL EMPLOYEE EVALUATION:

☒ Exit Form ☐ Exit Interview Form

COMPANY PROPERTY RETURNED: ☒ Yes ☐ No

ELIGIBLE FOR REHIRE: ☒ Yes ☐ No

ADDITIONAL COMMENTS:

Final paycheck and separation package hand-delivered to employee.

David P. Stucke
Employee Signature Date

Cerlia 1/31/19
Payroll/Human Resources Date

Cerlia 1/31/19
Manager/Supervisor Signature Date



A PROFESSIONAL CORPORATION
4270 S. Decatur Blvd., Suite B10, Las Vegas, Nevada 89103
www.steinberglawgroup.com

Brian J. Steinberg, Esq.
Danielle Dawson, Esq.

p 702.384.9664
f 702.384.9668

February 5, 2019

Via Facsimile and U.S. Mail

Vincent Mayo, Esq.
The Abrams & Mayo Law Firm
6252 South Rainbow Blvd., Suite 100
Las Vegas, Nevada 89118

Re: David Patrick Stucke v. Christie Leann Stucke;
Case No. D-18-580621-D
EDCR 5.501 Letter – For Settlement Purposes Only!

Dear Vincent:

Based on what I know about your client, I am not surprised that he is no longer employed. I am aware that your client has had several other job opportunities over the past year. He should be able to become re-employed rather quickly if he actually desired to do so. As of now, I consider your client willfully unemployed for the purposes of avoiding child support. I suggest that he obtain employment quickly as the timing of his unemployment is just in time for him to avoid his child support obligation. Of course, we will be requesting retroactive arrears. By the way, the separation agreement sent to my office is not signed by your client.

As for the expenses for the marital residence, my client will do what she can. If you want to file a Motion that is your prerogative, but the domestic battery hearing is fast approaching. We will, of course, be requesting temporary primary physical custody in our Opposition should your client be convicted.

Sincerely,

Brian J. Steinberg, Esq.

BJS:sb

cc: Christie L. Stucke

EXHIBIT 2

January 31, 2019

David P. Stucke
7211 Birkland Court
Las Vegas, NV 89117

Re: Separation Agreement

Dear David:

As you have been informed, Gamblit Gaming, LLC (the "*Company*") is eliminating your job position. This separation agreement (the "*Agreement*") summarizes the terms of your separation from the Company and sets forth the severance benefits being offered to you to help in this transition.

1. EMPLOYMENT STATUS AND FINAL PAYMENTS.

(a) **Separation Date.** Your last day of work with the Company and your employment termination date will be January 31, 2019 (the "*Separation Date*").

(b) **Accrued Salary and Vacation.** On the Separation Date, the Company will pay you all accrued salary, and all accrued and unused vacation earned through the Separation Date, subject to standard payroll deductions and withholdings. You are entitled to these payments even if you do not sign this Agreement.

(c) **Expense Reimbursements.** You agree that, within seven (7) days after the Separation Date, you will submit your final documented expense reimbursement statement reflecting all business expenses you incurred through the Separation Date, if any, for which you seek reimbursement. The Company will reimburse you for these expenses pursuant to its regular business practice.

2. SEVERANCE BENEFITS. Although the Company has no plan, policy or agreement that requires it to offer severance benefits, if you timely sign, date and return this fully executed Agreement to the Company and allow the release herein to become effective, then the Company will provide you with the following severance benefits:

(a) **Cash Payment.** The Company will pay you cash severance in the amount of \$4,903.66, which is the equivalent of 3 weeks of your current base salary (the "*Severance Payment*"). The Severance Payment will be paid to you in a lump sum, less applicable payroll deductions and withholdings, within ten (10) business days after the Effective Date (as defined in paragraph 11).

(b) **COBRA Premiums.** To the extent provided by COBRA, you will be eligible to continue your group health insurance benefits at your own expense. If you timely elect continued coverage under COBRA for you and your covered dependents (if any) following the Separation Date, then as an additional severance benefit, the Company shall pay the COBRA

premiums necessary to continue such health insurance coverage until the earliest of (i) February 28, 2019, (ii) the expiration of your eligibility for continuation coverage under COBRA, or (iii) the date when you become eligible for substantially equivalent health insurance coverage in connection with new employment (the "**COBRA Payment Period**"). Notwithstanding the foregoing, if at any time the Company determines, in its sole discretion, that the payment of the COBRA premiums would result in a violation any statute or regulation, then in lieu of providing the COBRA premiums, the Company will instead pay you on the last day of each remaining month of the COBRA Payment Period, a fully taxable cash payment equal to the Company's share of the COBRA premiums for that month, which you may (but are not obligated to) use towards your COBRA premiums.

3. Intentionally omitted.

4. **OTHER COMPENSATION OR BENEFITS.** You acknowledge that, except as expressly provided in this Agreement, you have not earned and will not receive from the Company any additional compensation, severance, or benefits before or after the Separation Date, with the exception of any vested right you may have under the express terms of a written ERISA-qualified benefit plan (e.g., 401(k) account). By way of example but not limitation, you acknowledge that you have not earned and are not owed any unpaid bonus, incentive compensation, commissions, stock or equity interests.

5. **RETURN OF COMPANY PROPERTY.** You agree to return to the Company, no later than the Separation Date, all Company documents (and all copies thereof, in whole or in part) and other Company property in your possession or control, including, but not limited to: (a) all Company files, computer files and any and all other computer-recorded and electronically-recorded information; (b) all notes, correspondence, email, memoranda, notebooks (including laboratory notebooks), drawings, sketches, blueprints, flow charts, records, reports, studies, analyses, plans, forecasts, compilations of data, agreements, proposals, joint ventures, financial and operational information, legal files and information, information regarding suppliers, research and development information, sales and marketing information and contact lists, personnel information, contact directories or information, and specifications, code, software, databases, computer related information (including but not limited to computer files and email); (c) all tangible property and equipment (including, but not limited to, devices, cellular telephones, facsimile machines, mobile telephones, servers, product samples, sales stock, computer equipment of any kind, and related materials), credit cards, entry cards, identification badges, and keys; and (d) any materials of any kind that contain or embody any proprietary or confidential information of the Company and its affiliated entities (and all reproductions thereof in whole or in part). You further agree to make a diligent search to locate any such documents, property and information. In addition, if you have used any personally owned computer, server, or e-mail system to receive, store, review, prepare or transmit any Company confidential or proprietary data, materials or information, then you agree to provide the Company, within seven (7) days after the Separation Date, with a computer-useable copy of all such information and then permanently delete and expunge all such Company confidential or proprietary information from those systems without retaining any copy or reproduction of it in any form, in whole or in part. You further agree to provide the Company access to your personal system, as requested, to verify that the required copying and/or deletion is completed. **Your timely and full compliance**

with this Section 5 is a precondition to your receipt of the severance benefits set forth herein.

6. **PROPRIETARY INFORMATION OBLIGATIONS.** You hereby reaffirm your obligation to comply with the Confidential, Nonsolicitation and Intellectual Property Agreement (the "*Confidentiality Agreement*," attached as Exhibit A) you signed as a condition of employment.

7. **NONDISPARAGEMENT.** Effective as of the Separation Date, you agree not to disparage the Company, or the Company's officers, directors, employees, shareholders, parents, subsidiaries, affiliates and agents, in any manner likely to be harmful to its or their business, business reputation, or personal reputation; provided that you will respond accurately and fully to any request for information if required by legal process or in connection with a government investigation. In addition, nothing in this provision or this Agreement is intended to prohibit or restrain you in any manner from making disclosures that are protected under the whistleblower provisions of federal or state law or regulation.

8. **NO ADMISSIONS.** Nothing contained in this Agreement shall be construed as an admission by you or the Company of any liability, obligation, wrongdoing or violation of law.

9. **CONFIDENTIALITY.** You agree to hold the provisions of this Agreement in strict confidence and not to publicize or disclose such terms in any manner whatsoever; *provided, however,* that: (a) you may disclose this Agreement in confidence to your immediate family, attorneys, accountants, tax preparers, and financial advisors; and (b) you may disclose this Agreement insofar as such disclosure may be necessary to enforce its terms or as otherwise required by law. In particular, and without limitation, you agree not to disclose the existence or terms of this Agreement to any current or former Company employee, contractor or consultant.

10. **RELEASE OF CLAIMS.**

(a) **General Release.** In exchange for the consideration under this Agreement to which you would not otherwise be entitled, you hereby generally and completely release the Company and its directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns (collectively, the "*Released Parties*") of and from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring prior to or on the date that you sign this Agreement (collectively, the "*Released Claims*").

(b) **Scope of Release.** The Released Claims include, but are not limited to: (i) all claims arising out of or in any way related to your employment with the Company, or the termination of that employment; (ii) all claims related to your compensation or benefits from the Company, including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in the Company; (iii) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (iv) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (v) all federal,

state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964, the federal Americans with Disabilities Act of 1990, the federal Family and Medical Leave Act, the California Labor Code, the California Fair Employment and Housing Act, the California Family Rights Act, and the Age Discrimination in Employment Act ("**ADEA**").

(c) **Excluded Claims.** Notwithstanding the foregoing, the following are not included in the Released Claims (the "**Excluded Claims**"): (i) any rights or claims for indemnification you may have pursuant to any written indemnification agreement with the Company to which you are a party, the articles and bylaws of the Company, or under applicable law; (ii) any rights which are not waivable as a matter of law; or (iii) any rights you have under this Agreement.

(d) **Protected Rights.** You understand that nothing in this Agreement limits your ability to file a charge or complaint with the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, the California Department of Fair Employment and Housing, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("**Government Agencies**"). You further understand this Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. While this Agreement does not limit your right to receive an award for information provided to the Securities and Exchange Commission, you understand and agree that, to maximum extent permitted by law, you are otherwise waiving any and all rights you may have to individual relief based on any claims that you have released and any rights you have waived by signing this Agreement.

11. ADEA WAIVER. You hereby acknowledge that you are knowingly and voluntarily waiving and releasing any rights you may have under the ADEA, and that the consideration given for the waiver and release you have given in this Agreement is in addition to anything of value to which you were already entitled. You further acknowledge that you have been advised by this writing, as required by the ADEA, that: (a) your waiver and release do not apply to any rights or claims that may arise after the date you sign this Agreement; (b) you should consult with an attorney prior to signing this Agreement (although you may voluntarily decide not to do so); (c) you have forty-five (45) days to consider this Agreement (although you may choose voluntarily to sign this Agreement sooner); (d) you have seven (7) days following the date you sign this Agreement to revoke this Agreement (in a written revocation sent to and received by the Company); and (e) this Agreement will not be effective until the date upon which the revocation period has expired, which will be the eighth day after you sign this Agreement (the "**Effective Date**").

12. DISCLOSURE UNDER ADEA, 29 U.S.C. § 626(f)(1)(H). You hereby acknowledge that the Company has provided you with the ADEA Disclosure information (under Title 29 U.S. Code Section 626(f)(1)(H)), attached as Exhibit B to this Agreement.

13. **SECTION 1542 WAIVER.** In giving the releases herein, which includes claims which may be unknown to you at present, you acknowledge that you have read and understand Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

You hereby expressly waive and relinquish all rights and benefits under that section and any law of any other jurisdiction of similar effect with respect to your release of claims herein, including but not limited to your release of unknown claims.

14. **REPRESENTATIONS.** You hereby represent that you have been paid all compensation owed and for all hours worked; have received all the leave and leave benefits and protections for which you are eligible pursuant to the Family and Medical Leave Act, the California Family Rights Act, or otherwise; and have not suffered any on-the-job injury for which you have not already filed a workers' compensation claim.

15. **MISCELLANEOUS.** This Agreement, including the Exhibits, constitutes the complete, final and exclusive embodiment of the entire agreement between you and the Company with regard to its subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. This Agreement may not be modified or amended except in a writing signed by both you and a duly authorized officer of the Company. This Agreement will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question will be modified so as to be rendered enforceable. This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of California without regard to conflict of laws principles. Any ambiguity in this Agreement shall not be construed against either party as the drafter. Any waiver of a breach of this Agreement must be in writing to be effective and shall not be deemed to be a waiver of any successive or other breach. This Agreement may be executed in counterparts and facsimile signatures will suffice as original signatures.

If this Agreement is acceptable to you, please sign and date it where noted below, and return the fully-executed Agreement to me within forty-five (45) calendar days of the date you receive it. The Company's severance offer will automatically lapse and expire if we do not receive the fully-executed Agreement back from you within that timeframe.

We wish you the best in your future endeavors.

Sincerely,



By: _____
Eric J. Meyerhofer
Chief Executive Officer

Exhibit A – Confidentiality Agreement
Exhibit B – ADEA Disclosure

I HAVE READ, UNDERSTAND AND AGREE FULLY TO THE FOREGOING AGREEMENT:



DAVID P. STUCKE



Date

EXHIBIT 3

UNITED STATES AIR FORCE COURT OF CRIMINAL APPEALS

UNITED STATES

v.

Staff Sergeant SCOTT K. PHEASANT, JR.
United States Air Force

ACM S32237

16 September 2015

Sentence adjudged 19 March 2014 by SPCM convened at Maxwell Air Force Base, Alabama. Military Judge: Ronald A. Gregory.

Approved Sentence: Bad-conduct discharge and forfeiture of \$500.00 pay per month for 12 months.

Appellate Counsel for the Appellant: Major Anthony D. Ortiz.

Appellate Counsel for the United States: Major Mary Ellen Payne and Gerald R. Bruce, Esquire.

Before

MITCHELL, TELLER, and BENNETT
Appellate Military Judges

OPINION OF THE COURT

This opinion is issued as an unpublished opinion and, as such, does not serve as precedent under AFCCA Rule of Practice and Procedure 18.4.

BENNETT, Judge:

At a special court-martial composed of officer members, the appellant was found guilty of one charge and two specifications of assault consummated by battery, in violation of Article 128, UCMJ, 10 U.S.C. § 928, and sentenced to a bad-conduct discharge, forfeiture of \$500.00 pay per month for 12 months, and hard labor without confinement for 3 months.¹ The convening authority approved the forfeiture of \$500.00 pay per month for 12 months and the bad-conduct discharge.

¹ The court-martial order incorrectly states that sentence was adjudged by officer and enlisted members. We order the promulgation of a corrected court-martial order.

On appeal, the appellant contends that (1) a victim impact statement submitted to the convening authority contained matter that was inappropriate for his consideration and the staff judge advocate (SJA) erred by not preventing the convening authority from considering it, (2) the SJA erred by not addressing the allegations of legal error contained in this victim impact statement, and (3) the evidence is both legally and factually insufficient to support his findings of guilt.² We disagree and affirm the findings and the sentence as adjudged.

Background

The appellant was convicted of two specifications that arose out of separate physical confrontations that he had with LP and KC. The appellant was acquitted of other specifications, including an alleged assault on LC, the child he shared with KC.

LP was the appellant's wife. During a confrontation with LP, the appellant picked up dog feces with his hand and shoved it in her face. Before he met and married LP, the appellant had a relationship with KC. During a confrontation with KC, the appellant struck her in the face. At the court-martial, the defense theory was that the appellant's actions against both women were legally justified as self-defense.

During the clemency phase, both LP and KC provided victim impact statements to the convening authority. LP, who was still the appellant's wife at the time, largely defended her husband and asked the convening authority to grant him clemency. KC, on the other hand, asked the convening authority to not grant clemency, arguing that the appellant had received only "a slap on the wrist." These victim impact statements were received by the accused and his trial defense counsel, and trial defense counsel submitted a response to these statements that the convening authority considered.

Additional facts necessary to resolve the assigned errors are included below.

