

IN THE SUPREME COURT OF THE STATE OF NEVADA

BARTHOLOMEW MAHONEY
Appellant,

vs.

BONNIE MAHONEY
Respondent.

Supreme Court No. 82412-1 Electronically Filed
Sep 22 2021 11:05 a.m.
District Court No. D-13-477883-D Elizabeth A. Brown
Clerk of Supreme Court

APPELLANT'S APPENDIX VOLUME II

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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 Volume II was served as follows:

BY ELECTRONIC FILING TO

Kimberly Stutzman, Esq
Radford J. Smith, Chartered
2470 St. Rose Parkway Suite 206
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/s/Aaron Grigsby _____
Employee of The Grigsby Law Group

Steven D. Grierson

FDF

Name: Aaron Grigsby
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Attorney for Plaintiff
Nevada State Bar No. 9043

EIGHTH Judicial District Court
CLARK COUNTY, Nevada

<u>BARTHOLOMEW MAHONEY</u> Plaintiff, vs. <u>BONNIE MAHONEY</u> Defendant.	Case No. <u>D-13-477883-D</u> Dept. <u>S</u>
--	---

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (*first, middle, last*) Bartholomew Michael Mahoney
2. How old are you? 53
3. What is your date of birth? 06-10-66
4. What is your highest level of education? some college

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)
06-03-19	Resorts World Las Vegas	VP of F&B	5 days	Mid-Mid

- 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: Golden Entertainment Date of Hire: 05/16 Date of Termination 05/18
Reason for Leaving other

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending 11-20-19 my gross year to date pay is 153,954 40.

B. Determine your Gross Monthly Income.

Hourly Wage

\$132.21	×	40.00	=	\$5,288 40	×	52	=	\$274,996 80	+	12	=	\$22,916 40
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			
Child Support			
Workman's Compensation			
Other			
Total Average Other Income Received			\$0 00

Total Average Gross Monthly Income (add totals from B and C above)	\$22,916 40
--	-------------

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	4,659.72
4	Health Insurance Amount for you, _____ For Opposing Party _____ For your Child(ren) _____	0 00
5	Life, Disability, or Other Insurance Premiums	42 46
6	Medicare	307.36
7	Retirement, Pension, IRA, or 401(k)	846.16
8	Savings	
9	Social Security	
10	Union Dues	
11.	Other (Type of Deduction) _____	
Total Monthly Deductions (Lines 1-11)		5,855 70

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	238 00	✓		
Car Loan/Lease Payment	706 00	✓		
Cell Phone	230 00	✓		
Child Support (not deducted from pay)	2,182.00	✓		
Clothing, Shoes, Etc	600 00	✓		
Credit Card Payments (minimum due)	500 00	✓		
Dry Cleaning	80 00	✓		
Electric	100 00	✓		
Food (groceries & restaurants)	500 00	✓		
Fuel	400 00	✓		
Gas (for home)				
Health Insurance (not deducted from pay)				
HOA				
Home Insurance (if not included in mortgage)				
Home Phone				✓
Internet/Cable	115 00	✓		
Lawn Care				
Membership Fees	170.00	✓		
Mortgage/Rent/Lease	1,551 00	✓		
Pest Control				
Pets	125 00	✓		
Pool Service				
Property Taxes (if not included in mortgage)				
Security				
Sewer				
Student Loans				
Unreimbursed Medical Expense	70 00	✓		
Water				
Other				
Total Monthly Expenses	7,567 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 Mahoney	10-29-01	mom	yes	no
2 nd	Sophia 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				
Child Care				
Clothing				
Education				
Entertainment				
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other,	360 00	460 00		
Total Monthly Expenses	360 00	460 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.	Ford F150	\$ 40,000.00	- \$ 28,000.00	= \$ 12,000.00	Mine
2.	401K	\$ 1,400.00	- \$	= \$ 1,400.00	Mine
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)		\$41,400.00	- \$28,000.00	= \$13,400.00	

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.	Capitol One	\$ 500.00	Mine
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
Total Unsecured Debt (add lines 1-6)		\$ 500.00	

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 \$ _____ 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.

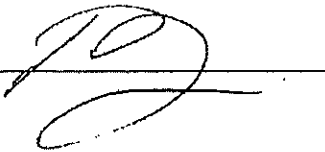
BM I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may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

BM 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

12-22-19

CERTIFICATE OF SERVICE

I hereby declare under the penalty of perjury of the State of Nevada that the following is true and correct:

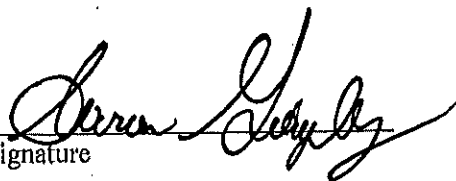
That on (date) 12-13-19, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

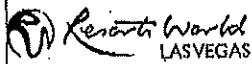
☐ Via 1st Class U.S. Mail, postage fully prepaid addressed as follows:

☒ Via Electronic Service, in accordance with the Master Service List, pursuant to NEFCR 9, to:

☐ Via Facsimile and/or Email Pursuant to the Consent of Service by Electronic Means on file herein to: _____

Executed on the 13th day of Dec, 2019


Signature



Resorts World Las Vegas LLC
3000 Las Vegas Blvd South
Las Vegas, NV 89109

Pay Statement

Period Start Date 11/07/2019
Period End Date 11/20/2019
Pay Date 11/29/2019
Document 2319
Net Pay \$7,870.28

Pay Details

BARTHOLOMEW MAHONEY 7690 RAFAEL RIVERIA WAY APT 1300 LAS VEGAS, NV 89113 USA	Employee Number	700072	Pay Group	Resorts World Las Vegas	Federal Income Tax	S 4
	SSN	XXX-XX-XXXX	Location	Resorts World Las Vegas	NV State Income Tax (Residence)	S 4
	Job	VP Food & Beverage	Property	RWLW - Resorts World Las Vegas	NV State Income Tax (Work)	S 4
	Pay Rate	\$132.2115	Division	7 - Food and Beverage		
	Pay Frequency	Biweekly	Area	FOH - Front of House		
			Department	891 - Project-NV		

Earnings

Pay Type	Hours	Pay Rate	Current	YTD
Bonus	0.0000	\$0.0000	\$0.00	\$25,000.00
Group Term Life			\$21.23	\$233.53
Regular Pay	40.0000	\$132.2113	\$5,288.45	
Regular Pay	40.0000	\$132.2113	\$5,288.45	\$130,095.68

Total Hours 80.0000

Deductions

Deductions		Employee		Employer	
Deduction	Pre-Tax	Current	YTD	Current	YTD
401(k)	Yes	\$423.08	\$1,375.01	\$0.00	\$0.00
Group Term Life	No	\$21.23	\$233.53	\$0.00	\$0.00
401(k) Match	Yes	\$0.00	\$0.00	\$211.54	\$887.52
Group Term Life	No	\$0.00	\$0.00	\$28.85	\$317.35
Long Term Disab	No	\$0.00	\$0.00	\$12.31	\$135.41
Short Term Dis	No	\$0.00	\$0.00	\$43.85	\$209.07

Taxes

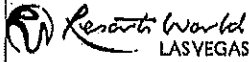
Tax	Current	YTD
Federal Income Tax	\$2,329.86	\$35,111.07
Employee Medicare	\$153.68	\$2,252.28
Social Security Employee Tax	\$0.00	\$8,239.80

