

IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Oct 21 2021 01:31 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Lisa M. Eorio,

Appellant,

vs.

Joel E. Eorio,

Respondent.

Supreme Ct Case No. **83132**

District Ct Case No. **D-20-608267-D**

JOINT APPENDIX

VOLUME II

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Chronological Index of Joint Appendix

DESCRIPTION	DATE FILED	VOL./PAGE NO.
<i>Complaint for Divorce</i>	06/01/2020	I/ JA000001- JA000008
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<i>General Financial Disclosure Form – Joel</i>	06/25/2020	I/ JA000023- JA000034
<i>Reply to Counterclaim</i>	06/25/2020	I/ JA000035- JA000037
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☐ VOID☐ CORRECTED

W-2G ID 9091

OMB no. 1545-0238

PAYER'S name, street address, city or town, province or state, country, and ZIP or foreign postal code My Way Holdings, LLC dba Sunland Park Racetrack & Casino 1200 Futurity Dr Sunland Park NM USA 88063		1 Reportable winnings \$ 1,722.00	2 Date won 7/2/2018 9:52:05PM
		3 Type of wager 0.01	4 Federal income tax withheld 0.00
		5 Transaction 9635	6 Race Slot
		7 Winnings from identical wagers \$ 0.00	8 Cashier RC
PAYER's federal identification number 88-0475995	PAYER's telephone number [REDACTED]	9 Winner's taxpayer identification no. 147-80-7720	10 Window 4 4
WINNER'S name JOEL EDWARD EORIO		11 First I.D. NMDL#123933991	12 Second I.D. 147-80-7720
Street address (including apt. no.) 1805 JUNIPER AVE		13 State/Payer's state identification no. 02-445574-001	14 State winnings \$ 1,722.00
City or town, province or state, country, and ZIP or foreign postal code LAS CRUCES NM USA 88001		15 State income tax withheld \$ 0.00	16 Local winnings \$ 1,722.00
		17 Local income tax withheld	18 Name of locality Sunland Park

Under penalties of perjury, I declare that, to the best of my knowledge and belief, the name, address, and taxpayer identification number that I have furnished correctly identify me as the recipient of this payment and any payments from identical wagers, and that no other person is entitled to any part of these payments.

Signature: _____ Date: _____

2018
Form W-2G
Certain
Gambling
Winnings

For Privacy Act and
Paperwork Reduction Act
Notice, see the 2017
General Instructions for
Certain Information
Returns.

File with Form 1096

COPY A
For Internal Revenue
Service Center

Form W-2G Cat. No. 10138V www.irs.gov/w2g

Department of the Treasury - Internal Revenue Service

Do Not Cut or Separate Forms on This Page - Do not Cut or Separate Forms on This Page

☐ VOID☐ CORRECTED

W-2G ID 9091

OMB no. 1545-0238

PAYER'S name, street address, city or town, province or state, country, and ZIP or foreign postal code My Way Holdings, LLC dba Sunland Park Racetrack & Casino 1200 Futurity Dr Sunland Park NM USA 88063		1 Reportable winnings \$ 1,722.00	2 Date won 7/2/2018 9:52:05PM
		3 Type of wager 0.01	4 Federal income tax withheld 0.00
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PAYER's federal identification number 88-0475995	PAYER's telephone number [REDACTED]	9 Winner's taxpayer identification no. 147-80-7720	10 Window 4 4
WINNER'S name JOEL EDWARD EORIO		11 First I.D. NMDL#123933991	12 Second I.D. 147-80-7720
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		17 Local income tax withheld	18 Name of locality Sunland Park

Under penalties of perjury, I declare that, to the best of my knowledge and belief, the name, address, and taxpayer identification number that I have furnished correctly identify me as the recipient of this payment and any payments from identical wagers, and that no other person is entitled to any part of these payments.

Signature: _____ Date: _____

2018
Form W-2G
Certain
Gambling
Winnings

Copy 1
For State, City,
or Local Tax

Form W-2G www.irs.gov/w2g

Department of the Treasury - Internal Revenue Service

☐ CORRECTED (if checked)

W-2G ID 9091

OMB no. 1545-0238

**2018
Form W-2G****Certain
Gambling
Winnings**This information
is being furnished
to the Internal
Revenue Service**Copy B**
Report this income
on your federal tax
return. If this form
shows federal
income
tax withheld in
box 4, attach this
copy to your return.

PAYER'S name, street address, city or town, province or state, country, and ZIP or foreign postal code My Way Holdings, LLC dba Sunland Park Racetrack & Casino 1200 Futurity Dr Sunland Park NM USA 88063		1 Reportable winnings \$ 1,722.00	2 Date won 7/2/2018 9:52:05PM
		3 Type of wager 0.01	4 Federal income tax withheld 0.00
		5 Transaction 9635	6 Race Slot
		7 Winnings from identical wagers \$ 0.00	8 Cashier RC
PAYER's federal identification number 88-0475995	PAYER's telephone number [REDACTED]	9 Winner's taxpayer identification no. 147-80-7720	10 Window 4 4
WINNER'S name JOEL EDWARD EORIO		11 First I.D. NMDL#123933991	12 Second I.D. 147-80-7720
Street address (including apt. no.) 1805 JUNIPER AVE		13 State/Payer's state identification no. 02-445574-001	14 State winnings \$ 1,722.00
City or town, province or state, country, and ZIP or foreign postal code LAS CRUCES NM USA 88001		15 State income tax withheld \$ 0.00	16 Local winnings \$ 1,722.00
		17 Local income tax withheld	18 Name of locality Sunland Park

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Signature:

Date:

Form W-2G

www.irs.gov/w2g

Department of the Treasury - Internal Revenue Service

☐ CORRECTED (if checked)

OMB no. 1545-0238

**2018
Form W-2G****Certain
Gambling
Winnings**This is important tax
information and is
being furnished to the
Internal Revenue Service.
If you are required to
file a return, a negligence
penalty or other sanction
may be imposed on you
if this income is taxable
and the IRS determines
that it has not been
reported.**Copy C**
For Winner's Records

PAYER'S name, street address, city or town, province or state, country, and ZIP or foreign postal code My Way Holdings, LLC dba Sunland Park Racetrack & Casino 1200 Futurity Dr Sunland Park NM USA 88063		1 Reportable winnings \$ 1,722.00	2 Date won 7/2/2018 9:52:05PM
		3 Type of wager 0.01	4 Federal income tax withheld 0.00
		5 Transaction 9635	6 Race Slot
		7 Winnings from identical wagers \$ 0.00	8 Cashier RC
PAYER's federal identification number 88-0475995	PAYER's telephone number [REDACTED]	9 Winner's taxpayer identification no. 147-80-7720	10 Window 4 4
WINNER'S name JOEL EDWARD EORIO		11 First I.D. NMDL#123933991	12 Second I.D. 147-80-7720
Street address (including apt. no.) 1805 JUNIPER AVE		13 State/Payer's state identification no. 02-445574-001	14 State winnings \$ 1,722.00
City or town, province or state, country, and ZIP or foreign postal code LAS CRUCES NM USA 88001		15 State income tax withheld \$ 0.00	16 Local winnings \$ 1,722.00
		17 Local income tax withheld	18 Name of locality Sunland Park

Under penalties of perjury, I declare that, to the best of my knowledge and belief, the name, address, and taxpayer identification number that I have furnished correctly identify me as the recipient of this payment and any payments from identical wagers, and that no other person is entitled to any part of these payments.