Victim Impact Statements

The appellant's first and second issues concern KC's victim impact statement. Because they are closely related, we will consider these issues together.

Whether post-trial processing was completed properly is a question of law, which this court reviews de novo.³ *United States v. Sheffield*, 60 M.J. 591, 593 (A.F. Ct. Crim.

² The appellant raises the third issue pursuant to *United States v. Grostefon*, 12 M.J. 431 (C.M.A. 1982).

³ The government argues that we should employ a plain error standard of review because the appellant waived the argument that KC's victim impact statement violated Article 60, UCMJ, 10 U.S.C § 860, by failing to object to the statement on those specific grounds. The government acknowledges that the appellant, in his second clemency submission, objected to KC's victim impact statement. However, the government argues that because the appellant did not specifically mention the National Defense Authorization Act (NDAA) for Fiscal Year 2014, Pub. L. No.

App. 2004) (citing *United States v. Kho*, 54 M.J. 63, 65 (C.A.A.F. 2000)). When reviewing post-trial errors, we recognize the convening authority is an appellant's "best hope for sentence relief." *United States v. Lee*, 50 M.J. 296, 297 (C.A.A.F. 1999) (quoting *United States v. Bono*, 26 M.J. 240, 243 n.3 (C.M.A. 1988)) (internal quotation marks omitted). The convening authority, not a court of criminal appeals, is empowered to grant clemency for equitable reasons. *United States v. Nerad*, 69 M.J. 138, 145 (C.A.A.F. 2010). "Because of the highly discretionary nature of the convening authority's action on the sentence, we will grant relief if an appellant presents 'some colorable showing of possible prejudice.'" *Kho*, 54 M.J. at 65 (quoting *United States v. Wheelus*, 49 M.J. 283, 289 (C.A.A.F. 1998)); see also *United States v. Scalo*, 60 M.J. 435, 436–37 (C.A.A.F. 2005).

Article 60, UCMJ, 10 U.S.C § 860, provides the statutory framework by which a convening authority takes action on the findings and sentence of a court-martial. It is during this post-trial process, also known as the clemency phase, that relief in the form of a set aside of findings or a sentence reduction may take place. In their clemency submissions to the convening authority, the appellant and his trial defense counsel asked the convening authority to set aside the findings and sentence in this case.

Article 60, UCMJ, was amended to include a new subsection (d) that authorized the submission of victim impact statements. See National Defense Authorization Act (NDAA) for Fiscal Year 2014, Pub. L. No. 113-66, § 1706, 127 Stat. 960–61 (2013).⁴ The appellant objects to some of the content in KC's victim impact statement because, in his opinion, it refers to matter that was not relevant either because it did not pertain to the offenses of which KC was a victim or because the information referred to offenses of which the appellant was found not guilty. In support of his argument, the appellant attempts to draw a link between the definition of "victim" provided by Article 60(d)(5), UCMJ and Rule for Courts-Martial (R.C.M.) 1001(b)(4), the rule governing aggravating evidence that trial counsel may present during the presentencing phase of a court-martial. Essentially, the appellant argues that the R.C.M. 1001(b)(4) requirement that aggravating evidence be "directly relat[ed] to or resulting from the offenses of which the accused has been found guilty" should apply as a limitation on what may be introduced through victim impact statements submitted to a convening authority after trial.

113-66, § 1706, 127 Stat. 960–61 (2013), or its amendments to Article 60, UCMJ, 10 U.S.C. § 860, that therefore the appellant has waived this argument on appeal. We disagree and adopt the de novo standard of review for this appeal.

⁴ The NDAA for Fiscal Year 2014 became law on 26 December 2013. The government, in its answer to the appellant's assignment of error, incorrectly argues that this amendment did not apply to the appellant because it was not effective at the time the appellant committed his assault against KC. However, the government cites a provision of the NDAA for Fiscal Year 2014 that provided effective dates for other amendments to Article 60, UCMJ. The government appears to refer to Section 1702(d), though they cite Section 1706, of the NDAA for Fiscal Year 2014. See Pub. L. No. 113-66, § 1702(d), 127 Stat. 958 (2013). Section 1706, the section that specifically addresses victim impact statements, does not contain a provision establishing an effective date, thus the amendment authorizing victims to submit impact statements was effective immediately upon the enactment of the legislation.

Article 60, UCMJ, does not address what may be included in a victim impact statement; it merely states,

In any case in which findings and sentence have been adjudged for an offense that involved a victim, the victim shall be provided an opportunity to submit matters for consideration by the convening authority or by another person authorized to act under this section before the convening authority or such other person takes action under this section.

Article 60(d)(1), UCMJ.

Article 60(d)(5), UCMJ contains a definition that describes *who* is permitted to provide a victim impact statement during the post-trial process. A “victim” is defined as “a person who has suffered a direct physical, emotional, or pecuniary loss as a result of a commission of an offense under this chapter (the Uniform Code of Military Justice).” KC qualifies as a victim under Article 60(d)(5), UCMJ, and the appellant does not object to the fact that she submitted a victim impact statement under this relatively new statutory provision.

R.C.M. 1001(b)(4), on the other hand, is a rule governing *what* may be presented in aggravation during the presentencing phase of a trial. During the presentencing proceedings, trial counsel

may present evidence as to any aggravating circumstances *directly relating to or resulting from the offenses of which the accused has been found guilty*. Evidence in aggravation includes, but is not limited to, evidence of financial, social, psychological, and medical impact on or cost to any person or entity who was the victim of an offense committed by the accused and evidence of significant adverse impact on the mission, discipline, or efficiency of the command directly and immediately resulting from the accused’s offense.

R.C.M. 1001(b)(4) (emphasis added).

The convening authority would have been free to consider KC’s victim impact statement even before Article 60, UCMJ, was amended. The addition of subsection (d)(5) did not open the aperture on what a convening authority could consider in clemency.⁵ Both the UCMJ and the R.C.M. already gave a convening authority broad

⁵ See Zachary D. Spilman, *Not Helping: How Congressional Tinkering Harms Victims During the Post-Trial Phase of a Court-Martial*, 114 COLUM. L. REV. SIDEBAR 70 (2014).

discretion to determine what to consider during the clemency process. *See* R.C.M. 1107(b).⁶

The appellant objects to some of the content of KC's victim impact statement. Specifically, he objects to references to his harming their child, her claim that she was prevented from testifying to the complete story, and implications that the appellant harmed others. However, these are just snippets of the statement that KC submitted. To put them into perspective, they must be viewed in the context of her entire statement.

It is true that KC made limited—almost off-hand—mention of the fact that she had trouble trusting others “when it concern[ed] [her] and [her] child’s safety” and implied that the appellant would have been convicted for his alleged assault on LC had she been able to testify without being made to feel like “it was [her] fault, or . . . like [she was] a liar.” Without identifying anyone in particular, KC also suggested that “others” were impacted by the appellant’s offenses. However, the substance of her victim impact statement was overwhelmingly about the impact the appellant’s actions had on her. Thus, taken as a whole, the content of her victim impact statement was appropriate under these circumstances. Moreover, the convening authority did not approve the appellant’s sentence to hard labor without confinement. Regardless of the reasons why, the appellant received clemency—the thing that KC so passionately argued against.

Action was taken in this case on 6 May 2014. At the time, Article 60(c)(1), UCMJ, stated “[t]he authority . . . to modify the findings and sentence of a court-martial is a matter of command prerogative involving the sole discretion of the convening authority.”⁷ Before taking action, a convening authority must consider the result of trial, staff judge advocate recommendation (SJAR), matters submitted by the accused under R.C.M. 1105 or, if applicable, matters submitted under R.C.M. 1106(f). R.C.M. 1107(b)(3)(A). Additionally, a convening authority may consider “[s]uch other matters as the convening authority deems appropriate. However, if the convening authority considers matters adverse to the accused from outside the record, with knowledge of which the accused is not chargeable, the accused shall be notified and given an opportunity to rebut.” R.C.M. 1107(b)(3)(B)(iii) (emphasis added).

“Congress gave the convening authority the important, quasi-judicial power to review the judgment and sentence of a court-martial.” *United States v. Cornwell*, 49 M.J. 491, 494 (C.A.A.F. 1998). An SJA may not provide a convening authority with

⁶ Also, when KC submitted her victim impact statement, both the Department of Defense and the Air Force had pre-existing regulations that expressly provided for the right of victims to submit statements to a convening authority prior to action. *See* Department of Defense Instruction (DODI) 1030.2, *Victim and Witness Assistance Procedures*, Enclosure 5 (4 June 2004); Air Force Instruction (AFI) 51-201, *Administration of Military Justice*, ¶ 9.9 (6 June 2013).

⁷ Section 1702(b) of the NDAA for Fiscal Year 2014 eliminated the unlimited prerogative and discretion of commanders taking action on the findings and sentence of a court-martial. Pursuant to Section 1702(d) of the NDAA for Fiscal Year 2014, these changes took effect on 24 June 2014 and applied to offenses committed on or after that date. Thus, these changes have no bearing on the issues before this court in the case at bar.

information known to be unreliable or misleading. *United States v. Mann*, 22 M.J. 279, 280 n.2 (C.M.A. 1986). Therefore, SJAs and their staff should remain vigilant, particularly when reviewing materials submitted by victims who may still be emotional and justifiably nonobjective. Victims may not understand the issues that can be created when the post-trial process goes awry. Thus, a prudent SJA may decide it is necessary to supplement the advice contained in an SJAR, depending on the content of a victim impact statement, or take other action to prevent an accused from being unfairly prejudiced during the clemency phase.

However, in the case at bar, the SJA did not err in providing KC's complete victim impact statement to the convening authority. There is no reason to question the reliability of the information that KC presented, nor was it misleading. In accordance with R.C.M. 1107(b)(3)(B)(iii), the appellant and his trial defense counsel were served with copies of KC's statement, and the trial defense counsel responded with a full-throated rebuttal.

Based on his reading of R.C.M. 1106(d)(4), the appellant argues, in the alternative, that the SJA was required to address KC's and trial defense counsel's allegations as legal error.⁸ Under R.C.M. 1106(d)(4), an SJA is obligated to

state whether, in the staff judge advocate's opinion, corrective action on the findings or sentence should be taken when an allegation of legal error is raised in matters submitted under R.C.M. 1105 or when otherwise deemed appropriate by the staff judge advocate. The response may consist of a statement of agreement or disagreement with the matter raised by the accused. An analysis or rationale for the staff judge advocate's statement, if any, concerning legal error is not required.

R.C.M. 1105 is the rule that governs what may be submitted by an accused for a convening authority's consideration prior to taking action on the accused's findings or sentence. These submissions are not subject to Military Rules of Evidence and may include "[a]llegations of errors affecting the legality of the findings or sentence." R.C.M. 1105(b)(2)(A). In the case at bar, the SJA was not obligated to respond to any claim of legal error that KC may have made as her submission was not made pursuant to R.C.M. 1105.

Moreover, we find that trial defense counsel did not raise legal error within the meaning of R.C.M. 1105(b)(2)(A). The thrust of both of the appellant's petitions for clemency was that he acted in self-defense and KC lacked credibility. Leaving it up to the convening authority to reconsider his self-defense claim and weigh KC's credibility,

⁸ This is the appellant's second of three issues.

trial defense counsel made fact-based arguments; at no point did he argue that there was a legal error. The SJA was not required to respond to legal error where none was asserted.⁹

Prior to taking action, pursuant R.C.M. 1107(b)(3)(B)(iii), the convening authority was free to consider whatever matter he deemed appropriate. In accordance with this governing R.C.M., the appellant was given notice of the material the convening authority had for consideration and an opportunity to rebut, which appellant's trial defense counsel did. We find that KC's victim impact statement is almost entirely about the impact of the appellant's crime on her and that, under the circumstances of this case, it was appropriate for the convening authority to consider this statement in its entirety. Thus, the SJA did not err by presenting KC's victim impact statement, in its entirety, to the convening authority. Furthermore, we find that neither KC's nor the trial defense counsel's post trial submissions alleged legal error requiring a response by the SJA.

*Factual and Legal Sufficiency*¹⁰

On appeal, the appellant argues that his convictions are legally and factually insufficient because the evidence shows that he acted in self-defense and that there was "possible collusion" between LP and KC. We review issues of factual and legal sufficiency de novo. Article 66(c), UCMJ, 10 U.S.C. § 866(c); *United States v. Washington*, 57 M.J. 394, 399 (C.A.A.F. 2002).

"The test for legal sufficiency of the evidence is 'whether, considering the evidence in the light most favorable to the prosecution, a reasonable factfinder could have found all the essential elements beyond a reasonable doubt.'" *United States v. Humpherys*, 57 M.J. 83, 94 (C.A.A.F. 2002) (quoting *United States v. Turner*, 25 M.J. 324 (C.M.A. 1987)). "[I]n resolving questions of legal sufficiency, we are bound to draw every reasonable inference from the evidence of record in favor of the prosecution." *United States v. Barner*, 56 M.J. 131, 134 (C.A.A.F. 2001).

The test for factual sufficiency is "whether, after weighing the evidence in the record of trial and making allowances for not having personally observed the witnesses, [we are] convinced of the accused's guilt beyond a reasonable doubt." *Turner*, 25 M.J. at 325. In conducting this unique appellate role, we take "a fresh, impartial look at the evidence," applying "neither a presumption of innocence nor a presumption of guilt" to "make [our] own independent determination as to whether the evidence constitutes proof of each required element beyond a reasonable doubt." *Washington*, 57 M.J. at 399.

When police officers arrived at appellant's home on the day that he assaulted his wife with dog feces, they found broken furniture and LP crying with injuries to her lower lip and chest. When they questioned the appellant, he admitted that he put dog feces in

⁹ The staff judge advocate (SJA) did comply with his requirement to state whether corrective action was required, by stating that none was required. See R.C.M. 1106(d)(4).

¹⁰ Appellant raises this issue pursuant to *United States v. Grostefon*, 12 M.J. 431 (C.M.A. 1982).

LP's mouth during a physical struggle that ensued after he pursued LP into a bedroom. The appellant also admitted that he shoved his wife and smeared dog feces on her face when he met with a family advocacy counselor at Maxwell Air Force Base, Alabama. He told her that they had a physical altercation and that LP scratched him. *Id.* KC testified that the appellant punched her in the face as she reached into his car to get a lighter out of his glove compartment. The two had been arguing, but it was not particularly heated. After he punched KC, the appellant apologized to her. There was evidence that the appellant kept a knife in his glove compartment and that KC knew it was there. The appellant expressed to KC that he feared for his life because she was reaching for his glove compartment. It is not clear whether appellant expressed this concern before or after he punched KC in the face.

In closing, trial defense counsel argued that the appellant acted in self-defense when he shoved dog feces in LP's face and punched KC in the face. Trial defense counsel also vigorously attacked KC's credibility as a witness during argument on findings.

We have reviewed the record of trial, paying particular attention to the evidence and reasonable inferences that can be drawn therefrom, including testimony from all the witnesses. In viewing the evidence in the light most favorable to the government, we conclude that a rational factfinder could have found beyond a reasonable doubt that the appellant was not acting in self-defense and did commit the offenses he was charged with. Having reviewed the entire record and making allowances for not personally observing the witnesses, we ourselves are convinced that the appellant was not acting in self-defense and is guilty beyond a reasonable doubt.

Conclusion

The approved findings and sentence are correct in law and fact, and no error materially prejudicial to the substantial rights of the appellant occurred. Articles 59(a) and 66(c), UCMJ, 10 U.S.C. §§ 859(a), 866(c). Accordingly, the approved findings and sentence are **AFFIRMED**.