Paid Time Off

Plan	Taken	Current	Balance	Net Pay Distribution		
No records found				Account Number	Account Type	Amount
				xxxxxx0588	Checking	\$7,870.28
				Total		\$7,870.28

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$10,598.13	\$10,175.05	\$2,483.54	\$444.31	\$7,870.28
YTD	\$155,329.41	\$153,984.40	\$45,603.15	\$1,608.54	\$108,117.72



Resorts World Las Vegas LLC
3000 Las Vegas Blvd South
Las Vegas, NV 89109

Pay Statement

Period Start Date 10/24/2019
Period End Date 11/06/2019
Pay Date 11/14/2019
Document 2238
Net Pay \$7,739.04

Pay Details

BARTHOLOMEW MAHONEY 7690 RAFAEL RIVERIA WAY APT 1300 LAS VEGAS, NV 89113 USA	Employee Number 700072 SSN XXX-XX-XXXX Job VP Food & Beverage Pay Rate \$132.2115 Pay Frequency Biweekly	Pay Group Resorts World Las Vegas Location Resorts World Las Vegas Property RWLV - Resorts World Las Vegas Division 7 - Food and Beverage Area FOH - Front of House Department 991 - Project-NV	Federal Income Tax \$ 4 NV State Income Tax (Residence) \$ 4 NV State Income Tax (Work) \$ 4
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Earnings

Pay Type	Hours	Pay Rate	Current	YTD
Bonus	0.0000	\$0.0000	\$0.00	\$25,000.00
Group Term Life			\$21.23	\$212.30
Regular Pay	40.0000	\$132.2113	\$5,288.46	
Regular Pay	40.0000	\$132.2113	\$5,288.46	\$119,518.98

Total Hours 80.0000

Deductions

Deduction	Pre-Tax	Employee		Employer	
		Current	YTD	Current	YTD
401(k)	Yes	\$317.31	\$861.93	\$0.00	\$0.00
Group Term Life	No	\$21.23	\$212.30	\$0.00	\$0.00
401(k) Match	Yes	\$0.00	\$0.00	\$158.88	\$475.98
Group Term Life	No	\$0.00	\$0.00	\$28.85	\$268.50
Long Term Disab	No	\$0.00	\$0.00	\$12.31	\$123.10
Short Term Dis	No	\$0.00	\$0.00	\$43.85	\$165.22

Taxes

Tax	Current	YTD
Federal Income Tax	\$2,366.88	\$32,781.21
Employee Medicare	\$153.67	\$2,098.60
Social Security Employee Tax	\$0.00	\$8,239.80

Paid Time Off

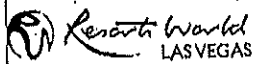
Plan	Taken	Current	Balance
No records found			

Net Pay Distribution

Account Number	Account Type	Amount
xxxxx0588	Checking	\$7,739.04
Total		\$7,739.04

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$10,598.13	\$10,280.82	\$2,620.55	\$338.54	\$7,739.04
YTD	\$144,731.28	\$143,779.35	\$43,119.81	\$1,164.23	\$100,447.44



Resorts World Las Vegas LLC
3000 Las Vegas Blvd South
Las Vegas, NV 89109

Pay Statement

Period Start Date 10/10/2019
Period End Date 10/23/2019
Pay Date 10/31/2019
Document 2169
Net Pay \$7,158.41

Pay Details

BARTHOLOMEW MAHONEY 7690 RAFAEL RIVERIA WAY APT 1300 LAS VEGAS, NV 89113 USA	Employee Number	700072	Pay Group	Resorts World Las Vegas	Federal Income Tax	S 4
	SSN	XXX-XX-XXXX	Location	Resorts World Las Vegas	NV State Income Tax (Residence)	S 4
	Job	VP Food & Beverage	Property	RWL - Resorts World Las Vegas	NV State Income Tax (Work)	S 4
	Pay Rate	\$132.2115	Division	7 - Food and Beverage		
	Pay Frequency	Biweekly	Area	FOH - Front of House		
			Department	991 - Project-NV		

Earnings

Pay Type	Hours	Pay Rate	Current	YTD
Pay Type			\$0.00	\$25,000.00
Bonus	0.0000	\$0.0000	\$21.23	\$191.07
Group Term Life			\$5,288.45	
Regular Pay	40.0000	\$132.2113	\$5,288.45	\$108,942.08
Regular Pay	40.0000	\$132.2113		

Total Hours 80.0000

Deductions

Deduction	Pre-Tax	Employee		Employer	
		Current	YTD	Current	YTD
Deduction					
401(k)	Yes	\$317.31	\$634.62	\$0.00	\$0.00
Group Term Life	No	\$21.23	\$191.07	\$0.00	\$0.00
401(k) Match	Yes	\$0.00	\$0.00	\$168.89	\$317.32
Group Term Life	No	\$0.00	\$0.00	\$28.85	\$259.65
Long Term Disab	No	\$0.00	\$0.00	\$12.31	\$110.79
Short Term Dis	No	\$0.00	\$0.00	\$43.85	\$121.37

Taxes

Tax	Current	YTD
Tax	\$2,386.88	\$30,414.33
Federal Income Tax	\$153.87	\$1,944.83
Employee Medicare	\$580.63	\$8,239.80
Social Security Employee Tax		

Paid Time Off

Plan	Taken	Current	Balance
No records found			

Net Pay Distribution

Account Number	Account Type	Amount
xxxxx0588	Checking	\$7,158.41
Total		\$7,158.41

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$10,598.13	\$10,280.82	\$3,101.18	\$338.54	\$7,158.41
YTD	\$134,133.15	\$133,498.53	\$40,599.06	\$825.69	\$92,708.40



1 NOEJ
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3 KIMBERLY A. STUTZMAN, 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: kstutzman@radfordsmith.com
9 *Attorneys for Defendant*

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

10 BARTHOLOMEW M. MAHONEY, JR.,

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

11
12 Plaintiff,

13 vs.

14 BONNIE M. MAHONEY,

15 Defendant.

16
17 **NOTICE OF ENTRY OF ORDER AFTER NOVEMBER 13, 2019 HEARING**

18 PLEASE TAKE NOTICE that on the 13th day of December 2019, the Honorable
19 Vincent Ochoa entered an Order After November 13, 2019 Hearing, a copy of which is
20 attached hereto.
21

22 Date this 13th day of December, 2019.

23
24 RADFORD J. SMITH, CHARTERED

25 /s/ Kimberly A. Stutzman

26
27 KIMBERLY A. STUTZMAN, ESQ.
28 Nevada Bar No. 014085
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074

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CERTIFICATE OF SERVICE

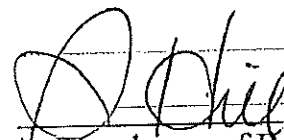
I hereby certify that I am an employee of Radford J. Smith, Chartered ("the Firm"). I am over the age of 18 and not a party to the within action. I am "readily familiar" with firm's practice of collection and processing correspondence for mailing. Under the Firm's practice, mail is to be deposited with 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 NOVEMBER 13, 2019 HEARING" on this 13th day of December 2019, to all interested parties as follows:

