

IN THE SUPREME COURT OF THE STATE OF NEVADA

BARTHOLOMEW MAHONEY
Appellant,

vs.

BONNIE MAHONEY
Respondent.

Electronically Filed
Supreme Court No. 82412-82413
Sep 22 2021 11:02 a.m.
Elizabeth A. Brown
District Court No. D-13-477883-D
Clerk of Supreme Court

APPELLANT'S APPENDIX VOLUME I

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Counsel for Respondent

DOCUMENT	VOLUME NUMBER	BATE NO(S)
Notice of Entry of Decree of Divorce	I	AA000001-12
Motion to Reduce Arrearages, Interest, and Penalties to Judgment; to Modify Alimony; to Review Child Support, for Sanctions and Attorney's Fees	I	AA000013-34
Schedule of Arrears	I	AA000035-43
General Financial Disclosure Form	I	AA000044-50
Notice of Hearing	I	AA000051
Certificate of Service	I	AA000052-53
Motion to Reduce Arrearages, Interest, and Penalties to Judgment; to Modify Alimony; to Review Child Support, for Sanctions and Attorney's Fees	I	AA000054-75
Schedule of Arrears	I	AA000076-84
General Financial Disclosure Form	I	AA000085-91
Notice of Hearing	I	AA000092
Defendant's Appendix of Exhibits to her motion	I	AA000093-145
Ex Parte Request for an Order to Continue Hearing	I	AA000146-152

DOCUMENT	VOLUME NUMBER	BATE NO(S)
Notice of Rescheduling of Hearing	I	AA000153-154
Certificate of Service	I	AA000155-156
Notice of Rescheduling of Hearing	I	AA000157-158
Notice of Entry of Order Granting Ex Parte Request To Continue Hearing	I	AA000159-162
Certificate of Service	I	AA000163-164
Request for Submission of Motion Pursuant to EDCR 5.502	I	AA000165-188
Notice of Appearance of Counsel	I	AA000189-191
Opposition to Mo Motion to Reduce Arrearages, Interest, and Penalties to Judgment; to Modify Alimony; to Review Child Support, for Sanctions and Attorney's Fees and Countermotion to Strike Motion and For Attorney's Fees and Costs	I	AA000192-213
Notice of Entry of Order after August 22, 2019 Hearing	I	AA000214-218

DOCUMENT	VOLUME NUMBER	BATE NO(S)
Plaintiff's Reply in Support of her Motion to Reduce Arrearages, Interest, and Penalties to Judgment; to Modify Alimony; to Review Child Support, for Sanctions and Attorney's Fees	I	AA000219-236
Updated Schedule of Arrears	I	AA000237-242
General Financial Disclosure Form	II	AA000243-253
Notice of Entry of Order after November 13, 2019	II	AA000254-259
Affidavit of Service	II	AA000260-262
Notice of Change of Law Firm Address	II	AA000263-264
General Financial Disclosure Form	II	AA000265-276
Motion to Withdraw	II	AA000277-284
Notice of Hearing	II	AA000285
Request for Submission	II	AA000286-288
Notice of Entry of Order	II	AA000289-292
Stipulation and Order to Continue Evidentiary Hearing	II	AA000293-297
Notice of Rescheduling of Hearing	II	AA000298-299
Certificate of Service	II	AA000300-301
Amended Certificate of Service	II	AA000302-303
Order Setting Evidentiary Hearing	II	AA000304-308

DOCUMENT	VOLUME NUMBER	BATE NO(S)
Defendant's Pre-Trial Memorandum	II	AA000309-329
Defendant's List of Trial Exhibits	II	AA000330-333
Defendant's Amended List of Trial Exhibits	II	AA000334-337
Defendant's Second Amended List of Trial Exhibits	II	AA000338-341
Updated Schedule of Arrears	II	AA000342-380
General Financial Disclosure Form	II	AA000381-388
Notice of Entry of Findings of Fact, Conclusions of Law, Order and Judgment From The December 3, 2020 Evidentiary Hearing	II	AA000389-454
Defendant's Memorandum of Fees, Costs, and Disbursements and Brunzell Declaration	II	AA000455-482
Notice of Entry of Order Granting Attorney's Fees And Costs	III	AA000483-498
Transcripts: December 3, 2020	III	AA000499-540

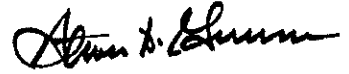
CERTIFICATE OF SERVICE

The undersigned does hereby certify that on the 21st day of September, 2021
a copy of the foregoing Appellant's Appendix I was served as follows:

BY ELECTRONIC FILING TO

Kimberly Stutzman, Esq
Radford J. Smith, Chartered
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/s/Aaron Grigsby
Employee of The Grigsby Law Group



CLERK OF THE COURT

1 **NEOJ**
2 **SMITH LEGAL GROUP**
3 **Kurt A. Smith, Esq.**
4 Nevada Bar No. 10764
5 2520 St. Rose Parkway, Suite 301
6 Henderson, Nevada 89074
7 Telephone: (702) 410-5001
8 Facsimile: (702) 410-5005
9 kurt@thelegalsmith.com
10 *Attorney for Defendant*

7 **DISTRICT COURT**
8 **FAMILY DIVISION**
9 **CLARK COUNTY, NEVADA**

9 BARTHOLOMEW M. MAHONEY, JR.,

Case No.: D-13-477883-D
Dept. No.: B

10 Plaintiff,

11 vs.

12 BONNIE M. MAHONEY,

13 Defendant.

NOTICE OF ENTRY OF DECREE OF
DIVORCE

14 PLEASE TAKE NOTICE that a Decree of Divorce was entered on February 3, 2016, in the
15 above-entitled matter, a copy of which is attached hereto and incorporated herein by reference.

16 DATED this 8th day of February 2016.

17 Respectfully submitted by:

18 **SMITH LEGAL GROUP**

19
20 **/s/ Kurt Smith**
21 **Kurt A. Smith, Esq.**
22 Nevada Bar No. 10764
23 2520 St. Rose Parkway, Suite 301
24 Henderson, Nevada 89074
25 Telephone: (702) 410-5001
26 Facsimile: (702) 410-5005
27 *Attorneys for Defendant*
28

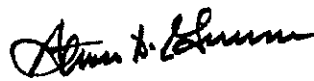
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 8th day of February 2016, a true and correct copy of the foregoing document entitled Notice of Entry of Decree of Divorce was served by electronically filing with the Clerk of Court the Wiznet Electronic Service system and submitted to the above-entitled Court for electronic service upon the Court's Service List for the above-referenced case pursuant to Administrative Order 14-2 and NEFCR 9, addressed to the following:

Roger Giuliani, Esq.
Attorney for Plaintiff

/s/ Lillian Brand
An Employee of the SMITH LEGAL GROUP

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CLERK OF THE COURT

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EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

BARTHOLOMEW M. MAHONEY, JR.,

Plaintiff,

vs.

BONNIE M. MAHONEY,

Defendant.

Case No.: D-13-477883-D
Dept. No.: B

DECREE OF DIVORCE

This matter having come before the above-entitled Court for Settlement Conference on August 12, 2015, with the Plaintiff, BARTHOLOMEW M. MAHONEY, JR., (hereinafter, "Dad") being present and represented by his Attorney of Record, ROGER GIULIANI, ESQ. of ROGER GIULIANI, P.C., and the Defendant, BONNIE M. MAHONEY (hereinafter "Mom"), appearing in person and with her Attorney of Record, KURT A. SMITH, ESQ. of SMITH LEGAL GROUP, and the Parties having reached a global resolution of all issues in dispute in this matter and having indicated on the Record, after being canvassed by their respective attorneys, their understanding and agreement with the terms of the agreement as stated on the Record and that both Parties concurred that the terms of the agreement placed on the Record were fair and equitable for the purposes of their Divorce, the COURT FINDS AND CONCLUDES AS FOLLOWS:

...

...

...

Non-Trial Dispositions:

- | | |
|--|---|
| ☐ Other | ☒ Settled/Withdrawn: |
| ☐ Dismissed - Want of Prosecution | ☒ Without Judicial Conf/Hrg |
| ☐ Involuntary (Statutory) Dismissal | ☐ With Judicial Conf/Hrg |
| ☐ Default Judgment | ☐ By ADR |
| ☐ Transferred | |
- Trial Dispositions:
- | | |
|---|--|
| ☐ Disposed After Trial Start | ☐ Judgment Reached by Trial |
|---|--|

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DEPT. B

FINDINGS OF FACT

1
2 1. That Dad, is now, and for more than six weeks preceding the commencement of this
3 action has been, an actual, bona fide resident of the County of Clark, State of Nevada, and during all
4 said periods of time has been actually, physically, and corporeally present, residing, and domiciled in
5 the State of Nevada.

6 2. That Mom and Dad were married on September 2, 2000, in Las Vegas, Nevada, and
7 since said date have been, and still are, husband and wife.

8 3. That since said marriage, Mom and Dad have become and are incompatible and there
9 is no chance of reconciliation between the Parties.

10 4. That there are two minor Children of the relationship, to wit: Brigitte Mahoney, born
11 October 29, 2001; and Sophia Mahoney, born June 12, 2004; that there are no adopted Children of
12 the marriage; and to the best of the Parties' knowledge, Mom is not now pregnant.

13 5. That the Parties have agreed that they should each have Joint Legal Custody of the
14 Children.

15 6. That the Parties have agreed that Mom shall have Primary Physical Custody of the
16 Children.

17 7. That the Parties have reached agreement to a schedule concerning the Children's
18 physical custody. That the schedule agreed to by the Parties, as set forth more fully herein, is in the
19 best interests of the Children.

20 8. That the Parties have agreed that Dad shall continue to maintain health insurance for
21 the minor Children, and that the Parties shall divide the cost of the monthly premium and all
22 unreimbursed medical expenses according to the Court's 30/30 rule, which rule requires the Party
23 who incurs an unreimbursed medical expense to send a written request for reimbursement of one-half
24 (50/50) of the expense within thirty (30) days of incurring the same (30/30). Upon receipt, the other
25
26
27
28

1 parent must then reimburse to the incurring parent fifty percent (50%) of the unreimbursed medical
2 expense within thirty (30) days. If the request is not timely made within the requisite thirty (30) day
3 period, it may be deemed waived. If the requested reimbursement is not timely submitted to the
4 incurring parent, such failure may be considered a Contempt of Court.

5 9. That the Parties have agreed that once Mom is employed to the point where she can
6 utilize the tax credit for the Children, Mom is entitled to claim the Children as dependents for Federal
7 Income Tax purposes every year. Until that time, Dad shall be permitted to claim the Children as
8 dependents. Mom may provide notice to Dad of her ability to claim the Children by presenting proof
9 of employment to Dad.
10

11 10. That the Parties have agreed that Dad shall pay Child Support to Mom.

12 11. That the Parties have resolved all issues as to community property, both real and
13 personal, and community debts, as more fully stated herein.
14

15 12. That the Parties have agreed that Mom is entitled to an award of Alimony from Dad.

16 13. That Mom should retain her married name.

17 14. That Dad shall reimburse to Mom directly for Mom's attorneys' fees and costs in the
18 amount of \$10,000.00. Other than the aforementioned award of fees, each Party shall bear their own
19 fees and costs.
20

21 CONCLUSIONS OF LAW

22 Based upon the foregoing Findings of Fact, the Court makes its Conclusions of Law as
23 follows:
24

25 1. The Court concludes that it has jurisdiction over the subject matter herein and the
26 Parties hereto, the Children, the assets and community property, the debts and all other issues of the
27 Parties' marriage.
28

DECREE OF DIVORCE

NOW THEREFORE, pursuant to the Stipulation of the Parties:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED the Parties shall share Joint Legal Custody of the Parties' two minor Children, with Mom having Primary Physical Custody.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Mom may relocate to the State of California with the minor Children effective immediately. Nevada remains the Home State for jurisdictional purposes so long as Dad maintains residency in Nevada.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Dad will pay all of the Children's travel expenses related to visitation in odd-numbered months and Mom will pay all the of Children's travel expenses related to visitation in even-numbered months, as long as Dad maintains residency in Nevada.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Dad shall have visitation with the Children one weekend per month, upon three week's notice to Mom on what weekend visitation he will choose.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Parties shall each have unlimited Skype, Facetime, and/or telephone contact with the minor Children.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Children shall each be granted their teenage discretion with regard to visitation.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that for the purpose of the Thanksgiving, Winter Break, and Spring Break Holidays each year (the "Listed Holidays"), the Parties shall use Department B's standard holiday schedule on for those Listed Holidays only, which schedule is incorporated herein by reference. The receiving parent shall provide the transportation for the Listed Holidays. All other Holidays that fall during either parent's custodial timeshare will be

1 celebrated by that parent. In addition, Dad shall have two weeks of visitation with the Children each
2 summer, upon his providing Mom with three weeks' prior notice.

3 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Dad shall enroll in
4 and complete the COPE Class and shall file proof of the same with the Court. Neither Party shall be
5 permitted to file a Motion for Modification of the Children's Custody without first having completed
6 and filed their Certificate of Completion for the COPE class.

7
8 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Dad shall pay Child
9 Support in the amount of \$1,091 per child per month, for a total of \$2,182 per month, commencing
10 September 1, 2015. Half of Dad's monthly Child Support payment shall be due by the 5th of each
11 month and the other half shall be due by the 25th of each month. Dad's payments will be made by
12 way of direct deposit for which Mom has set up in an account and will provide that account number
13 to counsel.

14
15 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Dad receives bonuses
16 annually and it is agreed that Dad shall pay to Mom twenty-five percent (25%) of the after-tax amount
17 of the bonus for a period of four years, commencing September 1, 2015. For tracking purposes, Dad
18 shall provide Mom with a copy of his W-2 forms annually. If Dad does not provide his W-2 Forms
19 to Mom by April 15th of each year, Dad shall be responsible to pay Mom thirty-five (35%) of the after-
20 tax amount of any bonus he received for the period in which he failed to provide the W2.

21
22 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Dad shall assume all
23 of the Parties' IRS debt through the 2015 tax year and will indemnify and hold Mom harmless for
24 same.

25
26 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Dad shall assume all
27 of the Parties' credit card debt and shall hold Mom harmless for the same. All joint credit card
28 accounts shall be closed and not used after August 12, 2015 date.

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that each Party shall
2 maintain their own vehicles and any encumbrances thereupon.

3 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if Mom is contacted
4 by any bill collector for any bill identified in this Decree, she shall immediately inform Dad to give
5 him an opportunity for the matter to be settled prior to filing anything through the court.

6 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Dad shall maintain
7 medical insurance for the minor Children to the extent such is offered at a reasonable rate through his
8 employer. Any unreimbursed medical, dental, optical, orthodontic, or other health-related expenses
9 incurred for the benefit of the minor Children are to be divided equally between the Parties, according
10 to the Court's 30/30 rule, which rule requires the Party who incurs an out-of-pocket, unreimbursed
11 medical expense for the Children to provide a copy of the paid invoice/receipt to the other Party within
12 thirty (30) days of incurring such expense; if not tendered within the thirty (30) day period, the Court
13 may consider it as a waiver of reimbursement. The other Party will then have thirty (30) days from
14 receipt within which to dispute the expense in writing or reimburse the incurring Party for one-half of
15 the out-of-pocket expense; if not disputed or paid within the thirty (30) day period, the Party may be
16 subject to a finding of contempt and appropriate sanctions.

17 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** once Mom is employed
18 to the point where she can utilize the tax credit for the Children, Mom is entitled to claim the Children
19 as dependents for Federal Income Tax purposes every year. Until that time, Dad shall be permitted
20 to claim the Children as dependents. Mom may provide notice to Dad of her ability claim the Children
21 by presenting proof of employment to Dad.

22 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Mom shall receive
23 spousal support from Dad in the amount of \$2,668 per month for a term of four years, commencing
24 September 1, 2015. Half of this monthly payment shall be due by the 5th of each month and the other
25

1 half due by the 25th of each month. Dad's payment shall be made by way of direct deposit for which
2 Defendant has set up an account and will provide that account number to counsel.

3 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Mom shall maintain
4 her married name.

5 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the bonds of
6 matrimony now and heretofore existing between Mom and Dad be dissolved and that an absolute
7 Decree of Divorce is hereby granted, restoring the Parties to their status as single and unmarried
8 persons, subject to the terms and conditions to be set forth in the Decree of Divorce.

9 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Dad shall reimburse to
10 Mom directly the amount of \$10,000.00 as and for past attorney fees at a rate of \$555.00 per month
11 until paid in full. Payments shall commence on September 1, 2015, and shall be due by the 15th of
12 each month. Other than the aforementioned award of fees, each Party shall bear their own fees and
13 costs.
14

15 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that all conditions, as
16 outlined above, shall become the Orders of this Court. This is a binding agreement as of today's date
17 pursuant to EDCR 7.50.
18

19 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Mr. Smith shall
20 prepare the Decrees. All future dates are hereby vacated. Once the Decree is filed, this case shall be
21 closed.
22

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Nevada remains the
24 Children's Home State for jurisdictional purposes so long as Dad maintains residency in Nevada.

25 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Court shall maintain
26 jurisdiction for the purposes of addressing the bonus issue, if necessary.
27

28 ///

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OFFICE (702) 414-5001 FAX (702) 414-5005

REQUIRED STATUTORY LANGUAGE

1
2 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that pursuant to NRS
3 125B.145, each person subject to a Child Support order may request a review of the order every three
4 years or anytime there has been a change in income of twenty percent (20%) or more.

5 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that any Party ordered to
6 pay Child Support to the other is HEREBY PUT ON NOTICE that, pursuant to NRS 125.450 a parent
7 responsible for paying Child Support is subject to NRS 31A.010 through NRS 31A.340, inclusive,
8 and Section 2 and 3 of Chapter 31A of the Nevada Revised Statutes, regarding the withholding of
9 wages and commissions for the delinquent payment of support. These statutes and provisions require
10 that, if a parent responsible for paying Child Support is delinquent in payment the support of a child
11 that such person has been ordered to pay, then that person's wages or commissions shall immediately
12 be subject to wage assignment and garnishment, pursuant to the provisions of the above-referenced
13 statutes.
14

15
16 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED the Parties, and each of
17 them, shall be bound by the provisions of NRS 125C.200, that prescribe that if custody has been
18 established and the custodial parent intends to move his residence to a place outside of this state and
19 to take the child with him, he must, as soon as possible and before the planned move, attempt to obtain
20 the written consent of the noncustodial parent. If the non-custodial parent refuses to give that consent,
21 the custodial parent shall, before he leaves this state with the child, petition the court for permission
22 to move the child. The failure of a parent to comply with the provisions of this section may be
23 considered as a factor if a change of custody is requested by the noncustodial parent.
24

25
26 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED the Parties, and each of
27 them, shall be bound by the provisions of NRS 125.510(6) which state, in pertinent part:
28

PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or moves the child from the jurisdiction of the court without the consent of either the court or all persons who have the right to custody or visitation is subject to being punished by a category D felony as provided in NRS 193.130.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, pursuant to NRS 125.510(7) and (8), the terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private International Law are applicable to the Parties:

Section 8. If a parent of the child lives in a foreign country or has significant commitments in a foreign country:

(a) The Parties may agree, and the Court shall include in the Order for custody of the child, that the United States is the country of habitual residence of the child for the purpose of applying the terms of the Hague Convention as set forth in Subsection 7.

(b) Upon motion of the Parties, the Court may order the parent to post a bond if the Court determines that the parents pose an imminent risk of wrongfully removing or concealing the child outside the country of habitual residence. The bond must be in an amount determined by the Court any may be used only to pay for the cost of locating the child and returning him to his habitual residence if the child is wrongfully removed from or concealed outside the country of habitual residence. The fact that a parent has significant commitments in a foreign country does not create a presumption that the parent poses an imminent risk of wrongfully removing or concealing the child.

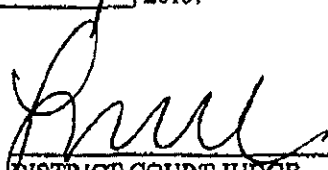
IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that each Party shall submit the information required in NRS 125B.055 on a separate form to the Court and the Welfare Division of the Department of Human Resources within ten days from the date this Order is filed. Such information shall be maintained by the Clerk in a confidential manner and not part of the public record. The Parties shall update the information filed with the Court and the Welfare division

///

1 of the Department of Human Resources within ten days should any of that information become
 2 inaccurate.

3 THIS IS A FINAL DECREE

4 DATED this 3rd day of February, 2016.
 5
 6

7
 8 
 9 DISTRICT COURT JUDGE *mc*

10
 11 Respectfully submitted by:

12 SMITH LEGAL GROUP

Approved as to form and content:

13 ROGER GIULIANI, P.C.

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Steven D. Grierson

1 MOT

2 RADFORD J. SMITH, CHARTERED
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6 Henderson, Nevada 89014

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8 Facsimile: (702) 990-6456

9 kstutzman@radfordsmith.com

10 *Attorneys for Defendant*

11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 BARTHOLOMEW M. MAHONEY, JR.,

14 Plaintiff,

15 vs.

16 BONNIE M. MAHONEY,

17 Defendant.

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

FAMILY DIVISION

ORAL ARGUMENT: Yes

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

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

28 Date of Hearing:

Time of Hearing:

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

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

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

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

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

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

20 6. For such other and further relief as to the Court may find proper.
21 ...
22 ...
23 ...
24 ...
25 ...
26 ...
27 ...
28

¹ Plaintiff submits that she will update this number as needed.

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

5 Dated this 7th day of May 2019.

6
7 RADFORD J. SMITH, CHARTERED

K. Stutzman

8 KIMBERLY A. STUTZMAN, ESQ.

9 Nevada State Bar No. 014085

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13 I.

14 **INTRODUCTION**

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

22
23 Bonnie has attempted to resolve these issues with Bart pursuant to EDCR 5.501.
24
25 Bart, however, refuses to comply with the parties' Decree. Moreover, at the end of 2018,
26 Bonnie lost her job. Though Bonnie is actively seeking alternative employment, she is
27

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

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

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

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

17 II.

18 STATEMENT OF FACTS

19
20 The parties, Defendant, BONNIE MAHONEY ("Bonnie") and Plaintiff,
21 BARTHOLOMEW M. MAHONEY, JR. ("Bart") divorced by stipulated Decree of this
22 court filed February 3, 2016.
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28 ³ Bonnie has had to use credit cards and essentially liquidate accounts to simply maintain her expenses.
She has also had to borrow money from her parents, cousins, god brother, and friends.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 The Decree states in relevant part –

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

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

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

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

16
17
18 **4. Bonnie's Request to extend the time for receipt of alimony should be granted**

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

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

12 Had Bonnie been receiving the correct support since 2016, she believes that she
13 would have been able to have a small savings account, retirement, and substantially less
14 debt. Bonnie previously earned on average about \$4,458 gross per month⁵. Nevertheless,
15 without Bart's support, Bonnie's accounts are consistently overdrawn. She currently faces
16 eviction because she is three months behind on rent. The children's tuitions have not been
17 paid, and she has outstanding credit card debt. She has also borrowed \$20,000 in the last
18 few months to stay current. *See* Zelle Transfers between the parties, filed as exhibit "3."

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

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

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

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

9
10 For these reasons, Bonnie requests that the court grant her motion to reduce the
11 unpaid arrears to judgment and her request to extend the alimony period of 2 years.

12
13 **5. Bart's non-payment of support has substantially impacted the children**

14
15 As discussed above, Bonnie is behind on her rent. Likewise, she is also behind on
16 the children's tuition. Bonnie ultimately has to withdraw Brigitte from Brigitte's private
17 school midway through the 2017-2018 school year. Brigitte is now homeschooled.

18
19 Bonnie also observes Brigitte to struggle with Bart's hostility as well as his almost
20 complete absence from Brigitte's life. When she was enrolled, Brigitte's private school
21 provided counseling for Brigitte to discuss her issues, but it only provided Brigitte with
22 minimal relief. Bonnie begged for Bart to attend therapy with Brigitte. She also provided
23 Bart with the names of multiple psychologists in their area who were willing to speak with
24 the family, but Bart never responded. *See* Exhibit 7.

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

5 **III.**

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

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

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

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

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

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

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

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

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

3 [Emphasis added.]

