

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

\* \* \* \* \*

TONY MATKULAK

Appellant,

vs.

KOURTNEY L. DAVIS

Respondent.

SC NO: 83173  
DC NO: EV20-0059  
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**APPELLANT'S  
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APPENDIX**

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5  
6 IN THE FAMILY DIVISION  
7 OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
8 IN AND FOR THE COUNTY OF WASHOE

9 \*\*\*

10 KOURTNEY L. DAVIS;  
11 Petitioner,  
12 vs.  
13 TONY MATKULAK;  
14 Respondent.

Case No.: FV20-00559  
Dept. No.: 12

15  
16 **PETITIONER'S TRIAL STATEMENT (WDCR 5)**

17 Petitioner, KOURTNEY L. DAVIS (hereinafter "Ms. Davis" or Petitioner"), by and through her  
18 undersigned counsel, Kevin P. Ryan, of the law firm of Bader & Ryan, Ltd., hereby submits to this  
19 honorable Court her Trial Statement consistent with WDCR 5.

20 **DATED** this 4<sup>th</sup> day of March, 2021.

21 **BADER & RYAN, LTD.**

22  
23 By: 

24 Kevin P. Ryan, Esq.  
25 232 Court Street  
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Attorneys for Petitioner

27 ...

28 ...

1 **INTRODUCTION:**

2       Petitioner is a financial bully. In the February 25, 2021, Order the Court opined, **“The Court**  
3 **is convinced Mr. Matkulak is using his superior wealth to unnecessarily increase the**  
4 **cost of the litigation as evidenced by the filing of the Motion to Supplement.”**

5 (Emphasis)

6       In the same order, the Court wrote, **“the Court is inclined to award Ms. Davis some**  
7 **amount of attorney’s [fees] and costs associated with this action but will hold this**  
8 **decision in abeyance pending the trial and the submission of the necessary affidavits.”**

9 (Emphasis)

10       Regarding the filing of Trial Statements, counsel for Ms. Davis did not believe that the expense of  
11 preparing same was justified, especially since there was no order requiring same. It was the position of  
12 Ms. Davis that following the failed settlement conference, before which both parties filed settlement  
13 statements, the Court had sufficient legal support and factual allegations to adjudicate the party positions,  
14 whereby Trial Statements were unnecessary. Ms. Davis’ position was conveyed to Mr. Matkulak’s counsel  
15 who summarily disagreed. Soon thereafter, and well before the deadline for filing, Mr. Matkulak filed his  
16 trial statement.

17       Upon review of Mr. Matkulak’s trial statement, it is abundantly clear why he wanted to file same;  
18 his legal position in this case has completely changed and he is attempting to distance himself from his  
19 prior legal position. As the Court is well aware, in his Settlement Statement filed November 6, 2020, it  
20 was Mr. Matkulak’s position that he should not be required to pay statutory child support, but instead he  
21 was entitled to a “downward deviation”. That is, the man who is worth \$8,000,000.00<sup>1</sup> wants an order  
22 whereby he pays less than the amount generated by statutory formula. Mr. Matkulak’s prior legal position  
23 was fully briefed in his Settlement Statement which is on file herein. In his previous Court filing, **Mr.**  
24 **Matkulak specifically argued that the Court should deviate downward by \$723. whereby his total**

25  
26  
27  
28       <sup>1</sup>As set forth in Respondent’s most recent Financial Disclosure Form, since the beginning of the  
litigation, his net worth increased from \$5,678,000. to \$7,904,853. An jump of **\$2,200,000.00**; not a bad  
return in such a short period of time.

1 **child support obligation would only be \$950. per month.**<sup>2</sup> Respondent's own Court filing, coupled with  
2 the position he championed during the failed settlement conference demonstrate that Mr. Matkulak was  
3 seeking to pay less than the amount that the statutory formula yields. As the Court will learn when reading  
4 Mr. Matkulak's trial Statement, he has now abandoned that legal position. Mr. Matkulak needed to file  
5 a Trial Statement so the Court and counsel would be aware of his eleventh hour flip flop.

6 A further review of Mr. Matkulak's Trial Statement evidences that he spent 2.5 pages regaling the  
7 Court and counsel with alleged settlement negotiations and interactions with attorneys that are not a part  
8 of the litigation, and whom did not file paperwork in this matter. Then Mr. Matkulak desperately reargues  
9 his position from his failed Motion For Leave to File Supplemental Opposition, whereby he asserts that  
10 he did not demand a "downward deviation in child support." The fact is, Mr. Matkulak did not participate  
11 in good faith at the settlement conference. It was absurd for him to waste everyone's time demanding that  
12 he pay less than the statutory amount. In its February 25, 2021, Order and regarding Mr. Matkulak's  
13 settlement statement, the Court wrote,

14 He asserts his settlement statement reflected he was and is prepared to pay statutory child support.  
15 **That is not the Court's reading of the settlement statement.** The final substantive sentence of  
16 the settlement conference statement is, "There is no basis for an upward deviation. There are very  
17 good reasons for a downward adjustment." With an entire section of the settlement conference  
18 statement dedicated to the position he should pay less than the statutory child support, it was  
unnecessary from Mr. Matkulak to seek leave to file a supplemental opposition to the Motion For  
Fees claiming the Reply contained a "representation of fact not raised in her Motion that Mr.  
Matkulak did not have an opportunity to address, and that is misleading." (Order, February 25,  
2021, p. 6)(Emphasis)

19 Despite the Court's recent findings and Order, in Mr. Matkulak's Trial Statement he has the  
20 boldness to write, "This entire litigation has been required and driven by Mother's insistence that there  
21 should be substantial upward adjustments to the presumptive child support, not by the false claim that it  
22 has been driven by Father's insistence upon a downward adjustment or Father's alleged bad faith."  
23 (Respondent's Trial Statement, March 2, 2021, p. 11)(Emphasis) The undisputed fact is, at the time of the  
24 Settlement Conference, Mr. Matkulak demanded a "downward deviation" and the case did not come close  
25 to settling as a result. Now, months down the road, and after Ms. Davis has attempted to address this ill-  
26 advised position, Mr. Matkulak has abandoned his prior legal position for purposes of trial. After almost  
27 1 year of litigation, Mr. Matkulak has decided that he is no longer seeking a downward adjustment in child  
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<sup>2</sup>See Respondent's Settlement Conference Statement at p. 5.

1 support. This fact is additional evidence of the time and fees wasted as a result of Mr. Matkulak's conduct.

2 **A. STATEMENT OF CLAIMED FACTS:**

3 1. The parties were never married, however Petitioner and Respondent, TONY MATKULAK  
4 (hereinafter "Mr. Matkulak" or "Respondent") are the natural parents of BENNETT DAVIS MATKULAK,  
5 whose date of birth is date of birth is May 3, 2018 ("Bennett"). Since May 2018, and presently, Petitioner,  
6 Respondent and Bennett have resided in the State of Nevada.

7 2. The Verified Petition to Establish Custody, Visitation and Child Support ("Petition") was  
8 filed on April 29, 2020.

9 3. Both parties have filed more than one FDF. Petitioner was able to find full time work  
10 during the course of the litigation and promptly updated her FDF. Petitioner's most recent FDF was filed  
11 on January 6, 2021.

12 4. Pursuant to stipulation, the parties exercise joint legal and joint physical custody of  
13 Bennett. In addition, Respondent has been paying Ms. Davis child support. The current amount of child  
14 support paid by Respondent was based upon his alleged earnings that had not yet been calculated by either  
15 side's expert, as well as Ms. Davis' original income, before she obtained a second job. It is only in the last  
16 7 days that the parties' experts tentatively agreed to Mr. Matkulak's average annual income.<sup>3</sup> The  
17 suggestion that Mr. Matkulak, after seeking a downward deviation, was paying excess child support out  
18 of the goodness of his heart is woefully wrong.

19 5. Presently Mr. Matkulak and Ms. Davis provide health insurance coverage for Bennett.

20 6. Additionally, pursuant to Order, the parties communicate via Our Family Wizard ("OFW").

21 **B. STATEMENT OF ADMITTED OR UNDISPUTED FACTS:**

22 1. Petitioner is the natural mother of Bennett.

23 2. Respondent is the natural father of Bennett.

24 3. The parties are residents of the State of Nevada, and Nevada is Bennett's home state and  
25 habitual place of residence.

26 4. The Court has jurisdiction over the subject matter and the parties.

27  
28 <sup>3</sup>As noted in Ms. Salazar's report, despite her efforts, she was not able to speak with anyone at Mr. Matkulak's office who could answer questions about his compensation.

1 **C. STATEMENT OF ISSUES OF LAW:<sup>4</sup>**

2 **1. Mr. Matkulak Should be required to Pay the Entirety of Bennett's Daycare Expense.**

3 NAC 425.130 provides, "The court must consider the reasonable costs of child care paid by either  
4 or both parties and make an equitable division thereof."

5 Presently, the parties are equally paying for Bennett's childcare. Because both parties work full  
6 time, Bennett goes to daycare every week. This is a substantial expense for Ms. Davis, a "nuisance  
7 expense" for Mr. Matkulak. Ms. Davis pays \$468. per month for Bennett's daycare. As the Court is  
8 aware, for Ms. Davis to earn her \$60,000. annual income, she works 2 jobs. Mr. Matkulak earns an  
9 average salary of \$458,879., working one job. Mr. Matkulak's income is almost 8 times the amount earned  
10 by Ms. Davis. In addition, and according to his most recent Financial Disclosure Form, Mr. Matkulak's  
11 net worth has increased more than \$2,000,000.00 since the onset of the case; he is now worth almost  
12 \$8,000,000.00 It is both fair and equitable that Mr. Matkulak shoulder 100% of the cost of Bennett's  
13 daycare. In addition, Bennett should continue to attend the same institution, Child Garden, he is currently  
14 attending.

15 **2. Health Insurance:**

16 Ms. Davis should cover Bennett's health insurance. She currently qualifies for health, dental and  
17 vision insurance for herself and Bennett through her employer, Credova. There is no cost to her for  
18 Bennett's insurance coverage. To the extent that Bennett's health insurance is an out-of-pocket cost for  
19 Mr. Matkulak, Ms. Davis believes it is in Bennett's best interest to be on her insurance, at no cost.  
20 Bennett has been covered by Ms. Davis' insurance since 10/1/2020, medical, dental and vision.

21 To the extent there are un-reimbursed expenses for health care, dental and vision, including co-  
22 pays, the Court should order that the **30/30 rule** be followed and adopt the following language:

23 Except in cases of emergency, the parties shall give each other reasonable notice of known, future  
24 health care expenses for the children. Upon receipt of an invoice, EOB and/or other documentation  
25 for an uncovered medical expense, the parties shall exchange same with one another within 30 days  
of receipt, and thereafter, reimbursement shall occur within 30 days. Any elective medical

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26 **<sup>4</sup>Legal and Physical Custody:**

27 The parties should continue to exercise joint legal and joint physical custody of Bennett on the 2-2-  
28 3 custodial schedule currently in place. No modifications are necessary, no modifications are in Bennett's  
best interest.

1 treatment for the children must be agreed upon in advance, or the expense will be born solely by  
2 the parent who incurs the expense without agreement.

3 **3. Child Support:**

4 At the time the case was filed Ms. Davis earned her living as a private softball coach. She earned  
5 approximately \$35,000. annually doing this job. This was her occupation before and during her  
6 relationship with Mr. Matkulak. Naturally, to go along with his other incorrect theory that he was entitled  
7 to a “downward deviation”, originally Mr. Matkulak took the position that Ms. Davis was  
8 “underemployed.” Anything to save buck.

9 During the litigation, Ms. Davis was offered a second job that was more stable, full time, and  
10 included benefits. Because Ms. Davis is honest and hard-working, she took the job even though it would  
11 negatively affect child support award. Ms. Davis continues to work 2 jobs. During the weekends that she  
12 does not have Bennett, she coaches up and coming softball players. Ms. Davis’ GMI as calculated by Ms.  
13 Salazar, and as set forth on her recent FDF is **\$5,144.**

14 Mr. Matkulak is wealthy and earns significant income from a variety of sources. According to his  
15 recent FDF, he is worth almost \$8,000,000.00. He is a Vice President with Morgan Stanley and works a  
16 standard work week, M-F, 7:00 am until 4:00 pm. Based upon the information Ms. Salazar was able to  
17 confirm, Mr. Matkulak’s average annual income equals **\$458,879.** with a GMI of **\$38,240.**

18 Consistent with Chapter 425 of the Nevada Administrative Code, Ms. Davis requests a reasonable  
19 upward deviation in child support pursuant to NAC 425.150. Based upon the foregoing GMIs, Mr.  
20 Matkulak’s **base** child support obligation to Ms. Davis equals **\$1,587.** per month.

21 However, a Court may make adjustments in a base child support obligation in accordance with the  
22 “specific needs”<sup>5</sup> of the child and the economic circumstances of the parties based upon a variety of factors.  
23 Of relevance are the following deviation factors, “the obligor’s ability to pay”, and “the relative income  
24 of both households, so long as the adjustment does not exceed the total obligation of the other party.”

25 It is undisputed that Mr. Matkulak has the ability to pay increased child support in a reasonable  
26 amount. (NAC 425.150(1)(h)) It is also clear that Mr. Matkulak’s household income is almost 8 times that

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27 <sup>5</sup>“Specific Needs” is not defined in Chapter 425 of the NAC, and remains open to interpretation  
28 by the courts. It is suggested that a child’s needs are relative to the financial circumstances in which he  
finds himself.

1 of Ms. Davis. Both parties live alone, but Mr. Matkulak lives in a 1.4 million dollar residence, and drives  
2 a \$130,000. Porsche 911 in tandem with his BMW 750. Contrary to Mr. Matkulak's argument, in the  
3 present case Mr. Matkulak would be the "other party" whereby an upward deviation could not exceed his  
4 total child support obligation of \$2,409. (NAC 425.150(1)(f)) In summary, the deviation factors were  
5 included for a reason. To conclude that based upon the new formulas, every dime a party makes is  
6 accounted for in the "base" child support amount whereby deviations rarely occur renders the deviation  
7 factors superfluous. That is not a reasonable interpretation of the NAC.<sup>6</sup>

8 As a result of Father's substantial wealth, Bennett lives 2 very separate lifestyles in 2 very different  
9 households. Father is able to offer Bennett a life of privilege that meets all of the child's needs. Mother  
10 does not have the same ability. The Court should order an upward deviation in Father's child support  
11 obligation. Bennett's specific needs should be met by both parents. Under the current economic  
12 circumstances of the parties a reasonable upward deviation is warranted.

13 **4. Ms. Davis Should Be Awarded Her Attorney's Fees and Costs:**

14 Consistent with Nevada law, Ms. Davis should be awarded her attorney's fees and costs,  
15 paid by Mr. Matkulak.

16 Pursuant to NRS 125C.250, a district court may only award attorney's fees and costs when  
17 authorized by statute, contract, or rule. Pursuant to the case Wright v Osburn, 114 Nev. 1367, 970 P.2d  
18 1071 (1998), family law trial courts must consider the disparity in incomes between the parties when  
19 awarding attorney's fees.

20 NRS 125C.250 provides:

21 Except as otherwise provided in NRS 125C.0689, in an action to determine legal  
22 custody, physical custody, or visitation with respect to a child, the court may order

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23 <sup>6</sup>As persuasive authority tied to the previous child support statutes, the Nevada case *Barbagallo*  
24 *v. Barbagallo*, 105 Nev. 546, 779 P.2d 532 (1989) was decided. The Court in *Barbagallo* considered  
25 the NRS 125B.080(9) deviation factors and noted that all factors are not given equal weight in  
26 considering whether a deviation from the child support formula is warranted, and that the factors given  
27 the greatest weight are standard of living, circumstances of each parent, earning capacity and relative  
28 financial means. The current and relevant deviation factors under Chapter 425 of the NAC include, the  
relative income of both households, and the obligor's ability to pay. (See also *Wesley v. Foster*, 119  
Nev. 110, 65 P.3d 251(2003)(The holding sets a precedent that child support can be used as a means to  
bring the parents' lifestyles and that of the child, into parity.)

1 reasonable fees of counsel and experts and other costs of the proceeding to be paid in  
2 proportions and at times determined by the court.

3 NRS 18.010(2)(b) provides in relevant part:

4 ... In addition to the cases where an allowance is authorized by specific statute, the court  
5 may make an allowance of attorney's fees to a prevailing party:...

6 (b) Without regard to the recovery sought, when the court finds that the claim,  
7 counterclaim, cross-claim or third-party complaint or defense of opposing party was  
8 brought or maintained without reasonable ground or to harass the prevailing party. The  
9 court shall liberally construe the provisions of this paragraph in favor of awarding  
10 attorney's fees in all appropriate situations. It is the intent of the Legislature that the  
11 court award attorney's fees pursuant to this paragraph and impose sanctions pursuant to  
12 Rule 11 of the Nevada Rules of Civil Procedure in all appropriate situations to punish  
13 for and deter frivolous or vexatious claims and defenses because such claims and  
14 defenses overburden limited judicial resources, hinder the timely resolution of  
15 meritorious claims and increase the costs of engaging in business and providing  
16 professional services to the public.

17 Additionally, pursuant to the case Miller v. Wilfong, 121 Nev. 619, 119 P.3d 727 (2005), while  
18 it is in the trial Court's discretion to award a reasonable amount of attorney's fees under a statute or  
19 rule, in exercising that discretion, a trial court must evaluate the factors set forth in Brunzell v. Golden  
20 Gate National Bank 85 Nev. 345, 349, 445 P 2d 31, 33 (1969). Under Brunzell when courts determine  
21 the appropriate fee to award in civil cases, it must consider certain facts including, (1) the quality of the  
22 advocate, (2) the character and difficulty of the work performed, (3) the work actually performed by the  
23 attorney and the result obtained.

24 As previously concluded by the Court, Mr. Matkulak has used his wealth to unnecessarily  
25 increase the cost of the litigation. And, despite the evidence he continues to argue that he did not  
26 request a downward deviation and was willing to pay statutory child support, even though the Court  
27 has already pointed out he is incorrect. Most recently, and by way of his Trial Statement, Mr.  
28 Matkulak has abandoned his previous legal theory ("downward deviation") and reargued for pages a  
position that the Court already deemed faulty. In addition, Mr. Matkulak earns almost 8 times the  
income earned by Ms. Davis. The disparity in incomes is monumental. Based upon Mr. Matkulak's  
significant wealth, bad faith settlement position / litigation, intentionally driving up the cost of  
litigation, and the disparity in the parties' incomes, Mr. Matkulak should pay Ms. Davis' legal fees and  
costs.

...

1           **5.      Holiday Schedule:**

2           As a part of her trial exhibits, Ms. Davis' will offer a proposed Holiday Schedule for the  
3 Court's consideration and inclusion in the final Order Establishing Custody and Child Support.

4           **6.      OFW / Non-Disparagement Clause / Face time:**

5           The Court's Order After Case Management Conference requires the parties to communicate via  
6 OFW. This has helped with the parties' communication and Mr. Matkulak's habit of insulting and / or  
7 disparaging Ms. Davis. As a result Ms. Davis requests that the use of OFW be ordered as part of the  
8 final order. Ms. Davis also requests that a standard non-disparagement clause be included in the final  
9 order.

10          Ms. Davis further requests that both parties be entitled to FaceTime Bennett when he is in the  
11 other party's custody. When Bennett is away, he misses Ms. Davis and she misses him. In the past,  
12 Ms. Davis has contacted Mr. Matkulak via OFW stating that she would like to FaceTime Bennett  
13 during his custodial time. Mr. Matkulak does not accept those contacts, and does not respond to her  
14 requests.

15          **7.      Extracurricular Activities / Dependency Credit:**

16          Regarding Bennett's **extracurricular activities**, the following language should be adopted and  
17 included in the final order:

18               The parties shall confer with one another and either agree or disagree in advance and in writing  
19 to their child's participation in any extracurricular activity. If the parties mutually agree on an  
20 extracurricular activity they shall equally divide the cost of that activity and commit to getting  
21 the child to the agreed upon activity. If the parties disagree on the child's participation in an  
22 extracurricular activity, the parent insisting on the activity shall assume the entire cost of the  
23 activity. Moreover, if the activity is not agreed upon, it may not unreasonably interfere with the  
24 other parent's custodial time and the non-agreeing parent has no obligation to get the child to  
25 that activity or any event associated therewith.

26               Commencing 2020, the **dependency credit** and child care deduction for Bennett should be  
27 alternated annually with Father having same in even numbered years. Commencing in 2021, Mother  
28 should have the dependency credit and child care deduction in odd numbered years.

29          **D.      LIST OF WITNESSES / DOCUMENTS / SCHEDULES.**

- 30           1.      Kourtney L. Davis  
31                   c/o Bader & Ryan, Ltd.  
32                   232 Court Street  
33                   Reno, Nevada 89501  
34                   (775) 322-5000

1           2.     Tony Matkulak  
2                 c/o Woodburn & Wedge  
3                 6100 Neil Road, Ste. 500  
4                 PO Box 2311  
5                 Reno, NV 89505  
6                 (775) 688-3000

7           3.     Brian Davis  
8                 605 Meadow Rock Lane  
9                 Reno, NV 89511  
10                (775) 771-7998  
11                urbdavis@gmail.com

12           4.     Rebuttal and Impeachment Witnesses.

13           5.     All witnesses identified by all other parties in this case.

14           Both sides have produced documents in this case and according to the Court's order, all  
15           exhibits are due to be exchanged 72 hours prior to trial. Ms. Davis will comply with this obligation.

16           Ms. Davis will rely upon the report / schedules and analysis prepared by her expert witness,  
17           Michelle L. Salazar, CPA/ABV, CVA, CFE which was previously produced to Respondent.

18           **E.     EXPERT WITNESS.**

19           1.     Michelle L. Salazar, CPA/ABV, CVA, CFE  
20                 President, Litigation and Valuation Consultants, Inc.  
21                 5488 Reno Corporate Drive, Suite 200  
22                 Reno, Nevada 89511  
23                 (775) 825-7982

24           **F.     APPROPRIATE COMMENT:**

25           The Court has already made a factual finding that Mr. Matkulak has used his wealth to increase  
26           the cost of litigation. The Court also debunked his argument that he was always willing to pay  
27           statutory child support and did not request a downward deviation. Now, after almost 1 year of  
28           litigation, Mr. Matkulak has abandoned his legal theory whereby he sought a downward deviation of  
              over \$700. dollars. Had Mr. Matkulak participated in good faith settlement negotiations, this case  
              could have settled.

**G.     WDCR 5 CERTIFICATION OF COUNSEL.**

              The undersigned certifies that prior to filing this Trial Statement, Ms. Davis' has produced  
              requested information as well as her expert's report. However, Ms. Davis' expert has not been able to  
              reach a representative from Mr. Matkulak's employer to discuss certain financial issues about his pay,  
              and pursuant to the Court's order, the exchange of exhibits is not required until 72 hours before trial.

1 Discovery therefore remains incomplete as of the date of this filing. In addition, Ms. Davis has  
2 attempted to settle this matter in good faith to no avail, and the parties attended a settlement conference  
3 with the Court.

4 **AFFIRMATION PURSUANT TO NRS 239B.030**

5 The undersigned does hereby affirm that the preceding document does not contain the  
6 social security number of any person.

7 DATED this 4<sup>th</sup> of March, 2021.

8 **BADER & RYAN, LTD.**

9  
10 By: 

11 Kevin P. Ryan, Esq.  
12 232 Court Street  
13 Reno, NV 89501  
14 (775) 322-5000  
15 Attorney for Plaintiff  
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Bader & Ryan, Ltd., and that on the date set forth below, I served a true copy of the foregoing document on the party(ies) identified below by:

\_\_\_\_\_ Placing an original or true copy thereof in a sealed envelope, postage prepaid, placed for collection and mailing in the US Mail at Reno, Nevada.

\_\_\_\_\_ Personal delivery.

\_\_\_\_\_ Facsimile to the following number: ( ) \_\_\_\_\_.

\_\_\_\_\_ Federal Express or other overnight delivery.

\_\_\_\_\_ Reno Carson Messenger Service.

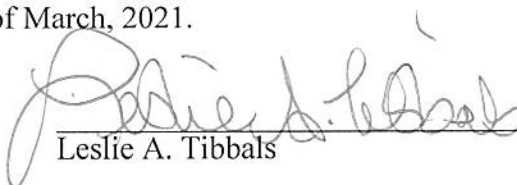
\_\_\_\_\_ Certified Mail Return Receipt Requested.

XXX Electronic Service via ECF System.

addressed to:

Shawn B. Meador, Esq.  
Woodburn & Wedge  
6100 Neil Road, Ste. 500  
PO Box 2311  
Reno, NV 89505

**DATED** this 4th day of March, 2021.

  
Leslie A. Tibbals

56

56

1 SHAWN B MEADOR  
2 NEVADA BAR NO. 338  
3 WOODBURN AND WEDGE  
4 6100 Neil Road, Suite 500  
5 Post Office Box 2311  
6 Reno, Nevada 89505  
7 Telephone: (775) 688-3000  
8 Facsimile: (775) 688-3088  
9 Attorneys for Defendant  
10 smeador@woodburnandwedge.com

11  
12 IN THE FAMILY DIVISION  
13 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
14 IN AND FOR THE COUNTY OF WASHOE

15 KOURTNEY L. DAVIS,

16 Petitioner,

17 v.

18 TONY MATKULAK,

19 Respondent.

CASE NO. FV20-00559

DEPT. NO. 12

20  
21 **TONY MATKULAK NOTICE OF TRIAL EXHIBITS**

22 Respondent, TONY MATKULAK, through his undersigned counsel provides  
23 Petitioner, KOURTNEY L. DAVIS, notice of intended exhibits for the Trial scheduled for  
24 March 11, 2021 at 9:00 a.m.

25 **TRIAL EXHIBITS:**

26 Respondent produces and identifies electronic copies of the following documents to  
27 Adverse Party.

28 ///

///

///

EXHIBIT	PARTY	DESCRIPTION	MARKED	OFFERED	ADMITTED
1.	Respondent	Respondent's General Financial Disclosure, February 4, 2021 <b>AM001522-AM001535</b>			
2.	Respondent	Petitioner's Third Amended General Financial Disclosure, January 6, 2021 <b>AM001536-AM001547</b>			
3.	Respondent	Petitioner's Second Amended General Financial Disclosure, December 11, 2020 <b>AM0001548-AM001557</b>			
4.	Respondent	Petitioner's Amended General Financial Disclosure, October 14, 2020 <b>AM001558-AM001568</b>			
5.	Respondent	Petitioner's General Financial Disclosure, July 6, 2020 <b>AM001569-AM001585</b>			
6.	Respondent	Respondent's Settlement Offer Letter, September 9, 2019 <b>AM0001586-AM001587</b>			
7.	Respondent	Respondent's Settlement Offer Letter, January 20, 2021 <b>AM0001588-AM001589</b>			
8.	Respondent	Settlement Offer Text from Petitioner to Respondent <b>AM001590-AM1592</b>			
9.	Respondent	Petitioner's Settlement Offer Letter, April 15, 2020 <b>AM001593-AM001594</b>			

## REBUTTAL AND IMPEACHMENT DOCUMENTS; RIGHT TO SUPPLEMENT

Respondent reserves the right to introduce any documents produced by either party for rebuttal and/or impeachment as an exhibit at the Trial.

1           The undersigned affirms that this document contains no social security numbers.  
2 Dated this 8<sup>th</sup> day of March, 2021.  
3  
4

5                           By /s/ Shawn B Meador  
6 Shawn B Meador  
7 Attorney for Tony Matkulak  
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of the law offices of Woodburn and Wedge, 6100 Neil Rd., Suite 500, Reno, Nevada 89511, that I am over the age of 18 years, and that I served the foregoing document(s) described as:

**Tony Matkulak's Notice of Trial Exhibits**

on the party set forth below by:

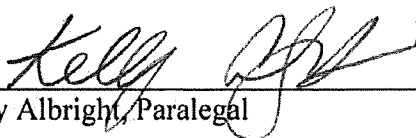
- \_\_\_\_\_ Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage prepaid, following ordinary business practices.
- X   Personal delivery.
- X   Second Judicial Court E-Filing
- \_\_\_\_\_ Federal Express or other overnight delivery.

addressed as follows:

X Kevin P. Ryan, Esq.  
232 Court St.  
Reno, NV 89501

The undersigned affirms that this document contains no social security numbers

Dated this 8 day of March, 2021.

  
\_\_\_\_\_  
Kelly Albright, Paralegal

# **EXHIBIT 1**

MISC

Name: Shawn B Meador, Esq.  
Address: 6100 Neil Road, Ste. 500  
Reno, NV 89511  
Phone: 775-688-3000  
Email: smeador@woodburnandwedge.  
Attorney for Respondent  
Nevada State Bar No. 338

Second Judicial District Court  
Washoe County, Nevada

<u>KOURTNEY L. DAVIS</u> Plaintiff / Petitioner, vs. <u>TONY MATKULAK</u> Defendant / Respondent.	Case No. <u>FV20-00559</u> Dept. <u>12</u>
---	---

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (*first, middle, last*) Anthony Matkulak
2. How old are you? 51
3. What is your date of birth? 11/24/69
4. What is your highest level of education? B.A. Business Marketing

B. Employment Information:

1. Are you currently employed/ self-employed? (☒ check one)  
☒ No  
☐ Yes If yes, complete the table below. Attached an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
04/25/08	Morgan Stanley	CFP	M-F	7AM-4PM

2. Are you disabled? (☒ check one)

☒ No  
☐ Yes

If yes, what is your level of disability? \_\_\_\_\_  
What agency certified you disabled? \_\_\_\_\_  
What is the nature of your disability? \_\_\_\_\_

C. Prior Employment: If you are unemployed or have been working at your current job for less than 2 years, complete the following information.

Prior Employer: \_\_\_\_\_ Date of Hire: \_\_\_\_\_  
Date of Termination: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_

### Monthly Personal Income Schedule

**A. Year-to-date Income.**

As of the pay period ending 12/30/2020 my gross year to date pay is \$402,857.10.

**B. Determine your Gross Monthly Income.**

Hourly Wage

	×		=		×	52 Weeks	=		÷	12 Months	=	
Hourly Wage		Number of hours worked per week		Weekly Income				Annual Income				Gross Monthly Income

Annual Salary

*	408,994.92	÷	12 Months	=	34,082.91
	Annual Income				Gross Monthly Income

\* *Annual Salary includes 401K + CAP (Deferred Comp.) Contributions*

**C. Other Sources of Income.**

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:			
Commissions or Tips:			
Net Rental Income: <i>2018! 2019</i>	2 Year Average	(\$12,551)	(\$1,046)
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support			
Child Support			
Workman's Compensation			
Other:			
Total Average Other Income Received			\$1,046

Total Average Gross Monthly Income (add totals from B and C above)	\$33,036.91	*
--	-------------	---

\* See Exhibit 1 for Income Calculation.

# Exhibit I

AM001524

Tony Matkula  
Case No. IV20-00359  
Income Calculation for Child Support  
For year ending December 31, 2020

(a) Salary and wages	382,995
(b) Interest and investment income	-
Taxable interest	-
Ordinary dividends	29,878
Capital gains	(8,844)
(c) Social security disability benefits	-
(d) Any periodic payments from a pension, retirement plan, ..	N/A
(e) Net proceeds resulting from workers' compensation ..	N/A
(f) Unemployment insurance	N/A
(g) Income continuation benefits	N/A
(h) Voluntary contributions to deferred compensation plan ..	-
(i) Military allowances and veterans' benefits	26,000
(j) Compensation for lost wages	N/A
(k) Undistributed income of a business entity in which a party has an ownership interest	-
Residential Rental: 9900 Wilbur May Plwy #2154	-
Net Income (Loss) - Rents Received less Total Expenses	(9,426)
Depreciation addback (depreciation deducted on tax return) - Building (27.5 year - Straight-Line)	-
Depreciation addback (depreciation deducted on tax return) - Personal Property (5 yr & 15 year - MACRS)	-
Depreciation deduction - "Reasonable allowance for economic depreciation" - Building (27.5 year - Straight-Line)	(4,093)
Depreciation deduction - "Reasonable allowance for economic depreciation" - Personal Property (5 & 15 year - Straight-Line)	-
Residential Rental: 9900 Wilbur May Plwy #2403	-
Net Income (Loss) - Rents Received less Total Expenses	13,806
Depreciation addback (depreciation deducted on tax return) - Building (27.5 year - Straight-Line)	-
Depreciation addback (depreciation deducted on tax return) - Personal Property (5 yr & 15 year - MACRS)	-
Depreciation deduction - "Reasonable allowance for economic depreciation" - Building (27.5 year - Straight-Line)	(6,104)
Depreciation deduction - "Reasonable allowance for economic depreciation" - Personal Property (5 & 15 year - Straight-Line)	(352)
Residential Rental: 1081 University Ridge	-
Net Income (Loss) - Rents Received less Total Expenses	12,352
Depreciation addback (depreciation deducted on tax return) - Building (27.5 year - Straight-Line)	-
Depreciation addback (depreciation deducted on tax return) - Personal Property (5 yr & 15 year - MACRS)	-
Depreciation deduction - "Reasonable allowance for economic depreciation" - Building (27.5 year - Straight-Line)	(7,289)
Depreciation deduction - "Reasonable allowance for economic depreciation" - Personal Property (5 & 15 year - Straight-Line)	(97)
Residential Rental: 10370 Cowley Circle	-
Net Income (Loss) - Rents Received less Total Expenses	24,529
Depreciation addback (depreciation deducted on tax return) - Building (27.5 year - Straight-Line)	-
Depreciation addback (depreciation deducted on tax return) - Personal Property (5 yr & 15 year - MACRS)	-
Depreciation deduction - "Reasonable allowance for economic depreciation" - Building (27.5 year - Straight-Line)	(7,995)
Depreciation deduction - "Reasonable allowance for economic depreciation" - Personal Property (5 & 15 year - Straight-Line)	(3,501)
Residential Rental: 10736 Mitty Meadows Drive	-
Net Income (Loss) - Rents Received less Total Expenses	8,941
Depreciation addback (depreciation deducted on tax return) - Building (27.5 year - Straight-Line)	-
Depreciation addback (depreciation deducted on tax return) - Personal Property (5 yr & 15 year - MACRS)	-
Depreciation deduction - "Reasonable allowance for economic depreciation" - Building (27.5 year - Straight-Line)	(7,799)
Depreciation deduction - "Reasonable allowance for economic depreciation" - Personal Property (5 & 15 year - Straight-Line)	(110)
Residential Rental: 7100 Alamo Square	-
Net Income (Loss) - Rents Received less Total Expenses	10,117
Depreciation addback (depreciation deducted on tax return) - Building (27.5 year - Straight-Line)	-
Depreciation addback (depreciation deducted on tax return) - Personal Property (5 yr & 15 year - MACRS)	-
Depreciation deduction - "Reasonable allowance for economic depreciation" - Building (27.5 year - Straight-Line)	(7,878)
Depreciation deduction - "Reasonable allowance for economic depreciation" - Personal Property (5 & 15 year - Straight-Line)	(2,244)
Residential Rental: 1693 Broadstone	-
Net Income (Loss) - Rents Received less Total Expenses	9,970
Depreciation addback (depreciation deducted on tax return) - Building (27.5 year - Straight-Line)	-
Depreciation addback (depreciation deducted on tax return) - Personal Property (5 yr & 15 year - MACRS)	-
Depreciation deduction - "Reasonable allowance for economic depreciation" - Building (27.5 year - Straight-Line)	(6,793)
Depreciation deduction - "Reasonable allowance for economic depreciation" - Personal Property (5 & 15 year - Straight-Line)	(282)
Residential Rental: 3900 Wilbur May Plwy #1205	-
Net Income (Loss) - Rents Received less Total Expenses	4,328
Depreciation addback (depreciation deducted on tax return) - Building (27.5 year - Straight-Line)	-
Depreciation addback (depreciation deducted on tax return) - Personal Property (5 yr & 15 year - MACRS)	-
Depreciation deduction - "Reasonable allowance for economic depreciation" - Building (27.5 year - Straight-Line)	(4,221)
Depreciation deduction - "Reasonable allowance for economic depreciation" - Personal Property (5 & 15 year - Straight-Line)	(59)
Residential Rental: 4886 Rhine Village	-
Net Income (Loss) - Rents Received less Total Expenses	(4,682)
Depreciation addback (depreciation deducted on tax return) - Building (27.5 year - Straight-Line)	-
Depreciation addback (depreciation deducted on tax return) - Personal Property (5 yr & 15 year - MACRS)	-
Depreciation deduction - "Reasonable allowance for economic depreciation" - Building (27.5 year - Straight-Line)	-
Depreciation deduction - "Reasonable allowance for economic depreciation" - Personal Property (5 & 15 year - Straight-Line)	-
(l) Child care subsidy payments if a party is a child care provider	N/A
(m) Alimony	N/A
(n) Except as otherwise provided in subsection 2, all other income of a party - (Tax Exempt Income)	100
Total Income Calculation for Child Support	431,964

"Mr. Matkula participates in a voluntary deferred compensation plan, the Capital Accumulation Program (CAP), through his employer, Morgan Stanley. Each year that Mr. Matkula elects to participate, he has the opportunity to allocate a percentage of his eligible earnings to the CAP. The amount allocated to the CAP is awarded in the form of stock units corresponding to shares of Morgan Stanley common stock and is not included in taxable income for the year in which it would've otherwise been received. The stock units are converted to shares of Morgan Stanley common stock approximately three years after the end of the year in which the amount was allocated to the CAP. At the time of conversion, the current fair market value of those shares is included in taxable income. If the amount allocated to the CAP is included in the income calculation for child support for a given year, it will also be included in the income calculation again three years later upon the conversion of the stock units to shares of Morgan Stanley common stock. It will essentially be included twice, but in different years.

AM000475

#### D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	
2.	Federal Health Savings Plan	
3.	Federal Income Tax	6,681.85
4.	Health Insurance Amount for you: 279.50 For Opposing Party: For your Child(ren): 237.50	517.00
5.	Life, Disability, or Other Insurance Premiums	131.70
6.	Medicare	696.52
7.	Retirement, Pension, IRA, or 401(k)	2,166.67
8.	Savings	5,892.10
9.	Social Security	711.53
10.	Union Dues	
11.	Other: (Type of Deduction)	
Total Monthly Deductions (Lines 1-11)		\$16,797.37

#### Business/Self-Employment Income & Expense Schedule

##### A. Business Income:

What is your average gross (pre-tax) monthly income/revenue from self-employment or businesses?