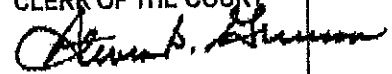
☐ BY MAIL: Pursuant to NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope addressed as follows;

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

Aaron D. Grigsby, Esq.
THE GRIGSBY LAW GROUP
624 S. 10th Street
Las Vegas, Nevada 89101
aaron@grigsbylawgroup.com



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 *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 AFTER NOVEMBER 13, 2019 HEARING**

19 DATE: November 13, 2019

20 TIME: 9:15 a.m.

21
22 This matter having come on for hearing on for a Return Hearing on Defendant's
23 Motion To Reduce Arrearages, Interest, And Penalties To Judgment; To Modify
24 Alimony; To Review Child Support, For Sanctions And Attorney's Fees And Costs
25 ("Motion"); on Plaintiff's Opposition to Motion to Reduce Arrearages, Interest and
26 Penalties to Judgment, to Modify Alimony, to Review Child Support, for Sanctions and
27
28

RECEIVED

DEC 06 2019

DEPT. S

-1-

1 Attorney's Fees and Costs and Countermotion to Strike Motion and for Attorney's Fees
2 and Costs ("Opposition and Countermotion"); and on Defendant's Reply in Support of
3 her Motion to Reduce Arrearages, Interest, and Penalties to Judgment; to Modify
4 Alimony; to Review Child Support, for Sanctions and Attorney's Fees and Costs;
5 Plaintiff, BARTHOLOMEW M. MAHONEY, JR., not present, but represented by his
6 attorneys, Aaron Grigsby, Esq. of The Grigsby Law Group, and Defendant, BONNIE
7 MAHONEY ("Bonnie"), present and represented by Kimberly A. Stutzman, Esq. of the
8 law firm of Radford J. Smith Chartered, having heard the arguments of counsel, having
9 reviewed the pleadings and papers on file in this matter, being fully advised in the
10 premises, and good cause appearing therefore, makes the following findings and orders:
11
12
13
14

15 IT IS HEREBY ORDERED that an Evidentiary Hearing shall be schedule for May
16 7, 2019 at 1:30 PM for one-half day.
17

18 IT IS FURTHER ORDERED that the Court shall issue a Scheduling Order, which
19 will be sent to counsel.
20

21 IT IS FURTHER ORDERED that Discovery is OPEN.

22 IT IS FURTHER ORDERED that the parties shall have 150 days to conduct
23 discovery.
24

25 IT IS FURTHER ORDERED that Discovery shall CLOSE 45 days before the
26 Evidentiary Hearing on March 23, 2020.
27
28

1 IT IS FURTHER ORDERED that Plaintiff shall file a Financial Disclosure Form
2 (FDF) within 20 days of the November 13, 2019 hearing, which is due on Tuesday,
3
4 December 3, 2019.

5 IT IS FURTHER ORDERED that within 30 days of the November 13, 2019
6
7 hearing, which is Friday, December 13, 2019, Plaintiff shall provide a list to Defendant of
8 every banking institution, credit union, and money order he used to pay Defendant's
9 alimony/spousal support, child support, and attorney's fees as outline in her Schedules of
10 Arrears, filed on May 9, 2019 and on October 8, 2019.

11
12 IT IS FURTHER ORDERED that anything not list on the aforementioned list shall
13
14 not be used as evidence at the Evidentiary Hearing.

15 IT IS FURTHER ORDERED that Defendant shall write to the Plaintiff regarding
16
17 clarification on the bonuses.

18 IT IS FURTHER ORDERED that if Plaintiff does not cooperate, Defendant may
19
20 subpoena the bonus records.

21 . . .

22 . . .

23 . . .

24 . . .

25 . . .

26 . . .

27 . . .

28 . . .

1 IT IS FURTHER ORDERED that Defendant shall provide documentation to
2 Plaintiff that she timely inquired about the bonuses.
3

4 IT IS SO ORDERED.

5 Dated this 10 day of ^{Dec.}~~September~~ 2019.

6
7 Vincent Ochoa
DISTRICT COURT JUDGE *ym*

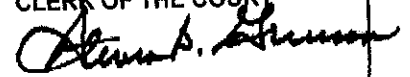
8 VINCENT OCHOA

9 Respectfully submitted by:
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
Attorneys for Defendant

Approved as to form and content:
THE GRIGSBY LAW GROUP

Aaron D. Grigsby
AARON D. GRIGSBY, ESQ.
Nevada State Bar No. 009043
624 S. 10th Street
Las Vegas, Nevada 89101
aaron@grigsbylawgroup.com
Attorneys for Plaintiff



1 AOS
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
12 **DISTRICT COURT**
13 **FAMILY DIVISION**
14 **CLARK COUNTY, NEVADA**

15 BARTHOLOMEW M. MAHONEY, JR.,

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

16 Plaintiff,

17 vs.

18 BONNIE M. MAHONEY,

19 Defendant.

20 **AFFIDAVIT OF SERVICE**
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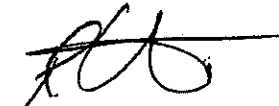
AFFIDAVIT OF SERVICE

STATE OF Nevada)
) ss.
COUNTY OF Clark)

Richard Etienne, License # 1506, being duly sworn, says: that at all times herein affiant was and is over 18 years of age, not a party to nor interested in the proceeding in which this affidavit is made. That affiant received the **Subpoena Duces Tecum & Witness Fee Check** on the **31st** day of **January 2020** and served the same on **31st** day of **January 2020** by delivering to **JP Morgan Chase Bank c/o Karen Shaw at 1340 E Flamingo Rd. Las Vegas Nevada 89119.**

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

EXECUTED this **2nd** day of **February 2020.**



Richard Etienne # 1506
5940 S. Rainbow Blvd.
Las Vegas NV 89118

No Notary Required per NRS 53.045

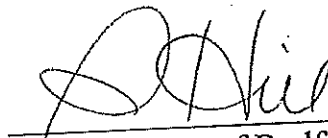
CERTIFICATE OF SERVICE

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 served the foregoing Affidavit of Service on the 4th of February 2020 to all interested parties 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 to:

AARON GRIGSBY, ESQ.
624 S. 10th Street
Las Vegas, Nevada 89101
Attorneys for Plaintiff



An Employee of Radford J. Smith, Chartered

02/26/2020

Heaven & Simon
CLERK OF THE COURT

1 NOTC
2 Aaron D. Grigsby, Esq.
3 Nevada Bar No. 9043
4 The Grigsby Law Group
5 A Professional Corporation
6 2880 West Sahara Ave.
7 Las Vegas, Nevada 89102
8 Telephone: (702) 202-5235
9 Fax: (702) 944-7856
10 aaron@grigsbylawgroup.com
11 Attorney for Bartholomew Mahoney

DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

BARTHOLOMEW MAHONEY,

Plaintiff,

Case No. D-13-477883-D

vs.

Dept. No. S

BONNIE MAHONEY,

Defendant,

NOTICE OF CHANGE OF LAW FIRM ADDRESS

Please take notice that the Grigsby Law Group,
Counsel for Plaintiff, has moved to 2880 West Sahara
Avenue, Las Vegas, NV 89102. Please direct any
future communication to the new address.

/s/Aaron Grigsby

Aaron Grigsby, Esq.