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

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

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

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

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

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

19 (2) A reasonable attorney's fee for the proceeding,
20 unless the court finds that the responsible parent would experience an
undue hardship if required to pay such amounts. *Interest continues to
accrue on the amount ordered until it is paid, and additional attorney's
fees must be allowed if required for collection.*

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

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

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

6
7 **IV.**

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

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

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

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

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

3
4 1. When there is no express contract in writing fixing a different rate of
5 interest, interest must be allowed at a rate equal to the prime rate at the
6 largest bank in Nevada, as ascertained by the Commissioner of Financial
7 Institutions, on January 1 or July 1, as the case may be, immediately
8 preceding the date of the transaction, plus 2 percent, upon all money from
9 the time it becomes due, in the following cases:

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

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

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

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

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

19 Here, Bart and Bonnie entered into a settlement. The Decree is subject to general
20 principles of contract law. The parties did not expressly fix an interest rate. The current
21 prime interest rate is 4.50%. A 6.50% interest rate applies to Bart's nonpayment. The
22 interest due is \$1,867.09. The total amount, including interest, is \$11,867.09. Bonnie
23 requests that the enter its judgment in favor of Bonnie and against Bart in that amount, and
24 that it includes in that judgment the payment of legal interest from the date of the filing of
25 this Motion. The court should also include the legal interest rate in calculating Bart's non-
26 payment of Bonnie's portion of the bonuses. That figure, once determined, will be
27 supplemented.
28

V.

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

EDCR 7.60(b) states in pertinent part:

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

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

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

Here, Bart's failures to pay are willful. Bart is a successful businessman. Upon information and belief Bart receives a significant salary including yearly bonuses. There is no legitimate excuse for Bart's nonpayment. He continues to live the same lifestyle he lived during the parties' marriage. He continues to reside in a nice home, purchase discretionary items, take vacations, etc. The Court should enter its order sanctioning Bart for his nonpayment of child support, alimony, and attorney's fees due under the Court's decree.

As a result of Bart's noncompliance, he has unnecessarily multiplied the proceedings in this matter by failing to comply with the Court's orders. Bonnie has attempted to minimize the fees related to this matter by giving Bart more than ample opportunity to comply with these orders and by postponing the filing of this Motion. The Court should sanction Bart due to his continued, and repeated violations of the Court's orders.

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

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

12 VI.
13

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

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

21 NRS 125.150(8) states in relevant part –

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

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

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

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

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

11 VII.

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

15 NRS 125B.145(1) reads:

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

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

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

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

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

4 **VIII.**

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

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

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

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

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

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

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

11 IX.

12 CONCLUSION

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

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

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

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

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

28

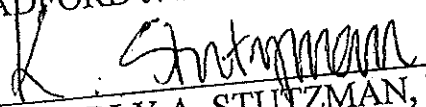
7 Plaintiff submits that she will update this number as needed.

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

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

5 DATED this 1st day of May 2019.

6 RADFORD J. SMITH, CHARTERED

7 
8 _____
9 KIMBERLY A. STUTZMAN, ESQ.

10 Nevada Bar No. 014085

11 2470 St. Rose Parkway, Suite 206

12 Henderson, Nevada 89074

13 *Attorneys for Defendant*
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DECLARATION OF BONNIE MAHONEY

COUNTY OF CLARK)
STATE OF NEVADA) ss:

BONNIE MAHONEY, declares and says:

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

FURTHER AFFIANT SAYETH NAUGHT.


BONNIE MAHONEY

DATE: 5/3/19

MOFI

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

BARTHOLOMEW M. MAHONEY,

Plaintiff/Petitioner,

vs.

BONNIE M. MAHONEY,

Defendant/Respondent.

CASE NO.: D-13-477883-D

DEPT. NO.: B

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

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

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

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

-OR-

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

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

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

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

☐ Other Excluded Motion (must specify) _____.

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

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

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

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

-OR-

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

-OR-

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

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

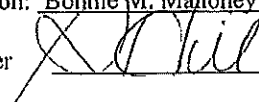
The total filing fee for the motion/opposition I am filing with this form is:

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

Party filing Motion/Opposition: Bonnie M. Mahoney

Date: May 7, 2019

Signature of Party or Preparer



Steven D. Grierson

1 **SCHD**

2 RADFORD J. SMITH, CHARTERED

3 KIMBERLY A. MEDINA, ESQ.

4 Nevada State Bar No. 014085

5 2470 St. Rose Parkway Suite 206

6 Henderson, Nevada 89014

7 Telephone: (702) 990-6448

8 Facsimile: (702) 990-6456

9 kmedina@radfordsmith.com

10 Attorneys for Defendant

**DISTRICT COURT
CLARK COUNTY, NEVADA**

11 BARTHOLOMEW M. MAHONEY, JR.,

12 Plaintiff,

13 vs.

14 BONNIE M. MAHONEY,

15 Defendant.

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

FAMILY DIVISION

SCHEDULE OF ARREARAGES

DATE OF HEARING:
TIME OF HEARING:

21 STATE OF NEVADA)
22) ss.
23 COUNTY OF CLARK)

24 BONNIE M. MAHONEY, being first duly sworn, deposes and says:

25 1. I am the Defendant in the above-entitled matter.
26
27
28

1 2. I am owed and entitled to receive certain periodic monthly payments from
2 Plaintiff, BARTHOLOMEW M. MAHONEY, JR. ("Bart") pursuant to the stipulated
3 Decree of Divorce ("Decree") filed on February 3, 2016.

4 3. BARTHOLOMEW M. MAHONEY, JR. has failed to make all of those
5 payments when due.
6

7 4. The Schedule for Child Support, Spousal Support, and Attorney Fees Arrears
8 attached hereto as Exhibit "A" is a true and accurate statement of all payment due dates
9 and payments received during the months noted along with the interest and penalties. Bart.
10 is in support arrears of \$41,390.77. Bart is also in arrears for attorney fees and costs in the
11 amount of \$11,867.09.
12

13 5. Per the Decree, any unreimbursed health-related expenses will be divided
14 equally between the parties per the Court's 30/30 Rule. See Decree, page 6, line 9. Bonnie
15 has timely provided Bart with the receipts for the children's unreimbursed medical
16 expenses, but he failed to dispute or pay the expenses.
17

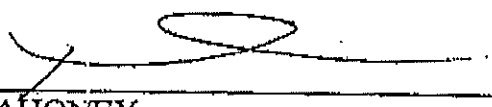
18 6. I request that the combined support arrears, attorney fees and insurance
19 premium arrears of \$53,257.86 be reduced to judgment collectable by any and all legal
20 means.
21

22 ...
23

24 ...
25

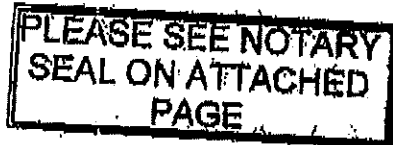
26 ...
27

1 7. I declare under penalties of perjury that the foregoing is true and correct.
2
3 FURTHER AFFIANT SAYETH NAUGHT.

4
5
6 
BONNIE MAHONEY

7 Subscribed and Sworn to before me
8 this 3 day of May 2019.

9
10
11 Notary Public In and For
12 Said County and State

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THEUPSTORE

05/03/2019 14:16 6263040352

California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

s.s.

Subscribed and sworn to (or affirmed) before me on this 3 day of May Month20 19, by Bonnie Mahoney and

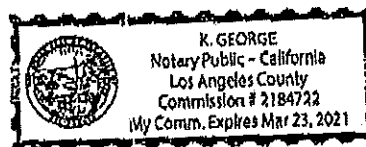
Name of Signer (1)

N/A, proved to me on the basis of

Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

K. George
Signature of Notary Public



For other required information (Notary Name, Commission No. etc.)

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled for the purpose of

Motion to Reduce Arreages
Interest and Penalties to
Judgment to Modify Alimony to
Review Child Support

containing _____ pages, and dated _____

Additional Information**Method of Affiant Identification**

Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # 28 Entry # 110

Notary contact _____

Other _____

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

EXHIBIT “A”

[illegible]

April, 2018	\$ 4,850.00	\$ 4,400.00	\$ 450.00	6.50	0.00542	\$ 25,380.00	\$ 137.48	0.008333	\$ 211.49
May, 2018	\$ 4,850.00	\$ 4,000.00	\$ 850.00	6.50	0.00542	\$ 26,230.00	\$ 142.08	0.008333	\$ 218.57
June, 2018	\$ 4,850.00	\$ 5,350.00	\$ (500.00)	6.50	0.00542	\$ 25,730.00	\$ 139.37	0.008333	\$ 214.48
July, 2018	\$ 4,850.00	\$ 5,500.00	\$ (650.00)	7.00	0.00583	\$ 25,080.00	\$ 146.30	0.008333	\$ 208.98
August, 2018	\$ 4,850.00	\$ 8,000.00	\$ (3,150.00)	7.00	0.00583	\$ 21,930.00	\$ 127.93	0.008333	\$ 182.74
September, 2018	\$ 4,850.00	\$ 4,900.00	\$ (2,000.00)	7.00	0.00583	\$ 19,880.00	\$ 115.97	0.008333	\$ 189.41
October, 2018	\$ 4,850.00	\$ 6,850.00	\$ 2,850.00	7.00	0.00583	\$ 22,730.00	\$ 132.59	0.008333	\$ 196.49
November, 2018	\$ 4,850.00	\$ 2,000.00	\$ 2,850.00	7.50	0.00625	\$ 23,580.00	\$ 147.38	0.008333	\$ 203.58
December, 2018	\$ 4,850.00	\$ 4,850.00	\$ 850.00	7.50	0.00625	\$ 24,430.00	\$ 152.69	0.008333	\$ 214.82
January, 2019	\$ 4,850.00	\$ 4,000.00	\$ 850.00	7.50	0.00625	\$ 25,780.00	\$ 161.13	0.008333	\$ 238.57
February, 2019	\$ 4,850.00	\$ 3,500.00	\$ 1,350.00	7.50	0.00625	\$ 28,630.00	\$ 178.94	0.008333	\$ 238.57
March, 2019	\$ 4,850.00	\$ 2,000.00	\$ 2,850.00						
April, 2019						\$ 28,630.00	\$ 4,903.42		\$ 7,857.35
TOTALS	\$ 213,400.00	\$ 184,770.00	\$ 28,630.00						28,630.00
						Total Accrued Arrearage through April, 2019:	\$ 4,903.42		4,903.42
						Total Accrued Interest through April, 2019:	\$ 7,857.35		7,857.35
						Total Accrued Penalties Through April, 2019:	\$ 41,390.77		41,390.77
						TOTAL SUM DUE:	\$		
Attorney Fees	\$ 11,867.09								
Support	\$ 41,390.77								
TOTAL	\$ 53,257.86								

Mahoney adv. Mahoney

D-13-477883-D

Dept B

Attorney Fees \$10,000 owed, due \$550 per month until paid in full. Approx. 19 payments.

Date Due	Amount Due	Payment	Monthly Arrearage	Annual Legal Interest Rate (percent)	Monthly Interest Rate as Factor	Accrued Arrearage	Monthly Interest
1 September, 2015	\$ 555.00	-	\$ 555.00	5.25	0.00438	\$ 555.00	\$ 2.43
2 October, 2015	\$ 555.00	-	\$ 555.00	5.25	0.00438	\$ 1,110.00	\$ 4.86
3 November, 2015	\$ 555.00	-	\$ 555.00	5.25	0.00438	\$ 1,665.00	\$ 7.28
4 December, 2015	\$ 555.00	-	\$ 555.00	5.25	0.00438	\$ 2,220.00	\$ 9.71
5 January, 2016	\$ 555.00	-	\$ 555.00	5.50	0.00458	\$ 2,775.00	\$ 12.72
6 February, 2016	\$ 555.00	-	\$ 555.00	5.50	0.00458	\$ 3,330.00	\$ 15.26
7 March, 2016	\$ 555.00	-	\$ 555.00	5.50	0.00458	\$ 3,885.00	\$ 17.81
8 April, 2016	\$ 555.00	-	\$ 555.00	5.50	0.00458	\$ 4,440.00	\$ 20.35
9 May, 2016	\$ 555.00	-	\$ 555.00	5.50	0.00458	\$ 4,995.00	\$ 22.89
10 June, 2016	\$ 555.00	-	\$ 555.00	5.50	0.00458	\$ 5,550.00	\$ 25.44
11 July, 2016	\$ 555.00	-	\$ 555.00	5.50	0.00458	\$ 6,105.00	\$ 27.98
12 August, 2016	\$ 555.00	-	\$ 555.00	5.50	0.00458	\$ 6,660.00	\$ 30.53
13 September, 2016	\$ 555.00	-	\$ 555.00	5.50	0.00458	\$ 7,215.00	\$ 33.07
14 October, 2016	\$ 555.00	-	\$ 555.00	5.50	0.00458	\$ 7,770.00	\$ 35.61
15 November, 2016	\$ 555.00	-	\$ 555.00	5.50	0.00458	\$ 8,325.00	\$ 38.16
16 December, 2016	\$ 555.00	-	\$ 555.00	5.50	0.00458	\$ 8,880.00	\$ 40.70
17 January, 2017	\$ 555.00	-	\$ 555.00	5.75	0.00479	\$ 9,435.00	\$ 45.21
18 February, 2017	\$ 565.00	-	\$ 565.00	5.75	0.00479	\$ 10,000.00	\$ 47.92
19 March, 2017	\$ 10,000.00	-	\$ 10,000.00	5.75	0.00479	\$ 10,000.00	\$ 47.92
20 April, 2017	\$ 10,000.00	-	\$ 10,000.00	5.75	0.00479	\$ 10,000.00	\$ 47.92
21 May, 2017	\$ 10,000.00	-	\$ 10,000.00	5.75	0.00479	\$ 10,000.00	\$ 47.92
22 June, 2017	\$ 10,000.00	-	\$ 10,000.00	5.75	0.00479	\$ 10,000.00	\$ 47.92
23 July, 2017	\$ 10,000.00	-	\$ 10,000.00	6.25	0.00521	\$ 10,000.00	\$ 52.08
24 August, 2017	\$ 10,000.00	-	\$ 10,000.00	6.25	0.00521	\$ 10,000.00	\$ 52.08

AA000042

25	September, 2017	\$ 10,000.00	\$ -	\$ 10,000.00	6.25	0.00521	\$ 10,000.00	\$ 52.08
26	October, 2017	\$ 10,000.00	\$ -	\$ 10,000.00	6.25	0.00521	\$ 10,000.00	\$ 52.08
27	November, 2017	\$ 10,000.00	\$ -	\$ 10,000.00	6.25	0.00521	\$ 10,000.00	\$ 52.08
28	December, 2017	\$ 10,000.00	\$ -	\$ 10,000.00	6.25	0.00521	\$ 10,000.00	\$ 52.08
29	January, 2018	\$ 10,000.00	\$ -	\$ 10,000.00	6.50	0.00542	\$ 10,000.00	\$ 54.17
30	February, 2018	\$ 10,000.00	\$ -	\$ 10,000.00	6.50	0.00542	\$ 10,000.00	\$ 54.17
31	March, 2018	\$ 10,000.00	\$ -	\$ 10,000.00	6.50	0.00542	\$ 10,000.00	\$ 54.17
32	April, 2018	\$ 10,000.00	\$ -	\$ 10,000.00	6.50	0.00542	\$ 10,000.00	\$ 54.17
33	May, 2018	\$ 10,000.00	\$ -	\$ 10,000.00	6.50	0.00542	\$ 10,000.00	\$ 54.17
34	June, 2018	\$ 10,000.00	\$ -	\$ 10,000.00	6.50	0.00542	\$ 10,000.00	\$ 54.17
35	July, 2018	\$ 10,000.00	\$ -	\$ 10,000.00	7.00	0.00583	\$ 10,000.00	\$ 58.33
36	August, 2018	\$ 10,000.00	\$ -	\$ 10,000.00	7.00	0.00583	\$ 10,000.00	\$ 58.33
37	September, 2018	\$ 10,000.00	\$ -	\$ 10,000.00	7.00	0.00583	\$ 10,000.00	\$ 58.33
38	October, 2018	\$ 10,000.00	\$ -	\$ 10,000.00	7.00	0.00583	\$ 10,000.00	\$ 58.33
39	November, 2018	\$ 10,000.00	\$ -	\$ 10,000.00	7.00	0.00583	\$ 10,000.00	\$ 58.33
40	December, 2018	\$ 10,000.00	\$ -	\$ 10,000.00	7.00	0.00583	\$ 10,000.00	\$ 58.33
41	January, 2019	\$ 10,000.00	\$ -	\$ 10,000.00	7.50	0.00625	\$ 10,000.00	\$ 62.50
42	February, 2019	\$ 10,000.00	\$ -	\$ 10,000.00	7.50	0.00625	\$ 10,000.00	\$ 62.50
43	March, 2019	\$ 10,000.00	\$ -	\$ 10,000.00	7.50	0.00625	\$ 10,000.00	\$ 62.50
44	April, 2019	\$ 10,000.00	\$ -	\$ 10,000.00	7.50	0.00625	\$ 10,000.00	\$ 62.50
45								
46								
47								
48								
	TOTALS	\$ 10,000.00	\$ -	\$ 10,000.00			\$ 10,000.00	\$ 1,867.09
					Total Accrued Arrearage through April 2019:			\$ 10,000.00
					Total Accrued Interest through April 2019:			\$ 1,867.09
					TOTAL SUM DUE:			\$ 11,867.09

FDF

Name: Radford J. Smith, Esq.
Address: 2470 St. Rose Pkwy., #206
Henderson, Nevada 89074
Phone: (702) 990-6448
Email: rsmith@radfordsmith.com
Attorney for Defendant
Nevada State Bar No. 002791

Eighth Judicial District Court
Clark County , Nevada

<u>Bartholomew M. Mahoney, Jr.</u> Plaintiff, vs. <u>Bonnie M. Mahoney</u> Defendant.	Case No. <u>D-13-47783-D</u> Dept. <u>B</u>
---	--

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (*first, middle, last*) Bonnie Mary Mahoney
2. How old are you? 47
3. What is your date of birth? 11-18-1971
4. What is your highest level of education? College Degree

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)

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: Drago Culinary Date of Hire: 10-18-2017 Date of Termination: 12-31-2018
Reason for Leaving: Mental Health

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending _____ my gross year to date pay is _____.

B. Determine your Gross Monthly Income.

Hourly Wage

	×		=	\$0.00	×	52	=	\$0.00	÷	12	=	\$0.00
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

	÷	12	=	\$0.00
Annual Income		Months		Gross Monthly 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:			
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support	Bi-monthly	\$36,021.00	\$2,668.42
Child Support	Bi-monthly	\$26,184.00	\$2,182.00
Workman's Compensation			
Other:			
Total Average Other Income Received			\$4,850.42 *
Total Average Gross Monthly Income (add totals from B and C above)			\$4,850.42

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	
4.	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	0.00
5.	Life, Disability, or Other Insurance Premiums	
6.	Medicare	
7.	Retirement, Pension, IRA, or 401(k)	
8.	Savings	
9.	Social Security	
10.	Union Dues	
11.	Other: (Type of Deduction)	
Total Monthly Deductions (Lines 1-11)		0.00

Business/Self-Employment Income & Expense Schedule

A. Business Income:

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

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			
Pension and profit-sharing plans			
Repairs and maintenance			
Supplies			
Taxes and licenses (include est. tax payments)			
Utilities			
Other:			
Total Average Business Expenses			0.00

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	347.00	✓		
Car Loan/Lease Payment	1,175.00	✓		
Cell Phone	380.00	✓		
Child Support (not deducted from pay)				
Clothing, Shoes, Etc...	100.00	✓		
Credit Card Payments (minimum due)	400.00	✓		
Dry Cleaning	40.00	✓		
Electric	220.00	✓		
Food (groceries & restaurants)	850.00	✓		
Fuel	150.00	✓		
Gas (for home)				
Health Insurance (not deducted from pay)				
HOA				
Home Insurance (if not included in mortgage)				
Home Phone				
Internet/Cable	60.00	✓		
Lawn Care				
Membership Fees	150.00	✓		
Mortgage/Rent/Lease	3,000.00	✓		
Pest Control				
Pets	100.00	✓		
Pool Service				
Property Taxes (if not included in mortgage)				
Security				
Sewer				
Student Loans				
Unreimbursed Medical Expense				
Water	80.00	✓		
Other: Loans	650.00	✓		
Total Monthly Expenses	7,702.00			

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 st	Brigitte C. Mahoney	10-29-01	Mom	Yes	No
2 nd	Sophia J. Mahoney	06-12-04	Mom	Yes	No
3 rd					
4 th					

- 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 st Child	2 nd Child	3 rd Child	4 th Child
Cellular Phone	124.00	124.00		
Child Care				
Clothing	80.00	80.00		
Education	50.00	1,740.00		
Entertainment	80.00	80.00		
Extracurricular & Sports	40.00	40.00		
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses	200.00			
Vehicle				
Other:				
Total Monthly Expenses	574.00	2,064.00	0.00	0.00

- 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.	2013 Jaguar XF	\$ 29,000.00	-	\$ 21,456.00	=	\$ 7,544.00	Self
2.	2018 VW Beetle	\$ 27,000.00	-	\$ 29,140.00	=	\$ -2,140.00	Self
3.		\$	-	\$	=	\$ 0.00	
4.		\$	-	\$	=	\$ 0.00	
5.		\$	-	\$	=	\$ 0.00	
6.		\$	-	\$	=	\$ 0.00	
7.		\$	-	\$	=	\$ 0.00	
8.		\$	-	\$	=	\$ 0.00	
9.		\$	-	\$	=	\$ 0.00	
10.		\$	-	\$	=	\$ 0.00	
11.		\$	-	\$	=	\$ 0.00	
12.		\$	-	\$	=	\$ 0.00	
13.		\$	-	\$	=	\$ 0.00	
14.		\$	-	\$	=	\$ 0.00	
15.		\$	-	\$	=	\$ 0.00	
Total Value of Assets (add lines 1-15)		\$ 56,000.00	-	\$ 50,596.00	=	\$ 5,404.00	

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.	Capital One	\$ 1,782.00	Self
2.	Lending Club	\$ 6,261.00	Self
3.	Macy's	\$ 1,498.00	Self
4.	Nordstrom	\$ 5,019.00	Self
5.	Neiman Marcus	\$ 800.00	Self
6.		\$	
Total Unsecured Debt (add lines 1-6)		\$ 15,360.00	

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 \$ 5,000.00 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.

☒ 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 _____

Date 5/3/17

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**DISTRICT COURT
CLARK COUNTY, NEVADA

Electronically Filed
5/9/2019 10:32 AM
Steven D. Grierson
CLERK OF THE COURT



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

Case No.: D-13-477883-D
Department S

NOTICE OF HEARING

Please be advised that the Defendant's Motion to Reduce Arrearages, Interest, and Penalties to Judgment; to Modify Alimony; to Review Child Support, for Sanctions and Attorney's Fees and Costs in the above-entitled matter is set for hearing as follows:

Date: June 12, 2019
Time: 10:00 AM
Location: Courtroom 07
Family Courts and Services Center
601 N. Pecos Road
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

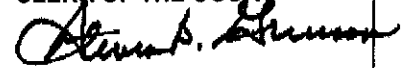
STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Cecilia Dixon
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Cecilia Dixon
Deputy Clerk of the Court



1 CSERV
2 RADFORD J. SMITH, CHARTERED
3 KIMBERLY A. MEDINA, ESQ.
4 Nevada State Bar No. 014085
5 2470 St. Rose Parkway Suite 206
6 Henderson, Nevada 89014
7 Telephone: (702) 990-6448
8 Facsimile: (702) 990-6456
9 kmedina@radfordsmith.com
10 *Attorneys for Defendant*

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

BARTHOLOMEW M. MAHONEY, JR.,

Plaintiff,

vs.

BONNIE M. MAHONEY,

Defendant.

CASE NO.: D-13-477883-D

DEPT NO.: S

FAMILY DIVISION

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm").
I am over the age of 18 and not a party to the within action. I am "readily familiar" with
firm's practice of collection and processing correspondence for mailing. Under the Firm's
practice, mail is to be deposited with the U.S. Postal Service on the same day as stated
below, with postage thereon fully prepaid.