Signature:

Date:

Form W-2G

www.irs.gov/w2g

Department of the Treasury - Internal Revenue Service

d Control number 0039	1 Wages, tips, other compensation 24969.21	2 Federal income tax withheld 1820.61
OMB No. 1545-0008	3 Social security wages 24969.21	4 Social security tax withheld 1548.09
	5 Medicare wages and tips 24969.21	6 Medicare tax withheld 362.05

c Employer's name, address, and ZIP code
3330 ALAMOGORDO, INC.
(DBA) IHOP # 3330
1413 WHITE SANDS BLVD.
ALAMOGORDO, NM 88310

7 Social security tips	8 Allocated tips	9 Verification code
10 Dependent care benefits	11 Nonqualified plans	12a See inst. for box 12
12b	12c	12d

b Employer identification number (EIN) 27-2668245	13 Statutory employee	Retirement plan	Third-party sick pay	14 Other
--	-----------------------	-----------------	----------------------	----------

e Employee's name, address, and ZIP code
LISA M EORIO
1805 JUNIPER AVE.
LAS CRUCES, NM 88001

This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

2018	15 State Employer's state ID number NM 03-200941-00-0	16 State wages, tips, etc. 24969.21
Form Wage and Tax W-2 Statement Copy C—For EMPLOYEE'S RECORDS (See Notice to Employee.)	17 State income tax 671.75	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

d Control number 10039	1 Wages, tips, other compensation 24969.21	2 Federal income tax withheld 1820.61
OMB No. 1545-0008 This information is being furnished to the Internal Revenue Service.	3 Social security wages 24969.21	4 Social security tax withheld 1548.09
	5 Medicare wages and tips 24969.21	6 Medicare tax withheld 362.05

c Employer's name, address, and ZIP code
3330 ALAMOGORDO, INC.
(DBA) IHOP # 3330
1413 WHITE SANDS BLVD.
ALAMOGORDO, NM 88310

7 Social security tips	8 Allocated tips	9 Verification code
10 Dependent care benefits	11 Nonqualified plans	12a See inst. for box 12
12b	12c	12d

b Employer identification number (EIN) 27-2668245	13 Statutory employee	Retirement plan	Third-party sick pay	14 Other
--	-----------------------	-----------------	----------------------	----------

e Employee's name, address, and ZIP code
LISA M EORIO
1805 JUNIPER AVE.
LAS CRUCES, NM 88001

2018	15 State Employer's state ID number NM 03-200941-00-0	16 State wages, tips, etc. 24969.21
Form Wage and Tax W-2 Statement Copy B—To Be Filed With Employee's FEDERAL Tax Return.	17 State income tax 671.75	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

Department of the Treasury — Internal Revenue Service

d Control number 10028	1 Wages, tips, other compensation 10800.00	2 Federal income tax withheld 775.31
OMB No. 1545-0008	3 Social security wages 10800.00	4 Social security tax withheld 669.60
	5 Medicare wages and tips 10800.00	6 Medicare tax withheld 156.60

c Employer's name, address, and ZIP code
1443 LAS CRUCES, INC.
(DBA) IHOP # 1443
P.O. BOX 16649
LAS CRUCES, NM 88004

7 Social security tips	8 Allocated tips	9 Verification code
10 Dependent care benefits	11 Nonqualified plans	12a See inst. for box 12
12b	12c	12d

b Employer identification number (EIN)
45-4714694

13 Statutory employee	Retirement plan	Third-party sick pay	14 Other
-----------------------	-----------------	----------------------	----------

e Employee's name, address, and ZIP code
LISA EORIO
1805 JUNIPER AVE.
LAS CRUCES, NM 88001

This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

2018	15 State Employer's state ID number NM 03-239292-00-3	16 State wages, tips, etc. 10800.00
Form Wage and Tax W-2 Statement Copy C—For EMPLOYEE'S	17 State income tax 242.28	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

d Control number 10028	1 Wage... compensation 10800.00	2 Federal income tax withheld 775.31
OMB No. 1545-0008 This information is being furnished to the Internal Revenue Service.	3 Social security wages 10800.00	4 Social security tax withheld 669.60
	5 Medicare wages and tips 10800.00	6 Medicare tax withheld 156.60

c Employer's name, address, and ZIP code
1443 LAS CRUCES, INC.
(DBA) IHOP # 1443
P.O. BOX 16649
LAS CRUCES, NM 88004

7 Social security tips	8 Allocated tips	9 Verification code
10 Dependent care benefits	11 Nonqualified plans	12a See inst. for box 12
12b	12c	12d

b Employer identification number (EIN)
45-4714694

13 Statutory employee	Retirement plan	Third-party sick pay	14 Other
-----------------------	-----------------	----------------------	----------

e Employee's name, address, and ZIP code
LISA EORIO
1805 JUNIPER AVE.
LAS CRUCES, NM 88001

2018	15 State Employer's state ID number NM 03-239292-00-3	16 State wages, tips, etc. 10800.00
Form Wage and Tax W-2 Statement Copy B—To Be Filed With Employee's FEDERAL Tax Return.	17 State income tax 242.28	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

Department of the Treasury — Internal Revenue Service

d Control number 10038	1 Wages, tips, other compensation 5135.93	2 Federal income tax withheld 235.36
OMB No. 1545-0008	3 Social security wages 5135.93	4 Social security tax withheld 318.43
	5 Medicare wages and tips 5135.93	6 Medicare tax withheld 74.47

c Employer's name, address, and ZIP code
3330 ALAMOGORDO. INC.
(DBA) IHOP # 3330
1413 WHITE SANDS BLVD.
ALAMOGORDO, NM 88310

7 Social security tips	8 Allocated tips	9 Verification code
10 Dependent care benefits	11 Nonqualified plans	12a See inst. for box 12
12b	12c	12d

b Employer identification number (EIN)
27-2668245

13 Statutory employee Retirement plan Third-party sick pay 14 Other

e Employee's name, address, and ZIP code
JOEL EORIO
624 EAGLE DR.
ALAMOGORDO, NM 88310

This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

2018	15 State Employer's state ID number NM 03-200941-00-0	16 State wages, tips, etc. 5135.93
Form Wage and Tax W-2 Statement Copy C—For EMPLOYEE'S RECORDS (See Notice to Employee.)	17 State income tax 77.94	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

d Control number 10038	1 Wages, tips, other compensation 5135.93	2 Federal income tax withheld 235.36
OMB No. 1545-0008 This information is being furnished to the Internal Revenue Service.	3 Social security wages 5135.93	4 Social security tax withheld 318.43
	5 Medicare wages and tips 5135.93	6 Medicare tax withheld 74.47

c Employer's name, address, and ZIP code
3330 ALAMOGORDO. INC.
(DBA) IHOP # 3330
1413 WHITE SANDS BLVD.
ALAMOGORDO, NM 88310

7 Social security tips	8 Allocated tips	9 Verification code
10 Dependent care benefits	11 Nonqualified plans	12a See inst. for box 12
12b	12c	12d

b Employer identification number (EIN)
27-2668245

13 Statutory employee Retirement plan Third-party sick pay 14 Other

e Employee's name, address, and ZIP code
JOEL EORIO
624 EAGLE DR.
ALAMOGORDO, NM 88310

2018	15 State Employer's state ID number NM 03-200941-00-0	16 State wages, tips, etc. 5135.93
Form Wage and Tax W-2 Statement Copy B—To Be Filed With Employee's FEDERAL Tax Return.	17 State income tax 77.94	18 Local wages, tips, etc.
	19 Local income tax	20 Locality name

Department of the Treasury — Internal Revenue Service

d Control number 10027	1 Wages, tips, other compensation 167.35	2 Federal income tax withheld
OMB No. 1545-0008	3 Social security wages 167.35	4 Social security tax withheld 10.38
	5 Medicare wages and tips 167.35	6 Medicare tax withheld 2.43

c Employer's name, address, and ZIP code
1443 LAS CRUCES, INC.
(DBA) IHOP # 1443
P.O. BOX 16649
LAS CRUCES, NM 88004

7 Social security tips	8 Allocated tips	9 Verification code
10 Dependent care benefits	11 Nonqualified plans	12a See inst. for box 12
12b	12c	12d

b Employer identification number (EIN)
45-4714694

13 Statutory employee	Retirement plan	Third-party sick pay	14 Other
-----------------------	-----------------	----------------------	----------

e Employee's name, address, and ZIP code
JOEL EORIO
1805 JUNIER AVENUE
LAS CRUCES, NM 88011

This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

2018

Form Wage and Tax
W-2 Statement
Copy C—For
EMPLOYEE'S
RECORDS (See
Notice to Employee.)