\$ 15,375.75

*\* Not a Separate Business as Reported on Tax Return.*

##### B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising			
Car and truck used for business			
Commissions, wages or fees			
Business Entertainment/Travel			
Insurance			
Legal and professional			
Mortgage or <i>Taxes! Ins.</i>	109,161.68		9,096.81
Pension and profit-sharing plans			
Repairs and maintenance	15,826.96		1,318.91
Supplies			
Taxes and licenses (include est. tax payments)			
Utilities <i>Sewer/Power/Water</i>	4,682.72		390.23
Other: <i>HOA DUES</i>	26,694		2,224.50
Total Average Business Expenses			13,030.45

**Personal Expense Schedule (Monthly)**

A. Fill in the table with the amount of money you spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me <input type="checkbox"/>	Other Party <input type="checkbox"/>	For Both <input type="checkbox"/>
Alimony/Spousal Support				
Auto Insurance	309.54	X		
Car Loan/Lease Payment				
Cell Phone	76.00	X		
Child Support (not deducted from pay)	1,849.00	X		
Clothing, Shoes, Etc...	500.00	X		
Credit Card Payments (minimum due)				
Dry Cleaning	30.00	X		
Electric	207.00	X		
Food (groceries & restaurants)	1,800.00	X		
Fuel				
Gas (for home)				
Health Insurance (not deducted from pay)				
HOA	40.00	X		
Home Insurance (if not included in mortgage)	112.74	X		
Home Phone				
Internet/Cable	236.00	X		
Lawn Care	600.00	X		
Membership Fees	49.00	X		
Mortgage/Rent/Lease				
Pest Control	75.00	X		
Pets				
Pool Service				
Property Taxes (if not included in mortgage)	636.63	X		
Security				
Sewer	40.00	X		
Student Loans				
Unreimbursed Medical Expense	150.00	X		
Water				
Other:				
<b>Total Monthly Expenses</b>	<b>\$6,890.88</b>			

### Household Information

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attached a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship	Has this child been certified as special needs/disabled?
1 <sup>st</sup>	Bennett Matkulak	05/13/18	Both	Yes	No
2 <sup>nd</sup>					
3 <sup>rd</sup>					
4 <sup>th</sup>					

- B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child	4 <sup>th</sup> Child
Cellular Phone				
Child Care	468.00			
Clothing	100.00			
Education				
Entertainment				
Extracurricular & Sports	150.00			
Health Insurance (if not deducted from pay)	237.50			
Summer Camp/Programs				
Transportation Costs for Visitation	30.00			
Unreimbursed Medical Expenses				
Vehicle				
Other:	50.00			
<b>Total Monthly Expenses</b>	<b>\$1,035.50</b>			

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attached a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution

### Personal Asset and Debt Chart

A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line	Description of Asset and Debt Thereon	Gross Value	Total Amount Owed	Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Rental Property University Ridge	\$ 502,000	- \$ 65,000	= \$	Tony
2.	Rental Property FDL 2601	\$ 519,000	- \$ 0.00	= \$	Tony
3.	Rental Property Rhine Wine	\$ 627,500	- \$ 375,000	= \$	Tony
4.	Rental Property FDL 1206	\$ 417,000	- \$ 113,500	= \$	Tony
5.	Rental Property Broadstone	\$ 628,000	- \$ 137,600	= \$	Tony
6.	Rental Property Cavalry	\$ 583,000	- \$ 147,000	= \$	Tony
7.	Rental Property Misty Meadows	\$ 485,000	- \$ 165,000	= \$	Tony
8.	Rental Property Alamo Square	\$ 505,000	- \$ 167,000	= \$	Tony
9.	401 K	\$ 652,301	- \$ 0.00	= \$	Tony
10.	IRA	\$ 413,716.89	- \$ 0.00	= \$	Tony
11.	Deferred Comp	\$ 623,121	- \$ 0.00	= \$	Tony
12.	Personal Accounts	\$ 1,333,158	- \$ 0.00	= \$	Tony
13.	Roth IRA	\$ 43,263.86	- \$ 0.00	= \$	Tony
14.	Personal Home	\$ 1,400,000	- \$ 0.00	= \$	Tony
15.	BMV 2016 750	\$ 40,000	- \$ 0.00	= \$	Tony
Total Value of Assets (add lines 1-15)		\$ 8,922,507.5	- \$ 1,170,100	= \$ 7,752,407.5	

\* See Additional Page

B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
Total Unsecured Debt (add lines 1-6)		\$	

ATTACHMENT 6 OF 8 CONTINUED

	PERSONAL ASSETS	VALUE	DEBT
16	PORSCHE 911	\$130,000	0.00
17	BANK OF AMERICA CHECKING	22,446.24	0.00
	TOTAL	\$152,446.24	0.00

Net Value

Total Lines 1- 17: \$ 9,074,953.74 .

\$ 7,904,853.74 .

6A

1 SECOND JUDICIAL DISTRICT COURT  
2 COUNTY OF WASHOE, STATE OF NEVADA

3 AFFIRMATION  
4 Pursuant to NRS 239B.030 and 603A.040

5 The undersigned does hereby affirm that the preceding document, \_\_\_\_\_

6 General Financial Disclosure Form

(Title of Document)

7 filed in case number: FV20-00559

8 ☒ Document does not contain the personal information of any person

9 - OR -

10 ☐ Document contains the social security number of a person as required by:

11 ☐

12 A specific state or federal law, to wit:

13 \_\_\_\_\_  
14 (State specific state or federal law)

15 - or -

16 ☐

For the administration of a public program

17 - or -

18 ☐

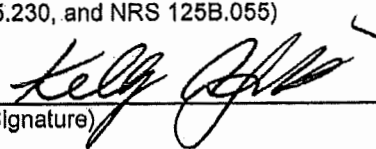
For an application for a federal or state grant

19 - or -

20 ☐

Confidential Family Court Information Sheet  
(NRS 123.130, NRS 125.230, and NRS 125B.055)

21 Date: February 4, 2021

22   
(Signature)

23 Kelly Albright  
24 (Print Name)

## CERTIFICATION

**Attorney Information:** Complete the following sentences:

1. I (have/have not) have retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$ 2507<sup>50</sup> on my behalf.
3. I have a credit with my attorney in the amount of \$ 41151.
4. I currently owe my attorney a total of \$ 0.
5. I owe my prior attorney a total of \$ 0.

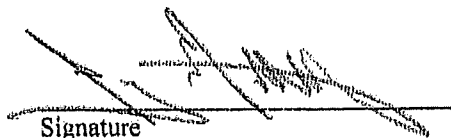
**IMPORTANT:** Read the following paragraphs carefully and initial each one.

\_\_\_\_\_ I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

\_\_\_\_\_ I have attached a copy of my 3 most recent pay stubs to this form.

\_\_\_\_\_ I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.

\_\_\_\_\_ I have not attached a copy of my pay stubs to this form because I am currently unemployed.

  
Signature

2.4.2021  
Date

AM001532

EMP'S  
Cost Center: 100107

## EARNINGS STATEMENT

Period Beginning: 01/01/2021  
Period Ending: 01/15/2021  
Check Date: 01/15/2021  
Pers. No

Basis of Pay: Salary

Anthony D Matkulak  
15100 Napoleon Drive  
Reno NV 89511-4567

Earnings	Rate	Hours/Units	Amount	Year-To-Date
Salary Exempt	88.00	1,482.00	1,482.00	
Incentive Compensation			29,009.81	
<b>Gross Pay</b>			<b>1,482.00</b>	<b>30,491.81</b>
<b>Tax Deductions: Federal</b>				
Withholding Tax		38.70	3,092.14	
EE Social Security Tax		75.86	1,874.47	
EE Medicare Tax		17.74	438.18	
<b>Additional Deductions</b>				
*Std Medical EE pre-tax		243.00	243.00	
*Dental EE pre-tax		15.50	15.50	
*401K EE pre-tax		296.46	296.46	
*401(k) Deduction Commis			4,641.37	
*NSM Cap Ded 2020 Commis			5,801.96	
*401a Catch-up EE pre-tax		295.46	4,937.27	
LTD EE after-tax		68.30	68.30	
Exp. Reimbursement		534.03	534.03	
<b>Total Net Pay</b>			<b>574.12</b>	<b>9,614.15</b>

Payment Method	Amount
Direct Deposit	574.12

## Messages

Overtime eligible employees can view their sick time balance in eTime (<http://etime>).  
Others can view their balance in Workday. (<http://workday>).  
Your federal taxable wages 630.70

\*Excluded from Federal Taxable Wages

Morgan Stanley Smith Barney LLC  
1 New York Plaza, 5th Floor  
New York NY 10004  
Phone 212-274-5100

Check Date: 01/15/2021

THIS IS NOT A CHECK!!!

NON - NEGOTIABLE

Deposited to the account of:	Payment Type	Account No.	Bank/Check No.	Amount
Anthony D Matkulak	Bank transfer		USD	574.12

AM000473

Page 1  
Cost Center: 100107

EARNINGS STATEMENT

Period Beginning: 12/30/2020  
Period Ending: 12/30/2020  
Check Date: 12/30/2020  
Pers. No

Basis of Pay: Salary

Anthony D Matkulak  
15100 Napoleon Drive  
Reno NV 89511-4582

Earnings	Rate	Hours/Units	Amount	Year-To-Date
Salary Exempt			35,568.00	
Vest Residual Sh			103.79	
Residual Shares			156.33	
MSM Cap Ded 2019 Commis			4,051.64	
2019 Growth Award			9,451.22	
Incentive Commis			151,526.12	
Gross Pay			402,857.10	
Tax Deductions: Federal				
Withholding Tax			80,182.06	
EE Social Security Tax			8,537.40	
EE Medicare Tax			8,358.31	
Additional Deductions				
*Std Medical EE pre-tax			5,832.00	
*Dental EE pre-tax			172.00	
*401(k) Deduction - Bonus			810.33	
*401k EE pre-tax			1,778.40	
*401(k) Deduction Commis			16,911.27	
*MSM Cap Ded 2019 Commis			5,898.54	
*MSM Cap Ded 2020 Commis			64,806.68	
*401k Catch-up EE pre-tax			6,500.00	
LTD EE after-tax			1,580.40	
Exp. Reimbursement			4,137.32	
Total Net Pay		0.00	205,426.23	

Other Benefits and Information	This Period	Year-to-Date
II-Resurrected St		47,128.00
II-Resurrected Stk Conv		15,719.04
Total EE Health	14,444.64	14,444.64
Payment Method		Amount
		0.00

Morgan Stanley Smith Barney LLC  
1 New York Plaza, 5th Floor  
New York NY 10004  
Phone 212-276-5300

Check Date: 12/30/2020

THIS IS NOT A CHECK!!!

NON - NEGOTIABLE

Deposited to the account of:	Payment Type	Account No.	Bank/Check No.	Amount
Anthony D Matkulak				0.00

AM000472

AM001534

Cost Center: 100107

EARNINGS STATEMENT

Period Beginning: 12/16/2020  
Period Ending: 12/31/2020  
Check Date: 12/31/2020  
Para. No.

Basis of Pay: Salary

Arthur D MacIsaac  
15150 Napoleon Drive  
Reno NV 89511-4582

Earnings	Rate	Hours/Units	Amount	Year-To-Date
Salary Exempt	96.00	1,482.00	35,568.00	
Year Residual 3%			103.75	
Residual Shares			155.33	
MDPIP Distribution			4,053.44	
2015 Growth Adj			9,461.22	
Incentive Comp			353,526.10	
<b>Gross Pay</b>		<b>1,482.00</b>	<b>402,857.10</b>	
<b>Tax Deductions: Federal</b>				
Withholding Tax	98.0%		80,182.66	
SS Social Security Tax			4,537.40	
MR Medicare Tax	28.7%		9,350.31	
<b>Additional Deductions</b>				
*Ded Medical EE pre-tax		243.00	5,822.00	
*Dental EE pre-tax		13.50	372.00	
*401(k) Deduction - Bonus			810.37	
*401k EE pre-tax			1,778.40	
*401(k) Deduction Commis			16,311.27	
*MDM Cap Ded 2019 Commis			5,899.54	
*MDM Cap Ded 2020 Commis			46,806.68	
*401k Catch-up EE pre-tax			6,400.00	
LTD EE after-tax	25.85%		1,480.40	
Exp. Reimbursement		1,298.34	4,137.32	
<b>Total Net Pay</b>			<b>2,329.14</b>	<b>209,446.23</b>

Other Benefits and Information  
This Period Year-To-Date  
IT-Health Plan St 47,328.00  
IT-Health Stk Conv 35,713.04  
Payment Method Amount  
Direct Deposit 2,329.14

Messages  
Overseas eligible employees can view their  
sick time balance in eTime (http://etime).  
Others can view their balance in Workday.  
(http://workday).  
Your federal taxable wages 1,223.50  
\*Excluded from Federal Taxable Wages

Morgan Stanley Smith Barney LLC  
1 New York Plaza, 3th Floor  
New York NY 10004  
Phone 212-276-5300

Check Date: 12/31/2020

THIS IS NOT A CHECK !!!

NON - NEGOTIABLE

Deposited to the account of:	Payment Type	Account No.	Bank/Check No.	Amount
Arthur D MacIsaac	Bank transfer		USD	2,329.14

AM000471

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of the law offices of Woodburn and Wedge, 6100 Neil Rd., Suite 500, Reno, Nevada 89511, that I am over the age of 18 years, and that I served the foregoing document(s) described as:

**Respondent's General Financial Disclosure**

on the party set forth below by:

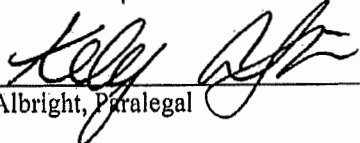
- ☐ Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage prepaid, following ordinary business practices.
- ☐ Personal delivery.
- ☒ Second Judicial Court E-Filing
- ☐ Federal Express or other overnight delivery.

addressed as follows:

X Kevin P. Ryan, Esq.  
232 Court St.  
Reno, NV 89501

The undersigned affirms that this document contains no social security numbers

Dated this 4 day of February, 2021.

  
\_\_\_\_\_  
Kelly Albright, Paralegal

# **EXHIBIT 2**

Code: 1740  
Kevin P. Ryan, Esq., NSB 4371  
BADER & RYAN, LTD.  
232 Court Street  
Reno, Nevada 89501  
(775) 322-5000  
Attorneys for Kourtney L. Davis

FILED  
Electronically  
FV20-00559  
2021-01-06 04:22:12 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 8234290

IN THE FAMILY DIVISION  
OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

KOURTNEY L. DAVIS,  
Petitioner,

vs.

TONY MATKULAK,  
Respondent.

Case No. FV20-00559

Dept. No. 12

**THIRD AMENDED GENERAL FINANCIAL DISCLOSURE FORM**

**A. Personal Information:**

1. What is your full name? (*first, middle, last*) Kourtney Lynn Davis
2. How old are you? 40
3. What is your date of birth? December 3, 1980
4. What is your highest level of education? Bachelor's Degree

**B. Employment Information:**

1. Are you currently employed/self-employed? (☒ *check one*)

☐ No

☒ Yes If yes, complete the table below. Attach an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
June, 2006	Self Employed - Club K, LLC	Owner (Sports Instructor)	Alternate Tuesdays, Wednesday & Thursdays	Evenings
August, 2020	Credova Financial, LLC	Operations		Monday-Friday

2. Are you disabled? (☒ check one)

☒ No

☐ Yes If yes, what is your level of disability? \_\_\_\_\_

### Monthly Personal Income Schedule

#### A. Year-to-date Income.

As of the pay period ending December 22, 2020, my gross year to date pay is \$12,656.25.

#### B. Determine your Gross Monthly Income.

Hourly Wage

Hourly Wage	X	Number of hours worked per week	=	Weekly Income	X	52 Weeks	=	Annual Income	12 Months = Gross Monthly Income

Annual Salary

\$45,000.	+	12 Months	=	\$3,750.
Annual Income				Gross Monthly Income

#### C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income		\$0.	
Bonuses		\$0.	
Car, Housing, or Other allowance		\$0.	
Commissions or Tips		\$0.	
Net Rental Income*		\$0.	
Overtime Pay		\$0.	
Pension/Retirement:		\$0.	
Social Security Income (SSI)		\$0.	
Social Disability (SSD)		\$0.	
Spousal Support		\$0.	
Workman's Compensation		\$0.	
Other: Child Support (Minus Swim Lessons)	Monthly	\$1,849.	
<b>Total Other Income Received</b>		<b>\$1,849.</b>	

\*All other income and expenses are reported in the Business Expense Schedule. (Page 3)

**D. Monthly Deductions**

	Type of Deduction	Amount
1	Court Ordered Child Support (automatically deducted from paycheck)	\$0.
2	Federal Health Savings Plan	\$0.
3	Federal Income Tax	\$286.
4	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	\$0.
5	Life, Disability, or Other Insurance Premiums	\$0.
6	Medicare	\$54.
7	Retirement, Pension, IRA, or 401(k)	\$563.
8	Savings	\$0.
9	Social Security	\$233.
10	Union Dues	\$0.
	<b>Total Monthly</b>	
	<b>Deductions (Lines 1-11)</b>	<b>\$1,136.</b>

**Business/Self-Employment Income & Expense Schedule****A. Business Income:**

What is your average gross monthly income/revenue from self-employment or businesses?

- Gross Income from Club K, LLC = \$1,780.
- Gross Income from Rental Property = \$1,950.
- Gross Business Income Total = \$3,730.

**B. Business Expenses:** Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising		\$0.	
Car and truck used for business		\$0.	
Commissions, wages or fees		\$0.	
Business Entertainment/Travel		\$0.	
Insurance		\$0.	
Legal and professional		\$0.	
Rent (Cage Rental)	Monthly	\$396.	
Pension and profit-sharing plans		\$0.	

Repairs and maintenance	Monthly	\$119.	
Depreciation		\$0.	
Mortgage	Monthly	\$1,296.	
Rental Sewer	Monthly	\$48.	
Supplies (Equipment)	Monthly	\$89.	
Licenses	Monthly	\$40.	
Club K, LLC Income Taxes	Monthly	\$334.	
Other: Business Banking Fees	Monthly	\$14.	
Total Average Business Expenses		\$2,336.	

Gross Monthly Income (Credova)	\$3,750.
Business Monthly Net Income	\$1,394.
<b>Total Average Monthly Income</b>	<b>\$5,144.</b>

#### Personal Expense Schedule (Monthly)

- A. Fill in the table with the amount of money you spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me ✓	Other Party ✓	For Both ✓
Alimony/Spousal Support				
Auto Insurance	\$124.	✓		
Car Loan/Lease Payment/Registration (\$528. Yearly)	\$44.	✓		
Car Maintenance	\$20.	✓		
Cell Phone	\$0.			
Child Support	\$0.			
Clothing, Shoes, Gifts, Etc.	\$265.	✓		
Credit Card Payments (minimum due)	\$0.			
Dry Cleaning	\$0.			
Electric	\$111.	✓		
Food (groceries & restaurants)	\$550.	✓		
Fuel/Gasoline	\$135.	✓		
Health Insurance (not deducted from pay)	\$0.			
Home Phone	\$0.			
Membership Fees (Gym)	\$49.	✓		
Rent	\$1950.	✓		

Pets	\$30.	✓		
Security	\$0.			
Sewer	\$48.	✓		
Student Loans	\$0.			
Unreimbursed Medical Expenses	\$0.			
Water	\$47.	✓		
Other: Self Care	\$95.	✓		
<b>Total Monthly Expenses</b>	<b>\$3,468.</b>			

**Personal Expense Schedule**  
**Household Information**

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attach a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 <sup>st</sup>	Bennett Davis Matkulak	5/03/2018	Both	Yes	No

- B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child	4 <sup>th</sup> Child
Cellular Phone	\$0.			
Child Care	\$468.			
Clothing	\$85.			
Education	\$0.			
Entertainment, Gifts & Toys	\$131.			
Extracurricular & Sports(Swimming – Tony takes \$53 out of Child Support Check)	\$53.			
Health Insurance (if not deducted from pay)	\$0.			
Summer Camp/Programs	\$0.			
Transportation Costs for Visitation	\$0.			
Unreimbursed Medical Expenses	\$0.			
Vehicle	\$0.			
Other: Diapers/Wipes	\$50.			
<b>Total Monthly Expenses</b>	<b>\$787.</b>			

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attach a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc.)	Monthly Contribution
N/A			

#### Personal Asset and Debt Chart

- A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line #	Description of Asset and Debt Thereon	Gross Value	Total Amount Owed	Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1	2235 Keystone Ave, Reno NV 89503 (Rental Home)	\$430,000.	\$143,132.	\$286,868.	Self
2	2017 Lexus RX250	\$26,500.		\$26,500.	Self
3	Bank of America Checking Acct. 8489	\$4,964.		\$4,964.	Self
4	Bank of America Business Advantage Acct. 7095	\$109.		\$109.	Self
5	Cash	\$11,000.		\$11,000.	Self
6	Roth IRA	\$78,237.		\$78,237.	Self
7	TD Ameritrade	\$25,635.		\$25,635.	Self
8	Credova IRA	\$713.		\$.	Self
9	Debco Investments	\$35,000.		\$35,000.	Self
Total Value of Assets (add lines 1-9)		\$612,158.	- \$142,132.	= \$470,026.	Self

- B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount Owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1	Loan – Legal Fees	\$26,000.	Self

### CERTIFICATION

**Attorney Information:** Complete the following sentences:

1. I (have/have not) \_\_\_\_\_ retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$\_\_\_\_\_ on my behalf.
3. I have a credit with my attorney in the amount of \$\_\_\_\_\_.
4. I currently owe my attorney a total of \$\_\_\_\_\_.
5. I owe my prior attorney a total of \$\_\_\_\_\_.

**IMPORTANT:** Read the following paragraphs carefully and initial each one.

  *JD*   This document does not contain the personal information of any person as defined by NRS 603A.040.

  *JD*   I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

  *JD*   I have attached a copy of my 3 most recent pay stubs to this form.

  *JD*   I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.

\_\_\_\_\_ I have not attached a copy of my pay stubs to this form because I am currently unemployed.

Signature \_\_\_\_\_

Date   1/6/2021

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

AFFIRMATION  
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document, FINANCIAL  
DISCLOSURE FORM

filed in case number: FV20-00559

☒ Document does not contain the social security number of any person

-OR-

☐ Document contains the social security number of a person as required by:

☐ A specific state or federal law, to wit:

\_\_\_\_\_  
(State specific state or federal law)

-or-

☐ For the administration of a public program

-or-

☐ For an application for a federal or state grant

-or-

☐ Confidential Family Court Information Sheet  
(NRS 125.130, NRS 125.230 and NRS 125B.055)

Date: 1/6/21

(Signature)

Kevin P. Ryan, Esq.

(Print Name)

Koutney L. Davis

(Attorney for)

**CERTIFICATE OF SERVICE**

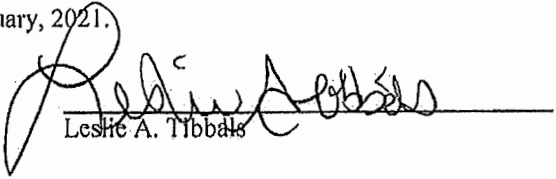
Pursuant to NRCP 5(b), I hereby certify that I am an employee of Bader & Ryan, Ltd., and that on the date set forth below, I served a true copy of the foregoing document on the party(ies) identified below by:

\_\_\_\_\_ Placing an original or true copy thereof in a sealed envelope, postage prepaid, placed for collection and mailing in the US Mail at Reno, Nevada/  
\_\_\_\_\_ Personal delivery.  
\_\_\_\_\_ Facsimile to the following number: ( ) \_\_\_\_\_  
\_\_\_\_\_ Federal Express or other overnight delivery.  
\_\_\_\_\_ Reno Carson Messenger Service.  
\_\_\_\_\_ Certified Mail Return Receipt Requested.  
XXX Electronic Service via ECF System.

addressed to:

Shawn B. Meador, Esq.  
Woodburn & Wedge  
6100 Neil Road, Ste. 500  
PO Box 2311  
Reno, NV 89505

DATED this 6th day of January, 2021.

  
\_\_\_\_\_  
Leslie A. Tibbatts

Credova Financial, LLC  
 20130 Lakeview Center Plaza  
 Suite 400  
 Ashburn, VA 20147

Kourtney Davis  
 1601 Rocky Cove Lane  
 Reno, NV 89521

Direct Deposit

Employee Pay Stub		Check number: DD2509		Pay Period: 11/01/2020 - 11/15/2020		Pay Date: 11/20/2020	
Employee							
Kourtney Davis, 1001 Rocky Cove Lane, Reno, NV 89521							
Earnings and Hours	Qty	Rate	Current	YTD Amount	Direct Deposit	Amount	
Operations			1,075.00	8,841.30	Checking - *****8489	1,555.56	
Flex time Hourly				64.80	Flex Time	Accrued	Used
	0.00		1,075.00	8,906.25	Current	0.00	3.00
Taxes			Current	YTD Amount	YTD	-3.00	
Medicare Employee Addl Tax			0.00	0.00	Memo		
Federal Withholding			-170.00	-778.00	Direct Deposit		
Social Security Employee			-110.25	-552.10			
Medicare Employee			-27.19	-129.14			
			-319.44	-1,457.33			
Net Pay			1,555.56	7,448.92			

Credova Financial, LLC  
20130 Lakeview Center Plaza  
Suite 400  
Ashburn, VA 20147

Kourtney Davis  
1601 Rocky Cove Lane  
Reno, NV 89521

Direct Deposit

Employee Pay Stub

Check number: DD2524

Pay Period: 11/10/2020 - 11/30/2020

Pay Date: 12/07/2020

Employee

Kourtney Davis, 1601 Rocky Cove Lane, Reno, NV 89521

Earnings and Hours	Qty	Rate	Current	YTD Amount
Operations			1,975.00	10,716.38
Flex Time Hourly				04.89
	0.00		1,975.00	10,781.25
Deductions From Gross			Current	YTD Amount
401k Emp.			-281.25	-281.25
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			-143.00	-919.00
Social Security Employee			-116.25	-688.44
Medicare Employee			-27.19	-159.33
			-286.44	-1,743.77
Net Pay			1,307.31	9,756.23

Direct Deposit	Amount		
Checking - *****8480	1,307.31		
Flex Time	Accrued	Used	Available
Current	5:00		2:00
YTD		3:00	
Taxable Company Items	Current	YTD Amount	
401k Co. Match	75.00	75.00	
Memo			
Direct Deposit			

DAV000175

Credova Financial, LLC  
 20130 Lakeview Center Plaza  
 Suite 400  
 Ashburn, VA 20147

Kourtney Davis  
 1601 Rocky Cove Lane  
 Reno, NV 89521

Direct Deposit

Employee Pay Stub      Check number: DD2530      Pay Period: 12/01/2020 - 12/15/2020      Pay Date: 12/22/2020

**Employee**

Kourtney Davis, 1601 Rocky Cove Lane, Reno, NV 89521

Earnings and Hours	Qty	Rate	Current	YTD Amount
Operations			1,875.00	12,591.36
Flex Time Hourly				64.89
	0.00		1,875.00	12,656.25
Deductions From Gross			Current	YTD Amount
401k Emp			-201.25	-502.50
Taxes			Current	YTD Amount
Medicare Employer Addl Tax			0.00	0.00
Federal Withholding			-143.00	-1,082.00
Social Security Employee			-116.25	-784.89
Medicare Employee			-27.19	-103.52
			-286.44	-2,030.21
Net Pay			1,307.31	10,663.54

Direct Deposit	Amount		
Checking - *****5489			1,307.31
Flex Time	Accrued	Used	Available
Current	5.00		7.00
YTD		3.00	
Taxable Company Items	Current	YTD Amount	
401k Co. Match	75.00	150.00	
Memo			
Direct Deposit			

# **EXHIBIT 3**

Code: 1740  
Kevin P. Ryan, Esq., NSB 4371  
BADER & RYAN, LTD.  
232 Court Street  
Reno, Nevada 89501  
(775) 322-5000  
Attorneys for Kourtney Davis

FILED  
Electronically  
FV20-00559  
2020-12-11 01:57:08 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 8201229

IN THE FAMILY DIVISION  
OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

KOURTNEY DAVIS,  
Plaintiff,

vs.

TONY MATKULAK,  
Defendant.

Case No. FV20-00559

Dept. No. 12

**SECOND AMENDED GENERAL FINANCIAL DISCLOSURE FORM**

**A. Personal Information:**

1. What is your full name? (*first, middle, last*) Kourtney Lynn Davis
2. How old are you? 40
3. What is your date of birth? December 3, 1980
4. What is your highest level of education? Bachelor's Degree

**B. Employment Information:**

1. Are you currently employed/self-employed? (☒ *check one*)

☐ No  
☒ Yes

If yes, complete the table below. Attach an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
June, 2006	Self Employed - Club K, LLC	Owner (Sports Instructor)	Seasonal/ Varies	Varies*
August, 2020	Credova Financial, LLC	Operations		Monday-Friday

\*Seasonal hours, works every other Tuesday evening, every other Wednesday evening and every other Sunday.

2. Are you disabled? (☒ *check one*)

☒ No  
☐ Yes

If yes, what is your level of disability? \_\_\_\_\_

### Monthly Personal Income Schedule

**A. Year-to-date Income.**

As of the pay period ending December 7, 2020, my gross year to date pay is \$10,716.36.

**B. Determine your Gross Monthly Income.**

Hourly Wage

Hourly Wage	X	Number of hours worked per week	=	Weekly Income	X	52 Weeks	=	Annual Income	+ 12 Months = Gross Monthly Income

Annual Salary

\$45,000.	+	12 Months	=	\$3,750.
Annual Income				Gross Monthly Income

**C. Other Sources of Income.**

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income		\$0.	
Bonuses		\$0.	
Car, Housing, or Other allowance		\$0.	
Commissions or Tips		\$0.	
Net Rental Income		(\$960.)	(\$80.)
Overtime Pay		\$0.	
Pension/Retirement		\$0.	
Social Security Income (SSI)		\$0.	
Social Disability (SSD)		\$0.	
Spousal Support		0.	
Workman's Compensation		0.	
Other: Child Support (Minus Swim Lessons)	Monthly	\$1,849.	\$1,849.
<b>Total Other Income Received</b>			<b>\$1,769.*</b>

\*Plaintiff received a lump sum unemployment award in the amount of \$6,653., in 2020.

**D. Monthly Deductions**

	Type of Deduction	Amount
1	Court Ordered Child Support (automatically deducted from paycheck)	\$0.
2	Federal Health Savings Plan	\$0.
3	Federal Income Tax	\$286.
4	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	\$0.
5	Life, Disability, or Other Insurance Premiums	\$0.
6	Medicare	\$54.
7	Retirement, Pension, IRA, or 401(k)	\$563.
8	Savings	\$0.
9	Social Security	\$233.
10	Union Dues	\$0.
11	Other: (Type of Deduction) Club K Taxes	\$334.
<b>Total Monthly Deductions (Lines 1-11)</b>		<b>\$1,470.</b>

**Business/Self-Employment Income & Expense Schedule****A. Business Income:**

What is your average gross monthly income/revenue from self-employment or businesses?

**Gross from Club K and Rental Property = \$3,660.**

**B. Business Expenses:** Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising		\$0.	
Car and truck used for business		\$0.	
Commissions, wages or fees		\$0.	
Business Entertainment/Travel		\$0.	
Insurance		\$0.	
Legal and professional		\$0.	
Rent (Cage Rent)	Annually	\$4,560.	\$380.
Pension and profit-sharing plans		\$0.	
Repairs and maintenance		\$1,431.	\$119.
Depreciation		\$8,808.	\$734.

Mortgage		\$15,552.	\$1,296.
Rental Sewer		\$576.	\$48.
Supplies (Equipment)	Annually	\$1,068.	\$89.
Licenses	Annually	\$480.	\$40.
Club K, LLC Taxes	Monthly	\$334.	\$334.
Other: Business Banking Fees	Annually	\$168.	\$14.
		<b>Total Average Business Expenses</b>	<b>\$2,720.</b>

Gross Monthly Income	\$3,750.
Business Monthly Income	\$940.
<b>Total Average Monthly Income</b>	<b>\$4,690.</b>

#### Personal Expense Schedule (Monthly)

- A. Fill in the table with the amount of money you spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me ✓	Other Party ✓	For Both ✓
Alimony/Spousal Support				
Auto Insurance	\$124.	✓		
Car Loan/Lease Payment/Registration (\$528. Yearly)	\$44.	✓		
Car Maintenance	\$20.	✓		
Cell Phone	\$0.			
Child Support	\$0.			
Clothing, Shoes, Gifts, Etc.	\$265.	✓		
Credit Card Payments (minimum due)	\$0.			
Dry Cleaning	\$0.			
Electric	\$111.	✓		
Food (groceries & restaurants)	\$325.	✓		
Fuel/Gasoline	\$135.	✓		
Gas (for home)	\$0.			
Health Insurance (not deducted from pay)	\$0.			
Home Phone	\$0.			
Internet / Cable	\$0.			
Maintenance	\$0.			

Membership Fees (Gym)	\$49.	✓		
Rent	\$1950.	✓		
Pest Control	\$0.			
Pets	\$30.	✓		
Pool Service	\$0.			
Property Taxes (if not included in mortgage)	\$0.			
Security	\$0.			
Sewer	\$48.	✓		
Student Loans	\$0.			
Unreimbursed Medical Expenses	\$0.			
Water	\$47.	✓		
Other: IRA Contributions	\$500.	✓		
<b>Total Monthly Expenses</b>	<b>\$3,648.</b>			

**Personal Expense Schedule**  
Household Information

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attach a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 <sup>st</sup>	Bennett Davis Matkulak	5/03/2018	Both	Yes	No

- B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child	4 <sup>th</sup> Child
Cellular Phone	\$0.			
Child Care	\$468.			
Clothing	\$85.			
Education	\$0.			
Entertainment, Gifts & Toys	\$131.			
Extracurricular & Sports(Swimming – Tony takes \$53 out of Child Support Check)	\$53.			
Health Insurance (if not deducted from pay)	\$0.			

Summer Camp/Programs	\$0.			
Transportation Costs for Visitation	\$0.			
Unreimbursed Medical Expenses	\$0.			
Vehicle	\$0.			
Other: Diapers/Wipes	\$50.			
<b>Total Monthly Expenses</b>	<b>\$787.</b>			

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attach a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc.)	Monthly Contribution
N/A			

#### Personal Asset and Debt Chart

- A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line #	Description of Asset and Debt Thereon	Gross Value	Total Amount Owed	Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1	2235 Keystone Ave, Reno NV 89503 (Rental Home)	\$389,000.	\$145,578.	\$243,422.	Self
2	2017 Lexus RX250	\$28,000.	\$0.	\$28,000.	Self
3	Bank of America Checking Acct. 8489	\$3,629.		\$3,629.	Self
4	Bank of America Business Advantage Acct. 7095	\$7,314.		\$7,314.	Self
5	Cash	\$17,000.		\$17,000.	Self
6	Roth IRA	\$66,486.		\$66,486.	Self
7	TD Ameritrade	\$21,193.		\$21,193.	Self
<b>Total Value of Assets (add lines 1-7)</b>		<b>\$532,622.</b>	<b>- \$145,578.</b>	<b>= \$386,044.</b>	<b>Self</b>

- B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount Owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1	Promissory Note -- Legal Fees	\$16,000.	Self

### CERTIFICATION

Attorney Information: Complete the following sentences:

1. I (have/have not) \_\_\_\_\_ retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$\_\_\_\_\_ on my behalf.
3. I have a credit with my attorney in the amount of \$\_\_\_\_\_.
4. I currently owe my attorney a total of \$\_\_\_\_\_.
5. I owe my prior attorney a total of \$\_\_\_\_\_.

IMPORTANT: Read the following paragraphs carefully and initial each one.

12 This document does not contain the personal information of any person as defined by NRS 603A.040.

12 I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

12 I have attached a copy of my 3 most recent pay stubs to this form.

12 I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.

12 I have not attached a copy of my pay stubs to this form because I am currently unemployed.

Signature \_\_\_\_\_

Date \_\_\_\_\_

12/10/2020

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

**AFFIRMATION**  
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document, FINANCIAL  
DISCLOSURE FORM

filed in case number: FV20-00559

☒ Document does not contain the social security number of any person

-OR-

☐ Document contains the social security number of a person as required by:

☐ A specific state or federal law, to wit:

\_\_\_\_\_  
(State specific state or federal law)

-or-

☐ For the administration of a public program


-or-

☐ For an application for a federal or state grant

-or-

☐ Confidential Family Court Information Sheet  
(NRS 125.130, NRS 125.230 and NRS 125B.055)

Date: 12/11/2020

  
(Signature)

Kevin P. Ryan, Esq.

(Print Name)

Kourtney L. Davis

(Attorney for)

Orlando Financial LLC  
20150 Lakeview Center Plaza  
Suite 400  
Ashburn, VA 20147

Kourtney Davis  
1601 Rocky Cove Lane  
Reno, NV 89521

Direct Deposit

Employee Pay Stub		Check number: DD2524		Pay Period: 11/1/2020 - 11/30/2020		Pay Date: 12/07/2020	
Employee							
Kourtney Davis, 1601 Rocky Cove Lane, Reno, NV 89521							
Earnings and Hours		Qty	Rate	Current	YTD Amount	Amount	
Operations				1,875.00	10,718.38	Checking	1,007.01
Flex time Hourly					784.83	Flex time	
	0.00			1,875.00	10,718.38	Accrued, unused	
Deductions From Gross						Used	Available
401k Emp.				281.25	281.25	Current	200
Taxes						YTD	3.00
Medicare Employee Add Tax				2.00	2.00	401k Co Match	
Federal Withholding				143.00	918.00	Maine 2020	75.00
Social Security Employee				118.25	588.44	Direct Deposit	
Medicare Employee				27.10	158.33		
				206.44	1745.77		
Net Pay					8,756.23		

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CERTIFICATE OF SERVICE

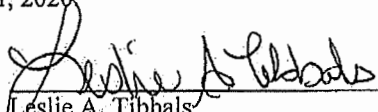
Pursuant to NRCP 5(b), I hereby certify that I am an employee of Bader & Ryan, Ltd., and that on the date set forth below, I served a true copy of the foregoing document on the party(ies) identified below by:

- \_\_\_\_\_ Placing an original or true copy thereof in a sealed envelope, postage prepaid, placed for collection and mailing in the US Mail at Reno, Nevada/
- \_\_\_\_\_ Personal delivery.
- \_\_\_\_\_ Facsimile to the following number: ( ) \_\_\_\_\_.
- \_\_\_\_\_ Federal Express or other overnight delivery.
- \_\_\_\_\_ Reno Carson Messenger Service.
- \_\_\_\_\_ Certified Mail Return Receipt Requested.
- XXX Electronic Service via ECF System.

addressed to:

Shawn B. Meador, Esq.  
Woodburn & Wedge  
6100 Neil Road, Ste. 500  
PO Box 2311  
Reno, NV 89505

DATED this 11th day of December, 2020

  
\_\_\_\_\_  
Leslie A. Tibbals

# **EXHIBIT 4**

Code: 1740  
Kevin P. Ryan, Esq., NSB 4371  
BADER & RYAN, LTD.  
232 Court Street  
Reno, Nevada 89501  
(775) 322-5000  
Attorneys for Kourtney Davis

FILED  
Electronically  
FV20-00559  
2020-10-14 01:20:48 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 8115571

IN THE FAMILY DIVISION  
OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

KOURTNEY DAVIS, Plaintiff,	Case No. FV20-00559
vs.	Dept. No. 12
<u>TONY MATKULAK,</u> Defendant,	

**AMENDED GENERAL FINANCIAL DISCLOSURE FORM**

**A. Personal Information:**

1. What is your full name? (*first, middle, last*) Kourtney Lynn Davis
2. How old are you? 39
3. What is your date of birth? December 3, 1980
4. What is your highest level of education? Bachelor's Degree

**B. Employment Information:**

1. Are you currently employed/self-employed? (☒ *check one*)  
☐ No  
☒ Yes If yes, complete the table below. Attach an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
June, 2006	Self Employed - Club K, LLC	Owner (Sports Instructor)	Seasonal/ Varies	Varies*
August, 2020	Credova Financial, LLC	Operations		Monday-Friday

\*Seasonal hours, works every other Tuesday evening, every other Wednesday evening and every other Sunday.