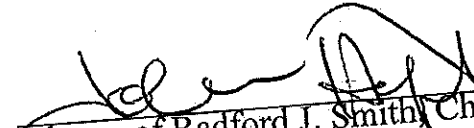
I served the foregoing document described as "MOTION TO REDUCE
ARREARAGES, INTEREST, AND PENALTIES TO JUDGMENT; TO MODIFY

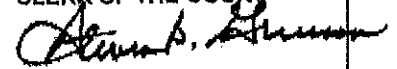
1 ALIMONY; TO REVIEW CHILD SUPPORT, FOR SANCTIONS AND ATTORNEY'S
2 FEES AND COSTS; GENERAL FINANCIAL DISCLOSURE FORM; SCHEDULE OF
3 ARREARAGES and NOTICE OF HEARING" on this 9 day of May, 2019, to all
4 interested parties as follows:
5



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

9 Bartholomew M. Mahoney
10 4795 Frankfurt Court
11 Las Vegas, Nevada 89147
12 Plaintiff in Proper Person

13
14 
15 An Employee of Radford J. Smith Chartered
16
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1 MOT

2 RADFORD J. SMITH, CHARTERED

3 KIMBERLY A. STUTZMAN, ESQ.

4 Nevada State Bar No. 014085

5 2470 St. Rose Parkway Suite 206

6 Henderson, Nevada 89014

7 Telephone: (702) 990-6448

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9 kstutzman@radfordsmith.com

10 Attorneys for Defendant

11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 BARTHOLOMEW M. MAHONEY, JR.,

14 Plaintiff,

15 vs.

16 BONNIE M. MAHONEY,

17 Defendant.

CASE NO.: D-13-477883-D

DEPT NO.: S

FAMILY DIVISION

ORAL ARGUMENT: Yes

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

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

28 Date of Hearing:

Time of Hearing:

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

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

8
9 2. For an Order sanctioning Plaintiff pursuant to EDCR 7.60 for his failure to
10 abide by the Court's Orders;

11
12 3. For a review and modification of Child Support pursuant to NRS 125B.145;

13
14 4. For a review, modification, and extension of Alimony pursuant to NRS
15 125.150(8);

16
17 5. For an Order directing Defendant to pay Bonnie's reasonable attorney fees
18 and costs; and

19 6. For such other and further relief as to the Court may find proper.
20
21 ...
22 ...
23 ...
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27 ...

28

¹ Plaintiff submits that she will update this number as needed.

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

4 Dated this 17 day of May 2019.

5
6 RADFORD J. SMITH, CHARTERED

7 K. Stutzman
8 KIMBERLY A. STUTZMAN, ESQ.

9 Nevada State Bar No. 014085
10 2470 St. Rose Parkway, Suite 206

11 Henderson, Nevada 89074

12 Telephone: (702) 990-6448

13 *Attorneys for Plaintiff*

14 I.

15 INTRODUCTION

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

22
23 Bonnie has attempted to resolve these issues with Bart pursuant to EDCR 5.501.
24 Bart, however, refuses to comply with the parties' Decree. Moreover, at the end of 2018,
25 Bonnie lost her job. Though Bonnie is actively seeking alternative employment, she is

26
27
28 ² When Bart sends Bonnie funds, it is in one transfer. The funds are usually not the full amount. Moreover,
it is not clear which funds are alimony or child support.

1 dependent on Bart's child support and alimony to provide for their children, BRIGITTE
2 MAHONEY, born October 29, 2001 (age 17), and SOPHIA MAHONEY, born June 12,
3 2004 (age 14).
4

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

10 As a result, Bonnie seeks an order reducing Bart's unpaid obligations to judgment.
11 Bonnie further seeks to review and modify child support and alimony. Finally, Bonnie
12 seeks an award of reasonable attorney's fees and costs, and sanctions against Bart for
13 having to file this motion to force his compliance with the parties' Decree and the court's
14 orders.
15
16
17

18 II.

19 STATEMENT OF FACTS

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

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

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

4
5 Pursuant to the parties' Decree, they share joint legal custody. Bonnie was granted
6 primary physical custody of the minor children subject to Bart specific visitations. The
7 parties also agreed that Bonnie could relocate to California with the children. They have
8 lived in California since the parties' divorce. Bonnie currently lives in Pasadena,
9 California.
10

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

12
13 The Decree obligates Bart to pay Bonnie child support in the amount of \$1,091 per
14 child per month, for a total of \$2,182 per month. *See* Decree of Divorce, page 5, line 8.
15 One-half of the total amount of child support is due on the 5th of each month, and the
16 remaining half is due by the 25th of each month. *See* Decree, page 5, line 10.
17

18
19 The Decree also obligates Bart to pay Bonnie spousal support in the amount of
20 \$2,668 per month for four (4) years beginning September 1, 2015. *See* Decree, page 6, line
21 26. One-half of the total amount of child support is due on the 5th of each month, and the
22 remaining half is due by the 25th of each month. *See* Decree, beginning page 6, line 28.
23

24
25 Bart has not timely or fully paid his obligations to Bonnie. Rather than pay the total
26 amount due prior to the 5th and 25th of each month, Bart pays Bonnie sporadically. Bonnie,
27
28

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

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

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

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

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

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

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

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

20
21 Moreover, the Decree orders Bart to pay Bonnie her portion of his bonuses each
22 year. He has failed to do so.
23

24 The Decree states in relevant part –
25

26
27 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Dad
28 receives bonuses annually and it is agreed that Dad shall pay Mom twenty-

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

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

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

16
17
18 **4. Bonnie's Request to extend the time for receipt of alimony should be granted**

19 As discussed above, Bart's payments are untimely and sporadic. Until 2018, Bonnie
20 was able to get by on her income, the little support received, and credit cards.
21 Unfortunately, Bonnie's position was eliminated because the company's overhead was too
22 high and her former employer, Drago Culinary, is in the middle of an ongoing litigation
23 with Petersen Automotive Museum. As a result, the company is consistently losing money
24 and had to eliminate her position. Upon information and belief, her position, special events
25 and marketing, is being outsourced to Italy.
26
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1 Bonnie has a Bachelor of Arts degree from the University of Nevada, Las Vegas, but
2 Bonnie has been unable to find replacement employment. One of the issues with her
3 resume is the amount of time between positions, from 2000-2016⁴, as a result of her time
4 staying home with the children as a housemaker. Because she was not at her last position
5 for a long enough period (approximately 1 year), her resume is still lacks sufficient
6 experience for most employers. As a result, she is still unemployed, but she is actively
7 searching for new employment. See Defendant's list of Job Applications, filed as Exhibit
8 "2."
9

10
11
12 Had Bonnie been receiving the correct support since 2016, she believes that she
13 would have been able to have a small savings account, retirement, and substantially less
14 debt. Bonnie previously earned on average about \$4,458 gross per month⁵. Nevertheless,
15 without Bart's support, Bonnie's accounts are consistently overdrawn. She currently faces
16 eviction because she is three months behind on rent. The children's tuitions have not been
17 paid, and she has outstanding credit card debt. She has also borrowed \$20,000 in the last
18 few months to stay current. See Zelle Transfers between the parties, filed as exhibit "3."
19
20
21

22 On the other hand, Bart currently works for Golden Entertainment as the new Vice
23 President of Food and Beverage. See News article, filed as Exhibit "5", dated June 30,
24 2018. Prior to Golden Entertainment, Bart worked for Wynn Las Vegas. See Bart
25

26
27 ⁴ During this time, Bonnie volunteered, but she was not employed.

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

1 Mahoney's LinkedIn, filed as Exhibit "6." He has also worked for the MGM Grand,
2 Bellagio, and Aria. Bart was previously the Vice President for Steve Wynn Encore and
3 Wynn properties for more than 2 years. Bart, however, was very secretive about the
4 parties' assets, even during the original divorce matter. Bart's deception continues. Though
5 he has a lucrative position, Bart continues to claim poverty. See Email exchanges between
6 the parties. Upon information and belief, Bart earns more than \$150,000 per year and
7 receives substantial bonuses. Bonnie, however, cannot put of litigation any longer. She
8 desperately needs Bart's assistance.
9
10
11

12 For these reasons, Bonnie requests that the court grant her motion to reduce the
13 unpaid arrears to judgment and her request to extend the alimony period of 2 years.
14

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

16 As discussed above, Bonnie is behind on her rent. Likewise, she is also behind on
17 the children's tuition. Bonnie ultimately has to withdraw Brigitte from Brigitte's private
18 school midway through the 2017-2018 school year. Brigitte is now homeschooled.
19

20 Bonnie also observes Brigitte to struggle with Bart's hostility as well as his almost
21 complete absence from Brigitte's life. When she was enrolled, Brigitte's private school
22 provided counseling for Brigitte to discuss her issues, but it only provided Brigitte with
23 minimal relief. Bonnie begged for Bart to attend therapy with Brigitte. She also provided
24 Bart with the names of multiple psychologists in their area who were willing to speak with
25 the family, but Bart never responded. See Exhibit 7.
26
27
28

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

5 III.

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

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

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

15 Bonnie's Schedule of Arrearages sets forth the interest and penalties that have accrued on
16 Bart's child support obligation.
17

18 The court may enter an order reducing any support arrearages to judgment. NRS
19 125.180 states as follows -
20

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

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

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

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

3 [Emphasis added.]

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

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

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

13 ...
14 2. Except as otherwise provided in subsection 3 and NRS 125B.012,
15 125B.142 and 125B.144:

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

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

19 (2) A reasonable attorney's fee for the proceeding,
20 unless the court finds that the responsible parent would experience an
21 undue hardship if required to pay such amounts. *Interest continues to*
22 *accrue on the amount ordered until it is paid, and additional attorney's*
23 *fees must be allowed if required for collection.*

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

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

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

6
7 IV.

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

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

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

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

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

3
4 1. When there is no express contract in writing fixing a different rate of
5 interest, interest must be allowed at a rate equal to the prime rate at the
6 largest bank in Nevada, as ascertained by the Commissioner of Financial
7 Institutions, on January 1 or July 1, as the case may be, immediately
8 preceding the date of the transaction, plus 2 percent, upon all money from
9 the time it becomes due, in the following cases:

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

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

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

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

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

19 Here, Bart and Bonnie entered into a settlement. The Decree is subject to general
20 principles of contract law. The parties did not expressly fix an interest rate. The current
21 prime interest rate is 4.50%. A 6.50% interest rate applies to Bart's nonpayment. The
22 interest due is \$1,867.09. The total amount, including interest, is \$11,867.09. Bonnie
23 requests that the enter its judgment in favor of Bonnie and against Bart in that amount, and
24 that it includes in that judgment the payment of legal interest from the date of the filing of
25 this Motion. The court should also include the legal interest rate in calculating Bart's non-
26 payment of Bonnie's portion of the bonuses. That figure, once determined, will be
27 supplemented.
28

1 V.

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

4 EDCR 7.60(b) states in pertinent part:

5
6 (b) The court may, after notice and an opportunity to be heard, impose upon
7 an attorney or a party any and all sanctions which may, under the facts of the
8 case, be reasonable, including the imposition of fines, costs or attorney's
9 fees when an attorney or a party without just cause:

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

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

13 Here, Bart's failures to pay are willful. Bart is a successful businessman. Upon
14 information and belief Bart receives a significant salary including yearly bonuses. There is
15 no legitimate excuse for Bart's nonpayment. He continues to live the same lifestyle he
16 lived during the parties' marriage. He continues to reside in a nice home, purchase
17 discretionary items, take vacations, etc. The Court should enter its order sanctioning Bart
18 for his nonpayment of child support, alimony, and attorney's fees due under the Court's
19 decree.
20
21
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23 As a result of Bart's noncompliance, he has unnecessarily multiplied the proceedings
24 in this matter by failing to comply with the Court's orders. Bonnie has attempted to
25 minimize the fees related to this matter by giving Bart more than ample opportunity to
26 comply with these orders and by postponing the filing of this Motion. The Court should
27 sanction Bart due to his continued, and repeated violations of the Court's orders.
28

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

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

12 VI.

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

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

21 NRS 125.150(8) states in relevant part --

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

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

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

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

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

11 VII.

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

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

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

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

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

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

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

3
4 VIII.

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

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

15
16 Moreover, the Eighth Judicial District Rules are also a basis for an award of fees and
17 a fine (a penalty above the amount of reasonable attorneys and costs) based upon Bart's
18 breach of the Court's Decree.
19

20
21 As stated above, EDCR 7.60 allows an order for attorney's fees when a party
22 multiplies the proceedings or "Fails or refuses to comply with any order of a judge of the
23 court." EDCR 7.60(b)(5).
24

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

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

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

11 IX.

12 CONCLUSION

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

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

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

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

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

28

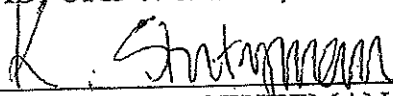
7 Plaintiff submits that she will update this number as needed.

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

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

5 DATED this 1st day of May 2019.

6
7 RADFORD J. SMITH, CHARTERED

8 
9 KIMBERLY A. STUTZMAN, ESQ.

10 Nevada Bar No. 014085
11 2470 St. Rose Parkway, Suite 206
12 Henderson, Nevada 89074
13 *Attorneys for Defendant*
14
15
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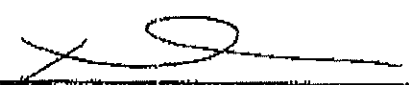
DECLARATION OF BONNIE MAHONEY

COUNTY OF CLARK)
STATE OF NEVADA) ss:

BONNIE MAHONEY, declares and says:

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

FURTHER AFFIANT SAYETH NAUGHT.


BONNIE MAHONEY

DATE: 5/3/19

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

BARTHOLOMEW M. MAHONEY,
Plaintiff/Petitioner,

vs.

BONNIE M. MAHONEY,
Defendant/Respondent.

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

MOTION/OPPOSITION
FEE INFORMATION SHEET

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

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

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

-OR-

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

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

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

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

☐ Other Excluded Motion (must specify) _____.

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

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

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

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

-OR-

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

-OR-

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

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

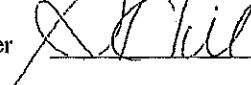
The total filing fee for the motion/opposition I am filing with this form is:

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

Party filing Motion/Opposition: Bonnie M. Mahoney

Date: May 7, 2019

Signature of Party or Preparer





1 SCHD

2 RADFORD J. SMITH, CHARTERED

3 KIMBERLY A. MEDINA, ESQ.

4 Nevada State Bar No. 014085

5 2470 St. Rose Parkway Suite 206

6 Henderson, Nevada 89014

7 Telephone: (702) 990-6448

8 Facsimile: (702) 990-6456

9 kmedina@radfordsmith.com

10 Attorneys for Defendant

11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 BARTHOLOMEW M. MAHONEY, JR.,

14 Plaintiff,

15 vs.

16 BONNIE M. MAHONEY,

17 Defendant.

CASE NO.: D-13-477883-D

DEPT NO.: S

FAMILY DIVISION

18 SCHEDULE OF ARREARAGES

19 DATE OF HEARING:

20 TIME OF HEARING:

21 STATE OF NEVADA)

22) ss.

23 COUNTY OF CLARK)

24 BONNIE M. MAHONEY, being first duly sworn, deposes and says:

25 1. I am the Defendant in the above-entitled matter.

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

5 3. BARTHOLOMEW M. MAHONEY, JR. has failed to make all of those
6 payments when due.
7

8 4. The Schedule for Child Support, Spousal Support, and Attorney Fees Arrears
9 attached hereto as Exhibit "A" is a true and accurate statement of all payment due dates
10 and payments received during the months noted along with the interest and penalties. Bart.
11 is in support arrears of \$41,390.77. Bart is also in arrears for attorney fees and costs in the
12 amount of \$11,867.09.
13
14

15 5. Per the Decree, any unreimbursed health-related expenses will be divided
16 equally between the parties per the Court's 30/30 Rule. *See* Decree, page 6, line 9. Bonnie
17 has timely provided Bart with the receipts for the children's unreimbursed medical
18 expenses, but he failed to dispute or pay the expenses.
19
20

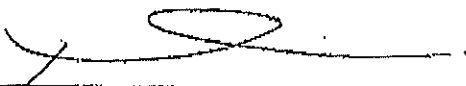
21 6. I request that the combined support arrears, attorney fees and insurance
22 premium arrears of \$53,257.86 be reduced to judgment collectable by any and all legal
23 means.
24

25 ...

26 ...

27 ...
28

1 7. I declare under penalties of perjury that the foregoing is true and correct.
2
3 FURTHER AFFLIANT SAYETH NAUGHT.

4
5 
6 BONNIE MAHONEY

7 Subscribed and Sworn to before me
8 this 3 day of May 2019.

9
10
11 Notary Public In and For
12 Said County and State _____
13
14
15
16
17
18
19
20
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26
27
28

PLEASE SEE NOTARY
SEAL ON ATTACHED
PAGE

California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

S.S.

Subscribed and sworn to (or affirmed) before me on this 3 day of May

20 19, by Bonnie Mahoney and

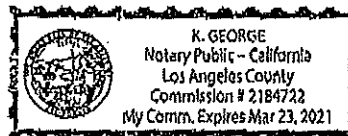
Name of Signer (1)

N/A, proved to me on the basis of

Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

K. George
Signature of Notary Public



For other required information (Notary Name, Commission No., etc.)

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

Motion to Reduce Arreages
interest and penalties to
Judgment to Modify Armony to
Review Child support

containing _____ pages, and dated _____

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # 28 Entry # 110

Notary contact _____

Other _____

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

EXHIBIT "A"

[illegible]

AA000082

Mahoney adv. Mahoney																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															</
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FDF

Name: Radford J. Smith, Esq.
Address: 2470 St. Rose Pkwy., #206
Henderson, Nevada 89074
Phone: (702) 990-6448
Email: rsmith@radfordsmith.com
Attorney for Defendant
Nevada State Bar No. 002791

Electronically Filed
5/9/2019 10:19 AM
Steven D. Grilerson
CLERK OF THE COURT



Eighth Judicial District Court
Clark County , Nevada

<u>Bartholomew M. Mahoney, Jr.</u> Plaintiff, vs. <u>Bonnie M. Mahoney</u> Defendant.	Case No. <u>D-13-47783-D</u> Dept. <u>B</u>
---	--

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

- What is your full name? (first, middle, last) Bonnie Mary Mahoney
- How old are you? 47
- What is your date of birth? 11-18-1971
- What is your highest level of education? College Degree

B. Employment Information:

- 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)

- 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: Drago Culinary Date of Hire: 10-18-2017 Date of Termination: 12-31-2018
Reason for Leaving: Mental Health

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending _____ my gross year to date pay is _____.

B. Determine your Gross Monthly Income.

Hourly Wage

	×		=	\$0.00	×	52	=	\$0.00	÷	12	=	\$0.00
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

	÷	12	=	\$0.00
Annual Income		Months		Gross Monthly 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:			
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support	Bi-monthly	\$36,021.00	\$2,668.42
Child Support	Bi-monthly	\$26,184.00	\$2,182.00
Workman's Compensation			
Other:			
Total Average Other Income Received			\$4,850.42 *

Total Average Gross Monthly Income (add totals from B and C above)	\$4,850.42
--	------------

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	
4.	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	0.00
5.	Life, Disability, or Other Insurance Premiums	
6.	Medicare	
7.	Retirement, Pension, IRA, or 401(k)	
8.	Savings	
9.	Social Security	
10.	Union Dues	
11.	Other: (Type of Deduction)	
Total Monthly Deductions (Lines 1-11)		0.00

Business/Self-Employment Income & Expense Schedule

A. Business Income:

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

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			
Pension and profit-sharing plans			
Repairs and maintenance			
Supplies			
Taxes and licenses (include est. tax payments)			
Utilities			
Other:			
Total Average Business Expenses			0.00

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	347.00	✓		
Car Loan/Lease Payment	1,175.00	✓		
Cell Phone	380.00	✓		
Child Support (not deducted from pay)				
Clothing, Shoes, Etc...	100.00	✓		
Credit Card Payments (minimum due)	400.00	✓		
Dry Cleaning	40.00	✓		
Electric	220.00	✓		
Food (groceries & restaurants)	850.00	✓		
Fuel	150.00	✓		
Gas (for home)				
Health Insurance (not deducted from pay)				
HOA				
Home Insurance (if not included in mortgage)				
Home Phone				
Internet/Cable	60.00	✓		
Lawn Care				
Membership Fees	150.00	✓		
Mortgage/Rent/Lease	3,000.00	✓		
Pest Control				
Pets	100.00	✓		
Pool Service				
Property Taxes (if not included in mortgage)				
Security				
Sewer				
Student Loans				
Unreimbursed Medical Expense				
Water	80.00	✓		
Other: Loans	650.00	✓		
Total Monthly Expenses	7,702.00			

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 st	Brigitte C. Mahoney	10-29-01	Mom	Yes	No
2 nd	Sophia J. Mahoney	06-12-04	Mom	Yes	No
3 rd					
4 th					

- 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 st Child	2 nd Child	3 rd Child	4 th Child
Cellular Phone	124.00	124.00		
Child Care				
Clothing	80.00	80.00		
Education	50.00	1,740.00		
Entertainment	80.00	80.00		
Extracurricular & Sports	40.00	40.00		
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses	200.00			
Vehicle				
Other:				
Total Monthly Expenses	574.00	2,064.00	0.00	0.00

- 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.	2013 Jaguar XF	\$29,000.00	-	\$21,456.00	=	\$7,544.00	Self
2.	2018 VW Beetle	\$27,000.00	-	\$29,140.00	=	\$-2,140.00	Self
3.		\$	-	\$	=	\$0.00	
4.		\$	-	\$	=	\$0.00	
5.		\$	-	\$	=	\$0.00	
6.		\$	-	\$	=	\$0.00	
7.		\$	-	\$	=	\$0.00	
8.		\$	-	\$	=	\$0.00	
9.		\$	-	\$	=	\$0.00	
10.		\$	-	\$	=	\$0.00	
11.		\$	-	\$	=	\$0.00	
12.		\$	-	\$	=	\$0.00	
13.		\$	-	\$	=	\$0.00	
14.		\$	-	\$	=	\$0.00	
15.		\$	-	\$	=	\$0.00	
Total Value of Assets (add lines 1-15)		\$56,000.00	-	\$50,596.00	=	\$5,404.00	

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.	Capital One	\$ 1,782.00	Self
2.	Lending Club	\$ 6,261.00	Self
3.	Macy's	\$ 1,498.00	Self
4.	Nordstrom	\$ 5,019.00	Self
5.	Neiman Marcus	\$ 800.00	Self
6.		\$	
Total Unsecured Debt (add lines 1-6)		\$ 15,360.00	

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 \$ 5,000.00 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.

☒ 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.

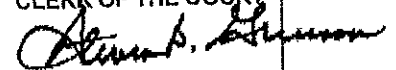
Signature _____

Date 5/3/17

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Electronically Filed
5/9/2019 10:32 AM
Steven D. Grierson
CLERK OF THE COURT



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

Case No.: D-13-477883-D
Department S

NOTICE OF HEARING

Please be advised that the Defendant's Motion to Reduce Arrearages, Interest, and Penalties to Judgment; to Modify Alimony; to Review Child Support, for Sanctions and Attorney's Fees and Costs in the above-entitled matter is set for hearing as follows:

Date: June 12, 2019

Time: 10:00 AM

Location: Courtroom 07
Family Courts and Services Center
601 N. Pecos Road
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Cecilia Dixon
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Cecilia Dixon
Deputy Clerk of the Court

Steven D. Grierson

EXHS

RADFORD J. SMITH, CHARTERED
KIMBERLY A. STUTZMAN, ESQ.
Nevada Bar No. 014085
2470 St. Rose Parkway, Ste. 206
Henderson, NV 89074
(702) 990-6448
kstutzman@radfordsmith.com
Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

BARTHOLOMEW M. MAHONEY, JR.,

Plaintiff,

vs.

BONNIE M. MAHONEY,

Defendant.

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

FAMILY DIVISION

DEFENDANT'S APPENDIX OF EXHIBITS TO HER MOTION

COMES NOW Defendant, BONNIE M. MAHONEY by and through her attorneys
Kimberly A. Stutzman, Esq. of the firm of Radford J. Smith, Chartered, pursuant to Rule

5.205 of the Rules Of Practice For The Eighth Judicial District Court Of The State Of Nevada and does hereby submit his separate Appendix of Exhibits.