FOR THE COURT

STEVEN LUCAS
Clerk of the Court

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

To: First American Title Insurance Company

File No.: 107-2541413 (LM)

Property: 7211 Birkland Court, Las Vegas, NV 89117

(Please initial the correct vesting as you would like it to appear at close of escrow)

VESTING INSTRUCTIONS		
	Initials:	Initials:
Husband and Wife		
as Joint Tenants, with Right of Survivorship		
as Community Property		
as Community Property, with Right of Survivorship		
as Tenants in Common, as to undivided _____ % interest		
Domestic Partners		
as Joint Tenants, with Right of Survivorship		
as Community Property		
as Community Property, with Right of Survivorship		
as Tenants in Common, as to undivided _____ % interest		
A Single Woman		
An Unmarried Woman		
A Widow		
A Single Man		
An Unmarried Man		
A Widower		
An Unmarried Man and an Unmarried Woman as Joint Tenants		
An Unmarried Man and an Unmarried Woman as Tenants in Common		
A Married Man as his Sole and Separate Property (If this vesting is desired, a Quitclaim Deed from your wife is needed)	<i>DS</i>	<i>CLS</i>
A Married Woman as her Sole and Separate Property (If this vesting is desired, a Quitclaim Deed from your husband is needed)		
A Domestic Partner as his/her Sole and Separate Property (If this vesting is desired, a Quitclaim Deed from your domestic partner is needed)		
Other (please print exactly as vested interest is to appear on Deed):		

If husband and wife or domestic partners are taking title with others, but all as Joint Tenants, the undersigned Grantee(s) joins in the execution of this document for the purpose of consenting to the creation of the joint tenancy.

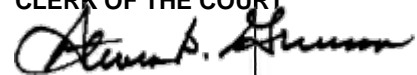
If taking title under an entity name, additional documentation may be required. (i.e. Corporate Resolution, Partnership Agreement, LLC Operating Agreement, Partnership Agreements and Limited Partnerships must be filed with the Secretary of State.) If taking title into a Trust Agreement, a copy of the Trust Agreement will be required. If you have any questions regarding selection of vesting you are hereby advised to seek independent legal counsel.

David Stucke
Signature

Christie J. Stucke
Signature

Mailing Address After Close of Escrow: Same as property; or Other: 3485 W Maule Ave
Las Vegas, NV 89117

Email Address: davidstucke@gmail.com Phone: 570-814-7257



SUPP

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Attorney for Plaintiff

Eighth Judicial District Court
Family Division
Clark County, Nevada

DAVID PATRICK STUCKE,	)	Case No.: D-18-580621-D
)	
Plaintiff,	)	Department: F
)	
vs.	)	Date of Hearing: April 10, 2019
	)	Time of Hearing: 2:30 p.m.
CHRISTIE LEEANN STUCKE,)	
)	
Defendant.)	

**SUPPLEMENT TO MOTION TO MODIFY CUSTODY; FOR
CHILD SUPPORT; PAYMENT OF MARITAL BILLS AND
EXPENSES; EXCLUSIVE POSSESSION OF THE MARITAL
RESIDENCE; SALE OF THE BIRKLAND PROPERTY;
ATTORNEY'S FEES AND FOR RELATED RELIEF**

NOW INTO COURT comes Plaintiff, DAVID PATRICK STUCKE,
by and through his attorney of record, VINCENT MAYO, ESQ., of THE
ABRAMS & MAYO LAW FIRM, and hereby submits his *Supplement to
Motion to Modify Custody; for Child Support; Payment of Marital Bills
and Expenses; Exclusive Possession of the Marital Residence; Sale of
the Birkland Property; Attorney's Fees and Related Relief.*

1 This Supplement is made and based upon the attached Points and
2 Authorities, the Exhibit in support, all papers and pleadings on file
3 herein, and any oral argument adduced at the hearing of this matter.

4 Dated: Monday, April 08, 2019.

5 Respectfully Submitted:

6 THE ABRAMS & MAYO LAW FIRM

7
8 Vincent Mayo, Esq.
9 Nevada State Bar: 8564
6252 South Rainbow Blvd., Suite 100
Las Vegas, Nevada 89118
Attorney for Plaintiff

10 **MEMORANDUM OF POINTS AND AUTHORITIES**

11 **I. PROCEDURAL NOTE**

12 At the March 27, 2019 hearing, the Court ordered that a copy of
13 Christie's bank statements be provided prior to the next hearing set for
14 April 10, 2019. David provided the Court on April 4th the bank
15 statements he had obtained from Wells Fargo through the last date of
16 production, which was mid-January 2019. As David did not have the full
17 January through March 2019 bank statements, it was on Christie to
18 provide these. David's counsel even stated this at the hearing. Christie
19 has not.

20 ///

1 A copy of Christie's business accounting was also to be provided,
2 which was expected to be Profit & Loss statements for the months of
3 January through March 2019. Instead, Christie merely provided on April
4 4, 2019 a self-serving summary of her bank statements for January
5 through March 2019. David's counsel asked for the January through
6 March 2019 business bank statements to confirm Christie's claims but
7 Christie did not provide them. Therefore, and without the January
8 through March 2019 statements, David had no option but to provide the
9 Court a supplement responding to same.

10 **II. SUPPLEMENT**

11 **A. Christie's Accounting is a Farce**

12 Christie's "accounting" of her business accounts is nothing more
13 than Christie's false attempt to blatantly classify clearly personal
14 expenses and withdrawals as business in nature in an effort to deceive
15 the Court and massively decrease her net income. David has analyzed
16 Christie's accounting based on the actual nature of the transactions, and
17 his knowledge of same obtained during the marriage, and provided his
18 own. The accounting is attached as a summary of the alleged three
19 business accounts, to wit: PCCG, ActionRad and Atomic Radiology, LLC.
20 See **Exhibit 1**. David's summary, which is supported by the P&Ls David
21 has prepared for each business: (A) lists all income from clients for each

1 venture; (B) lists all legitimate business expenses; (C) lists all personal
2 expenses/transfers; and (D) lists the net income.

3 As the Court can see from the summary in **Exhibit 1** (consisting of
4 the first two pages), the three businesses took in \$66,941.77 in business
5 income, had \$13,691.84 in business expenses but had a whopping
6 \$57,409.48 in personal expenses and transfers. A number of points are
7 of major concern and evidence Christie is cooking her numbers:

- 8 • Christie's accounting includes deposits of \$41,153.25 from
9 clients into her PCCG account and deposits from clients of
10 \$25,788.52 into her Atomic Radiology bank account – totaling
11 \$66,941.77. However, Christie completely omits the \$25,788
12 paid to Atomic Radiology in her summary and only includes
13 PCCG's;
- 14 • None of Christie's clients are in Nevada and Christie's business
15 is done almost entirely online or via the phone. Despite this,
16 Christie tries to pass off ATM withdrawals at casinos, bars, the
17 bank, as well as cash withdrawals from the bank, totaling
18 \$35,442.19 in a three-month period, as a "business" expense.
19 David is eager to know how massive ATM withdrawals at
20 casinos and gambling bars is related to providing medical
21 imaging software. Some of the gambling establishments

1 Christie most frequents are 3708 Las Vegas Blvd (The
2 Cosmopolitan); 3835 West Martin Avenue (PT's Bar); and 3333
3 Blue Diamond Road (The Silverton Casino). The following are a
4 few examples of when and where Christie went on a gambling
5 binge:

6 (1) On March 13, 2019, Christie took out 6 withdraws at the
7 Silverton Casino in the amounts of \$304.25, \$304.25,
8 \$526, \$304.25, \$304.25 and \$184.25;

9 (2) Christie did so again on February 6, 2019 at The
10 Cosmopolitan where she took out ATM withdrawals of
11 \$307.99; \$307.99; \$287.99; \$207.99; and \$307.99;

12 (3) **Just two days before on February 4, 2019,**
13 **Christie really went all out, taking out the**
14 **following massive amounts at the Silverton and**
15 **PT's Bar for gambling all in one day: \$304.25;**
16 **\$304.25; \$304.25; \$526; \$317; \$204.25; \$304.25;**
17 **\$300; \$300 and \$200.**

- 18 • Christie clearly has a gambling addiction and Christie's ATM
19 withdrawals related to gambling completely undercuts her story
20 at the March 27th hearing that the monies gambled in 2018 from
21 her business and personal bank accounts was by David, not her.

1 If this was true, Christie would not have \$16,342.19 of ATM
2 withdraws at casino and bars gambling in just a three-month
3 period in 2019 (which does not include the \$19,000 in ATMs
4 withdraws at the bank listed in her accounting). Further
5 proving the 2018 gambling on Christie's business and personal
6 bank accounts was by Christie is the fact David did not have
7 access to these accounts in 2018;

- 8 • Christie has the gall to try and list numerous overdraft charges
9 related to her casino and bar gambling as "business" in nature
10 as well. These total a whopping \$1,700. Of greater note is the
11 fact Christie consistently had overdraft fees throughout 2018 –
12 evidencing this is part of her reckless financial history – not
13 related to her current financial condition;
- 14 • What's more appalling is that Christie states she had her so-
15 called summary prepared by her "friend" Kim Renee. Based on
16 the above, Christie's friend is either biased or incompetent.
17 David is leaning towards biased as Kim recently called David
18 "an asshole!" on Facebook and accused his parents of
19 trespassing at their house despite David's mother living there
20 for months. See **Exhibit 1**. It should be noted Kim is not an
21 accountant or bookkeeper, just a general assistant at H&R

1 Block. Not surprisingly, she also charges people to read tarot
2 cards;

- 3 • Christie lists transfers from her business account to her
4 personal checking account as “business.” This is a total farce as
5 Christie only pays for personal expenses out of her checking
6 account. A person cannot take a distribution from a business
7 and try to pass it off as “business” in nature;

- 8 • Christie lists transfers to young Sarah’s savings accounts –
9 something that was only started recently;

- 10 • From her business accounts, Christie lists the following as
11 supposed business expenses:

12 (A) Paying a sexologist out of Tampa, Florida– i.e.
13 HarmonyUs;

14 (B) PostMates “food delivery” to her house, getting pizza
15 from Papa John’s, going to Johnny Rockets, Chick-Fil-
16 A; Burger King, El Pollo Loco, etc.;

17 (C) Paying for sporting goods;

18 (D) Hotel rooms for herself when she stays at local
19 gambling casinos when she is out late;

20 (E) Her utilities;

21 (F) Her vehicle gas;

1 (G) The movies at AMC Town Square;

2 (H) Paying for preschool;

3 (I) Buying wine;

4 (J) Suspicious transfers to and from her adult children;

5 (K) Suspicious transfers to friends of Christie who wrote
6 letters for her;

7 (L) Health and fitness services;

8 (M) Groceries;

9 (N) Home improvement (related to Christie's efforts to
10 turn the garage into a sex "dungeon");

11 (O) Personal trips; and

12 (P) Paying a phone plan that has six people on it – none of
13 whom work for Christie or are related to her
14 businesses.

- 15 • Christie claims she has loans outstanding from her friends,
16 children and grandmother – which is another farce. Christie has
17 had no reason to borrow from family, has no promissory notes
18 from them, never listed such alleged debts on tax returns, etc.
19 This is just a self-serving claim. Additionally, Christie has never
20 needed loans as her business income is more than sufficient to
21 pay for living expenses.

1 From the above, it is clear Christie is trying to play this Court by
2 presenting a false and cooked accounting that was evidently prepared by
3 a friend of hers who hates David. It should also be noted that this Court
4 is not the first government agency Christie has lied to about her
5 businesses. Christie has not submitted a business tax return in years
6 (since before she married David), despite David advising her that she she
7 should. As a result, and even though she has had substantial business
8 income, she has never paid taxes on that business income. Christie has
9 engaged in tax evasion and if she is willing to lie to the IRS and risk
10 massive fines and incarceration, she is to lie to this Court.

11 Therefore, Christie's accounting has no weight and the Court
12 should rely on David's for purposes of determining Christie's income.
13 The Court should also rely on same in combination with the summary
14 prepared by David in his original Reply in Support of his Motion.

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1 **III. CONCLUSION**

2 Based upon the foregoing, the Court should grant Plaintiff, DAVID
3 STUCKE'S Motion in its entirety and oppose the relief requested by
4 Defendant.

5 Dated Monday, April 08, 2019.

6 Respectfully Submitted,

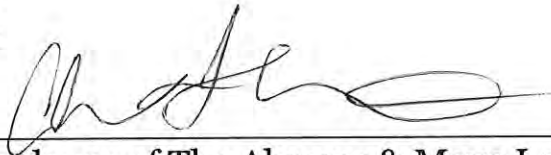
7 THE ABRAMS & MAYO LAW FIRM

8
9 _____
10 Vincent Mayo, Esq.
11 Nevada State Bar Number: 8564
12 6252 South Rainbow Blvd., Suite 100
13 Las Vegas, Nevada 89118
14 Attorney for Plaintiff
15
16
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1 **CERTIFICATE OF SERVICE**

2 I hereby certify that the foregoing *SUPPLEMENT TO MOTION TO*
3 *MODIFY CUSTODY; FOR CHILD SUPPORT; PAYMENT OF MARITAL*
4 *BILLS AND EXPENSES; EXCLUSIVE POSSESSION OF THE MARITAL*
5 *RESIDENCE; SALE OF THE BIRKLAND PROPERTY; ATTORNEY'S*
6 *FEES AND FOR RELATED RELIEF* was filed electronically with the
7 Eighth Judicial District Court in the above-entitled matter on Monday,
8 April 08, 2019. Electronic service of the foregoing document shall be
9 made in accordance with the Master Service List, pursuant to NEFCR 9,
10 as follows:

11 Brian J. Steinberg, Esq.
12 Attorney for Defendant



13 An Employee of The Abrams & Mayo Law Firm

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

Summary - Jan to March 2019

	PCCG	ActionRad	AtomicRadiology	Total
Income	41,153.25	-	25,788.52	66,941.77
Business Expenses				
Computer and Internet Expenses	-	-	320.21	320.21
Dues and Subscriptions	-	119.85	650.00	769.85
Insurance/Malpractice	1,840.89	-	-	1,840.89
Office Expenses	470.28	-	810.19	1,280.47
Outside Services	5,105.00	2,046.00	-	7,151.00
Rent Expense	-	-	417.00	417.00
Postage and Shipping	-	-	273.83	273.83
Telephone	970.33	537.60	-	1,507.93
Utilities	-	130.66	-	130.66
Subtotal	8,386.50	2,834.11	2,471.23	13,691.84
Net Business Income	32,766.75	(2,834.11)	23,317.29	53,249.93
Personal Expenses				
ATM Casino	5,150.90	4,022.60	3,064.69	12,238.19
ATM Bar	2,404.00	1,400.00	300.00	4,104.00
ATM Bank	300.00	1,100.00	8,800.00	10,200.00
Cash Withdrawal	-	-	8,900.00	8,900.00
Transfer to Christie Checking	12,631.00	2,080.00	-	14,711.00
Bank Service Charges	419.00	141.50	659.00	1,219.50
Household Expenses	937.38	451.30	-	1,388.68
Personal Restaurant	1,337.26	-	-	1,337.26
Personal Expenses	604.48	1,232.35	315.02	2,151.85
Transfer to E Hentschl	809.00	-	-	809.00
Transfer to J Hentschl	350.00	-	-	350.00
Subtotal Personal	24,943.02	10,427.75	22,038.71	57,409.48
Distributions (transfers)				
Transfer to Actionrad	6,693.00	-	(200.00)	6,493.00
Transfer to Atomic	200.00	-	-	200.00
Transfer to Medical Systems Grp	-	(6,693.00)	-	(6,693.00)
Transfers to Joint Accounts	-	(15.00)	-	(15.00)
Subtotal Distributions	6,893.00	(6,708.00)	(200.00)	(15.00)