2. Are you disabled? (☒ *check one*)

☒ No  
☐ Yes If yes, what is your level of disability? \_\_\_\_\_

### Monthly Personal Income Schedule

**A. Year-to-date Income.**

As of the pay period ending September 22, 2020, my gross year to date pay is \$2,748.

**B. Determine your Gross Monthly Income.**

Hourly Wage

\$21.63		30		\$649.		52		\$33,748		12		\$2,812.
Hourly Wage	X	Number of hours worked per week	=	Weekly Income	X	Weeks		Annual Income	+	Months	=	Gross Monthly Income

Annual Salary

	+	12	=	
Annual Income		Months		Gross Monthly Income

**C. Other Sources of Income.**

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income		\$0.	
Bonuses		\$0.	
Car, Housing, or Other allowance:		\$0.	
Commissions or Tips:		\$0.	
Net Rental Income: Rent=\$1950- \$1269 Mortgage payment & Less- Depreciation	Monthly	(\$636.)	(\$53.)
Overtime Pay		\$0.	
Pension/Retirement:		\$0.	
Social Security Income (SSI):		\$0.	
Social Disability (SSD):		\$0.	
Spousal Support		0.	
Workman's Compensation		0.	
Other: Child Support (Minus Swim Lessons)	Monthly	\$1,849.	\$1,849.
<b>Total Other Income Received</b>			<b>\$1,796.*</b>

\*Plaintiff received a lump sum unemployment award in the amount of \$6,653., in 2020.

#### D. Monthly Deductions

	Type of Deduction	Amount
1	Court Ordered Child Support (automatically deducted from paycheck)	\$0.
2	Federal Health Savings Plan	\$0.
3	Federal Income Tax	\$520.
4	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	\$0.
5	Life, Disability, or Other Insurance Premiums	\$0.
6	Medicare	\$88.
7	Retirement, Pension, IRA, or 401(k)	\$0.
8	Savings	\$0.
9	Social Security	\$378.
10	Union Dues	\$0.
11	Other: (Type of Deduction)	\$0.
	<b>Total Monthly</b>	
	<b>Deductions (Lines 1-11)</b>	<b>\$986.</b>

#### Business/Self-Employment Income & Expense Schedule

##### A. Business Income:

What is your average gross monthly income/revenue from self-employment or businesses?

Average Earning per Month for 2020 = \$1,710.

##### B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising		\$0.	
Car and truck used for business		\$0.	
Commissions, wages or fees		\$0.	
Business Entertainment/Travel		\$0.	
Insurance		\$0.	
Legal and professional		\$0.	
Rent (Cage Rent)	Annually	\$4,560.	\$380.
Pension and profit-sharing plans		\$0.	
Repairs and maintenance		\$0.	
Supplies (Equipment)	Annually	\$1,068.	\$89.
Taxes and licenses	Annually	\$3,490.	\$291.

(includes est. tax payments)			
Pitching Academy Fees	Annually	\$288.	\$24.
Other: Business Banking Fees	Annually	\$168.	\$14.
		Total Average Business Expenses	\$798.

### Personal Expense Schedule (Monthly)

- A. Fill in the table with the amount of money you spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me ✓	Other Party ✓	For Both ✓
Alimony/Spousal Support				
Auto Insurance	\$124.	✓		
Car Loan/Lease Payment/Registration (\$528. Yearly)	\$44.	✓		
Cell Phone	\$0.			
Child Support	\$0.			
Clothing, Shoes, Etc.	\$20.	✓		
Credit Card Payments (minimum due)	\$0.			
Dry Cleaning	\$0.			
Electric	\$111.	✓		
Food (groceries & restaurants)	\$275.	✓		
Fuel/Gasoline	\$135.	✓		
Gas (for home)	\$0.			
Health Insurance (not deducted from pay)	\$0.			
Home Phone	\$0.			
Internet / Cable	\$0.			
Maintenance (Rental Property)	\$			
Membership Fees (Gym)	\$49.	✓		
Rent	\$1950.	✓		
Pest Control	\$0.			
Pets	\$30.	✓		
Pool Service	\$0.			
Property Taxes (if not included in mortgage)	\$0.			
Security	\$0.			

Sewer (\$48+\$48)	\$96.	✓		
Student Loans	\$0.			
Unreimbursed Medical Expenses	\$0.			
Water	\$47.	✓		
Other: IRA Contributions	\$500.	✓		
<b>Total Monthly Expenses</b>	<b>\$3,381.</b>			

**Personal Expense Schedule**  
Household Information

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attach a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 <sup>st</sup>	Bennett Davis Matkulak	5/03/2018	Both	Yes	No

- B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child	4 <sup>th</sup> Child
Cellular Phone	\$0.			
Child Care	\$468.			
Clothing	\$40.			
Education	\$0.			
Entertainment	\$80.			
Extracurricular & Sports(Swimming – Tony takes \$53 out of Child Support Check)	\$53.			
Health Insurance (if not deducted from pay)	\$0.			
Summer Camp/Programs	\$0.			
Transportation Costs for Visitation	\$0.			
Unreimbursed Medical Expenses	\$0.			
Vehicle	\$0.			
Other: Diapers/Wipes	\$50.			
<b>Total Monthly Expenses</b>	<b>\$691.</b>			

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attach a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc.)	Monthly Contribution
N/A			

### Personal Asset and Debt Chart

- A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line #	Description of Asset and Debt Thereon	Gross Value	Total Amount Owed	Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1	2235 Keystone Ave, Reno NV 89503 (Rental Home)	\$389,000.	\$145,578.	\$243,422.	Self
2	2017 Lexus RX250	\$28,000.	\$0.	\$28,000.	Self
3	Bank of America Checking Acct. 8489	\$3,629.		\$3,629.	Self
4	Bank of America Business Advantage Acct. 7095	\$7,314.		\$7,314.	Self
5	Cash	\$17,000.		\$17,000.	Self
6	Roth IRA	\$66,486.		\$66,486.	Self
7	TD Ameritrade	\$21,193.		\$21,193.	Self
Total Value of Assets (add lines 1-7)		\$532,622.	- \$145,578.	= \$386,044.	Self

- B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount Owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1	Promissory Note – Legal Fees	\$16,000.	Self
2			
3			
4			

## CERTIFICATION

**Attorney Information:** Complete the following sentences:

1. I *(have/have not)* retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$\_\_\_\_\_ on my behalf.
3. I have a credit with my attorney in the amount of \$\_\_\_\_\_.
4. I currently owe my attorney a total of \$\_\_\_\_\_.
5. I owe my prior attorney a total of \$\_\_\_\_\_.

**IMPORTANT:** Read the following paragraphs carefully and initial each one.

10 I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

10 I have attached a copy of my 3 most recent pay stubs to this form.

Signature \_\_\_\_\_

Date 10/14/2020

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

AFFIRMATION  
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document, FINANCIAL DISCLOSURE FORM

filed in case number: FV20-00559

☒ Document does not contain the social security number of any person

-OR-

☐ Document contains the social security number of a person as required by:

☐ A specific state or federal law, to wit:

\_\_\_\_\_  
(State specific state or federal law)

-or-

☐ For the administration of a public program

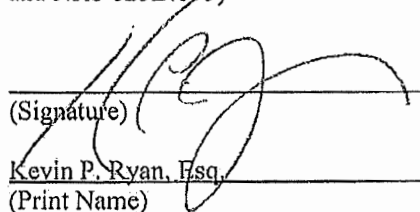
-or-

☐ For an application for a federal or state grant

-or-

☐ Confidential Family Court Information Sheet  
(NRS 125.130, NRS 125.230 and NRS 125B.055)

Date: October 9, 2020

  
(Signature)

Kevin P. Ryan, Esq.

(Print Name)

Plaintiff, Koutney L. Davis

(Attorney for)

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**CERTIFICATE OF SERVICE**


Pursuant to NRCP 5(b), I hereby certify that I am an employee of Bader & Ryan, Ltd., and that on the date set forth below, I served a true copy of the foregoing document on the party(ies) identified below by:

- \_\_\_\_\_ Placing an original or true copy thereof in a sealed envelope, postage prepaid, placed for collection and mailing in the US Mail at Reno, Nevada/
- \_\_\_\_\_ Personal delivery.
- \_\_\_\_\_ Facsimile to the following number: ( ) \_\_\_\_\_.
- \_\_\_\_\_ Federal Express or other overnight delivery.
- \_\_\_\_\_ Reno Carson Messenger Service.
- \_\_\_\_\_ Certified Mail Return Receipt Requested.
- XXX \_\_\_\_\_ Electronic Service via ECF System.

addressed to:

Shawn B. Meador, Esq.  
Woodburn & Wedge  
6100 Neil Road, Ste. 500  
PO Box 2311  
Reno, NV 89505

DATED this 14<sup>th</sup> day of October, 2020.

  
\_\_\_\_\_  
Leslie A. Tibbals

Credova Financial, LLC  
20130 Lakeview Center Plaza  
Suite 400  
Ashburn, VA 20147

Kourtney Davis  
1601 Rocky Cove Lane  
Reno, NV 89521

Direct Deposit

Employee Pay Stub      Check number: DD2429      Pay Period: 08/16/2020 - 08/31/2020      Pay Date: 09/04/2020

**Employee**

Kourtney Davis, 1601 Rocky Cove Lane, Reno, NV 89521

Earnings and Hours	Qty	Rate	Current	YTD Amount	Direct Deposit	Amount
Operations			1,408.26	1,408.26	Checking - *****0400	1,178.67
			Current	YTD Amount	Memo	
					Direct Deposit	
Mediterranean Employee Adv. Tax			0.00	0.00		
Federal Withholding			-120.00	-120.00		
Social Security Employee			-87.10	-87.10		
Medicare Employee			-20.30	-20.30		
			-227.50	-227.50		
Net Pay			1,178.67	1,178.67		

Credova Financial, LLC, 20130 Lakeview Center Plaza, Suite 400, Ashburn, VA 20147

Processed by Intuit Payroll

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VOLUME V

AM001567

AA000641

Green Valley Industrial, LLC  
 20130 Lakewood Center Plaza  
 Suite 400  
 Ashburn, VA 20147

Kourney Davis  
 1401 Rocky Cove Lane  
 Reno, NV 89521

Direct Deposit

Employee Pay Stub      Check Number: DD2446      Pay Period: 09/01/2020 - 09/15/2020      Pay Date: 09/22/2020

Employee  
 Kourney Davis, (001) Rocky Cove Lane, Reno, NV 89521

	Qty	Rate	Current	YTD Amount
Regular Time			1,341.00	2,747.01
Overtime		21.03	04.89	04.89
Flex Time			1,400.25	2,812.50
			Current	YTD Amount
Taxes			10.00	0.00
Medicare Employee Adm. Fee			120.00	240.00
Federal Withholding			67.10	174.30
Social Security Employee			20.00	40.78
Medicare Employee			227.60	455.10
Net Pay			1,178.67	2,357.34

Direct Deposit			Amount
Checking - *****8469			1,178.67
Flex Time	Accrued	Used	Available
Current	0:00	3:00	-3:00
YTD			
Memo			
Direct Deposit			

# **EXHIBIT 5**

Code: 1740  
Kevin P. Ryan, Esq., NSB 4371  
BADER & RYAN, LTD.  
232 Court Street  
Reno, Nevada 89501  
(775) 322-5000  
Attorneys for Kourtney Davis

FILED  
Electronically  
FV20-00559  
2020-07-06 04:13:37 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 7956846

IN THE FAMILY DIVISION  
OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

KOURTNEY DAVIS, Plaintiff,	Case No. <u>FV20-00559</u>
vs.	Dept. No. <u>12</u>
<u>TONY MATKULAK,</u> Defendant.	

**GENERAL FINANCIAL DISCLOSURE FORM**

**A. Personal Information:**

1. What is your full name? (*first, middle, last*) Kourtney Lynn Davis
2. How old are you? 39
3. What is your date of birth? December 3, 1980
4. What is your highest level of education? Bachelor's Degree

**B. Employment Information:**

1. Are you currently employed/self-employed? (☒ *check one*)  
☐ No  
☒ Yes If yes, complete the table below. Attach an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
June, 2006	Self Employed - Club K, LLC	Owner (Sports Instructor)	Seasonal/Varies	Varies*

\*Seasonal hours, work Monday through Thursday, and Sundays in evenings when kids are out of school.

2. Are you disabled? (☒ *check one*)  
☒ No  
☐ Yes If yes, what is your level of disability? \_\_\_\_\_

### Monthly Personal Income Schedule

#### A. Year-to-date Income.

As of the pay period ending May 31, 2020, my gross year to date pay is \$15,135.

#### B. Determine your Gross Monthly Income.

Hourly Wage

Hourly Wage	X	Number of hours worked per week	=	Weekly Income	X	52 Weeks	=	Annual Income	+ 12 Months = Gross Monthly Income

Annual Salary

Annual Income	+	12 Months	= Gross Monthly Income

#### C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income		\$0.	
Bonuses		\$0.	
Car, Housing, or Other allowance:		\$0.	
Commissions or Tips:		\$0.	
Net Rental Income: Rent=\$1950-\$1269 Mortgage payment & Less Depreciation	Monthly	(\$636.)	(\$53.)
Overtime Pay		\$0.	
Pension/Retirement:		\$0.	
Social Security Income (SSI):		\$0.	
Social Disability (SSD):		\$0.	
Spousal Support		0.	
Workman's Compensation		0.	
Other: Child Support (Minus Swim Lessons)	Monthly	\$1849.	\$1849.
<b>Total Other Income Received</b>			<b>\$1796.*</b>

\*Plaintiff received a lump sum unemployment award in the amount of \$6,653., in 2020.

#### D. Monthly Deductions

	Type of Deduction	Amount
1	Court Ordered Child Support (automatically deducted from paycheck)	\$0.

2	Federal Health Savings Plan	\$0.
3	Federal Income Tax	\$0.
4	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	\$0.
5	Life, Disability, or Other Insurance Premiums	\$0.
6	Medicare	\$0.
7	Retirement, Pension, IRA, or 401(k)	\$0.
8	Savings	\$0.
9	Social Security	\$0.
10	Union Dues	\$0.
11	Other: (Type of Deduction)	\$0.
Total Monthly Deductions (Lines 1-11)		\$0.

### Business/Self-Employment Income & Expense Schedule

#### A. Business Income:

What is your average gross monthly income/revenue from self-employment or businesses?

Average Earning per Month for 2020 = \$3,027.

#### B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising		\$0.	
Car and truck used for business		\$0.	
Commissions, wages or fees		\$0.	
Business Entertainment/Travel		\$0.	
Insurance		\$0.	
Legal and professional		\$0.	
Rent (Cage Rent)	Annually	\$8,760.	\$730.
Pension and profit-sharing plans		\$0.	
Repairs and maintenance		\$0.	
Supplies (Equipment)	Annually	\$1068.	\$89.
Taxes and licenses (includes est. tax payments)	Annually	\$4,500.	\$375.
Pitching Academy Fees	Annually	\$576.	\$48.
Other: Business Banking Fees	Annually	\$168.	\$14.
		Total Average Business Expenses	\$ 1,256.

### Personal Expense Schedule (Monthly)

- A. Fill in the table with the amount of money you spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me ✓	Other Party ✓	For Both ✓
Alimony/Spousal Support				
Auto Insurance	\$124.	✓		
Car Loan/Lease Payment/Registration (\$528. Yearly)	\$44.	✓		
Cell Phone	\$0.			
Child Support	\$0.			
Clothing, Shoes, Etc.	\$20.	✓		
Credit Card Payments (minimum due)	\$0.			
Dry Cleaning	\$0.			
Electric	\$111.	✓		
Food (groceries & restaurants)	\$275.	✓		
Fuel/Gasoline	\$135.	✓		
Gas (for home)	\$0.			
Health Insurance (not deducted from pay)	\$264.	✓		
Home Phone	\$0.			
Internet / Cable	\$0.			
Maintenance (Rental Property)	\$			
Membership Fees (Gym)	\$49.	✓		
Rent	\$1950.	✓		
Pest Control	\$0.			
Pets	\$30	✓		
Pool Service	\$0.			
Property Taxes (if not included in mortgage)	\$0.			
Security	\$0.			
Sewer (\$48+\$48)	\$96.	✓		
Student Loans	\$0.			
Unreimbursed Medical Expenses	\$0.			
Water	\$47.	✓		
Other: IRA Contributions	\$500.	✓		
<b>Total Monthly Expenses</b>	<b>\$3,645.</b>			

**Personal Expense Schedule**  
Household Information

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attach a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 <sup>st</sup>	Bennett Davis Matkulak	5/03/2018	Both	Yes	No
2 <sup>nd</sup>					
3 <sup>rd</sup>					
4 <sup>th</sup>					

- B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child	4 <sup>th</sup> Child
Cellular Phone	\$0.			
Child Care	\$0.			
Clothing	\$20.			
Education	\$0.			
Entertainment	\$40.			
Extracurricular & Sports(Swimming – Tony takes \$53 out of Child Support Check)	\$0.			
Health Insurance (if not deducted from pay)	\$0.			
Summer Camp/Programs	\$0.			
Transportation Costs for Visitation	\$0.			
Unreimbursed Medical Expenses	\$0.			
Vehicle	\$0.			
Other: Diapers/Wipes	\$50.			
<b>Total Monthly Expenses</b>	<b>\$110.</b>			

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attach a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc.)	Monthly Contribution
N/A			

### Personal Asset and Debt Chart

- A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line #	Description of Asset and Debt Thereon	Gross Value	Total Amount Owed	Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1	2235 Keystone Ave, Reno NV 89503 (Rental Home)	\$389,000.	\$145,578.	\$243,422.	Self
2	2017 Lexus RX250	\$28,000.	\$0.	\$28,000.	Self
3	Bank of America Checking Acct. 8489	\$3,629.		\$3,629.	Self
4	Bank of America Business Advantage Acct. 7095	\$7,314.		\$7,314.	Self
5	Cash	\$17,000.		\$17,000.	Self
6	Roth IRA	\$66,486.		\$66,486.	Self
7	TD Ameritrade	\$21,193.		\$21,193.	Self
Total Value of Assets (add lines 1-7)		\$532,622.	- \$145,578.	= \$386,044.	Self

- B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount Owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1	Promissory Note – Legal Fees	\$16,000.	Self
2	PPP Loan	\$7,075.	Self
3			
4			

**CERTIFICATION**

**Attorney Information:** *Complete the following sentences:*

1. I (have/have not) \_\_\_\_\_ retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$\_\_\_\_\_ on my behalf.
3. I have a credit with my attorney in the amount of \$\_\_\_\_\_.
4. I currently owe my attorney a total of \$\_\_\_\_\_.
5. I owe my prior attorney a total of \$\_\_\_\_\_.

**IMPORTANT:** Read the following paragraphs carefully and initial each one.

  *KS*   This document does not contain the personal information of any person as defined by NRS 603A.040.

  *KS*   I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

       I have attached a copy of my 3 most recent pay stubs to this form.

  *KS*   I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.

       I have ~~not~~ attached a copy of my pay stubs to this form because I am currently unemployed.

Signature

Date

7/6/2020

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

AFFIRMATION  
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document, FINANCIAL  
DISCLOSURE FORM

filed in case number: FV20-00559

☒ Document does not contain the social security number of any person

-OR-

☐ Document contains the social security number of a person as required by:

☐ A specific state or federal law, to wit:

\_\_\_\_\_  
(State specific state or federal law)

-or-

☐ For the administration of a public program

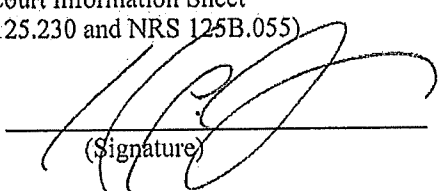
-or-

☐ For an application for a federal or state grant

-or-

☐ Confidential Family Court Information Sheet  
(NRS 125.130, NRS 125.230 and NRS 125B.055)

Date: July 1, 2020

  
\_\_\_\_\_  
(Signature)

Kevin P. Ryan, Esq.

(Print Name)

Plaintiff, Koutney L. Davis

(Attorney for)

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CERTIFICATE OF SERVICE

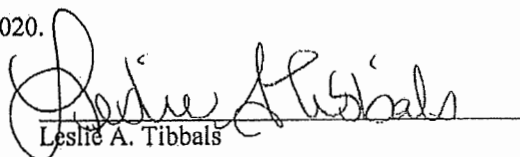
Pursuant to NRCp 5(b), I hereby certify that I am an employee of Bader & Ryan, Ltd., and that on the date set forth below, I served a true copy of the foregoing document on the party(ies) identified below by:

- ☐ Placing an original or true copy thereof in a sealed envelope, postage prepaid, placed for collection and mailing in the US Mail at Reno, Nevada/
- ☐ Personal delivery.
- ☐ Facsimile to the following number: ( ) \_\_\_\_\_.
- ☐ Federal Express or other overnight delivery.
- ☐ Reno Carson Messenger Service.
- ☐ Certified Mail Return Receipt Requested.
- ☒ XXX Electronic Service via ECF System.

addressed to:

Shawn B. Meador, Esq.  
Woodburn & Wedge  
6100 Neil Road, Ste. 500  
PO Box 2311  
Reno, NV 89505

DATED this 10th day of July, 2020.

  
Leslie A. Tibbals



Date	Student	Amount	Payment Type	Hours
1/6/2020 Mon	Hannah w/Travis	\$45.00		0.5
	Olivia	\$45.00		0.5
	Hailey w Stefanie	\$45.00		0.5
	Emily w Karl	\$45.00		0.5
1/7/2020 Tues	Jaelee	\$45.00		0.5
	Lexie	\$45.00		0.5
	Madison	\$45.00		0.5
	Charlotte	\$45.00		0.5
	Paul w Bella	\$45.00		0.5
	Cameron	\$45.00		0.5
	Angelee	\$45.00		0.5
	Adyson	\$45.00		0.5
1/8/2020 Wed	Staci	\$45.00		0.5
	Lily	\$45.00		0.5
	Addy	\$45.00		0.5
	MJ	\$45.00		0.5
	Kiki	\$45.00		0.5
1/9/2020 Thurs	Zoe	\$45.00		0.5
	Chloe	\$45.00		0.5
	Kaylah	\$45.00		0.5
	Jenna	\$45.00		0.5
	Evelyn	\$45.00		0.5
	Kayley	\$45.00		0.5
	New	\$45.00		0.5
	Laura Flynn	\$90.00		1
1/12/2020 Sun	Emily w Karl	\$45.00		0.5
	Skyla	\$45.00		0.5
	Laci	\$45.00		0.5
1/14/2020 Tues	Lexie	\$45.00		0.5
	Madison	\$45.00		0.5
	Hailey w Stefanie	\$45.00		0.5
	Cameron	\$45.00		0.5
	Miley	\$45.00		0.5
	Angelee	\$45.00		0.5
	Adyson	\$45.00		0.5
1/15/2020 Wed	Staci	\$45.00		0.5
	Lily	\$45.00		0.5
	Sam	\$45.00		0.5
	Zoe	\$45.00		0.5
	Kayley	\$45.00		0.5
	Kiki and Delaney	\$90.00		1
	Chloe	\$45.00		0.5
1/16/2020	Jenna	\$45.00		0.5
	MJ	\$45.00		0.5
	Veronica	\$45.00		0.5
	Jaelee	\$45.00		0.5
	Shay	\$90.00		1
1/19/2020 Sun				

1/20/2020 Mon	Hannah w/Travis	\$45.00	0.5
	Hailey w Stefanie	\$45.00	0.5
	Emily w Karl	\$45.00	0.5
1/21/2020 Tues	Lexie	\$45.00	0.5
	Madison	\$45.00	0.5
	Zoe	\$45.00	0.5
	Charlotte	\$45.00	0.5
	Angelee	\$45.00	0.5
1/22/2020 Wed	Adyson	\$45.00	0.5
	Staci	\$45.00	0.5
	Lily	\$45.00	0.5
1/23/2020 Thurs	Kiki	\$45.00	0.5
	Hannah Irwin	\$45.00	0.5
	Kaylah	\$45.00	0.5
	Jenna	\$45.00	0.5
	Veronica	\$45.00	0.5
	Kayley	\$45.00	0.5
1/26/2020 Sun	Skyla	\$45.00	0.5
	Miley	\$45.00	0.5
	Laura Flynn	\$90.00	1
	Emily w Kari	\$45.00	0.5
	Kady	\$90.00	1
	Grace	\$90.00	1
1/27/2020 Mon	Bella	\$45.00	0.5
	Hailey w Stefanie	\$45.00	0.5
1/28/2020 Tues	Laci	\$45.00	0.5
	Jaelee	\$45.00	0.5
	Lexie	\$45.00	0.5
	Madison	\$45.00	0.5
	Cameron	\$45.00	0.5
	Angelee	\$45.00	0.5
1/29/2020 Wed	Adyson	\$45.00	0.5
	Sam	\$45.00	0.5
	Lily	\$45.00	0.5
	Kayley	\$45.00	0.5
1/30/2020 Thurs	Kiki and Delaney	\$90.00	1
	Chloe	\$45.00	0.5
	Kaylah	\$45.00	0.5
	Jenna	\$45.00	0.5
	MJ	\$45.00	0.5
2/2/2020 Sun	Emily w Kari	\$45.00	0.5
	Tahoe Team	\$135.00	1.5
2/4/2020 Tues	Laci	\$45.00	0.5
	Jaelee	\$45.00	0.5
	Madison	\$45.00	0.5
	Cameron	\$45.00	0.5
2/5/2020 Wed	Adyson	\$45.00	0.5
	Kiki	\$45.00	0.5

	Hannah Irwin	\$45.00	0.5
	Lily	\$45.00	0.5
	Kayley	\$45.00	0.5
2/6/2020 Thurs	Evelyn	\$45.00	0.5
	Kaylah	\$45.00	0.5
	Veronica	\$45.00	0.5
2/9/2020 Sun	Allison	\$90.00	1
	Kianna	\$90.00	1
	Shay	\$45.00	0.5
	Emily w Kari	\$45.00	0.5
	Aspen	\$90.00	1
	Jordan	\$90.00	1
2/11/2020 Tues	Laci	\$45.00	0.5
	Lexie	\$45.00	0.5
	Madison	\$45.00	0.5
	Cameron	\$45.00	0.5
	Angelee	\$45.00	0.5
2/12/2020 Wed	Adyson	\$45.00	0.5
	Jenna	\$45.00	0.5
	Lily	\$45.00	0.5
	Kayley	\$45.00	0.5
	Sam	\$45.00	0.5
2/13/2020 Thurs	Chloe	\$45.00	0.5
	Kaylah	\$45.00	0.5
	Kaycn	\$45.00	0.5
	MJ	\$45.00	0.5
2/16/2020 Sun	Skyla	\$45.00	0.5
	Kaitlyn Brannon	\$75.00	1
	Aubrey	\$45.00	0.5
	Tahoe Team	\$135.00	1.5
	Emily w Kari	\$45.00	0.5
	Laura Flynn	\$90.00	1
	Aspen	\$90.00	1
2/18/2020 Tues	Lexie	\$45.00	0.5
	Madison	\$45.00	0.5
	Jaelee	\$45.00	0.5
	Cameron	\$45.00	0.5
	Bella	\$45.00	0.5
	Angelee	\$45.00	0.5
2/19/2020 Wed	Adyson	\$45.00	0.5
	Shannon	\$45.00	0.5
	Hannah Irwin	\$45.00	0.5
	Lily	\$45.00	0.5
	Sam	\$45.00	0.5
	Jenna	\$45.00	0.5
2/20/2020 Thurs	Kiki	\$45.00	0.5
	Chloe	\$45.00	0.5
	Kaylah	\$45.00	0.5

	Kayley	\$45.00	0.5
	Kenz	\$45.00	0.5
	Veronica	\$45.00	0.5
	Shannen	\$45.00	0.5
	Zoe	\$45.00	0.5
2/23/2020 Sun	Aubrey	\$45.00	0.5
	Kady	\$90.00	1
	Shay	\$45.00	0.5
	Emily w Kari	\$45.00	0.5
	Tahoe Team	\$90.00	1
	Kianna	\$90.00	1
	Grace	\$90.00	1
	Saydee	\$90.00	1
2/25/2020 Tues	Laci	\$45.00	0.5
	Jaelee	\$45.00	0.5
	Madison	\$45.00	0.5
	Charlotte	\$45.00	0.5
	Cameron	\$45.00	0.5
	Hailey w Stefanie	\$45.00	0.5
	Angelee	\$45.00	0.5
2/26/2020 Wed	Adyson	\$45.00	0.5
	Avery w Billy	\$45.00	0.5
	Kayley	\$45.00	0.5
	Sam	\$45.00	0.5
2/27/2020 Thurs	Kiki and Delaney	\$90.00	1
	Chloe	\$45.00	0.5
	MJ	\$45.00	0.5
3/1/2020 Sun	Jordan	\$90.00	1
	Skyla	\$45.00	0.5
	Miley	\$45.00	0.5
	Tahoe Team	\$90.00	1
3/2/2020 Mon	Hannah w Travis	\$45.00	0.5
	Bella	\$45.00	0.5
3/3/2020 Tues	Jaelee	\$45.00	0.5
	Madison	\$45.00	0.5
	Zoe	\$45.00	0.5
	Hailey w Stefanie	\$45.00	0.5
	Cameron	\$45.00	0.5
	Angelee	\$45.00	0.5
3/4/2020 Wed	Jenna	\$45.00	0.5
	Adyson	\$45.00	0.5
	Kiki	\$45.00	0.5
	Hannah Irwin	\$45.00	0.5
	Lily	\$45.00	0.5
	Kayley	\$45.00	0.5
	Sam	\$45.00	0.5
3/5/2020 Thurs	Chloe	\$45.00	0.5
	Kaylah	\$45.00	0.5

	Evelyn	\$45.00		0.5
3/8/2020 Sun	Emily w Karl	\$45.00		0.5
	Kady	\$90.00		1
	Susanville Coaches Clinic	\$90.00		1
	Klanna	\$45.00		0.5
	Shannen	\$45.00		0.5
3/10/2020 Tues	Laci	\$45.00		0.5
	Jaelee	\$45.00		0.5
	Lexie	\$45.00		0.5
	Madison	\$45.00		0.5
	Zoe	\$45.00		0.5
	Cameron	\$45.00		0.5
	Hailey w Stefanie	\$45.00		0.5
	Angelee	\$45.00		0.5
3/11/2020 Wed	Adyson	\$45.00		0.5
	Kiki and Delaney	\$90.00		1
	Lily	\$45.00		0.5
	Charlotte	\$45.00		0.5
3/12/2020 Thurs	Chloe	\$45.00		0.5
	Kaycn	\$45.00		0.5
3/15/2020 Sun	Kaitlyn Brannon	\$75.00		1
	Allison	\$45.00		0.5
	Shayana	\$90.00		1
	Emily w Karl	\$45.00		0.5
	Aspen	\$90.00		1
	Aubrey	\$90.00		1
3/17/2020 Tues	Laci	\$45.00		0.5
	Jaelee	\$45.00		0.5
	Lexie	\$45.00		0.5
	Madison	\$45.00		0.5
	Zoe	\$45.00		0.5
	Hailey w Stefanie	\$45.00		0.5
	Hannah	\$45.00		0.5
	Angelee	\$45.00		0.5
4/25/2020 Sat	Zoe	\$45.00	Venmo	0.5 Zoom
4/26/2020 Sun	Madison	\$45.00	Venmo	0.5 Zoom
4/28/2020 Tues	Hailey Mclean	\$45.00	Venmo	0.5 Zoom
4/30/2020 Thurs	Jaelee	\$45.00	Zelle	0.5 Zoom
5/1/2020 Fri	Staci	\$45.00	venmo	0.5 zoom
	Zoe	\$45.00	venmo	0.5 zoom
5/3/2020 Sun	Hannah w Travis	\$90.00	venmo (cr \$45)	0.5 zoom
5/7/2020 Thurs	Aspen	\$45.00	venmo	0.5 zoom
	Lily	\$45.00	venmo	0.5 zoom
	Evelyn	\$45.00	venmo	0.5 zoom
5/11/20 Mon	Jordan	\$90.00	check	1
	Avery w Billy	\$45.00	cash	0.5
	Hannah	\$0.00	venmo	0.5
	Kaycn	\$45.00	venmo	0.5

	Bella	\$45.00	check 2003	0.5
5/12/20 Tues	Jaelee	\$45.00	zelle	0.5
	Halley with Stefanie	\$45.00	venmo	0.5
	Kaylah	\$45.00	venmo	0.5
	miley	\$45.00	venmo	0.5
	angelee	\$45.00	cash	0.5
	staci	\$45.00	venmo	0.5
	Halley Mclean	\$45.00	venmo	0.5
	Cameron	\$90.00	venmo cr 45	0.5
5/13/20 Wed	Kiki and Delaney	\$90.00	venmo	1
	Lily	\$45.00	venmo	0.5
	MJ	\$45.00	venmo	0.5
	Charlotte	\$45.00	venmo	0.5
5/14/20 thurs	Avery w Billy	\$45.00		0.5
	Evelyn	\$45.00	venmo	0.5
	Jenna	\$45.00		0.5
	Shannen	\$45.00		0.5
5/17/20 Sun	Zoe	\$45.00		0.5
	Kady	\$90.00		1
	Emily w Kari	\$45.00		0.5
	Kianna	\$90.00		1
	Aspen	\$90.00	venmo	1
5/19/20 tues	Kaylah	\$45.00	venmo	0.5
	Jaelee	\$45.00	zelle	0.5
	Avery w Billy	\$45.00	venmo	0.5
	Hailey w Stefanie	\$45.00	venmo	0.5
	Lily	\$45.00	venmo	0.5
	Staci	\$45.00	venmo	0.5
	Cameron	\$0.00	paid last time	0.5
	Angelee	\$45.00	check	0.5
5/21/20 thurs	kiki	\$45.00		0.5
	Avery w Billy	\$45.00		0.5
	Skyla	\$45.00		0.5
	Madison	\$45.00		0.5
	jenna	\$45.00		0.5
	kaycn	\$90.00		1
	shannen	\$45.00		0.5
5/26/20 Tues	Avery w Billy	\$45.00	venmo	0.5
	Jaelee	\$45.00	zelle	0.5
	Halley with Stefanie	\$45.00	venmo	0.5
	kaylah	\$45.00	venmo	0.5
	miley	\$45.00	venmo	0.5
	hannah	\$45.00	cash	0.5
	Cameron	\$90.00	venmo \$45 cr	0.5
	Staci	\$45.00	venmo	0.5
	Angelee	\$45.00	cash	0.5
	Madison	\$45.00	venmo	0.5
5/27/20 wed	Brianna Murphy	\$45.00	venmo	0.5

	kiki and delaney	\$90.00	venmo	1
	lily	\$45.00	venmo	0.5
	Charlotte	\$45.00	venmo	0.5
5/28/20 thurs	emily	\$45.00	venmo	0.5
	evelyn	\$45.00	venmo	0.5
	jenna	\$45.00	venmo	0.5
	hailey	\$45.00	venmo	0.5
5/31/20 sun	emilly	\$45.00	venmo	0.5
	kianna	\$45.00	venmo	0.5
Total Income:		\$15,135.00	Total Hours:	168

# **EXHIBIT 6**

6100 Neil Road, Suite 500  
Reno, Nevada 89511-1159  
775.688.3000  
woodburnandwedge.com



September 9, 2019

Via Email and Regular US Mail:

[kviloria@renonvlaw.com](mailto:kviloria@renonvlaw.com)

Kelli Ann Viloría, Esq.  
327 California Ave.  
Reno, NV 89505

**Re: Matkulak/Davis**

Dear Kelli:

If you exclude the one-time deferred payment of funds earned years earlier and acknowledge the roughly \$15,000 annual loss on the rentals, Mr. Matkulak's average monthly income is materially less than \$40,000 per month. To avoid a need to quibble about the exact monthly sum, I have used the \$40,000 figure in my child support calculations.

Ms. Davis's income and earning capacity is more difficult to verify. She works part time and, apparently, may not declare all of her income on her federal income tax returns. It appears that based on her part time work, her earnings or earning capacity is somewhere in the \$40,000 to \$60,000 per year range. What would it be if she chose to work full time?

At \$40,000 per month, Mr. Matkulak's presumptive child support obligation under the current formula would be less than \$1,200 per month, offset by \$125, which is one-half of the insurance premium. That sum would also be offset by Ms. Davis's earnings. Thus, his presumptive child support obligation would be between \$175 and \$475 per month (assuming she has a \$40,000 to \$60,000 annual income or earning capacity). The court would have the ability to deviate upwards. There is no way to predict what deviation the court would find appropriate.

Pursuant to the proposed new formula we assume (but can't guarantee) will be approved, Mr. Matkulak's support obligation, assuming the \$40,000 monthly income, would be \$2,480. That sum would be offset by one-half of the insurance premium and by the formula applied to her income/earning capacity. Again, using her \$40,000 to \$60,000 estimated income, his net child support obligation would be between \$1,555 and \$1,822. Because the new formula takes into account all of his income without any cap, I do not believe there is a viable argument to deviate upwards based on his income. The formula already takes into account his income.

Based on the foregoing, Mr. Matkulak proposes that his child support obligation set at \$1,700 per month.

In addition, Mr. Matkulak's intention is to establish a trust to benefit Bennett. He will agree to set up his estate plan to provide that if he passes during Bennett's minority, his trust will



continue to pay Ms. Davis child support until Bennett reaches the age of majority. The trustee of his trust would have discretion to pay additional bills and expenses that the trustee believes are appropriate and in Bennett's best interest.

Mr. Matkulak believes that when it comes to discretionary expenses, such as extra-curricular activities, both parents should have "skin in the game." However, based on the disparity in their respective incomes, Mr. Matkulak will agree to pay 2/3rds of Bennett's mutually acceptable extra-curricular activities.

Finally, if the parties mutually agree to use Child Garden for child care/preschool, Mr. Matkulak will agree to pay 2/3rds of the Child Garden costs.

We look forward to finalizing a child custody and support agreement promptly so that our clients can avoid the financial and emotional costs of contested litigation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shawn B Meador', written over the typed name.

Shawn B Meador, Esq.

Cc: T. Matkulak

# **EXHIBIT 7**



January 20, 2021

VIA EMAIL & US MAIL

Kevin Ryan, Esq.  
232 Court Street  
Reno, NV 89501  
[trialryan@aol.com](mailto:trialryan@aol.com)

Re: Matkulak v. Davis

Dear Kevin:

We have retained Damon Haroutunian, CPA, as an expert to testify, if necessary, in rebuttal to Ms. Salazar's testimony regarding Tony's income for purposes of child support. He has calculated that Tony's average annual income is \$468,755, and thus \$39,062.92 per month. His presumptive obligation under the statute, is \$2,442.52. Ms. Davis now claims that her monthly income is \$5,144.