Dated this 1st day of May 2019.

RADFORD J. SMITH, CHARTERED


KIMBERLY A. STUTZMAN, ESQ.

Nevada Bar No. 014085

2470 St. Rose Parkway, Suite 206

Henderson, NV 89074

Office No. (702) 990-6448

Fax No. (702) 990-6456

Attorneys for Plaintiff

TABLE OF CONTENTS

No.	Exhibit Title
1)	Examples of Communication between Bonnie to Bart
2)	Defendant's list of Job Applications
3)	Zelle Transfers between the parties
4)	Texts between parties
5)	News article
6)	Bart Mahoney's LinkedIn
7)	Texts between the parties, duplicate of Exhibit 4.

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of RADFORD J. SMITH, CHARTERED ("the Firm"). I am over the age of 18 and not a party to the within action. I am "readily familiar" with firm's practice of collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.

I served the foregoing document described as "DEFENDANT'S APPENDIX OF EXHIBITS TO MOTION" on this 9 day of May 2019 to all interested parties via the Eighth Judicial District Court's electronic filing system or as follows:

Bartholomew M. Mahoney
4795 Frankfurt Court
Las Vegas, Nevada 89147
Plaintiff in Proper Person

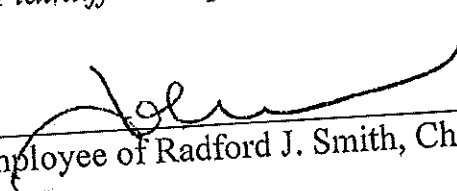

An Employee of Radford J. Smith, Chartered

EXHIBIT “1”

AA000096

Kim Medina

From: Bonnie Mahoney <mahoneyfamily4@aol.com>
Sent: Wednesday, February 06, 2019 4:05 PM
To: Kim Medina
Subject: Fwd: October visitation.

TimeMattersID: M04BEAA07952B136
TM Contact: Bonnie Mahoney
TM Matter No: D-13-477883-D
TM Matter Reference: Mahoney adv. Mahoney

Begin forwarded message:

From: Bonnie <mahoneyfamily4@aol.com>
Date: September 21, 2015 at 7:22:11 PM HST
To: Bart Mahoney <bmmmlv27@gmail.com>
Subject: Re: October visitation.

I believe the transportation dates are on the same documents which states you must pay me \$555 every month on the 15th for atty fees. You stated in your text today that you will review and get back to me - when you do review our agreement (will you please let me know when you will pay that since it is past due by 6 days today) please let me know what months we agreed on to provide transportation to Vegas.

Thank you

Sent from my iPhone

On Sep 21, 2015, at 8:35 PM, Bart Mahoney <bmmmlv27@gmail.com> wrote:

Just confirming. Will you be dropping them off?

Sent from my iPhone

On Sep 21, 2015, at 6:23 PM, Mahoney <mahoneyfamily4@aol.com> wrote:

Thank you for the notice. That weekend will work. They will have to come out Friday after school which ends at 2:50 pm

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

From: Bart Mahoney <bmmmlv27@gmail.com>
To: mahoneyfamily4 <mahoneyfamily4@aol.com>
Sent: Mon, Sep 21, 2015 11:34 am
Subject: October visitation.

I would respectfully request to see the girls on the weekend of October 24th

here in Las Vegas. Please confirm. Thank you.

Sent from my iPhone

To: Kim Medina <kmedina@radfordsmith.com>; Jolene Hoeft <jhoeft@radfordsmith.com>
Subject: Fwd: Brigittes ortho fees

Begin forwarded message:

From: Bonnie <mahoneyfamily4@aol.com>
Date: January 28, 2016 at 2:44:44 PM PST
To: Bart Mahoney <bmmhlv27@gmail.com>
Subject: Brigittes ortho fees

Having issues with my scanner. Attached are copies of the billing. \$400 initial deposit and \$200 every month is paid on the 20th. First payment began this month. Please pick either the 5th, 15th, or 25th scheduled payments to add the fees every month so I do not have to send monthly reminders, or call the orthodontist and give them your credit card #to pay your half.
Please reimburse me for the dues paid.

Thank you
Bonnie

Filters Used:
1 Tagged Record

Email Report

Form Format

Date Printed: 2/26/2019
Time Printed: 10:44AM
Printed By: KMEDINA

Date	2/06/2019	Time	4:04PM	4:04PM	Duration	0.00 (hours)	Code	Case Related
Subject	Fwd: Over due bills						Staff	Kimberly Medina
Client	Bonnie Mahoney						MatterRef	Mahoney adv. Mahoney
From	mahoneyfamily4@aol.com						MatterNo	D-13-477883-L
To	kmedina@radfordsmith.com							
CC To								
BCC To								
Reminders	(days before) Follow N Done N Notify N Hide N Trigger N Private N Status							
Custom1							Custom3	
Custom2							Custom4	

Begin forwarded message:

From: Bonnie <mahoneyfamily4@aol.com>
Date: February 29, 2016 at 6:30:56 AM HST
To: Bart Mahoney <bmm1v27@gmail.com>
Subject: Over due bills

Bart,

I have sent notice and bills to you over 2 months ago regarding Brigttes orthodontist payments. Currently you are over 60 days behind for \$300 (50% of initial deposit). You are 30 days past due for Jan payment \$100 (\$200 is withdrawn every month on the 20th) and Feb Payment of \$100.
Currently you owe \$500 and have received all proper notification regarding these dues, yet you neglect to pay. You are past your 30 days and if I do not receive the monies ASAP I will file with the courts.
Attached is a copy of the credit card collection. Please tell me when you will pay this debt.

Every attempt to collect from you in the past, you have told me that you will review your finances and get back to me and you do not. Moving forward, I require you to fulfill your court orders to pay.
If you do not respond, or pay wtlhn a timely manner I will file with the court by March 11, 2016.

Thank you,
Bonnie Mahoney

Thank you,
Bonnie Mahoney

On Jan 28, 2019, at 1:18 PM, Bonnie Mahoney <peacefulrays@gmail.com> wrote:

Good Afternoon Kim,

Thank you,
Bonnie Mahoney
(702) 355-7774

Begin forwarded message:

From: Bonnie Mahoney <mahoneyfamily4@aol.com>
Date: January 28, 2019 at 11:59:38 AM PST
To: Bart Mahoney <bmmlv27@gmail.com>
Subject: Re: Support is past due

Bart

You instructed that I only contact you through email, I obliged, yet you fail to acknowledge and communicate with me.

You chose to ignore all responsibilities and have stopped all communication with myself and your children.

I have repeatedly text and emailed you asking you to follow the divorce decree and provide timely payments, you continue to fail to do so.

As requested repeatedly, please pay the full amount of support owed. January you only paid \$4,000 - you owe \$2,425 every 5th and 25th of the month.

You fail to pay the full amount almost every month.

You have not submitted your W2s in regard to the bonuses.

You have not provided health insurance for the girls.

You have not completed Cope Classes to avoid the negative relationship you continue to have with your daughters.

You have not paid the IRS to prevent them from attempting to collect the debt from my wages.

You have not been a coparent in any way.

Please deposit all monies owed for the past 3 years.

I have the emails and texts in which you have "gifted" small amounts of money to our daughters into my bank account, in no way are you to admit that as alimony or support payments.

As it stands, since the finalization of the divorce, you owe me over \$50,000, not including annuities or penalties.

I have attempted in every way to be cordial and patient with your lack of support, I can no longer wait or allow you to manipulate.

Pay what you owe immediately.

Cordially
Bonnie Mahoney

On Jan 26, 2019, at 8:27 AM, Bonnie Mahoney <mahoneyfamily4@aol.com> wrote:

Bart

You are \$850 short in support payments for January 2019.

You are also short \$850 in November as well as a failure to fulfill your support payments on numerous months throughout.

Please deposit funds
Bonnie Mahoney

On Jan 14, 2019, at 11:22 AM, Bart Mahoney <bmm1v27@gmail.com> wrote:

Bonnie, as I've previously communicated, please email me all communications. I will not respond to texts from you.

I've read that you are attempting to say i owe you monies. Please take this as a written confirmation that I've given you:

\$63,600 in 2017. That is \$5,400 over what the decree calls for. I have records for you which I will attach when I return to Las Vegas later this week.

MTD you have received \$2k and will receive the Jan 20th monies as the decree calls out.

I wish you good luck in finding a job.

Sent from my iPad

EXHIBIT “2”

JOBS APPLIED— 3/29/19

Restaurant Manager - Perch LA - Los Angeles, CA – March 2019 – INTERVIEWED

Restaurant Manager – Porsche Experience Center – Culver City, CA – March 2019 - INTERVIEWED

Multi Unit Event Sales Manager – das staffing – Los Angeles, CA – March 2019

Sales Manager – Sheraton Gateway – Los Angeles, CA – March 2019

Food & Beverage Marketing Coordinator - Hilton Los Angeles/Universal City- Universal City, CA – March 2019

Restaurant Manager – Gus’s Barbecue – Pasadena, CA – March 2019

Food and Beverage Manager – Fairmont Hotels and Resort – Santa Monica, CA – March 2019

Sales Manager - The Palm Restaurant Group - Beverly Hills, CA – March 2019

Restaurant Manager – EDITIONS Marriott – West Hollywood, CA – March 2019 - INTERVIEWED

Assistant General Manager – COREcruitment – Santa Monica, CA – March 2019

SR Catering Operations Manager – Aramark – Anaheim, CA – March 2019

Event Coordinator - Blsnow Media - Los Angeles, CA – March 2019

Private Events Manager – Herringbone Restaurant – Los Angeles, CA – March 2019

Restaurant Assistant Manager – Palm Restaurant Group – Beverly Hills, CA – March 2019

Restaurant Manager – OUE Skyspace – Los Angeles, CA – March 2019 - INTERVIEWED

Dining Room Manager – Mastro’s Restaurants – Beverly Hills, CA – March 2019

Sr Events Manager – Autograph Collection Hotels Marriott – West Hollywood, CA – March 2019

Sales Marketing Coordinator – The Surfrider Malibu – Malibu, CA – March 2019

Food and Beverage Manager – Dorchester Hotels – Beverly Hills, CA – March 2019

Assistant Manager, Events (L.A. LIVE) - AEG Worldwide - Los Angeles, CA – March 2019

Member Events Programming Manager - Soho Warehouse - Soho House & Co. - Los Angeles, CA – March 2019

Food and Beverage Assistant Manager – Ritz Carlton – Newport Beach, CA – March 2019

Assistant Manager of Ops Food and Beverage – Marriott International – March 2019 - INTERVIEWED

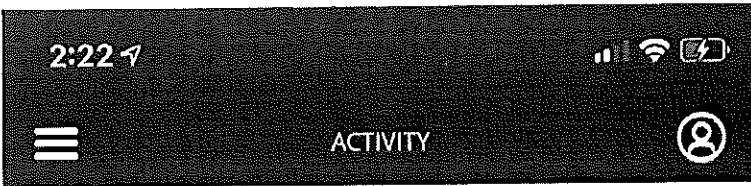
Family & Community Outreach Manager - Pediatric Brain Tumor Foundation - Los Angeles, CA – March 2019

Catering Sales Associate - Homeboy Industries - Los Angeles, CA – March 2019

Manager, CLEO Hollywood Restaurant – Disruptive Group – Los Angeles, CA – March 2019
 Food and Beverage Manager – Valencia Country Club – Santa Clarita, CA – March 2019
 Private Event Manager – American Golf Corporation – Granada Hills, CA – March 2019
 Catering Sales – Patina Restaurant Group – Pasadena, CA – March 2019 - INTERVIEWED
 Executive Assistant/Marketing Coordinator – Top PR Pros – Los Angeles, CA – April 2019
 Executive Assistant – Ultimate Performance – Los Angeles, CA – April 2019
 Private Event Director – American Golf Corporation – Rancho Palos Verdes, CA – April 2019
 Assistant Food and Beverage Manager – Viceroy Hotel Group – Santa Monica, CA – April 2019
 Special Event Sales Manager – Specialty Restaurants Corporation – Burbank, CA – April 2019
 Special Events and Catering Coordinator – Spring Place – Beverly Hills, CA – April 2019
 Catering Sales Manager – Stronach Group – Santa Anita, CA- April 2019 - INTERVIEWED
 Special Events Sales Manager - Monterey Hill - Monterey Park, CA – April 2019 - INTERVIEWED
 Special Events Manager - True Food Kitchen - Pasadena, CA – April 2019
 Senior Special Event Sales Manager - Proud Bird - Los Angeles, CA – April 2019
 Special Events Sales Manager - Hospitality Staffers - Los Angeles, CA – April 2019
 Multi-Unit Restaurant Catering Sales Manager - MKR Restaurant Group LLC - Los Angeles, CA – April 2019
 Event Director - FARMHOUSE - Los Angeles, CA – April 2019
 Food and Beverage Manager - Soho Warehouse - Soho House & Co. - Los Angeles, CA – April 2019
 Elite Lifestyle Manager - Quintessentially Inc.- Los Angeles, CA – April 2019
 Manager, CLEO Hollywood Restaurant – Disruptive Group – Los Angeles – CA – February 2019
 Catering Sales Manager/ Banquet Manager – Goodwin Recruiting – Los Angeles, CA – February 2019
 Private Events Sales Manager – The Peninsula Hotels – Beverly Hills, CA – February 2019 – INTERVIEWED
 Special Events Sales Manager – Disruptive Group – Los Angeles, CA – February 2019
 Assistant Food and Beverage Manager – Viceroy Hotel Group – Santa Monica Group – February 2019
 Restaurant Manager – Goodwin Recruiting – Los Angeles, CA – February 2019
 Restaurant Sales and Events Manager – Morton's Steak House – Beverly Hills, CA – February 2019
 Catering Sales Manager – Monterey Hill – Monterey Park, CA – February 2019 - INTERVIEWED

Manager Cleo 3rd Street Restaurant – Los Angeles, CA – February 2019
Multi – Unit Catering Sales Manager – The Restaurant Zone – Los Angeles, CA – February 2019
Restaurant Manager – Norms Restaurants – Los Angeles, CA – February 2019
Food and Beverage Manager – Intercontinental Hotels – Century City, CA – February 2019
Fan Service Representative – Los Angeles Dodgers – Los Angeles, CA – February 2019
Food and Beverage Manager – Sunset Marquis – West Hollywood, CA – February 2019 – INTERVIEWED
Bar Manager – LGO Hospitality – Los Angeles, CA – February 2019
Assistant Food and Beverage Manager – Shutters on the Beach – Santa Monica, CA – February 2019
Executive Assistant – Fuse Media INC – Glendale, CA – January 2019
Personal Assistant – Individual – Beverly Hills, CA – January 2019
Assistant Director of Catering – Omni Hotels – Los Angeles, CA – January 2019
Executive Assistant - Live Nation Productions – Los Angeles, CA – January 2019
Regional Training Manager - Morton's Steak House – Los Angeles, CA – January 2019
Catering Director/ Sales Manager – Gregory Vogt Recruiter – Los Angeles, CA – January 2019
Sr. Manager of Guest Relations – California Pizza Kitchen – Playa Vista, CA - January 2019
Assistant General Manager – COREcruitment – Santa Monica, CA – January 2019
Restaurant Sales and Events Manager – ZipRecruiter – Beverly Hills, CA – January 2019
Restaurant General Manager – LA Hospitality Group – Los Angeles, CA – January 2019
Restaurant Manager – Goodwin Recruiting – Los Angeles, CA – January 2019
Restaurant Manager – Andreoni Recruiting Consultants – Culver City, CA – January 2019

EXHIBIT “3”



Money Received	Money Sent	Requests Received	Requests Sent
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As of 17:22 EST, Feb 26, 2019

BART MAHONEY

Feb 15, 2019
Completed

\$2,000.00

BART MAHONEY

Feb 01, 2019
Completed

\$2,000.00

Francis Shipp

Jan 26, 2019
Completed

\$500.00

Francis Shipp
rent

Jan 25, 2019
Completed

\$1,000.00

BART MAHONEY

Jan 24, 2019
Completed

\$2,000.00

Francis Shipp
rent

~~_____~~ \$1,000.00



Money Received	Money Sent	Requests Received	Requests Sent
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As of 17:22 EST, Feb 26, 2019

BART MAHONEY

\$1,000.00

Jan 08, 2019
Completed

BART MAHONEY

\$1,000.00

Jan 06, 2019
Completed

BART MAHONEY

\$2,000.00

Dec 21, 2018
Completed

BART MAHONEY

\$850.00

Dec 08, 2018
Completed

BART MAHONEY

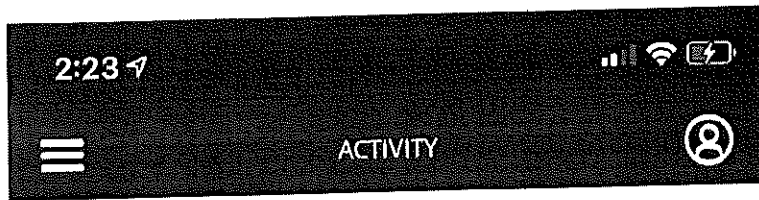
\$2,000.00

Dec 07, 2018
Completed

BART MAHONEY

\$2,000.00

Nov 22, 2018
Completed



Money Received	Money Sent	Requests Received	Requests Sent
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As of 17:22 EST, Feb 26, 2019

BART MAHONEY

Oct 27, 2018
Completed

\$2,000.00

BART MAHONEY

Oct 26, 2018
Completed

\$850.00

BART MAHONEY

Oct 12, 2018
Completed

\$2,000.00

BART MAHONEY

Oct 07, 2018
Completed

\$2,000.00

BART MAHONEY

Sep 30, 2018
Completed

\$900.00

BART MAHONEY

Sep 28, 2018
Completed

\$2,000.00



Money Received	Money Sent	Requests Received	Requests Sent
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As of 17:22 EST, Feb 26, 2019

BART MAHONEY

\$2,000.00

Sep 14, 2018
Completed

BART MAHONEY

\$2,000.00

Aug 31, 2018
Completed

BART MAHONEY

\$2,000.00

Aug 17, 2018
Completed

BART MAHONEY

\$2,000.00

Aug 10, 2018
Completed

BART MAHONEY

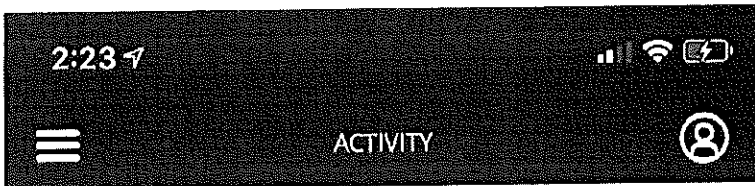
\$2,000.00

Aug 03, 2018
Completed

BART MAHONEY

\$500.00

Jul 27, 2018
Completed



Money Received	Money Sent	Requests Received	Requests Sent
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As of 17:22 EST, Feb 26, 2019

BART MAHONEY

Jul 20, 2018
Completed

\$1,000.00

BART MAHONEY

Jul 16, 2018
Completed

\$1,000.00

BART MAHONEY

Jul 07, 2018
Completed

\$1,000.00

BART MAHONEY

Jul 02, 2018
Completed

\$2,000.00

BART MAHONEY

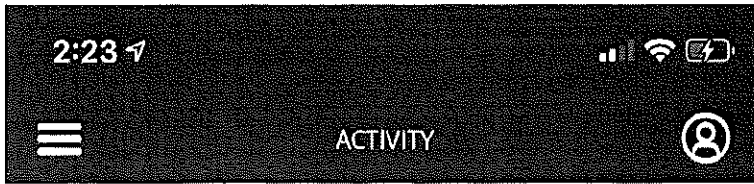
Jun 22, 2018
Completed

\$2,000.00

BART MAHONEY

Jun 09, 2018
Completed

\$350.00



Money Received	Money Sent	Requests Received	Requests Sent
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As of 17:22 EST, Feb 26, 2019

BART MAHONEY

Jun 08, 2018
Completed

\$2,000.00

BART MAHONEY

Jun 06, 2018
Completed

\$1,000.00

BART MAHONEY

May 18, 2018
Completed

\$2,000.00

BART MAHONEY

May 04, 2018
Completed

\$2,000.00

BART MAHONEY

Apr 28, 2018
Completed

\$400.00

BART MAHONEY

Apr 20, 2018
Completed

\$2,000.00



Money Received	Money Sent	Requests Received	Requests Sent
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As of 17:22 EST, Feb 26, 2019

BART MAHONEY
Apr 06, 2018
Completed
\$2,000.00

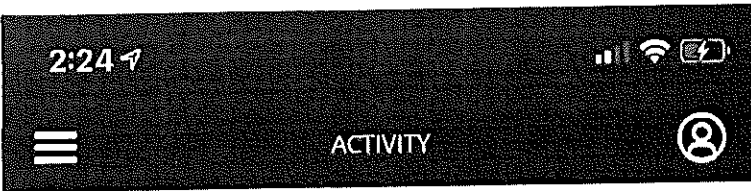
BART MAHONEY
Mar 23, 2018
Completed
\$2,000.00

BART MAHONEY
Mar 10, 2018
Completed
\$500.00

BART MAHONEY
Mar 09, 2018
Completed
\$1,500.00

BART MAHONEY
Feb 22, 2018
Completed
\$2,000.00

BART MAHONEY
Feb 09, 2018
Completed
\$800.00



Money Received	Money Sent	Requests Received	Requests Sent
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As of 17:22 EST, Feb 26, 2019

BART MAHONEY

Mar 23, 2018
Completed
\$2,000.00

BART MAHONEY

Mar 10, 2018
Completed
\$500.00

BART MAHONEY

Mar 09, 2018
Completed
\$1,500.00

BART MAHONEY

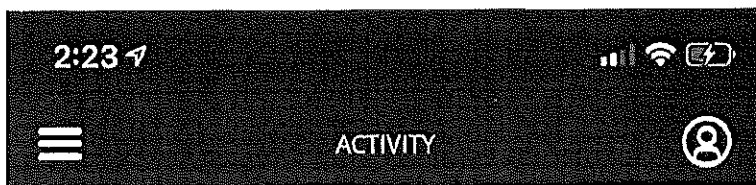
Feb 22, 2018
Completed
\$2,000.00

BART MAHONEY

Feb 09, 2018
Completed
\$800.00

BART MAHONEY

Feb 05, 2018
Completed
\$2,000.00



Money Received	Money Sent	Requests Received	Requests Sent
-------------------	---------------	----------------------	------------------

As of 17:22 EST, Feb 26, 2019

BART MAHONEY

Feb 05, 2018
Completed

\$2,000.00

BART MAHONEY

Jan 31, 2018
Completed

\$200.00

BART MAHONEY

Jan 26, 2018
Completed

\$2,000.00

TOM LUDT

Jan 22, 2018
Completed

\$2,100.00

BART MAHONEY

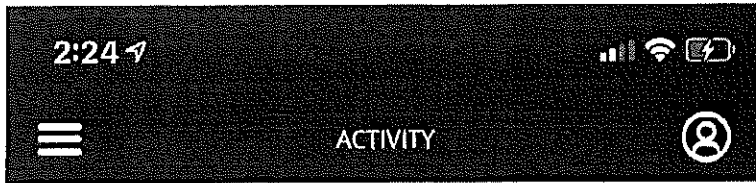
Jan 20, 2018
Completed

\$400.00

BART MAHONEY

Jan 19, 2018
Completed

\$800.00



Money Received	Money Sent	Requests Received	Requests Sent
-------------------	---------------	----------------------	------------------

As of 17:22 EST, Feb 26, 2019

BART MAHONEY

Jan 31, 2018
Completed

\$200.00

BART MAHONEY

Jan 26, 2018
Completed

\$2,000.00

TOM LUDT

Jan 22, 2018
Completed

\$2,100.00

BART MAHONEY

Jan 20, 2018
Completed

\$400.00

BART MAHONEY

Jan 19, 2018
Completed

\$800.00

BART MAHONEY

Jan 12, 2018
Completed

\$1,500.00



Money Received	Money Sent	Requests Received	Requests Sent
-------------------	---------------	----------------------	------------------

As of 17:22 EST, Feb 26, 2019

BART MAHONEY

\$1,600.00

Dec 29, 2017
Completed

BART MAHONEY

\$2,000.00

Dec 15, 2017
Completed

BART MAHONEY

\$1,500.00

Dec 02, 2017
Completed

BART MAHONEY

\$2,000.00

Nov 17, 2017
Completed

BART MAHONEY

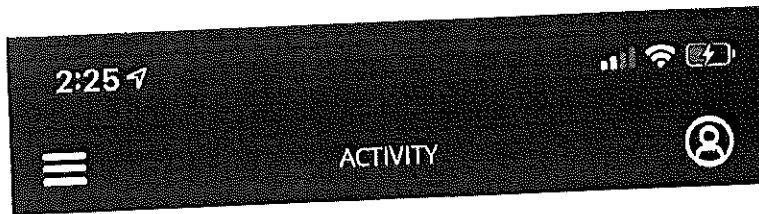
\$550.00

Nov 13, 2017
Completed

BART MAHONEY

\$2,000.00

Nov 03, 2017
Completed



Money Received	Money Sent	Requests Received	Requests Sent
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As of 17:22 EST, Feb 26, 2019

Nov 17, 2017
Completed
\$2,000.00

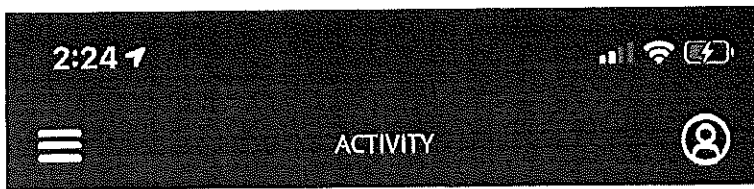
BART MAHONEY
Nov 13, 2017
Completed
\$550.00

BART MAHONEY
Nov 03, 2017
Completed
\$2,000.00

BART MAHONEY
Oct 26, 2017
Completed
\$500.00

BART MAHONEY
Oct 20, 2017
Completed
\$2,000.00

BART MAHONEY
Oct 06, 2017
Completed
\$2,000.00



Money Received	Money Sent	Requests Received	Requests Sent
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As of 17:22 EST, Feb 26, 2019

BART MAHONEY

Jun 06, 2018
Completed

\$1,000.00

BART MAHONEY

May 18, 2018
Completed

\$2,000.00

BART MAHONEY

May 04, 2018
Completed

\$2,000.00

BART MAHONEY

Apr 28, 2018
Completed

\$400.00

BART MAHONEY

Apr 20, 2018
Completed

\$2,000.00

BART MAHONEY

Apr 06, 2018
Completed

\$2,000.00

EXHIBIT “4”

10:55



BM >

Fri, Jun 29, 6:53 AM

Please acknowledge my previous text. Please assist in the girls education and tuition. Please communicate and discuss options as to how you will provide for them to succeed both economically and emotionally. Obviously what you pay is less than the agreed amount in support, you do not provide their medical, submitted your W2 or any monies due from bonuses, nor have you seen the girls. I have requested for the past 5 years to pay for a therapist for the girls which you have ignored... you cannot continue to ignore their well being it is now heavily affecting their mental health. Please contribute in your role as their father and caregiver.