	PCCG	ActionRad	AtomicRadiology	Total
	40,222.52	6,553.86	24,309.94	71,086.32
	41,153.25	-	25,788.52	66,941.77
	(930.73)	6,553.86	(1,478.58)	4,144.55
Bank Bal	(719.27)	156.14	1,478.58	915.45

Medical Systems Group
P&L Detail - 01/01-03/31/19

Sales	Type	Date	Num	Name	Memo	Debit	Credit	Balance
	Deposit	1/9/2019		Deposit	income		2,593.00	2,593.00
	Deposit	1/11/2019		Deposit	income		8,368.00	10,961.00
	Deposit	1/23/2019		Deposit	income		8,789.00	19,750.00
	Deposit	2/21/2019		Deposit	income		2,872.00	22,622.00
	Deposit	2/21/2019		Deposit	income		3,116.00	25,738.00
	Deposit	2/21/2019		Deposit	income		1,000.00	26,738.00
	Deposit	2/27/2019		Deposit	income		900.00	27,638.00
	Deposit	3/6/2019		Deposit	income		2,500.00	30,138.00
	Deposit	3/6/2019		Deposit	income		2,857.25	32,995.25
	Deposit	3/15/2019		Deposit	Deposit		1,000.00	33,995.25
	Deposit	3/25/2019		Deposit	Deposit		4,687.00	38,682.25
	Deposit	3/29/2019		Deposit	Deposit		2,471.00	41,153.25
Total Sales						-	41,153.25	41,153.25
Bank Service Charges								
	Check	1/2/2019		Atm Bank Fee	fee	2.50		- 2.50
	Check	1/2/2019		Atm Bank Fee	fee	2.50		- 5.00
	Check	1/7/2019		Atm Bank Fee	fee	2.50		- 7.50
	Check	1/10/2019		Atm Bank Fee	fee	10.00		- 17.50
	Check	1/14/2019		Atm Bank Fee	fee	2.50		- 20.00
	Check	1/14/2019		Atm Bank Fee	pts bar bank fee	4.00		- 24.00
	Check	1/15/2019		wire fee	wire fee - not liz transfer	30.00		- 54.00
	Check	1/22/2019		Atm Bank Fee	pts bar bank fee	2.50		- 56.50
	Check	1/22/2019		Atm Bank Fee	cosmo atm bank fee	2.50		- 59.00
	Check	1/22/2019		Atm Bank Fee	cosmo atm bank fee	2.50		- 61.50
	Check	1/22/2019		overdraft fee	pts bar overdraft fee	35.00		- 96.50
	Check	1/27/2019		Atm Bank Fee	cosmo atm bank fee	2.50		- 99.00
	Check	1/28/2019		Atm Bank Fee	cosmo atm bank fee	2.50		- 101.50

Check	1/28/2019	Atm Bank Fee		2.50		-	104.00
Check	1/28/2019	Atm Bank Fee	pts atm fee	4.00		-	108.00
Check	2/3/2019	Atm Bank Fee	pts atm bank fee	4.00		-	112.00
Check	2/4/2019	Atm Bank Fee	silvertown atm bank fee	2.50		-	114.50
Check	2/4/2019	Atm Bank Fee	pts atm bank fee	2.50		-	117.00
Check	2/5/2019	overdraft fee	pts bar overdraft fee	35.00		-	152.00
Check	2/6/2019	Atm Bank Fee	bank fee from cosmo withdra	2.50		-	154.50
Check	2/19/2019	Atm Bank Fee	bank fee adjustment	60.00		-	214.50
Check	2/20/2019	overdraft fee	from pizza	35.00		-	249.50
Check	2/20/2019	overdraft fee	from fee adjustment	35.00		-	284.50
Check	2/22/2019	Atm Bank Fee	cosmo atm bank fee - wells fe	2.50		-	287.00
Check	2/22/2019	wire fee	wire fee - business fee	30.00		-	317.00
Check	2/22/2019	wire fee	wire fee - business fee	45.00		-	362.00
Check	2/25/2019	Atm Bank Fee	pts atm bank fee	4.00		-	366.00
Check	2/25/2019	Atm Bank Fee	pts atm bank fee	2.50		-	368.50
Check	2/25/2019	Atm Bank Fee	pts atm bank fee	2.50		-	371.00
Check	2/25/2019	Atm Bank Fee	pts atm bank fee	4.00		-	375.00
Check	2/27/2019	Atm Bank Fee	silvertown bank fee - atm	2.50		-	377.50
Check	3/7/2019	Atm Bank Fee	silvertown bank fee - atm	2.50		-	380.00
Check	3/8/2019	Atm Bank Fee	cosmo atm fee	2.50		-	382.50
Check	3/12/2019	Atm Bank Fee	pts atm	2.50		-	385.00
Check	3/12/2019	Atm Bank Fee	casino cage extra fee	25.00		-	410.00
Check	3/13/2019	Atm Bank Fee	silvertown atm	2.50		-	412.50
Check	3/18/2019	Atm Bank Fee	Pt's pub	4.00		-	416.50
Check	3/18/2019	Atm Bank Fee		2.50		-	419.00
Total Bank Service Charges				419.00		-	419.00
Insurance - Malpractice							
Check	2/25/2019	malpractice insurance	malpractice	1,840.89		-	1,840.89
Total Insurance - Malpractice				1,840.89		-	1,840.89
Medical Expenses							
Check	1/3/2019	therapist		200.00		-	200.00
Total Medical Expenses				200.00		-	200.00

Office Expenses						
Check	1/8/2019	frys electronics	37.29	-	37.29	
Check	2/25/2019	best buy	199.99	-	237.28	
Check	3/18/2019	just answer	5.00	-	242.28	
Check	3/27/2019	just answer	28.00	-	270.28	
Total Office Expenses			270.28	-	270.28	
Outside Services						
Check	1/15/2019	rs imaging	2,890.00	-	2,890.00	
Check	2/22/2019	rs imaging	1,715.00	-	4,605.00	
Check	2/22/2019	Tong Zhong	500.00	-	5,105.00	
Total Outside Services			5,105.00	-	5,105.00	
Telephone						
Check	1/22/2019	t-mobile	347.52	-	347.52	
Check	2/25/2019	t-mobile	298.67	-	646.19	
Check	3/25/2019	t-mobile- everyone's cell pho	324.14	-	970.33	
Total Telephone			970.33	-	970.33	
TOTAL			8,805.50	41,153.25	32,347.75	

actionrad solutions

P&L Detail - 01/01-03/31/19

Type	Date	Num	Name	Memo	Clr	Debit	Credit	Balance
Sales								
Deposit	2/4/2019		Deposit	Deposit			1000	1000
Deposit	2/5/2019		Deposit	Deposit			1700	2700
Deposit	2/15/2019		Deposit	Deposit			3000	5700
Deposit	3/25/2019		Deposit	Deposit- marked as transfer			1000	6700
Total Sales						0	6700	6700
Bank Service Charges								
Check	1/8/2019		Atm Bank | silverton atm fee			2.5		-2.5
Check	1/22/2019		Atm Bank | cosmo atm fee			2.5		-5
Check	1/23/2019		Overdraft | overdraft			12.5		-17.5
Check	1/28/2019		Atm Bank Fee			2.5		-20
Check	1/28/2019		Atm Bank | cosmo atm fee			2.5		-22.5
Check	1/28/2019		Atm Bank | pts atm fee			4		-26.5
Check	2/4/2019		Atm Bank Fee			2.5		-29
Check	2/4/2019		Atm Bank | silverton			2.5		-31.5
Check	2/4/2019		Atm Bank | pts atm fee			4		-35.5
Check	2/6/2019		Atm Bank | atm fee cosmo			2.5		-38
Check	2/11/2019		Atm Bank | pts atm fee			4		-42
Check	2/11/2019		Atm Bank | atm fee			2.5		-44.5
Deposit	2/13/2019		Atm Bank | Deposit				2.5	-42
Check	2/19/2019		Atm Bank | atm fee			2.5		-44.5
Check	2/19/2019		Atm Bank | atm fee cosmo			2.5		-47
Check	2/19/2019		Atm Bank | atm fee pts pub			4		-51
Check	2/22/2019		Atm Bank Fee			2.5		-53.5
Check	2/22/2019		Atm Bank | pts atm fee			4		-57.5
Check	2/27/2019		Atm Bank | atm fee			2.5		-60
Check	2/27/2019		Overdraft | overdraft			35		-95
Check	2/27/2019		Atm Bank | atm fee pts			4		-99

Check	3/7/2019	Atm Bank | atm fee silverton	2.5	-101.5
Check	3/13/2019	Atm Bank | atm silverton fee	2.5	-104
Check	3/14/2019	Overdraft | overdraft - silverton	35	-139
Check	3/25/2019	Atm Bank | atm fee cosmo	2.5	-141.5
Total Bank Service Charges			144	-141.5
Dues and Subscriptions				
Check	1/24/2019	Formwill	39.95	-39.95
Check	2/25/2019	Formwill formswift.com	39.95	-79.9
Check	3/25/2019	Formwill formswift.com	39.95	-119.85
Total Dues and Subscriptions			119.85	-119.85
Outside Services				
Check	1/2/2019	Direct Pay doctor payment	10	-10
Check	1/9/2019	Direct Pay doctor payment	3	-13
Check	1/9/2019	Direct Pay doctor payment	10	-23
Check	2/8/2019	Direct Pay doctor payment	3	-26
Check	2/8/2019	Direct Pay doctor payment	10	-36
Check	3/8/2019	Direct Pay direct pay	10	-46
Check	3/28/2019	Direct Pay doctor payment	2000	-2046
Total Outside Services			2046	-2046
Telephone				
Check	1/28/2019	Phone.com PHone.com	158.06	-158.06
Check	2/26/2019	Phone.com PHone.com	179.11	-337.17
Check	3/27/2019	Phone.com PHone.com	200.43	-537.6
Total Telephone			537.6	-537.6
Utilities				
Check	2/19/2019	nv engergy nv energy	130.66	-130.66
Total Utilities			130.66	-130.66
TOTAL			2978.11	3724.39

atomic radiology
P&L Detail - 01/01-03/31/19

Sales		Type	Date	Num	Name	Memo	Debit	Credit	Balance
	Deposit		1/9/2023			5209568697 December 2018 Invoice		1,640.00	1,640.00
	Deposit		1/9/2023		ra diagnostics	Deposit		1,640.00	3,280.00
	Deposit		1/23/2023			:619220936134		770.00	4,050.00
	Deposit		1/23/2023		deposit - mobile	Deposit		770.00	4,820.00
	Deposit		2/5/2023			5211229442 December 2017 Invoice Pinnacle		675.00	5,495.00
	Deposit		2/5/2023		ra diagnostics	Deposit		675.00	6,170.00
	Deposit		2/6/2023			5211343463 January 2019 Invoice balance		330.00	6,500.00
	Deposit		2/6/2023			5211343281 January 2019 Invoice		2,100.00	8,600.00
	Deposit		2/6/2023		ra diagnostics	Deposit		330.00	8,930.00
	Deposit		2/6/2023		ra diagnostics	Deposit		2,100.00	11,030.00
	Deposit		2/14/2023			:420130179045		650.00	11,680.00
	Deposit		2/14/2023		deposit - mobile	Deposit		650.00	12,330.00
	Deposit		2/15/2023			:919140413992		3,640.00	15,970.00
	Deposit		2/15/2023		deposit - mobile	Deposit		3,640.00	19,610.00
	Deposit		2/23/2023			02/22/19 02:19:45 PM 4425 W RUSSELL RD LAS VEGAS NV 7853		200.00	19,810.00
	Deposit		2/28/2023			:619270489516		1,464.26	21,274.26
	Deposit		2/28/2023		deposit - mobile	Deposit		1,464.26	22,738.52
	Deposit		3/13/2023		ra diagnostics	Deposit		1,520.00	24,258.52
	Deposit		3/29/2023		ra diagnostics	Deposit		610.00	24,868.52
	Deposit		3/30/2023		deposit - mobile	Deposit		920.00	25,788.52
Total Sales							-	25,788.52	25,788.52
Atm fee									
	Check		1/29/2023			FEE	2.50	-	2.50
	Check		1/29/2023		atm fee	atm fee	2.50	-	5.00
	Check		1/29/2023		atm fee	pts atm fee	4.00	-	9.00
	Check		1/30/2023			FEE	2.50	-	11.50
	Check		1/30/2023		atm fee	cosmo atm fee	2.50	-	14.00
	Check		2/5/2023			FEE	2.50	-	16.50
	Check		2/5/2023		atm fee	silverton atm fee	2.50	-	19.00
	Check		2/7/2023			FEE	2.50	-	21.50
	Check		2/20/2023			FEE	2.50	-	24.00
	Check		2/20/2023		atm fee	atm fee from cosmo withdrawal	2.50	-	26.50

STUCKE-0353

Check	3/14/2023	atm fee	atm fee from silverton	2.50	-	29.00
Total Atm fee				29.00	-	29.00
Bank Service Charges						
Check	1/3/2023	overdraft fee	overdraft fee from new years	35.00	-	35.00
Check	2/7/2023	overdraft fee	overdraft at bank	35.00	-	70.00
Check	3/2/2023	overdraft fee	overdraft from cash e-withdrawal	35.00	-	105.00
Check	3/6/2023	overdraft fee	fee from truthfinder	35.00	-	140.00
Check	3/6/2023	overdraft fee	fee from go daddy	35.00	-	175.00
Check	3/7/2023	overdraft fee	fee from regus	35.00	-	210.00
Check	3/12/2023	overdraft fee	lyft - marked as transfer	35.00	-	245.00
Check	3/16/2023	overdraft fee	overdraft from gas purchase	35.00	-	280.00
Check	3/20/2023	overdraft fee	overdraft fee	35.00	-	315.00
Check	3/21/2023	overdraft fee	overdraft fee on food	35.00	-	350.00
Check	3/27/2023	overdraft fee	overdraft regus	35.00	-	385.00
Total Bank Service Charges				385.00	-	385.00
Computer and Internet Expenses						
Check	3/2/2023	godaddy	hosting	22.98	-	22.98
Check	3/5/2023	godaddy	hosting	72.68	-	95.66
Check	3/5/2023	godaddy	hosting	191.69	-	287.35
Check	3/16/2023	dropbox recurring	dropbox	9.99	-	297.34
Check	3/30/2023	godaddy	hosting	22.87	-	320.21
Total Computer and Internet Expenses				320.21	-	320.21
Dues and Subscriptions						
Check	3/15/2023	lv chamber of commerce membership		650.00	-	650.00
Total Dues and Subscriptions				650.00	-	650.00
Food						
Check	2/26/2023		PURCHASE 02/24 402-935-7733 NY CARD 7853	38.93	-	38.93
Check	3/5/2023		RECURRING PAYMENT 03/03 402-935-7733 OH CARD 7853	4.99	-	43.92
Total Food				43.92	-	43.92
LYFT						
Check	3/5/2023		PURCHASE 02/28 402-935-7733 CA CARD 7853	5.00	-	5.00
Check	3/5/2023		PURCHASE 03/01 402-935-7733 CA CARD 7853	27.78	-	32.78
Deposit	3/7/2023		PURCHASE RETURN 03/05 4029357733 CA CARD 7853		27.78	5.00
Check	3/9/2023		PURCHASE 03/07 402-935-7733 CA CARD 7853	16.00	-	21.00
Total LYFT				48.78	27.78	21.00
Office Expenses						
Check	1/10/2023			3.00	-	3.00