15 State Employer's state ID number NM 03-239292-00-3	16 State wages, tips, etc. 167.35
17 State income tax	18 Local wages, tips, etc.
19 Local income tax	20 Locality name

d Control number 10027	1 Wages, tips, other compensation 167.35	2 Federal income tax withheld
OMB No. 1545-0008 This information is being furnished to the Internal Revenue Service.	3 Social security wages 167.35	4 Social security tax withheld 10.38
	5 Medicare wages and tips 167.35	6 Medicare tax withheld 2.43

c Employer's name, address, and ZIP code
1443 LAS CRUCES, INC.
(DBA) IHOP # 1443
P.O. BOX 16649
LAS CRUCES, NM 88004

7 Social security tips	8 Allocated tips	9 Verification code
10 Dependent care benefits	11 Nonqualified plans	12a See inst. for box 12
12b	12c	12d

b Employer identification number (EIN)
45-4714694

13 Statutory employee	Retirement plan	Third-party sick pay	14 Other
-----------------------	-----------------	----------------------	----------

e Employee's name, address, and ZIP code
JOEL EORIO
1805 JUNIER AVENUE
LAS CRUCES, NM 88011

2018

Form Wage and Tax
W-2 Statement
Copy B—To Be Filed
With Employee's
FEDERAL Tax Return.

15 State Employer's state ID number NM 03-239292-00-3	16 State wages, tips, etc. 167.35
17 State income tax	18 Local wages, tips, etc.
19 Local income tax	20 Locality name

Department of the Treasury — Internal Revenue Service

JA000302

on your federal tax return. If this form shows Federal income tax withheld in box 4, attach this copy to your return.

Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.

1545-0119
2018
Form
1099-R

For questions about this 1099-R, please contact the Payer identified at the top of this form.

Large-print recipient instructions are available at <http://1099plus.com>

Account number 6195/002/BORI0389/01		RECIPIENT'S Identification number ***-**-0389		CORRECTED (if checked)	
PAYER'S name, street address, city, state, and ZIP code Ambercare Corporation Employee Stock Ownership Plan P.O. Box 95527 Albuquerque NM 87199					
PAYER'S Federal Identification number 26-6696195			Amount allocable to IRR within 5 years \$		
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code Eorio, Lisa 1716 Imperial Ridge Las Cruces NM 88011					
1 Gross distribution \$ 7802.09		2a Taxable amount \$ 7802.09		1st year of Roth contrib.	
2b Taxable amount not determined Total distribution <input checked="" type="checkbox"/>		3 Capital gain (included in box 2a) \$		4 Fed. income tax withheld \$ 1560.42	
5 Employee contribs/Roth contribs or ins. prems. \$		6 Net unrealized appreciation in employer's securities \$		7 Distribution Code(s) 1	
8 Other \$		9a Your percentage of total distribution %		9b Total employee contributions \$	
12 State tax withheld \$		13 State/Payer's state no. \$		14 State distribution \$	
12 Local tax withheld \$		13 Name of locality \$		14 Local distribution \$	

Form **1099R**

Department of the Treasury - Internal Revenue Service

JA000303

Nevada Registrant Disclosure

Thank you for choosing H&R BLOCK®. If you are having your taxes prepared, and you are at an office operated by HRB Tax Group, Inc. ("HRB"), your tax return will be prepared by HRB. If you are at a franchised H&R BLOCK® office, your return will be prepared by an independently owned and operated franchisee ("Franchisee"). In either case, the Tax Professional that will prepare your tax return is hereby referred to as "Registrant".

NRS 240A.180 requires that before a Registrant provides any services to a client or presents the client with a contract for services, Registrant must provide the client with certain disclosures as outlined below.

- Registrant's and HRB's agent for Service of Process is The Corporation Trust Company of Nevada, 701 S. Carson Street, Suite 200, Carson City, Nevada 89701.
- Registrant is not an attorney authorized to practice in this State and is prohibited from providing legal advice or legal representation to any person.
- Any communication between Registrant and client is not protected from disclosure by any privilege.
- Registrant is licensed and bonded as required by the State of Nevada.

Surety Bond Number: 107032729

Amount: \$200,000.00

NV Business ID NV20081308361

Business License No. _____ Expiration: _____

Tax Pro Name: BERTA SANCHEZ

NV Registration No.: N/A

Office Address: 5001 E BONANZA, LAS VEGAS, NV, 89110

Office phone number: (702) 438-0885

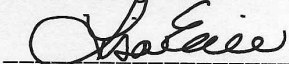
I have read and received a copy of the Nevada Registrant Disclosure.



Client's Signature

1/30/2020

Date



Spouse's Signature (Required only if MFJ and Spouse is Present)

1/30/2020

Date

RECEIPT

Payment received from client: \$ _____

Registrant signature: _____

* Note: NV Rev Stat. § 240.030 does not include certified public accountants, enrolled agents and tax attorneys as persons providing document preparation services required to register with the Nevada Secretary of State, and if the above-named tax professional is a certified public accountant, enrolled agent, or tax attorney, then they are not a Registrant.



4. Arbitration Costs. The H&R Block Parties will pay all filing, administrative, arbitrator, and hearing costs. The H&R Block Parties waive any rights they may have to recover an award of attorneys' fees and expenses against you.

5. Other Terms & Information. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. No arbitration award or decision will have any preclusive effect as to any issues or claims in any dispute, arbitration, or court proceeding where any party was not a named party in the arbitration, unless and except as required by applicable law.

If you have a complaint concerning the services you receive, you can direct it to: (1) the Nevada Secretary of State (1-800-450-8594 or nvsos.gov/sos/home) for complaints involving violations of Title 19, Chapter 240A of the Nevada Statutes governing document preparation services; or (2) the Office of Bar Counsel of the State Bar of Nevada (1-800-254-2797 or www.nvbar.org) for complaints involving the unauthorized practice of law.

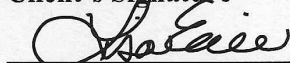
THIS AGREEMENT CONTAINS A BINDING MUTUAL ARBITRATION AGREEMENT

I have the authority to sign on behalf of the taxpayer(s), and I understand and voluntarily agree to the terms of the Arbitration Agreement described above, as well as all other terms, conditions and disclosures presented in this Client Service Agreement.



Client's Signature1/30/2020

Date



Spouse's Signature (Required only if MFJ and Spouse is Present)1/30/2020

Date

Telephone Contact Consent

We want to help you reach your financial and personal goals. In order to do this, we would like to offer you tax and other products and services that may benefit you and contact you regarding your account. In certain circumstances, we are required to obtain your consent prior to contacting you.