By my math, the presumptive child support obligation would be \$1,651.16. The law provides that Bennett's needs would be met with this support obligation. This presumptive amount may be modified based on Bennett's specific needs AND economic circumstances of the parties. As set forth in Tony's Opposition to Ms. Davis's motion for interim fees, we do not believe that, at trial, she will be able to meet that burden.

Based on the forgoing, my client makes the following confidential settlement proposal:

1. Child support would be set at the sum of \$1,750 per month;
2. Tony will agree to pay two-thirds of Bennett's mutually acceptable extra-curricular activities.
3. Tony will agree that Kourtney may claim Bennett as a dependent in two out of three years and he will claim in third.
4. There will be a prevailing party fee clause.
5. Each party will bear their own fees and costs in this matter.

Kevin Ryan, Esq.  
January 20, 2021  
Page 2



Obviously if matter goes to trial Tony reserves the right to assert all arguments available to him under the law and will request an award of legal fees.

Sincerely,

Dictated but not read

Shawn B Meador, Esq.

Cc: T. Matkulak

# **EXHIBIT 8**



## View Message

**From: Kourtney Davis**

To: Tony Matkulak

[Details](#)

### Offer

Today at 02:58 PM

THIS IS AN OFFER OF RESOLUTION SENT TO YOU FOR THAT PURPOSE AND FOR NO OTHER USE OR REASON.

Tony, I wanted to reach out to you about getting this case settled for you, me, and most importantly for Bennett. I do not like this process as it is very uncomfortable for me, expensive, and stressful. I have a feeling it is for you as well. Hopefully we can get this resolved without additional costs, stress and time. We have a life of coparenting to do together and it would benefit us all to move on amicably.

This is not a fight for me Tony. You work hard, you have done well, and I am in no way trying to get at you or help myself in anyway. I would like however, what is fair to our son per the law. I am not sure what was said to you from our Judge during the settlement conference, but the offer I am going to give you is far less than what she thought was fair. She also was pretty clear to me that you would be paying all child





## View Message

the offer I am going to give you is far less than what she thought was fair. She also was pretty clear to me that you would be paying all child care costs. I am flexible here and want it to be in your favor as well. Going to trial would be so much more costly and the expenses do not outweigh the outcome.

Child support: \$2500

I will provide health insurance since it is no cost to either of us, which is great.

I will pay 1/3 of extra curricular activities and you pay 2/3.

I will pay 1/3 of unreimbursed expenses for Bennett's health care and you pay 2/3.

Daycare: You pay full daycare. This is something that I feel the judge was pretty set on and it wasn't a question. Again I do not know what she said to you and Shawn.

Hopefully this is something we can come to an agreement on soon. Please let me know your thoughts or suggestions in this matter. I am open to suggestions. Thank you and I look forward to getting this settled so we don't have to go to court and waste more money. We are





## View Message

---

Child support: \$2500

I will provide health insurance since it is no cost to either of us, which is great.

I will pay 1/3 of extra curricular activities and you pay 2/3.

I will pay 1/3 of unreimbursed expenses for Bennett's health care and you pay 2/3.

Daycare: You pay full daycare. This is something that I feel the judge was pretty set on and it wasn't a question. Again I do not know what she said to you and Shawn.

Hopefully this is something we can come to an agreement on soon. Please let me know your thoughts or suggestions in this matter. I am open to suggestions. Thank you and I look forward to getting this settled so we don't have to go to court and waste more money. We are at the point now where the costs are going to outweigh the result, as a financial advisor, I think you would agree.



# **EXHIBIT 9**

**BADER & RYAN, LTD.**  
**ATTORNEYS AT LAW**

TODD A. BADER  
KEVIN P. RYAN

---

A Nevada Professional Corporation  
232 Court Street  
Reno, Nevada 89501-2220  
Telephone (775) 322-5000  
Facsimile (775) 322-5484

April 15, 2020

**VIA US ELECTRONIC AND  
US MAIL**

Shawn B. Meador, Esq.  
Woodburn & Wedge  
6100 Neil Road, Ste. 500  
P.O. Box 2311  
Reno, NV 89511  
[smeador@woodburnandwedge.com](mailto:smeador@woodburnandwedge.com)

Re: *Kourtney Davis / Tony Matkulak*

Dear Shawn,

I hope this finds you well. This letter is sent to you for purposes of settlement, and for no other reason or use.

I have been retained by Kourtney Davis to establish custody, visitation, and child support with regard to our clients' son, Bennett.

I was provided with a copy of your letter dated September 9, 2019, to Mrs. Viloria, together with a copy of Mr. Matkulak's 2018 federal income tax return, and a copy of Ms. Davis's 2019, federal income tax return.

Based upon my understanding of this matter, the parties agree that they shall share joint legal and joint physical custody of their child. I believe there will be no issue in working out a final custodial schedule that includes holidays and summer. We will be seeking a 2-2-5 schedule with my client having Mondays and Tuesdays each week.

The sticking point appears to be child support. Your client earns substantial income, mine does not. This has been the dynamic since the parties met. My client has been a coach since the onset, and her present and historic earnings are approximately \$34,000.00 annually. Because of that fact, I do not believe the Court will impute additional income to her.

On the other hand, although I have not yet seen your client's 2019 income tax return, and I understand he also receives substantial rental income, as a financial planner it appears that he earns between \$450,000. and \$500,000.

Using your \$40,000. GMI figure from the letter I referenced above, after reduction for ½ of the health insurance premium (\$125.), and the offset for my client's child support obligation (\$453.) Your client's net child support obligation to mine equals **\$1,900.**

Shawn B. Meador, Esq.  
April 15, 2020  
Page -2-

I do not agree with your position that, "because the new formula takes into account all of his income without any cap, [you] do not believe there is a viable argument to deviate upwards based upon his income." If your position was accurate, there would have been no reason to include the deviation factors set forth at NAC 425.150(1). Of relevance for the Court to consider regarding an upward deviation are, "the relative income of both households" and "the obligor's ability to pay." Both factors support my client's request for a reasonable upward deviation.

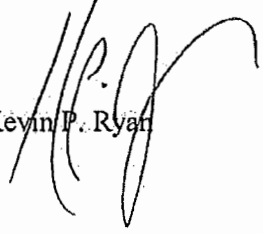
In summary, I believe the Court will grant an upward deviation in child support based upon the substantial disparity in the parties' incomes. While my client will agree to Mr. Matkulak's proposal that he pay 2/3 of agreed upon extracurricular activities and agreed upon child care, she will not agree to \$1,700. per month in child support. However, for settlement purposes only, commencing May 10, 2020, my client will agree to your client paying \$3,200. per month in child support. This amount accounts for the \$125. per month health insurance premium deviation and my client's child support obligation.

Finally, we also request that any Order Establishing Custody include a detailed non-disparagement clause, non-harassment clause which I will be happy to prepare.

Please let me know if this is acceptable to you and your client. If not, I have been directed to file a Petition to Establish Custody. Thank you for your consideration of the above.

Sincerely,

**BADER & RYAN, LTD.**



Kevin P. Ryan

KPR/lat  
Client No. 30812.000

*57*

*57*

1 **Code: 2610**

2 Kevin P. Ryan, Esq., NSB 4371

3 BADER & RYAN, LTD.

4 232 Court Street

5 Reno, Nevada 89501

6 (775) 322-5000

7 Attorneys for Kourtney L. Davis

8 IN THE FAMILY DIVISION

9 OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

10 IN AND FOR THE COUNTY OF WASHOE

11 \*\*\*

12 KOURTNEY L. DAVIS;

13 Petitioner,

14 vs.

15 TONY MATKULAK;

16 Respondent.

Case No.: FV20-00559

Dept. No.: 12

17 **NOTICE OF DISCLOSURE OF WITNESSES AND DOCUMENTS**  
18 **INTENDED FOR USE AT MARCH 11, 2021, TRIAL (WDCR 47)**

19 Petitioner, KOURTNEY L. DAVIS, by and through her undersigned counsel, hereby submits the following  
20 designation of witnesses and documents in accordance with WDCR 47:

21 **A. Witnesses Expected to be Presented:**

- 22 1. Kourtney L. Davis  
23 c/o Bader & Ryan, Ltd.  
24 232 Court Street  
25 Reno, Nevada 89501  
26 (775) 322-5000

27 Ms. Davis is expected to testify regarding the allegations set forth in the pleadings on file herein.

- 28 2. Tony Matkulak  
c/o Shawn B. Meador, Esq.  
Woodburn & Wedge  
6100 Neil Road, Ste. 500  
Reno, NV 89505  
(775) 688-3000

Mr. Matkulak is expected to testify regarding the allegations set forth in the pleadings on file herein.

...

3. Brian Davis  
605 Meadow Rock Lane  
Reno, NV 89511  
(775) 771-7998  
[urbdavis@gmail.com](mailto:urbdavis@gmail.com)

Mr. Davis is expected to testify regarding the allegations set forth in the pleadings on file herein. Mr. Davis is also expected to testify regarding the amount money spent for attorney's fees and costs.

4. Michelle L. Salazar, CPA/ABV, CVA, CFE  
President, Litigation and Valuation Consultants, Inc.  
5488 Reno Corporate Drive, Suite 200  
Reno, Nevada 89511  
(775) 825-7982

Ms. Salazar is expected to testify regarding relevant financial matters, incomes of the parties, perform a business valuation.

5. Rebuttal and Impeachment Witnesses.

6. All witnesses identified by all other parties in this case.

**B. Documents and Exhibits Expected to be Offered Into Evidence:**

A	Text Message Correspondence	DAV000205-DAV000213
B	Email Correspondence	DAV000214-DAV000215
C	Promissory Note	DAV000216-DAV000217
D	Expert Witness Report	DAV000218-DAV000223
E	Respondent's Initial FDF (f/s 6/25/2020)	DAV000224-DAV000243
F	Respondent's Settlement Conference Statement	DAV000244-DAV000249
G	Petitioner's Proposed Holiday Schedule	DAV000250-DAV000251
H	Audio Recordings / Video (in attached flash drive)	

**AFFIRMATION PURSUANT TO NRS 239B.030**

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DATED this 8<sup>th</sup> day of March, 2021.

**BADER & RYAN, LTD.**

By: \_\_\_\_\_

Kevin P. Ryan, Esq.  
232 Court Street  
Reno, NV 89501  
(775) 322-5000  
Attorneys for Kourtney L. Davis

**CERTIFICATE OF SERVICE**

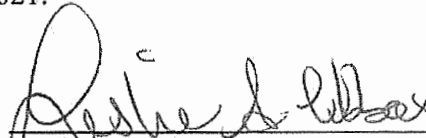
Pursuant to NRCP 5(b), I hereby certify that I am an employee of Bader & Ryan, Ltd., and that on the date set forth below, I served a true copy of the foregoing document on the party(ies) identified below by:

\_\_\_\_\_ Placing an original or true copy thereof in a sealed envelope, postage prepaid, placed for collection and mailing in the US Mail at Reno, Nevada.  
\_\_\_\_\_ Personal delivery  
\_\_\_\_\_ Federal Express or other overnight delivery  
\_\_\_\_\_ Certified Mail Return Receipt Requested  
XXX Electronic Service via ECF System.

addressed to:

Shawn B. Meador, Esq.  
Woodburn & Wedge  
6100 Neil Road, Ste. 500  
PO Box 2311  
Reno, NV 89505

**DATED** this Feb day of March, 2021.

  
\_\_\_\_\_  
Leslie A. Tibbals

FILED  
Electronically  
FV20-00559  
2021-03-08 03:20:48 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 8330918 : sacordag

**EXHIBIT “A”**

**EXHIBIT “A”**

To: Kourtney Davis

Details

**Re: Bennett**

Today at 05:23 AM

FYI, Bennett did have a nightmare around 1am with me on one of the nights. It was not a night terror because when I asked him about it the next morning he remembered that he was screaming. He said he was worried about a fire and the fire alarms. If you do any dream analysis this is what comes up:

To hear a fire alarm in a dream indicates a warning. Someone is trying to make you do something that you are not happy with. ... If the fireplace fire was out of control, this indicates dangerous or uncontrollable emotions at home. I will start taking Bennett to play therapy.

3:12



Tony Matkulak >

He is up, see you at 2:30



Mon, Aug 3, 3:35 PM

Ok, regarding the bill for Bennetts urgent care. You need to go through the attorneys as we have agreed upon in the past for expenses like these. Your conclusion that I will pay half maybe is not accurate based on law. You put Bennett at risk without my knowledge or consent. You told me you were going to urgent care without my consent. You will be setting a precedent with your demands and as long as you are agreeable that these emergencies will be consistent on both sides of the table then I would send your request through our attorneys. Best wishes. Tony M.

Tue, Aug 4, 3:34 PM



iMessage



3:14



Tony Matkulak >

...I do pay Bennetts health insurance. My attorney should have given the info to your attorney

Yes I am aware thank you

May 8, 2019, 7:12 AM

8?



May 8, 2019, 1:07 PM

Kourtney, regarding the bill, just like I have told you in the past, at this time I think that all financial issues and concerns should be handled through counsel. I remain hopeful that we will get to resolution of issues soon so that we can thoughtfully and respectfully co-parent without the need for or expense of lawyers.



iMessage



DAV000207

VOLUME V

AA000680



Tony Matkulak &gt;

I have it

I am still 10 minutes away. Sorry

Ok

Dang I have 20 min to get ready

Nearly there

It's been 45 min

It is weird that You are always stressed, rushed, and in a bad mood when you really have no responsibility, no job, no assets, and no investments to worry or stress about. I wonder why that is

You really have nothing to be nervous about

Saturday 1:54 PM

When can i get Bennett ?



iMessage



Fyi twice today in front of Bennett your behavior was not ok. Please be more mindful of your words in front of him please and thank you. We need to be better at that

Lol

10 years of counseling and this is the best you have

Not sure what you are referring too. But it is true that we need to be better at what we say around Bennett. It's a work in progress co parenting.

Today 9:20 PM

Saturday sept 14th we have a birthday party 1230-2. Letting you know in advance

Delivered

You still don't get it do you.

DAV000209

VOLUME V

AA000682

of him please and thank you. We need to be better at that

Lol

10 years of counseling and this is the best you have

Not sure what you are referring too. But it is true that we need to be better at what we say around Bennett. It's a work in progress co parenting.

Today 9:20 PM

Saturday sept 14th we have a birthday party 1230-2. Letting you know in advance

Delivered

You still don't get it do you.

Unaware

Soon you will be aware

I don't wanna FaceTime him because he will cry. Just wanted to know how he is being ?

Yesterday 6:19 PM

He has been really good

Awesome thanks. He was really good this week. It will be good to have him longer stretches with new schedule. I feel he did well in one place for a longer stretch. The stability will be good for him.

The judge will decide what schedule is best for Bennett. Nice effort.

Yes the same schedule we all believe will be best for Bennett. I do not think there is disagreement there with anyone involved.

Glad he is doing good. See him tomorrow morning

DAV000211 Delivered

Yesterday 3:05 PM

Let me know how he is after  
you get him

Please and thanks

Bennett is good

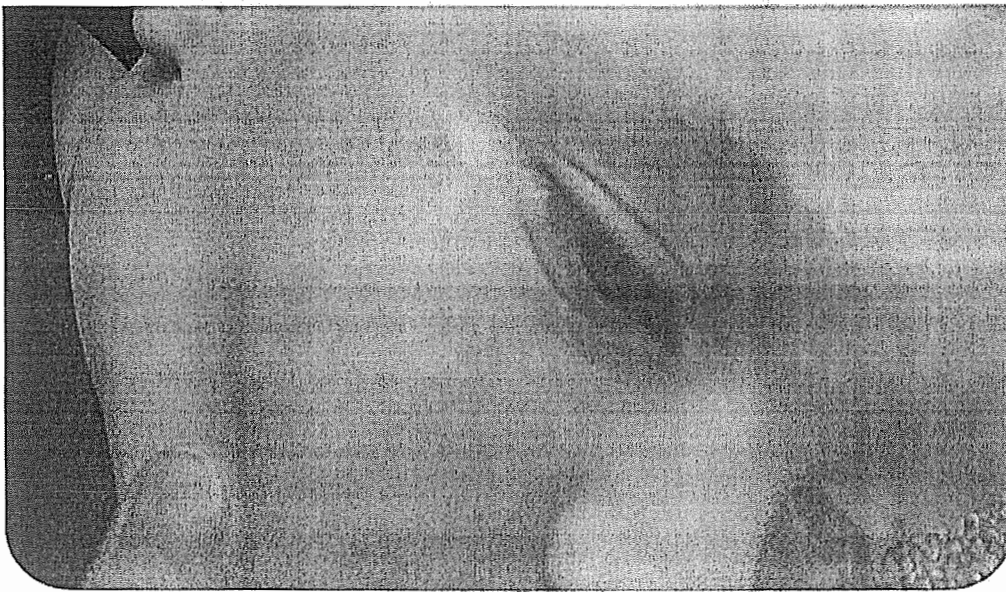
Thanks

Delivered

Today 3:11 AM

You need to stop sleeping with  
Bennett and go back to the  
sleep therapy. He says he is  
sleeping with you. I am buying  
ear plugs today and I am going  
to let him cry throughout the  
hole night from now on.

Comfort him. He is going  
through major changes right



What happened under his right eye?

The video was not meant to be funny, either is his eye. You are not aware of the impact of what you are doing to my son and his body budget.

Your video was not funny but I gave you the curtesy "funny" like always. It is in our child's best interest to not bad mouth a parent in front of him. He fell running.

I have never bad mouthed you.

Feed him properly please.

## **EXHIBIT “B”**

## **EXHIBIT “B”**

From: trialryan@aol.com,  
To: smeador@woodburnandwedge.com,  
Bcc: coachkourtney.davis@gmail.com,  
Subject: Re: Matkulak  
Date: Mon, Dec 21, 2020 12:20 pm

Attachments:

---

Hi Shawn:

I will pass this along to Kourtney.

Have a good holiday!

Kevin P. Ryan, Esq.  
**Bader & Ryan, Ltd.**  
232 Court Street  
Reno, Nevada 89501  
(775)322-5000  
(775)322-5484 (facsimile)

NOTICE: Information contained in this transmission is attorney privileged and confidential. It is intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please do not print, copy, transmit, disseminate, or otherwise use the information; and, please immediately notify us by telephone. Thank you.

-----Original Message-----

From: Shawn Meador <smeador@woodburnandwedge.com>  
To: trialryan@aol.com <trialryan@aol.com>  
Sent: Thu, Dec 17, 2020 1:29 pm  
Subject: Matkulak

Kevin

Contested litigation between parents never helps them co-parent effectively and respectfully.

Kourtney's position is deviate upward. Tony's legal position is deviate downward.

I don't think Kourtney's testimony would justify a court making a finding that Bennett's needs are not being met and under new statute, deviation has to be based on both Bennett's needs AND parents' financial circumstances – thus, the questions about difference between “and” and “or.” LOL.

Her counting taxes twice, making only one retirement contribution not two etc., adjust her offset modestly. Bigger change in offset is her increased salary. I would also argue that it is waste to pay \$1,950/mo rent when she

has a home, that she is renting at a loss, that would only cost her the \$1,275 or whatever it is mortgage payment. She could sell her Keystone home and buy a home in a different neighborhood if she doesn't like Keystone. Given that Judge Unsworth grew up on Yori, a pretty standard middle class neighborhood I don't think she will believe it is harmful to children to grow up in Double Diamond. In fact, given the relative world family court judges live in where some of the people before them live on the street or from weekly motel to weekly motel, not sure the "Double Diamond ain't good enough for my son" will get much traction.

My best guess is that Unsworth just applies the formula and doesn't deviate up or down, although we will both make our best pitch for deviation up or down.

That being said, given the emotional and financial costs of contested litigation between parents, if you will please speak with Kourtney and get me her best offer I will see if I can get him to consider to bring it to resolution.

Thanks

Shawn

**Shawn B Meador**



Woodburn and Wedge  
6100 Neil Road, Suite 500  
Reno, Nevada 89511-1159  
775.688.3000  
[smeador@woodburnandwedge.com](mailto:smeador@woodburnandwedge.com)

**EXHIBIT “C”**

**EXHIBIT “C”**

**PROMISSORY NOTE**

**BORROWER:** KOURTNEY L. DAVIS OF 1601 ROCKY COVE LANE, RENO, NEVADA 89521 (the "Borrower")

**LENDER:** Brian Davis OF 605 Meadow Rock, Reno, Nv  
RENO, NEVADA (the "Lender")

**TOTAL AMOUNT:** \$ 16,000.00 USD.  
(For Attorney Fees and Costs)

1. FOR VALUE RECEIVED, The Borrower promises to pay to the Lender at such address as may be provided in writing to the Borrower, the principal sum of \$ 16,000.00 USD, all principal due without interest on conclusion of the closing of Establishment of Custody matter.

2. The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Note as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.

3. If any term, covenant, condition or provision of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intention that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.

4. This Note will be construed in accordance with and governed by the laws of the State of Nevada.

...

...

...

DAV000216

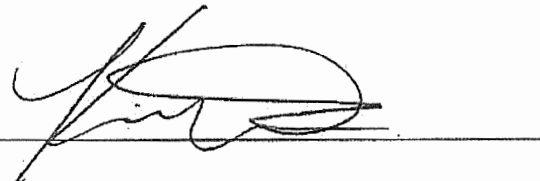
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5. This Note will ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrower and the Lender. The Borrower waives presentment for payment, notice of non-payment, protest and notice of protest.

DATED this 28 day of May, 2020.

DATED this 28 day of May, 2020.

A handwritten signature in black ink, appearing to read 'Kourtney L. Davis', written over a horizontal line.

KOURTNEY L. DAVIS (Borrower)

A handwritten signature in black ink, appearing to read 'Brea', written over a horizontal line.

(Lender)

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2021-03-08 03:20:48 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 8330918 : sacordag

**EXHIBIT “D”**

**EXHIBIT “D”**

March 3, 2021

Kevin Ryan, Esq.  
Bader & Ryan, Ltd.  
232 Court Street  
Reno, Nevada 89501

**Re: Davis v. Matkulak**

Dear Mr. Ryan,

Litigation and Valuation Consultants, Inc. was asked to determine the gross income available to Anthon Matkulak (Matkulak) and Kourtney Davis (Davis) regarding a request by Kourtney Davis for an upward deviation in child support. Matkulak and Davis have one child, and the current child support being paid by Matkulak to Davis is \$1,849 per month, which includes a \$50 per month downward deviation for the child's swim lessons.

In August 2019, the Department of Health & Human Services, Division of Welfare and Supportive Services, amended Chapter 425 of the Nevada Administrative Code (NAC) by adding provisions including Section 4. Section 4 is the definition of "Gross Income," which includes, without limitation, the following:

- a. Salary and wages, including, without limitation, money earned from overtime pay if such overtime pay is substantial, consistent and can be accurately determined,
- b. Interest and investment income, not including the principal,
- c. Social Security disability benefits and old-age insurance benefits under federal law,
- d. Any periodic payment from a pension, retirement plan or annuity which is considered remuneration for employment,
- e. Net proceeds resulting from workers' compensation or other personal injury awards intended to replace income,
- f. Unemployment insurance,
- g. Income continuation benefits,
- h. Voluntary contributions to a deferred compensation plan, employee contributions to an employee benefit or profit-sharing plan, and voluntary employee contributions to any pension or retirement account, regardless of whether the account provides for tax deferral or avoidance,
- i. Military allowances and veterans' benefits,
- j. Compensation for lost wages,

- k. Undistributed income of a business entity in which a party has an ownership interest sufficient to individually exercise control over or access the earnings of the business, unless the income is included as an asset for the purposes of imputing income. Undistributed income means federal taxable income of a business entity plus depreciation claimed on the federal income tax returns of the business less a reasonable allowance for economic depreciation,
- l. Childcare subsidy payments if a party is a childcare provider,
- m. Alimony, and
- n. Except as otherwise provided in subsection 2, all other income of a party, regardless of whether such income is taxable.

The term, Gross Income, does not include child support received.

**Gross Income Available to Matkulak**

Matkulak has several sources of income which are included within the definition of Gross Income in Section 4 of NAC Chapter 425, including: salary and wages from Morgan Stanley, interest and investment income, voluntary contributions to a deferred compensation plan, employee contributions to an employee benefit or profit-sharing plan, and voluntary employee contributions to any pension or retirement account, and income derived from residential rental properties.

The gross income generated from Morgan Stanley is discussed in detail herein to provide the trier of fact with information reconciling Matkulak's year-end paycheck stub to the taxable wages and his taxable wages to the Medicare wages.

***Gross Pay Per Year-End Paycheck Stub***

Matkulak is an employee of Morgan Stanley. He received a year-end 2020 paycheck stub which reflects gross pay of \$402,857.10 (Bates #AM000945) as set forth in Schedule 1.

<b>SCHEDULE 1</b>	
<b>Summary of Gross Pay</b>	
<b>Using Morgan Stanley Paycheck Stub</b>	
2015 Growth Award Bonus	\$ 9,451.22
Incentive Compensation	353,526.12
MSCIP Distribution	4,051.64
Residual Shares	156.33
Salary Exempt	35,568.00
Vested Residual Shares	103.79
<b>Total Gross Pay Per Paycheck Stub</b>	<b><u>\$402,857.10</u></b>

*Taxable Wages Per Form W-2 Box 1*

The total gross pay per the 2020 year-end paycheck stub as summarized in **Schedule 1** is not reflected on Matkulak's Form W-2. LVC has reconciled the gross pay per **Schedule 1**, to the taxable wages as reported on Matkulak's Form W-2, box 1. In his Financial Disclosure Form filed February 4, 2021, on Exhibit 1, Matkulak utilizes his salaries and wages per box 1 of his 2020 W-2 totaling \$382,994.92 and then separately footnotes why \$26,000 (\$6,500 + \$810.33 + \$16,911.27 + \$1,778.40) in pre-tax contributions to his 401k should not be included in income. Based upon a telephone conversation with Matkulak's expert, he conceded that the footnote did not relate to the \$26,000 and instead was intended to footnote his concerns regarding deferred commissions.

Note that the taxable wages do not include any of the pre-tax deductions set forth on Matkulak's year-end paycheck stub set forth at **Bates #AM000945**. Therefore, the figure utilized by Matkulak does not include the pre-tax contributions to his 401k as discussed above and does not include the MSWM Cap commissions received which total \$70,705 (\$5,898.54 + \$64,806.68), rounded.

See **Schedule 2** for the reconciliation from gross pay per the 2020 year-end paycheck stub as compared to the taxable wages per 2020 Form W-2, box 1. The total taxable wages are \$382,994.92.

<b>SCHEDULE 2</b>	
<b>Summary of Taxable Wages (W-2 box 1)</b>	
<b>Using Matkulak's 2020 Morgan Stanley Form W-2</b>	
Gross Pay Per Check Stub ( <b>Schedule 1</b> )	\$402,857.10
Rest Stk Un Con FICA Sub	35,719.04
Restricted Stk Unit Conv	47,328.00
Pre-Tax - 401K Deduction - Catch	(6,500.00)
Pre-Tax - 401K Deduction - Bonus	(810.33)
Pre-Tax 401K Commission	(16,911.27)
Pre-Tax 401K Deduction - Regular Pay	(1,778.40)
Pre-Tax Dental Deduction	(372.00)
Pre-Tax MSWM Cap 2019 Commission	(5,898.54)
Pre-Tax MSWM Cap 2020 Commission	(64,806.68)
Pre-Tax Medical Deduction	(5,832.00)
<b>W-2 Box 1 - Taxable Wages</b>	<b>\$382,994.92</b>

*Medicare Wages Per Form W-2 Box 5*

It is important to note the difference between the compensation included in box 1 of a W-2 and box 5 of a W-2. The reconciliation from box 1 of the W-2 and box 5 of the W-2 (Medicare wages) is set forth in **Schedule 3**. Although certain pre-tax deductions are exempt from federal income taxes, they are not necessarily exempt from Medicare tax. Therefore, by using Medicare wages as the basis for the gross income figure, the gross per pay from the paycheck stub is included, as well as the \$26,000 in voluntary contributions to his 401k plan and MSWM Cap Commissions received. It does not include the Restricted Stock Unit Conversion income of \$47,328 or the vested residual shares of \$103.79. LVC has requested a

meeting with the Human Resources department at Morgan Stanley, to discuss the Capital Accumulation Program (Bates #AM000930-#AM000942), the vested residual shares, residual shares, and restricted stock as included in Matkulak's income. LVC has been unable to speak with Morgan Stanley as of the date of this letter. If LVC is able to speak with Morgan Stanley and it changes our analysis, we reserve the right to amend and/or supplement this letter.

<b>SCHEDULE 3</b>	
<b>Summary of Medicare Wages (W-2 box 5)</b>	
<b>Using Matkulak's 2020 Morgan Stanley Form W-2</b>	
W-2 Box 1 - Taxable Wages (Schedule 2)	\$382,994.92
401K Deduction - Catch	6,500.00
401K Deduction - Bonus	810.33
401K Commission	16,911.27
401K Deduction - Regular Pay	1,778.40
Restricted Stk Unit Conv	(47,328.00)
MSWM Cap 2020 Commission	64,806.68
MSWM Cap 2019 Commission	5,898.54
Vested Residual Shares	(103.79)
<b>W-2 Box 5 - Medicare Wages</b>	<b>\$432,268.35</b>

LVC believes that the commissions deferred by Matkulak in one year are then converted into restricted stock units three years later. As a result, LVC has assumed that the restricted stock units reported as income in 2020 are a result of the commissions deferred in 2017. Therefore, LVC has not included the pre-tax commissions in income. Instead, to account for the increase in value of the deferred commissions, LVC added the difference between the commissions deferred in 2017 and the value of the units reported as income in 2020 which resulted in additional income to Matkulak of \$23,324.92. Matkulak's expert conceded that this analysis is reasonable and appropriate.

<b>SCHEDULE 4</b>	
<b>Summary of Gross Income from Morgan Stanley</b>	
<b>Using Matkulak's 2020 Morgan Stanley Form W-2</b>	
W-2 Box 5 - Taxable Income (Schedule 2)	\$382,994.92
401K Deduction - Catch	6,500.00
401K Deduction - Bonus	810.33
401K Commission	16,911.27
401K Deduction - Regular Pay	1,778.40
Difference Between Deferred Commission/Units	23,324.92
<b>Gross Income - Morgan Stanley</b>	<b>\$432,319.84</b>

After utilizing the gross income from Morgan Stanley per **Schedule 4** and including the rental income and the investment income, Matkulak's gross monthly income before taxes is \$38,240 per month as shown in **Schedule 5**.

For Davis' gross monthly income, LVC utilized the income as reported by Davis on her Financial Disclosure Form filed January 6, 2021 of **\$5,144**.

When Matkulak and Davis' gross monthly income is added together, Matkulak's income is **88%** of the total and Davis' gross monthly income is **12%** of the total.

<b>SCHEDULE 5</b>			
<b>Summary of Gross Income Before Taxes</b>			
	<u>Matkulak</u>	<u>Davis</u>	<u>Total</u>
Medicare Wage (W-2 box 5) - Morgan Stanley Smith Barney, LLC (Schedule 3)	\$ 432,320	\$ -	\$ 432,320
Schedule E Rental Income (Loss)- 9900 Wilbur Way #3504 Reno, NV	(13,835)	-	(13,835)
Schedule E Rental Income - 9900 Wilbur Way #2601 Reno, NV	6,536	-	6,536
Schedule E Rental Income - 1081 University Ridge Reno, NV	4,755	-	4,755
Schedule E Rental Income - 10370 Cavalry Circle Reno, NV	6,337	-	6,337
Schedule E Rental Income - 10736 Misty Meadows Drive Reno, NV	686	-	686
Schedule E Rental Income - 2160 Alamo Square Way Reno, NV	1,975	-	1,975
Schedule E Rental Income - 1693 Broadstone Reno, NV	2,849	-	2,849
Schedule E Rental Income (Loss) - 9900 Wilbur Way #1206 Reno, NV	(2,142)	-	(2,142)
Schedule E Rental Income (Loss) - 4988 Rhine Wine Sparks, NV	(2,822)	-	(2,822)
Adjustment for Economic Depreciation on Personal Property Per Husband Expert	(3,301)		(3,301)
Wife FDF filed 1/6/2021	-	61,728	61,728
Tax Exempt Interest Income	872	-	872
Interest Income	4	-	4
Dividend Income	24,645	-	24,645
<b>Gross Income, Before Taxes - Annually</b>	<b>\$ 458,879</b>	<b>\$ 61,728</b>	<b>\$ 520,607</b>
<b>Gross Income, Before Taxes - Monthly</b>	<b>\$ 38,240</b>	<b>\$ 5,144</b>	<b>\$ 43,384</b>
<b>Percentage of Total</b>	<b>88%</b>	<b>12%</b>	<b>100%</b>

(Remainder of Page Intentionally Left Blank)

***Child Support Determination***

Using gross monthly income for Matkulak of \$38,240 and for Davis of \$5,144 per **Schedule 5**, the base child support calculation under Section 15 of NAC 425 is **\$1,586.56** due from Matkulak to Davis as set forth in **Schedule 6**.

<b>SCHEDULE 6</b>			
<b>Determination of Child Support Obligation with Joint Custody Under Revised NAC 425</b>			
Gross Monthly Income-Matkulak (Schedule 5)	\$ 38,240	Gross Monthly Income - Davis (Schedule 5)	\$ 5,144
Tier 1 (\$6,000 x 16%)	960.00	Tier 1 (\$5,144 x 16%)	823.04
Tier 2 (\$4,000 x 8%)	320.00	Tier 2	-
Tier 3 (\$28,240 x 4%)	1,129.60	Tier 3	-
Obligation Amount	<u>\$ 2,409.60</u>	Obligation Amount	<u>\$ 823.04</u>
↓			
Matkulak Obligation	\$ 2,409.60		
Less: Davis Obligation	(823.04)		
Base Child Support Obligation of Matkulak	<u>\$ 1,586.56</u>		

The payment of child support reduces Matkulak's gross monthly income and increases Davis' gross monthly income by a total of 4%.

If additional information is provided subsequent to the date of this letter, LVC reserves the right to amend and/or supplement this letter. If you have any questions or concerns, please do not hesitate to contact LVC.

Sincerely,

**LITIGATION AND VALUATION CONSULTANTS, INC.**

*Michelle Salazar*

Michelle Salazar, CPA/ABV, CVA, CFE, CDFA  
 President

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FV20-00559  
2021-03-08 03:20:48 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 8330918 : sacordag

**EXHIBIT “E”**

**EXHIBIT “E”**

MISC

Name: Shawn B Meador, Esq.  
Address: 6100 Neil Road, Ste 500  
Reno, NV 89511  
Phone: 775-688-3000  
Email: smeador@woodburnandwedge.com  
Attorney for Anthon Matkulak  
Nevada State Bar No. 338

Second Judicial District Court  
Washoe County, Nevada

<u>Kourtney L. Davis</u> Plaintiff / Petitioner, vs. <u>Tony Matkulak</u> Defendant / Respondent.	Case No. <u>FV20-00559</u>  Dept. <u>12</u>
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GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (first, middle, last) Anthon Matkulak
2. How old are you? 50
3. What is your date of birth? 11/24/69
4. What is your highest level of education? B.A. Business Marketing

B. Employment Information:

1. Are you currently employed/ self-employed? (☒ check one)  
☐ No  
☒ Yes If yes, complete the table below. Attached an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)
4/25/2008	Morgan Stanley	CFP	M-F	7am-4pm

2. Are you disabled? (☒ check one)

☒ No  
☐ Yes

If yes, what is your level of disability? \_\_\_\_\_  
What agency certified you disabled? \_\_\_\_\_  
What is the nature of your disability? \_\_\_\_\_

C. Prior Employment: If you are unemployed or have been working at your current job for less than 2 years, complete the following information.

Prior Employer: \_\_\_\_\_ Date of Hire: \_\_\_\_\_  
Date of Termination: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_

## Monthly Personal Income Schedule

### A. Year-to-date Income.

As of the pay period ending May 8th my gross year to date pay is 172,660.47.

\*A bonus paycheck dated March 31, 2020 is attached hereto. This represents an upfront bonus received many years ago as a loan. Mr. Matkulak was required to send a check to Morgan Stanley, after which taxes were taken and the money returned via a paystub.

### B. Determine your Gross Monthly Income.

Hourly Wage

	×		=		×	52	=		÷	12	=	
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

440,000	÷	12	=	36,666.67*
Annual Income		Months		Gross Monthly Income

\*Mr. Matkulak is a commissioned employee. The annual salary is an average of the prior four years of income.

### C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:			
Commissions or Tips:			
Net Rental Income:		-\$15,000	-\$1,250
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support			
Child Support			
Workman's Compensation			
Other: Investment	Yearly	\$30,000	\$2,500
Total Average Other Income Received			\$1,250

Total Average Gross Monthly Income (add totals from B and C above)	37,916.67
--	-----------

#### D. Monthly Deductions

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	
2.	Federal Health Savings Plan	
3.	Federal Income Tax	5,410
4.	Health Insurance Amount for you: 258.50 For Opposing Party: For your Child(ren):258.5	517
5.	Life, Disability, or Other Insurance Premiums	131.70
6.	Medicare	539.48
7.	Retirement, Pension, IRA, or 401(k)	2,166.67
8.	Savings	5,886
9.	Social Security	711
10.	Union Dues	
11.	Other: (Type of Deduction)	
Total Monthly Deductions (Lines 1-11)		15,361.85

#### Business/Self-Employment Income & Expense Schedule

##### A. Business Income:

What is your average gross (pre-tax) monthly income/revenue from self-employment or businesses?  
\$ 15,850

##### B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising			
Car and truck used for business			
Commissions, wages or fees			
Business Entertainment/Travel			
Insurance			
Legal and professional			
Mortgage or Rent Tax & Insurance			9,465.42
Pension and profit-sharing plans			
Repairs and maintenance Avg. 2018 & 2019	20,290		1,690
Supplies Depreciation*	69,624		5,805
Taxes and licenses (include est. tax payments)			
Utilities	5,282.96		440
Other: HOA Dues	25,144		2,095.33
Total Average Business Expenses			

\*Depreciation includes \$11,000 in improvements including new carpets and cabinets.