Fri, Jul 20, 12:51 PM

Hello I'm sorry that you let



iMessage



10:56



BM >

Mon, Jul 30, 12:58 PM

Completed

- | | | |
|--------|---------------------------|------------|
| JUL 28 | Brigitte Mahoney | - \$103.20 |
| | Money Sent | |
| | ⌚ Repeat this transaction | |
| JUL 25 | Brigitte Mahoney | - \$123.78 |
| | Money Sent | |
| | ⌚ Repeat this transaction | |
| JUL 19 | Brigitte Mahoney | - \$195.81 |
| | Money Sent | |
| | ⌚ Repeat this transaction | |
| JUL 18 | Brigitte Mahoney | - \$257.55 |
| | Money Sent | |
| | ⌚ Repeat this transaction | |
| JUL 13 | Brigitte Mahoney | - \$103.20 |
| | Money Sent | |
| | ⌚ Repeat this transaction | |
| JUL 09 | Brigitte Mahoney | - \$103.20 |
| | Money Sent | |
| | ⌚ Repeat this transaction | |

I need your help in keeping Brigitte respectful, please. She's been very disrespectful in the last few months. She has received over \$800 in spend money and \$250 in sports fees in July and is demanding more monies..



10:56



BM >

no. \$250, was for volleyball. so it's not a full \$800 in "spending money." the money you give me isn't just "spending" money. i use that money to buy food, gas, clothes, etc... also, idk if you know, but just one shirt is \$100. concerts and parties... are things all teenagers should experience. this is the time in my life where i should be having fun, but instead i can't because of you. you clearly don't know the value of money... because if you did you would spend it on your family and the people who need you, not some prostitute, or gambling, or drinking. you of all people should learn the value of money... i mean all our money goes to your alcohol addiction, gambling, and whores. and until i start seeing you and until you decide to be a normal dad like every other dad, don't boss me around. i can say



Messages



10:56



BM >

whores.

and until i start seeing you and
until you decide to be a normal
dad like every other dad, don't
boss me around. i can say
whatever i want to you when i
want to because guess what
i'm my own person and i'm
tired of you getting away with
everything. you caused all this
misery. i do need things for
school, but i don't have to act
"reasonable" for my father to
have to pay for my needs. and
don't you dare tell me i'm not
acting reasonable. you are the
most unreasonable person on
this earth and all my friends
see it... you don't pay for
anything, all my friends call my
mom the "super mom"
because she is clearly both
mom and dad, you didn't teach
me anything i know in life, you
didn't even know my birthday, i
almost die in a car accident and
you don't even come up to see
me, your cousin sent sexual
messages to your daughter



iMessage



10:56



BM >

mom and dad, you didn't teach me anything i know in life, you didn't even know my birthday, i almost die in a car accident and you don't even come up to see me, your cousin sent sexual messages to your daughter and you didn't come up to rescue her, you haven't seen bart in years, connors a drug addict, i have a fucking eating disorder that mom has been wanting to send me to the hospital for because i've been begging for a therapist and you haven't gotten me one and now i can't eat, i've lost 34 pounds, my mom has multiple mixed connective tissue diseases, working, and raising two teenage girls on her own all because you are too selfish to raise the children you brought into this world. think about that, before you text me again and want to challenge me.

???? She is crying out to you



Messages



10:57



BM >

because you are the one who
raise the children you brought
into this world. think about
that, before you text me again
and want to challenge me.

???? She is crying out to you
for emotional support and you
only pick up on the
monetary??? Really??? I
honestly gave up all hope
trying to help you be an
effective parent... please
understand what she wants
most from you is love

Fri, Aug 10, 8:11 AM

Is the \$2000 deposit I received
from you today a contribution
towards the girls school books
and uniforms?

Sophia's tuition every month is
\$1700 Brigitte's is \$600 that
does not include their sports or
other dues from the school.
Are you going to assist with any
part of their tuition this year?



Messages



2:26

5G



BM >

If you do not reply in regards to the \$2000 deposit received today, this text will show as receipt that the deposit was for their books and uniforms.

Alimony

Do you plan on contributing towards their education?

You have not been current on child support or alimony. You have never contributed towards their tuition. You are legally bound to pay for their medical and dental and you do not. For over 4.5 yrs you have been a delinquent father and provider. You have yet to fulfill the obligations of the divorce decree. These are all valid points that are documented.

Wed, Aug 29, 5:46 PM

Sophia's tuition is too large for



Search



2:26

5G



BM >

Sophia's tuition is too large for me to handle on my own. Her tuition is \$1700 a month taken out on the 1st automatically at 6am. I was not able to pay this months and they will attempt to withdraw \$3500 on the 1st. Will you please help me and deposit \$1700 to cover at least half. They have already sent me numerous emails and letters. I cannot do this on my own.

I can not afford your alimony, the child support and then paying tuitions.

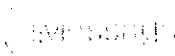
Can you assist with this payment

Fri, Aug 31, 4:12 PM

Thank you

Sat, Oct 6, 10:31 AM

\$2,465 was due on the 5th.



9:03



BM >

Fri, Apr 26, 12:51 PM

Bart
This is getting very old - you
know the divorce decree
requires you to deposit \$2425
on the 25th.
Our electricity has been shut
off - pay the money owed
immediately

I'm trying.. zero bonus a \$50k
reduction in salaries and
creditors all over me.. I'm
trying.

Today 8:01 AM

Bart
As you know from the email I
sent you and texts, Sophia's
school will suspend her for
nonpayment if tuition if I do not
pay \$7,460.
You refuse to respond.
Please pay the full amount of



Message



9:03



BM >

reduction in salaries and
creditors all over me.. I'm
trying.

Today 8:01 AM

Bart
As you know from the email I
sent you and texts, Sophia's
school will suspend her for
nonpayment if tuition if I do not
pay \$7,460.
You refuse to respond.
Please pay the full amount of
support today so I can at least
manage what I can with the
monies I am owed.

I wish I could. I'm broke.. have
scheduled a bankruptcy
meeting on Tuesday.. my acct
is overdrawn.

When will you pay the support

Delivered



iMessage



EXHIBIT “5”

AA000133

Docket 82412 Document 2021-27355



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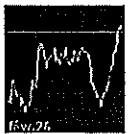
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Golden Entertainment : Announces Bart Mahoney as Vice President of Food and Beverage



0

06/20/2018 | 12:57pm EST

LAS VEGAS - June 20, 2018 - Golden Entertainment, Inc. (NASDAQ:GDEN) has appointed dining industry veteran, Bart Mahoney, as the company's corporate vice president of food and beverage operations.

'The food and beverage offerings at Golden Entertainment are at the core of the guest experience at our casinos and taverns,' said Steve Arcana, chief operating officer for Golden Entertainment, Inc. 'With this expanded culinary focus, we have comprised a team of high-energy, talented professionals, who are all leaders in their fields. The final addition to that team is Bart Mahoney, whose expertise in this industry is unmatched.'

With nearly three decades of experience in dining operations working with some of Las Vegas' top resorts and restaurants, Mahoney is highly regarded as one of the top food and beverage professionals in the city. In his new position with Golden Entertainment, he now oversees the overall direction of the culinary department.

Among his responsibilities are the development of the company's restaurants at its eight casino-hotel properties, including Stratosphere Casino, Hotel & Tower; and PT's Entertainment Group, Nevada's largest tavern operator. Mahoney will also head up the recruiting and training of new and existing culinary talent.

'Golden Entertainment is a fast-growing company with ambitious plans for its food and beverage operations,' said Mahoney. 'I'm excited to join this energetic team in bringing innovation to their wide-ranging culinary offerings as well as collaborating in the development of exciting new dining concepts.'

Mahoney has served in leadership roles for several Las Vegas Strip properties and fine dining groups, including Wynn Las Vegas, MGM Grand Hotel & Casino, ARIA Resort & Casino, Bellagio Resort & Casino, The Mirage Hotel & Casino, Thomas Keller Restaurant Group and Wolfgang Puck Fine Dining Group. Prior to launching his career in the food and beverage industry, Mahoney served his country in the United States Marine Corps.

About Golden Entertainment, Inc.

Golden Entertainment, Inc. owns and operates gaming properties across two divisions - resort and casino operations and distributed gaming. The Company operates more than 16,200 gaming devices, 114 table games, 5,168 hotel rooms, and provides jobs for approximately

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Golden Entertainment is focused on maximizing the value of its portfolio by leveraging its scale, leadership position and proven management capabilities across its two divisions. For more information, visit www.goldenent.com.

Contacts

Lauren Cahlan/Emma Williams
(702) 868-4545
GoldenGaming@WickedCreative.com
###

Attachments

- Original document
- Permalink

Disclaimer

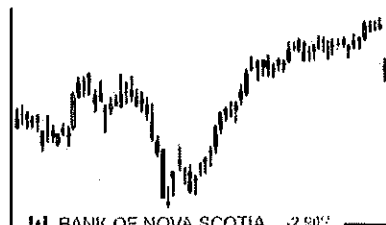
Golden Entertainment Inc. published this content on 20 June 2018 and is solely responsible for the information contained herein. Distributed by Public, unedited and unaltered, on 20 June 2018 16:57:01 UTC



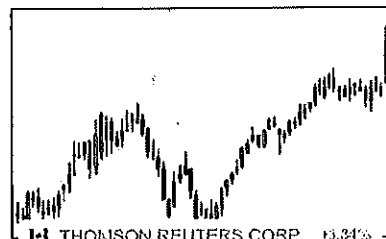
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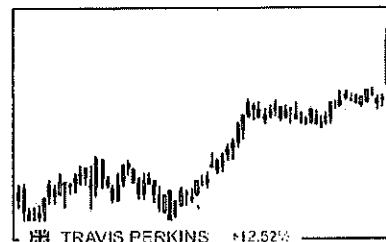
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Thomson Reuters : 4Q Earnings Jump on Refinitiv Interest Sale



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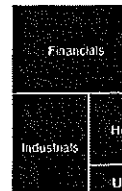


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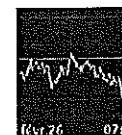
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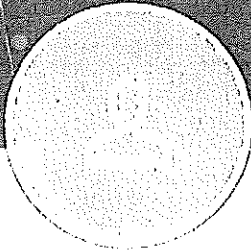
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EXHIBIT “6”

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Bart Mahoney

Improvise, Adapt, Overcome

Las Vegas, NV

Gambling & Casinos

GOLDEN Golden Entertainment, Inc.



Wynn Las Vegas

500+ connections

View Bart Mahoney's full profile. It's free!

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Bart Mahoney liked this
**Armando Manni Olive Oil
+ Chef Thomas Keller . A
sweet...**



Bart Mahoney liked this
**Congratulations to Chef
Kaelin, our General
Manager, Eric,...**



Bart Mahoney liked this
**Guillaume Chamot Rooke,
Director of Bouchon
Bakeries, is...**



Bart Mahoney liked this
**Being disruptive. Takes
courage. Takes brains. This
guy...**

AA000138

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Experience



Corporate Vice President of Food and Beverage

Golden Entertainment, Inc.

June 2018 – Present • 10 months

Las Vegas, Nevada



Vice President, Food and Beverage

Wynn Las Vegas

August 2016 – July 2018 • 2 years



Director of Development

Thomas Keller Restaurant Group

September 2015 – August 2016 • 1 year

Yountville, California



Director of Trade Development

for Southern wine and spirits of Nevada

October 2013 – August 2015 • 1 year 11 months

Las Vegas, Nevada

Trade

Develop



Vice president of Food and Beverage

for MGM Grand Hotel & Casino Las Vegas

October 2011 – October 2013 • 2 years 1 month

preside

nt of

Food

Vice President of Food and Beverage

and

ARIA Resort & Casino

Beverag

October 2008 – January 2011 • 2 years 4 months

e

Las Vegas, Nevada

Vice President of Food and Beverage

AA000139

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Join now

Vice

Preside

Skills & Endorsements

Food

Join LinkedIn to see Bart's skills, endorsements, and full profile

Beverag

View Bart Mahoney's full profile to...

- See who you know in common
- Get introduced
- Contact **Bart Mahoney** directly

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People also viewed

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Bart Mahoney

Improvise, Adapt, Overcome



Corporate Vice President of Food and Beverage at Golden Entertainment, Inc.

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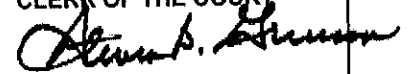
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Community Guidelines

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EXHIBIT “7”

1
2
3
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9
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11
12 **Please refer to Exhibit**
13
14 **“4” above.**
15
16
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28



1 **EXPT**

2 RADFORD J. SMITH, CHARTERED

3 KIMBERLY A. STUTZMAN, ESQ.

4 Nevada Bar No. 014085

5 2470 St. Rose Parkway, Suite 206

6 Henderson, Nevada 89074

7 Telephone: (702) 990-6448

8 Facsimile: (702) 990-6456

9 kstutzman@radfordsmith.com

10 *Attorney for Defendant*

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 BARTHOLOMEW M. MAHONEY, JR.,

14 Plaintiff,

15 vs.

16 BONNIE M. MAHONEY,

17 Defendant.

CASE NO.: D-13-477883-D

DEPT NO.: S

FAMILY DIVISION

18 **EX PARTE REQUEST FOR ORDER TO CONTINUE THE HEARING**

19 DATE OF HEARING: June 12, 2019

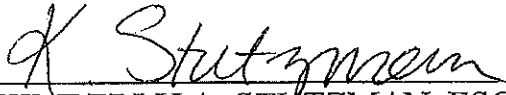
20 TIME OF HEARING: 10:00 a.m.

21 COMES NOW Defendant, BONNIE M. MAHONEY ("Bonnie"), by and through
22 her attorneys Kimberly A. Stutzman, Esq. of the firm of Radford J. Smith, Chartered, and
23 moves this court for an Order Continuing the Hearing on Defendant's Motion to Reduce
24 Arrearages, Interest, and Penalties to Judgment; to Modify Alimony; to Review Child
25 Support, for Sanctions and Attorney's Fees and Costs currently scheduled for a hearing on
26 June 12, 2019 at 10:00 a.m.
27
28

1 This Request is made and based upon the Points and Authorities and Affidavits
2 attached hereto, and upon all pleadings and papers herein.

3
4 Dated this ^{30th} day of May 2019.

5 RADFORD J. SMITH, CHARTERED

6 
7 KIMBERLY A. STUTZMAN, ESQ.
8 Nevada Bar No. 014085
9 2470 St. Rose Parkway, Suite 206
10 Henderson, Nevada 89074
11 *Attorney for Defendant*

12 I.

13 POINTS AND AUTHORITIES

14 EDCR 5.514 regarding order shortening time states,

15
16 (a) *Generally.*

17 (1) Hearings may not be removed from the calendar by calling the
18 clerk's office or the judge's chambers.

19 (2) An unfiled written stipulation and order to continue a hearing signed
20 by both parties may be submitted to chambers prior to the time of
21 hearing by hand delivery, facsimile, or e-mail. The court may remove
22 the hearing from the calendar or require the parties to appear and put the
23 stipulation on the record. If the hearing is removed from the calendar,
24 the court will set a new hearing upon receipt of the original stipulation
25 and order.

26 (3) Immediately below the title of any motion or stipulation to continue
27 a hearing there shall also be included a statement indicating whether it is
28 the first, second, third, etc., requested continuance of a hearing.

(b) The parties may file a stipulation to vacate the hearing of a motion,
which the clerk will remove from the calendar. The parties may not stipulate
to remove a trial or evidentiary hearing without also obtaining court
approval by order.

1 (c) A party may file an *ex parte* motion to continue a hearing, explaining
2 why it could not be obtained by stipulation. Such a motion must be
3 supported by affidavit. The court may:

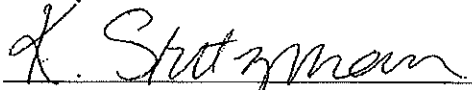
4 (1) Grant or deny the motion; or

5 (2) Require that notice be given to all other parties if it had not already
6 been given, and entertain a summary written response to the request or
7 conduct a telephonic conference within a time to be specified by the
8 court of not less than 1 judicial day.

9 Attached hereto is the Affidavit of Kimberly A. Stutzman, Esq. setting forth the
10 reasons for Bonnie's request. Based on that Affidavit, Bonnie respectfully requests that
11 her Motion presently scheduled for June 12, 2019 be continued for at least thirty (30)
12 days or to the Court's next available date

13 Dated this 30th day of May 2019.

14 RADFORD J. SMITH, CHARTERED

15 

16 KIMBERLY A. STUTZMAN, ESQ.

17 Nevada Bar No. 014085

18 2470 St. Rose Parkway, Suite 206

19 Henderson, Nevada 89074

20 *Attorney for Defendant*

1 **AFFIDAVIT OF KIMBERLY A. STUTZMAN, ESQ.**

2 COUNTY OF CLARK)
3) ss:
4 STATE OF NEVADA)

5 Kimberly A. Stutzman, Esq., having been duly sworn, deposes and says:

6
7 1. We are the attorneys for the Defendant, Bonnie Mahoney ("Bonnie"), in the
8 above-entitled matter.

9 2. I make this Affidavit based upon facts within my own knowledge and based
10 upon information and documents provided by my client, save and except as to matters
11 alleged upon information and belief and, as to those matters, I believe them to be true.
12

13 3. Bonnie's Motion to Reduce Arrearages, Interest, and Penalties to Judgment;
14 to Modify Alimony; to Review Child Support, for Sanctions and Attorney's Fees and
15 Costs ("Motion") is scheduled for a hearing on **June 12, 2019** at 10:00 a.m.
16
17

18 4. Upon information and belief, Plaintiff, Bartholomew Mahoney, ("Bart")
19 resides at 4795 Frankfurt Court, Las Vegas, Nevada 89147 ("Frankfurt Court"). This
20 address is listed on the online Register of Actions. It is also the address provided on the
21 Notice of Withdrawal of Counsel, filed February 8, 2016 by Attorney Roger A. Giuliani.
22

23 5. On May 9, 2019 counsel mailed the Motion, General Financial Disclosure
24 Form, Schedule of Arrears, and Notice of Hearing to the Frankfurt Court residence.
25
26
27
28

6. On May 23, 2019, counsel received the documents back marked as "Return to Sender, Attempted – Not Know, Unable to Forward, Return to Sender." See Exhibit "A."

7. As of the date of this request, neither counsel nor Bonnie know Bart's current residence. Moreover, continuing the hearing date will give Bonnie the additional time to locate and serve Bart.

8. Once located, Bonnie and her counsel will be able to provide sufficient notice of the motion hearing to Bart as well as sufficient time for him to respond.

9. Bonnie respectfully requests that the hearing be continued in order for Bonnie to perform a skip trace, locate Bart, and allow him with time to retain counsel or otherwise respond. Bonnie's request is made in good faith and not for the purposes of delay.

10. For these reasons, we request that the hearing scheduled for June 12, 2019 at 10:00 a.m. be continued for thirty days or to the Court's next available date.

FURTHER AFFIANT SAYETH NAUGHT.

K. Stutzman
KIMBERLY A. STUTZMAN, ESQ.

Subscribed and sworn before me
this 30th day of May 2019. ,

Tham A Nien
NOTARY PUBLIC in and for
said County and State



EXHIBIT “A”

P 1 LB PRIORITY MAIL RATE
ZONE 1 (NO BUNDLED
COPIES ALLOWED)

04/08/2006 09:00
PRIORITY MAIL

144625
05/04/2006

PRIORITY MAIL 1-DAY™

RADFORD J. SMITH CHARTERED
2470 ST. ROSE PARKWAY, STE. 208
HENDERSON NV 89044

0000

7-RES-1N 05/22/19 *RFS*

CN79

RN TO SENDER
RND - NOT KNOWN
RNL TO FORWARD
RN TO SENDER

USPS TRACKING #

9406 6118 9955 1861 6915 91

WRONG
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4 DISTRICT COURT
5 CLARK COUNTY, NEVADA

6 ****

7 BARTHOLOMEW M MAHONEY,
8 PLAINTIFF
9 VS.
10 BONNIE M MAHONEY,
11 DEFENDANT.

CASE NO.: D-13-477883-D
DEPARTMENT S
Courtroom 7

12 **NOTICE OF RESCHEDULING OF HEARING**

13 Please be advised that the date and time of a hearing set before the Honorable
14 Vincent Ochoa, has been changed. **The Motion to Reduce Arrearages,**
15 **Interest, and Penalties to Judgment; to Modify Alimony; to Review Child**
16 **Support, for Sanctions and Attorney's Fees and Costs, presently**
17 **scheduled for the 12th day of June, 2019, at 10:00 a.m., has been**
18 **rescheduled to the 22nd day of August, 2019, at 9:15 a.m. at the Family**
19 **Courts & Services Center, Courtroom 7.**

20 Honorable Vincent Ochoa

21
22 By: /S/ Deniece Lopez
23 Judicial Executive Assistant
24 Department S

CERTIFICATE OF MAILING

I hereby certify that the foregoing Notice of Rescheduling Hearing was:

☒ E-served pursuant to NEFCR 9, or placed in the folder of counsel maintained in the Office of the Clerk of Court.