By signing this consent, you authorize HRB Tax Group, Inc.; its affiliates; the agents, contractors, and service providers of HRB Tax Group, Inc.; and Axos Bank®, provider of financial products to HRB Tax Group, Inc. clients (collectively "us," "we" or "our") to call or text* you with:

- (1) product and service offers using an automated telephone dialing system or prerecorded messages; or**
- (2) messages regarding your account, including debt collection and related services.**

This consent applies to the following telephone number(s) that you have provided to us, which may include your mobile phone number:

- (575) 446-9056
-

By signing this consent, you verify that the above telephone number(s) belong to you and not a family member or anyone else.

You are not required to complete this form to purchase or receive our services. You understand that even if you do not sign this consent, we may still contact you as permitted by law.

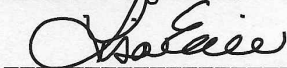
For additional information about this consent, including on how to opt-out, contact us at 1-877-723-5458 (toll free).



Client's Signature

1/30/2020

Date



Spouse's Signature

1/30/2020

Date

** Standard messaging and data rates apply. Message frequency varies. You can reply HELP for help or STOP to opt out at any time. See Terms and Conditions and Privacy Policy at hrblock.com for details.*

Client Sources of Income Verification


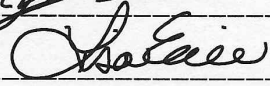
To ensure your return is prepared accurately, review the entries below and confirm they represent all your sources of income, regardless of taxability.

Sources of Income – Total \$ 62,406

NOTE: The amount shown may not match your total Adjusted Gross Income as there may be sources of income present on your return that are not independently reported to the IRS.

<u>Document</u>	<u>Issued by</u>	<u>Amount</u>
W2	KING ENTERPRISES INC DBA	\$2,438
W2	3330 ALAMOGORDO INC	\$10,200
W2	AUTOZONERS LLC	\$2,548
W2	3330 ALAMOGORDO INC	\$13,077
W2	DENNYS INC	\$34,143

My/our signature(s) below confirms that I/we verify that I/we have no additional sources of income for the 2019 tax year in the categories listed above.

Client	Name	Signature	Date
	JOEL E EORIO		1/30/2020
Spouse	LISA M EORIO		1/30/2020

(If married and Spouse is present, Spouse must also sign.)

Tax Professional: BERTA SANCHEZ Date: 1/30/2020

CONSENT TO USE TAX RETURN INFORMATION

We want to help you reach your financial goals. In order to do this, we would like to use your tax return information. The Internal Revenue Code requires that absent a specific exception we obtain your consent before we use information provided to HRB Tax Group, Inc., its subsidiaries, or their independently owned and operated third-party franchisees (collectively, "H&R Block") in connection with preparing your tax return.

If you sign this form and check one or more of the boxes below, you authorize H&R Block to use the specified tax return information for the designated purposes. **Insert a checkmark in the corresponding box if you want to provide your consent to a specific use.**

I authorize H&R Block to use relevant information I provide in connection with the preparation of my 2019 tax return to:	
<input checked="" type="checkbox"/>	determine my eligibility for, inform me about, offer me, internally report on, or research additional ways to pay my tax preparation fees, including Refund Transfers (RT);
<input checked="" type="checkbox"/>	determine my eligibility for, inform me about, offer me, internally report on, or research prepaid debit cards, such as the H&R Block Emerald Prepaid Mastercard®;
<input checked="" type="checkbox"/>	determine my eligibility to apply for, inform me about, offer me, internally report on, or research lines of credit and loans, including a Refund Advance.

Federal law requires this consent form be provided to you. Unless authorized by law, we cannot use your tax return information for purposes other than the preparation and filing of your tax return without your consent.

You are not required to complete this form to engage our tax return preparation services. If we obtain your signature on this form by conditioning our tax return preparation services on your consent, your consent will not be valid. Your consent is valid for the amount of time that you specify. If you do not specify the duration of your consent, your consent is valid for one year from the date of signature.

If you believe your tax return information has been disclosed or used improperly in a manner unauthorized by law or without your permission, you may contact the Treasury Inspector General for Tax Administration (TIGTA) by telephone at 1-800-366-4484, or by email at complaints@tigta.treas.gov.

H&R Block will not use your tax return information for any other purpose in connection with this consent, except as required or permitted by law.

By completing and signing this form, you authorize H&R Block to use the tax return information described above for the designated purpose through July 31, 2023. You may cancel your consent for any authorized use by calling 1-877-723-5458.

Taxpayer's Signature 

Date 1/30/2020

Taxpayer's Printed Name JOEL E EORIO

Spouse's Signature (if MFJ) 

Date 1/30/2020

Spouse's Printed Name (if MFJ) LISA M EORIO

Consent to Disclose Tax Return Information

We want to help you reach your goals and provide you the products and services you requested. In order to do this, we need your permission to share some of your tax return information.

The Internal Revenue Code requires that absent a specific exception we obtain your consent before disclosing information provided to HRB Tax Group, Inc., its subsidiaries, or their independently owned and operated third-party franchisees (collectively, "H&R Block") in connection with preparing your tax return.

Please check each disclosure you authorize.	
<input checked="checked" type="checkbox"/>	Refund Transfer (RT): I authorize H&R Block to disclose to Axos Bank® , an FDIC insured member institution,*^ from my 2019 income tax return my contact information, Social Security number, refund status, refund amount, how long I have been an H&R Block client, and other information required to process my application for, report on, and if approved, provide and service my RT. This information may be accessible by Axos's service providers.*
<input checked="checked" type="checkbox"/>	H&R Block Emerald Prepaid Mastercard®: I authorize H&R Block to disclose to Axos Bank® , an FDIC insured member institution,*^ from my 2019 income tax return my contact information, Social Security number, refund status, refund amount, and other information required to process my application for, report on, and if approved, provide and service my H&R Block Emerald Prepaid Mastercard®. This information may be accessible by Axos's service providers.*
<input type="checkbox"/>	H&R Block Emerald Savings Account: I authorize H&R Block to disclose to Axos Bank® , an FDIC insured member institution,*^ from my 2019 income tax return my contact information, Social Security number, number of years I have been an H&R Block client and other information required to process my application for, report on, and if approved, provide and service my H&R Block Emerald Savings Account and the related H&R Block Emerald Prepaid Mastercard®. This information may be accessible by Axos's service providers.*

Please check each disclosure you authorize.	
<input checked="checked" type="checkbox"/>	<p>Refund Advance:</p> <p>I authorize H&R Block to disclose to Axos Bank®, an FDIC insured member institution,*^ information from my 2019 income tax return including my contact information, Social Security number, date of birth, filing status, financial information, credits, deductions, refund amount, forms and schedules filed, number, age, and relationship status of dependents, number of exemptions and other information required to process my application for, report on and support the Refund Advance program, and if approved, provide and service my Refund Advance. This information may also be used by these entities to comply with various regulatory obligations associated with the Refund Advance loan program.</p> <p>If I am a previous H&R Block customer, I also authorize H&R Block to disclose to these entities how long I have been an H&R Block customer and from my 2018 income tax return my expected and actual refund amount, total disbursements from the IRS, credits, deductions, forms and schedules filed, number, age, and relationship status of dependents, and number of earned-income credit qualifying dependents.#</p> <p>This information may be accessible by Axos's service providers.*</p>
<input type="checkbox"/>	<p>H&R Block Personalized Services:</p> <p>I authorize H&R Block to disclose to H&R Block Personalized Services, LLC my 2019 tax return information (excluding all Social Security numbers and any dependent's personally identifiable information) and information regarding how long I have been an H&R Block client so that H&R Block Personalized Services can develop, offer, and provide products and services tailored to or that may interest me, including:</p> <ul style="list-style-type: none"> • Invitations to exclusive offers; • Personalized advice based on my tax situation; • Develop new or improved products and services; and • Special recognition for the business I do with H&R Block. <p>H&R Block Personalized Services may use service providers and business partners to accomplish these tasks.</p>

Federal law requires this consent form be provided to you. Unless authorized by law, we cannot disclose your tax return information to third parties for purposes other than the preparation and filing of your tax return without your consent. If you consent to the disclosure of your tax return information, Federal law may not protect your tax return information from further use or distribution.