### Personal Expense Schedule (Monthly)

A. Fill in the table with the amount of money you spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me <input type="checkbox"/>	Other Party <input type="checkbox"/>	For Both <input type="checkbox"/>
Alimony/Spousal Support				
Auto Insurance	183	x		
Car Loan/Lease Payment				
Cell Phone	76	x		
Child Support (not deducted from pay)	1,900	x		
Clothing, Shoes, Etc...	500	x		
Credit Card Payments (minimum due)				
Dry Cleaning	30	x		
Electric	207	x		
Food (groceries & restaurants)	1,800	x		
Fuel	150	x		
Gas (for home)				
Health Insurance (not deducted from pay)				
HOA	40	x		
Home Insurance (if not included in mortgage)	110	x		
Home Phone				
Internet/Cable	238	x		
Lawn Care	600	x		
Membership Fees	113	x		
Mortgage/Rent/Lease				
Pest Control	75	x		
Pets				
Pool Service				
Property Taxes (if not included in mortgage)	641	x		
Security				
Sewer	40	x		
Student Loans				
Unreimbursed Medical Expense				
Water	150	x		
Other:				
<b>Total Monthly Expenses</b>	<b>6853</b>			



### Household Information

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attached a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship	Has this child been certified as special needs/disabled?
1 <sup>st</sup>	Bennett Matkaluk	5/3/18	Both	Yes	No
2 <sup>nd</sup>					
3 <sup>rd</sup>					
4 <sup>th</sup>					

- B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 <sup>st</sup> Child	2 <sup>nd</sup> Child	3 <sup>rd</sup> Child	4 <sup>th</sup> Child
Cellular Phone				
Child Care				
Clothing	200			
Education				
Entertainment				
Extracurricular & Sports	354			
Health Insurance (if not deducted from pay)	250			
Summer Camp/Programs				
Transportation Costs for Visitation	30			
Unreimbursed Medical Expenses				
Vehicle				
Other:	50			
<b>Total Monthly Expenses</b>	<b>884</b>			

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attached a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution

### Personal Asset and Debt Chart

A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line	Description of Asset and Debt Thereon	Gross Value		Total Amount Owed		Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.	Rental Property University Ridge	\$440,000	-	\$70,000	=	\$ 370,000	Anthon
2.	Rental Property 2601 Fleur De Lis	\$400,000	-	\$22,000	=	\$ 378,000	Anthon
3.	Rental Property 3504 FleurDeLis	\$330,000	-	\$76,000	=	\$ 254,000	Anthon
4.	Rental Property 1206 FluorDeLis	\$380,000	-	\$117,000	=	\$ 263,000	Anthon
5.	Renal Property- Broadstone	\$530,000	-	\$140,000	=	\$ 390,000	Anthon
6.	Rental Property - Cavalry	\$470,000	-	\$150,000	=	\$ 320,000	Anthon
7.	Rental- Misty Meadows	\$420,000	-	\$168,000	=	\$ 252,000	Anthon
8.	Rental - Alamo	\$430,000	-	\$171,000	=	\$ 259,000	Anthon
9.	401K	\$460,000	-	\$	=	\$ 460,000	Anthon
10.	IRA	\$310,000	-	\$	=	\$ 310,000	Anthon
11.	Deferred Comp	\$280,000	-	\$	=	\$ 280,000	Anthon
12.	Personal Accounts	\$870,000	-	\$	=	\$ 870,000	Anthon
13.	Roth IRA	\$32,000	-	\$	=	\$ 32,000	Anthon
14.	Personal Home	\$1,200,000	-	\$	=	\$ 1,200,000	Anthon
15.	BMW 750 (2016)	\$40,000	-	\$	=	\$ 40,000	Anthon
Total Value of Assets (add lines 1-15)		\$	-	\$	=	\$ 5,678,000	

B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
Total Unsecured Debt (add lines 1-6)		\$	

## CERTIFICATION

**Attorney Information:** Complete the following sentences:

1. I (have/have not) have retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$ 2,507<sup>50</sup> on my behalf.
3. I have a credit with my attorney in the amount of \$ 411<sup>53</sup>.
4. I currently owe my attorney at total of \$ 0.
5. I owe my prior attorney at total of \$ 0.

**IMPORTANT:** Read the following paragraphs carefully and initial each one if applicable.

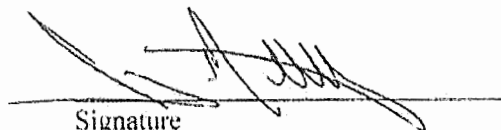
\_\_\_\_\_ This document does not contain the personal information of any person as defined by NRS 603A.040.

\_\_\_\_\_ I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

☒ I have attached a copy of my 3 most recent pay stubs to this form.

\_\_\_\_\_ I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.

\_\_\_\_\_ I have not attached a copy of my pay stubs to this form because I am currently unemployed.

  
Signature

6/25/20  
Date

**AFFIRMATION**  
**Pursuant to NRS 239B.030**

The undersigned does hereby affirm that the preceding document,

**General Financial Disclosure Form**

filed in case number:

☒ Document does not contain the social security number of any person

-OR-

☐ Document contains the social security number of a person as required by:

☐ A specific state or federal law, to wit:

\_\_\_\_\_

-or-

☐ For the administration of a public program

-or-

☐ For an application for a federal or state grant

-or-

☐ Confidential Family Court Information Sheet  
(NRS 125.130, NRS 125.230 and NRS 125B.055)

Date: June 25<sup>th</sup>, 2020

  
\_\_\_\_\_  
(Signature)

Kelly Albright  
Paralegal

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of the law offices of Woodburn and Wedge, 6100 Neil Rd., Suite 500, Reno, Nevada 89511, that I am over the age of 18 years, and that I served the foregoing document(s) described as:

**Respondent's General Financial Disclosure**

on the party set forth below by:

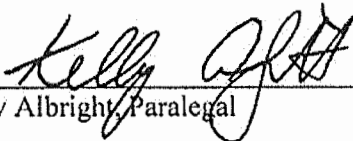
- \_\_\_\_\_ Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage prepaid, following ordinary business practices.
- \_\_\_\_\_ Personal delivery.
- X   Second Judicial Court E-Filing
- \_\_\_\_\_ Federal Express or other overnight delivery.

addressed as follows:

X Kevin P. Ryan, Esq.  
232 Court St.  
Reno, NV 89501

The undersigned affirms that this document contains no social security numbers

Dated this 25 day of June, 2020.

  
\_\_\_\_\_  
Kelly Albright, Paralegal

# Morgan Stanley

Anthon D Matkulak  
15100 Napoleon Drive  
Reno, NV 89511-4582

Morgan Stanley Smith Barney LLC  
Human Resources  
1 New York Plaza, 5th Floor  
New York, NY 10004  
212-276-5300

Check Date: May 08, 2020  
Check Number [REDACTED]  
Period Beginning Date: May 01, 2020  
Period Ending Date: May 10, 2020

Net Pay	18,679.11	Taxes	Current	Year-To-Date
BANK OF AMERICA, N.A. account ending in [REDACTED]	18,679.11	Federal Withholding Tax	-5,410.20	-42,267.26

Social Security Tax	0.00	-8,537.40
Medicare Tax	-502.53	-3,048.32

Earnings	Rate	Hours	Current	YTD Hours	YTD Amount
Incentive Compensation			30,739.80		147,212.94
GA15BNS			0.00		9,451.22
Residual Shares			0.00		88.67
MSCIP Distribution			0.00		4,051.64
Regular Pay			0.00	696.00	11,856.00
Exp. Reimbursement			0.00		836.22
<b>**Gross Pay</b>			<b>30,739.80</b>		<b>172,660.47</b>

Other Non-Cash Earnings	Current	Year-To-Date
Restricted Stk Unit Conversion	0.00	47,328.00
Rest Stk Unit Conv FICA Subj	0.00	35,719.04

Deductions	Current	Year-To-Date
*MSWM Cap Ded 2020 Commission	-6,147.96	-23,544.05
*Medical Deduction	0.00	-1,944.00
*Dental Deduction	0.00	-124.00
Long Term Disability	0.00	-526.80
*401(k) Deduction Commission	0.00	-16,911.27
*401(k) Deduction - Bonus	0.00	-810.33
*MSWM Cap Ded 2019 Commission	0.00	-5,098.54
*401(k) Deduction - Regular Pay	0.00	-1,778.40
*401(k) Catch Up Deduction	0.00	-6,500.00
* Excluded from federal taxable wages	0.00	

\*\*Reimbursements excluded from gross pay totals

For all salaried employees, the total regular hours displayed on your paycheck (86.67 for Full-Time) is 1/24th of your annualized standard work hours

Employee Data

Employee ID	[REDACTED]
Cost Center	[REDACTED]
Social Security Number	[REDACTED]
Federal Marital Status	Single or Head of Household
Federal Allowances	1
Federal Additional Amount	0.00

## Important Notes

You can run a balance report reflecting your Sick time entitlement, days used and remaining balance on your MyTime homepage.

DAV000233

VOLUME V

AA000711

# Morgan Stanley

Anthon D Matkulak  
15100 Napoleon Drive  
Reno, NV 89511-4582

Morgan Stanley Smith Barney LLC  
Human Resources  
1 New York Plaza, 5th Floor  
New York, NY 10004  
212-276-5300

Check Date: Apr 30, 2020  
Check Number: [REDACTED]  
Period Beginning Date: Apr 16, 2020  
Period Ending Date: Apr 30, 2020

Net Pay	1,041.82	Taxes	Current	Year-To-Date
BANK OF AMERICA, N.A. account ending [REDACTED]	1,041.82	Federal Withholding Tax	-98.09	-36,857.06

Social Security Tax	0.00	-8,537.40
Medicare Tax	-17.74	-2,545.79

Earnings	Rate	Hours	Current	YTD Hours	YTD Amount	Other Non-Cash Earnings	Current	Year-To-Date
Regular Pay	17.100	86.67	1,482.00	696.00	11,856.00			
GA15BNS			0.00		9,451.22	Restricted Stk Unit Conversion	0.00	47,328.00
Incentive Compensation			0.00		116,473.14	Rest Stk Unit Conv FICA Subj	0.00	35,719.04
Residual Shares			0.00		88.67			
MSDIP Distribution			0.00		4,051.64			
Exp. Reimbursement			0.00		836.22			
<b>**Gross Pay</b>			<b>1,482.00</b>		<b>141,920.67</b>			

Deductions	Current	Year-To-Date
*Medical Deduction	-243.00	-1,944.00
*Dental Deduction	-15.50	-124.00
Long Term Disability	-65.85	-526.80
*401(k) Deduction Commission	0.00	-16,911.27
*401(k) Deduction - Bonus	0.00	-810.33
*MSWM Cap Ded 2019 Commission	0.00	-5,898.54
*MSWM Cap Ded 2020 Commission	0.00	-17,396.09
*401(k) Deduction - Regular Pay	0.00	-1,778.40
*401(k) Catch Up Deduction	0.00	-6,500.00
* Excluded from federal taxable wages	0.00	

\*\*Reimbursements excluded from gross pay totals

For all salaried employees, the total regular hours displayed on your paycheck (86.67 for Full-Time) is 1/24th of your annualized standard work hours

Employee Data

Employee ID	[REDACTED]
Cost Center	[REDACTED]
Social Security Number	[REDACTED]
Federal Marital Status	Single or Head of Household
Federal Allowances	1
Federal Additional Amount	0.00

**Important Notes**  
You can run a balance report reflecting your Sick time entitlement, days used and remaining balance on your MyTime homepage.

DAV000234

VOLUME V

AA000712

# Morgan Stanley

Anthon D Matkulak  
15100 Napoleon Drive  
Reno, NV 89511-4582

Morgan Stanley Smith Barney LLC  
Human Resources  
1 New York Plaza, 5th Floor  
New York, NY 10004  
212-276-5300

Check Date: Apr 15, 2020  
Check Number: [REDACTED]  
Period Beginning Date: Apr 01, 2020  
Period Ending Date: Apr 15, 2020

Net Pay	1,041.82	Taxes	Current	Year-To-Date
BANK OF AMERICA, N.A. account ending in [REDACTED]	1,041.82	Federal Withholding Tax	-98.09	-36,758.97
		Social Security Tax	0.00	-8,537.40
		Medicare Tax	-17.74	-2,528.05

Earnings	Rate	Hours	Current	YTD Hours	YTD Amount	Other Non-Cash Earnings	Current	Year-To-Date
Regular Pay	17.100	86.67	1,482.00	608.00	10,374.00			
GA15BNS			0.00		9,451.22	Restricted Stk Unit Conversion	0.00	47,328.00
Incentive Compensation			0.00		116,473.14	Rest Stk Unit Conv FICA Subj	0.00	35,719.04
Residual Shares			0.00		88.67			
MSCIP Distribution			0.00		4,051.64			
Exp. Reimbursement			0.00		836.22			
<b>**Gross Pay</b>			<b>1,482.00</b>		<b>140,438.67</b>			

Deductions	Current	Year-To-Date
*Medical Deduction	-243.00	-1,701.00
*Dental Deduction	-15.50	-108.50
Long Term Disability	-65.85	-460.95
*401(k) Deduction Commission	0.00	-16,911.27
*401(k) Deduction - Bonus	0.00	-810.33
*MSWM Cap Ded 2019 Commission	0.00	-5,898.54
*MSWM Cap Ded 2020 Commission	0.00	-17,396.09
*401(k) Deduction - Regular Pay	0.00	-1,778.40
*401(k) Catch Up Deduction	0.00	-6,500.00
* Excluded from federal taxable wages	0.00	

\*\*Reimbursements excluded from gross pay totals

For all salaried employees, the total regular hours displayed on your paycheck (86.67 for Full-Time) is 1/24th of your annualized standard work hours

## Employee Data

Employee ID

Cost Center

Social Security Number

Federal Marital Status

Federal Allowances

Federal Additional Amount

Single or Head of Household

1

0.00

## Important Notes

You can run a balance report reflecting your Sick time entitlement, days used and remaining balance on your MyTime homepage.

DAV000235

VOLUME V

AA000713

# Morgan Stanley

Anthony D Matkulak  
15100 Napoleon Drive  
Reno, NV 89511-4582

Morgan Stanley Smith Barney LLC  
Human Resources  
1 New York Plaza, 5th Floor  
New York, NY 10004  
212-276-5300

Check Date: Apr 09, 2020  
Check Number [REDACTED]  
Period Beginning Date: Apr 01, 2020  
Period Ending Date: Apr 10, 2020

Net Pay	13,433.66	Taxes	Current	Year-To-Date
BANK OF AMERICA, N.A. account ending in [REDACTED]	13,433.66	Federal Withholding Tax	-3,890.98	-36,660.88
		Social Security Tax	0.00	-8,537.40
		Medicare Tax	-361.63	-2,510.31

Earnings	Rate	Hours	Current	YTD Hours	YTD Amount	Other Non-Cash Earnings	Current	Year-To-Date
Incentive Compensation			24,940.39		116,473.14			
GAI5BNS			0.00		9,451.22	Restricted Stk Unit Conversion	0.00	47,328.00
Residual Shares			0.00		88.67	Rest Stk Unit Conv FICA Subj	0.00	35,719.04
MSCIP Distribution			0.00		4,051.64			
Regular Pay			0.00	520.00	8,892.00			
Exp. Reimbursement			0.00		836.22			
**Gross Pay			24,940.39		138,956.67			

Deductions	Current	Year-To-Date
*MSWM Cap Ded 2020 Commission	-4,988.08	-17,396.09
*401(k) Deduction Commission	-2,266.04	-16,911.27
*Medical Deduction	0.00	-1,458.00
*Dental Deduction	0.00	-93.00
Long Term Disability	0.00	-395.10
*401(k) Deduction - Bonus	0.00	-810.33
*MSWM Cap Ded 2019 Commission	0.00	-5,898.54
*401(k) Deduction - Regular Pay	0.00	-1,778.40
*401(k) Catch Up Deduction	0.00	-6,500.00
* Excluded from federal taxable wages	0.00	

\*\*Reimbursements excluded from gross pay totals

For all salaried employees, the total regular hours displayed on your paycheck (86.67 for Full-Time) is 1/24th of your annualized standard work hours

Employee Data

Employee ID [REDACTED]

Cost Center [REDACTED]

Social Security Number [REDACTED]

Federal Marital Status [REDACTED]

Federal Allowances 1

Federal Additional Amount 0.00

## Important Notes

You can run a balance report reflecting your Sick time entitlement, days used and remaining balance on your MyTime homepage.

DAV000236

VOLUME V

AA000714

# Morgan Stanley

Anthon D Matkulak  
15100 Napoleon Drive  
Reno, NV 89511-4582

Morgan Stanley Smith Barney LLC  
Human Resources  
1 New York Plaza, 5th Floor  
New York, NY 10004  
212-276-5300

Check Date: Mar 31, 2020  
Check Number [REDACTED]  
Period Beginning Date: Mar 16, 2020  
Period Ending Date: Mar 31, 2020

Net Pay	6,715.05	Taxes	Current	Year-To-Date
BANK OF AMERICA, N.A. account ending in [REDACTED]	6,715.05	Federal Withholding Tax	-2,079.27	-20,428.47

		Social Security Tax	-519.86	-8,537.40
		Medicare Tax	-137.04	-2,012.11

Earnings	Rate	Hours	Current	YTD Hours	YTD Amount	Other Non-Cash Earnings	Current	Year-To-Date
GA15BNS			9,451.22		9,451.22	Rest Stk Unit Conv FICA Subj	0.00	26,301.04
Incentive Compensation			0.00		91,532.75			
Residual Shares			0.00		88.67			
MSCIP Distribution			0.00		4,051.64			
Regular Pay			0.00	520.00	8,892.00			
Exp. Reimbursement			0.00		836.22			
<b>**Gross Pay</b>			<b>9,451.22</b>		<b>114,016.28</b>			

Deductions	Current	Year-To-Date
*Medical Deduction	0.00	-1,458.00
*Dental Deduction	0.00	-93.00
Long Term Disability	0.00	-395.10
*401(k) Deduction Commission	0.00	-14,645.23
*401(k) Deduction - Bonus	0.00	-810.33
*MSWM Cap Ded 2019 Commission	0.00	-5,898.54
*MSWM Cap Ded 2020 Commission	0.00	-12,408.01
*401(k) Deduction - Regular Pay	0.00	-1,778.40
*401(k) Catch Up Deduction	0.00	-6,500.00
* Excluded from federal taxable wages	0.00	

\*\*Reimbursements excluded from gross pay totals

For all salaried employees, the total regular hours displayed on your paycheck (86.67 for Full-Time) is 1/24th of your annualized standard work hours

## Employee Data

Employee ID	[REDACTED]
Cost Center	[REDACTED]
Social Security Number	[REDACTED]
Federal Marital Status	Single or Head of Household
Federal Allowances	1
Federal Additional Amount	0.00

## Important Notes

You can run a balance report reflecting your Sick time entitlement, days used and remaining balance on your MyTime homepage.

DAV000237

VOLUME V

AA000715

# Morgan Stanley

Anthon D Matkulak  
15100 Napoleon Drive  
Reno, NV 89511-4582

Morgan Stanley Smith Barney LLC  
Human Resources  
1 New York Plaza, 5th Floor  
New York, NY 10004  
212-276-5300

Check Date: Mar 31, 2020  
Check Number: [REDACTED]  
Period Beginning Date: Mar 16, 2020  
Period Ending Date: Mar 31, 2020

Net Pay	705.13	Taxes	Current	Year-To-Date
BANK OF AMERICA, N.A. account ending in [REDACTED]	705.13	Federal Withholding Tax	-62.52	-20,428.47
		Social Security Tax	-75.86	-8,537.40
		Medicare Tax	-17.74	-2,012.11

Earnings	Rate	Hours	Current	YTD Hours	YTD Amount	Other Non-Cash Earnings	Current	Year-To-Date
Regular Pay	17.100	86.67	1,482.00	520.00	8,892.00			
GA15BNS			0.00		9,451.22	Rest Stk Unit Conv FICA Subj	0.00	26,301.04
Incentive Compensation			0.00		91,532.75			
Residual Shares			0.00		88.67			
MSCIP Distribution			0.00		4,051.64			
Exp. Reimbursement			0.00		836.22			
<b>**Gross Pay</b>			<b>1,482.00</b>		<b>114,016.28</b>			

Deductions	Current	Year-To-Date
*Medical Deduction	-243.00	-1,458.00
*Dental Deduction	-15.50	-93.00
*401(k) Deduction - Regular Pay	-296.40	-1,778.40
Long Term Disability	-65.85	-395.10
*401(k) Deduction Commission	0.00	-14,645.23
*401(k) Deduction - Bonus	0.00	-810.33
*MSWM Cap Ded 2019 Commission	0.00	-5,898.54
*MSWM Cap Ded 2020 Commission	0.00	-12,408.01
*401(k) Catch Up Deduction	0.00	-6,500.00
* Excluded from federal taxable wages	0.00	

\*\*Reimbursements excluded from gross pay totals

For all salaried employees, the total regular hours displayed on your paycheck (86.67 for Full-Time) is 1/24th of your annualized standard work hours.

## Employee Data

Employee ID

Cost Center

Social Security Number

Federal Marital Status

Federal Allowances

Federal Additional Amount

Single or Head of Household

1

0.00

## Important Notes

You can run a balance report reflecting your Sick time entitlement, days used and remaining balance on your MyTime homepage.

DAV000238

VOLUME V

AA000716

# Morgan Stanley

Anthony D Matkulak  
15100 Napoleon Drive  
Reno, NV 89511-4582

Morgan Stanley Smith Barney LLC  
Human Resources  
1 New York Plaza, 5th Floor  
New York, NY 10004  
212-276-5300

Check Date: Mar 13, 2020  
Check Number: [REDACTED]  
Period Beginning Date: Mar 01, 2020  
Period Ending Date: Mar 15, 2020

Net Pay	1,541.35	Taxes	Current	Year-To-Date
BANK OF AMERICA, N.A. account ending in [REDACTED]	1,541.35	Federal Withholding Tax	-62.52	-18,286.68
		Social Security Tax	-75.86	-7,941.68
		Medicare Tax	-17.74	-1,857.33

Earnings	Rate	Hours	Current	YTD Hours	YTD Amount	Other Non-Cash Earnings	Current	Year-To-Date
Regular Pay	17.100	86.67	1,482.00	424.00	7,410.00	Rest Stk Unit Conv FICA Subj	0.00	26,301.04
Incentive Compensation			0.00		91,532.75			
Residual Shares			0.00		88.67			
MSCIP Distribution			0.00		4,051.64			
Exp. Reimbursement			836.22		836.22			
<b>**Gross Pay</b>			<b>1,482.00</b>		<b>103,083.06</b>			

Deductions	Current	Year-To-Date
*Medical Deduction	-243.00	-1,215.00
*Dental Deduction	-15.50	-77.50
*401(k) Deduction - Regular Pay	-296.40	-1,482.00
Long Term Disability	-65.85	-329.25
*401(k) Deduction Commission	0.00	-14,645.23
*401(k) Deduction - Bonus	0.00	-810.33
*MSWM Cap Ded 2019 Commission	0.00	-5,898.54
*MSWM Cap Ded 2020 Commission	0.00	-12,408.01
*401(k) Catch Up Deduction	0.00	-6,500.00
* Excluded from federal taxable wages	0.00	

\*\*Reimbursements excluded from gross pay totals

For all salaried employees, the total regular hours displayed on your paycheck (86.67 for Full-Time) is 1/24th of your annualized standard work hours

## Employee Data

Employee ID

Cost Center

Social Security Number

Federal Marital Status

Federal Allowances

Federal Additional Amount

Single or Head of Household

1

0.00

## Important Notes

You can run a balance report reflecting your Sick time entitlement, days used and remaining balance on your MyTime homepage.

DAV000239

VOLUME V

AA000717

# Morgan Stanley

Anthon D Matkulak  
15100 Napoleon Drive  
Reno, NV 89511-4582

Morgan Stanley Smith Barney LLC  
Human Resources  
1 New York Plaza, 5th Floor  
New York, NY 10004  
212-276-5300

Check Date: Mar 10, 2020  
Check Number: [REDACTED]  
Period Beginning Date: Mar 01, 2020  
Period Ending Date: Mar 10, 2020

Net Pay	10,329.74	Taxes	Current	Year-To-Date
BANK OF AMERICA, N.A. account ending in [REDACTED]	10,329.74	Federal Withholding Tax	-3,440.80	-18,224.16
		Social Security Tax	-1,515.12	-7,865.82
		Medicare Tax	-354.35	-1,839.59

Earnings	Rate	Hours	Current	YTD Hours	YTD Amount	Other Non-Cash Earnings	Current	Year-To-Date
Incentive Compensation			24,437.51		91,532.75			
Residual Shares			0.00		88.67	Rest Slt Unit Conv FICA Subj	0.00	26,391.04
MSCIP Distribution			0.00		4,051.64			
Regular Pay			0.00	344.00	5,928.00			
<b>**Gross Pay</b>			<b>24,437.51</b>		<b>101,601.06</b>			

Deductions	Current	Year-To-Date
*MSWM Cap Ded 2020 Commission	-4,087.50	-12,408.01
*401(k) Deduction Commission	-3,910.00	-14,645.23
*Medical Deduction	0.00	-972.00
*Dental Deduction	0.00	-62.00
Long Term Disability	0.00	-263.40
*401(k) Deduction - Bonus	0.00	-810.33
*MSWM Cap Ded 2019 Commission	0.00	-5,890.54
*401(k) Deduction - Regular Pay	0.00	-1,185.60
*401(k) Catch Up Deduction	0.00	-6,500.00
* Excluded from federal taxable wages	0.00	

\*\*Reimbursements excluded from gross pay totals

For all salaried employees, the total regular hours displayed on your paycheck (88.67 for Full-Time) is 1/24th of your annualized standard work hours

## Employee Data

Employee ID

Cost Center

Social Security Number

Federal Marital Status

Federal Allowances

Federal Additional Amount

Single or Head of Household

1

0.00

## Important Notes

You can run a balance report reflecting your Sick time entitlement, days used and remaining balance on your MyTime homepage.

DAV000240

VOLUME V

AA000718

# Morgan Stanley

Anthon D Matkulak  
15100 Napoleon Drive  
Reno, NV 89511-4582

Morgan Stanley Smith Barney LLC  
Human Resources  
1 New York Plaza, 5th Floor  
New York, NY 10004  
212-276-5300

Check Date: Feb 28, 2020  
Check Number: [REDACTED]  
Period Beginning Date: Feb 16, 2020  
Period Ending Date: Feb 29, 2020

Net Pay	705.13	Taxes	Current	Year-To-Date
BANK OF AMERICA, N.A. account ending [REDACTED]	705.13	Federal Withholding Tax	-62.52	-14,783.36
		Social Security Tax	-75.86	-6,350.70
		Medicare Tax	-17.74	-1,485.24

	Rate	Hours	Current	YTD Hours	YTD Amount
Earnings					
Regular Pay	17.100	86.67	1,482.00	344.00	5,928.00
Incentive Compensation			0.00		67,095.24
Residual Shares			0.00		88.67
MSCIP Distribution			0.00		4,051.64
**Gross Pay			1,482.00		77,163.55

Other Non-Cash Earnings	Current	Year-To-Date
Rest Stk Unit Conv FICA Subj	0.00	26,301.04

Deductions	Current	Year-To-Date
*Medical Deduction	-243.00	-972.00
*Dental Deduction	-15.50	-62.00
*401(k) Deduction - Regular Pay	-296.40	-1,185.60
Long Term Disability	-65.85	-263.40
*401(k) Deduction Commission	0.00	-10,735.23
*401(k) Deduction - Bonus	0.00	-810.33
*MSWM Cap Ded 2019 Commission	0.00	-5,898.54
*MSWM Cap Ded 2020 Commission	0.00	-7,520.51
*401(k) Catch up Deduction	0.00	-6,500.00
* Excluded from federal taxable wages	0.00	
**Reimbursements excluded from gross pay totals		

## Employee Data

Employee ID

Cost Center

Social Security Number

Federal Marital Status

Federal Allowances

Federal Additional Amount

Single or Head of Household

1

0.00

## Important Notes

You can run a balance report reflecting your Sick time entitlement, days used and remaining balance on your MyTime homepage.

For all salaried employees, the total regular hours displayed on your paycheck (86.67 for Full-Time) is 1/24th of your annualized standard work hours

DAV000241

VOLUME V

AA000719

# Morgan Stanley

Anthon D Matkulak  
15100 Napoleon Drive  
Reno, NV 89511-4582

Morgan Stanley Smith Barney LLC  
Human Resources  
1 New York Plaza, 5th Floor  
New York, NY 10004  
212-276-5300

Check Date: Feb 14, 2020  
Check Number: [REDACTED]  
Period Beginning Date: Feb 01, 2020  
Period Ending Date: Feb 15, 2020

Net Pay	2,218.27	Taxes	Current	Year-To-Date
BANK OF AMERICA, N.A. account ending in [REDACTED]	2,218.27	Federal Withholding Tax	-713.09	-14,720.84

Social Security Tax	-251.20	-6,274.84
Medicare Tax	-58.75	-1,467.50

Earnings	Rate	Hours	Current	YTD Hours	YTD Amount
MSCIP Distribution			4,051.64		4,051.64
Incentive Compensation			0.00		67,095.24
Residual Shares			0.00		88.67
Regular Pay			0.00	264.00	4,446.00
<b>**Gross Pay</b>			<b>4,051.64</b>		<b>75,681.55</b>

Other Non-Cash Earnings	Current	Year-To-Date
Rest Stk Unit Conv FICA Subj	0.00	26,301.04

Deductions	Current	Year-To-Date
*401(k) Deduction - Bonus	-810.33	-910.33
*Medical Deduction	0.00	-729.00
*Dental Deduction	0.00	-46.50
Long Term Disability	0.00	-197.55
*401(k) Deduction Commission	0.00	-10,735.23
*MSWM Cap Ded 2019 Commission	0.00	-5,898.54
*MSWM Cap Ded 2020 Commission	0.00	-7,520.51
*401(k) Deduction - Regular Pay	0.00	-889.20
*401(k) Catch Up Deduction	0.00	-6,500.00
* Excluded from federal taxable wages	0.00	

\*\*Reimbursements excluded from gross pay totals

For all salaried employees, the total regular hours displayed on your paycheck (86.67 for Full-Time) is 1/24th of your annualized standard work hours

## Employee Data

Employee ID

Cost Center

Social Security Number

Federal Marital Status

Federal Allowances

Federal Additional Amount

Single or Head of Household

1

0.00

## Important Notes

You can run a balance report reflecting your Sick time entitlement, days used and remaining balance on your MyTime homepage.

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VOLUME V

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45 45 45

## Morgan Stanley Smith Barney

Loan ID number [REDACTED]

PLEASE NOTE THE FOLLOWING CHANGES TO THE COLLECTION PROCESS FOR PROMISSORY NOTE INSTALLMENT PAYMENTS:

- Please be aware that MSSB FA Notes Holdings LLC has assigned and transferred to Morgan Stanley Smith Barney LLC ("MSSB") the promissory note with the above referenced loan ID number.
- The address to send checks to has changed.
- If sending a check via First Class Mail (US Postal Service), please send the check to  
  
MORGAN STANLEY SMITH BARNEY LLC  
Dept 1216  
PO Box 121216  
Dallas TX 76312-1216
- If sending the check via Courier (UPS, FedEx, etc.), please send the check to  
  
MORGAN STANLEY SMITH BARNEY LLC  
PO Box 891216  
1501 North Plano Rd,  
Suite 100  
Richardson, TX 75081
- Please include the Loan ID number on the memo line of your check. Checks cut from the Branch MUST include the Loan ID number on the memo line. Please attach a copy of this email to your check before mailing out. TO ENSURE TIMELY PROCESSING, PLEASE DO NOT POST DATE YOUR CHECK.
- Checks that do not contain the Loan ID are not guaranteed to be processed on time which could result in withholding of bonus payments and future commissions. Exceptions cannot be made. Please do not send notes or special requests with your check repayment.

Please be advised that pursuant to a promissory note agreement between yourself and the Firm dated 03/15/2016, you have an installment payment which will become due on 03/15/2020. The amount of your payment due is \$9,451.22, inclusive of interest of \$271.71, calculated through the due date.

Your installment payment must be received no later than the installment due date of 03/15/2020. You may remit a cashier's, personal or certified check payable to Morgan Stanley Smith Barney.

If your payment is not received by the above-noted date of 03/15/2020, the Payroll Department will rely on the note agreement and initiate the Firm's right of recovery. In addition, interest will continue to accrue on any unpaid balance, at the rate stated on your note, until such balance is fully satisfied. Payroll will begin deductions from available compensation paid to you until the installment amount and additional interest, if any, are recovered in full. Such deductions will be made in the maximum amount available from any payment and within the shortest time possible.

Please be advised that employees of MSSB may not, directly or indirectly, use any loans or extensions of credit from Morgan Stanley Bank, N.A. or Morgan Stanley Private Bank, National Association, to repay an outstanding loan obligation with MSSB or any affiliated entity of MSSB, including but not limited to, employee loans (in whole or in part). In addition, you may not, directly or indirectly, use any other non-purpose loans or extensions of credit from MSSB to repay any employee loans (in whole or in part) with MSSB or any affiliated entity of MSSB. Appropriate alternative arrangements should be made to repay any loan obligations to MSSB prior to their due date.

If you would like up-to-date balance information on your outstanding promissory notes with the Firm, you may visit the Firm's Payroll Americas website.

Please be aware that if you leave the firm for any reason, the full outstanding balance on any promissory notes will immediately become due and payable to the firm.

If you have any questions, please do not hesitate to call the Field Service Group at 888-FSG-9999 and ask for the FA Compensation Desk.

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VOLUME V

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Jacqueline Bryant  
Clerk of the Court  
Transaction # 8330918 : sacordag

## **EXHIBIT “F”**

## **EXHIBIT “F”**

1 SHAWN B MEADOR  
2 NEVADA BAR NO. 338  
3 WOODBURN AND WEDGE  
4 6100 Neil Road, Suite 500  
5 Post Office Box 2311  
6 Reno, Nevada 89505  
7 Telephone: (775) 688-3000  
8 Facsimile: (775) 688-3088  
9 Attorneys for Defendant  
10 smeador@woodburnandwedge.com

11  
12 IN THE FAMILY DIVISION  
13 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
14 IN AND FOR THE COUNTY OF WASHOE

15 KOURTNEY L. DAVIS,

16 Petitioner,

CASE NO. FV20-00559

17 v.

DEPT. NO. 12

18 TONY MATKULAK,

19 Respondent.

20 **SETTLEMENT CONFERENCE STATEMENT**

21 I. **BACKGROUND**

22 Petitioner, Kourtney Davis (hereafter "Mother"), and respondent, Tony Matkulak  
23 (hereafter "Father"), were never married. They had a relationship of less than two years.  
24 They have one minor child, Bennett, born May 3, 2018 (hereafter "Bennett").

25 Mother and Father share joint legal and physical custody. The custodial time share  
26 has been resolved by agreement. The sole issue is what child support obligation is  
27 appropriate.

28 Although the parties were never married, Mother seeks alimony, in the guise of child  
support, based on this short relationship. Ironically, given the short length of the relationship  
and the facts that Mother never became financially dependent on Father and did not give up  
her education, employment or career as a result of the relationship, she would not have an  
alimony claim even if they had been married.

1           II.     PRESUMPTIVE CHILD SUPPORT OBLIGATION

2           Pursuant to the new child support statute, NAC Chapter 425, it is presumed that the  
3 basic needs of the child are met by the child support obligation calculated pursuant to the  
4 statutory formula. Id. at Section 2. However, the presumption may be rebutted by evidence  
5 that the needs of a particular child are not met or are exceeded by the formula support amount.  
6 Id.

7           Here, it cannot be disputed that Bennett's needs would be far exceeded by the  
8 statutory child support obligation. And yet, Mother asks this Court to adopt an upward  
9 deviation because Father works hard, full-time, and earns more than her. The upward  
10 modification she seeks, necessarily, is not about Bennett's needs but Mother's desire to be  
11 supported by Father.

12           An upward deviation on a higher earner made sense in many cases before adoption of  
13 the new child support formula, because the obligor's obligation was capped and, as a result,  
14 did not take into account all of the obligor's income. Under the new formula, however, every  
15 dollar of the obligor's income is already taken into account by the formula. The Nevada  
16 Legislature has already determined how to take into account the higher earner's greater  
17 income. The question is simply whether Bennett's needs are met or exceeded by that  
18 presumptive obligation.

19           This Court may make an adjustment in the child support obligation only based on the  
20 specific needs of the child. Id. at Section 17. Here, Mother's financial declaration reflects  
21 that Bennett's specific needs are met with a child support award that is substantially less than  
22 the formula amount, not that he has specific needs that would justify an upward adjustment.

23           Because every dollar of the obligor's income is already taken into account under the  
24 new formula, as opposed to the prior formula, the statutory deviating factor based on the  
25 parties' relative household incomes does not refer to the obligor's income, which is already  
26 taken into account by the formula, but rather, to a situation where the obligor is married or  
27 cohabits with another person and the spouse or cohabitant contributes to payment of the

1 obligor's joint bills, and thus, that Mother, as a matter of law, may not seek an upward  
2 adjustment.

3 In any event, even in cases where an adjustment is appropriate based on the relative  
4 income of both households, that adjustment may not exceed the total obligation of the "other"  
5 party. Id. at Section 17(f). The "other" party in this case is, necessarily, Mother. Section 17  
6 addresses adjustments to a child support obligation. The obligor, here Father, is the party who  
7 has the child support obligation. Mother seeks an upward adjustment of his obligation. Thus,  
8 Mother, who seeks the deviation of Father's obligation, necessarily is the "other" party.  
9 Therefore, even if an upward adjustment was appropriate under the circumstances of this case  
10 (it is not), that upward adjustment would be, in effect, capped at the sum of Mother's  
11 obligation under the statute.

12 Mother's financial disclosure form reflects that she has a salary of \$2,812 per month  
13 and self-employment income of \$1,710 per month, for a total of \$4,522 per month. Father's  
14 financial disclosure form reflects that he has an income of \$37,916.67 per month.

15 The math under the formula is as follows:

<u>Monthly Income</u>	<u>Percentage</u>	<u>Father</u>	<u>Mother</u>
\$6,000; \$4,522	16%	\$960	\$723.52
\$4,000	8%	\$320	\$0
\$27,916.67	4%	<u>\$1,116.67</u>	<u>\$0</u>
		\$2,396.67	\$723.52

21 
$$\$2,396.67 - \$723.52 = \$1,673.15$$

22 Thus, the starting point of any analysis is the presumption that all of Bennett's  
23 reasonable needs are met by a child support award in the sum of \$1,673.15 per month. The  
24 question, then, is whether Mother can demonstrate that Bennett's reasonable needs are not  
25 met by that sum or if Father can demonstrate that sum exceeds Bennett's reasonable needs.

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1 Because Mother's own financial disclosure form reflects that all of Bennett's needs at  
2 her home come to \$691 per month, there is no factual or statutory basis for an upward  
3 adjustment to Father's child support obligation.

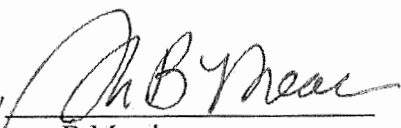
4 Rather, there should be a downward deviation. That downward deviation, as noted  
5 above, is capped at Mother's presumptive child support obligation.<sup>3</sup> Thus, Father's child  
6 support obligation should be reduced by the sum of \$723.52. The result: \$1,673.15 - \$723.52  
7 = \$949.63. That child support obligation would give Mother \$257.63 per month more than  
8 what it costs her to have Bennett in her home. The result, therefore, is that Father pays ALL  
9 of Bennett's expenses in both homes and pays Mother and additional \$257.63 per month to  
10 cover any unexpected expenses.

11 Big picture, as noted above, Mother's net, after tax, monthly income is \$3,536. Her  
12 expenses, including all of Bennett's expenses while in her care, come to \$3,381 per month.  
13 She has an excess of \$155 per month. With payment of child support in the sum of \$949.63,  
14 she will have an excess of \$1,104.63 per month, or \$13,255.56 per year.