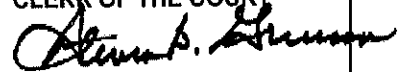
Bartholomew M Mahoney; Radford J Smith, Esq

☒ E-Served pursuant to NEFCR 9, or mailed, via first-class mail, postage fully prepaid to:

Bartholomew M Mahoney
4795 Frankfurt CT
Las Vegas, NV 89147

Radford J Smith
2470 St. Rose PKWY STE 206
Henderson, NV 89074

/S/ Deniece Lopez
Judicial Executive Assistant
Department S



1 CSERV
2 RADFORD J. SMITH, CHARTERED
3 KIMBERLY A. MEDINA, ESQ.
4 Nevada State Bar No. 014085
5 2470 St. Rose Parkway Suite 206
6 Henderson, Nevada 89014
7 Telephone: (702) 990-6448
8 Facsimile: (702) 990-6456
9 Email: kmedina@radfordsmith.com
10 *Attorneys for Defendant*

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 BARTHOLOMEW M. MAHONEY, JR.,

14 Plaintiff,

15 vs.

16 BONNIE M. MAHONEY,

17 Defendant.

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

FAMILY DIVISION

18 **CERTIFICATE OF SERVICE**

19 I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm").

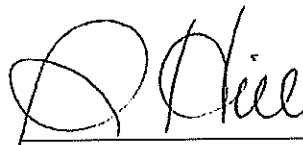
20 I am over the age of 18 and not a party to the within action. I am "readily familiar" with
21 firm's practice of collection and processing correspondence for mailing. Under the
22 Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as
23 stated below, with postage thereon fully prepaid.
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...

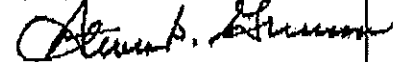
1 I served the document described as "NOTICE OF RESCHEDULING HEARING"
2 on Motion to Reduce Arrearages, Interest, and Penalties to Judgment; To Modify
3 Alimony; To Review Child Support, For Sanctions and Attorney's Fees and Costs; on
4 this 7th day of June, 2019, to all interested parties as follows:
5
6

7 ☒ BY MAIL: Pursuant to NRCP 5(b), I placed a true copy thereof enclosed in
8 a sealed envelope addressed as follows:
9

10 Bartholomew M. Mahoney
11 4795 Frankfurt Court
12 Las Vegas, Nevada 89147
13 *Plaintiff in Proper Person*

14 

15 An Employee of Radford J. Smith, Chartered
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1 NORH

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3
4
5 DISTRICT COURT
6 CLARK COUNTY, NEVADA

7 ****

8 BARTHOLOMEW M MAHONEY,
9 PLAINTIFF
10 VS.
11 BONNIE M MAHONEY,
12 DEFENDANT.

CASE NO.: D-13-477883-D
DEPARTMENT S
Courtroom 7

13 **NOTICE OF RESCHEDULING OF HEARING**

14 Please be advised that the date and time of a hearing set before the Honorable
15 Vincent Ochoa, has been changed. **The Motion to Reduce Arrearages,**
16 **Interest, and Penalties to Judgment; to Modify Alimony; to Review Child**
17 **Support, for Sanctions and Attorney's Fees and Costs, presently**
18 **scheduled for the 12th day of June, 2019, at 10:00 a.m., has been**
19 **rescheduled to the 22nd day of August, 2019, at 9:15 a.m. at the Family**
20 **Courts & Services Center, Courtroom 7.**

21
22 Honorable Vincent Ochoa

23 By: /S/ Deniece Lopez
24 Judicial Executive Assistant
25 Department S
26
27
28

1
2 **CERTIFICATE OF MAILING**

3 I hereby certify that the foregoing Notice of Rescheduling Hearing was:

4 ☒ E-served pursuant to NEFCR 9, or placed in the folder of counsel
5 maintained in the Office of the Clerk of Court.

6 Bartholomew M Mahoney; Radford J Smith, Esq

7 ☒ E-Served pursuant to NEFCR 9, or mailed, via first-class mail, postage fully
8 prepaid to:

9 Bartholomew M Mahoney
10 4795 Frankfurt CT
Las Vegas, NV 89147

11
12
13 Radford J Smith
14 2470 St. Rose PKWY STE 206
15 Henderson, NV 89074

16
17 /s/ Deniece Lopez
18 Judicial Executive Assistant
19 Department S
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1 NOEJ

2 RADFORD J. SMITH, CHARTERED

3 KIMBERLY A. MEDINA, ESQ.

4 Nevada State Bar No. 014085

5 2470 St. Rose Parkway Suite 206

6 Henderson, Nevada 89014

7 Phone: (702) 990-6448; Fax: (702) 990-6456

8 Email: kmedina@radfordsmith.com

9 Attorneys for Defendant

**DISTRICT COURT
CLARK COUNTY, NEVADA**

10 BARTHOLOMEW M. MAHONEY, JR.,

CASE NO.: D-13-477883-D

DEPT NO.: S

11 Plaintiff,

12 vs.

FAMILY DIVISION

13 BONNIE M. MAHONEY,

14 Defendant.

**NOTICE OF ENTRY OF ORDER GRANTING EX PARTE REQUEST TO
CONTINUE HEARING**

15
16
17
18
19 PLEASE TAKE NOTICE that on the 7th day of June, 2019, the Honorable Vincent
20 Ochoa entered an Order Granting Ex Parte Request to Continue Hearing, a copy of which
21 is attached hereto.

22
23 Date this 7th day of June, 2019.

24 RADFORD J. SMITH, CHARTERED

25 

26 KIMBERLY A. STUTZMAN, ESQ.

27 Nevada Bar No. 014085

28 2470 St. Rose Parkway, Suite 206

Henderson, Nevada 89074

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I served the foregoing document described as "NOTICE OF ENTRY OF ORDER GRANTING EX PARTE REQUEST TO CONTINUE HEARING" on this 7th day of June, 2019, to all interested parties as follows:

Philip

An Employee of Radford J. Smith, Chartered



1 **ORDR**

2 RADFORD J. SMITH, CHARTERED
3 KIMBERLY A. STUTZMAN, ESQ.

4 Nevada Bar No. 014085

5 2470 St. Rose Parkway, Suite 206

6 Henderson, Nevada 89074

7 Telephone: (702) 990-6448

8 Facsimile: (702) 990-6456

9 kstutzman@radfordsmith.com

10 *Attorney for Defendant*

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 BARTHOLOMEW M. MAHONEY, JR.,

14 Plaintiff,

15 vs.

16 BONNIE M. MAHONEY,

17 Defendant.

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

FAMILY DIVISION

18 **ORDER GRANTING EX PARTE TO CONTINUE HEARING**

19 DATE OF HEARING: June 12, 2019

20 TIME OF HEARING: 10:00 a.m.

21 Pursuant to the EX PARTE REQUEST FOR ORDER TO CONTINUE THE
22 HEARING of Defendant, BONNIE MAHONEY ("Bonnie"), by and through her
23 attorney, Kimberly A. Stutzman, Esq., of the law firm of Radford J. Smith, Chartered,
24 and good cause appearing therefore,
25
26
27

28 **RECEIVED**

JUN 3 - 2019

DEPT. S

1 IT IS HEREBY ORDERED that the Defendant's EX PARTE REQUEST FOR
2 ORDER TO CONTINUE THE HEARING on her Motion to Reduce Arrearages, Interest,
3 and Penalties to Judgment; to Modify Alimony; to Review Child Support, for Sanctions
4 and Attorney's Fees and Costs ("Motion") is GRANTED.
5

6 IT IS FURTHER ORDERED that the hearing of Defendant's Motion shall be, and
7 is hereby, continued to the 22 day of AUGUST, 2019, at the hour of
8 9:15 a.m.
9

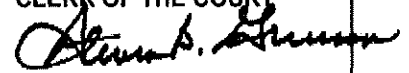
10 Dated this 5 day of June, 2019.
11

12
13 Vincent Ochoa
14 DISTRICT JUDGE (14)

15 VINCENT OCHOA

16 Submitted by:
17 RADFORD J. SMITH, CHARTERED

18 K. Stutzman
19 KIMBERLY A. STUTZMAN, ESQ.
20 Nevada Bar No. 014085
21 2470 St. Rose Parkway, Suite 206
22 Henderson, Nevada 89074
Attorney for Defendant
23
24
25
26
27
28



1 CSERV
2 RADFORD J. SMITH, CHARTERED
3 KIMBERLY A. MEDINA, ESQ.
4 Nevada State Bar No. 014085
5 2470 St. Rose Parkway Suite 206
6 Henderson, Nevada 89014
7 Telephone No.: (702) 990-6448
8 Facsimile No.: (702) 990-6456
9 Email: kmedina@radfordsmith.com
10 *Attorneys for Defendant*

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 BARTHOLOMEW M. MAHONEY, JR.,

14 Plaintiff,

15 vs.

16 BONNIE M. MAHONEY,

17 Defendant.

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

FAMILY DIVISION

18 **CERTIFICATE OF SERVICE**

19 I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm").
20
21 I am over the age of 18 and not a party to the within action. I am "readily familiar" with
22 firm's practice of collection and processing correspondence for mailing. Under the
23 Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as
24 stated below, with postage thereon fully prepaid.
25
26

27 ...

28 ...

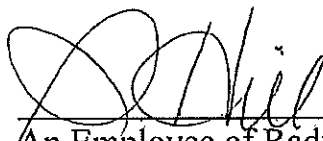
1 That on the 25th day of June, 2019, I served a copy of the following documents:

- 2 1. Motion to Reduce Arrearages, Interest and Penalties to Judgment; To Modify
3 Alimony; To Review Child Support, For Sanctions and Attorney's Fees and
4 Costs;
- 5 2. Defendant's Exhibits to Her Motion;
- 6 3. Schedule of Arrearages;
- 7 4. General Financial Disclosure Form;
- 8 5. Notice of Hearing;
- 9 6. Ex Parte Request for Order to Continue the Hearing;
- 10 7. Notice of Rescheduling of Hearing;
- 11 8. Certificate of Service;
- 12 9. Order Granting Ex Parte Request to Continue Hearing; and
- 13 10. Notice of Entry of Order Granting Ex Parte Request to Continue Hearing.

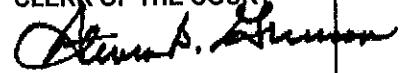
14 to all interested parties as follows:

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

17 Bartholomew M. Mahoney, Jr.
18 7690 Rafael Rivera Way, Unit 1300
19 Las Vegas, Nevada 89113
20 Plaintiff in Proper Person
21 *Via Certified Mail, Return Receipt Requested*
22 *Airbill No.: 7008 1830 0000 9027 8311*

23 

24 An Employee of Radford J. Smith, Chartered



1 **REQT**

2 RADFORD J. SMITH, CHARTERED
3 KIMBERLY A. STUTZMAN, ESQ.

4 Nevada Bar No. 014085

5 2470 St. Rose Parkway, Suite 206

6 Henderson, Nevada 89074

7 Telephone: (702) 990-6448

8 Facsimile: (702) 990-6456

9 kstutzman@radfordsmith.com

10 *Attorneys for Defendant*

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 BARTHOLOMEW M. MAHONEY, JR.,

14 Plaintiff,

15 vs.

16 BONNIE M. MAHONEY,

17 Defendant.

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

FAMILY DIVISION

18 **REQUEST FOR SUBMISSION OF MOTION PURSUANT TO EDCR 5.502**

19
20 On May 5, 2019, Defendant, BONNIE M. MAHONEY ("Bonnie"), filed a Motion
21 To Reduce Arrearages, Interest, And Penalties To Judgment; To Modify Alimony; To
22 Review Child Support, For Sanctions And Attorney's Fees And Costs. The hearing of
23 that Motion was originally scheduled for June 12, 2019 at 10:00 a.m. The hearing was
24 rescheduled for August 22, 2019 at 9:15 a.m.

25
26 Upon information and belief, Plaintiff, Bartholomew Mahoney, ("Bart") resided at
27 4795 Frankfurt Court, Las Vegas, Nevada 89147 ("Frankfurt Court"). This address is
28

1 listed on the online Register of Actions. It is also the address provided on the Notice of
2 Withdrawal of Counsel, filed February 8, 2016 by Attorney Roger A. Giuliani.

3
4 On May 9, 2019, counsel mailed the Motion, General Financial Disclosure Form,
5 Schedule of Arrears, and Notice of Hearing to the Frankfurt Court residence.

6
7 On May 23, 2019, counsel received the documents back marked as "Return to
8 Sender, Attempted – Not Know, Unable to Forward, Return to Sender." See Exhibit "A"
9 to Defendant's Ex Parte Application to Continue the June 12th Hearing.

10
11 On or about June 25, 2019, counsel learned of another address for Plaintiff. Upon
12 information and belief, Plaintiff currently resides at 7690 Rafael Rivera Way, Unit 1300,
13 Las Vegas, Nevada 89113. All of the relevant court documents were mailed to Plaintiff at
14 that address.

15
16 On June 26, 2019, the documents were successfully delivered. See USPS Tracking
17 printout of Tracking No. 7008183000090278311, submitted as Exhibit "A" to this
18 Request.
19

20
21 Plaintiff was required to file a response to that Motion on or before July 12, 2019.
22 As of the date of this request, a response has not been served on Defendant's counsel or
23 filed with the court.

24
25 EDCR 5.502 states in relevant part –

26
27 (d) Within 10 days after service of the motion, the opposing party must
28 serve and file a written opposition thereto, together with a memorandum of
points and authorities and supporting affidavits, if any, stating facts showing
why the motion should be denied. *Failure of the opposing party to serve*

1 *and file a written opposition may be construed as an admission that the*
2 *motion is meritorious and a consent to granting the same.¹*

3 See EDCR 5.502(d)[emphasis added.]

4 Here, Plaintiff's failure to file a written opposition should be construed as an
5 admission that the Defendant's Motion is meritorious and that he is consenting to the
6 Court granting Defendant's Motion in its entirety. For these reasons, Defendant requests
7 the same be vacated from the calendar and immediately submitted to the chambers of the
8 court for submission on the paper. A proposed order is submitted herewith.

9 Dated this 27th day of July 2019.

10 RADFORD J. SMITH, CHARTERED

11 K. Stutzman
12 KIMBERLY A. STUTZMAN, ESQ.
13 Nevada State Bar No. 014085
14 2470 St. Rose Parkway, Suite 200
15 Henderson, Nevada 89074
16 kstutzman@radfordsmith.com
17 Attorneys for Defendant

18
19
20
21
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25
26
27
28 ¹ Defendant has allotted fourteen (14) calendar days plus three (3) days for mailing.

1 **ORDR**

2 RADFORD J. SMITH CHARTERED

3 KIMBERLY A. STUTZMAN, ESQ.

4 Nevada Bar No. 014085

5 2470 St. Rose Parkway, Suite 206

6 Henderson, Nevada 89074

7 Telephone (702) 990-6448

8 Facsimile (702) 990-6456

9 kstutzman@radfordsmith.com

10 *Attorneys for Defendant*

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 BARTHOLOMEW M. MAHONEY, JR.,

14 Plaintiff,

15 vs.

16 BONNIE M. MAHONEY,

17 Defendant.

CASE NO.: D-13-477883-D

DEPT NO.: S

FAMILY DIVISION

18 **ORDER GRANTING MOTION TO REDUCE ARREARAGES, INTEREST, AND**
19 **PENALTIES TO JUDGMENT; TO MODIFY ALIMONY; TO REVIEW CHILD**
20 **SUPPORT, FOR SANCTIONS AND ATTORNEY'S FEES AND COSTS**

21 DATE OF HEARING: August 22, 2019

22 TIME OF HEARING: 9:15 a.m.

23 Defendant, BONNIE MAHONEY ("Bonnie"), by her attorney of record, Kimberly
24 A. Stutzman, Esq. of Radford J. Smith, Chartered filed a Motion to Enforce Decree of
25 Divorce, For Attorney's Fees and Costs. Plaintiff, BARTHOLOMEW MAHONEY, not
26
27
28

1 having filed a timely Opposition thereto; and good cause appearing therefore, makes the
2 following findings and orders:
3

4 THE COURT HEREBY FINDS that on May 5, 2019, Defendant, BONNIE M.
5 MAHONEY ("Bonnie"), filed a Motion To Reduce Arrearages, Interest, And Penalties To
6 Judgment; To Modify Alimony; To Review Child Support, For Sanctions And Attorney's
7 Fees And Costs ("Motion"). The hearing of that Motion was originally scheduled for June
8 12, 2019 at 10:00 a.m. The hearing was rescheduled for August 22, 2019 at 9:15 a.m.
9

10
11 THE COURT FURTHER FINDS that upon information and belief, Plaintiff,
12 Bartholomew Mahoney, ("Bart") resided at 4795 Frankfurt Court, Las Vegas, Nevada
13 89147 ("Frankfurt Court"), that this address is listed on the online Register of Actions,
14 and it is also the address provided on the Notice of Withdrawal of Counsel, filed February
15 8, 2016 by Attorney Roger A. Giuliani.
16
17

18 THE COURT FURTHER FINDS that on May 9, 2019, counsel mailed the Motion,
19 General Financial Disclosure Form, Schedule of Arrears, and Notice of Hearing to the
20 Frankfurt Court residence.
21

22 THE COURT FURTHER FINDS that on May 23, 2019, counsel received the
23 documents back marked as "Return to Sender, Attempted – Not Know, Unable to
24 Forward, Return to Sender." See Exhibit "A" to Defendant's Ex Parte Application to
25 Continue the June 12th Hearing.
26
27
28

1 THE COURT FURTHER FINDS that on or about June 25, 2019, counsel learned of
2 another address for Plaintiff, and upon information and belief, Plaintiff currently resides at
3 that address, which is 7690 Rafael Rivera Way, Unit 1300, Las Vegas, Nevada 89113.
4 The relevant court documents were mailed to Plaintiff at that address.
5

6 THE COURT FURTHER FINDS that on June 26, 2019, the documents were
7 successfully delivered to Plaintiff.
8

9 THE COURT FURTHER FINDS that Plaintiff was required to file a response to
10 that Motion on or before July 12, 2019. As of the date of this request, a response has not
11 been served on Defendant's counsel or filed with the court.
12

13 THE COURT FURTHER FINDS that EDCR 5.502 states in relevant part –
14

15 (d) Within 10 days after service of the motion, the opposing party must serve
16 and file a written opposition thereto, together with a memorandum of points
17 and authorities and supporting affidavits, if any, stating facts showing why
18 the motion should be denied. *Failure of the opposing party to serve and file*
19 *a written opposition may be construed as an admission that the motion is*
*meritorious and a consent to granting the same.*¹

20 See EDCR 5.502(d)[emphasis added.]
21

22 THE COURT FURTHER FINDS that Plaintiff's failure to file a written opposition
23 should be construed as an admission that the Defendant's Motion is meritorious and that
24 he is consenting to the Court granting Defendant's Motion in its entirety.
25
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¹ Defendant has allotted fourteen (14) calendar days plus three (3) days for mailing.

1 THEREFORE,

2 IT IS HEREBY ORDERED that Defendant's Motion is hereby GRANTED in its
3
4 entirety.

5 IT IS FURTHER ORDERED that Plaintiff, BARTHOLOMEW M. MAHONEY,
6
7 JR.s total amount of child and spousal support, attorney fees, and health insurance
8 arrearages, including interest and penalties, in the amount of \$53,257.86 is REDUCED
9 TO JUDGMENT and collectable by all legal means. This amount includes penalties and
10 interest as calculated in Defendant's Schedule of Arrears, attached hereto as Exhibit "A."
11

12 IT IS FURTHER ORDERED that Plaintiff is SANCTIONED pursuant to EDCR
13
14 7.60 for his failure to abide by the Court's Orders.

15 IT IS FURTHER ORDERED that Defendant shall submit a Memorandum of
16
17 Attorney's Fees and Costs within five (5) days of the Notice of the Entry of the Order,
18 pursuant to NRS 18.110.

19 IT IS FURTHER ORDERED that the last order regarding child support was filed
20
21 on February 3, 2016 and that pursuant to NRS 125B.145, child support shall be reviewed
22 and modified.

23 IT IS FURTHER ORDERED that pursuant to NRS 125.150(8), alimony shall be
24
25 modified and extended. Alimony shall be extended by twenty-four (24) months and shall
26 end on September 1, 2021. Plaintiff shall continue to pay Defendant \$2,668 per month as
27
28

1 and for alimony pursuant to the terms outlined in the Decree of Divorce except as
2 otherwise modified herein.
3

4 IT IS FURTHER ORDERED that DISCOVERY shall be OPEN.

5 IT IS FURTHER ORDERED that the hearing on Defendant's Motion currently
6 scheduled for August 22, 2019 at 9:15 a.m. is hereby VACATED.
7

8 Dated this _____ day of _____, 2018.
9

10
11 _____
DISTRICT COURT JUDGE

12 *Submitted by:*

13 RADFORD J. SMITH CHARTERED

14 
15 _____
KIMBERLY A. STUTZMAN, ESQ.

16 Nevada Bar No. 014085

17 2470 St. Rose Parkway, Suite 206

18 Henderson, Nevada 89074

19 Telephone (702) 990-6448

20 Facsimile (702) 990-6456

kstutzman@radfordsmith.com

21 *Attorneys for Defendant*
22
23
24
25
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28

EXHIBIT “A”

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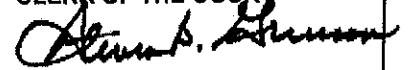
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Feedback



1 CSERV

2 RADFORD J. SMITH, CHARTERED

3 KIMBERLY A. MEDINA, ESQ.

4 Nevada State Bar No. 014085

5 2470 St. Rose Parkway Suite 206

6 Henderson, Nevada 89014

7 Telephone No.: (702) 990-6448

8 Facsimile No.: (702) 990-6456

9 Email: kmedina@radfordsmith.com

10 *Attorneys for Defendant*

11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 BARTHOLOMEW M. MAHONEY, JR.,

CASE NO.: D-13-477883-D

DEPT NO.: S

14 Plaintiff,

15 vs.

FAMILY DIVISION

16 BONNIE M. MAHONEY,

17 Defendant.

18 CERTIFICATE OF SERVICE

19 I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm").

20 I am over the age of 18 and not a party to the within action. I am "readily familiar" with
21 firm's practice of collection and processing correspondence for mailing. Under the
22 Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as
23 stated below, with postage thereon fully prepaid.
24
25
26

27 ...

28 ...

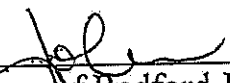
1 That on the 24th day of July, 2019, I served a copy of the following documents:

2 1. REQUEST FOR SUBMISSION OF MOTION PURSUANT TO EDCR 5.502



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

7 Bartholomew M. Mahoney, Jr.
8 7690 Rafael Rivera Way, Unit 1300
9 Las Vegas, Nevada 89113
10 Plaintiff in Proper Person

11
12 
13 An Employee of Radford J. Smith, Chartered



1 REQT

2 RADFORD J. SMITH, CHARTERED

3 KIMBERLY A. STUTZMAN, ESQ.

4 Nevada Bar No. 014085

5 2470 St. Rose Parkway, Suite 206

6 Henderson, Nevada 89074

7 Telephone: (702) 990-6448

8 Facsimile: (702) 990-6456

9 kstutzman@radfordsmith.com

10 *Attorneys for Defendant*

11
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DISTRICT COURT
CLARK COUNTY, NEVADA

BARTHOLOMEW M. MAHONEY, JR.,

Plaintiff,

vs.

BONNIE M. MAHONEY,

Defendant.

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

FAMILY DIVISION

REQUEST FOR SUBMISSION OF MOTION PURSUANT TO EDCR 5.502

On May 5, 2019, Defendant, BONNIE M. MAHONEY ("Bonnie"), filed a Motion To Reduce Arrearages, Interest, And Penalties To Judgment; To Modify Alimony; To Review Child Support, For Sanctions And Attorney's Fees And Costs. The hearing of that Motion was originally scheduled for June 12, 2019 at 10:00 a.m. The hearing was rescheduled for August 22, 2019 at 9:15 a.m.

Upon information and belief, Plaintiff, Bartholomew Mahoney, ("Bart") resided at 4795 Frankfurt Court, Las Vegas, Nevada 89147 ("Frankfurt Court"). This address is

1 listed on the online Register of Actions. It is also the address provided on the Notice of
2 Withdrawal of Counsel, filed February 8, 2016 by Attorney Roger A. Giuliani.