Nevada Bar No. 9043

The Grigsby Law Group
2880 West Sahara Ave.
Las Vegas, Nevada 89102
Tel: (702) 202-5235

CERTIFICATE OF SERVICE

I hereby certify that service of the Notice of Change of Law Firm Address was made on the 26th day of February, 2020, 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
rsmith@radfordsmith.com
kstutzman@radfordsmith.com

/s/ Jackson Newark
Employee of The Grigsby Law Group

The Grigsby Law Group
2880 West Sahara Ave.
Las Vegas, Nevada 89102
Tel: (702) 202-5235

FDF

Name: RADFORD J. SMITH, CHARTERED
Address: 2470 St. Rose Parkway, Suite 206
Henderson NV 89074
Phone: (702) 990-6448
Email: kstutzman@radfordsmith.com
Attorney for Defendant
Nevada State Bar No. 014085

Electronically Filed
3/24/2020 11:40 AM
Steven D. Grierson
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-13-477883-D</u> Dept. <u>S</u>
--	---

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (*first, middle, last*) Bonnie M. Mahoney
2. How old are you? 48
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)
12/11/2019	Grill Concepts, Inc*	Reg. Sales Mgr	M-F	7a-3:30p

*As a result of COVID-19, Bonnie is on furlough from her company.

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: Giggles N' Hugs Date of Hire: 9/16/19 Date of Termination: 10/26/19
Reason for Leaving: Poor working conditions: unsanitary, safety concerns for the children playing, rodents

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending 3/20/2020 my gross year to date pay is 15177.55.

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

\$50,000.00	÷	12	=	\$4,166.67
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:	Month	\$88.61	\$88.61
Commissions or Tips:	Varies	\$2,263.93	\$905.57
Net Rental Income:			
Flex Holiday	Monthly/Varies	\$84.61	\$84.61
Pension/Retirement:			
Social Security Income (SSI):			
Social Security Disability (SSD):			
Spousal Support			
Child Support	2x/Mo	\$1,091.00	\$1,091.00
Workman's Compensation			
Other: ER Cost of...	Monthly	\$258.57	\$258.57
Total Average Other Income Received			\$2,428.36

Total Average Gross Monthly Income (add totals from B and C above)	\$6,595.03
--	------------

D. Monthly Deductions (Will supplement when pay stubs are available.)

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	
2.	Federal Health Savings Plan	845.23
3.	Federal Income Tax	
4.	Health Insurance Amount for you: \$161.60 For Opposing Party: _____ For your Child(ren): \$161.60	323.20
5.	Life, Disability, or Other Insurance Premiums	22.03
6.	Medicare	
7.	Retirement, Pension, IRA, or 401(k)	278.29
8.	CA Tax	376.40
9.	Social Security	60.70
10.	CASDI-E	60.00
11.	Other: (Type of Deduction) Cedar Sinai	
Total Monthly Deductions (Lines 1-11)		1,965.85

Business/Self-Employment Income & Expense Schedule

A. Business Income:

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

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 Bonnie and 2 children	421.00			
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)	600.00	✓		
Fuel	200.00	✓		
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	1,500.00	✓		
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 to Family	650.00			
Total Monthly Expenses	6,043.00			

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	Dad	Yes	No
2 nd	Sophia J. Mahonet	6-12-04	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				
Child Care				
Clothing	80.00	80.00		
Education	50.00	50.00		
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	450.00	250.00	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.		\$ -	\$ -	= \$ 0.00	
2.		\$ -	\$ -	= \$ 0.00	
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)		\$ 0.00	\$ 0.00	= \$ 0.00	

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.	Attorney's Fees	\$ 10,506.96	Bonnie
2.	Loans to Lending Tree & Family	\$ 45,000.00	Bonnie
3.	(Loans - John Lee, Frank Shipp, Brian	\$	
4.	Wheeler, and Parents)	\$	
5.		\$	
6.		\$	
Total Unsecured Debt (add lines 1-6)		\$ 55,506.96	

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 \$ 5000 on my behalf.
3. I have a credit with my attorney in the amount of \$ _____.
4. I currently owe my attorney a total of \$ 5,506.96.
5. I owe my prior attorney a total of \$ _____.

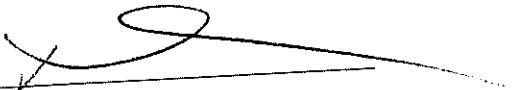
IMPORTANT: Read the following paragraphs carefully and initial each one.

BM 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.

BM 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

March 24, 2020
Date

CERTIFICATE OF SERVICE

I hereby declare under the penalty of perjury of the State of Nevada that the following is true and correct:

That on (date) March 24, 2020, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

☐ Via 1st Class U.S. Mail, postage fully prepaid addressed as follows:

☒ Via Electronic Service, in accordance with the Master Service List, pursuant to NEFCR 9, to:

Aaron Grigsby, Esq. - Attorney for Plaintiff

☐ Via Facsimile and/or Email Pursuant to the Consent of Service by Electronic Means on file herein to: _____

Executed on the 24 day of March, 2020.

/s/ Kimberly A. Stutzman

Signature



6171 W Century Blvd
Suite 360
Los Angeles, CA 90045

Direct Deposit Advice

Check Date
February 21, 2020

Voucher Number
1494

DIRECT DEPOSIT VOUCHER

Direct Deposits	Type	Account	Amount
J.P. MORGAN CHASE BA		***1595	1,575.65
Total Direct Deposits			1,575.65

102004 756-5000-7666 756017 1494 2767 102004
Non Negotiable - This is not a check - Non Negotiable
Bonnie Mahoney
507 Venado Vista Dr
La Canada, CA 91011

Non Negotiable - This is not a check - Non Negotiable

Grill Concepts Services, Inc

Earnings Statement

Bonnie Mahoney

Employee ID 756017 Fed Taxable Income 2,152.30
Location 756-5000-7666 Fed Filing Status S-0
Salary \$2,115.38 State Filing Status S-0

Check Date February 21, 2020
Period Beginning February 3, 2020
Period Ending February 16, 2020

Voucher Number 1494
Net Pay 1,575.65

Earnings	Rate	Hours	Amount	YTD
Cell Phone		0.00	36.92	147.68
Commissio				443.52
Regular	26.44	80.00	2,115.38	8,461.34
Gross Earnings		80.00	2,152.30	9,052.54
Taxes			Amount	YTD
CA			86.05	340.93
CASDI-E			21.52	90.51
FITW			279.43	1,142.99
MED			31.21	131.27
SS			133.44	561.25
Taxes			551.65	2,266.95

Deductions	Amount	YTD
Cedar Sinai	25.00	100.00
Deductions	25.00	100.00
Direct Deposits	Type Account	Amount
J.P. MORGAN CHASE BANK, N.A.	C ***1595	1,575.65
Total Direct Deposits		1,575.65

Time Off	Available Plan Year to Use	Used
Corporate	8.00	0.00
Salary	48.00	0.00
Vacation	0.00	0.00



6171 W Century Blvd
Suite 360
Los Angeles, CA 90045

Direct Deposit Advice



Check Date
March 6, 2020

Voucher Number
2292

DIRECT DEPOSIT VOUCHER

Direct Deposits	Type	Account	Amount
J.P. MORGAN C		***1595	2,644.65
CHASE BA			
Total Direct Deposits			2,644.65