15 There is no basis for an upward adjustment. There are very good reasons for a  
16 downward adjustment.

17 The undersigned affirms that this document contains no social security numbers.

18 Dated this 5 day of November, 2020.

19  
20 By   
21 Shawn B Meador  
22 Attorneys for Respondent

23  
24 <sup>3</sup> Father seeks deviation of his support obligation, so Mother is other party. Otherwise, his requested deviation  
25 would be capped at his \$1,673.15 presumptive obligation and he could potentially owe nothing.  
26  
27  
28

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of the law offices of Woodburn and Wedge, 6100 Neil Rd., Suite 500, Reno, Nevada 89511, that I am over the age of 18 years, and that I served the foregoing document(s) described as:

**Settlement Conference Statement**

on the party set forth below by:

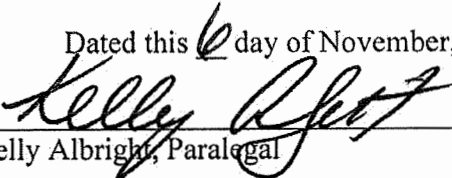
- \_\_\_\_\_ Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage prepaid, following ordinary business practices.
- \_\_\_\_\_ Personal delivery.
- X   Second Judicial Court E-Filing
- \_\_\_\_\_ Federal Express or other overnight delivery.

addressed as follows:

X Kevin P. Ryan, Esq.  
232 Court St.  
Reno, NV 89501

The undersigned affirms that this document contains no social security numbers

Dated this 6 day of November, 2020.

  
\_\_\_\_\_  
Kelly Albright, Paralegal

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Jacqueline Bryant  
Clerk of the Court  
Transaction # 8330918 : sacordag

**EXHIBIT “G”**

**EXHIBIT “G”**

### Proposed Holiday Schedule

This schedule has the best interest of the child and the parents. These proposed times give the parent with the child time to spend with them during the holidays, and it also gives the parent without the child time to enjoy the holiday if they choose to travel for the holiday. Hopefully Tony and Kourtney can work things out and be flexible and not have to follow the schedule exactly if we are both in town and want to share these holidays with Bennett. The parties need to work together for the best interest of the child.

	ODD	EVEN
Thanksgiving	Kourtney	Tony
Christmas	Tony	Kourtney
4 <sup>th</sup> July	Kourtney	Tony
Bennett Birthday	Tony	Kourtney
Easter	Kourtney	Tony
Labor Day	Tony	Kourtney
Halloween	Kourtney	Tony

**Thanksgiving:** Custody shall begin on the Wednesday before Thanksgiving at 4:00 p.m. and last until Sunday at 4:00 p.m. Commencing in 2021 Mother shall have Bennett for thanksgiving in odd years, and Tony shall have Bennett in even years.

**Christmas:** For the Christmas holiday, the parent entitled to custody on Christmas day shall have custody from 9:00 a.m. on December 24<sup>th</sup> to 12:00 p.m. on December 26<sup>th</sup>. The parent not entitled to Christmas day, shall have custody from 12:00 p.m. on December 26<sup>th</sup> to 12:00 p.m. December 28<sup>th</sup>. Commencing 2021 Tony shall have Christmas Day in odd years and Kourtney shall have Christmas day in even years.

**4<sup>th</sup> of July:** Custody shall begin on July 3<sup>rd</sup> at 9:00 a.m. until July 5<sup>th</sup> at 5:00 p.m. Commencing in 2021 Kourtney shall have Bennett for 4<sup>th</sup> of July weekend in odd years, and Tony shall have Bennett in even years.

**Fall Break:** Once Bennett is in school Tony can have him in Odd years and Kourtney can have him in even years.

**Mother's/Father's Day:** Mother's/Father's day each and every year, shall be defined as the Friday before Mother's/Father's day weekend at approximately 9:00 a.m. through Monday after the weekend at approximately 9:00 a.m. The parent who exercised the holiday should take Bennet to school.

**Child Birthday:** Commencing in 2021 mother should have Bennett for his Birthday in even years and Father should have Bennett for his birthday in odd years. Birthday visitation shall be defined as 9:00 a.m. on the child's birthday until 9:00 a.m. the following day.

**Easter Sunday:** Commencing in 2021 Mother shall have Bennett in odd years and Father shall have the child for Easter Sunday in even numbered years. Easter shall be defined as 5:00 p.m. the Saturday before Easter to 1:00 p.m. on Easter. The other parent shall have Bennett from 1:00 p.m. Easter until 8:30 a.m. on Monday.

**Spring Break:** Once Bennett is in school, as long as Spring Break is 2 weeks long, it will be equally divided between the parties with the first week going to parent whose custody schedule falls on the first weekend of break. The second week will be defined starting at 9:00 a.m. the Friday in the middle of break to the last Friday at 9:00 a.m. The custody schedule will then start back to its normal schedule.

**Labor Day:** Commencing in 2021 Tony shall have Bennett in odd years and Mother shall have Bennett in even years. Memorial Day is defined as 9:00 a.m. Monday to 9:00 a.m. Tuesday.

**Halloween:** Halloween shall be defined as 4:00 p.m. on October 31<sup>st</sup> until 9:00 a.m. the following day. Mother shall have Halloween in odd numbered years, and Tony will have the Holiday in even numbered years.

**Vacation Time:** Each parent shall have the right to 14 days of custody to be taken in two blocks of not more than 7 consecutive days, for the purpose of vacation during each calendar year, as long as the time does not interfere with custody of a major holiday listed above as defined by this agreement unless agreed to by the parents. The 14 days of vacation can be taken at any time during the year, except within 7 days which immediately precedes or follows any "major holiday". The party who wishes to exercise their vacation time, shall give the party notice, in writing, a minimum of 30 days prior to the scheduled vacation time. In the event there is a conflict between the vacation time requested by either party, in even years Father shall have 1<sup>st</sup> choice and in odd years Mother shall have 1<sup>st</sup> choice. The party exercising vacation time shall notify the other parent of the vacation location, duration and provide contact information regarding where Bennett will be staying. If either party does not exercise their 14 days of vacation during the calendar year, it is forfeited.

Finally each party shall divide their 14 days of vacation into two different vacation periods. Each party may take his/her vacation period from 1-7 days in duration. For example, if a party takes the child for a 5-day vacation, he/she is entitled to one more block of vacation not to exceed 7 days during that calendar year. The remaining 2 days of that party's 7 day vacation period are forfeited.

**Telephone Access:** Each party shall have the right to make one phone call/facetime to Bennett when Bennett is in the custody of the other parent. Parents shall keep these calls within reasonable hours of the child's sleeping schedule. Bennett may contact the non-custodial parent anytime he wants to.

58

58

1 **Code: 4025**  
Kevin P. Ryan, ESQ., NSB 4371  
2 BADER & RYAN, LTD.  
232 Court Street  
3 Reno, Nevada 89501  
(775) 322-5000  
4 Attorneys for Kourtney L. Davis

5  
6 IN THE FAMILY DIVISION  
7 OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
8 IN AND FOR THE COUNTY OF WASHOE

9 \*\*\*

10 KOURTNEY L. DAVIS;  
11 Petitioner,  
12 vs.  
13 TONY MATKULAK;  
14 Respondent.

Case No.: FV20-00559  
Dept. No.: 12

15  
16 **DCR 16 STIPULATION**

17 Petitioner, KOURTNEY L. DAVIS, by and through her undersigned legal counsel, Kevin P. Ryan,  
18 Esq., and Respondent, TONY MATKULAK, by and through his undersigned legal counsel, Shawn B.  
19 Meador, Esq., hereby stipulate and agree as follows:

20 Petitioner and Respondent are the natural parents of Bennett D. Matkulak, whose date of  
21 birth is May 3, 2018 ("Bennett"). The parties are scheduled to participate in a trial on March 11, 2021.  
22 Regarding Petitioner's Exhibit "D", the March 3, 2021, report prepared by Michelle L. Salazar, the parties  
23 stipulate that said report shall be admitted into evidence without objection and absent foundation testimony  
24 by Ms. Salazar. However, despite the admission of the Ms. Salazar's report into evidence, Respondent  
25 reserves the right to argue that the preparation of the report was unnecessary as was the expense associated  
26 therewith. It is further agreed that neither party's expert, Ms. Salazar or Mr. Damon Haroutunian, will  
27 testify at the trial. It is further stipulated that pursuant to NAC 425.140, Respondent's base child support  
28 amount payable to Petitioner equals \$1,587.00. This base child support amount does not include any

...

1 potential deviation in the child support amount that may be ordered by the Court.

2       **NOTICES:** The parties are warned as follows: PENALTY FOR VIOLATION OF  
3 ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION  
4 OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS  
5 193.130. NRS 200.359 PROVIDES THAT EVERY PERSON HAVING A LIMITED RIGHT OF  
6 CUSTODY TO A CHILD OR ANY PARENT HAVING NO RIGHT OF CUSTODY TO THE  
7 CHILD WHO WILLFULLY DETAINS, CONCEALS OR REMOVES THE CHILD FROM A  
8 PARENT, GUARDIAN OR OTHER PERSONS HAVING LAWFUL CUSTODY OR A RIGHT OF  
9 VISITATION OF THE CHILD IN VIOLATION OF AN ORDER OF THIS COURT, OR REMOVES  
10 THE CHILD FROM THE JURISDICTION OF THE COURT WITHOUT THE CONSENT OF  
11 EITHER THE COURT OR ALL PERSONS WHO HAVE A RIGHT TO CUSTODY OR  
12 VISITATION IS SUBJECT TO BEING PUNISHED FOR A CATEGORY D FELONY AS  
13 PROVIDED IN NRS 193.130.

14       THE TERMS OF THE HAGUE CONVENTION OF OCTOBER 25, 1980, ADOPTED BY  
15 THE 14TH SESSION OF THE HAGUE CONFERENCE ON PRIVATE INTERNATIONAL LAW  
16 SHALL APPLY IF A PARENT ABDUCTS OR WRONGFULLY RETAINS A CHILD IN A  
17 FOREIGN COUNTRY. NRS 125C.0045(7)

18                               **AFFIRMATION PURSUANT TO NRS 239B.030**

19       The undersigned do hereby affirm that the preceding document does not contain the social security  
20 number of any person.

21       DATED this 10<sup>th</sup> day of MARCH, 2021.

21       DATED this 10 day of March, 2021.

22  
23 By: \_\_\_\_\_

24       Kevin P. Ryan, Esq.  
25       Bader & Ryan, Ltd.  
26       232 Court Street  
27       Reno, Nevada 89501  
28       (775) 322-5000  
      Attorney for Kourtney L. Davis

By: \_\_\_\_\_

      Shawn B. Meador, Esq.  
      Woodburn & Wedge  
      6100 Neil Road, Ste. 500  
      Reno, Nevada 89505  
      (775) 688-3000  
      Attorney for Tony Matkulak

**CERTIFICATE OF SERVICE**

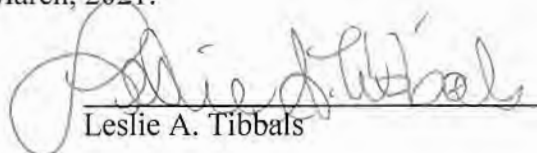
Pursuant to NRCP 5(b), I hereby certify that I am an employee of Bader & Ryan, Ltd., and that on the date set forth below, I served a true copy of the foregoing document on the party(ies) identified below by:

- \_\_\_\_\_ Placing an original or true copy thereof in a sealed envelope, postage prepaid, placed for collection and mailing in the US Mail at Reno, Nevada.
- \_\_\_\_\_ Personal delivery.
- \_\_\_\_\_ Facsimile to the following number:
- \_\_\_\_\_ Federal Express or other overnight delivery.
- \_\_\_\_\_ Reno Carson Messenger Service.
- \_\_\_\_\_ Certified Mail Return Receipt Requested.
- XXX Electronic Service via ECF System as maintained by the Court.

addressed to:

Shawn B. Meador, Esq.  
Woodburn & Wedge  
6100 Neil Road, Ste. 500  
PO Box 2311  
Reno, NV 89505

DATED this 10th day of March, 2021.

  
Leslie A. Tibbals

59

59

1 **Code: 2545**  
Kevin P. Ryan, Esq., NSB 4371  
2 Bader & Ryan, Ltd.  
232 Court Street  
3 Reno, NV 89501  
(775) 322-5000  
4 Attorneys for Kourtney L. Davis

5  
6 IN THE FAMILY DIVISION OF  
7 THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
8 IN AND FOR THE COUNTY OF WASHOE

9 KOURTNEY L. DAVIS;

10 Petitioner,

11 vs.

12 TONY MATKULAK;

13 Respondent.  
14

Case No.: FV20-00559

Dept. No.: 12

15 **NOTICE OF ENTRY OF ORDER**

16 **PLEASE TAKE NOTICE** that the *SUA SPONTE ORDER TO SEAL AND MAKE PRIVATE*,  
17 attached hereto was filed in the above-entitled Court on March 15, 2021.

18 **AFFIRMATION PURSUANT TO NRS 239B.030**

19 The undersigned does hereby affirm that the preceding document does not contain the  
20 social security number of any person.

21 **DATED** this 15<sup>th</sup> day of March, 2021.

22 BADER & RYAN, LTD.

23  
24 By: 

25 Kevin P. Ryan, Esq.  
232 Court Street  
26 Reno, NV 89501  
(775) 322-5000  
Attorneys for Petitioner

**CERTIFICATE OF SERVICE**

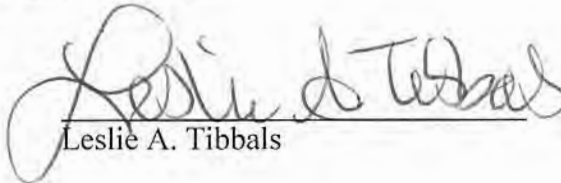
Pursuant to NRCP 5(b), I hereby certify that I am an employee of Bader & Ryan, Ltd., and that on the date set forth below, I served a true copy of the foregoing document on the party(ies) identified below by:

- \_\_\_\_\_ Placing an original or true copy thereof in a sealed envelope, postage prepaid, placed for collection and mailing in the US Mail at Reno, Nevada.
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- XXX Electronic Service via ECF System as maintained by the Court.

addressed to:

Shawn B. Meador, Esq.  
Woodburn & Wedge  
6100 Neil Road, Ste. 500  
PO Box 2311  
Reno, NV 89505

DATED this 15<sup>th</sup> day of March, 2021.

  
Leslie A. Tibbals

1 Code:

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5 IN THE FAMILY DIVISION  
6 OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
7 IN AND FOR THE COUNTY OF WASHOE

8  
9 KOURTNEY L. DAVIS,

10 Petitioner,

11 vs.

12 TONY MATKULAK,

13 Respondent.  
14 \_\_\_\_\_/

Case No. FV20-00559

Dept. No. 12

15 **SUA SPONTE ORDER TO SEAL AND MAKE PRIVATE**

16 This matter came before the Court on March 11, 2021 by audio visual means pursuant to  
17 the Administrative Order entered March 16, 2020, and Nevada Supreme Court Rule Part IX-B.  
18 Petitioner, Kourtney L. Davis was present with her counsel, Kevin Ryan, Esq.. Respondent, Tony  
19 Matkulak was present with his counsel, Shawn Meador, Esq.

20 NRS Chapter 125 is entitled "Dissolution of Marriage" and governs proceedings in divorce.  
21 Pursuant to NRS 125.080, the Court directs that the trial and issue or issues of fact joined therein  
22 shall be private, except as otherwise delineated by statute. Pursuant to NRS 125.110, the pleadings,  
23 the findings of the court, any order made on motion as provided in Nevada Rules of Civil  
24 Procedure, and the judgment shall be open to public inspection.

25 NRS Chapter 126 is entitled "Parentage" and generally pertains to cases arising from  
26 paternity issues. Similar to NRS Chapter 125, NRS 126 contains a provision for the sealing of  
27 filings. NRS 126.211 states any trial or hearing held under the parentage chapter *must* be held in  
28 closed court without admittance of any person other than those necessary to the action or

1 proceeding. Additionally, all papers and records may be inspected only upon permission of the  
2 Court.

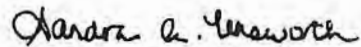
3 NRS Chapter 125C is entitled "Custody and Visitation". Unlike the Dissolution of  
4 Marriage and Parentage chapters, the chapter is silent on the Court's ability to seal files in custody  
5 and visitation matters. The Court recognizes there is no statute that directly addresses sealing cases  
6 for custody and visitation matters where parentage is already established and where the parties  
7 were never married and therefore, never parties in a divorce action.

8 Nevertheless, the Court perceives this is a statutory oversight. Considering there are  
9 coexisting interests that exist between divorce, parentage, and custody and visitation cases the  
10 Court believes custody and visitation cases should be afforded the same protections. Accordingly,  
11 the Court perceives it has the inherent power to seal and make private this case.

12 All other papers, records, proceedings and evidence, including exhibits and transcript of  
13 the testimony, shall be sealed and shall not be open to inspection except by the parties or their  
14 attorneys, when required as evidence in another action or proceeding, or upon motion with good  
15 cause showing in exceptional cases.

16 **GOOD CAUSE APPEARING, IT IS SO ORDERED.**

17 Dated this 15 day of March, 2021.

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21 \_\_\_\_\_  
22 Sandra A. Unsworth  
23 District Judge  
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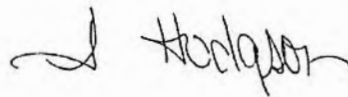
26 FV20-00559  
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court in and for the County of Washoe, and that on March 15, 2021, I deposited in the county mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, or via e-filing, a true copy of the foregoing document addressed as follows:

**ELECTRONIC FILING:**

**KEVIN RYAN, ESQ., for KOURTNEY DAVIS**  
**SHAWN MEADOR, ESQ. ,for TONY MATKULAK**



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Judicial Assistant

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**TRIAL NON-JURY**

**March 11, 2021**  
**HONORABLE**  
**SANDRA A.**  
**UNSWORTH**  
**DEPT. 12**  
**R. BRANUM**  
**(Clerk)**  
**B. SMITH**  
**SUNSHINE**  
**REPORTING**  
**(Recording)**

*Hearing conducted by Zoom video conferencing.*

Petitioner, Kourtney Davis was present represented by Kevin P. Ryan, Esq.  
Respondent, Tony Matkulak was present represented by Shawn B Meador, Esq.

*This hearing was held remotely, due to the closure of the courthouse at 1 South Sierra Street, Reno, Washoe County, Nevada due to the National and Local emergency caused by COVID-19. The Court and all the participants appeared via simultaneous audiovisual transmission. The Court was physically located in Reno, Washoe County, Nevada, which was the site of the court session. Counsel/Parties acknowledged receipt of Notice that the hearing was taking place pursuant to Nevada Supreme Court Rules- Part 9 relating to simultaneous audiovisual transmissions and all counsel/parties had no objection to going forward in this manner.*

*The Court explained the purpose of today's hearing.*

*The parties were sworn to testify.*

**Mr. Ryan:** There is currently not a holiday schedule in place. The issue with health insurance has not been resolved. Both parties are carrying health insurance for the benefit of the child. Based on Mr. Matkulak's financial disclosure, the cost is \$247 per month. He proposes his client take over the child's health insurance, as there is no cost.

**Mr. Meador:** He took Ms. Davis' deposition to find out her claims to address at trial. Ms. Davis did not provide him with information with respect to some of the questions he asked. Therefore, this would be a denial of due process to allow Ms. Davis to offer testimony on those issues, as he is not prepared to address Ms. Davis' responses today.

**Mr. Ryan:** He disagrees with Mr. Meador. When Mr. Meador asked his client, the specific needs pertaining to Bennett, Ms. Davis provided 3-4 categories, consisting of time, security, financial security and lifestyle. Ms. Davis testified to all of Mr. Meador's questions and are included in the deposition.

**Mr. Meador:** His motion in limine is simply that Ms. Davis does not offer anything that was not offered in response to his questions at deposition. For example, he repeatedly asked Ms. Davis how much more support she believes is reasonably appropriate. Ms. Davis would not say.

**Mr. Ryan:** Ms. Davis did respond. Ms. Davis stated whatever is reasonable, according to the Court. A DCR 16 stipulation was filed on March 10<sup>th</sup> as to Mr. Matkulak's income. He will be arguing what he believes is reasonable. He will waive opening statement. Counsel has stipulated to only the parties testifying.

**Mr. Meador:** He defers to the Court whether to waive his opening statement.

**Mr. Ryan called Ms. Davis under direct examination.** She has resided in Nevada for the last forty years. Her child, Bennett Davis Matkulak resides in Nevada. Tony Matkulak is Bennett's natural father. She received a Business degree at University of Nevada at Reno. She is employed at Credova Financial. She has been employed with Credova Financial for six months. A family friend informed her of this employment opportunity. She is a compliance coordinator, where she ensures the financial laws are in compliance, including due diligence for fraud. She receives \$45,000 annually. Credova Financial matches her 401k. She is not aware of any bonuses at this

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point. She is employed full-time, working Monday through Friday, from 8:00 a.m. to 5:00 p.m. She tries to work additional hours. Her normal schedule is starting work at 6:00 a.m. during her non-custodial time. She does not receive additional pay, as she is paid salary. Prior to Credova, she had her own business which she still has with Club K. Club K is private softball instruction. Prior to working for Credova, her annual salary with Club K was in the low \$30,000. She currently coaches every other Tuesday; she works in the office every other Wednesday and Thursday. When she is coaching, Bennett is with his father. She charges \$45 per half hour. She coaches on an average of 19 hours per month. She dedicates an average of 30 hours a month with Club K. She has no other jobs. She works two jobs to support herself and her son. Her total gross earning between both jobs is \$60,000. She and Mr. Matkulak share a 2-2-3 schedule. She is not seeking any amendment with the schedule. She is not seeking any modification with regard to legal custody. Bennett is doing well with the current custodial schedule. She communicates with Mr. Matkulak through Our Family Wizard. She requests the Court order the parties continue to use Our Family Wizard for co-parenting to be better. She and Mr. Matkulak also communicate by text messaging for time sensitive issues. The text communications have been pretty cordial. *Referred to PETR. Exhibit A, page 205.* She recognizes this document. This is a text message from Mr. Matkulak in January 2021. She did not agree with Mr. Matkulak that Bennett should be placed in play therapy. Both parents should make decisions together. *Referred to PETR. Exhibit A, page 212.* This is a text message from Mr. Matkulak to her at 3:11 a.m. in late 2020, maybe in September or October. She responded to Mr. Matkulak. Mr. Matkulak is directing that she stops sleeping with her child. She refers to "special nights". She told Mr. Matkulak that if Bennett is not sleeping well or crying, Bennett may have been struggling with changes. *Referred to PETR. Exhibit A, page 208.* This is a text message from Mr. Matkulak to her in 2019. Mr. Matkulak was running late. She was upset, as she had plans to be somewhere. This accurately reflects the texts between her and Mr. Matkulak. *Referred to PETR. Exhibit A, page 213.* There have been occasions where Mr. Matkulak has bad mouthed her. These exchanges occurred after the use of Our Family Wizard. Mr. Matkulak has told the child "bad mommy". She was not present. Bennett told her that Mr. Matkulak made these comments about her. Bennett was extremely sad when Mr. Matkulak said negative things about her. She is requesting the Court order a non-disparagement clause. Mr. Matkulak believes all communication, including co-parenting must go through legal counsel. *Referred to PETR. Exhibit A, page 206.* This is a text message from Mr. Matkulak to her in 2020. She never agreed that all issues need to be addressed through their attorneys. *Referred to PETR. Exhibit A, page 207.* This is her medical bill. She may communicate with Bennett once a day when Bennett is in Mr. Matkulak's care. She would like to Facetime Bennett once a day when Bennett is in Mr. Matkulak's custody. She believes this is in the best interest of Bennett to see both parents every day. *Referred to PETR. Exhibit G.* This is the proposed holiday schedule she prepared. She requests the Court considers implementing this schedule in the Court's order. She and Mr. Matkulak have alternated the holidays. *Referred to PETR. Exhibit F.* This is the November 6, 2020 Settlement Conference Statement. She has reviewed this document. *Referred to PETR. Exhibit F, page 4.* Prior to working at Credova, she worked at Club K. She earned \$30,000 per year with Credova. In November 2020, she worked at Credova and Club K. When the Settlement Statement was completed, she was working at Club K approximately 19 hours per month. She was also employed hourly at Credova, working 30 hours per month. She does not recall when she switched from hourly to salary. At the time she was earning more than \$30,000 per year with her combined income. *Referred to PETR. Exhibit B, page 214.* This is communication between counsel in December 2020. In December 2020, her position was that an upward deviation was appropriate. In December 2020, to her knowledge, Mr. Matkulak's position was a downward deviation was appropriate. She recalls her deposition taken by Mr. Meador in December 2020. *Referred to RESP. Exhibit 2.* This was filed after her deposition with Mr. Meador. This information is true and correct. She filed this on January 21, 2021 to ensure it was truthful in the event there were errors in the prior statement. *Referred to*

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*RESP. Exhibit 2, page 4.* She pays \$1950 per month in rent. Mr. Matkulak pays zero. Mr. Matkulak does not have a mortgage. She pays \$550 for food per month. Mr. Matkulak pays \$1800 for food, based on Mr. Matkulak's financial disclosure. *Referred to RESP. Exhibit 2, page 5.* She pays \$468 per month for Bennett's childcare. Mr. Matkulak also pays \$468 for childcare, as they split the cost. She and Mr. Matkulak chose the childcare provider together. There were other daycare providers that were more expensive. The cost of Bennett's childcare takes a large chunk of her income. She is at a negative \$250 per month. She uses childcare every day that Bennett is with her when she is working. The same applies to Mr. Matkulak. Bennett is in daycare Monday through Friday when Mr. Matkulak is working. *Referred to RESP. Exhibit 2, page 4.* Her total average monthly income is \$5144. Her total monthly deductions total \$1136. Her personal expenses per month are \$3468. The total expenses for Bennett are \$787 per month. After the expenses, she is approximately \$250 negative. This does not include child support. She believes that Mr. Matkulak should pay the full amount for daycare. Mr. Matkulak can afford this cost. She and Mr. Matkulak provide health insurance for the child. She has been providing health insurance for the child since October 2020. There is no cost for the child's insurance. Her insurance plan covers dental, vision and health. *Referred to RESP. Exhibit 1, page 3.* Mr. Matkulak pays \$237.50 per month for Bennett's health insurance. She thinks it makes sense for her to cover the insurance for Bennett with United Health Care, as her cost is zero. The basic needs for the child are shelter and food and are provided in both houses. She lives in a small community, in Damonte Ranch; a 1600 sq. ft home, 3 bedroom, and small 5' sq. ft. rock backyard. Mr. Matkulak's residence is much larger. Mr. Matkulak's home sits on 1.5 acres; 4500 sq. ft., 5 bed, 5 car garage home. Mr. Matkulak has a very nice home with a security system. She works two jobs to provide for her son. To conserve on money, she and Bennett eat home a lot. They go to the park. Most of her clothing is given to her from friends. There are a few special needs that are not being met at her house that are being met at Mr. Matkulak's house, relative with the income available to the child; quality time, lifestyle and financial security. These items were mentioned in the deposition. She works a lot of hours, working 15-16-hour days. When she gets the time with her son, she wants to have more quality time and less stressed. A deviation would allow the flexibility to take more time off work. She would love to not have to work two jobs. When she is busy, Bennett cries and wants attention. It is stressful and she feels guilty. Lifestyle security and standard of living will bring more parity than disparity. As the father, she would think Mr. Matkulak would want this for child. Bennett deserves a bigger home and a better security system in the home. When they drive by restaurants, the Bennett cries, because he is used to eating out. Bennett refers to her house as the "no house" and daddy's house is the "yes house". This would put an emotional strain between her and her son. Mr. Matkulak can offer financial security. Mr. Matkulak can offer retirement and savings. If she loses her job, she would be stuck with softball. They could get kicked out of the rental at any time. History has proven that they are trying, but she cannot go through legal counsel for 18 years. Mr. Matkulak has the means to financially help. Any time that Mr. Matkulak helps out for the benefit of Bennett is helpful. Mr. Matkulak has the ability to pay. Mr. Matkulak has referred to the cost of childcare as chump change. She has paid legal fees in this case. She currently resides in a rental home. She owns a home on Keystone. She does not reside there because she wants to raise her son in a better place and for Bennett to be closer to Mr. Matkulak. Her rental property is on the corner of Keystone and Putman. She rents the home for \$1950. She lives in a rental as opposed to this home to be closer to Mr. Matkulak and to be in a better neighborhood. She has paid \$26,000 in legal fees. This cost is almost half of what she earns per year. *Referred to PETR. Exhibit C.* This is the promissory note. She and her father signed this document, dated May 28, 2020. The promissory note was taken out to pay for attorney's fees. The current amount owed to her father is \$26,000. She has certain liquid and cash assets. This is an emergency fund in case anything happened, such as her car breaks down. This is a real debt to her father. She has yet to determine how this will be paid and whether they sell the house. She pays Mr. Ryan \$300 per hour. Extracurricular is

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50/50. There is no agreement in place. Her position is she would pay 1/3 and Mr. Matkulak would pay 2/3, based on their incomes. This is fair. Regarding income taxes, she and Mr. Matkulak currently alternate every other year. Mr. Matkulak has already claimed Bennett for the 2020 tax year. She thinks it makes sense for her to claim Bennett every year. She believes this is fair, as she gets a child tax credit. She does not believe Mr. Matkulak qualifies for a child tax credit.

*Break until 10:40 a.m.*

**Cross examination of Ms. Davis.** Her total attorney's fees with Mr. Ryan are \$26,000. She has a note to her father. She owes her father this money. She considers this is borrowing. She and her father have not addressed the terms. The \$16,000 have not been addressed. She did not know the amount of the legal fees at deposition. She honestly did not know the cost of her attorney's fees. *Referred to PETR. Exhibit 2, page 6.* This her most recent financial disclosure. She is not sure if this is her 4<sup>th</sup> disclosure. She had \$11,000 in cash; TD Ameritrade is in excess of \$25,000 and a \$35,000 investment. She did acquire a \$35,000 investment. Bennett is awesome, independent, funny, social and very outgoing. Bennett is a normal 2-year old. She does not see a need for Bennett to attend play therapy. Her relationship with Bennett is fantastic. Recently, Mr. Matkulak tried to buy Bennett's love and affection, however she did not see any evidence of this at the deposition. She would like an upward deviation in financial support. She would like Mr. Matkulak to pay an additional \$468.00 per month that represents the cost she is paying for childcare. She would also like Mr. Matkulak to pay for the entire cost of extracurricular activities for Bennett. This helps the child. Mr. Matkulak makes more money than she does. She does not agree the fees are based on her upward adjustment. *Referred to page 58 of Ms. Davis' deposition; Read line 12.* She is looking for an upward deviation. *Referred to RESP. Exhibit 4.* At the time of the settlement conference, her costs directly related to Bennett were \$691. This included \$468 for childcare. Mr. Meador can trust her financial disclosures. She cannot show an amount that she agreed to accept under the calculated formula. She is looking for an upward deviation for her child and trying to follow the law. Ms. Salazar calculated \$1590 as the monthly amount under the formula. Mr. Matkulak has been paying \$1849 in interim child support since approximately June 2020. This was prior to the case management conference. Mr. Meador did engage in trying to settle. Prior, she does not know if there was a settlement format with Ms. Viloria. Counsel met to try to get this case settled. She and Mr. Matkulak also met. Mr. Matkulak provided his financial records, including his tax return. Mr. Matkulak paid her child support without a court order. *Referred to RESP Exhibit 6.* This is a written settlement offer provided to her by Mr. Matkulak. *Mr. Meador provided offer of proof: There is an intellectual argument being made and a request for fees. In September 2019, prior to Ms. Davis filed a paternity action, his client offered substantially more than the presumed statute. Mr. Matkulak offered to pay disproportionate share of joint expenses. Mr. Matkulak offered to set up a trust for Ms. Davis, including additional expenses for Bennett. The amount offered by Mr. Matkulak was \$2,000 or more. The offer was \$40,000. In the Fall 2019, the cap was \$1138. Mr. Matkulak offered more than the cap. Mr. Matkulak offered her more than what they just calculated. On September 9, 2019, Mr. Matkulak offered to pay more than the calculated formula and half of Bennett's expenses. She is aware Mr. Matkulak had no obligation to set up a trust to benefit her. She believes Mr. Matkulak's September 2019 offer was unreasonable and her counsel also agreed to this. Everyone believed this was a joke. She followed the advice of an attorney. She did not have an amount. She did not think this was enough. Ms. Viloria did not have a settlement proposal. She is not sure when she filed the paternity petition. Before Mr. Ryan, Mr. Matkulak never tried to offer less. Referred to Exhibit 7; 1588, 1589.* This was a settlement offer Mr. Matkulak made in January 2021. She does not know Mr. Matkulak's estimated income. *Referred to PETR. Exhibit D; page 6.* The amount of support offered was more than \$1590. She does not remember reading anything from Ms.

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Salazar. She learned last week that Mr. Matkulak had not under-reported his income. No information came to her before she saw the written report. Mr. Matkulak offered to pay half of Bennett's expenses if she recalls correctly. She thought she and Mr. Matkulak were alternating claiming Bennett. *Referred to RESP. Exhibit 7; page 1, paragraph 3.* Mr. Matkulak offered her to claim Bennett two out of three years. She does not know if it saves her on taxes as head of household. She does not know if Mr. Matkulak would benefit filing head of household. In January 2021, Mr. Matkulak offered her more than the amount calculated under the formula. Prior to the new calculations, Mr. Matkulak offered her more. In September 2019, Mr. Matkulak offered her more than the calculated formula. On January 20, 2021 Mr. Matkulak offered more than what was calculated last week. Mr. Matkulak made it clear at the settlement conference where he stood. It has been hard to get the numbers straight with the calculations. The calculations in December were different than in January. She understands there is a risk going forward with litigation. An offer was made in January. She knows that Ms. Vilorio and Mr. Ryan had copies of Mr. Matkulak's tax returns. She is uncertain of Ms. Brachman had Mr. Matkulak's taxes, as she retained Ms. Brachman for one week. It is fair to say that the litigation was not driven by Mr. Matkulak's demand that she accepts less than the formula. She has insisted on an upward adjustment. The fees are about more, not less. At the deposition, she refused to say what amount was reasonably necessary and appropriate. She provided honest answers. She does not have an amount. The basic needs for Bennett would be met with the statutory amount. It is fair for Mr. Meador to know why she is asking for more. *Referred to RESP. Exhibit 3, (Bates 1554).* This is her signature. The is the final declaration filed December 10, 2020. There were a number of errors in the financial disclosure form. She did not look at the bank statements to make sure the balances were accurate. She did not look at the value of her home in the last six months. *Referred to RESP. Exhibit 3, page 3, line D-11. Referred to RESP. Exhibit 3, page 4.* She listed her business expenses. She had a 401k and an IRA. *Referred to RESP. Exhibit 3, page 3.* This is from a Roth IRA and her 401k at Credova. *Referred to RESP. Exhibit 3, page 5.* The retirement she has is the 401k with Credova. She believes it is \$563 but not sure. She contributes to the Roth IRA once a year. She contributes the maximum amount which is \$6000 annually. She has contributed to the Roth IRA for the last 15 years. Most of the years she contributed, but not every year. She believes she contributes over \$1000 per month if it is coming out of her paycheck. She continues to pay into retirement when she can. *Referred RESP. Exhibit 2, pages 3 & 4.* She wanted to provide an updated document. Her degree is in Business with honors. Ms. Salazar reviewed her financial disclosure and her rough draft of her taxes. Ms. Salazar concluded what is in the documents. They can rely on Ms. Salazar's report. The content of the documents can be relied on. She provided her taxes to Ms. Vilorio, then to Mr. Ryan. She recalls her counsel requesting documents from Mr. Matkulak. She was not aware that there was over 900 pages provided by Mr. Matkulak based on her request. The numbers in her financial disclosure were not challenged. What is in her financials are correct. The Judge can rely on this. \$787 includes Bennett's childcare cost. This includes the sum of \$468. This amount reflects when Bennett started school. At Credova, working 30 hours a week is considered full-time and includes insurance coverage. She believes she was working 30 hours per week at the time the settlement conference statement was submitted. She went to salary. She does not recall when this transition occurred, but this was after the settlement conference. She recalls the \$247 discussed. She is not paying Bennett's swimming out of pocket. She does not disagree that she is \$250 short each month. She is making more at this point. She hopes she is able to pay all her expenses, with the exception of \$250 a month. She believes she would have an excess of \$1300, based off \$1567, as stated by Ms. Salazar. She and Mr. Matkulak share custody. Mr. Matkulak supports Bennett 50% of the time. Mr. Matkulak supports to help her with Bennett during her custodial time. She does not know Mr. Matkulak's salary or his work hours Mr. Matkulak works. *Referred to Ms. Davis' deposition; page 63, line 15. (Mr. Meador read this section).* Mr. Meador read the deposition correctly. She worked more than 30 hours a month. She worked about 18 hours a month

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coaching. She coaches on the days that she does not have Bennett. She drives a Lexus SUV. She is not seeking an upward deviation to buy a nicer car. She is not seeking an upward deviation to have a maid. It is incorrect that she is seeking an upward deviation to save money for her retirement account. *Referred to Ms. Davis' deposition; page 88, line 11. (Read by Mr. Meador).* Mr. Meador read this correctly. *Referred to Ms. Davis' deposition, page 81, line 1. (Read by Mr. Meador).* Mr. Meador read this correctly. Retirement is savings for her son. The savings is for security and a multitude of reasons. Bennett does not have a 401K or IRA. Bennett is entitled to something similar to Mr. Matkulak's home. She has access to Hidden Valley County Club membership. She is not aware if Mr. Matkulak has a private club membership. She has access to a vacation home at Lake Almanor. She does not know if Mr. Matkulak has a vacation home. Mr. Matkulak takes Bennett out to eat. The emotional part is very important to her. She did not say that Mr. Matkulak lived more lavishly with trips. She does not know what Mr. Matkulak does. She only knows what Bennett wears. She thought Mr. Matkulak's cost for Bennett's clothing for was a lot higher than hers. She never said Mr. Matkulak had a more lavish lifestyle, rather it is different than hers. Mr. Matkulak has called himself frugal at times. She does not own the home she lives in. She owns the home on Keystone as an investment. The rent for that home is \$1950. The mortgage is \$1296. She made the choice to rent the home while Bennett is in her care. The home is a comparable home that she felt was appropriate for Bennett. She may not have disclosed this information at the deposition because she was nervous. The rental home is close to her parents and close to parks. The rental home is a 3-bedroom home. She, Bennett and the dog live in the rental home. The home is in a gated community. The home has stainless steel appliances with granite counter tops. The yard is fenced in. It is not okay that her house is the "no house" and daddy's house is the "yes house". The value of the home she would own is to make it equivalent to Mr. Matkulak's home.

*Recess until 1:31 p.m.*

**Re-direct of Ms. Davis.** She recalls her testimony regarding the \$26,000 she owes in attorney's fees. She recalls the conversation regarding downward deviations. There is disparity between her and Mr. Matkulak's income. The additional documents produced by Mr. Matkulak were provided to her after she filed this suit. Her prior counsel never had this information. A stipulation was filed last week as to Mr. Matkulak's income. She filed this matter April 2020. *Referred to PETR. Exhibit F.* Mr. Matkulak stated that a downward deviation was a premonition. *Referred to PETR. Exhibit B.* Mr. Meador's email is dated December 17, 2020. *Referred to RESP. Exhibit 7.* The date of this document is January 20, 2021. She has reviewed this document. There is not a downward deviation mentioned in this document. Mr. Matkulak will claim the child in the 3<sup>rd</sup> year. This was not an acceptable offer on January 20, 2021. She found out yesterday that Mr. Matkulak was abandoning his offer. She was never told the offer was off the table. She told Mr. Meador she had 19 hours' worth of coaching lessons. Mr. Meador did not ask how much time she runs her business. She runs her business 30 hours per month.