Check	1/10/2023				10.00	-	13.00
Check	1/10/2023	direct pay			3.00	-	16.00
Check	1/10/2023	direct pay			10.00	-	26.00
Check	1/24/2023		PURCHASE 01/22 972-340-2021 TX CARD 7853		139.00	-	165.00
Check	1/30/2023		RECURRING PAYMENT 01/27 855-608-2677 CA CARD 7853		15.99	-	180.99
Check	2/9/2023				10.00	-	190.99
Check	2/9/2023	direct pay			10.00	-	200.99
Check	3/2/2023		RECURRING PAYMENT 02/27 855-608-2677 CA CARD 7853		15.99	-	216.98
Check	3/2/2023		PURCHASE 02/28 402-935-7733 CA CARD 7853		16.98	-	233.96
Check	3/2/2023		PURCHASE 02/28 402-935-7733 AZ CARD 7853		22.98	-	256.94
Check	3/2/2023	paypal -physical ad	advertising?		16.98	-	273.92
Check	3/5/2023		PURCHASE 03/01 402-935-7733 AZ CARD 7853		191.69	-	465.61
Check	3/5/2023		PURCHASE 03/02 402-935-7733 AZ CARD 7853		72.68	-	538.29
Check	3/6/2023		PURCHASE 03/04 972-340-2021 TX CARD 7853		139.00	-	677.29
Check	3/9/2023				10.00	-	687.29
Check	3/9/2023	direct pay			10.00	-	697.29
Check	3/20/2023	paypal -unknown	unknown paypal - assuming business		47.98	-	745.27
Check	3/20/2023				745.27	-	745.27
Total Office Expenses							
Overdraft Fee							
Check	1/3/2023		POSTED ON 12/31 \$15.99 RECURRING PAYMENT AUTHORIZED ON 1		35.00	-	35.00
Check	2/7/2023		POSTED ON 02/05 \$2,500.00 Cash eWithdrawal in Branch/Store 02/		35.00	-	70.00
Check	2/21/2023		POSTED ON 02/19 \$307.99 NON-WF ATM WITHDRAWAL AUTHORIZ		35.00	-	105.00
Check	3/2/2023		POSTED ON 02/28 \$1,300.00 Cash eWithdrawal in Branch/Store 02/		35.00	-	140.00
Check	3/6/2023		POSTED ON 03/04 \$27.78 PURCHASE AUTHORIZED ON 03/01 PAYM		35.00	-	175.00
Check	3/6/2023		POSTED ON 03/04 \$72.68 PURCHASE AUTHORIZED ON 03/02 PAYM		35.00	-	210.00
Check	3/7/2023		POSTED ON 03/05 \$139.00 PURCHASE AUTHORIZED ON 03/04 RMG		35.00	-	245.00
Total Overdraft Fee							
Rent Expense							
Check	1/24/2023	regus	office		139.00	-	139.00
Check	3/6/2023	regus	office space		139.00	-	278.00
Check	3/26/2023	regus	office space		139.00	-	417.00
Total Rent Expense							
Shipping							
Check	1/26/2023		RECURRING PAYMENT 01/24 800-4633339 TN CARD 7853		22.33	-	22.33
Check	1/29/2023	fed ex	shipping		22.33	-	44.66
Check	1/30/2023	stamps.com	stamps.com		15.99	-	60.65
Check	2/7/2023		RECURRING PAYMENT 02/04 800-4633339 TN CARD 7853		90.60	-	151.25

Check	2/7/2023	fed ex	shipping	90.60	-	241.85
Check	3/2/2023	stamps.com	shipping	15.99	-	257.84
Check	3/30/2023	stamps.com	shipping	15.99	-	273.83
Total Shipping				273.83	-	273.83
TOTAL				3,158.01	25,816.30	22,658.29

12:58

LTE



David Stucke

1 hr · 2



As soon as you start to feel bad
you discover more evil.



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Comment



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Kim Renee and Bob Matlock



Kim Renee

You're such an asshole!

1h Like Reply

Write a reply...



Write a comment...



Medical Systems Group
Balance Sheet Detail - 01/01-03/31/19

Type	Date	Num	Name	Memo	Debit	Credit
ASSETS						
Current Assets						
Checking/Savings						
Checking - Wells Fargo 1401						
Check	1/2/2019		christie checking	christie 7685		500.00
Check	1/2/2019		Atm Bank Fee	fee	2.50	
Check	1/2/2019		Atm Bank Fee	fee	2.50	
Check	1/2/2019		Atm Withdrawal	pts pub		300.00
Check	1/3/2019		locksmith			65.00
Check	1/3/2019		therapist			200.00
Check	1/3/2019		thai restaurant	dinner	274.16	
Check	1/4/2019		transfer	transfer to liz	130.00	
Check	1/4/2019		fast food	pizza	25.67	
Check	1/4/2019		fast food	post mates	2.59	
Check	1/7/2019		fast food	food	27.17	
Check	1/7/2019		fast food	food	37.62	
Check	1/7/2019		christie checking	christie 7685	300.00	
Check	1/7/2019		fast food	food	27.89	
Check	1/7/2019		christie checking	christie 7685	500.00	
Check	1/7/2019		Atm Bank Fee	fee	2.50	
Check	1/7/2019		Atm Bank Fee	fee	4.00	
Check	1/7/2019		Atm Withdrawal	pts pub	300.00	
Check	1/8/2019		frys electronics		37.29	
Check	1/9/2019		food	johnny rockets	7.00	
Deposit	1/9/2019			income	2,593.00	
Check	#####		Atm Bank Fee	fee	10.00	
Check	#####		transfer	transfer to joel	150.00	
Deposit	#####			income	8,368.00	
Check	#####		food	postmates	53.10	
Check	#####		food	papa johns	25.03	
Check	#####		food	post mates	5.31	
Check	#####		transfer	christie checking	1,000.00	

Check	#####	transfer	transfer to actionrad	1,500.00
Check	#####	Atm Bank Fee	fee	2.50
Check	#####	transfer	transfer to actionrad	1,500.00
Check	#####	personal	tampa tactical -sporting goods	41.95
Check	#####	Atm Bank Fee	pts bar bank fee	4.00
Check	#####	Atm Withdrawal	pts pub	300.00
Check	#####	rs imaging	business expense	2,890.00
Check	#####	wire fee	wire fee - not liz transfer	30.00
Check	#####	sin in the city	bdsm convention	185.15
Check	#####	alexis park - sin in the city	alexis park - sin in the city - bdsm convention	146.26
Check	#####	transfer	transfer to john new savings	200.00
Check	#####	fast food	post mates	23.56
Check	#####	business savings	transfer to business avings	25.00
Check	#####	Deposit	income	25.00
Check	#####	t-mobile	t-mobile	347.52
Check	#####	Atm Withdrawal	cosmo casino atm	307.99
Check	#####	Atm Bank Fee	pts bar bank fee	2.50
Check	#####	christie checking	christie 7685	1,000.00
Check	#####	Atm Bank Fee	cosmo atm bank fee	2.50
Check	#####	Atm Bank Fee	cosmo atm bank fee	2.50
Check	#####	christie checking	christie 7685	1,100.00
Check	#####	overdraft fee	pts bar overdraft fee	35.00
Deposit	#####	overdraft protection de	Deposit	25.00
Deposit	#####		sin in the city - refund	185.19
Deposit	#####		income	8,789.00
Check	#####	household	household - sams club	52.90
Check	#####	transfer	transfer to liz	375.00
Check	#####	actionrad solutions	transfer to actionrad	300.00
Check	#####	household	household- walmart	162.09
Deposit	#####		refund for alexis park after getting told to	146.26
Check	#####	christie checking	christie 7685	500.00
Check	#####	fast food	mc donalds	13.38
Check	#####	Casino Withdrawal	cosmo atm	307.99
Check	#####	Atm Bank Fee	cosmo atm bank fee	2.50
Check	#####	Atm Bank Fee	cosmo atm bank fee	2.50
Check	#####	actionrad solutions	transfer to actionrad	300.00

Check	#####	christie checking	christie 7685	400.00
Check	#####	food	golden corral	38.26
Check	#####	personal	carnival cruise deposit - lv crossover	100.00
Check	#####	christie checking	christie 7685	1,000.00
Check	#####	Atm Bank Fee		2.50
Check	#####	Atm Bank Fee	pts atm fee	4.00
Check	#####	Atm Withdrawal	pts atm withdrawal	300.00
Check	#####	Casino Withdrawal	cosmo - casino cage withdrawal	1,044.95
Check	#####	actionrad solutions	transfer to actionrad	1,000.00
Check	#####	actionrad solutions	transfer to actionrad	388.00
Check	#####	sin in the city	bdsrn convention	159.57
Check	#####	household	household- sams club	258.16
Check	#####	christie checking	christie 7685	1,000.00
Check	#####	actionrad solutions	transfer to actionrad	300.00
Check	#####	christie checking	christie 7685	400.00
Check	#####	christie checking	christie 7685	600.00
Check	#####	Atm Withdrawal	pts atm withdrawal	300.00
Check	2/3/2019	Atm Bank Fee	pts atm bank fee	4.00
Check	2/3/2019	christie checking	christie 7685	900.00
Check	2/4/2019	Casino Withdrawal	silverton casino cage withdrawal	317.00
Check	2/4/2019	Casino Withdrawal	silverton casino cage withdrawal	526.00
Check	2/4/2019	Casino Withdrawal	silverton atm withdrawal	304.25
Check	2/4/2019	Atm Bank Fee	silverton atm bank fee	2.50
Check	2/4/2019	Atm Bank Fee	pts atm bank fee	2.50
Check	2/4/2019	actionrad solutions	transfer to actionrad	350.00
Check	2/5/2019	overdraft fee	pts bar overdraft fee	35.00
Deposit	2/5/2019		transfer from actionrad - cover overdraft	310.00
Check	2/6/2019	Casino Withdrawal	cosmo atm withdrawal	287.99
Check	2/6/2019	Atm Bank Fee	bank fee from cosmo withdrawal	2.50
Check	#####	Atm Bank Fee	bank fee adjustment	60.00
Check	#####	food	pizza hut	19.62
Deposit	#####		transfer from actionrad	20.00
Deposit	#####		transfer from actionrad	330.00
Check	#####	overdraft fee	from pizza	35.00
Check	#####	overdraft fee	from fee adjustment	35.00
Deposit	#####		income	2,872.00

Deposit	#####		income	3,116.00	
Deposit	#####		income	1,000.00	
Check	#####	christie checking	christie 7685		500.00
Check	#####	actionrad solutions	transfer to actionrad		300.00
Check	#####	Casino Withdrawal	cosmo atm withdrawal		307.99
Check	#####	Atm Bank Fee	cosmo atm bank fee - wells fargo		2.50
Check	#####	rs imaging	business expense		1,715.00
Check	#####	Tong Zhong	programmer payment		500.00
Check	#####	wire fee	wire fee - business fee		30.00
Check	#####	wire fee	wire fee - business fee		45.00
Check	#####	Atm Withdrawal	pts atm withdrawal		300.00
Check	#####	Atm Bank Fee	pts atm bank fee		4.00
Check	#####	Atm Withdrawal	pts atm withdrawal		300.00
Check	#####	t-mobile	t-mobile		298.67
Check	#####	best buy	best buy - calling it business?		199.99
Check	#####	Atm Bank Fee	pts atm bank fee		2.50
Check	#####	malpractice insurance	malpractice		1,840.89
Check	#####	Atm Bank Fee	pts atm bank fee		2.50
Check	#####	Atm Bank Fee	pts atm bank fee		4.00
Check	#####	actionrad solutions	transfer to actionrad		90.00
Check	#####	steinberg	legal - steinberg		300.00
Check	#####	actionrad solutions	transfer to actionrad		30.00
Check	#####	Casino Withdrawal	silverton atm withdrawal		304.25
Check	#####	Atm Bank Fee	silverton bank fee - atm		2.50
Deposit	#####		income	900.00	
Check	3/4/2019	gas	gas - chevron		53.19
Check	3/4/2019	food	postmates		73.65
Deposit	3/6/2019		income	2,500.00	
Deposit	3/6/2019		income	2,857.25	
Check	3/7/2019	lyft	lyft		14.00
Check	3/7/2019	Casino Withdrawal	silverton atm withdrawal		304.25
Check	3/7/2019	Atm Bank Fee	silverton bank fee - atm		2.50
Check	3/7/2019	actionrad solutions	transfer to actionrad		300.00
Check	3/7/2019	christie checking	christie 7685		500.00
Check	3/7/2019	christie checking	christie 7685		11.00
Check	3/8/2019	food	wine club		143.00

Check	3/8/2019	Casino Withdrawal	cosmo casino atm	307.99
Check	3/8/2019	Atm Bank Fee	cosmo atm fee	2.50
Check	#####	actionrad solutions	transfer to actionrad	100.00
Check	#####	lyft	lyft	14.00
Check	#####	fast food	postmates	72.53
Check	#####	fast food	postmates	3.46
Check	#####	food	applebees	72.88
Check	#####	fast food	postmates	34.61
Check	#####	fast food	postmates	25.38
Check	#####	Atm Bank Fee	pts atm	2.50
Check	#####	transfer	transfer to liz	304.00
Check	#####	Atm Bank Fee	casino cage extra fee	25.00
Check	#####	Atm Bank Fee	silverton atm	2.50
Check	#####	Casino Withdrawal	silverton casino	304.25
Check	#####	Casino Withdrawal	silverton casino cage	526.00
Check	#####	christie checking	christie 7685	400.00
Check	#####	actionrad solutions	transfer to actionrad	35.00
Check	#####	actionrad solutions	transfer to actionrad	210.00
Check	#####	Atm Withdrawal	transfer to actionrad	300.00
Deposit	#####	Deposit	Deposit	1,000.00
Check	#####	Atm Bank Fee	Pt's pub	4.00
Check	#####	Atm Withdrawal	pts atm withdrawal	300.00
Check	#####	business savings	transfer to business avings	25.00
Check	#####	fast food	postmates	3.81
Check	#####	Atm Bank Fee	postmates	2.50
Check	#####	christie checking	christie 7685	300.00
Check	#####	just answer	justanswer.com - probably not business	5.00
Check	#####	food	pizza	44.70
Check	#####	christie checking	christie 7685	200.00
Check	#####	fast food	postmates	82.81
Check	#####	entertainment	movie	27.02
Check	#####	entertainment	movie	32.98
Check	#####	fast food	postmates	8.28
Check	#####	fast food	postmates	12.92
Check	#####	fast food	postmates	129.18
Check	#####	t-mobile	t-mobile- everyone's cell phone	324.14