102004 756-5000-7568 756017 2292 4196 102004
Bonnie Mahoney
507 Venado Vista Dr
La Canada, CA 91011

Non Negotiable - This is not a check - Non Negotiable

Grill Concepts Services, Inc

Bonnie Mahoney

Earnings Statement

Employee ID	756017	Fed Taxable Income	3,972.71	Check Date	March 6, 2020	Voucher Number	2292
Location	756-5000-7568	Fed Filing Status	S-0	Period Beginning	February 17, 2020	Net Pay	2,644.65
Salary	\$2,115.38	State Filing Status	S-0	Period Ending	March 1, 2020		

Earnings	Rate	Hours	Amount	YTD
Cell Phone		0.00	36.92	184.60
Commissio		0.00	1,820.41	2,263.93
BR Cost of		0.00	323.21	323.21
Flex Holid	26.44	8.00	211.52	211.52
Regular	26.44	72.00	1,903.86	10,365.20
Gross Earnings		80.00	3,972.71	13,025.25

Taxes	Amount	YTD
CA	268.75	609.68
CASDI-E	39.73	130.24
FITW	690.66	1,833.65
MBD	57.60	188.87
SS	246.32	807.57
Taxes	1,303.06	3,570.01

Deductions	Amount	YTD	
Cedar Sinai	25.00	125.00	
Deductions	25.00	125.00	
Direct Deposits	Type	Account	Amount
J.P. MORGAN CHASE BANK, N.A.	C	***1595	2,644.65
Total Direct Deposits			2,644.65

Time Off	Available Plan Year	to Use	Used
Corporate	0.00	8.00	
Salary	48.00	0.00	
Vacation	0.00	0.00	



6171 W Century Blvd
Suite 360
Los Angeles, CA 90045



Direct Deposit Advice

Check Date
March 20, 2020

Voucher Number
3079

DIRECT DEPOSIT VOUCHER

Direct Deposits	Type	Account	Amount
J.P. MORGAN CHASE BA		***1595	1,575.65
Total Direct Deposits			1,575.65

102004 756-5000-7568 756017 3079 5610 102004

Bonnie Mahoney
507 Venado Vista Dr
La Canada, CA 91011

Non Negotiable - This is not a check - Non Negotiable

Non Negotiable - This is not a check - Non Negotiable

Grill Concepts Services, Inc

Bonnie Mahoney

Employee ID 756017
Location 756-5000-7568
Salary \$2,115.38

Fed Taxable Income 2,152.30
Fed Filing Status S-0
State Filing Status S-0

Check Date March 20, 2020
Period Beginning March 1, 2020
Period Ending March 15, 2020

Earnings Statement
Voucher Number 3079
Net Pay 1,575.65

Earnings	Rate	Hours	Amount	YTD
Cell Phone		0.00	36.92	221.52
Commissio				2,263.93
ER Cost of		0.00	323.21	646.42
Flex Holid				211.52
Regular	26.44	80.00	2,115.38	12,480.58
Gross Earnings		80.00	2,152.30	15,177.55
Taxes			Amount	YTD
CA			86.05	693.73
CASDI-E			21.52	151.76
FITW			279.43	2,113.08
MED			31.21	220.08
SS			133.44	941.01
Taxes			551.65	4,121.66

Deductions	Amount	YTD
Cedar Sinai	25.00	150.00
Deductions	25.00	150.00
Direct Deposits	Type Account	Amount
J.P. MORGAN CHASE BANK, N.A.	C ***1595	1,575.65
Total Direct Deposits		1,575.65

Time Off	Available	Plan Year	Used
Corporate	0.00	to Use	8.00
Salary	48.00		0.00
Vacation	0.00		0.00

Check History Summary Report

Grill Concepts Services, Inc (102004)

Check History For:

Mahoney, Bonnie[756017]

Check Date From	2/7/2020	Check Date To	3/20/2020
Reg Hours	312.00	Reg Pay	\$8,249.82
OT Hours	0.00	OT Pay	\$0.00
Other Hours	8.00	Other Pay	\$2,789.11
Total Hours	320.00	Gross Pay	\$10,392.51
Taxes	\$3,833.63	Net Pay	\$7,374.15
Deductions	\$75.00	Direct Deposit	\$5,795.95
		Net Check	\$1,578.20

Description	Hours or Taxable	Amount
	0.00	\$5,795.95
Dir Dep 200171593	10,392.51	\$523.63
California SITW	2,214.96	\$2.22
CA Edu & Training	10,392.51	\$103.92
CA SDI - Employee	2,214.96	\$79.74
California SUI	0.00	\$75.00
Cedar Sinai	0.00	\$1,820.41
Commission	0.00	\$110.76
Cell Phone Allowance	0.00	\$646.42
ER Cost of Medical	10,392.51	\$1,520.79
Federal Income Tax	8.00	\$211.52
Flex Holiday	2,214.96	\$13.29
Fed Unemployment	10,392.51	\$150.69
Medicare	10,392.51	\$150.69
Medicare - Employer	312.00	\$8,249.82
Regular	10,392.51	\$644.33
OASDI	10,392.51	\$644.33
OASDI - Employer		

Paylocity Corporation (847) 956-4850 Fax (847) 956-1926

Run Date: 3/23/2020

User ID: 756017

Run Time: 6:27 PM

PrintCheckHistorySummary.v1.00



1 MOT
2 Aaron D. Grigsby
3 Nevada Bar No. 9043
4 The Grigsby Law Group
5 A Professional Corporation
6 2880 West Sahara Ave,
7 Las Vegas, Nevada 89102
8 Telephone: (702) 202-5235
9 Facsimile: (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 ORAL ARGUMENT REQUESTED: Yes__No__x

21 **NOTICE YOU ARE REQUIRED TO FILE A WRITTEN**
22 **RESPONSE TO THIS MOTION WITH THE CLERK AND TO**
23 **PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR**
24 **RESPONSE WITHIN TEN (10) DAYS OF YOUR RECEIPT**
25 **OF THIS MOTION FAILURE TO FILE A WRITTEN**
26 **RESPONSE WITH THE CLERK OF THE COURT WITHIN**
27 **TEN (10) DAYS OF YOUR RECEIPT OF THIS MOTION**
28 **MAY RESULT IN THE REQUESTED RELIEF BEING**
GRANTED BY THE COURT WITHOUT HEARING PRIOR TO
THE SCHEDULED HEARING DATE.

MOTION TO WITHDRAW

The Grigsby Law Group
2880 W. Sahara Ave,
Las Vegas, Nevada 89102
Tel: (702) 202-5235

1 COMES NOW, Plaintiff, Bartholomew Mahoney, by and
2 through his counsel, Aaron D. Grigsby, Esq., of The
3 Grigsby Law Group APC, and moves this Court for an
4 Order allowing Aaron D. Grigsby, Esq., and the
5 Grigsby Law Group to withdraw from representation of
6 Plaintiff, Bartholomew Mahoney. This motion is made
7 and based upon the Points and Authorities herein, the
8 papers and pleadings on file in this matter and any
9 oral argument which may be entertained at the time of
10 the hearing on this matter.

11 **NOTICE OF MOTION**

12 TO: Bonnie Mahoney, Defendant.

13 TO: Kimberly A. Medina, attorney for Defendant

14 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE

15 that the undersigned will bring the foregoing Motion
16 on for hearing before this court, on the 12 day
17 of May 2020, at the hour of N/A.m., or
18 as soon thereafter as counsel may be heard.