You are not required to complete this form to engage in tax return preparation services. If we obtain your signature on this form by conditioning our tax return preparation services on your consent, your consent will not be valid. If you agree to the disclosure of your tax return information, your consent is valid for the amount of time that you specify. If you do not specify the duration of your consent, your consent is valid for one year from the date of signature.

If you believe your tax return information has been disclosed or used improperly in a manner unauthorized by law or without your permission, you may contact the Treasury Inspector General for Tax Administration (TIGTA) by telephone at 1-800-366-4484, or by email at complaints@tigta.treas.gov.

By completing and signing this form, you authorize H&R Block to disclose your tax return information as indicated.

Taxpayer's Signature 

Date 1/30/2020

Taxpayer's Printed Name JOEL E EORIO

Spouse's Signature (if MFJ) 

Date 1/30/2020

Spouse's Printed Name (if MFJ) LISA M EORIO

***IMPORTANT DISCLOSURE:** Tax services are offered through HRB Tax Group, Inc., its subsidiaries, or franchisees of H&R Block Tax Services LLC. When you apply for a banking service offered by Axos Bank®, an FDIC insured member institution, you will be an Axos customer. Axos may use or disclose your information in accordance with its privacy notice and applicable law.

^The USA PATRIOT Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens a bank account. What this means for you: When you select a Refund Transfer, select a Refund Advance, open an H&R Block Emerald Savings Account, or receive an H&R Block Emerald Prepaid Mastercard®, Axos Bank®, an FDIC insured member institution, will ask for your name, address, date of birth, and other information that will allow it to identify you. You may also be asked to show your driver's license or other identifying documents.

#This consent does not obligate you to enter into a loan transaction or pay any consideration. If you decide you want a Refund Advance, you will have to apply, sign a loan agreement, and be approved by Axos Bank®, an FDIC insured member institution.

Debt

- When applying for a Refund Transfer, you will be notified if you have outstanding H&R Block prior year tax preparation fee debt, H&R Block Emerald Advance® line of credit debt, and certain other debt owed to Axos or H&R Block.
- You should determine whether you have such debt prior to applying for a Refund Transfer. You may obtain additional information on outstanding unpaid debt by calling 1-877-934-1328. By applying for a Refund Transfer, you authorize and direct payment of any debt you owe to Axos or H&R Block from your Refund Account.

Cancellations / Denials

- If your Refund Transfer application is denied or canceled, you will not owe a \$39.95 Refund Transfer fee or \$25.00 check disbursement fee. However, you will still owe your tax preparation and related fees to H&R Block.

Other Information

- If you obtain a Refund Transfer, your tax preparation and related fees are not due until all services are complete. Services are complete when your Refund is received and your authorized payments are disbursed, but in any event no more than 30 days after your tax return is e-filed.
- Axos offers low cost deposit accounts. To obtain more information, please visit www.axosbank.com.
- The Federal Government offers a wide variety of financial advice. To obtain more information, please visit <http://www.mymoney.gov>.
- You can consult www.irs.gov or the applicable state taxing authority for information about tax refund processing.
- You may want to consider changing your income tax withholding, which could result in more income to you during the year, and avoid having to wait for your income tax refund. Please visit www.irs.gov to locate the IRS Withholding Calculator and calculate your revised Federal income tax withholding amount.
- If you have any questions related to your Refund Transfer, please call H&R Block at **1-800-472-5625**.

By signing below, you acknowledge that you have read and understand these disclosures.

JOEL E EORIO

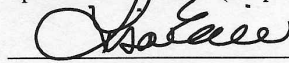
Primary Taxpayer's Full Name



Primary Taxpayer's Signature

LISA M EORIO

Spouse's Full Name (Required if MFJ)



Spouse's Signature

06/84

Date of Birth (MM/YY)

1/30/2020

Date

11/84

Date of Birth (MM/YY)

1/30/2020

Date

claim or particular remedy (and only that particular claim or particular remedy) must remain in court and be severed from any arbitration. The Covered Parties do not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance.

d. Arbitration Costs. The Covered Parties will pay all filing, administrative, arbitrator and hearing costs. The Covered Parties waive any rights they may have to recover an award of attorneys' fees and expenses against you.

e. Other Terms & Information. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. Except as set forth in this Arbitration Agreement, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. No arbitration award or decision will have any preclusive effect as to any issues or claims in any dispute, arbitration, or court proceeding where any party was not a named party in the arbitration, unless and except as required by applicable law. Notwithstanding any provision in this Agreement to the contrary, we will not make any material change to this Arbitration Agreement without providing you with an opportunity to reject the change. Rejection of any future change will not impact this or any prior Arbitration Agreement to which you have agreed.

18. Contact Consent. You agree that we and H&R Block may monitor and record telephone calls with you to ensure the quality of customer service or as allowed by law. You further agree that we and H&R Block may call you using an automatic telephone dialing system or otherwise, leave you voice or prerecorded messages, or send you texts, emails or other electronic messages, to service your Refund Transfer or for other informational purposes related to your Refund Transfer.

19. Applicable Law. Except as provided in the Arbitration Agreement, this Agreement will be governed by and interpreted and enforced in accordance with federal law. To the extent state law applies and is not preempted by federal law, this Agreement will be governed by the laws of the State of Nevada (without reference to conflict of laws provisions).

20. Notices. Any notices we send you via mail will be sent to the Mailing Address we have for you in our records. The Mailing Address on record for you at the time you sign this Agreement is: 6065 ENCHANTED PEAK AVE
LAS VEGAS, NV, 89110

21. Other Terms. We may change the terms of this Agreement at any time, except as otherwise provided in this Agreement. We will notify you of any changes if required by, and in the manner provided by, applicable law. Our business days are Monday through Friday, excluding Federal holidays, even if we are open. We may transfer or assign all or a portion of any of our rights and obligations to H&R Block or a third party without your notice or consent. Your rights and obligations under this Agreement may not be assigned. We do not waive our rights by delaying or failing to exercise them at any time. Except as provided in the Arbitration Agreement, if any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will survive after your Refund Transfer proceeds are disbursed to you and your Refund Account is closed.