Deposit	#####	christie checking	Deposit	80.00
Deposit	#####	Deposit	Deposit	4,687.00
Check	#####	christie checking	christie 7685	500.00
Check	#####	christie checking	christie 7685	600.00
Check	#####	actionrad solutions	transfer to actionrad	1,000.00
Check	#####	just answer	justanswer.com - probably not business	28.00
Check	#####	christie checking	christie 7685	500.00
Check	#####	actionrad solutions	transfer to actionrad	1,500.00
Check	#####	nv energy	electric	280.73
Check	#####	fast food	postmates	55.00
Deposit	#####	Deposit	Deposit	2,471.00
Total Checking - Wells Fargo 1401				42,249.70
Business Savings				43,043.97
Check	#####	business savings	transfer to business avings	25.00
Check	#####	Deposit	income	25.00
Check	#####	business savings	transfer to business avings	25.00
Total Business Savings				75.00
Total Checking/Savings				-
Other Current Assets				42,324.70
Due from Stockholders				43,043.97
Cash Casino				
Check	#####	Atm Withdrawal	cosmo casino atm	307.99
Check	#####	Casino Withdrawal	cosmo atm	307.99
Check	#####	Casino Withdrawal	cosmo - casino cage withdrawal	1,044.95
Check	2/4/2019	Casino Withdrawal	silverton casino cage withdrawal	317.00
Check	2/4/2019	Casino Withdrawal	silverton casino cage withdrawal	526.00
Check	2/4/2019	Casino Withdrawal	silverton atm withdrawal	304.25
Check	2/6/2019	Casino Withdrawal	cosmo atm withdrawal	287.99
Check	#####	Casino Withdrawal	cosmo atm withdrawal	307.99
Check	#####	Casino Withdrawal	silverton atm withdrawal	304.25
Check	3/7/2019	Casino Withdrawal	silverton atm withdrawal	304.25
Check	3/8/2019	Casino Withdrawal	cosmo casino atm	307.99
Check	#####	Casino Withdrawal	silverton casino	304.25
Check	#####	Casino Withdrawal	silverton casino cage	526.00
Total Cash Casino				-
Cash Bar				5,150.90

Check	1/2/2019	Atm Withdrawal	pts pub	300.00	
Check	1/7/2019	Atm Bank Fee	fee	4.00	
Check	1/7/2019	Atm Withdrawal	pts pub	300.00	
Check	#####	Atm Withdrawal	pts pub	300.00	
Check	#####	Atm Withdrawal	pts atm withdrawal	300.00	
Check	2/3/2019	Atm Withdrawal	pts atm withdrawal	300.00	
Check	#####	Atm Withdrawal	pts atm withdrawal	300.00	
Check	#####	Atm Withdrawal	pts atm withdrawal	300.00	
Check	#####	Atm Withdrawal	pts atm withdrawal	300.00	
Total Cash Bar				2,404.00	-
Cash Bank					
Check	#####	Atm Withdrawal		300.00	
Total Cash Bank				300.00	-
Cash Dispensary					
Total Cash Dispensary					
Total Due from Stockholders				7,854.90	-
Total Other Current Assets				7,854.90	-
Total Current Assets				50,179.60	43,043.97
Fixed Assets					
Office Equipment					
Total Office Equipment					
Total Fixed Assets					
TOTAL ASSETS				50,179.60	43,043.97
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Other Current Liabilities					
Accounts Payable					
Total Accounts Payable					
Related Entities					
E. Hentschl					
Check	1/4/2019	transfer	transfer to liz	130.00	
Check	#####	transfer	transfer to liz	375.00	
Check	#####	transfer	transfer to liz	304.00	
Total E. Hentschl				809.00	-
J. Hentschl					

Check	#####	transfer	transfer to joel	150.00	
Check	#####	transfer	transfer to john new savings	200.00	
Total J. Hentschl				350.00	-
Actionrad Solutions, Inc.					
Check	1/8/2019	actionrad solutions	Deposit	300.00	
Check	#####	transfer	transfer to actionrad	1,500.00	
Check	#####	actionrad solutions	transfer to actionrad	300.00	
Check	#####	actionrad solutions	transfer to actionrad	300.00	
Check	#####	actionrad solutions	Deposit	300.00	
Check	#####	actionrad solutions	transfer to actionrad	1,000.00	
Check	#####	actionrad solutions	transfer to actionrad	388.00	
Check	#####	actionrad solutions	transfer to actionrad	300.00	
Check	2/4/2019	actionrad solutions	transfer to actionrad	350.00	
Deposit	2/5/2019	actionrad solutions	transfer from actionrad - cover overdrafts		310.00
Deposit	#####	actionrad solutions	transfer from actionrad		20.00
Deposit	#####	actionrad solutions	transfer from actionrad		330.00
Check	#####	actionrad solutions	transfer to actionrad	350.00	
Check	#####	actionrad solutions	transfer to actionrad	90.00	
Check	#####	actionrad solutions	transfer to actionrad	30.00	
Check	3/7/2019	actionrad solutions	transfer to actionrad	300.00	
Check	#####	actionrad solutions	transfer to actionrad	100.00	
Check	#####	actionrad solutions	transfer to actionrad	35.00	
Check	#####	actionrad solutions	transfer to actionrad	210.00	
Check	#####	actionrad solutions	transfer to actionrad	1,500.00	
Check	#####	actionrad solutions	transfer to actionrad	7,353.00	660.00
Total Actionrad Solutions, Inc.					6,693.00
Christie's Personal Checking					
Check	1/2/2019	christie checking	christie 7685	500.00	
Check	1/7/2019	christie checking	christie 7685	300.00	
Check	1/7/2019	christie checking	christie 7685	500.00	
Check	#####	transfer	christie checking	1,000.00	
Check	#####	christie checking	christie 7685	1,000.00	
Check	#####	christie checking	christie 7685	1,100.00	
Check	#####	christie checking	christie 7685	500.00	
Check	#####	christie checking	christie 7685	400.00	
Check	#####	christie checking	christie 7685	1,000.00	
Check	#####	christie checking	christie 7685	1,000.00	

Check	#####	christie checking	christie 7685	400.00
Check	#####	christie checking	christie 7685	600.00
Check	2/4/2019	christie checking	christie 7685	900.00
Check	#####	christie checking	christie 7685	500.00
Check	3/7/2019	christie checking	christie 7685	500.00
Check	3/7/2019	christie checking	christie 7685	11.00
Check	#####	christie checking	christie 7685	400.00
Check	#####	christie checking	christie 7685	300.00
Check	#####	christie checking	christie 7685	200.00
Deposit	#####	christie checking	Deposit	80.00
Check	#####	christie checking	christie 7685	500.00
Check	#####	christie checking	christie 7685	600.00
Check	#####	christie checking	christie 7685	500.00
Total Christie's Personal Checking				12,711.00
Joint Checking				
Total Joint Checking				
Joint Savings				
Total Joint Savings				
Household Expenses				
Check	1/3/2019	locksmith		65.00
Check	#####	food	post mates	5.31
Check	#####	household	household - sams club	52.90
Check	#####	household	household- walmart	162.09
Check	#####	household	household- sams club	258.16
Check	3/4/2019	gas	gas - chevron	53.19
Check	#####	entertainment	movie	27.02
Check	#####	entertainment	movie	32.98
Check	#####	nv energy	electric	280.73
Total Household Expenses				-
Personal Restaurant				
Check	1/3/2019	thai restaurant	dinner	274.16
Check	1/4/2019	fast food	pizza	25.67
Check	1/4/2019	fast food	post mates	2.59
Check	1/7/2019	fast food	food	27.17
Check	1/7/2019	fast food	food	37.62
Check	1/7/2019	fast food	food	27.89

Check	1/9/2019	food	johnny rockets	7.00
Check	#####	food	postmates	53.10
Check	#####	food	papa johns	25.03
Check	#####	fast food	post mates	23.56
Check	#####	fast food	mc donalds	13.38
Check	#####	food	golden corral	38.26
Check	#####	food	pizza hut	19.62
Check	3/4/2019	food	postmates	73.65
Check	3/8/2019	food	wine club	143.00
Check	#####	fast food	postmates	72.53
Check	#####	fast food	postmates	3.46
Check	#####	food	applebees	72.88
Check	#####	fast food	postmates	34.61
Check	#####	fast food	postmates	25.38
Check	#####	fast food	postmates	3.81
Check	#####	food	pizza	44.70
Check	#####	fast food	postmates	82.81
Check	#####	fast food	postmates	8.28
Check	#####	fast food	postmates	12.92
Check	#####	fast food	postmates	129.18
Check	#####	fast food	postmates	55.00
Check	#####			1,337.26
Total Personal Restaurant				
Personal expenses				
Check	#####	personal	tampa tactical -sporting goods	41.95
Check	#####	sin in the city	bdsm convention	185.15
Check	#####	alexis park - sin in the city	hotel for sin in the city - bdsm convention	146.26
Deposit	#####	overdraft protection de	posit	25.00
Deposit	#####		sin in the city - refund	185.19
Deposit	#####		refund for alexis park after getting told to not go to sin	146.26
Check	#####	personal	carnival cruise deposit - lv crossover	100.00
Check	#####	sin in the city	bdsm convention	159.57
Check	#####	steinberg	legal - steinberg	300.00
Check	3/7/2019	lyft	lyft	14.00
Check	#####	lyft	lyft	14.00
Total Personal expenses				960.93
Total Related Entities				26,308.57
				356.45
				1,096.45

Total Other Current Liabilities
Total Current Liabilities
Total Liabilities
Equity
Retained Earnings (QB)
Total Retained Earnings (QB)
Net Income
Total Net Income
Total Equity
TOTAL LIABILITIES & EQUITY

26,308.57 1,096.45
26,308.57 1,096.45
26,308.57 1,096.45

8,805.50 41,153.25
8,805.50 41,153.25
35,114.07 42,249.70

actionrad solutions

Balance Sheet Detail - 01/01-03/31/19

Type	Date	Num	Name	Memo	Debit	Credit
ASSETS						
Current Assets						
Checking/Savings						
Checking - Wells Fargo 1401						
Check	1/2/2019		Direct Pay	doctor payment		10.00
Check	1/2/2019		Transfer from Joint Savings	transfer to savings		10.00
Check	1/8/2019		Casino Withdrawal	silverton atm		304.25
Check	1/8/2019		Atm Bank Fee	silverton atm fee		2.50
Deposit	1/8/2019		Medical Systems Group	Deposit	300.00	
Check	1/9/2019		Direct Pay	doctor payment		3.00
Check	1/9/2019		Direct Pay	doctor payment		10.00
Check	1/14/2019		Atm Withdrawal	bank withdrawal		300.00
Check	1/14/2019		Christie Checking	transfer to christie		1,500.00
Deposit	1/14/2019		Medical Systems Group	Deposit	1,500.00	
Deposit	1/14/2019		Christie Checking	Deposit	600.00	
Check	1/15/2019		Transfer to ActionRad Savings			25.00
Check	1/22/2019		Casino Withdrawal	cosmo atm		307.99
Check	1/22/2019		Atm Bank Fee	cosmo atm fee		2.50
Check	1/23/2019		Overdraft Fee	overdraft		12.50
Deposit	1/23/2019		Medical Systems Group	Deposit	25.00	
Deposit	1/24/2019		Christie Checking	Deposit	20.00	
Deposit	1/24/2019		Medical Systems Group	Deposit	300.00	
Check	1/24/2019		Formwill			39.95
Check	1/28/2019		Atm Bank Fee			2.50
Check	1/28/2019		Phone.com	Phone.com		158.06
Check	1/28/2019		Casino Withdrawal	cosmo atm		307.99
Check	1/28/2019		Atm Bank Fee	cosmo atm fee		2.50
Deposit	1/28/2019		Medical Systems Group	Deposit	300.00	

Check	1/28/2019	Atm Bank Fee	pts atm fee	4.00
Check	1/28/2019	Atm Withdrawal	pts atm withdrawal	300.00
Check	1/29/2019	Casino Withdrawal	cosmo casino cage	524.95
Check	1/29/2019	Casino Withdrawal	cosmo casino cage	1,044.95
Deposit	1/29/2019	Medical Systems Group	Deposit	300.00
Deposit	1/29/2019	Medical Systems Group	Deposit	1,000.00
Deposit	1/29/2019	Medical Systems Group	Deposit	388.00
Deposit	1/29/2019	Medical Systems Group	Deposit	60.00
Deposit	2/4/2019	Medical Systems Group	Deposit	350.00
Check	2/4/2019	Atm Bank Fee		2.50
Check	2/4/2019	Atm Bank Fee	silvertown	2.50
Check	2/4/2019	Casino Withdrawal	silvertown	304.25
Deposit	2/4/2019	Deposit	Deposit	1,000.00
Check	2/4/2019	Atm Bank Fee	pts atm fee	4.00
Check	2/4/2019	Atm Withdrawal	pts atm withdrawal	300.00
Deposit	2/5/2019	Deposit	Deposit	1,700.00
Check	2/5/2019	Medical Systems Group	transfer to pccg	310.00
Check	2/5/2019	Christie Checking	transfer to christie	200.00
Check	2/6/2019	Casino Withdrawal	cosmo atm withdrawal	307.99
Check	2/6/2019	Atm Bank Fee	atm fee cosmo	2.50
Check	2/8/2019	Direct Pay	doctor payment	3.00
Check	2/8/2019	Direct Pay	doctor payment	10.00
Check	2/11/2019	Atm Bank Fee	pts atm fee	4.00
Check	2/11/2019	Atm Withdrawal	pts atm withdrawal	300.00
Check	2/11/2019	Atm Bank Fee	atm fee	2.50
Check	2/12/2019	Home Depot		73.87
Check	2/12/2019	Atm Withdrawal	atm at bank	300.00
Check	2/13/2019	Food	albertsons	268.31
Deposit	2/13/2019	Atm Bank Fee	Deposit	2.50
Check	2/15/2019	Transfer to ActionRad Savings		25.00
Deposit	2/15/2019	Deposit	Deposit	3,000.00
Check	2/15/2019	Household	target	247.03

Check	2/19/2019	Medical Systems Group	transfer to pccg	330.00
Check	2/19/2019	entertainment	venetian purchase	100.00
Check	2/19/2019	entertainment	venetian purchase	340.14
Check	2/19/2019	entertainment	venetian purchase	200.00
Check	2/19/2019	Christie Checking	transfer to christie	100.00
Check	2/19/2019	Household	albertsons	69.68
Check	2/19/2019	Medical Systems Group	transfer to pccg	20.00
Check	2/19/2019	Atm Bank Fee	atm fee	2.50
Check	2/19/2019	Atm Withdrawal	atm at bank	200.00
Check	2/19/2019	Casino Withdrawal	cosmo atm withdrawal	307.99
Check	2/19/2019	Atm Bank Fee	atm fee cosmo	2.50
Check	2/19/2019	Food	mc donalds	6.70
Check	2/19/2019	nv engergy	nv engergy	130.66
Check	2/19/2019	Christie Checking	transfer to christie	900.00
Check	2/19/2019	Atm Withdrawal	pts pub	300.00
Check	2/19/2019	Atm Bank Fee	atm fee pts pub	4.00
Check	2/20/2019	entertainment	venetian purchase	109.79
Check	2/20/2019	Home Depot	home depot	89.59
Check	2/21/2019	Household	walgreens	91.84
Check	2/22/2019	gas	gas at chevron	55.61
Check	2/22/2019	Atm Bank Fee		2.50
Deposit	2/22/2019	Medical Systems Group	Deposit	300.00
Check	2/22/2019	Atm Bank Fee	pts atm fee	4.00
Check	2/22/2019	Atm Withdrawal	pts pub	200.00
Check	2/25/2019	Formwill	formsswift.com	39.95
Check	2/25/2019	Food	mc donalds	3.24
Check	2/26/2019	Phone.com	PHone.com	179.11
Deposit	2/26/2019	Medical Systems Group	Deposit	30.00
Deposit	2/26/2019	Medical Systems Group	Deposit	90.00
Deposit	2/27/2019	Transfer to ActionRad Savings	Deposit	25.00
Check	2/27/2019	Atm Bank Fee	atm fee	2.50
Check	2/27/2019	Overdraft Fee	overdraft	35.00