**Re-cross of Ms. Davis.** She was thinking of paid hours with her coaching. She believes there was an offer that was above the old law. The formula just got set. This week's calculation is above the amount. *Referred to PETR. Exhibit B (Read by Ms. Davis).*

**Mr. Matkulak:** His significant other is in the room with him. She does not live with him.

*The Court made a Sui Sponte Order Sealing Case, based on PETR. Exhibit B.*

**Mr. Ryan called Mr. Matkulak to testify under cross examination.** Kelly Fitzgerald is his significant other. She does not live with him. *Referred to RESP. Exhibit 1.* This is his most recent

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financial disclosure. He agrees this is true and correct to the best of his knowledge. There is old information. He left off investment income, but the rest is correct. He has a bachelor's degree in business, obtained in 1993. He is employed at Morgan Stanley. Smith Barney was taken over by Morgan Stanley in 2012. This is his only paid form of his employment, plus real estate. He does not pay himself fees for rentals. He thinks he has two jobs. He has one \$35,000 salary; the rest is commission. His typical hours are 7:00 a.m. to 4:00 p.m. When the market got volatile, he worked substantially more than that. His GMI is \$460,000.00 annually, based on a 3-year average, give or take. As head of household he gets \$4,000 to \$5,000 as a tax break if he claims the child. He does not receive a credit. He cannot file head of house without Bennett. He has Bennett 50% of the time. His accountant says when Ms. Davis uses Bennett to get the credit, her filing head of household changes his status. *Referred to RESP. Exhibit 1; page 3.* The amount listed for Bennett's health insurance is \$237.50. He was informed Ms. Davis can provide the same insurance at no cost. *Referred to RESP. Exhibit 1; page 4.* He sees his personal expenses listed. Food also consists of taking clients out to dinner. Lawn care varies from \$500 to \$1000 per month. He has someone that comes once a month to clean his house. This is not listed. He cannot remember the expense, maybe \$150 per month. *Referred to RESP Exhibit 1; page 6.* This is his personal assets and debts. The first eight listed are his rental properties. He had three rentals at Flour-De-Lis, and now he has two rentals. There is a pool and a workout facility. He has access to this. The HOA fee is \$600 per month, which is \$2000 total, give or take. When he has Bennett, he has access to the facilities. The value of his assets is correct. His home is free and clear. *Referred to RESP. Exhibit 1; page 7.* His Porsche 911 is valued at approximately \$130,000. His personal residence is valued at \$1.4 million. His net worth is almost \$8 million. *Referred to PETR. Exhibit E.* This filing is from June 2020. *Referred to PLFT Exhibit E; page 6.* He would say there was a lot of factors to his income, due to Covid. Based on Zillow, his home appreciated in value by \$200,000. There was a 35% increase in his investment earnings. His 401k went from moderate to aggressive. His net worth is \$2,226,000 based on the market. *Referred to RESP. Exhibit 2; page 4 (bate 1539).* Ms. Davis' monthly income is \$5411. His monthly income was rounded up to \$39,000. He now earns closer to \$34,000 per month. *Referred to RESP. Exhibit 1; page 6 (Bate 1541).* He is worth about \$7.5 million more than Ms. Davis. He has not paid any legal fees at this point. He has little cash. He pays counsel \$400 per hour. He has no idea what he has spent so far. *Referred to PETR. Exhibit F.* This is dated November 6, 2020. *Referred to PETR. Exhibit F; page 248; paragraph 2.* He is requesting the Court reduce his child support to \$720.00. *Referred to PETR. Exhibit F, page 247.* This was his argument at this time. When he and Ms. Davis were together, Ms. Davis only worked at Club K. There was a lot of cash payments. Based on the number of hours Ms. Davis was making, Ms. Davis was making about \$40,000. He is not sure if Ms. Davis was working two jobs. It was a while that he was aware Ms. Davis was working. This was a month or so after that Ms. Davis started working. *Referred to PETR. Exhibit B.* This was a month after the settlement statement. This was a part of a strategy. If he can deviate up, then he can deviate down. Mr. Meador was his attorney at the time. He was told to do a downward deviation. At the time, he was seeking a downward deviate, based on Bennett's needs. He earned seven times what Ms. Davis earned when seeking a downward deviation. His take home pay is different than what he takes home. His income is \$33,000 more than Ms. Davis. He is looking into Bennett's needs. If Bennett's needs are higher, then an upward deviation is appropriate. The whole gist was to have everything be settled. He is not seeking a downward deviation today. He is not sure if there is an offer of a downward deviation in his trial statement. *Referred to PETR. Exhibit G.* He reviewed the documents. He is fine with the holiday schedule. *Referred to RESP. Exhibit 7. (Bate 1588).* This is a settlement offer from January 2021. He would follow this if this was part of the order. *Referred to PETR. Exhibit D.* He had his own financial expert, Mr. Hartunian. A third party gave did not give him any advice. He was on the phone call. It was a 3<sup>rd</sup> party payroll system. Mr. Hartunian sought clarification. His attorney provided Mr. Ryan with the contact information. Mr. Hartunian did not use the 900-page

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document he provided, as Mr. Hartunian did not have access. Mr. Hartunian used his tax returns. He gave the documents to Mr. Meador. Mr. Hartunian reviewed some his documents. He did not hear communication once per day. Ms. Davis speaks with Bennett while in his care. He will leave this up to the Court's discretion what is reasonable. After Ms. Davis has had the child for three days, Ms. Davis calls Bennett two hours later. This does not make sense to him. When he has Bennett for 3 days on the weekend, Ms. Davis can call. He and Ms. Davis use childcare equally. He currently pays half the childcare expense. He believes he pays 100% of childcare. He pays double Ms. Davis' need. He pays \$468 per month. Ms. Davis pays \$468 per month. His income is calculated into the formula. He does not know what is equitable. His attorney said he should pay two thirds.

**Direct examination of Mr. Matkulak.** There were many issues going on. With Covid, he was dealing with a lot of issues with clients. Ms. Davis was calling him off the hook, asking him to pay for birthday parties and change his schedule. He was busy and stressed out. He told Ms. Davis that he needed a set schedule and needed a week's notice before any changes can be made for school or any costs. *Referred to PETR. Exhibit A, page 207. (Read last sentence).* Settlement positions were for above the formula, and always rounded up. For settlement, he let Mr. Meador handle this. He thought the offer was reasonable, based on how he read the law five times, with the assistance of Mr. Meador. It started off at \$11,000. There was a verbal offer of \$7500. Then it went to about \$3000 per month. He is not a prolific spender. He is frugal. For Christmas, he spent \$400 on Bennett's gifts. Bennett would rather be in the backyard or playing with a stick. Ms. Davis never told him of any expenses that she needed assistance with.

*Break until 2:53 p.m.*

**Mr. Ryan provided his closing argument.** They are requesting that Ms. Davis provide health insurance for Bennett, pursuant to the 30/30-day rule. Ms. Davis has good insurance that is free. By switching to Ms. Davis' health insurance, Mr. Matkulak would save \$240.00 per month. No opposition to the parties communicating through Our Family Wizard. Requesting the final order include the parties continue to use this app as their primary source of communication. The parties agreed to a non-disparagement clause. Regarding contact, Bennett is only 2 ½ years old. Mr. Matkulak would have the same ability to contact Bennett while in Ms. Davis' care. Ms. Davis requests to have the ability to talk to Bennett daily during Mr. Matkulak custodial time, except the exchange day. Ms. Davis requests the communication be during reasonable times and the communication be a reasonable length of time. At Bennett's age, this is a reasonable request. Mr. Matkulak testified this was okay. Request this becomes an order of the Court. Request the Court include the language for Bennett's extracurricular activities, including the agreed upon standard language. They believe it is reasonable for Mr. Matkulak to bear more of Bennett's expenses. Regarding the child dependency tax credit, Ms. Davis testified what she earned. Requesting the child tax credit be awarded to Ms. Davis. This would not benefit Mr. Matkulak, given Mr. Matkulak's income. *Referred to NAC425.130.* The Court must consider the reasonable cost of childcare and make an equitable division. Both parties equally use the daycare. *Referred to RESP. Exhibit 2.* After Ms. Davis' rent and food, childcare is Ms. Davis' highest expense. The difference in the parties' monthly income is \$33,000. Mr. Matkulak has no mortgage or rent, with a monthly income of over \$38,000. When adding the parties' income, Mr. Matkulak is 88% compared to Ms. Davis' 12% income. Based on the mass disparity of income, it is equitable that Mr. Matkulak pay the entire coast of Bennett's daycare. After working two jobs, Ms. Davis' GMI is under \$6000. Mr. Matkulak's income is over \$38,000. Ms. Davis must work two jobs to reach a \$60,000 annual salary. Pursuant to NAC: CH 425.150, there is no definition of specific needs. One parent earns seven times more than the other parent. Specific needs must be relative to the parties' income. Time and lifestyle are specific needs and part of economic circumstances. Ms.

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Davis needs quality time with her son. This is not easy when Ms. Davis is working two jobs. When Bennett is not with Ms. Davis, Ms. Davis is working from 6:00 a.m. to 6:00 p.m. When the child is home, Ms. Davis is not at her best. This affects Bennett when Ms. Davis must do chores and household upkeep while working two jobs. The quality time with the child is a specific need of Bennett. Ms. Davis does not have the luxury of having a housekeeper. Ms. Davis does not have the luxury of having lawn care. There is a difference in circumstance when the child is in Ms. Davis' care and Mr. Matkulak's care. Financial security is about trying to reach some kind of parity. Ms. Davis has a rock back yard. Ms. Davis has a different residence with difference things her son can do. Mr. Matkulak testified that he relies on his attorney for everything. His concern is the constant use of attorneys for different issues that arise. Mr. Matkulak's house is 4500 sq. ft. Mr. Matkulak does not have a mortgage payment. There is a different standard. Ms. Davis testified about the ability to put away money; saving, contribute to 401k. Ms. Davis is doing the best she can. Ms. Davis has a net worth of \$460,000 verses Mr. Matkulak's network of \$8 million. The Court should consider as a need for Ms. Davis for security. Ms. Davis has the child 50% of the time. This yields security for the child as well. Considering the evidence presented, Ms. Davis should not have to work two jobs, or Ms. Davis' 2<sup>nd</sup> income should not be counted. The \$250 of additional support is something Ms. Davis could use. Ms. Davis is working two jobs to reach a \$60,000 per year mark. A reasonable upward deviation is consistent with Mr. Meador's suggestion. If Mr. Matkulak were paying 16%, this is a \$6000 bill. *Referred to the February 25, 2021 statement made by the Court.* As late as December 2020, it was still Mr. Matkulak's legal position that Mr. Matkulak is entitled to a downward deviation. In Mr. Matkulak's settlement conference statement from November 2020, Mr. Matkulak wanted to lower his child support obligation by \$700. They have attempted to show specific circumstances. They have shown the circumstances of the parties and Mr. Matkulak's ability to pay. Mr. Matkulak asserted the downward deviation through December, but evidence was never provided to warrant a downward deviation. Ms. Davis has spent an excess of \$26,000 in attorney's fees. Requesting Ms. Davis seek attorney's fees consistent with the case law.

**Mr. Meador provided his closing argument.** At the time Mr. Matkulak argued for a downward deviation, Ms. Davis' financial disclosure indicated Ms. Davis was able to cover the cost of her bills. Ms. Davis was offered more from day one, prior to Ms. Davis' filing. Ms. Davis demanded \$7500.00 to \$11,000 per month. When Mr. Matkulak referred to the law, this was unreasonable. His client has a constitutional right to make decision on how to raise his child. Mr. Matkulak can choose the level of affluence Mr. Matkulak believes is appropriate for Bennett. Pursuant to the joint physical custody, the state of Nevada may decide the appropriate amount of child support. He does not believe that Ms. Davis offered admissible evidence that Bennett's needs are not being met. Counsel argues that the single greatest need is more time. Ms. Davis' testimony is Ms. Davis works her additional hours when Bennett is not present. *Referred to the factors.* There was no evidence that Bennett had special needs. No evidence provided for the support of others. There was no evidence provided that either party provides more services than the other party. Ms. Davis may desire to go out to dinner more. Ms. Davis did not inform them of the cost for dinners or the cost of her home. It is undisputed that Mr. Matkulak earns more than Ms. Davis. Ms. Davis admitted that Bennett's basic needs are met. Ms. Davis saved more money now than before Bennett's birth. Ms. Davis' ability to put money away for retirement is not listed in the statute. Ms. Davis has about \$1337 to \$1387 a month of excess income at the statutory amount. Ms. Davis is also not paying the cost of Bennett's swimming. With the additional \$1337, Ms. Davis can elect to go out to dinner more often. Mr. Matkulak testified he frequently takes clients to dinner as part of his job. He does not believe that Ms. Davis testified that she takes clients to dinner. He is asking that the Court to draw an inference on this cost. There is no evidence that Bennett is suffering emotionally because Bennett is living in a home that is smaller than Mr. Matkulak's home. Ms. Davis testified that she did not seek an upward deviation to acquire a

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maid. The argument of disparity of is not the law. There is no evidence that Ms. Davis works more hours per week than Mr. Matkulak. Agree that Ms. Davis may carry the health insurance, pursuant to the 30/30-day rule. They agreed and discussed on the insurance at the Case Management Conference that Mr. Matkulak would also carry the health insurance. Agree for the parties to communicate through Our Family Wizard with the exception of an emergency. Agree to a non-disparagement clause. Agree to phone communication daily, but not on the day the exchange occurs. Mr. Matkulak states the holiday schedule is acceptable to him. The holiday schedule warrants a revision once Bennett is school age. Requests the Court take judicial notice that while dependency exemption phases out, head of household benefits do not. It is undeniable that Mr. Matkulak earns more than Ms. Davis. Ms. Davis would have over \$1300 a month. Ms. Davis owns a house with a mortgage of approximately \$1250. Ms. Davis pays for a rental home in the amount of \$1900 per month. Ms. Davis made this choice to rent. It is his position to second guess Ms. Davis' choice. Ms. Davis has claimed she cannot pay legal fees. Based on Ms. Davis' December financial disclosure, Ms. Davis obtained an investment in the amount of \$32,000. He does not fault Ms. Davis for taking her position of an upward adjustment. Since Mr. Ryan has been involved, it has been in a range understandable. The \$7500 per month was unreasonable. Ms. Davis should not be punished for asking more than the statutory amount. Mr. Matkulak should not have to pay for Ms. Davis' attorney's fees. He apologizes for there the issue with the billing system for attorney's fees. He also apologizes for disclosing an address. The correct decision is to order Mr. Matkulak to pay child support, based on the formula calculated by his expert. Each party should pay their own attorney's fees and costs. *The Court posed questions.* Child support should cover the basic needs of the child. His argument is that Ms. Davis' position is that it only matters that Mr. Matkulak earns more than Ms. Davis. The obligor's ability to pay is not the need of Bennett. The Court consider this if Bennett's needs are not being met.

**Mr. Ryan:** *Referred to NAC 425.150.*

*Break until 4:19 p.m.*

**THE COURT'S FINDINGS AND ORDER:** Ms. Davis' testimony will be limited to what Ms. Davis provided at the deposition. However, the issue of reasonableness was not known at the time of the deposition, given the fact the financial disclosures were not known. The Court allowed Mr. Ryan to argue on the issue of a "reasonable" amount. The Court took judicial notice of all pleadings previously filed in this case, wherein all prior pleadings have been admitted. The Court took this matter under submission.

The clerk's minutes are not an order of the Court. They may be altered, amended or superseded by a written order. The matter was reported by Sunshine Court Reporting. A transcript must be requested directly from the Court Reporter.

**Exhibit List**

Title: \*SEAL\* CUST: KOURTNEY L. DAVIS VS TONY MATKULAK (D12)

PETR: Kourtney Davis ATTY: Kevin P. Ryan, Esq.

RESP: Tony Matkulak ATTY: Shawn B Meador, Esq.

Case No: FV20-00559 Dept. No: 12 Clerk: R. Branum Date: March 11, 2021

\* The Court took judicial notice of all pleadings previously filed in this case. All prior pleadings are admitted.

EXHIBIT	PARTY	DESCRIPTION	MARKED	OFFERED	3/11/2021
A	PETR	Text Message Correspondence (PAGE 205)	3/11/2021	3/11/2021	Admitted Over Objection
A	PETR	Text Message Correspondence (PAGE 212)	3/11/2021	3/11/2021	Admitted Over Objection
A	PETR	Text Message Correspondence (PAGE 208)	3/11/2021	3/11/2021	NOT ADMITTED
A	PETR	Text Message Correspondence (PAGE 213)	3/11/2021	3/11/2021	NOT ADMITTED
A	PETR	Text Message Correspondence (PAGE 206)	3/11/2021	3/11/2021	Admitted Without Objection
A	PETR	Text Message Correspondence (PAGE 207)	3/11/2021	3/11/2021	Admitted Without Objection
B	PETR	Email Correspondence	3/11/2021	3/11/2021	NOT ADMITTED
C	PETR	Promissory Note	3/11/2021	3/11/2021	Admitted Without Objection
D	PETR	Expert Witness Report	3/11/2021	3/11/2021	Admitted By Stipulation
E	PETR	Respondent's Initial Financial Disclosure Form 6/25/2020)	3/11/2021	3/11/2021	*Admitted
F	PETR	Respondent's Settlement Conference Statement	3/11/2021	3/11/2021	*Admitted
G	PETR	Petitioner's Proposed Holiday Schedule	3/11/2021	3/11/2021	Admitted Over Objection
I	RESP	Respondent's General Financial Disclosure Form - February 4, 2021	3/11/2021	3/11/2021	*Admitted

2	RESP	Petitioner's 3 <sup>rd</sup> Amended General Financial Disclosure Form – January 6, 2021	3/11/2021	3/11/2021	*Admitted
3	RESP	Petitioner's 2 <sup>nd</sup> Amended General Financial Disclosure Form – December 11, 2020	3/11/2021	3/11/2021	*Admitted
4	RESP	Petitioner's Amended General Financial Disclosure Form – October 14, 2020	3/11/2021	3/11/2021	*Admitted
5	RESP	Petitioner's General Financial Disclosure Form – July 6, 2020	3/11/2021	3/11/2021	*Admitted
6	RESP	Respondent's Settlement Offer Letter September 9, 2019	3/11/2021	3/11/2021	NOT ADMITTED
7	RESP	Respondent's Settlement Offer Letter January 20, 2021	3/11/2021	3/11/2021	Admitted over objection

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1 Code:

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3  
4 IN THE FAMILY DIVISION  
5 OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
6 IN AND FOR THE COUNTY OF WASHOE

7  
8 KOURTNEY L. DAVIS,

9 Petitioner,

Case No. FV20-00559

10 vs.

Dept. No. 12

11 TONY MATKULAK,

12 Respondent.  
13 \_\_\_\_\_/

14  
15 **ORDER ESTABLISHING CUSTODY, VISITATION AND CHILD SUPPORT**

16 This matter came before the Court on March 11, 2021, for trial by audio visual means  
17 pursuant to the Administrative Order entered March 16, 2020, and Nevada Supreme Court Rule  
18 Part IX-B. on the *Verified Petition to Establish Custody, Visitation and Child Support*, filed by  
19 Petitioner, Kourtney L. Davis (Ms. Davis) on April 29, 2020. Ms. Davis was present with counsel,  
20 Kevin P. Ryan, Esq, of Bader & Ryan, LTD. Respondent, Tony Matkulak (Mr. Matkulak) was  
21 present with counsel, Shawn B Meador, Esq. of Woodburn & Wedge.

22 Following a day long trial, in which the Court heard the testimony of the parties, reviewed  
23 the exhibits admitted into evidence, including the report prepared by Michelle L. Salazar,  
24 CPA/ABV, CVA, DFE, CDFA admitted by stipulation; and having heard the arguments of  
25 counsel, this Court issues the following Findings of Fact, Conclusions of Law and Orders:

26 ///

27 ///

1 **FINDINGS OF FACT; CONCLUSIONS OF LAW**

2 **Stipulated Findings of Fact**

3 1. The parties are unmarried and the parents of Bennett Davis Matkulak, born May 2, 2018.

4 2. This Court has the necessary UCCJA, UCCJEA and PKPA initial and continuing  
5 jurisdiction to enter orders regarding child custody and visitation regarding the minor child, and  
6 hereby exercises said jurisdiction.

7 3. Mr. Matkulak is the biological father of the minor child pursuant to NRS 126.053.

8 4. Based upon the agreement of the parties, the parties shall share joint legal custody of  
9 Bennett.

10 5. Based upon the agreement of the parties, the parties shall share joint physical custody of  
11 Bennett. Given Bennett's young age, the current timeshare is a 2-2-3 schedule.

12 6. Based upon the agreement of the parties the final order will include a non-disparagement  
13 clause.

14 7. This Court has jurisdiction over the parties and subject matter of this action to enter  
15 orders regarding the minor children.

16 8. The parties are entitled to a judgment and decree of custody and visitation finally  
17 resolving each of these issues.

18 **Contested Issues**

19 The contested issues presented at trial relate to the appropriate holiday schedule; child  
20 support; childcare costs; extracurricular costs; who should provide insurance coverage for Bennett  
21 and payment of uncovered medical costs, dependent claim; and attorney's fees.

22 **Holiday Schedule**

23 Ms. Davis presented a holiday schedule that was unopposed by Mr. Matkulak, as such Ms.  
24 Davis's proposal is adopted by the Court as being in the best interest of the minor child.<sup>1</sup>

25 <b>Holiday</b>	25 <b>Odd Years</b>	25 <b>Even Years</b>
26 Thanksgiving	26 Mother	26 Father

27 <sup>1</sup> In establishing a holiday schedule, the Court did not analyze each best interest factor, rather the Court relies on NRS  
28 125C.0035(4)(d), without an established holiday schedule, there is a greater likelihood of conflict between the parties  
in deciding how to share holidays and special days. A further analysis of the best interest factors was not completed  
in light of the fact that the proposed holiday schedule was a very standard schedule.

1	Christmas	Father	Mother
2	Spring Break	shared	shared
3	Easter	Mother	Father
4	Bennett's Birthday	Father	Mother
5	Mother's Day	Mother	Mother
6	Memorial Day	Mother	Father
7	Father's Day	Father	Father
8	4 <sup>th</sup> of July	Mother	Father
9	Labor Day	Father	Mother
10	Fall Break	Father	Mother
11	Halloween	Mother	Father

12        Thanksgiving: Until Bennett begins school, the holiday will begin on the Wednesday  
13 before Thanksgiving at 4:00 p.m. until the Sunday following Thanksgiving at 4:00 p.m. Once  
14 Bennett begins school, the holiday will begin when school is released before Thanksgiving until  
15 Bennett is returned to school on the Monday following Thanksgiving.

16        Christmas: Until Bennett begins school, Christmas will be defined as from 9:00 a.m. on  
17 December 24<sup>th</sup> until noon on December 26<sup>th</sup>. The parent who does not have Christmas will have  
18 Bennett from noon on December 26<sup>th</sup> until noon on December 28<sup>th</sup>. Once Bennett begins school,  
19 the parent entitled to Christmas will be entitled to the first half of Bennett's Break from school.  
20 This half of the break will include Christmas Eve and Day. The other parent will be entitled to  
21 second half of the break.

22        Spring Break: Once Bennett is in school, so long as Spring Break is two weeks long, the  
23 break will be equally divided between the parties with the first week going to the parent whose  
24 custody schedule falls on the first weekend of the break until 9:00 a.m. on the following Friday.  
25 The second week will be defined from 9:00 a.m. on the middle Friday of the break until 9:00 a.m.  
26 on the final Friday of the break.

27        Easter: The parent entitled to Easter shall have the minor child from 4:00 p.m. on the  
28 Saturday before Easter until 1:00 p.m. on Easter Sunday. The other parent shall have the child

1 from 1:00 p.m. on Easter Sunday until 9:00 a.m. the Monday following.

2 Bennett's Birthday: Birthday visitation shall be defined as from 9:00 a.m. on Bennett's  
3 birthday to 9:00 a.m. the day following.

4 Mother's Day/ Father's Day: Mother's Day/Father's Day shall be defined as the Friday  
5 before Mother's Day/Father's Day from 9:00 a.m. until 9:00 a.m. on the Monday following  
6 Mother's Day/Father's Day.

7 Memorial Day/ Labor Day: The party entitled to this holiday will have the minor child  
8 9:00 a.m. on the Friday before the holiday until 9:00 a.m. on the Tuesday following the holiday.

9  
10 4<sup>th</sup> of July: Custody shall begin on July 3<sup>rd</sup> at 9:00 a.m. until July 5<sup>th</sup> at 4:00 p.m.

11 Fall Break: Once Bennett is in school the parties will alternate who has Bennett for this  
12 school break. This break is defined as from when Bennett is released from the school proceeding  
13 the break until he is returned to school following the break.

14 Halloween: This holiday shall be defined as from 4:00 p.m. on October 31st until 9:00  
15 a.m. on November 1<sup>st</sup>.

16 Vacation Time: Each parent shall have the right to 14 days of custody to be taken in two  
17 blocks of not more than seven consecutive days, for the purpose of vacation, during the calendar  
18 year, as long as the vacation time does not interfere with the holiday schedule set forth above,  
19 unless agreed to by the parents. The party who wishes to exercise his/her vacation time, shall give  
20 the other party notice, in writing, a minimum of 30-days prior to the scheduled vacation time. In  
21 the event there is a conflict between the vacation time requested, in even years Father will have 1<sup>st</sup>  
22 choice and in odd years Mother will have 1<sup>st</sup> choice. The parent exercising vacation time shall  
23 notice the other parent of the vacation location, duration, and provide contact information  
24 regarding where Bennett will be staying. If either parent does not exercise his/her 14 days of  
25 vacation time during the calendar year, those days are forfeited.

26 Each party are entitled to two vacation periods of up to seven days for each period. If a  
27 parent elects to take a vacation shorter than seven days, that parent forfeits the additional days.  
28 For example, if a parent takes one vacation for 5 days, he/she may not add the other two days to

1 his/her second vacation block.

2 Telephone Access: Each party shall have the right to make one phone call/facetime call to  
3 Bennett when Bennett is in the custody of the other parent. Parents shall keep these calls within  
4 reasonable hours and for a reasonable duration, during Bennett's normal waking hours. Bennett  
5 may contact the non-custodial parent anytime he wants.

6 Child Support

7 Child support in this case is governed by NAC 425.

8 As the parties are sharing joint physical custody of Bennett, the parties are both "obligors."  
9 *NAC 425.037.*

10 "It is presumed that the basic needs of a child are met by a child support obligation  
11 established pursuant to the guidelines set forth in this chapter, however, this presumption may be  
12 rebutted by evidence that the needs of a particular child are not met or are exceeded by such a child  
13 support obligation." *NAC 425.100(2).* Basic needs are not defined in NAC 425.<sup>2</sup>

14 While Mr. Matkulak questioned the amount that Ms. Davis was capable of earning, in his  
15 trial statement, he agreed to use her claimed gross monthly income of \$5,144 to calculate her child  
16 support obligation. Ms. Davis works two jobs to earn this GMI. Further her GMI includes rental  
17 income.  $\$5,144 \times 16\% = \$823.04$  per month.

18 Ms. Davis asserted Mr. Matkulak's GMI was \$38,240. Mr. Matkulak stated his average  
19 GMI was \$38,392.42.<sup>3</sup> This figure was used to calculate his child support obligation.

20  $\$6,000 \times 16\% = \$960$

21  $\$4,000 \times 8\% = \$320$

22  $\$28,392.42 \times 4\% = \$1,135.70$

23  $\$960 + \$320 + \$1,135.70 = \$2,415.70$  per month.

24 In accord with NAC 425.115(3), Mr. Matkulak's owes Ms. Davis \$1,592.56 per month as

25  
26 <sup>2</sup> In NRS Chapter 159A.186, basic needs of a child are defined to include, without limitation, "food, shelter, clothing  
and medical care." However, this guardianship definition does not assist the Court in determining what basic needs  
means in the context of the NAC as medical support is carved out into a separate determination. *See NAC 425.135.*

27 <sup>3</sup> In his trial statement Mr. Matkulak stated, "After filing his most recent financial disclosure Father discovered the  
28 need for some modest corrections to his 2020 income." Mr. Matkulak states his financial disclosure forms reflect his  
2020 was \$34,082.91 per month as compared to \$38,392.42 per month; a difference of \$4,309.51 per month. This  
modest error equates to approximately 85% of Ms. Davis's gross monthly income of \$5,144.

1 and for child support of Bennett. ( $\$2,415.70 - \$823.04 = \$1,592.56$ ).

2 Mr. Matkulak asserted that Ms. Davis's financial disclosure form reflected she pays \$787  
3 for Bennett's direct expenses, these direct expenses are listed as \$468 for childcare; \$85 for  
4 clothing; \$131 for entertainment, gifts, and toys; \$53 for half the cost of swimming lessons; and  
5 \$50 for diapers and wipes. Thus, his argument is that Bennett's basic needs are amply provided  
6 for with the payment of \$1,592.56 per month in child support. However, these direct expenses do  
7 not include food or shelter. Of the personal expense schedule set forth in her financial disclosure  
8 form, Ms. Davis pays the sum of \$1,950 for rent for the residence Bennett lives in half the time;  
9 she pays \$206 per month for utilities; she pays \$550 per month for food; and she pays \$303 in auto  
10 expenses.<sup>4</sup> These expenses are incurred in part to assure that Bennett's basic needs for food and  
11 shelter are met and that he can be transported to and from childcare, visitation exchanges and  
12 swimming. The point is that Bennett's basic needs go well beyond his direct expenses.

13 "If the court establishes a child support obligation that is greater or less than the child  
14 support obligation that would be established pursuant to the guidelines set forth in this chapter, the  
15 court must (a) Set forth findings of fact as the basis for the deviation from the guidelines; and (b)  
16 Provide in the findings of fact the child support obligation that would have been established  
17 pursuant to the guidelines." *NAC 100(3)*.

18 Bennett is three years old. Both of the parties work full time jobs. Childcare is a necessary  
19 expense. Currently the parties agree that childcare costs are \$936 per month. This Court has the  
20 right to make an equitable division of the cost of childcare. Given the fact that Mr. Matkulak earns  
21 7.46 times the amount per month that Ms. Davis earns and that his monthly housing expenses are  
22 half of what Ms. Davis pays for housing, equity demands that Mr. Matkulak pay any and all  
23 childcare costs incurred for Bennett. *See NAC 425.130*.

24 Medical support for Bennett is required, however, the Court can assess who provides and  
25 pays for the premium for health insurance and who pays the uncovered amounts. *NAC 425.135*.

---

26 <sup>4</sup> Mr. Matkulak does not pay rent or a mortgage, his housing expenses are property taxes of \$636.63 per month. He  
27 pays an HOA of \$40 per month and house insurance in the amount of \$112.74 for a total housing expense of \$789.37.  
28 He pays \$483 in utilities and \$600 per month in yard care. He pays \$1,800 per month in food expenses. His direct  
expenses for Bennett per month are \$468 for childcare; \$100 for clothing; \$150 for extracurriculars; \$237.50 for health  
insurance; \$30 for transportation costs for visitation; and \$50 for other for a total of \$1,035.50.

1 Bennett is currently covered by Mr. Matkulak for a monthly cost of \$237.50. Given Mr.  
2 Matkulak's superior earnings, the cost of plan, co-payments, deductibles, and maximum out-of-  
3 pocket expenses shall be born solely by Mr. Matkulak. This obligation will include the cost of  
4 glasses or braces if necessary in the future.

5 Ms. Davis testified that she had access to health coverage for Bennett without cost. Mr.  
6 Matkulak has the right to utilize this policy so long as it is available. If Mr. Matkulak elects to  
7 continue to pay for the policy he has for Bennett, Ms. Davis is encouraged to retain her policy as  
8 a secondary policy for Bennett.

9 Currently Bennett is in swimming. However, as he gets older, it is likely that he will  
10 participate in many more extracurricular activities. Given the vast disparity between the parties'  
11 income, Mr. Matkulak shall pay 75% for all extracurricular activities, including all costs for  
12 equipment and supplies necessary for said extracurricular activities and Ms. Davis will pay 25% of  
13 these costs.

14 The parties shall confer with one another and either agree or disagree in advance and in  
15 writing to their child's participation in any extracurricular activity. If the parties mutually agree  
16 on an extracurricular activity, they shall divide the cost as set forth above and commit to getting  
17 Bennett to the agreed upon activity. If the parties disagree on the child's participation in an  
18 extracurricular activity, the parent insisting on the activity shall assume the entire cost of the  
19 activity. Moreover, if the activity is not agreed upon, it may not unreasonably interfere with the  
20 other parent's custodial time and the non-agreeing parent has no obligation to get the child to that  
21 activity or any event associated therewith.

22 Neither party shall unreasonably withhold consent to an activity.

23 Ms. Davis asked the Court for an upward adjustment of child support based upon the vast  
24 disparity between the parties' income. Mr. Matkulak opposed this upward adjustment based upon  
25 his assertion that Bennett's needs were met with his payment of his basic child support obligation.

26 **NAC 425.150 Adjustment of child support obligation in accordance with specific**  
27 **needs of child and economic circumstances of parties. ([NRS 425.620](#))**  
28

1           1. Any child support obligation may be adjusted by the court in accordance with the  
2 specific needs of the child and the economic circumstances of the parties based upon the  
3 following factors and specific findings of fact:

4           (a) Any special educational needs of the child:

5           *There are no known special educational needs for Bennett.*

6           (b) The legal responsibility of the parties for the support of others;

7           *Neither party has the legal responsibility for the support of others.*

8           (c) The value of services contributed by either party;

9           *There is no indication that either party provides greater services to Bennett.*

10          (d) Any public assistance paid to support the child;

11          *Not applicable.*

12          (e) The cost of transportation of the child to and from visitation;

13          *This cost is de minimus given that both parties reside in Reno, Nevada.*

14          (f) The relative income of both households, so long as the adjustment does not exceed  
15 the total obligation of the other party;

16          *Mr. Matkulak has a GMI of \$38,392.42 as compared to Ms. Davis who has a GMI of*  
17 *\$5,144 and who works two jobs. Mr. Matkulak 7.46 times the amount that Ms. Davis earns*  
18 *per month.*

19          (g) Any other necessary expenses for the benefit of the child; and

20          *Bennett is in child care; some extracurricular activities and he needs health insurance.*

21          (h) The obligor's ability to pay.

22          *Mr. Matkulak clearly has the ability to pay child support.*

23           Ms. Davis's monthly income is one seventh that of Mr. Matkulak's. Her monthly expenses  
24 are approximately one half those of Mr. Matkulak. Ms. Davis works two jobs to earn the sums  
25 she does.<sup>5</sup> She is able to put aside approximately 10% of her monthly income toward her  
26 retirement. Mr. Matkulak invests \$2,166.67 per month in his retirement, and he is able to save an  
27 amount greater than Ms. Davis's monthly income. Ms. Davis has a housing expense of \$2,156<sup>6</sup>  
28 as compared to Mr. Matkulak who has a housing expense of \$1,272.37.<sup>7</sup> Ms. Davis testified her  
home is 1,600 square feet, three-bedroom house with a 5' square rock back yard. She testified that  
Mr. Matkulak lives in a 4500 square foot home with five bedrooms; and a five-car garage. She  
states the home is located on an acre and one half. Ms. Davis spends one third the amount that  
Mr. Matkulak does on food.

          Ms. Davis testified she wants a home for Bennett with a backyard and a security system.  
She would like to not work two jobs. A review of Ms. Davis's financial disclosure reveals she is

<sup>5</sup> Ms. Davis works Monday through Friday from 8:00 a.m. until 5:00 p.m. Additionally she does private coaching every Tuesday and every other Wednesday and Thursday.

<sup>6</sup> Rent and utilities.

<sup>7</sup> Property taxes, insurance, HOA fees and utilities.

1 living very fugally.

2       The Nevada Supreme Court held in *Barbagallo v. Barbagallo*, 105 Nev.546, 779 P.2d 532  
3 (1989) the expenses related to raising a child are most likely increased in joint physical custody  
4 cases. Further, in determining the appropriate amount of support a greater weight must be given  
5 to the standard of living and circumstances of each parent, their earning capacities, and relative  
6 financial means. Of course, this case was decided based upon NRS Chapter 125B, which has been  
7 replaced by NAC Chapter 425. However, *Barbagallo* has not been overturned by the new child  
8 support law. NAC Chapter 425 does not define the terms “basic needs” or “specific needs” and  
9 this Court finds the language of *Barbagallo* lends guidance, “[w]hat really matters . . . is whether  
10 the children are being taken care of as well as possible under the financial circumstances in which  
11 the two parents find themselves.” This language confirms that the needs of a child are subject to  
12 the socio-economic position of the child’s parents.

13       Another indicator that each child’s “needs” are to be determined by the Court on a case-  
14 by-case basis is the language of the code, which states support is to be based “in accordance with  
15 the specific needs of the child” conjunctively with the economic circumstances of the parties. NAC  
16 425.150. This language leaves no doubt that this Court should analysis Bennett’s *specific* needs  
17 in light of his parent’s economic circumstances.<sup>8</sup>

18       In this case, Ms. Davis works two jobs to earn \$5,144 per month or \$61,728 annually as  
19 compared to Mr. Matkulak who earns \$38,392.42 per month or \$460,709 annually. Mr. Matkulak  
20 earns better than half of Ms. Davis’s annual income in one month.

21       This Court finds Bennett’s specific needs are not met by the award of the statutory amount  
22 of child support based upon the gross disparity in the parties’ income, taken in conjunction with  
23 the parties’ expenses for food and shelter and as such finds Mr. Matkulak has the ability to pay  
24 Ms. Davis additional support.

25       As stated above Mr. Matkulak’s base child support obligation, prior to offset, would be  
26 \$2,415.70. His child support obligation after offset is \$1,592.56. Based upon this Court’s  
27 equitable determination that Mr. Matkulak will pay all childcare expenses, all medical expenses

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28 <sup>8</sup> The Court did take into consideration the fact that Ms. Davis has a membership at Hidden Valley Country Club and  
the use of a familial vacation home in Lake Almanor when comparing the parties’ total economic circumstances.

1 and 75% of all extracurricular activities, the Court finds an upward adjustment of \$2,000 is  
2 warranted to meet the specific needs of Bennett in conjunction with the parties' economic  
3 circumstances.

4 Commencing July 1, 2021, Mr. Matkulak shall pay Ms. Davis the sum of \$3,500 per month  
5 as and for child support. Additionally, he shall pay all childcare costs; all medical costs; and 75%  
6 of all extracurricular costs.

#### 7 Dependent Claim

8 In even numbered years Mr. Matkulak shall be entitled to the dependency credit and  
9 childcare deduction for Bennett and in odd numbered years Ms. Davis shall be entitled to the  
10 dependency credit and childcare deduction for Bennett.

#### 11 Attorney's Fees

12 On January 6, 2021, Ms. Davis filed a motion for award of interim attorney's fees and  
13 costs. This motion was submitted and held in abeyance pending the outcome of the trial. Ms.  
14 Davis correctly stated the relevant law.