By signing below:

- (a) You acknowledge that you have received and read this Agreement;
- (b) You understand and agree to all terms and conditions set forth in this Agreement;
- (c) You certify that all information contained in this Agreement is true and correct, including the Mailing Address in Section 20 and the account information in Section 11(b), if applicable;
- (d) You agree that Axos may use amounts received from your Refund to make payments you authorize in this Agreement, including to pay certain debts owed to Axos or H&R Block; and
- (e) **You understand this Agreement contains an Arbitration Agreement, to which you specifically consent and authorize, in which you agree among other things to resolve disputes you have by arbitration on an individual basis, rather than by jury trials or class actions.**

JOEL E EORIO


Primary Taxpayer's Full Name



Primary Taxpayer's Signature

LISA M EORIO

Spouse's Full Name (Required if MFJ)



Spouse's Signature

06/84

Date of Birth (MM/YY)

1/30/2020

Date

11/84

Date of Birth (MM/YY)

1/30/2020

Date

19RTAP5

11/21/2019

FACTS**WHAT DOES AXOS BANK®
DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account transactions
- Account balances and payment history
- Transaction history and credit history

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Axos Bank® chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Axos Bank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

**To limit
our sharing**

- Call 800-472-5625 – our menu will prompt you through your choice(s) or
- Visit us Online: www.hrblock.com/bank/pdfs/axos-opt-out-information-sharing.pdf

Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call 800-472-5625 or go to www.hrblock.com

NOTICE

- The Refund Advance is a loan which creates a legally enforceable debt. The loan is not your actual tax refund.

Fee Schedule

Refund Advance Amount	Total Refund Advance Fees	Annual Percentage Rate
\$250	\$0	0%
\$500	\$0	0%
\$750	\$0	0%
\$1,250	\$0	0%
\$3,500	\$0	0%

- You may file a tax return electronically without applying for a Refund Advance.
- The average times, according to the Internal Revenue Service, within which a person who does not obtain a Refund Advance can expect to receive a tax refund:
 - (i) if filed electronically: is within 21 days if the refund is deposited directly into the taxpayer's bank account and 21-28 days if the refund is mailed to the taxpayer.
 - (ii) if mailed to the Internal Revenue Service: is 5-7 weeks if the refund is deposited directly into the taxpayer's bank account and 6-8 weeks if the refund is mailed to the taxpayer.
- The Internal Revenue Service does not guarantee that you will be paid the full amount of an anticipated tax refund and does not guarantee that an anticipated tax refund will be deposited into your account or mailed to you on a specific date.
- Nev. Rev. Stat. § 604B.210(1)(b)(5) requires: "A disclosure that the customer is responsible for repayment of the refund anticipation loan and related fees and charges if the anticipated tax refund is not paid or paid in full." However, if your 2019 tax refund or refunds are insufficient to repay the full amount of the Refund Advance, you will not be obligated to pay any difference.
- If your loan is approved, you can expect to receive your loan proceeds generally within 24 hours of approval.
- Your total fees and charges for obtaining the Refund Advance are \$0.
- The annual percentage rate for your Refund Advance is 0%.



Client Signature

1/30/2020

Date

REFUND ADVANCE LOAN INFORMATION AND DISCLOSURES

The Refund Advance Loan is an optional tax refund-related term loan offered by Axos Bank® ("Axos") in amounts of \$250, \$500, \$750, \$1250 and \$3500. It is a single advance term loan and is not your actual income tax refund. Your tax refund secures your Refund Advance Loan and will be used to repay your Refund Advance Loan. Your application for a Refund Advance Loan is subject to certain eligibility criteria and underwriting by Axos. If your application is approved, your Refund Advance Loan proceeds will be loaded to the card account ("Emerald Card Account") associated with your H&R Block Emerald Prepaid Mastercard® ("Emerald Card®").

General Information and Disclosures:

1. You can file your tax return electronically and have the IRS or state taxing authority issue your tax refund directly to you, either by check mailed to you via U.S. mail or direct deposit to your bank account or Emerald Card Account, without applying for a Refund Advance Loan or paying fees for any financial product.
2. According to the IRS: (a) if you file a tax return electronically, you can expect to receive a tax refund typically within twenty-one (21) days by direct deposit or within twenty-eight (28) days by mail; and (b) if you file a tax return by mail, you can expect to receive a tax refund within five (5) to seven (7) weeks by direct deposit or six (6) to eight (8) weeks by mail. Applying for a Refund Advance Loan will not speed up the timing of your tax refund.
3. If you obtain a Refund Advance Loan, you will receive loan proceeds sooner than you will receive your tax refund from the IRS or state taxing authority, but your Refund Advance Loan will be repaid by your tax refund. Therefore, the amount of your tax refund will be reduced by the amount that you receive as a Refund Advance Loan.
4. Axos will not charge you fees or interest for the Refund Advance Loan. However, you may pay fees for other products and services that you choose, such as fees to H&R Block for tax preparation, fees for a Refund Transfer (if you choose to purchase one), fees associated with the manner in which you choose to use your Emerald Card, or fees for other third party services, which will be the same regardless of whether you apply for or receive a Refund Advance Loan.
5. The IRS and state taxing authorities do not guarantee your refund amount or timing.

Applying for a Refund Advance Loan:

1. To apply for a Refund Advance Loan, you must have your 2019 tax return prepared and e-filed in a participating H&R Block office, meet certain eligibility criteria (including having a sufficient expected tax refund), and provide certain consents.
2. You must have an Emerald Card to receive a Refund Advance Loan. If you do not have an Emerald Card, you may apply for one through an H&R Block office.
3. You are not required to purchase a Refund Transfer from Axos to qualify for a Refund Advance Loan.
4. Axos may verify information provided by you and may pull your consumer credit report as part of its underwriting of your application.
5. Your application for a Refund Advance Loan may be declined based on Axos's underwriting guidelines, including if you have delinquent child support or outstanding unpaid taxes, student loans or other federal debt. The amount of your expected tax refund affects the amount of your Refund Advance Loan.
6. As part of your application, you grant Axos a security interest in your tax refund.
7. If your application is denied, (a) Axos will provide notice to you that describes the primary reason(s) for the denial; (b) your tax refund will still be disbursed to you in the manner you select during tax preparation, and (c) if you also purchased a Refund Transfer, you will still receive and be charged for a Refund Transfer.

Receiving a Refund Advance Loan:

1. If your application is approved, your Federal and state (if applicable, and permitted under state law) tax refund(s) will be used to repay your Refund Advance Loan. The remainder of your refund(s) will be disbursed to you in the manner you select during tax preparation.
2. You may rescind your Refund Advance Loan by (a) calling 866-353-1266 on or before 5:00 p.m. EST on the third day after the Refund Advance Loan proceeds are loaded to your Emerald Card Account; and (b) returning all Refund Advance Loan proceeds by authorizing a payment from your Emerald Card Account for the full amount of the loan proceeds, subject to state law.

3. Your Refund Advance Loan proceeds will be loaded to your Emerald Card Account. Certain fees, terms, and conditions apply to your use of the Emerald Card. There are ways to spend money loaded to your Emerald Card Account without incurring a fee. See your Emerald Card Cardholder Agreement for details.

Joint Returns:

1. All Refund Advance Loan applications must be made on an individual basis. If you file a joint tax return, only one joint filer may apply for a Refund Advance Loan.
2. It is solely the taxpayer's choice which joint filer applies for a Refund Advance Loan.
3. Refund Advance Loan proceeds will be loaded to the Applicant's Emerald Card Account. If joint taxpayers choose to direct deposit their tax refund to an Emerald Card Account, it will be loaded to the Applicant's Emerald Card Account. The Applicant's Emerald Card Account may not be a joint account.

Other Information:

1. For additional information about tax refund processing, please consult www.irs.gov or the applicable tax authority's website.
2. To receive information on opening a low-cost bank account at Axos, please visit www.axosbank.com. To access financial education resources, go to www.mymoney.gov.
3. Please review your Refund Advance Loan Application and Agreement for additional terms and conditions of the Refund Advance Loan.
4. Customer Service Contact Information: Attn: Refund Advance, PO Box 30674, Salt Lake City, UT 84130-0674; 1-866-353-1266.