3
4 On May 9, 2019, counsel mailed the Motion, General Financial Disclosure Form,
5 Schedule of Arrears, and Notice of Hearing to the Frankfurt Court residence.

6
7 On May 23, 2019, counsel received the documents back marked as "Return to
8 Sender, Attempted – Not Know, Unable to Forward, Return to Sender." See Exhibit "A"
9 to Defendant's Ex Parte Application to Continue the June 12th Hearing.

10
11 On or about June 25, 2019, counsel learned of another address for Plaintiff. Upon
12 information and belief, Plaintiff currently resides at 7690 Rafael Rivera Way, Unit 1300,
13 Las Vegas, Nevada 89113. All of the relevant court documents were mailed to Plaintiff at
14 that address.

15
16 On June 26, 2019, the documents were successfully delivered. See USPS Tracking
17 printout of Tracking No. 7008183000090278311, submitted as Exhibit "A" to this
18 Request.
19

20
21 Plaintiff was required to file a response to that Motion on or before July 12, 2019.
22 As of the date of this request, a response has not been served on Defendant's counsel or
23 filed with the court.
24

25 EDCR 5.502 states in relevant part –

26 (d) Within 10 days after service of the motion, the opposing party must
27 serve and file a written opposition thereto, together with a memorandum of
28 points and authorities and supporting affidavits, if any, stating facts showing
why the motion should be denied. *Failure of the opposing party to serve*

1 *and file a written opposition may be construed as an admission that the*
2 *motion is meritorious and a consent to granting the same.¹*

3 *See EDCR 5.502(d)[emphasis added.]*

4
5 Here, Plaintiff's failure to file a written opposition should be construed as an
6 admission that the Defendant's Motion is meritorious and that he is consenting to the
7 Court granting Defendant's Motion in its entirety. For these reasons, Defendant requests
8 the same be vacated from the calendar and immediately submitted to the chambers of the
9 court for submission on the paper. A proposed order is submitted herewith.
10

11 Dated this 27th day of July 2019.

12
13 RADFORD J. SMITH, CHARTERED

14 K. Stutzman
15 KIMBERLY A. STUTZMAN, ESQ.
16 Nevada State Bar No. 014085
17 2470 St. Rose Parkway, Suite 200
18 Henderson, Nevada 89074
19 kstutzman@radfordsmith.com
20 Attorneys for Defendant
21
22
23
24
25
26
27
28

¹ Defendant has allotted fourteen (14) calendar days plus three (3) days for mailing.

1 **ORDR**
2 RADFORD J. SMITH CHARTERED
3 KIMBERLY A. STUTZMAN, ESQ.
4 Nevada Bar No. 014085
5 2470 St. Rose Parkway, Suite 206
6 Henderson, Nevada 89074
7 Telephone (702) 990-6448
8 Facsimile (702) 990-6456
9 kstutzman@radfordsmith.com
10 *Attorneys for Defendant*

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 BARTHOLOMEW M. MAHONEY, JR.,

14 Plaintiff,

15 vs.

16 BONNIE M. MAHONEY,

17 Defendant.

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

FAMILY DIVISION

18 **ORDER GRANTING MOTION TO REDUCE ARREARAGES, INTEREST, AND**
19 **PENALTIES TO JUDGMENT; TO MODIFY ALIMONY; TO REVIEW CHILD**
20 **SUPPORT, FOR SANCTIONS AND ATTORNEY'S FEES AND COSTS**

21 DATE OF HEARING: August 22, 2019

22 TIME OF HEARING: 9:15 a.m.

23 Defendant, BONNIE MAHONEY ("Bonnie"), by her attorney of record, Kimberly
24 A. Stutzman, Esq. of Radford J. Smith, Chartered filed a Motion to Enforce Decree of
25 Divorce, For Attorney's Fees and Costs. Plaintiff, BARTHOLOMEW MAHONEY, not
26
27
28

1 having filed a timely Opposition thereto; and good cause appearing therefore, makes the
2 following findings and orders:
3

4 THE COURT HEREBY FINDS that on May 5, 2019, Defendant, BONNIE M.
5 MAHONEY ("Bonnie"), filed a Motion To Reduce Arrearages, Interest, And Penalties To
6 Judgment; To Modify Alimony; To Review Child Support, For Sanctions And Attorney's
7 Fees And Costs ("Motion"). The hearing of that Motion was originally scheduled for June
8 12, 2019 at 10:00 a.m. The hearing was rescheduled for August 22, 2019 at 9:15 a.m.
9
10

11 THE COURT FURTHER FINDS that upon information and belief, Plaintiff,
12 Bartholomew Mahoney, ("Bart") resided at 4795 Frankfurt Court, Las Vegas, Nevada
13 89147 ("Frankfurt Court"), that this address is listed on the online Register of Actions,
14 and it is also the address provided on the Notice of Withdrawal of Counsel, filed February
15 8, 2016 by Attorney Roger A. Giuliani.
16
17

18 THE COURT FURTHER FINDS that on May 9, 2019, counsel mailed the Motion,
19 General Financial Disclosure Form, Schedule of Arrears, and Notice of Hearing to the
20 Frankfurt Court residence.
21

22 THE COURT FURTHER FINDS that on May 23, 2019, counsel received the
23 documents back marked as "Return to Sender, Attempted – Not Know, Unable to
24 Forward, Return to Sender." See Exhibit "A" to Defendant's Ex Parte Application to
25 Continue the June 12th Hearing.
26
27
28

1 THE COURT FURTHER FINDS that on or about June 25, 2019, counsel learned of
2 another address for Plaintiff, and upon information and belief, Plaintiff currently resides at
3 that address, which is 7690 Rafael Rivera Way, Unit 1300, Las Vegas, Nevada 89113.
4 The relevant court documents were mailed to Plaintiff at that address.
5

6 THE COURT FURTHER FINDS that on June 26, 2019, the documents were
7 successfully delivered to Plaintiff.
8

9 THE COURT FURTHER FINDS that Plaintiff was required to file a response to
10 that Motion on or before July 12, 2019. As of the date of this request, a response has not
11 been served on Defendant's counsel or filed with the court.
12

13 THE COURT FURTHER FINDS that EDCR 5.502 states in relevant part —
14

15 (d) Within 10 days after service of the motion, the opposing party must serve
16 and file a written opposition thereto, together with a memorandum of points
17 and authorities and supporting affidavits, if any, stating facts showing why
18 the motion should be denied. *Failure of the opposing party to serve and file*
19 *a written opposition may be construed as an admission that the motion is*
*meritorious and a consent to granting the same.*¹

20 See EDCR 5.502(d)[emphasis added.]

21 THE COURT FURTHER FINDS that Plaintiff's failure to file a written opposition
22 should be construed as an admission that the Defendant's Motion is meritorious and that
23 he is consenting to the Court granting Defendant's Motion in its entirety.
24
25
26
27

28

¹ Defendant has allotted fourteen (14) calendar days plus three (3) days for mailing.

1 THEREFORE,

2 IT IS HEREBY ORDERED that Defendant's Motion is hereby GRANTED in its
3
4 entirety.

5 IT IS FURTHER ORDERED that Plaintiff, BARTHOLOMEW M. MAHONEY,
6
7 JR.s total amount of child and spousal support, attorney fees, and health insurance
8 arrearages, including interest and penalties, in the amount of \$53,257.86 is REDUCED
9
10 TO JUDGMENT and collectable by all legal means. This amount includes penalties and
11 interest as calculated in Defendant's Schedule of Arrears, attached hereto as Exhibit "A."

12 IT IS FURTHER ORDERED that Plaintiff is SANCTIONED pursuant to EDCR
13
14 7.60 for his failure to abide by the Court's Orders.

15 IT IS FURTHER ORDERED that Defendant shall submit a Memorandum of
16
17 Attorney's Fees and Costs within five (5) days of the Notice of the Entry of the Order,
18 pursuant to NRS 18.110.

19 IT IS FURTHER ORDERED that the last order regarding child support was filed
20
21 on February 3, 2016 and that pursuant to NRS 125B.145, child support shall be reviewed
22 and modified.

23 IT IS FURTHER ORDERED that pursuant to NRS 125.150(8), alimony shall be
24
25 modified and extended. Alimony shall be extended by twenty-four (24) months and shall
26
27 end on September 1, 2021. Plaintiff shall continue to pay Defendant \$2,668 per month as
28

1 and for alimony pursuant to the terms outlined in the Decree of Divorce except as
2 otherwise modified herein.

3
4 IT IS FURTHER ORDERED that DISCOVERY shall be OPEN.

5 IT IS FURTHER ORDERED that the hearing on Defendant's Motion currently
6 scheduled for August 22, 2019 at 9:15 a.m. is hereby VACATED.
7

8 Dated this _____ day of _____, 2018.

9
10 _____
11 DISTRICT COURT JUDGE

12 Submitted by:

13 RADFORD J. SMITH CHARTERED

14 K. Stutzman
15 KIMBERLY A. STUTZMAN, ESQ.

16 Nevada Bar No. 014085

17 2470 St. Rose Parkway, Suite 206

18 Henderson, Nevada 89074

19 Telephone (702) 990-6448

20 Facsimile (702) 990-6456

21 kstutzman@radfordsmith.com

22 Attorneys for Defendant
23
24
25
26
27
28

EXHIBIT "A"

7/23/2019

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08/16/2019

Heather A. Shuman
CLERK OF THE COURT

1 NOTC

2 The Grigsby Law Group
3 A Professional Corporation

4 Aaron D. Grigsby, Esq.

5 Nevada Bar No. 9043

6 624 S. 10th Street,

7 Las Vegas, Nevada 89101

8 (702) 202-5235

9 (702) 944-7856

10 aaron@grigsbylawgroup.com

11 Attorney for Bartholomew Mahoney

12 DISTRICT COURT

13 FAMILY DIVISION

14 CLARK COUNTY, NEVADA

15 BARTHOLOMEW MAHONEY,

16 Plaintiff,

Case No. D-13-477883-D

17 vs.

Dept. No. S

18 BONNIE MAHONEY,

19 Defendant,

20 **NOTICE OF APPEARANCE OF COUNSEL**

21 PLEASE TAKE NOTICE that Aaron D. Grigsby, Esq.,
22 of The Grigsby Law Group APC, hereby enters his
23 appearance as counsel of record for the Plaintiff,
24 Bartholomew Mahoney and request Discovery according
25 to the rules.

26 //

27 //

28 //

//

//

The Grigsby Law Group
624 S. 10th Street,
Las Vegas, Nevada 89101
Tel: (702) 202-5235

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DATED this 16th day of August, 2019

THE GRIGSBY LAW GROUP
A Professional Corporation

By: /s/ Aaron Grigsby
Aaron D. Grigsby, Esq.
624 S. Tenth Street
Las Vegas, Nevada 89101
aaron@grigsbylawgroup.com

The Grigsby Law Group
624 S. 10th Street,
Las Vegas, Nevada 89101
Tel: (702) 202-5235

CERTIFICATE OF SERVICE

I hereby certify that service of the Notice of Appearance was made on the 16th day of August, 2019, pursuant to NRCP 5(b) and pursuant to EDCR 8.05(2), EDCR 8.05(f) and Administrative Order 14-2, by mandatory electronic service through the Eighth Judicial District Court's electronic filing system or United States Mail to the following address.

Kimberly A. Stutzman, Esq
Radford J. Smith, Shartered
2470 St. Rose Parkway Ste. 206
Henderson, Nevada 89014

/s/ Jackson Newark
Employee of The Grigsby Law Group

Steven D. Grierson

1 OPPC
2 The Grigsby Law Group
3 A Professional Corporation
4 Aaron D. Grigsby, Esq.
5 Nevada Bar No. 9043
6 624 S. 10th Street,
7 Las Vegas, Nevada 89101
8 (702) 202-5235
9 (702) 944-7856
10 aaron@grigsbylawgroup.com
11 Attorney for Bartholomew Mahoney

12 DISTRICT COURT
13 FAMILY DIVISION
14 CLARK COUNTY, NEVADA

15 BARTHOLOMEW MAHONEY,

16 Plaintiff,

Case No. D-13-477883-D

17 vs.

Dept. No. S

18 BONNIE MAHONEY,

19 Defendant,

20 OPPOSITION TO MOTION TO REDUCE ARREARAGES, INTEREST
21 AND PENALTIES TO JUDGMENT; TO MODIFY ALIMONY; TO
22 REVIEW CHILD SUPPORT, FOR SANCTIONS AND ATTORNEY'S
23 FEES AND COSTS AND COUNTERMOTION TO STRIKE MOTION AND
24 FOR ATTORNEY'S FEES AND COSTS

25 COMES NOW, Plaintiff, Bartholomew Mahoney by and
26 through his counsel, Aaron D. Grigsby, Esq. of the
27 Grigsby Law Group A.P.C, in Opposition to Motion to
28 Reduce Arrearages, Interest and Penalties to
Judgment; to Modify Alimony; to Review Child Support,
for Sanctions and Attorney's Fees and Costs and

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

6 **MEMORANDUM OF POINTS AND AUTHORITIES**

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

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

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

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

3 **III. Jurisdiction**

4 "Subject matter jurisdiction deals with [a]
5 court's competence to hear a particular category of
6 cases²." "The burden of proving the jurisdictional
7 requirement is properly placed on the plaintiff³."
8 Subject matter jurisdiction derived from the
9 constitution or a statute, cannot be conferred on a
10 court by the parties' consent, agreement or waiver⁴.
11 The Uniform Child Custody Jurisdiction and
12 Enforcement Act (hereinafter UCCJEA), buttressed by
13 the Parental Kidnapping Prevention Act (hereinafter
14 PKPA) is the exclusive method of determining subject
15 matter jurisdiction in custody cases. Nevada is the
16 home state of the subject minor⁵.

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

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

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

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

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

27 ⁵ NRS 125A

28 ⁶ EDCR 5.501(a)

1 applicable procedural rule regarding attempts at
2 resolution.

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

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

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

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

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

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

3 **VII. Payment of Bonuses**

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

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

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

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

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

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

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

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

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

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

23 ⁸ NRS 11.190

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

25 ¹⁰ NRS 11.200

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

28 ¹² Id at 611

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

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

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

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

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

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

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

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

16 **X. Request for Sanctions**

17 **(a) Contempt**

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

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

27 ¹⁶ NRS 1.210(3)

28 ¹⁷ NRS 22.010(3)

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

11 However, the burden of proof is different from
12 the burden of going forward, that is the burden to
13 produce evidence. Once the district court determines
14 that a movant has presented evidence sufficient to
15 establish a prima facie showing that these three
16 elements have been satisfied, the burden of producing
17 evidence shifts to the defendant to justify the
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22 ¹⁸ Elec. Workers Pension v. Gary's Elec., 340 F.3d 373, 379 (6th Cir. 2003)
23 ; S.E.C. v. Showalter, 227 F. Supp. 2d 110, 120 (D.D.C 2002); Bad Ass
24 Coffee of Hawaii v. Bad Ass Ltd. Partner, 95 F. Supp. 2d 1252, 1256 (D.
25 Utah 2000); Arthur Young & Co. v. Kelly, 588 N.E. 2d 233, 239 (Ohio Ct. App.
26 1990)

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

28 ²⁰ Id.

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

3 (b) Jurisdiction

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

9 "While courts have inherent power "to protect and
10 defend their decrees by contempt proceedings²⁴," they
11 are nevertheless bound by statute^{25, 26}." The court
12 presiding over indirect contempt proceedings acquires
13 no jurisdiction to proceed until a sufficient
14 affidavit is presented²⁷. To be sufficient, an
15 affidavit must state a prima facie case against the
16

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

21 ²² Id

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

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

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

26 ²⁶ Awad at 409

27 ²⁷ Bandelin v. Quinlan, 94 Idaho 858, 499 P.2d 557 (1972); Jones v. Jones,

28 91 Idaho 578, 428 P.2d 497 (1967)

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

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

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

25
26 ²⁸ Whittle v. Seehusen, 113 Idaho 852, 748 P.2d 1382 (1987)

27 ²⁹ Awad at 410

28 ³⁰ EDCR 5.509

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

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

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

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

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

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

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

9 **(e) Willfulness**

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

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

25 ³² Id.

26 ³³ Id.

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

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

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

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

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

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

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

25
26 ³⁵ NRS 125B.145

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

1 attorney's fees pursuant to NRS 18.010(2)(b).³⁷
2 Specifically, NRS 18.010(2)(b) allows for attorneys:

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

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

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

23 COUNTERMOTION

24 **A. Strike Motion and Exhibits**

25 Bartholomew Mahoney is requesting that this Court
26 strike Defendant's Motion and the related exhibits.
27 Consistent with her ongoing theme, Defendant failed
28

³⁷ Love v. Love, 114 Nev. 572 (1998)

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

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

23 ³⁸ EDCR 5.205(b)

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

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

28 ⁴¹ Id

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

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

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

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

28 ⁴³ EDCR 5.502(g)

The Grigsby Law Group
624 S. 10th Street,
Las Vegas, Nevada 89101
Tel: (702) 202-5235

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

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

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

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

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

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

26 ⁴⁵ NRS 18.010(2)(b)

27 ⁴⁶ NRS 18.010(2)(b)

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

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

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

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

26 **CONCLUSION**

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

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

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DATED this 20th day of August, 2019

THE GRIGSBY LAW GROUP
A Professional Corporation

By: /s/ Aaron Grigsby
Aaron D. Grigsby, Esq.
624 S. Tenth Street
Las Vegas, Nevada 89101
aaron@grigsbylawgroup.com

The Grigsby Law Group
624 S. 10th Street,
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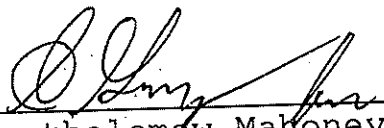
DECLARATION OF BARTHOLOMEW MAHONEY

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

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

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

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


Bartholomew Mahoney

The Grigsby Law Group
624 S. 10th Street,
Las Vegas, Nevada 89101
Tel: (702) 202-5235

CERTIFICATE OF SERVICE

I hereby certify that service of the Opposition to Motion to Reduce Arrearages, Interest and Penalties to Judgment; to Modify Alimony; to Review Child Support, for Sanctions and Attorney's Fees and Costs and Countermotion to Strike Motion and for Attorney's Fees and Costs was made on the 21st day of August, 2019, pursuant to NRCP 5(b) and pursuant to EDCR 8.05(2), EDCR 8.05(f) and Administrative Order 14-2, by mandatory electronic service through the Eighth Judicial District Court's electronic filing system or United States Mail to the following address.

Kimberly Stutzman, Esq
Radford J. Smith, Chartered
2470 St. Rose Parkway Suite 206
Henderson, Nevada 89014
kstutzman@radfordsmith.com

/s/ Jackson Newark
Employee of The Grigsby Law Group



1 NOEJ

2 RADFORD J. SMITH, CHARTERED

3 KIMBERLY A. MEDINA, ESQ.

4 Nevada State Bar No. 014085

5 2470 St. Rose Parkway Suite 206

6 Henderson, Nevada 89014

7 Phone: (702) 990-6448; Fax: (702) 990-6456

8 Email: kmedina@radfordsmith.com

9 *Attorneys for Defendant*

DISTRICT COURT
CLARK COUNTY, NEVADA

10 BARTHOLOMEW M. MAHONEY, JR.,

11 Plaintiff,

12 vs.

13 BONNIE M. MAHONEY,

14 Defendant.

CASE NO.: D-13-477883-D

DEPT NO.: S

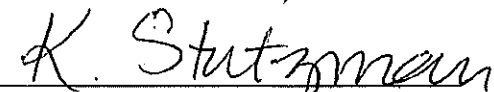
FAMILY DIVISION

16 **NOTICE OF ENTRY OF ORDER AFTER AUGUST 22, 2019 HEARING**

17 PLEASE TAKE NOTICE that on the 17th day of September 2019, the Honorable
18 Vincent Ochoa entered an Order After August 22, 2019 Hearing, a copy of which is
19 attached hereto.
20

21 Date this 18th day of September 2019.

22 RADFORD J. SMITH, CHARTERED

23 
24 KIMBERLY A. STUTZMAN, ESQ.

25 Nevada Bar No. 014085

26 2470 St. Rose Parkway, Suite 206

27 Henderson, Nevada 89074
28

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CERTIFICATE OF SERVICE

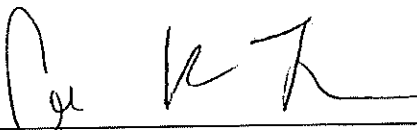
I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm"). I am over the age of 18 and not a party to the within action. I am "readily familiar" with firm's practice of collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.

I served the foregoing document described as "NOTICE OF ENTRY OF ORDER AFTER AUGUST 22, 2019 HEARING" on this 18th day of September 2019, to all interested parties as follows:

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

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

The Grigsby Law Group
Aaron D. Grigsby, Esq.
624S. 10th Street
Las Vegas, Nevada 89101
aaron@grigsbylawgroup.com
Plaintiff in Proper Person



An Employee of Radford J. Smith, Chartered

Steven D. Grierson

ORDER

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

BARTHOLOMEW M. MAHONEY, JR.,

Plaintiff,

vs,

BONNIE M. MAHONEY,

Defendant.

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

FAMILY DIVISION

ORDER AFTER AUGUST 22, 2019 HEARING

DATE: August 22, 2019

TIME: 9:15 a.m.

This matter having come on for hearing on Defendant's Motion To Reduce Arrearages, Interest, And Penalties To Judgment; To Modify Alimony; To Review Child Support, For Sanctions And Attorney's Fees And Costs ("Motion"); and on Plaintiff's Opposition to Motion to Reduce Arrearages, Interest and Penalties to Judgment, to Modify Alimony, to Review Child Support, for Sanctions and Attorney's Fees and Costs

RECEIVED

SEP 11 2019

DEPT. S

AA000216

1 and Countermotion to Strike Motion and for Attorney's Fees and Costs ("Opposition and
2 Countermotion"); Plaintiff, BARTHOLOMEW M. MAHONEY, JR., not present, but
3 represented by his attorneys, Aaron Grigsby, Esq. of The Grigsby Law Group, and
4 Defendant, BONNIE MAHONEY ("Bonnie"), present and represented by Kimberly A.
5 Stutzman, Esq. of the law firm of Radford J. Smith Chartered, having heard the
6 arguments of counsel, having reviewed the pleadings and papers on file in this matter,
7 being fully advised in the premises, and good cause appearing therefore, makes the
8 following findings and orders:
9

12 IT IS HEREBY ORDERED that Defendant properly raised the extension of her
13 alimony during the term of the same. Therefore, the Court will take the issue under
14 advisement.
15

16 IT IS FURTHER ORDERED that Plaintiff shall provide Defendant with all W2
17 forms issued to him for tax years 2015, 2016, 2017, and 2018.
18

19 IT IS FURTHER ORDERED that once Plaintiff provides his form W2 forms, then
20 discovery shall open.
21

22 IT IS FURTHER ORDERED that once discovery is open, then the parties shall
23 exchange bank records.
24

25 IT IS FURTHER ORDERED that Plaintiff shall file and serve a Financial
26 Disclosure Form pursuant to EDCR 5.506.
27
28

1 IT IS FURTHER ORDERED that Defendant's Motion and Plaintiff's Opposition
2 and Countermotion shall be continued for approximately sixty (60) days to November 13,
3 2019 at 9:15 a.m. at which time the Court will make further rulings.

4
5 IT IS FURTHER ORDERED that parties may submit additional briefing on the
6 alimony issue.
7

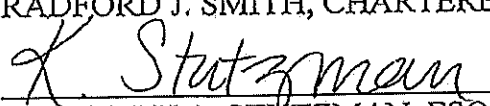
8 IT IS SO ORDERED.