15 NRS 125C.250 provides:

16 Except as otherwise provided in NRS 125C.0689, in an action to determine legal custody,  
17 physical custody, or visitation with respect to a child, the court may order reasonable fees  
18 of counsel and experts and other costs of the proceeding to be paid in proportions and at  
19 times determined by the court.

20 At trial it was established that Ms. Davis had paid fees and costs associated with this case,  
21 through February the sum of \$26,000. This sum did not include the cost of trial. Ms. Davis had to  
22 borrow money from her father to support the costs of litigation.

23 Mr. Matkulak asserted that the extreme cost of litigation was due to Ms. Davis's request  
24 for more than the statutory amount of child support and based upon the fact that Ms. Davis had  
25 three attorneys leading up to trial.<sup>9</sup>

26 Mr. Matkulak confirmed at trial that he did promulgate the legal theory that the statutory

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27 <sup>9</sup> The Court note that Ms. Davis's current counsel it who filed the instant action, so her prior lawyers were engaged  
28 for pre litigation negotiations. Further this Court takes note that Mr. Ryan's fees at \$300 per hour are well below the  
market price for an attorney of his skill and knowledge.

1 amount of child support was in excess of the child's needs and as such he should, in theory, be  
2 entitled to a downward adjustment in his child support obligation.

3 Mr. Matkulak testified that the purpose in his request for a downward adjustment of his  
4 child support was to convince Ms. Davis to accept his offer of a slight upward adjustment. This  
5 strategy necessarily increased the costs of this litigation as the starting point for negotiations was  
6 not the statutory amount of child support, but rather a threat of litigation is Ms. Davis did not  
7 accept his offer of payment of slightly more child support or he would pursue his quest for a  
8 downward adjustment. And all evidence suggests that he only abandoned this request after the  
9 settlement conference.

10 Additionally, Mr. Matkulak's insisted his attorney be involved in even the most mundane  
11 decisions related to Bennett. At trial Ms. Matkulak testified that he had not paid any fees or costs  
12 associated with this action, but he believed his attorney's hourly rate was approximately \$400.

13 The evidence revealed that Mr. Matkulak would not pay one half of a medical bill incurred  
14 by Ms. Davis on Bennett's behalf without the bill being handled by his attorney. *See Petitioner's*  
15 *Exhibit A*. When asked on the witness stand he stated that so long as his attorney told him it was  
16 fine to share a medical bill then he would be willing to divide the bill. Asked if he had any  
17 objection to Ms. Davis speaking with Bennett once a day while Bennett was in his care, he stated  
18 he would comply with the Court's order. Mr. Matkulak stated that he is paying all of Bennett's  
19 childcare expenses because he pays one-half directly to the provider and one-half to Ms. Davis as  
20 part of his child support obligation.

21 The Court confirms its prior statement that Mr. Matkulak is using his superior wealth to  
22 unnecessarily increase the cost of litigation.

23 As such the Court will award Ms. Davis attorney's fees and costs associated with this  
24 action.

25 "A party can prevail under NRS 18.010 if it succeeds on any significant issue in litigation  
26 which achieves some of the benefit it sought in bringing suit." *Valley Elec. Ass'n v. Overfield*, 122  
27 Nev. 7,10, 106 P.3d 1198, 1200 (2005.)

28 In making an award of fees, the Court also examines the reasonableness of attorneys' fees

1 under the factors set forth in *Brunzell*:

2 (1) the qualities of the advocate: his ability, his training, education, experience,  
3 professional standing and skill; (2) the character of the work to be done: its  
4 difficulty, its intricacy, its importance, time and skill required, the responsibility  
5 imposed and the prominence and character of the parties where they affect the  
6 importance of the litigation; (3) the work actually performed by the lawyer: the  
skill, time and attention given to the work; (4) the result: whether the attorney was  
successful and what benefits were derived.

7 85 Nev. at 349, 455 P.2d at 33. Each of these factors must be given consideration. *Id.* 85 Nev. at  
8 350, 455 P.2d at 33.

9 The district court's decision to award attorney fees is within its discretion and will not be  
10 disturbed on appeal absent a manifest abuse of discretion. *Capanna*, 134 Nev. at 895, 432 P.3d at  
11 734 (2018).

12 NRS 18.020(3) provides costs must be allowed to a prevailing party against any adverse  
13 party against whom judgment is rendered in an action for the recovery of money or damages,  
14 where the plaintiff seeks to recover more than \$2,500.

15 Counsel for Ms. Davis is directed to provide this Court with an affidavit pursuant to  
16 *Brunzell* and *Wilfong* for an award of attorneys' fees and costs within 20 days. Mr. Matkulak shall  
17 have the requisite period of time in which to oppose. Ms. Davis shall submit the matter thereafter.

18 **Additional Orders**

19 Each Parent shall refrain from criticizing or denigrating the other Parent in the presence of  
20 the minor child or within the hearing distance of the minor child. Additionally, each Parent shall,  
21 in good faith, prevent the minor child from being exposed to comments from any third party that  
22 are denigrating or critical of the other Parent. Each party shall avoid behavior which might serve  
23 to undermine Bennett's love and respect for the other parent. Each party shall encourage love and  
24 respect between Bennett and the other parent, and neither party shall do anything which may  
25 knowingly hamper the other's relationship with Bennett.

26 Each Parent shall not, on any social media, denigrate or criticize the other Parent or the  
27 other Parent's immediate family and, will, in good faith, attempt to prevent third parties from so  
28 doing. Each Parent shall not discuss the nature of this action with the children.

1  
2 The parties shall continue to utilize Our Family Wizard as their primary mode of  
3 communication, in the absence of an emergency involving the minor child, for the entirety of  
4 Bennett's minority, absent written agreement between the parties. The communications between  
5 the parties shall be limited to issues pertaining to the well-being and care of Bennett. The parties  
6 shall check for communications on Our Family Wizard a minimum of every Monday and  
7 Thursday, and shall respond that day if the other parent's communication requests a response or  
8 poses a question. In addition, anything that has been scheduled for the minor child shall be  
9 included on the Our Family Wizard calendar.

10 **IT IS FURTHER ORDERED AND THE PARTIES ARE PUT ON NOTICE** that they  
11 are subject to the requirements of the following Nevada Revised Statutes:

12 **NRS 125.510(6) regarding abduction, concealment or detention of a child:**

13 **PENALTY FOR VIOLATION OF THE ORDER:** THE ABDUCTION,  
14 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS  
15 PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130.

16  
17 NRS 200.359 provides that every person having a limited right of custody to a child or any  
18 parent having no right of custody to the child who willfully detains, conceals or removes the child  
19 from a parent, guardian or other person having lawful custody or right of visitation of the child in  
20 violation of an order of this court, or removes the child from the jurisdiction of the court without  
21 the consent of either the court or all persons who have the right to custody or visitation is subject  
22 to being punished for a category D felony as provided in NRS 193.130.

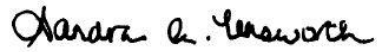
23 The State of Nevada, United States of America, is the habitual residence of the minor  
24 children. The parties are hereby put on notice that the terms of the Hague Convention of October  
25 25, 1980, adopted by the Fourteenth Session of the Hague Convention on Private International  
26 Law, apply if a parent abducts or wrongfully detains a child in a foreign country.

1 NRS 125C.200 requires that a parent wishing to move their residence outside the State of  
2 Nevada and to take a child or children with them must as soon as possible and before the planned  
3 move attempt to obtain the written consent of the non-custodial parent or permission of the Court.

4 The parties are hereby notified that, pursuant to NRS 125B.145, each person subject to this  
5 Order may request a review of the order for child support every three (3) years or at any time based  
6 on changed circumstances.

7 **GOOD CAUSE APPEARING, IT IS SO ORDERED.**

8 Dated this 14 day of June, 2021.

9  
10 

11 \_\_\_\_\_  
12 Sandra A. Unsworth  
13 District Judge  
14  
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16 FV20-00559  
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**ELECTRONIC FILING:**

I Hodgson

## Judicial Assistant

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1 **Code: 2545**

2 Kevin P. Ryan, Esq., NSB 4371  
3 Bader & Ryan, Ltd.  
4 232 Court Street  
5 Reno, NV 89501  
6 (775) 322-5000  
7 Attorneys for Kourtney L. Davis

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IN THE FAMILY DIVISION OF  
THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

\*\*\*

KOURTNEY L. DAVIS;

Petitioner,

vs.

TONY MATKULAK;

Respondent.

Case No.: F20-00559

Dept. No.: 12

**NOTICE OF ENTRY OF ORDER**

PLEASE TAKE NOTICE that the *ORDER ESTABLISHING CUSTODY, VISITATION AND CHILD SUPPORT*, attached hereto was filed in the above-entitled Court on June 14, 2021.

**AFFIRMATION PURSUANT TO NRS 239B.030**

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DATED this 16<sup>th</sup> day of June, 2021.

BADER & RYAN, LTD.

By: 

Kevin P. Ryan, Esq.  
232 Court Street  
Reno, NV 89501  
(775) 322-5000  
Attorneys for Petitioner

**CERTIFICATE OF SERVICE**

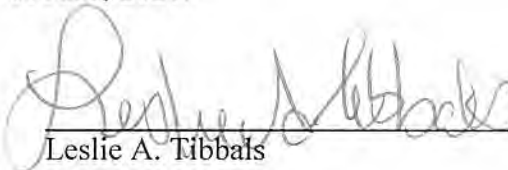
Pursuant to NRCP 5(b), I hereby certify that I am an employee of Bader & Ryan, Ltd., and that on the date set forth below, I served a true copy of the foregoing document on the party(ies) identified below by:

- \_\_\_\_\_ Placing an original or true copy thereof in a sealed envelope, postage prepaid, placed for collection and mailing in the US Mail at Reno, Nevada.
- \_\_\_\_\_ Personal delivery.
- \_\_\_\_\_ Facsimile to the following number:
- \_\_\_\_\_ Electronic Service via email to:
- \_\_\_\_\_ Federal Express or other overnight delivery.
- \_\_\_\_\_ Reno Carson Messenger Service.
- \_\_\_\_\_ Certified Mail Return Receipt Requested.
- XXX Electronic Service via ECF System as maintained by the Court.

addressed to:

Shawn B. Meador, Esq.  
Woodburn & Wedge  
6100 Neil Road, Ste. 500  
PO Box 2311  
Reno, NV 89505

DATED this 16th day of June, 2021.

  
\_\_\_\_\_  
Leslie A. Tibbals

1 Code:  
2  
3

4 IN THE FAMILY DIVISION  
5 OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
6 IN AND FOR THE COUNTY OF WASHOE  
7

8 KOURTNEY L. DAVIS,

9 Petitioner,

Case No. FV20-00559

10 vs.

Dept. No. 12

11 TONY MATKULAK,

12 Respondent.  
13 \_\_\_\_\_ /

14  
15 **ORDER ESTABLISHING CUSTODY, VISITATION AND CHILD SUPPORT**

16 This matter came before the Court on March 11, 2021, for trial by audio visual means  
17 pursuant to the Administrative Order entered March 16, 2020, and Nevada Supreme Court Rule  
18 Part IX-B. on the *Verified Petition to Establish Custody, Visitation and Child Support*, filed by  
19 Petitioner, Kourtney L. Davis (Ms. Davis) on April 29, 2020. Ms. Davis was present with counsel,  
20 Kevin P. Ryan, Esq, of Bader & Ryan, LTD. Respondent, Tony Matkulak (Mr. Matkulak) was  
21 present with counsel, Shawn B Meador, Esq. of Woodburn & Wedge.

22 Following a day long trial, in which the Court heard the testimony of the parties, reviewed  
23 the exhibits admitted into evidence, including the report prepared by Michelle L. Salazar,  
24 CPA/ABV, CVA, DFE, CDFA admitted by stipulation; and having heard the arguments of  
25 counsel, this Court issues the following Findings of Fact, Conclusions of Law and Orders:

26 ///

27 ///

1 **FINDINGS OF FACT; CONCLUSIONS OF LAW**

2 **Stipulated Findings of Fact**

3 1. The parties are unmarried and the parents of Bennett Davis Matkulak, born May 2, 2018.

4 2. This Court has the necessary UCCJA, UCCJEA and PKPA initial and continuing  
5 jurisdiction to enter orders regarding child custody and visitation regarding the minor child, and  
6 hereby exercises said jurisdiction.

7 3. Mr. Matkulak is the biological father of the minor child pursuant to NRS 126.053.

8 4. Based upon the agreement of the parties, the parties shall share joint legal custody of  
9 Bennett.

10 5. Based upon the agreement of the parties, the parties shall share joint physical custody of  
11 Bennett. Given Bennett's young age, the current timeshare is a 2-2-3 schedule.

12 6. Based upon the agreement of the parties the final order will include a non-disparagement  
13 clause.

14 7. This Court has jurisdiction over the parties and subject matter of this action to enter  
15 orders regarding the minor children.

16 8. The parties are entitled to a judgment and decree of custody and visitation finally  
17 resolving each of these issues.

18 **Contested Issues**

19 The contested issues presented at trial relate to the appropriate holiday schedule; child  
20 support; childcare costs; extracurricular costs; who should provide insurance coverage for Bennett  
21 and payment of uncovered medical costs, dependent claim; and attorney's fees.

22 Holiday Schedule

23 Ms. Davis presented a holiday schedule that was unopposed by Mr. Matkulak, as such Ms.  
24 Davis's proposal is adopted by the Court as being in the best interest of the minor child.<sup>1</sup>

Holiday	Odd Years	Even Years
Thanksgiving	Mother	Father

27 <sup>1</sup> In establishing a holiday schedule, the Court did not analyze each best interest factor, rather the Court relies on NRS  
28 125C.0035(4)(d), without an established holiday schedule, there is a greater likelihood of conflict between the parties  
in deciding how to share holidays and special days. A further analysis of the best interest factors was not completed  
in light of the fact that the proposed holiday schedule was a very standard schedule.

1	Christmas	Father	Mother
2	Spring Break	shared	shared
3	Easter	Mother	Father
4	Bennett's Birthday	Father	Mother
5	Mother's Day	Mother	Mother
6	Memorial Day	Mother	Father
7	Father's Day	Father	Father
8	4 <sup>th</sup> of July	Mother	Father
9	Labor Day	Father	Mother
10	Fall Break	Father	Mother
11	Halloween	Mother	Father

12        Thanksgiving: Until Bennett begins school, the holiday will begin on the Wednesday  
13 before Thanksgiving at 4:00 p.m. until the Sunday following Thanksgiving at 4:00 p.m. Once  
14 Bennett begins school, the holiday will begin when school is released before Thanksgiving until  
15 Bennett is returned to school on the Monday following Thanksgiving.

16        Christmas: Until Bennett begins school, Christmas will be defined as from 9:00 a.m. on  
17 December 24<sup>th</sup> until noon on December 26<sup>th</sup>. The parent who does not have Christmas will have  
18 Bennett from noon on December 26<sup>th</sup> until noon on December 28<sup>th</sup>. Once Bennett begins school,  
19 the parent entitled to Christmas will be entitled to the first half of Bennett's Break from school.  
20 This half of the break will include Christmas Eve and Day. The other parent will be entitled to  
21 second half of the break.

22        Spring Break: Once Bennett is in school, so long as Spring Break is two weeks long, the  
23 break will be equally divided between the parties with the first week going to the parent whose  
24 custody schedule falls on the first weekend of the break until 9:00 a.m. on the following Friday.  
25 The second week will be defined from 9:00 a.m. on the middle Friday of the break until 9:00 a.m.  
26 on the final Friday of the break.

27        Easter: The parent entitled to Easter shall have the minor child from 4:00 p.m. on the  
28 Saturday before Easter until 1:00 p.m. on Easter Sunday. The other parent shall have the child

1 from 1:00 p.m. on Easter Sunday until 9:00 a.m. the Monday following.

2 Bennett's Birthday: Birthday visitation shall be defined as from 9:00 a.m. on Bennett's  
3 birthday to 9:00 a.m. the day following.

4 Mother's Day/ Father's Day: Mother's Day/Father's Day shall be defined as the Friday  
5 before Mother's Day/Father's Day from 9:00 a.m. until 9:00 a.m. on the Monday following  
6 Mother's Day/Father's Day.

7 Memorial Day/ Labor Day: The party entitled to this holiday will have the minor child  
8 9:00 a.m. on the Friday before the holiday until 9:00 a.m. on the Tuesday following the holiday.

9  
10 4<sup>th</sup> of July: Custody shall begin on July 3<sup>rd</sup> at 9:00 a.m. until July 5<sup>th</sup> at 4:00 p.m.

11 Fall Break: Once Bennett is in school the parties will alternate who has Bennett for this  
12 school break. This break is defined as from when Bennett is released from the school proceeding  
13 the break until he is returned to school following the break.

14 Halloween: This holiday shall be defined as from 4:00 p.m. on October 31st until 9:00  
15 a.m. on November 1<sup>st</sup>.

16 Vacation Time: Each parent shall have the right to 14 days of custody to be taken in two  
17 blocks of not more than seven consecutive days, for the purpose of vacation, during the calendar  
18 year, as long as the vacation time does not interfere with the holiday schedule set forth above,  
19 unless agreed to by the parents. The party who wishes to exercise his/her vacation time, shall give  
20 the other party notice, in writing, a minimum of 30-days prior to the scheduled vacation time. In  
21 the event there is a conflict between the vacation time requested, in even years Father will have 1<sup>st</sup>  
22 choice and in odd years Mother will have 1<sup>st</sup> choice. The parent exercising vacation time shall  
23 notice the other parent of the vacation location, duration, and provide contact information  
24 regarding where Bennett will be staying. If either parent does not exercise his/her 14 days of  
25 vacation time during the calendar year, those days are forfeited.

26 Each party are entitled to two vacation periods of up to seven days for each period. If a  
27 parent elects to take a vacation shorter than seven days, that parent forfeits the additional days.  
28 For example, if a parent takes one vacation for 5 days, he/she may not add the other two days to

1 his/her second vacation block.

2 Telephone Access: Each party shall have the right to make one phone call/facetime call to  
3 Bennett when Bennett is in the custody of the other parent. Parents shall keep these calls within  
4 reasonable hours and for a reasonable duration, during Bennett's normal waking hours. Bennett  
5 may contact the non-custodial parent anytime he wants.

6 Child Support

7 Child support in this case is governed by NAC 425.

8 As the parties are sharing joint physical custody of Bennett, the parties are both "obligors."  
9 *NAC 425.037.*

10 "It is presumed that the basic needs of a child are met by a child support obligation  
11 established pursuant to the guidelines set forth in this chapter, however, this presumption may be  
12 rebutted by evidence that the needs of a particular child are not met or are exceeded by such a child  
13 support obligation." *NAC 425.100(2).* Basic needs are not defined in NAC 425.<sup>2</sup>

14 While Mr. Matkulak questioned the amount that Ms. Davis was capable of earning, in his  
15 trial statement, he agreed to use her claimed gross monthly income of \$5,144 to calculate her child  
16 support obligation. Ms. Davis works two jobs to earn this GMI. Further her GMI includes rental  
17 income.  $\$5,144 \times 16\% = \$823.04$  per month.

18 Ms. Davis asserted Mr. Matkulak's GMI was \$38,240. Mr. Matkulak stated his average  
19 GMI was \$38,392.42.<sup>3</sup> This figure was used to calculate his child support obligation.

20  $\$6,000 \times 16\% = \$960$

21  $\$4,000 \times 8\% = \$320$

22  $\$28,392.42 \times 4\% = \$1,135.70$

23  $\$960 + \$320 + \$1,135.70 = \$2,415.70$  per month.

24 In accord with NAC 425.115(3), Mr. Matkulak's owes Ms. Davis \$1,592.56 per month as

25  
26 <sup>2</sup> In NRS Chapter 159A.186, basic needs of a child are defined to include, without limitation, "food, shelter, clothing  
and medical care." However, this guardianship definition does not assist the Court in determining what basic needs  
means in the context of the NAC as medical support is carved out into a separate determination. *See NAC 425.135.*

27 <sup>3</sup> In his trial statement Mr. Matkulak stated, "After filing his most recent financial disclosure Father discovered the  
28 need for some modest corrections to his 2020 income." Mr. Matkulak states his financial disclosure forms reflect his  
2020 was \$34,082.91 per month as compared to \$38,392.42 per month; a difference of \$4,309.51 per month. This  
modest error equates to approximately 85% of Ms. Davis's gross monthly income of \$5,144.

1 and for child support of Bennett. ( $\$2,415.70 - \$823.04 = \$1,592.56$ ).

2 Mr. Matkulak asserted that Ms. Davis's financial disclosure form reflected she pays \$787  
3 for Bennett's direct expenses, these direct expenses are listed as \$468 for childcare; \$85 for  
4 clothing; \$131 for entertainment, gifts, and toys; \$53 for half the cost of swimming lessons; and  
5 \$50 for diapers and wipes. Thus, his argument is that Bennett's basic needs are amply provided  
6 for with the payment of \$1,592.56 per month in child support. However, these direct expenses do  
7 not include food or shelter. Of the personal expense schedule set forth in her financial disclosure  
8 form, Ms. Davis pays the sum of \$1,950 for rent for the residence Bennett lives in half the time;  
9 she pays \$206 per month for utilities; she pays \$550 per month for food; and she pays \$303 in auto  
10 expenses.<sup>4</sup> These expenses are incurred in part to assure that Bennett's basic needs for food and  
11 shelter are met and that he can be transported to and from childcare, visitation exchanges and  
12 swimming. The point is that Bennett's basic needs go well beyond his direct expenses.

13 "If the court establishes a child support obligation that is greater or less than the child  
14 support obligation that would be established pursuant to the guidelines set forth in this chapter, the  
15 court must (a) Set forth findings of fact as the basis for the deviation from the guidelines; and (b)  
16 Provide in the findings of fact the child support obligation that would have been established  
17 pursuant to the guidelines." *NAC 100(3)*.

18 Bennett is three years old. Both of the parties work full time jobs. Childcare is a necessary  
19 expense. Currently the parties agree that childcare costs are \$936 per month. This Court has the  
20 right to make an equitable division of the cost of childcare. Given the fact that Mr. Matkulak earns  
21 7.46 times the amount per month that Ms. Davis earns and that his monthly housing expenses are  
22 half of what Ms. Davis pays for housing, equity demands that Mr. Matkulak pay any and all  
23 childcare costs incurred for Bennett. *See NAC 425.130*.

24 Medical support for Bennett is required, however, the Court can assess who provides and  
25 pays for the premium for health insurance and who pays the uncovered amounts. *NAC 425.135*.

26 \_\_\_\_\_  
27 <sup>4</sup> Mr. Matkulak does not pay rent or a mortgage, his housing expenses are property taxes of \$636.63 per month. He  
28 pays an HOA of \$40 per month and house insurance in the amount of \$112.74 for a total housing expense of \$789.37.  
He pays \$483 in utilities and \$600 per month in yard care. He pays \$1,800 per month in food expenses. His direct  
expenses for Bennett per month are \$468 for childcare; \$100 for clothing; \$150 for extracurriculars; \$237.50 for health  
insurance; \$30 for transportation costs for visitation; and \$50 for other for a total of \$1,035.50.

1 Bennett is currently covered by Mr. Matkulak for a monthly cost of \$237.50. Given Mr.  
2 Matkulak's superior earnings, the cost of plan, co-payments, deductibles, and maximum out-of-  
3 pocket expenses shall be born solely by Mr. Matkulak. This obligation will include the cost of  
4 glasses or braces if necessary in the future.

5 Ms. Davis testified that she had access to health coverage for Bennett without cost. Mr.  
6 Matkulak has the right to utilize this policy so long as it is available. If Mr. Matkulak elects to  
7 continue to pay for the policy he has for Bennett, Ms. Davis is encouraged to retain her policy as  
8 a secondary policy for Bennett.

9 Currently Bennett is in swimming. However, as he gets older, it is likely that he will  
10 participate in many more extracurricular activities. Given the vast disparity between the parties'  
11 income, Mr. Matkulak shall pay 75% for all extracurricular activities, including all costs for  
12 equipment and supplies necessary for said extracurricular activities and Ms. Davis will pay 25% of  
13 these costs.

14 The parties shall confer with one another and either agree or disagree in advance and in  
15 writing to their child's participation in any extracurricular activity. If the parties mutually agree  
16 on an extracurricular activity, they shall divide the cost as set forth above and commit to getting  
17 Bennett to the agreed upon activity. If the parties disagree on the child's participation in an  
18 extracurricular activity, the parent insisting on the activity shall assume the entire cost of the  
19 activity. Moreover, if the activity is not agreed upon, it may not unreasonably interfere with the  
20 other parent's custodial time and the non-agreeing parent has no obligation to get the child to that  
21 activity or any event associated therewith.

22 Neither party shall unreasonably withhold consent to an activity.

23 Ms. Davis asked the Court for an upward adjustment of child support based upon the vast  
24 disparity between the parties' income. Mr. Matkulak opposed this upward adjustment based upon  
25 his assertion that Bennett's needs were met with his payment of his basic child support obligation.

26 **NAC 425.150 Adjustment of child support obligation in accordance with specific**  
27 **needs of child and economic circumstances of parties. (NRS 425.620)**  
28

1 1. Any child support obligation may be adjusted by the court in accordance with the  
2 specific needs of the child and the economic circumstances of the parties based upon the  
3 following factors and specific findings of fact:

4 (a) Any special educational needs of the child:

5 *There are no known special educational needs for Bennett.*

6 (b) The legal responsibility of the parties for the support of others;

7 *Neither party has the legal responsibility for the support of others.*

8 (c) The value of services contributed by either party;

9 *There is no indication that either party provides greater services to Bennett.*

10 (d) Any public assistance paid to support the child;

11 *Not applicable.*

12 (e) The cost of transportation of the child to and from visitation;

13 *This cost is de minimus given that both parties reside in Reno, Nevada.*

14 (f) The relative income of both households, so long as the adjustment does not exceed  
15 the total obligation of the other party;

16 *Mr. Matkulak has a GMI of \$38,392.42 as compared to Ms. Davis who has a GMI of*  
17 *\$5,144 and who works two jobs. Mr. Matkulak 7.46 times the amount that Ms. Davis earns*  
18 *per month.*

19 (g) Any other necessary expenses for the benefit of the child; and

20 *Bennett is in child care; some extracurricular activities and he needs health insurance.*

21 (h) The obligor's ability to pay.

22 *Mr. Matkulak clearly has the ability to pay child support.*

23 Ms. Davis's monthly income is one seventh that of Mr. Matkulak's. Her monthly expenses  
24 are approximately one half those of Mr. Matkulak. Ms. Davis works two jobs to earn the sums  
25 she does.<sup>5</sup> She is able to put aside approximately 10% of her monthly income toward her  
26 retirement. Mr. Matkulak invests \$2,166.67 per month in his retirement, and he is able to save an  
27 amount greater than Ms. Davis's monthly income. Ms. Davis has a housing expense of \$2,156<sup>6</sup>  
28 as compared to Mr. Matkulak who has a housing expense of \$1,272.37.<sup>7</sup> Ms. Davis testified her  
home is 1,600 square feet, three-bedroom house with a 5' square rock back yard. She testified that  
Mr. Matkulak lives in a 4500 square foot home with five bedrooms; and a five-car garage. She  
states the home is located on an acre and one half. Ms. Davis spends one third the amount that  
Mr. Matkulak does on food.

Ms. Davis testified she wants a home for Bennett with a backyard and a security system.  
She would like to not work two jobs. A review of Ms. Davis's financial disclosure reveals she is

<sup>5</sup> Ms. Davis works Monday through Friday from 8:00 a.m. until 5:00 p.m. Additionally she does private coaching every Tuesday and every other Wednesday and Thursday.

<sup>6</sup> Rent and utilities.

<sup>7</sup> Property taxes, insurance, HOA fees and utilities.

1 living very fugally.

2 The Nevada Supreme Court held in *Barbagallo v. Barbagallo*, 105 Nev.546, 779 P.2d 532  
3 (1989) the expenses related to raising a child are most likely increased in joint physical custody  
4 cases. Further, in determining the appropriate amount of support a greater weight must be given  
5 to the standard of living and circumstances of each parent, their earning capacities, and relative  
6 financial means. Of course, this case was decided based upon NRS Chapter 125B, which has been  
7 replaced by NAC Chapter 425. However, *Barbagallo* has not been overturned by the new child  
8 support law. NAC Chapter 425 does not define the terms “basic needs” or “specific needs” and  
9 this Court finds the language of *Barbagallo* lends guidance, “[w]hat really matters . . . is whether  
10 the children are being taken care of as well as possible under the financial circumstances in which  
11 the two parents find themselves.” This language confirms that the needs of a child are subject to  
12 the socio-economic position of the child’s parents.

13 Another indicator that each child’s “needs” are to be determined by the Court on a case-  
14 by-case basis is the language of the code, which states support is to be based “in accordance with  
15 the specific needs of the child” conjunctively with the economic circumstances of the parties. *NAC*  
16 *425.150*. This language leaves no doubt that this Court should analysis Bennett’s *specific needs*  
17 in light of his parent’s economic circumstances.<sup>8</sup>

18 In this case, Ms. Davis works two jobs to earn \$5,144 per month or \$61,728 annually as  
19 compared to Mr. Matkulak who earns \$38,392.42 per month or \$460,709 annually. Mr. Matkulak  
20 earns better than half of Ms. Davis’s annual income in one month.

21 This Court finds Bennett’s specific needs are not met by the award of the statutory amount  
22 of child support based upon the gross disparity in the parties’ income, taken in conjunction with  
23 the parties’ expenses for food and shelter and as such finds Mr. Matkulak has the ability to pay  
24 Ms. Davis additional support.

25 As stated above Mr. Matkulak’s base child support obligation, prior to offset, would be  
26 \$2,415.70. His child support obligation after offset is \$1,592.56. Based upon this Court’s  
27 equitable determination that Mr. Matkulak will pay all childcare expenses, all medical expenses

28 <sup>8</sup> The Court did take into consideration the fact that Ms. Davis has a membership at Hidden Valley Country Club and  
the use of a familial vacation home in Lake Almanor when comparing the parties’ total economic circumstances.

1 and 75% of all extracurricular activities, the Court finds an upward adjustment of \$2,000 is  
2 warranted to meet the specific needs of Bennett in conjunction with the parties' economic  
3 circumstances.

4 Commencing July 1, 2021, Mr. Matkulak shall pay Ms. Davis the sum of \$3,500 per month  
5 as and for child support. Additionally, he shall pay all childcare costs; all medical costs; and 75%  
6 of all extracurricular costs.

7 Dependent Claim

8 In even numbered years Mr. Matkulak shall be entitled to the dependency credit and  
9 childcare deduction for Bennett and in odd numbered years Ms. Davis shall be entitled to the  
10 dependency credit and childcare deduction for Bennett.

11 Attorney's Fees

12 On January 6, 2021, Ms. Davis filed a motion for award of interim attorney's fees and  
13 costs. This motion was submitted and held in abeyance pending the outcome of the trial. Ms.  
14 Davis correctly stated the relevant law.

15 NRS 125C.250 provides:

16 Except as otherwise provided in NRS 125C.0689, in an action to determine legal custody,  
17 physical custody, or visitation with respect to a child, the court may order reasonable fees  
18 of counsel and experts and other costs of the proceeding to be paid in proportions and at  
19 times determined by the court.

20 At trial it was established that Ms. Davis had paid fees and costs associated with this case,  
21 through February the sum of \$26,000. This sum did not include the cost of trial. Ms. Davis had to  
22 borrow money from her father to support the costs of litigation.

23 Mr. Matkulak asserted that the extreme cost of litigation was due to Ms. Davis's request  
24 for more than the statutory amount of child support and based upon the fact that Ms. Davis had  
25 three attorneys leading up to trial.<sup>9</sup>

26 Mr. Matkulak confirmed at trial that he did promulgate the legal theory that the statutory

27  
28 <sup>9</sup> The Court note that Ms. Davis's current counsel it who filed the instant action, so her prior lawyers were engaged  
for pre litigation negotiations. Further this Court takes note that Mr. Ryan's fees at \$300 per hour are well below the  
market price for an attorney of his skill and knowledge.

1 amount of child support was in excess of the child's needs and as such he should, in theory, be  
2 entitled to a downward adjustment in his child support obligation.

3 Mr. Matkulak testified that the purpose in his request for a downward adjustment of his  
4 child support was to convince Ms. Davis to accept his offer of a slight upward adjustment. This  
5 strategy necessarily increased the costs of this litigation as the starting point for negotiations was  
6 not the statutory amount of child support, but rather a threat of litigation is Ms. Davis did not  
7 accept his offer of payment of slightly more child support or he would pursue his quest for a  
8 downward adjustment. And all evidence suggests that he only abandoned this request after the  
9 settlement conference.

10 Additionally, Mr. Matkulak's insisted his attorney be involved in even the most mundane  
11 decisions related to Bennett. At trial Ms. Matkulak testified that he had not paid any fees or costs  
12 associated with this action, but he believed his attorney's hourly rate was approximately \$400.

13 The evidence revealed that Mr. Matkulak would not pay one half of a medical bill incurred  
14 by Ms. Davis on Bennett's behalf without the bill being handled by his attorney. *See Petitioner's*  
15 *Exhibit A*. When asked on the witness stand he stated that so long as his attorney told him it was  
16 fine to share a medical bill then he would be willing to divide the bill. Asked if he had any  
17 objection to Ms. Davis speaking with Bennett once a day while Bennett was in his care, he stated  
18 he would comply with the Court's order. Mr. Matkulak stated that he is paying all of Bennett's  
19 childcare expenses because he pays one-half directly to the provider and one-half to Ms. Davis as  
20 part of his child support obligation.

21 The Court confirms its prior statement that Mr. Matkulak is using his superior wealth to  
22 unnecessarily increase the cost of litigation.

23 As such the Court will award Ms. Davis attorney's fees and costs associated with this  
24 action.

25 "A party can prevail under NRS 18.010 if it succeeds on any significant issue in litigation  
26 which achieves some of the benefit it sought in bringing suit." *Valley Elec. Ass'n v. Overfield*, 122  
27 Nev. 7,10, 106 P.3d 1198, 1200 (2005.)

28 In making an award of fees, the Court also examines the reasonableness of attorneys' fees

1 under the factors set forth in *Brunzell*:

2 (1) the qualities of the advocate: his ability, his training, education, experience,  
3 professional standing and skill; (2) the character of the work to be done: its  
4 difficulty, its intricacy, its importance, time and skill required, the responsibility  
5 imposed and the prominence and character of the parties where they affect the  
6 importance of the litigation; (3) the work actually performed by the lawyer: the  
skill, time and attention given to the work; (4) the result: whether the attorney was  
successful and what benefits were derived.

7 85 Nev. at 349, 455 P.2d at 33. Each of these factors must be given consideration. *Id.* 85 Nev. at  
8 350, 455 P.2d at 33.

9 The district court's decision to award attorney fees is within its discretion and will not be  
10 disturbed on appeal absent a manifest abuse of discretion. *Capanna*, 134 Nev. at 895, 432 P.3d at  
11 734 (2018).

12 NRS 18.020(3) provides costs must be allowed to a prevailing party against any adverse  
13 party against whom judgment is rendered in an action for the recovery of money or damages,  
14 where the plaintiff seeks to recover more than \$2,500.

15 Counsel for Ms. Davis is directed to provide this Court with an affidavit pursuant to  
16 *Brunzell* and *Wilfong* for an award of attorneys' fees and costs within 20 days. Mr. Matkulak shall  
17 have the requisite period of time in which to oppose. Ms. Davis shall submit the matter thereafter.

#### 18 Additional Orders

19 Each Parent shall refrain from criticizing or denigrating the other Parent in the presence of  
20 the minor child or within the hearing distance of the minor child. Additionally, each Parent shall,  
21 in good faith, prevent the minor child from being exposed to comments from any third party that  
22 are denigrating or critical of the other Parent. Each party shall avoid behavior which might serve  
23 to undermine Bennett's love and respect for the other parent. Each party shall encourage love and  
24 respect between Bennett and the other parent, and neither party shall do anything which may  
25 knowingly hamper the other's relationship with Bennett.

26 Each Parent shall not, on any social media, denigrate or criticize the other Parent or the  
27 other Parent's immediate family and, will, in good faith, attempt to prevent third parties from so  
28 doing. Each Parent shall not discuss the nature of this action with the children.

1  
2 The parties shall continue to utilize Our Family Wizard as their primary mode of  
3 communication, in the absence of an emergency involving the minor child, for the entirety of  
4 Bennett's minority, absent written agreement between the parties. The communications between  
5 the parties shall be limited to issues pertaining to the well-being and care of Bennett. The parties  
6 shall check for communications on Our Family Wizard a minimum of every Monday and  
7 Thursday, and shall respond that day if the other parent's communication requests a response or  
8 poses a question. In addition, anything that has been scheduled for the minor child shall be  
9 included on the Our Family Wizard calendar.

10 **IT IS FURTHER ORDERED AND THE PARTIES ARE PUT ON NOTICE** that they  
11 are subject to the requirements of the following Nevada Revised Statutes:

12 **NRS 125.510(6) regarding abduction, concealment or detention of a child:**

13 **PENALTY FOR VIOLATION OF THE ORDER:** THE ABDUCTION,  
14 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS  
15 PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130.  
16

17 NRS 200.359 provides that every person having a limited right of custody to a child or any  
18 parent having no right of custody to the child who willfully detains, conceals or removes the child  
19 from a parent, guardian or other person having lawful custody or right of visitation of the child in  
20 violation of an order of this court, or removes the child from the jurisdiction of the court without  
21 the consent of either the court or all persons who have the right to custody or visitation is subject  
22 to being punished for a category D felony as provided in NRS 193.130.

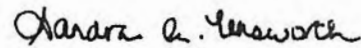
23 The State of Nevada, United States of America, is the habitual residence of the minor  
24 children. The parties are hereby put on notice that the terms of the Hague Convention of October  
25 25, 1980, adopted by the Fourteenth Session of the Hague Convention on Private International  
26 Law, apply if a parent abducts or wrongfully detains a child in a foreign country.  
27  
28

1 NRS 125C.200 requires that a parent wishing to move their residence outside the State of  
2 Nevada and to take a child or children with them must as soon as possible and before the planned  
3 move attempt to obtain the written consent of the non-custodial parent or permission of the Court.

4 The parties are hereby notified that, pursuant to NRS 125B.145, each person subject to this  
5 Order may request a review of the order for child support every three (3) years or at any time based  
6 on changed circumstances.

7 **GOOD CAUSE APPEARING, IT IS SO ORDERED.**

8 Dated this 14 day of June, 2021.  
9

10 

11 \_\_\_\_\_  
12 Sandra A. Unsworth  
13 District Judge  
14  
15

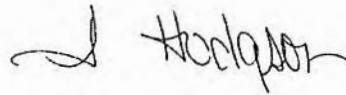
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court in and for the County of Washoe, and that on June 14, 2021, I deposited in the county mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, or via e-filing, a true copy of the foregoing document addressed as follows:

**ELECTRONIC FILING:**

**KEVIN RYAN, ESQ., for KOURTNEY DAVIS**  
**SHAWN MEADOR, ESQ., for TONY MATKULAK**



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Judicial Assistant