Voluntary Federal Truth-In-Lending Disclosure

You are applying for a Refund Advance Loan, which may be made in the amount of \$250, \$500, \$750, \$1250 or \$3500. The amount of your Refund Advance Loan is based on your creditworthiness and the amount of your anticipated tax refund. If you are approved for a Refund Advance Loan, we will notify you of our decision and the amount of your loan. We will also notify you if your application for a Refund Advance Loan is not approved. The Voluntary Refund Advance Disclosure Statement below is provided as a courtesy. It is not required by the Truth in Lending Act.

VOLUNTARY REFUND ADVANCE DISCLOSURE STATEMENT			
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
0%	\$0.00	\$250, \$500, \$750, \$1250 or \$3500, as applicable	\$250, \$500, \$750, \$1250 or \$3500, as applicable

Payment Schedule: We estimate that the entire Amount Financed will be due on the day we receive your tax refund(s).

Security: You are giving us a security interest in your 2019 Federal and, as applicable and to the extent permitted by state law, state tax refund.

Prepayment: If you pay the loan off early, you will not have to pay a penalty.

See the terms below and on other pages of this disclosure and the Refund Advance Loan Application and Agreement for any additional information about your Refund Advance Loan.

Itemization:

Amount Financed: \$250, \$500, \$750, \$1250 or \$3500, as applicable.

Amount given to you directly: \$250, \$500, \$750, \$1250 or \$3500, as applicable.

REFUND ADVANCE LOAN APPLICATION AND AGREEMENT

USA PATRIOT ACT DISCLOSURE - IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ACCOUNT: In order to help the government fight the funding of terrorism, money laundering activities and identity theft, the USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each person who applies for a Refund Advance Loan. The applicant for a Refund Advance Loan through Axos Bank is required to provide identifying information to Axos Bank, including name, street address, social security number, date of birth, and other information requested by Axos Bank in its sole discretion that will allow us to identify you and for purposes of complying with applicable law. We may also ask to see your driver's license or other identifying documents.

DEFINITIONS: "Agreement" means this Refund Advance Loan Application and Agreement and the Refund Advance Loan Information and Disclosures. In this Agreement, the words "customer," "you," "your," and "Applicant" mean the Applicant signing below. "Axos," "we," "us," and "our" mean Axos Bank®, a federal savings bank, its successors, affiliates, or assignees. "Refund Advance Loan" or "Refund Advance" means a tax refund-related term loan made by Axos to you which is repaid from your 2019 tax year refund(s). "Refund" means any Federal and state (if applicable, and if permitted by state law) tax refund for the 2019 tax year return filed by you (or jointly filed by you and your spouse) or on your behalf. "H&R Block" means HRB Tax Group, Inc., its successors, affiliates, assignees, or the franchisees of any of them, as applicable. "Emerald Card®" means the H&R Block Emerald Prepaid Mastercard® issued by Axos. "Cardholder Agreement" means the agreement governing use of the Emerald Card.

You hereby agree and acknowledge:

1. REFUND ADVANCE LOAN.

- (a) You are applying for a Refund Advance Loan from Axos. If your application is approved, your signature below constitutes your acceptance of the Refund Advance Loan upon the terms and conditions set forth in this Agreement.
- (b) The Refund Advance Loan is a single advance term loan and may be made in the principal amount of \$250, \$500, \$750, \$1250 or \$3500. The Refund Advance Loan is a loan; not your actual Refund.
- (c) Your application for a Refund Advance Loan is subject to underwriting by Axos. The amount of your Refund Advance Loan will depend, in part, on the expected amount of your Refund. The decision of whether a Refund Advance Loan is made to you, and the amount of the loan, will be determined by Axos in its sole and absolute discretion.
- (d) You may apply and be approved for a Refund Advance Loan without electing to purchase a Refund Transfer from Axos. A Refund Transfer is entirely optional.
- (e) To be approved for a Refund Advance Loan, you must have an Emerald Card, which you may apply for at the time of tax preparation.
- (f) If you file a joint tax return, only one joint filer may apply for a Refund Advance Loan. You must apply for the Refund Advance Loan individually, not jointly with your spouse.
- (g) If your Refund Advance Loan application is denied, you will still receive your Refund in the manner you selected during tax preparation.

2. NO REFUND ADVANCE LOAN FEES. Axos will not charge you any fees or interest for the Refund Advance Loan. However, other fees can apply for other products and services you select. For example, tax preparation and related fees may apply in connection with the services provided by H&R Block. If you choose to purchase a Refund Transfer, you must pay Axos a Refund Transfer fee. You may also pay fees associated with your use of an Emerald Card, as described in Section 3.

3. APPROVAL AND DISBURSEMENT. If your application for a Refund Advance Loan is approved, Axos will notify you of the amount of your loan via text or email, and Axos will load the loan proceeds directly to your Emerald Card Account. There is no fee to obtain an Emerald Card or to load the Refund Advance Loan to the Emerald Card Account. However, fees may apply for your use of the Emerald Card, depending on how you choose to use it. There

are ways to spend money using your Emerald Card without incurring a fee, including use at point of sale terminals. You can also request a one-time check or ACH transfer of funds from your Emerald Card Account at no charge. See your Cardholder Agreement for the full fee schedule and the terms and conditions that apply to your Emerald Card.

4. SECURITY INTEREST. As security for repayment of your Refund Advance Loan, you hereby grant to Axos a security interest in your Refund to the maximum extent permitted by law.

5. REPAYMENT.

- (a) You irrevocably authorize Axos to deduct from your Refund an amount sufficient to repay your Refund Advance Loan. If you have purchased a Refund Transfer from Axos (which is entirely optional), you irrevocably authorize repayment of your Refund Advance Loan from the account associated with your Refund Transfer ("Refund Account"). The amount remaining in your Refund Account, after repayment of the Refund Advance Loan and deduction of any other authorized amounts, will be disbursed in the manner you select at the time of tax preparation. If you have not purchased a Refund Transfer from Axos, you agree to direct your Refund to your Emerald Card Account, and you irrevocably authorize Axos to deduct from your Refund an amount sufficient to repay your Refund Advance Loan, and load the remaining amount of your Refund to your Emerald Card Account.
- (b) You agree not to redirect your Refund away from Axos by instructing the taxing authority or any other person not to send your Refund to the Refund Account or your Emerald Card Account. If you receive a Refund directly from a federal or state taxing authority, you agree to immediately repay the Refund Advance Loan to Axos.
- (c) To the extent payment is made on your Refund Advance Loan from another account with us, we will not charge you an insufficient funds fee if your account lacks sufficient funds to cover the payment. Similarly, we will not close your other account as a result of any negative balance resulting from a payment made on your Refund Advance.

6. NON-RECOURSE LOAN.

- (a) Your Refund Advance Loan will be repaid from the Refund. Except as set forth in Section 6(c), (i) you are not obligated to repay the Refund Advance Loan if your expected Refund is not issued; and (ii) if your Refund is issued in an amount insufficient to repay your Refund Advance Loan, you are only obligated to repay the Refund Advance Loan to the extent of the Refund actually issued, and are not obligated to pay the difference.
- (b) Axos warrants that: (i) it has no legal or contractual claim or remedy against you based on your failure to repay if the amount of the Refund Advance is not repaid in full; (ii) it will not engage in any debt collection activities if the Refund Advance is not repaid on the scheduled date; (iii) it will not place the amount of the Refund Advance as a debt with or sell it to a third party; and (iv) it will not report to a consumer reporting agency concerning the Refund Advance.
- (c) Section 6(b) will not prevent Axos from enforcing its security interest in your Refund to the maximum extent permitted by law, and it will not prevent Axos from making a claim against you in circumstances involving fraud by you.
- (d) Nothing in the Cardholder Agreement gives Axos any remedy or right to collect the Refund Advance Loan beyond what is set forth in this Section 6.