Check	2/27/2019	Atm Withdrawal	pts pub	300.00	
Check	2/27/2019	Atm Bank Fee	atm fee pts	4.00	
Deposit	2/28/2019	Medical Systems Group	Deposit	350.00	
Deposit	3/7/2019	Medical Systems Group	Deposit	300.00	
Check	3/7/2019	Casino Withdrawal	silverton atm withdrawal	304.25	
Check	3/7/2019	Atm Bank Fee	atm fee silverton	2.50	
Check	3/8/2019	Direct Pay	direct pay	10.00	
Deposit	3/11/2019	Medical Systems Group	Deposit	100.00	
Check	3/11/2019	yes we vibe		27.85	
Check	3/13/2019	Atm Bank Fee	atm silverton fee	2.50	
Check	3/14/2019	Overdraft Fee	overdraft - silverton	35.00	
Deposit	3/14/2019	Medical Systems Group	Deposit	35.00	
Deposit	3/14/2019	Medical Systems Group	Deposit	210.00	
Check	3/25/2019	Casino Withdrawal	cosmo atm withdrawal	307.99	
Check	3/25/2019	Atm Bank Fee	atm fee cosmo	2.50	
Check	3/25/2019	Formwill	formswift.com	39.95	
Deposit	3/25/2019	Deposit	Deposit- marked as transfer	1,000.00	
Check	3/27/2019	Phone.com	PHone.com	200.43	
Deposit	3/28/2019	Medical Systems Group	Deposit	1,500.00	
Check	3/28/2019	Direct Pay	doctor payment	2,000.00	
Total Checking - Wells Fargo 1401				14,785.50	181.14
Savings - Wells Fargo 9517					
Check	1/15/2019	Transfer to ActionRad Savings		25.00	
Check	2/15/2019	Transfer to ActionRad Savings		25.00	
Total Savings - Wells Fargo 9517				50.00	-
Total Checking/Savings				14,835.50	231.14
Other Current Assets					
Due from Stockholders					
Cash Casino					
Check	1/8/2019	Casino Withdrawal	silverton atm	304.25	
Check	1/22/2019	Casino Withdrawal	cosmo atm	307.99	
Check	1/28/2019	Casino Withdrawal	cosmo atm	307.99	

Check	1/29/2019	Casino Withdrawal	cosmo casino cage	524.95	
Check	1/29/2019	Casino Withdrawal	cosmo casino cage	1,044.95	
Check	2/4/2019	Casino Withdrawal	silvertown	304.25	
Check	2/6/2019	Casino Withdrawal	cosmo atm withdrawal	307.99	
Check	2/19/2019	Casino Withdrawal	cosmo atm withdrawal	307.99	
Check	3/7/2019	Casino Withdrawal	silvertown atm withdrawal	304.25	
Check	3/25/2019	Casino Withdrawal	cosmo atm withdrawal	307.99	
Total Cash Casino				4,022.60	-
Cash Bar					
Check	1/28/2019	Atm Withdrawal	pts atm withdrawal	300.00	
Check	2/4/2019	Atm Withdrawal	pts atm withdrawal	300.00	
Check	2/11/2019	Atm Withdrawal	pts atm withdrawal	300.00	
Check	2/22/2019	Atm Withdrawal	pts pub	200.00	
Check	2/27/2019	Atm Withdrawal	pts pub	300.00	
Total Cash Bar				1,400.00	-
Cash Bank					
Check	1/14/2019	Atm Withdrawal	bank withdrawal	300.00	
Check	2/12/2019	Atm Withdrawal	atm at bank	300.00	
Check	2/19/2019	Atm Withdrawal	atm at bank	200.00	
Check	2/19/2019	Atm Withdrawal	pts pub	300.00	
Total Cash Bank				1,100.00	-
Cash Restaurant					
Total Cash Restaurant					
Cash Dispensary					
Total Cash Dispensary					
Total Due from Stockholders				6,522.60	-
Total Other Current Assets				6,522.60	-
Total Current Assets				21,358.10	14,604.36
TOTAL ASSETS				21,358.10	14,604.36
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					

Other Current Liabilities

Related Entities

E. Hentschl

Total E. Hentschl

J. Hentschl

Total J. Hentschl

Atomic Radiology

Deposit 2/22/2019

Deposit

200.00

Medical Systems Group

Deposit	1/8/2019	Medical Systems Group	Deposit	300.00
Deposit	1/14/2019	Medical Systems Group	Deposit	1,500.00
Deposit	1/24/2019	Medical Systems Group	Deposit	300.00
Deposit	1/28/2019	Medical Systems Group	Deposit	300.00
Deposit	1/29/2019	Medical Systems Group	Deposit	300.00
Deposit	1/29/2019	Medical Systems Group	Deposit	1,000.00
Deposit	1/29/2019	Medical Systems Group	Deposit	388.00
Deposit	2/4/2019	Medical Systems Group	Deposit	350.00
Deposit	2/5/2019	Medical Systems Group	transfer to pccg	
Deposit	2/19/2019	Medical Systems Group	transfer to pccg	330.00
Check	2/19/2019	Medical Systems Group	transfer to pccg	20.00
Check	2/22/2019	Medical Systems Group	Deposit	300.00
Check	2/26/2019	Medical Systems Group	Deposit	30.00
Deposit	2/26/2019	Medical Systems Group	Deposit	90.00
Deposit	2/28/2019	Medical Systems Group	Deposit	350.00
Deposit	3/7/2019	Medical Systems Group	Deposit	300.00
Deposit	3/11/2019	Medical Systems Group	Deposit	100.00
Deposit	3/14/2019	Medical Systems Group	Deposit	35.00
Deposit	3/14/2019	Medical Systems Group	Deposit	210.00
Deposit	3/28/2019	Medical Systems Group	Deposit	1,500.00
Deposit				660.00
Deposit				7,353.00

Total Medical System: 1/14/2019

Christie Checking

transfer to christie

1,500.00

Christie's Personal Ch	1/14/2019	Christie Checking	Deposit	600.00
Check	1/24/2019	Christie Checking	Deposit	20.00
Deposit	2/5/2019	Christie Checking	transfer to christie	200.00
Deposit	2/19/2019	Christie Checking	transfer to christie	100.00
Check	2/19/2019	Christie Checking	transfer to christie	900.00
Check				2,700.00
Check				620.00
Total Christie's Persor	1/2/2019	Transfer from Joint Savings	transfer to savings	10.00
Joint Checking				10.00
Check				-
Total Joint Checking	2/27/2019	Transfer to ActionRad Savings	Deposit	25.00
Joint Savings				25.00
Deposit				-
Total Joint Savings	2/13/2019	Food	albertsons	268.31
Household Expenses	2/19/2019	Food	mc donalds	6.70
Check	2/20/2019	Home Depot	home depot	89.59
Check	2/22/2019	gas	gas at chevron	55.61
Check	2/25/2019	Food	mc donalds	3.24
Check	3/11/2019	yes we vibe	clothing	27.85
Check				451.30
Check				-
Total Household Expenses				3,821.30
Total Related Entities				8,083.00
Total Other Current Liabilities				3,821.30
Total Current Liabilities				8,083.00
Total Liabilities				3,821.30
Equity	2/12/2019	Home Depot		73.87
Distributions	2/15/2019	Household	target	247.03
Check	2/19/2019	entertainment	venetian purchase	100.00
Check	2/19/2019	entertainment	venetian purchase	340.14
Check	2/19/2019	entertainment	venetian purchase	200.00
Check	2/19/2019	Household	albertsons	69.68

Check	2/20/2019	entertainment	venetian purchase	109.79	
Check	2/21/2019	Household	walgreens	91.84	
Check				1,232.35	-
Check					
Total Distributions					
Retained Earnings					
Total Retained Earnings					
Retained Earnings (QB)					
Total Retained Earnings (QB)				2,978.11	6,702.50
Net Income				4,210.46	6,702.50
Total Net Income				8,031.76	14,785.50
Total Equity					
TOTAL LIABILITIES & EQUITY					

atomic radiology

Balance Sheet Detail - 01/01-03/31/19

Type	Date	Num	Name	Memo	Debit	Credit
ASSETS						
Current Assets						
Checking/Savings						
Atomic Radiology Checking						
Check	1/2/2019					35.00
Check	1/2/2019		overdraft fee	POSTED ON 12/31 \$15.99 RECURRING PAYMENT AUTHORIZED ON 12/27 STAMPS.COM 855-608-		35.00
Deposit	1/8/2019			5209568697 December 2018 Invoice	1,640.00	
Check	1/8/2019			Branch/Store 01/08/2019 9:38 AM 4425 W RUSSELL RD LAS VEGAS NV 7853	1,100.00	
Check	1/8/2019		cash withdrawal	cash withdrawal at bank	1,000.00	
Deposit	1/8/2019		ra diagnostics	Deposit	1,640.00	
Check	1/9/2019					3.00
Check	1/9/2019		direct pay		10.00	
Check	1/9/2019		direct pay		3.00	
Check	1/9/2019				10.00	
Deposit	1/22/2019			:619220936134	770.00	
Deposit	1/22/2019		deposit - mobile	Deposit	770.00	
Check	1/23/2019		regus	PURCHASE 01/22 972-340-2021 TX CARD 7853		139.00
Check	1/23/2019			office		139.00
Check	1/25/2019			RECURRING PAYMENT 01/24 800-4633339 TN CARD 7853		22.33
Check	1/28/2019			01/27 3835 W MARTIN AVE LAS VEGAS NV NVZFIA01 7853		304.00
Check	1/28/2019			FEE		2.50
Check	1/28/2019		atm fee	atm fee		2.50
Check	1/28/2019		fed ex	shipping		22.33
Check	1/28/2019		atm fee	pts atm fee		4.00
Check	1/28/2019		cash withdrawal	pts atm withdrawal		300.00
Check	1/29/2019			RECURRING PAYMENT 01/27 855-608-2677 CA CARD 7853		15.99
Check	1/29/2019			01/29 3708 LAS VEGAS BLVD. SO LAS VEGAS NV NVTX011 7853		307.99
Check	1/29/2019			FEE		2.50
Check	1/29/2019		stamps.com	stamps.com		15.99
Check	1/29/2019		casino withdrawal	cosmo atm		307.99
Check	1/29/2019		atm fee	cosmo atm fee		2.50
Deposit	2/4/2019			5211229442 December 2017 Invoice Pinnacle	675.00	
Check	2/4/2019			PURCHASE 02/02 402-935-7733 CA CARD 7853		72.33
Check	2/4/2019			PURCHASE 02/02 402-935-7733 CA CARD 7853		20.88
Check	2/4/2019			02/02 3333 BLUE DIAMOND RD LAS VEGAS NV NVSHCX03 7853		304.25
Check	2/4/2019			FEE		2.50
Check	2/4/2019		cash withdrawal	silverton atm		304.25
Check	2/4/2019		atm fee	silverton atm fee		2.50
Check	2/4/2019		facebook payment to unknown	facebook payment		72.33
Check	2/4/2019		facebook payment to unknown	facebook payment		20.88
Check	2/4/2019		ra diagnostics	Deposit	675.00	
Deposit	2/4/2019			5211343463 January 2019 Invoice balance	330.00	
Deposit	2/5/2019			5211343281 January 2019 Invoice	2,100.00	
Deposit	2/5/2019			Branch/Store 02/05/2019 9:04 AM 4425 W RUSSELL RD LAS VEGAS NV 7853		2,500.00

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Check	3/5/2019			POSTED ON 03/04 \$27.78 PURCHASE AUTHORIZED ON 03/01 PAYPAL *TRUTHFINDE 402-935-	35.00
Check	3/5/2019			POSTED ON 03/04 \$72.68 PURCHASE AUTHORIZED ON 03/02 PAYPAL *GODADDY.CO 402-935-	35.00
Check	3/5/2019			PURCHASE 03/04 972-340-2021 TX CARD 7853	139.00
Check	3/5/2019	overdraft fee		fee from truthfinder	35.00
Check	3/5/2019	overdraft fee		fee from go daddy	35.00
Check	3/5/2019	regus		office space	139.00
Check	3/6/2019			POSTED ON 03/05 \$139.00 PURCHASE AUTHORIZED ON 03/04 RMG*REGUS 972-340-	35.00
Deposit	3/6/2019	overdraft fee		PURCHASE RETURN 03/05 4029357733 CA CARD 7853	27.78
Check	3/6/2019	truthfinder		fee from regus	35.00
Check	3/8/2019			Deposit	27.78
Check	3/8/2019	lyft		PURCHASE 03/07 402-935-7733 CA CARD 7853	10.00
Check	3/8/2019	direct pay		lyft	16.00
Check	3/8/2019	overdraft fee		lyft - marked as transfer	16.00
Deposit	3/11/2019	ra diagnostics		Deposit	10.00
Check	3/13/2019	cash withdrawal		silverton atm withdrawal	16.00
Check	3/13/2019	atm fee		atm fee from silverton	10.00
Check	3/14/2019	lv chamber of commerce		chamber of commerce membership	35.00
Check	3/14/2019	gas		chevron gas	1,520.00
Check	3/15/2019	overdraft fee		overdraft from gas purchase	304.25
Check	3/15/2019	dropbox recurring		dropbox	2.50
Check	3/19/2019	pts gold		presumably food	650.00
Check	3/19/2019	overdraft fee		overdraft fee	58.61
Check	3/19/2019	paypal-unknown		unknown paypal - assuming business	35.00
Check	3/20/2019	overdraft fee		overdraft fee on food	47.98
Check	3/25/2019	regus		office space	35.00
Check	3/26/2019	overdraft fee		overdraft regus	139.00
Deposit	3/28/2019	ra diagnostics		Deposit	35.00
Check	3/29/2019	godaddy		hosting	22.87
Check	3/29/2019	stamps.com		shipping	15.99
Deposit	3/29/2019	deposit - mobile		Deposit	
Total Atomic Radiology Checking					610.00
Total Checking/Savings					920.00
Total Current Assets					26,044.08
TOTAL ASSETS					24,565.50
LIABILITIES & EQUITY					26,044.08
Liabilities					24,565.50
Current Liabilities					26,044.08
Other Current Liabilities					24,565.50
Related Entities					26,044.08
actionrad solutions					24,565.50
Deposit	2/22/2019		ActionRad Solutions	Deposit	200.00
Total actionrad solutions					200.00
Atm Bank					
Check	1/8/2019	cash withdrawal		cash withdrawal at bank	1,000.00
Check	2/5/2019	cash withdrawal			2,500.00
Check	2/15/2019	cash withdrawal		bank withdrawal cash	4,000.00