19 April
20 Dated this 1st day of ~~March~~, 2020

21 THE GRIGSBY LAW GROUP
22 A Professional Corporation

23
24 By: /s/ Aaron Grigsby
25 Aaron D. Grigsby, Esq.
26 Bar No. 9043
27 624 S. Tenth Street,
28 Las Vegas, Nevada 89101

The Grigsby Law Group
2880 W. Sahara Ave.
Las Vegas, Nevada 89102
Tel: (702) 202-5235

MEMORANDUM OF POINTS AND AUTHORITIES

1
2 On August 8, 2019, Plaintiff retained the
3 undersigned as legal counsel for purposes of
4 responding to a Motion filed by Defendant on May 9,
5 2019. The retainer agreement required that the
6 undersigned be retained forty-five (45) days prior to
7 any trial scheduled in the above-referenced matter.
8 Plaintiff has not been communicating with the
9 undersigned for the past month. Additionally, he has
10 not formally retained the undersigned for the
11 upcoming evidentiary hearing.

12 SCR 46 provides in pertinent part:
13 The attorney in an action or special proceeding may
14 be changed at any time before judgment or final
15 determination as follows:

16 1. Upon consent of the attorney, approved by the
17 client.

18 2. Upon the order of the court or judge thereof on
19 the application of the attorney or client.

20 Additionally, Nevada Supreme Court Rule 166 states
21 in relevant part:

22 Rule 166. Declining or terminating
23 representation.

24 1. Except as stated in subsection 3, a
25 lawyer shall not represent a client or,
26 where representation has commenced, shall
withdraw from the representation of a
client if:

27 (a) The representation will result in
28 violation of the rules of
professional conduct or other law;

1 (b) The lawyer's physical or mental
2 condition materially impairs the
3 lawyer's ability to represent the
client; or

4 (c) The lawyer is discharged.

5 2. Except as stated in subsection 3, a
6 lawyer may withdraw from representing a
7 client if withdrawal can be accomplished
without material adverse effect on the
interests of the client, or if:

8 (a) The client persists in a course of
9 action involving the lawyer's
10 services that the lawyer reasonably
believes is criminal or fraudulent;

11 (b) The client has used the lawyer's
12 services to perpetrate a crime or
fraud;

13 (c) A client insists upon pursuing an
14 objective that the lawyer considers
repugnant or imprudent;

15 (d) The client fails substantially to
16 fulfill an obligation to the lawyer
17 regarding the lawyer's services and
18 has been given reasonable warning
that the lawyer will withdraw unless
the obligation is fulfilled;

19 (e) The representation will result in an
20 unreasonable financial burden on the
21 lawyer or has been rendered
unreasonably difficult by the client;

22 or

(f) Other good cause for withdrawal exists.

23 In the instant matter, Plaintiff has not been in
24 communication with the undersigned. Additionally,
25 Plaintiff was informed of the need to retain an
26 expert and the probable cost associated with
27 retention of said expert but has neither been in
28 communication nor provided funds for to retain the

The Grigsby Law Group
2880 W. Sahara Ave,
Las Vegas, Nevada 89102
Tel: (702) 202-5235

1 needed expert. Further, Plaintiff has not made
2 scheduled payments towards the trial retainer. Given
3 the current state of the attorney/client
4 relationship, the undersigned does not believe that
5 he can provide effective representation¹.

6 CONCLUSION

7 The undersigned believes good cause exists for
8 withdrawal in this matter.

9
10 Dated this 31st day of March, 2020.

11
12 The Grigsby Law Group
13 A Professional Corporation

14 /s/ Aaron Grigsby
15 Aaron D. Grigsby
16 Nevada Bar No. 9043
17 2880 W. Sahara Ave,
18 Las Vegas, Nevada 89102
19
20
21
22
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24
25
26

27 ¹ The undersigned was contacted by Plaintiff and asked to withdraw from this
28 matter.

The Grigsby Law Group
2880 W. Sahara Ave.
Las Vegas, Nevada 89102
Tel: (702) 202-5235

DECLARATION OF AARON D. GRIGSBY, ESQ

I, Aaron D. Grigsby, Esq., 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 attorney of record for Plaintiff in the above-referenced matter;

2. That I am filing this Declaration in support of my Motion to Withdraw;

3. That Plaintiff has not been responding to attempts at communication;

4. That Plaintiff has been informed of the need to retain an expert but has not provided the funds for retention of the expert;

5. That on March 31, 2020, the Plaintiff responded to an e-mail and requested that I withdraw;

6. That your declarant believes that due to the current state of the attorney/client relationship, he is unable to continue representation.

FURTHER YOUR DECLARANT SAYATH NAUGHT

/s/ Aaron Grigsby
Aaron D. Grigsby,

The Grigsby Law Group
2880 W. Sahara Ave.
Las Vegas, Nevada 89102
Tel: (702) 202-5235

CERTIFICATE OF SERVICE

I hereby certify that service of the Motion to Withdraw was made on the 31st day of March, 2020, 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
rsmith@radfordsmith.com
kstutzman@radfordsmith.com

/s/ Jackson Newark
Employee of The Grigsby Law Group

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Bartholomew Mahoney
Plaintiff/Petitioner

v. Bonnie Mahoney
Defendant/Respondent

Case No. D-13-477883-D
Dept. 5

**MOTION/OPPOSITION
FEE INFORMATION SHEET**

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing 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.
- ☒ **\$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) Motion to Withdraw

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 filing 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. Add the filing fees from Step 1 and Step 2.

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: Plaintiff Date 3-31-20

Signature of Party or Preparer [Signature]

DISTRICT COURT
CLARK COUNTY, NEVADA

Electronically Filed
4/1/2020 11:53 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 Motion to Withdraw in the above-entitled matter is set for hearing as follows:

Date: May 12, 2020
Time: No Appearance Required
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.

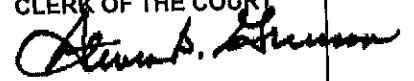
STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Jessica Castillo
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/ Jessica Castillo
Deputy Clerk of the Court



1 MOT
2 Aaron D. Grigsby
3 Nevada Bar No. 9043
4 The Grigsby Law Group
5 A Professional Corporation
6 2880 West Sahara Ave,
7 Las Vegas, Nevada 89102
8 Telephone: (702) 202-5235
9 Facsimile: (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 REQUEST FOR SUBMISSION

21 NOW COMES, Aaron D. Grigsby, Esq., of the Grigsby
22 Law Group APC, and hereby requests this Court to
23 enter the proposed Order to Show Cause without a
24 hearing pursuant to the Eighth Judicial District
25 Court Rules¹.

26 On April 1, 2020, the undersigned served
27 Defendant, Bonnie Mahoney by electronic service.
28 Additionally, on the same day, the undersigned served

¹ EDCR 2.23 (b)

The Grigsby Law Group
2880 W. Sahara Ave,
Las Vegas, Nevada 89102
Tel: (702) 202-5235

1 Plaintiff, Bartholomew Mahoney by electronic service
2 and by United States mail with the Motion to
3 Withdraw. Any response was due on or before April
4 14, 2020. To date no Opposition to the undersigned's
5 Motion to Withdraw has been filed.