9 Dated this 12 day of September 2019.

10
11 
12 DISTRICT COURT JUDGE *yno*

13 VINCENT OCHOA

14 Respectfully submitted by:
15 RADFORD J. SMITH, CHARTERED

16 
17 KIMBERLY A. STUTZMAN, ESQ.
18 Nevada State Bar No. 014085
19 2470 St. Rose Parkway, Suite 200
20 Henderson, Nevada 89074
21 kstutzman@radfordsmith.com
22 Attorneys for Defendant
23
24
25
26
27
28

Approved as to form and content:
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Attorneys for Plaintiff

Steven D. Grierson

1 **ROPP**

2 RADFORD J. SMITH, CHARTERED
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5 2470 St. Rose Parkway, Suite 206

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9 kstutzman@radfordsmith.com

10 *Attorney for Plaintiff*

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 BARTHOLOMEW M. MAHONEY, JR.,

14 Plaintiff,

15 vs.

16 BONNIE M. MAHONEY,

17 Defendant.

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

FAMILY DIVISION

ORAL ARGUMENT: Yes

18 **PLAINTIFF'S REPLY IN SUPPORT OF HER MOTION TO REDUCE**
19 **ARREARAGES, INTEREST, AND PENALTIES TO JUDGMENT; TO MODIFY**
20 **ALIMONY; TO REVIEW CHILD SUPPORT, FOR SANCTIONS AND**
21 **ATTORNEY'S FEES AND COSTS**

22 DATE OF HEARING: November 13, 2019

23 TIME OF HEARING: 9:15 a.m.

24 COMES NOW Defendant, BONNIE M. MAHONEY by and through her attorneys

25 Kimberly A. Stutzman, Esq. of the firm of Radford J. Smith, Chartered, and moves this

26 Court for its orders as follows:
27
28

1 1. For an Order Reducing Plaintiff, BARTHOLOMEW M. MAHONEY, JR.,
2
3 total amount of child and spousal support, attorney fees, and health insurance arrearages,
4 including interest and penalties, in the amount of \$58,929.52¹ to judgment;

5 2. For an Order sanctioning Plaintiff pursuant to EDCR 7.60 for his failure to
6
7 abide by the Court's Orders;

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

9
10 4. For a review, modification, and extension of Alimony pursuant to NRS
11 125.150(8);

12 5. For an Order directing Defendant to pay Bonnie's reasonable attorney fees
13
14 and costs; and

15 6. For such other and further relief as to the Court may find proper.
16

17 ...

18 ...

19 ...

20 ...

21 ...

22 ...

23 ...

24 ...

25 ...

26 ...

27 ...

28

¹ An Updated Schedule of Arrears shall be filed forthwith.

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

5 Dated this 4th day of October 2019.

6
7 RADFORD J. SMITH, CHARTERED

8 /s/ Kimberly A. Stutzman

9
10 KIMBERLY A. STUTZMAN, ESQ.

11 Nevada Bar No. 014085

12 2470 St. Rose Parkway, Suite 206

13 Henderson, Nevada 89074

14 Telephone: (702) 990-6448

15 Facsimile: 1 (702) 990-6456

16 rsmith@radfordsmith.com

17 *Attorney for Plaintiff*

18
19 I.

20 **BONNIE'S MOTION SHOULD BE GRANTED**

21 In his Opposition, Plaintiff, BARTHOLOMEW M. MAHONEY, JR. ("Bart")
22 claims that Bonnie filed a procedurally defective pleading devoid of accurate facts. This is
23 false. Moreover, Bart failed to provide a scintilla of evidence to support his claims.

24 ***A. Bart's continue failure to abide by the court's orders***

25 In his Opposition, Bart claimed that he would have easily resolved the payments of
26 the bonuses had Bonnie attempted resolution. At the August 22, 2019 hearing, the Court
27 ordered in relevant part –
28

1 IT IS FURTHER ORDERED that Plaintiff *shall* provide Defendant with all
2 W2 forms issued to him for tax years 2015, 2016, 2017, and 2018.

3 IT IS FURTHER ORDERED that once Plaintiff provides his form W2
4 forms, *then* discovery shall open.

5 ...
6 IT IS FURTHER ORDERED that Plaintiff *shall* file and serve a Financial
7 Disclosure Form pursuant to EDCR 5.506.

8 *See* Order After August 22, 2019 (emphasis added). Bart, however, failed to provide his
9 W2s to resolve this matter with his Opposition, at the time of the hearing, or over 1 month
10 *after* the hearing. Therefore, Bart's ostensible claims are contrary to his own actions. It is
11 important to note that as of the date of this Reply, Bart has also failed to file a Financial
12 Disclosure Form.
13

14 When Bonnie, through counsel, attempted to follow up on the W2s, Bart, through
15 counsel, refused to provide the W2s:
16

17 Now on to the salient point of your correspondence, I have no interest in
18 acquiescing to your arbitrary and unilateral demand. Additionally, your
19 personal feelings of disappointment are of no consequence in this matter.
20 Rest assured that you will have the W-2 forms at an appropriate time prior to
21 the next hearing. Your time and your client's money would be better spent
22 gathering the documents that you will soon be required to produce.

23 *See* Email exchanges between Kimberly A. Stutzman and Aaron Grigsby, dated /// and ///,
24 filed as Exhibit "///." When reminded that Bonnie's request was an Order of the Court
25 from the /// hearing Bart failed to respond. It is logical to presume that Bart's refusal to
26 comply with simple court orders is because he believes that he is above the law, that he is
27
28

1 attempting to hide his income and the amounts owed to Bonnie. Additionally, his failure
2 to comply should be construed as an admission that Bonnie's Motion is meritorious. ///

3
4 ***B. Bonnie attempted resolution***

5 Furthermore, in his Opposition, Bart claimed that Bonnie made "no real attempt" to
6 attempt resolution. This is false, and Bart fails to acknowledge Bonnie's offers of proof,
7 Exhibit "1." Bonnie includes emails from 2016 through to 2019 requesting compliance
8 and resolution.
9
10

11 ***C. Bonnie's accurately calculated her Schedule of Arrears and Interest***

12 In his opposition, Bart claims that the schedule of arrears is inaccurate and
13 incomplete. This is false. The schedule of arrears is accurate. It, however, is important to
14 note that Bart fails to provide any evidence or alternative calculation relating to the
15 schedule of arrears. Bonnie submits that this is because Bart does not have an alternative
16 calculation since he knows that he has failed to pay her properly.
17
18

19 Instead, Bart's request was to open discovery *for Bonnie* to provide her account
20 statements. Bart could have easily provided *his* bank statements demonstrating all
21 payments. Logically, Bart did not provide his statements because he has not properly
22 made the payments. He would rather delay the proceedings and cause Bonnie to incur
23 unnecessary attorney's fees and costs.
24
25
26
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28

1 Bart also claims that Bonnie improperly applied interest. He, however, fails to
2 acknowledge or dispute the appropriate Nevada law that Bonnie properly cited in her
3

4 Motion:

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

7 1. Except as otherwise provided in chapter 130 of NRS and NRS
8 125B.012:

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

14 ...
15 2. Except as otherwise provided in subsection 3 and NRS 125B.012,
16 125B.142 and 125B.144:

17 ...
18 (c) The court shall determine and include in its order:

19 (1) *Interest upon the arrearages* at a rate established pursuant to NRS
20 99.040, from the time each amount became due; and

21 (2) A reasonable attorney's fee for the proceeding,
22 unless the court finds that the responsible parent would experience an
23 undue hardship if required to pay such amounts. *Interest continues to
24 accrue on the amount ordered until it is paid, and additional
25 attorney's fees must be allowed if required for collection.*

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

28 ...
The Court should direct that all amounts due should accrue legal interest
from the date of the filing of this motion. NRS 17.115 reads:

When no rate of interest is provided by contract or otherwise by law,
or specified in the judgment, the judgment draws interest from the
time of service of the summons and complaint until satisfied, except
for any amount representing future damages, which draws interest

1 only from the time of the entry of the judgment until satisfied, at a rate
2 equal to the prime rate at the largest bank in Nevada as ascertained by
3 the commissioner of financial institutions on January 1 or July 1, as
4 the case may be, immediately preceding the date of judgment, plus 2
5 percent. The rate must be adjusted accordingly on each January 1 and
6 July 1 thereafter until the judgment is satisfied.

7 Moreover, when parties to pending litigation enter into a settlement, they
8 enter into a contract. Such a contract is subject to general principles of
9 contract law. *Grisham v. Grisham*, 289 P.3d 230, 234 (Nev. 2012) (citations
10 omitted). NRS 99.040 accounts for the interest rate when it is not fixed by
11 express contract for certain types of transactions. That statute reads:

- 12 1. When there is no express contract in writing fixing a different rate
13 of interest, interest must be allowed at a rate equal to the prime rate at
14 the largest bank in Nevada, as ascertained by the Commissioner of
15 Financial Institutions, on January 1 or July 1, as the case may be,
16 immediately preceding the date of the transaction, plus 2 percent,
17 upon all money from the time it becomes due, in the following cases:
18 (a) Upon contracts, express or implied, other than book accounts.
19 (b) Upon the settlement of book or store accounts from the day on
20 which the balance is ascertained.
21 (c) Upon money received to the use and benefit of another and
22 detained without his or her consent.
23 (d) Upon wages or salary, if it is unpaid when due, after demand
24 therefor has been made.

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

27 Here, Bart and Bonnie entered into a settlement. The Decree is subject to
28 general principles of contract law. The parties did not expressly fix an
interest rate. The current prime interest rate is 4.50%. A 6.50% interest rate
applies to Bart's nonpayment. The interest due is \$1,867.09. The total
amount, including interest, is \$11,867.09. Bonnie requests that the enter its
judgment in favor of Bonnie and against Bart in that amount, and that it
includes in that judgment the payment of legal interest from the date of the
filing of this Motion. The court should also include the legal interest rate in

1 calculating Bart's non-payment of Bonnie's portion of the bonuses. That
2 figure, once determined, will be supplemented.

3 See Motion, pages 11, 13-14.

4 In his opposition, Bart similarly claims that he paid the \$10,000 attorney's fees and
5 costs. He, however, failed to provide any evidence to support his claims.
6

7 **II.**

8 **BONNIE'S REQUEST TO EXTEND ALIMONY SHOULD BE GRANTED**

9
10 In his opposition, Bart claims that because the parties entered into a stipulated
11 Decree of Divorce that she is barred from extending her period for alimony. This is false
12 and not supported by Nevada law.
13

14 If the Court awards alimony under NRS 125.150(8), it *retains jurisdiction* to
15 modify that alimony, but the Court cannot grant a *new* form of relief under NRS
16 125.150(10). Here, the court awarded periodic alimony pursuant to NRS 125.150(8).
17 Bonnie is not requesting a new form of alimony.
18
19

20 Moreover, if periodic alimony is awarded in the divorce decree, the district court
21 retains jurisdiction to modify that award upon changed circumstances. See NRS
22 125.150(12).
23

24 As mentioned in her Motion, Bonnie does not have the financial resources to meet
25 Bart on an equal footing. Thus, she attempted to work with him on payments for years.
26 She ultimately could not wait any longer, and his inaction and non-payments forced her to
27
28

1 file her Motion in May 2019. She has also not waived her enforcement of the Decree of
2 Divorce by laches or waiver.

3
4 Bart also claimed that Bonnie was barred from modifying the terms of alimony as a
5 result of contract principles relating to their stipulated Decree. Again, this is false and not
6 supported by Nevada law.

7
8 A decree of divorce cannot be modified except as provided by rule or statute.
9 *Kramer v. Kramer*, 96 Nev. 759, 761, 616 P.2d 395, 397 (1980). Here, NRS 125.150(8)
10 expressly allows the district court to modify alimony awards in certain circumstances.

11
12 In *Gilman v. Gilman*, 114 Nev. 416, 956 P.2d 761 (1998), the Supreme Court
13 reviewed a modification of alimony. In that case, it held that the district court did not
14 abuse its discretion in modifying alimony *when it found changed circumstances* and
15 modified respondent's periodic alimony. *Id.* at 422, 956 P.2d at 764 (emphasis added).
16 The *Gillman* Court also held that it reviews a modification of spousal support award for an
17 abuse of discretion. *Id.*

18
19 Moreover, in *Bluestein v. Bluestein*, 131 Nev. 106, 345 P.3d 1044 (2015), the
20 Supreme Court held that once a party asks the district court to review an order that is
21 based upon an agreement, that court *must* apply Nevada law and *not* contract principles.
22 *Id.* at 111, 345 P.3d at 1047-28.

23
24 Here, Bart's claim that contract principles must apply in reviewing and/or
25 modifying alimony must fail pursuant to *Bluestein*. Thus, because Bonnie timely filed her
26
27
28

1 motion to modify alimony, the court must apply Nevada law to its review thereof rather
2 than contract principles. Bonnie submits that she has presented changed circumstances
3 that warrant a review of alimony pursuant to NRS 125.150.
4

5
6 **III.**

7 **BONNIE PROPERLY FILED HER APPENDIX OF EXHIBITS**

8 In his opposition, Bart claims that Bonnie improperly filed her exhibits because
9 they were not produced in discovery. Bart improperly relies on the local court rules.
10

11 EDCR 5.205(b) states: "All papers filed as exhibits shall be produced in discovery
12 and Bate-stamped or otherwise identified by page number at the bottom right corner."
13

14 Here, Bonnie properly filed her Motion and a separate appendix of exhibits.
15 Because post-divorce discovery is not open, she cannot produce in discovery. If discovery
16 *does* open (if Bart provides his W2s), then Bonnie will comply with the court's rules and
17 orders from the August hearing.
18

19 Additionally, Bart fails to acknowledge EDCR 5.205(g) which states "Exhibits may
20 be deemed *offers of proof* but shall *not* be considered substantive evidence until
21 admitted." Bonnie's offers of proof have not been considered substantive evidence by this
22 court. Bart, therefore, is not prejudiced.
23
24

25 . . .

26 . . .

27 . . .
28

IV.

BART'S REQUESTS FOR ATTORNEY'S FEES MUST BE DENIED

In his Countermotions, Bart requests Attorney's fees and costs. It is surprising that that Bart requests fees yet he failed to file a financial disclosure form. EDCR 5.506 states in relevant part –

Unless otherwise ordered by the court, or otherwise required by another rule or statute:

[. . .]

(b) A GFDF *must* be filed in *support* of any opposition to a motion or countermotion described in section (a).

[. . .]

(d) A financial disclosure *must be filed within 2 judicial days* of the filing of the motion, *countermotion, or opposition it supports*, and may only be filed in open court with leave of the judge upon a showing of excusable delay.

[. . .]

(g) The court may construe any motion, opposition, or countermotion *not* supported by a timely, complete, and accurate financial disclosure as *admitting that the positions asserted are not meritorious and cause for entry of orders adverse to those positions, and as a basis for imposing sanctions*.

[Emphasis added.]

Here, Bart filed his Opposition on August 21, 2019. Thus, his FDF should have been filed on August 23, 2019. As of the date of this Reply, Bart has not filed her FDF.

...

...

...

...

V.

CONCLUSION

Based on the foregoing, Plaintiff respectfully requests that the Court grant her motion in its entirety.

DATED this 4th day of ~~September~~ ^{October} 2019.

RADFORD J. SMITH, CHARTERED

K. Stutzman
KIMBERLY A. STUTZMAN, ESQ.

Nevada Bar No. 014085

2470 St. Rose Parkway, Suite 206

Henderson, Nevada 89074

Telephone: (702) 990-6448

rsmith@radfordsmith.com

Attorney for Plaintiff

1 **UNSWORN DECLARATION OF BONNIE MAHONEY**

2 COUNTY OF CLARK)
3) ss:
4 STATE OF NEVADA)

5 I, BONNIE MAHONEY, being duly sworn, deposes and says as follows:

6 1. I am the Defendant in the above-entitled case. I make this Declaration based
7 upon facts within my own knowledge, save and except as to matters alleged upon
8 information and belief and, as to those matters, I believe them to be true. I am competent
9 to testify to the facts contained herein.
10

11 2. I have personal knowledge of the facts contained herein, and I am competent
12 to testify thereto. I have reviewed the foregoing Reply and can testify that the facts
13 contained therein are true and correct to the best of my knowledge. I hereby reaffirm and
14 restate said facts as if set forth fully herein.
15

16 3. I declare under the penalty of perjury of the laws of the State of Nevada that
17 the foregoing is true and correct.
18

19
20 To Be Supplemented
21 BONNIE MAHONEY
22 DATED: 10-4-19
23
24
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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm"). I am over the age of 18 and not a party to the within action. I am "readily familiar" with firm's practice of collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited with the U.S. Postal Service on the same day as stated below, with postage thereon fully prepaid.

I served the foregoing documents described as **PLAINTIFF'S REPLY IN SUPPORT OF HER MOTION TO REDUCE ARREARAGES, INTEREST, AND PENALTIES TO JUDGMENT; TO MODIFY ALIMONY; TO REVIEW CHILD SUPPORT, FOR SANCTIONS AND ATTORNEY'S FEES AND COSTS** on this 4th day of October 2019, to all interested parties by way of the Eighth Judicial District Court Electronic filing system as follows:

Aaron Grigsby, Esq.
Attorney for Plaintiff



An employee of Radford J. Smith, Chartered

EXHIBIT “1”

Kimberly Stutzman

From: Kimberly Stutzman
Sent: Friday, September 06, 2019 9:27 AM
To: Aaron Grigsby
Cc: Courtney Janson; Bonnie Mahoney
Subject: RE: Mahoney - W2s

TimeMattersID: M751CAADE1DEA281
TM Contact: Bonnie Mahoney
TM Matter No: D-13-477883-D
TM Matter Reference: Mahoney adv. Mahoney

Mr. Grigsby:

The tone is both unprofessional and unappreciated. Nevertheless, case management is important, and Mr. Mahoney's delay is unreasonable.

At the August hearing, you represented that Mr. Mahoney was working on getting you the W2s. It was presumed that you would have those documents within a few days, contrary to the two weeks that have passed. My follow up courtesy email regarding the W2s is in the best interests of the parties and would assist in the resolution of this matter. It is not an arbitrary and unilateral demand. It is an order of the court. Contrary to his actions, Mr. Mahoney is expected to comply with court orders.

It, however, is clear that rather than provide the documents in a reasonable amount of time after the hearing, Mr. Mahoney will delay this matter. It is also logical to presume that he will not provide the appropriate documents, will multiply these proceedings, and finally, cause the parties to incur unnecessary attorney's fees and costs.

Judge Ochoa's orders were clear – discovery, including documents from my client, are not required until Mr. Mahoney provides his W2s for 2015, 2016, 2017, and 2018.

Sincerely,

Kimberly A. Stutzman, Esq.†*
Radford J. Smith, Chartered
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Phone (702) 990-6448
Facsimile (702) 990-6456

†Ms. Stutzman is also licensed in the State of California.

*Please note that as of March 2, 2019, Ms. Medina's name changed to Ms. Stutzman.

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prohibited. If you have received this communication in error, please notify us immediately by reply email or by telephone (702) 990-6448, and immediately delete this message and all its attachments.

From: Aaron Grigsby <aaron@grigsbylawgroup.com>
Sent: Friday, September 06, 2019 9:13 AM
To: Kimberly Stutzman <kstutzman@radfordsmith.com>
Subject: RE: Mahoney - W2s

Ms. Stutzman:

Thank you for letting me know how much time has passed since the last hearing. Without your unsolicited e-mail, I may never have been aware of how the passage of time works. Your assistance in this area is greatly appreciated.

Now on to the salient point of your correspondence, I have no interest in acquiescing to your arbitrary and unilateral demand. Additionally, your personal feelings of disappointment are of no consequence in this matter. Rest assured that you will have the W-2 forms at an appropriate time prior to the next hearing. Your time and your client's money would be better spent gathering the documents that you will soon be required to produce.

Thank you, for forcing our clients to incur the unnecessary expenses involved with the exchange of e-mails. Please contact me if you have any legitimate questions or concerns.

Aaron D. Grigsby, Esq
624 S. 10th Street
Las Vegas, Nevada 89101
(702) 202-5235 – Office
(702) 944-7856 – Facsimile
www.grigsbylawgroup.com

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CIRCULAR 230 DISCLOSURE: To ensure compliance with recently-enacted U.S. Treasury Department Regulations, we are now required to advise you that, unless otherwise expressly indicated, any federal tax advice contained in this communication, including any attachments, is not intended or written by us to be used, and cannot be used, by anyone for the purpose of avoiding federal tax penalties that may be imposed by the federal government or for promoting, marketing or recommending to another party any tax-related matters addressed herein

From: Kimberly Stutzman [<mailto:kstutzman@radfordsmith.com>]
Sent: Thursday, September 5, 2019 10:53 AM
To: aaron@grigsbylawgroup.com
Cc: Courtney Janson; Bonnie Mahoney
Subject: Mahoney - W2s

Mr. Grigsby:

It has now been 2 weeks since the hearing. We still have not received the W2s for 2015, 2016, 2017, and 2018. This is disappointing. Please provide them by end of business tomorrow, Friday, September 6th.

Sincerely,

Kimberly A. Stutzman, Esq.†*

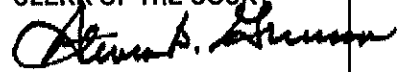
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Henderson, Nevada 89074
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Facsimile (702) 990-6456

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*Please note that as of March 2, 2019, Ms. Medina's name changed to Ms. Stutzman.

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1 **SCHD**

2 RADFORD J. SMITH, CHARTERED

3 KIMBERLY A. MEDINA, ESQ.

4 Nevada State Bar No. 014085

5 2470 St. Rose Parkway Suite 206

6 Henderson, Nevada 89014

7 Telephone: (702) 990-6448

8 Facsimile: (702) 990-6456

9 kmedina@radfordsmith.com

10 *Attorneys for Defendant*

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 BARTHOLOMEW M. MAHONEY, JR.,

14 Plaintiff,

15 vs.

16 BONNIE M. MAHONEY,

17 Defendant.

CASE NO.: D-13-477883-D

DEPT NO.: S

FAMILY DIVISION

18 **UPDATED SCHEDULE OF ARREARAGES**

19 DATE OF HEARING: November 13, 2019

20 TIME OF HEARING: 9:15 a.m.

21 STATE OF NEVADA)

22) ss.

23 COUNTY OF CLARK)

24 BONNIE M. MAHONEY, being first duly sworn, deposes and says:

25 1. I am the Defendant in the above-entitled matter.

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

5 3. BARTHOLOMEW M. MAHONEY, JR. has failed to make all of those
6 payments when due.
7

8 4. The Updated Schedule for Child Support, Spousal Support, and Attorney Fees
9 Arrears attached hereto as Exhibit "A" is a true and accurate statement of all payment due
10 dates and payments received during the months noted along with the interest and penalties.
11 Bart is in support arrears of \$46,749.93¹. Bart is also in arrears for attorney fees and costs
12 in the amount of \$12,179.59.
13
14

15 5. I request that the combined support arrears and attorney fees arrears of
16 \$58,929.52 be reduced to judgment collectable by any and all legal means.
17

18 6. I declare under penalties of perjury that the foregoing is true and correct.
19

20
21 
22 _____
23 BONNIE MAHONEY

24 Dated: 10/8/19
25
26
27
28

¹ The arrears are \$31,900; the total interest is \$5,798.80; and, the total penalties are \$9,051.14. Thus, the total arrears is \$46,749.93 for unpaid support.

1 UNSWORN DECLARATION OF BONNIE MAHONEY

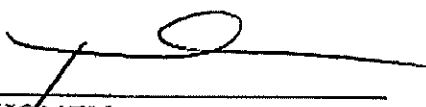
2 COUNTY OF CLARK)
3) ss:
4 STATE OF NEVADA)

5 I, BONNIE MAHONEY, being duly sworn, deposes and says as follows:

6
7 1. I am the Defendant in the above-entitled case. I make this Declaration based
8 upon facts within my own knowledge, save and except as to matters alleged upon
9 information and belief and, as to those matters, I believe them to be true. I am competent
10 to testify to the facts contained herein.
11

12 2. I have personal knowledge of the facts contained herein, and I am competent
13 to testify thereto. I have reviewed the foregoing Reply and can testify that the facts
14 contained therein are true and correct to the best of my knowledge. I hereby reaffirm and
15 restate said facts as if set forth fully herein.
16
17

18 3. I declare under the penalty of perjury of the laws of the State of Nevada that
19 the foregoing is true and correct.
20

21 
22 _____
23 BONNIE MAHONEY

24 DATED: 10/8/19
25
26
27
28

EXHIBIT “A”