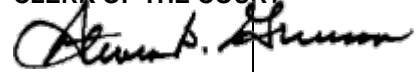
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Check	2/28/2019	cash withdrawal	cash withdrawal at bank	1,300.00	
Total Atm Bank				8,800.00	-
Atm Bar					
Check	1/28/2019	cash withdrawal	pts atm withdrawal	300.00	
Total Atm Bar				300.00	-
Atm Casino					
Check	1/28/2019		01/27 3835 W MARTIN AVE LAS VEGAS NV NVZFIA01 7853	304.00	
Check	1/29/2019		01/29 3708 LAS VEGAS BLVD. SO LAS VEGAS NV NVTX011 7853	307.99	
Check	1/29/2019	casino withdrawal	cosmo atm	307.99	
Check	2/4/2019		02/02 3333 BLUE DIAMOND RD LAS VEGAS NV NVSHCX03 7853	304.25	
Check	2/4/2019	cash withdrawal	silvertown atm	304.25	
Check	2/6/2019		02/06 3708 LAS VEGAS BLVD. SO LAS VEGAS NV NVTX004 7853	307.99	
Check	2/6/2019	casino withdrawal	cosmo atm withdrawal	307.99	
Check	2/19/2019		02/17 3708 LAS VEGAS BLVD. SO LAS VEGAS NV NVTX011 7853	307.99	
Check	2/19/2019	casino withdrawal	cosmo withdrawal	307.99	
Check	3/13/2019	cash withdrawal	silvertown atm withdrawal	304.25	
Total Atm Casino				3,064.69	-
Babysitting					
Check	2/4/2019		PURCHASE 02/02 402-935-7733 CA CARD 7853	72.33	
Check	2/4/2019		PURCHASE 02/02 402-935-7733 CA CARD 7853	20.88	
Total Babysitting				93.21	-
Cash Withdrawal					
Check	1/8/2019		Branch/Store 01/08/2019 9:38 AM 4425 W RUSSELL RD LAS VEGAS NV 7853	1,100.00	
Check	2/5/2019		Branch/Store 02/05/2019 9:04 AM 4425 W RUSSELL RD LAS VEGAS NV 7853	2,500.00	
Check	2/15/2019		MADE IN A BRANCH/STORE	4,000.00	
Check	2/28/2019		Branch/Store 02/28/2019 11:07 AM 4425 W RUSSELL RD LAS VEGAS NV 7853	1,300.00	
Total Cash Withdrawal				8,900.00	-
personal expense					
Check	2/4/2019	facebook payment to unknown	facebook payment	72.33	
Check	2/4/2019	facebook payment to unknown	facebook payment	20.88	
Check	3/4/2019	truthfinder	background check subscription	27.78	
Check	3/4/2019	lyft	lyft	5.00	
Check	3/4/2019	blue mountain	greeting cards	4.99	
Deposit	3/6/2019	truthfinder	Deposit		27.78
Check	3/8/2019	lyft	lyft	16.00	
Check	3/14/2019	gas	chevron gas	58.61	
Check	3/19/2019	pts gold	presumably food	44.00	
Total personal expense				249.59	27.78
Total Related Entities				21,407.49	227.78
Total Other Current Liabilities				21,407.49	227.78
Total Current Liabilities				21,407.49	227.78
Total Liabilities				21,407.49	227.78
Equity					
Retained Earnings					
Total Retained Earnings					
Net Income					
Total Net Income					
Total Equity				3,158.01	25,816.30
				3,158.01	25,816.30

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TOTAL LIABILITIES & EQUITY

24,565.50 26,044.08



SUPP

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Attorney for Plaintiff

Eighth Judicial District Court
Family Division
Clark County, Nevada

DAVID PATRICK STUCKE,	)	Case No.: D-18-580621-D
)	
Plaintiff,	)	Department: F
)	
vs.	)	Date of Hearing: April 17, 2019
	)	Time of Hearing: 11:00 a.m.
CHRISTIE LEEANN STUCKE,)	
)	
Defendant.)	

**SECOND SUPPLEMENT TO MOTION TO MODIFY CUSTODY;
FOR CHILD SUPPORT; PAYMENT OF MARITAL BILLS AND
EXPENSES; EXCLUSIVE POSSESSION OF THE MARITAL
RESIDENCE; SALE OF THE BIRKLAND PROPERTY;
ATTORNEY'S FEES AND FOR RELATED RELIEF**

NOW INTO COURT comes Plaintiff, DAVID PATRICK STUCKE,
by and through his attorney of record, VINCENT MAYO, ESQ., of THE
ABRAMS & MAYO LAW FIRM, and hereby submits his *Second
Supplement to Motion to Modify Custody; for Child Support; Payment
of Marital Bills and Expenses; Exclusive Possession of the Marital
Residence; Sale of the Birkland Property; Attorney's Fees and Related*

1 *Relief.* This Supplement is made and based upon the attached Points and
2 Authorities, the Exhibits in support, all papers and pleadings on file
3 herein, and any oral argument adduced at the hearing of this matter.

4 Dated: Monday, April 15, 2019.

5 Respectfully Submitted:

6 THE ABRAMS & MAYO LAW FIRM

7 /s/ Vincent Mayo, Esq.

8 Vincent Mayo, Esq.

9 Nevada State Bar: 8564

6252 South Rainbow Blvd., Suite 100

Las Vegas, Nevada 89118

Attorney for Plaintiff

10 **MEMORANDUM OF POINTS AND AUTHORITIES**

11 **I. PROCEDURAL NOTE**

12 At the March 27, 2019 hearing, the Court ordered that a copy of
13 Christie's bank statements be provided prior to the next hearing set for
14 April 10, 2019. David provided the Court on April 4th the bank
15 statements he had obtained from Wells Fargo through the last date of
16 production, which was mid-January 2019. However, as David did not
17 have the full January through March 2019 bank statements, it was on
18 Christie to provide these. David's counsel even stated this at the March
19 27th hearing. David provided a Supplement on April 8, 2019, responding
20 to Christie's unsupported accounting (without the corroborating bank
21

1 statements) in anticipation of the April 10th hearing. Christie then
2 provided the needed bank statements but only did so the evening before
3 the return hearing on April 10th. As a result, there was not sufficient time
4 to analyze same so the Court continued the hearing on the matter until
5 April 17th. Now having had an opportunity to review same, David
6 provides his Second Supplement.

7 **II. SUPPLEMENT**

8 **A. Christie's January through March 2019 Business** 9 **Bank Statements Confirms Christie is Not Being** 10 **Truthful Regarding Her Financial Situation**

11 David provided his initial analysis of Christie's "accounting" in his
12 April 8, 2019 Supplement prior to her finally providing the needed
13 business bank records. Now that Christie has, and except for a few
14 double entries David corrected, his analysis is essentially the same as the
15 one in his April 8th Supplement. The following points are of note related
16 to the business income and expenses for the three-month period
17 covering January 2019 through March 2019:¹

18 (1) Christie's gross income for the three businesses is \$58,103.51
19

20 ¹ The accounting is attached as a summary of the alleged three business accounts, to
21 wit: PCCG, ActionRad and Atomic Radiology, LLC. See **Exhibit 12**. David's
summary, which is supported by the P&Ls David has prepared for each business: (A)
lists all income from clients for each venture; (B) lists all legitimate business
expenses; (C) lists all personal expenses/transfers; and (D) lists the net income.

(technically, the gross income is \$64,803 but \$6,700 of that attributed to ActionRad consists of a transfer from PCCG);

(2) After business expenses, the net income from the businesses totals \$42,402.52. This comes out to \$14,134 per month, or \$169,610 per year;

(3) Christie had the following personal withdraws from the business accounts:

Personal Expenses

ATM Casino	4846.4	4022.6	1,528.48	10,397.48
ATM Bar	3924.25	1704.25	300.00	5,928.50
ATM Bank	2350	1100	8,800.00	12,250.00
Cash Dispensary	570.75			
Cash Withdrawal				-
Bank Service				
Charges	446.5	141.50	819.49	1,407.49
Household				
Expenses	937.38	466.29	-	1,403.67
Personal				
Restaurant	1336.26		-	1,336.26
Personal				
Expenses	604.52	221.81	468.16	1,294.49
Transfer to				
Christie Checking	16,220.00	1,880.00	-	18,100.00
Transfer to E				
Hentschl	809	-	-	809.00
Transfer to J				
Hentschl	350	-	-	<u>350.00</u>
Subtotal				
Personal	32,395.06	9,536.45	11,916.13	53,276.89

1 From this chart, the Court can see that in addition to Christie
2 transferring \$19,259 to her personal account and her adult children,
3 Christie spent \$16,325.98 at the casinos and at bars with gambling,
4 another \$12,250 in ATM withdraws (essentially going for the same
5 purpose) and another \$5,441.91 in general personal expenses. From this
6 information, it is clear Christie has been lying when she stated in her
7 FDF that she only earns \$4,100 per month.

8 **B. David Requires a Mirror Image of Christie's**
9 **Computer**

10 Christie ran PCCG, ActionRad and Atomic Radiology through her
11 own computer. David needs access to same to image the hard drive so
12 that he can confirm the extent and amounts of the businesses' income.
13 The Court should note Christie has not filed a return on the businesses
14 for years, meaning there is limited information as to the businesses, with
15 the best source of same being on Christie's computer.

16 **C. Spousal and Child Support**

17 With this information, it is clear Christie is not in need of spousal
18 support and in fact, David has a case for temporary spousal support.
19 Further, Christie owes David child support. David's paystub, attached as
20 Exhibit 2 shows David earns gross of \$8,333 per month.² The above

21 _____
² See David's paystub, attached as **Exhibit 13**.

1 analysis evidences Christie has net gross income from the businesses of
2 \$14,134 per month. Hence, under *Wright v. Osburn*, Christie owes
3 David child support of \$1,451 per month. This would be different if
4 David is awarded temporary primary custody, in which case Christie
5 would owe David \$2,130 per month.

6 However, and as demonstrated below, Christie has three adults
7 living in the residence, which Christie must be imputed rental income
8 from. There is no reason David or the community should support third
9 parties. Therefore, the court should impute rental income to Christie at
10 no less than \$800 per month each, totaling \$2,400 per month.³
11 Imputing this to Christie increases her monthly income to \$16,534 per
12 month and child support under *Wright v. Osburn* to David of \$2,050
13 per month. If David is awarded primary physical custody, Christie would
14 owe David child support of \$2,276 per month.

15 **D. Christie Blatantly Lied to the Court at the March 27th**
16 **Hearing**

17 Unfortunately, Christie's lies to this Court are not limited to her
18 income. The Court will recall David stated that Christie has at least three
19 adults living with her, one being Scott Pheasant (the man who was
20 convicted of beating two women and accused of hurting a child and who

21 ³ Which consists of costs related to the marital residence, including mortgage cost,
share of utilities, sewage, HOA, HOI, etc.

1 is poly); a woman called Brittany and man named Miguel (who are
2 heavily into a openly poly lifestyle (multiple lovers) and big into the
3 S&M, with Brittany taking photos of same for people out of the parties'
4 garage).

5 Christie stated in Court that neither Scott nor Miguel lives at the
6 marital residence, despite David providing a social media post from a
7 friend of the parties, Eleanor, stating Miguel has been living with
8 Christie for some time and Scott and Christie having a relationship
9 based on social media.

10 Well, David has audio from a poly event Christie attended with
11 Scott, Brittany and Miguel on March 14th – prior to the last hearing. In
12 the audio, Christie is speaking with Scott and states to Scott in front of
13 the group:

14 **“We [Christie and Scott] had Miguel and Brittany move**
15 **in and we are now all four in the house.”⁴**

16 Brittany then states in one of the audio clips that she thinks of
17 Christie and Scott, who are together, as “mom and dad.”⁵

18 Christie also denied to the Court that any sexual parties or multi-
19 lover events occur at the marital residence. However, Christie stated the

20 ⁴ See the audio file in which Christie speaks of Scott Pheasant, Miguel and Brittany
living with her in the marital residence, attached as **Exhibit 14**.

21 ⁵ See the audio file in which Brittany refers to Christie and Scott Pheasant as mom
and dad, attached as **Exhibit 15**.

1 following:

2 “My group is the poly group for people who love poly, but also like
3 Bondage, S&M, Kink, lifestyle, as well as crossing over to all
4 different lifestyles, and allow everything, from when we have
5 “Littles” nights when we do cartoons, sleepovers, furry nights, pet
6 play nights,...We are almost done now with a social space called
7 the “Dragon’s Liar” [i.e. the parties’ garage]. That’s the name of the
8 new venue.”⁶

9 Christie then goes on to state she was having an event where
10 people were coming over to spend the night, where people could get
11 together and hot tub naked and swim in the pool.⁷ Christie adds that she
12 offers “her place” to anyone who wants to host their own events there.⁸
13 Christie also admits to having multiple partners.⁹

14 Christie is essentially turning the parties’ home into a sex named
15 dungeon for sexual bondage and S&M courses, including for apparent
16 “sleep overs” and sexual activities for all kinks and sexual proclivities,
17 which includes orgy style activities. David is sick with the idea of people
18 having sex or bondage sessions in his house, much less the children’s
19 living areas or bedrooms. This is completely unacceptable and the Court
20 must stop this immediately or seriously jeopardize the children’s
21 wellness.

⁶ See the audio file in which Christie speaks of her “new venue,” attached as **Exhibit 16**.

⁷ See **Exhibit 16**.

⁸ See **Exhibit 16**.

⁹ See the audio file in which Christie speaks of multiple partners, attached as **Exhibit 17**.

1 On the issue of Scott Pheasant, David stated in his prior Motion
2 that he was very concerned regarding having a felon, convicted of battery
3 of multiple women, around or living with his small children. Then this
4 past Saturday, Christie posted on Facebook that she had the worst
5 birthday ever,¹⁰ which was preceded by Scott Pheasant's post that men
6 "with the biggest hearts have the worst tempers..."¹¹ David is concerned
7 Scott Pheasant is now abusing Christie.

8 In regard to Christie claiming David is harassing her and that she
9 is terrified of him, Christie tried calling David at 12:11 a.m. on April 13,
10 2019.¹² Christie then did so again just this morning (April 15th) at 2:10
11 a.m., 2:50 a.m., 2:51 a.m. and 2:58 a.m.¹³ David finally answered and
12 Christie just hung on the line, mumbling for just over five minutes.
13 David tried to find out what it was going on and Christie stated she just
14 wanted to talk. David asked her what she wanted. Christie eventually
15 stated she accidentally called David. David stated that was not true as his
16 phone showed Christie called David four times. Christie then ended the
17 call and hung up.

18 From such behavior, it is clear Christie is not in fear of David.
19 Instead, she actively tries to engage David and pursues conversations

20 ¹⁰ See the Facebook post by Christie, attached as **Exhibit 18**.

21 ¹¹ See the Facebook post by Scott Pheasant, attached as **Exhibit 19**.

¹² See David's phone missed call screen from April 13, 2019, attached as **Exhibit 20**.

¹³ See David's phone missed call screen from April 13, 2019, attached as **Exhibit 21**.

1 with him. Extended Orders for Protection are for actual cases where
2 someone faces real threats of harm from a person. David is not that
3 person, as is apparent from the fact Christie continuously seeks him out
4 and engages him in conversations regarding their divorce, finances, etc.,
5 not just the children.

6 Finally, there is the woman, Kim Renee, who Christie states helped
7 her prepare her accounting. Attached as **Exhibit 22** are Facebook posts
8 by Kim in which she attacks David, obviously biased towards Christie in
9 every way.

10 **III. CONCLUSION**

11 Based upon the foregoing, the Court should grant David's Motion
12 in its entirety and oppose the relief requested by Defendant.

13 Dated Monday, April 15, 2019.

14 Respectfully Submitted,

15 THE ABRAMS & MAYO LAW FIRM

16 /s/ Vincent Mayo, Esq.

17 Vincent Mayo, Esq.
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19 Las Vegas, Nevada 89118
Attorney for Plaintiff

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that the foregoing *SECOND SUPPLEMENT TO*
3 *MOTION TO MODIFY CUSTODY; FOR CHILD SUPPORT; PAYMENT*
4 *OF MARITAL BILLS AND EXPENSES; EXCLUSIVE POSSESSION OF*
5 *THE MARITAL RESIDENCE; SALE OF THE BIRKLAND PROPERTY;*
6 *ATTORNEY'S FEES AND FOR RELATED RELIEF* was filed
7 electronically with the Eighth Judicial District Court in the above-
8 entitled matter on Monday, April 15, 2019. Electronic service of the
9 foregoing document shall be made in accordance with the Master Service
10 List, pursuant to NEFCR 9, as follows:

11 Brian J. Steinberg, Esq.
12 Attorney for Defendant

13 /s/ Stephanie Stolz
 An Employee of The Abrams & Mayo Law Firm