6 The undersigned, requests that the Motion to
7 Withdraw be submitted to the chambers of the Court
8 for decision based upon the papers and pleadings on
9 record and the proposed Order submitted
10 contemporaneously with this pleading.

11
12 Dated this 22nd day of April, 2020

13
14 The Grigsby Law Group
15 A Professional Corporation

16
17 /s/ Aaron Grigsby
18 Aaron D. Grigsby
19 Nevada Bar No. 9043
20 2880 W. Sahara Ave,
21 Las Vegas, Nevada 89102
22 Telephone: (702) 202-5235
23
24
25
26
27
28

The Grigsby Law Group
2880 W. Sahara Ave,
Las Vegas, Nevada 89102
Tel: (702) 202-5235

CERTIFICATE OF SERVICE

I hereby certify that service of the Motion to Withdraw was made on the 22nd day of April, 2020, 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
kstutzman@radfordsmith.com

/s/ Jackson Newark
Employee of The Grigsby Law Group

Steven D. Grierson

1 NEO
2 Aaron D. Grigsby, Esq.
3 Nevada Bar No. 9043
4 The Grigsby Law Group
5 A Professional Corporation
6 2880 W. Sahara Ave.
7 Las Vegas, Nevada 89102
8 Phone: (702) 202-5235
9 Fax: (702) 944-7856
10 aaron@grigsbylawgroup.com
11 Attorney for Bartholomew Mahoney

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

BARTHOLOMEW MAHONEY,

Plaintiff,

vs.

BONNIE MAHONEY,

Defendant,

Case No. D-13-477883-D

Dept. No. S

NOTICE OF ENTRY OF ORDER

Please take notice an Order was entered on April
28, 2019. A copy of the Order is attached hereto.

Dated this 28th day of April, 2019.

THE GRIGSBY LAW GROUP
A Professional Corporation

/s/ Aaron Grigsby
Aaron D. Grigsby, Esq.

The Grigsby Law Group
2880 W. Sahara Ave
Las Vegas, Nevada 89102
Tel: (702) 202-5235

CERTIFICATE OF SERVICE

I hereby certify that service of the Notice of Entry of Order to was made on the 28th day of April, 2020 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.

Kimberly A. Stutzman, Esq
Radford J. Smith, Shartered
2470 St. Rose Parkway Ste. 206
Henderson, Nevada 89014
rsmith@radfordsmith.com
kstutzman@radfordsmith.com

Bartholomew Mahoney
7960 Rafael Rivera Way #300
Las Vegas, Nevada 89113

/s/ Jackson Newark
Employee of The Grigsby Law Group

Steven D. Grierson

1 ORDR
2 Aaron D. Grigsby
3 Nevada Bar No. 9043
4 The Grigsby Law Group
5 A Professional Corporation
6 2880 West Sahara Ave,
7 Las Vegas, Nevada 89102
8 Telephone: (702) 202-5235
9 Facsimile: (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 ORDER FOR WITHDRAWAL OF COUNSEL

21 This matter having come before this Honorable
22 Court by way of submission to chambers, on the Motion
23 to Withdraw filed by Aaron D. Grigsby, Esq.

24 The Court having reviewed the papers, and
25 pleadings on file herein and for good cause appearing
26 therefore:

27 THE COURT HEREBY FINDS that no response or
28 opposition has been filed;

The Grigsby Law Group
2880 W. Sahara Ave,
Las Vegas, Nevada 89102
Tel: (702) 202-5235

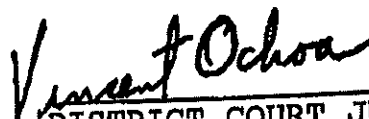
The Grigsby Law Group
2880 W. Sahara Ave.
Las Vegas, Nevada 89102
Tel: (702) 202-5235

1 IT IS HEREBY ORDERED, ADJUDGED, and DECREED that
2 Mr. Grigsby's Motion to Withdraw is granted;

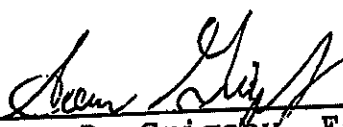
3 IT IS HEREBY FURTHER ORDERED, ADJUDGED, and
4 DECREED that Bartholomew Mahoney's's last known
5 address for service of process is as follows:

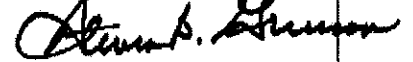
6 7960 Rafael Rivera Way #300
7 Las Vegas, Nevada 89113
8

9 DATED this 27th day of April, 2020
10

11
12 
13 DISTRICT COURT JUDGE
14

15 Submitted By:
16

17
18 
19 Aaron D. Grigsby, Esq.
20 Nevada Bar No. 9043
21 2880 W. Sahara Ave,
22 Las Vegas, Nevada 89102
23
24
25
26
27
28



1 **SAO**

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 **FAMILY DIVISION**
13 **CLARK COUNTY, NEVADA**

14 **BARTHOLOMEW M. MAHONEY, JR.,**

15 Plaintiff,

16 vs.

17 **BONNIE M. MAHONEY,**

18 Defendant.

CASE NO.: D-13-477883-D

DEPT NO.: S

19 **STIPULATION AND ORDER TO CONTINUE THE EVIDENTIARY HEARING**
20 **(First Request)**

21 COME NOW Plaintiff, BARTHOLOMEW M. MAHONEY, JR., in proper person
22 and Defendant, BONNIE MAHONEY, by and through Kimberly A. Stutzman, Esq. of
23 the law firm of Radford J. Smith Chartered, who Stipulate and request entry of Order as
24 follows:
25

- 26
- 27 1. That the evidentiary hearing currently scheduled on May 7, 2020 at 1:30 p.m. shall
28 be continued to the Court's next available date at least sixty (60) days thereafter.

1 2. That the Pretrial Memorandum shall be filed and served ten days prior to the
2 rescheduled the evidentiary hearing date.

3 3. That Witness Lists and Exhibits shall be exchanged and provided to the Court for
4 marking one week prior to the rescheduled evidentiary hearing date.
5

6 IT IS SO STIPULATED.
7

8 Dated this 1st day of May, 2020.
9 RADFORD J. SMITH, CHARTERED

10 /s/ Kimberly Stutzman

11 KIMBERLY A. STUTZMAN, ESQ.

12 Nevada State Bar No. 014085
13 2470 St. Rose Parkway, Suite 200
14 Henderson, Nevada 89074
15 kstutzman@radfordsmith.com
16 Attorneys for Defendant

Dated this 1st day of May, 2020.

/s/ **Bart mahoney**

BARTHOLOMEW M. MAHONEY JR.