7. PREPAYMENT; RIGHT TO RESCIND.

- (a) You may prepay your Refund Advance Loan in advance of your Refund being issued by calling 866-353-1266 and authorizing Axos to debit your Emerald Card Account. There is no fee or penalty for prepayment.
- (b) You may rescind your Refund Advance Loan by calling 866-353-1266 on or before 5:00 p.m. EST on the third day after the Refund Advance Loan proceeds are loaded to your Emerald Card Account, and returning all of the Refund Advance Loan proceeds in the manner described in Section 7(c), subject to state law. There is no fee or penalty to rescind.
- (c) If you choose to rescind the Refund Advance Loan, you hereby authorize Axos to debit your Emerald Card Account for the full amount of the proceeds of the Refund Advance Loan. If there are insufficient funds in the

Emerald Card Account to repay the Refund Advance Loan in full, then your payment will be treated as a partial prepayment and not as a rescission of your Refund Advance Loan, and Axos may collect any unreturned portion of the proceeds of your Refund Advance Loan in the manner described in Section 5.

- (d) If you validly rescind your Refund Advance Loan, including timely returning the full amount of the loan proceeds to Axos, then your Refund will be disbursed to you in the manner you selected during tax preparation without reduction for repayment of the Refund Advance.

8. AUTHORIZATIONS. You hereby authorize:

- (a) H&R Block to submit this application on your behalf, once you authorize your tax return(s) for filing and/or after your tax return has been accepted by the IRS, and for H&R Block to provide to Axos information obtained from your tax return(s), as permitted by applicable law;
- (b) Axos to investigate and verify all information that you provide to Axos, as well as inquire of the IRS and state taxing authorities as to the status of your Refund and to receive from the IRS and the state taxing authorities information regarding your return(s);
- (c) Axos to obtain your consumer credit report in order to underwrite your application;
- (d) Axos to contact and disclose information to, and obtain information from, the U.S. Department of the Treasury Offset Program, administered by the Bureau of the Fiscal Service's Debt Management Services, on your behalf in connection with Refund Advance;
- (e) Axos to provide to H&R Block information regarding your Refund Advance Loan, including information from your application and the amount of the Refund you actually receive;
- (f) Axos (or H&R Block on Axos's behalf) to deliver to your cellular phone text messages regarding your Refund Advance Loan using an automatic system, if you provide us with your cellular phone number. You are not required to have a cellular phone or provide us with your cellular phone number as a condition of obtaining a Refund Advance Loan. Standard text messaging and data rates of your cellular provider may apply; and
- (g) Axos to monitor, record and keep copies of telephone calls and other communications with you regarding your Refund Advance Loan or this Agreement.

9. CERTIFICATIONS. You hereby certify to Axos that the following are true:

- (a) You provided H&R Block with complete and accurate information to prepare your tax return(s);
- (b) You are not currently in any dispute with, or being audited by, the IRS or any state taxing authority and have no reason to believe that any such dispute or audit may occur;
- (c) You are not a party to a payment plan with the IRS;
- (d) You are not subject to or named as a debtor in any federal or state tax lien;
- (e) You do not currently have a payment plan with any bankruptcy court;
- (f) You have not filed for Chapter 7, 11, or 13 bankruptcy during the preceding two (2) calendar years, do not have an open Chapter 11 or 13 bankruptcy, and do not have any current intention to file for bankruptcy; and
- (g) You have not previously filed a federal or state income tax return for tax year 2019.

10. ARBITRATION AGREEMENT.

- (a) **Scope of Arbitration Agreement.** You and the Covered Parties (as defined below) agree that all disputes and claims between you and any one or more of the Covered Parties shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below. However, either you or the Covered Parties may bring an individual claim in small claims court, as long as it is brought and maintained as an individual claim. All issues are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of Paragraph 10(c) below, shall be decided by the court and not the arbitrator. For purposes of this Arbitration Agreement, the term

2019 W-2 and EARNINGS SUMMARY

Employee Reference Copy		Wage and Tax Statement		2019	
Copy C for employee's records. OMB No. 1545-0008					
d Control number	Dept.	Corp.	Employer use only		
0000128467 W7E		9K05	37529		
c Employer's name, address, and ZIP code					
AUTOZONERS LLC 123 S FRONT ST MEMPHIS, TN 38103					
e/f Employee's name, address, and ZIP code					
JOEL E EORIO 6065 ENCHANTED PEAK AVE LAS VEGAS, NV 89110					
b Employer's FED ID number	a				
62-1611055					
1 Wages, tips, other comp.	2				
2547.95	167.08				
3 Social security wages	4 Social security tax withheld				
2547.95	157.97				
5 Medicare wages and tips	6 Medicare tax withheld				
2547.95	36.95				
7 Social security tips	8 Allocated tips				
9	10 Dependent care benefits				
11 Nonqualified plans	12a See instructions for box 12				
14 Other	12b				
	12c				
	12d				
	13 Stat emp Ret. plan 3rd party sick pay				
15 State Employer's state ID no.	16 State wages, tips, etc.				
17 State income tax	18 Local wages, tips, etc.				
19 Local income tax	20 Locality name				

This summary section is included with your W-2 to help describe this portion in more detail. The reverse side includes general information that you may also find helpful. The following reflects your final pay stub, plus any adjustments made by your employer.

GROSS PAY	2,547.95	SOCIAL SECURITY TAX WITHHELD	157.97
FED. INCOME TAX WITHHELD	167.08	BOX 04 OF W-2	
BOX 02 OF W-2		MEDICARE TAX WITHHELD	36.95
STATE INCOME TAX	0.00	BOX 06 OF W-2	
BOX 17 OF W-2		SUI/SDI	0.00
LOCAL INCOME TAX	0.00	BOX 14 OF W-2	
BOX 19 OF W-2			

To change your employee W-4 profile information
file a new W-4 with your payroll department

JOEL E EORIO
6065 ENCHANTED PEAK AVE
LAS VEGAS, NV 89110

Social Security Number: [REDACTED]
Taxable Marital Status: SINGLE
Exemptions/Allowances:
Federal: 0
State: 0
Local: 0

		a Employee's social security number [REDACTED]		OMB No. 1545-0008		This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.	
b Employer identification number (EIN) 85-0456283				1 Wages, tips, other compensation 2438.10		2 Federal income tax withheld 53.52	
c Employer's name, address, and ZIP code King Enterprises, Inc. dba Basin Tint & Sound 315 North White Sands Alamogordo, New Mexico 88310				3 Social security wages 2438.10		4 Social security tax withheld 151.17	
				5 Medicare wages and tips 2438.10		6 Medicare tax withheld 35.37	
				7 Social security tips		8 Allocated tips	
d Control number				9 [REDACTED]		10 Dependent care benefits	
e Employee's first name and initial Last name JOEL EORIO 624 EAGLE DR ALAMOGORDO, NM 88310				11 Nonqualified plans		12a See instructions for box 12	
				13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
				14 Other		12c	
						12d	
f Employee's address and ZIP code							
15 State	Employer's state ID number	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name	
NM	20-6633-1	2438.10	9.60				

Form **W-2** Wage and Tax Statement

Copy C—For EMPLOYEE'S RECORDS (See Notice to Employee on the back of Copy B.)

2019

Department of the Treasury—Internal Revenue Service

Safe, accurate,
FAST! Use



JA000322