7960 Rafael Rivera Way #300
Las Vegas, Nevada 89113
bmmlv@gmail.com
Plaintiff in Proper Person

17
18 **ORDER**

19 Having reviewed the foregoing stipulation of the parties and for good cause
20 appearing therefore, the Court hereby Orders as follows:
21

22 IT IS HEREBY ORDERED that the evidentiary hearing in this matter shall be
23 rescheduled to the 29th day of October, 2020 at the hour of 1:30 p.m.
24

25 IT IS FURTHER ORDERED that the Pretrial Memorandum shall be filed and
26 served ten days prior to the evidentiary hearing.
27
28

1 IT IS FURTHER ORDERED that Witness Lists and Exhibits shall be exchanged
2 and provided to the Court for marking one week prior to the evidentiary hearing.
3

4 IT IS SO ORDERED.

5 Dated this 4th day of May, 2020.

6 
7 _____
8 DISTRICT COURT JUDGE yc

9 *Respectfully submitted by:*
10 RADFORD J. SMITH, CHARTERED

11 /s/ Kimberly 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
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From: Kimberly Stutzman <kstutzman@radfordsmith.com>
Sent: Friday, May 1, 2020 4:06 PM
To: Bart Mahoney <bmmmlv27@gmail.com>
Cc: Courtney Janson <cjanson@radfordsmith.com>
Subject: Re: Mahoney - Trial

Bart:

Thank you so much for the prompt response, agreeing to continue, and the very kind words and prayers.

[REDACTED]

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.

****NOTICE****

This message is intended for the use of the individual or entity to which it is addressed and may contain attorney/client information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email or by telephone (702) 990-6448, and immediately delete this message and all its attachments.

On May 1, 2020, at 3:30 PM, Bart Mahoney <bmm1v27@gmail.com> wrote:

Kimberly, i am so sorry to hear about your daughter! She will be in my prayers. I wish her a speedy recovery!

[REDACTED]

Or course, we can ask for a stay [REDACTED]

[REDACTED]

Sent from my iPad



1 NORH

2
3
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
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 Evidentiary Hearing, presently
16 scheduled for the 29th day of October, 2020, at 1:30 PM, has been
17 rescheduled to the 3rd day of December, 2020, at 9:15 AM at the Family
18 Courts & Services Center, Courtroom 7.

19
20 Honorable Vincent Ochoa

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

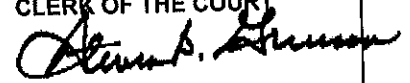
Aaron D Grigsby, Esq; Radford J Smith, Esq

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

Aaron D Grigsby
2880 W Sahara AVE
Las Vegas, NV 89102

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

/S/ Deniece Lopez
Judicial Executive Assistant
Department S



CSERV

RADFORD J. SMITH, CHARTERED

RADFORD J. SMITH, ESQ.

Nevada Bar No. 002791

KIMBERLY A. STUTZMAN, ESQ.

Nevada Bar No. 014085

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Attorneys for Defendant

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

BARTHOLOMEW M. MAHONEY, JR.,

Plaintiff,

vs.

BONNIE M. MAHONEY,

Defendant.

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

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.

1 I caused the document described as "Notice of Rescheduling Hearing (filed
2 9/17/2020)" to be served on this 28th of September, 2020 to all interested parties as follows:

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

5
6 ☒ BY ELECTRONIC SERVICE: I transmitted a copy of the foregoing
7 document this date via the Eighth Judicial District Court's electronic filing
8 system;

9 ☐ BY CERTIFIED MAIL: I placed a true copy thereof enclosed in a sealed
10 envelope, return receipt requested, addressed as follows:

11 Bartholomew M. Mahoney
12 7960 Rafael Rivera Way #300
13 Las Vegas, Nevada 89113
14 *Plaintiff in Proper Person*

15 /s/ Courtney Janson
16 An Employee of Radford J. Smith, Chartered
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Steven D. Grierson

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RADFORD J. SMITH, CHARTERED

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FAMILY DIVISION
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BARTHOLOMEW M. MAHONEY, JR.,

Plaintiff,

vs.

BONNIE M. MAHONEY,

Defendant.

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

AMENDED 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.

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13 Las Vegas, Nevada 89113
14 *Plaintiff in Proper Person*

15 /s/ Courtney Janson
16 An Employee of Radford J. Smith, Chartered
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DISTRICT COURT
CLARK COUNTY, NEVADA

BARTHOLOMWE M. MAHONEY, PLAINTIFF

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

VS

BONNIE M. MAHONEY, DEFENDANT

ORDER SETTING EVIDENTIARY HEARING

TO COUNSEL AND LITIGANTS IN PROPER PERSON:

This order sets forth critical dates and times for the major proceedings in this case. It is the responsibility of the attorneys, or the litigants (when appearing in proper person), to meet the deadlines and to appear for the following required proceedings:

IS HEREBY ORDERED THAT:

The above entitled case is set for an Evidentiary Hearing to begin on the 3rd day of December, 2020 at 9:15 AM (Stack #1). The hearing will be held in Department S, Courtroom 7 located at the Family Court and Services Center, 601 N Pecos Road, Las Vegas, Nevada 89101. If either Party requires an interpreter, it is the responsibility of that Party to make arrangements for the interpreter at the Party's expense. The number for the Interpreter's Office is (702) 455-1878.

A Pre-trial Memorandum may be filed SEVEN DAYS (7 judicial) days before the trial date and a courtesy copy must be delivered to Department S Chambers. All parties, attorneys and parties in proper person MUST comply with ALL REQUIREMENTS of E.D.C.R. 2.68, 2.69, and 5.87. With the Pre-hearing Memorandum, the parties may submit a proposed order with law and

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findings of fact supporting each issue they wish the Court to address. The proposed order may be filed separately or as an attachment to the Pre-hearing Memorandum.

If any of the following deadlines need to be adjusted, the Parties shall contact the Court within TEN (10) days of this order or file a separate stipulation and order modifying these deadlines.

Discovery Plan

IT IS FURTHER ORDERED THAT: TWENTY (20 calendar) days before the Trial, Discovery shall close.

IT IS FURTHER ORDERED THAT: the Parties shall participate in the discovery process in good faith and may utilize all discovery methods provided in NRCP 26 through NRCP 36. Each Party shall provide to the other Party the required disclosures provided in NRCP 16.2 (b).

Non-Expert Witness

IT IS FURTHER ORDERED THAT: within FIFTEEN DAYS (15 calendar) days of this Order, the Parties shall provide the other side a list of witnesses that include list of names, the address and telephone numbers of each individual(s) who are likely to possess discoverable information regarding this action, or who may be called as a witness at any stage of the proceeding including for impeachment or rebuttal. The Parties must identify the subject of the information for which the individual may be called. Witnesses can be added to the list of witnesses until TWENTY (20 calendar) days before the end of discovery.

Documents

IT IS FURTHER ORDERED THAT: a copy of each document or exhibit, including summaries of evidence which Party expects to offer as evidence at the hearing in any manner shall be provided to the other Party at least TWENTY DAYS (20 calendar) days before the end of discovery. Failure to provide timely the list of documents/exhibits and list of witnesses may result in

1 documents/exhibits or witnesses not listed being excluded from evidence or
2 other appropriate court-imposed sanctions against counsel or party in proper
3 person.

4 **IT IS FURTHER ORDERED THAT:** any objection to the authenticity or
5 genuineness of documents is to be made in writing within **(21 calendar)** days
6 of the date the receiving Party receives them. Absent such an objection, the
7 document shall be presumed authentic and genuine and shall not be excluded
8 from evidence on these grounds NRCP 16.2.

9 **Disclosure of Expert Witness and Testimony**

10 **IT IS FURTHER ORDERED THAT:** A party shall disclose to other parties
11 the identity of any person who may be used at the hearing to present evidence
12 under NRS 50.275, 50.285, and 50.305. These disclosures must be made
13 within 30 days after the initial financial disclosure form is required to be filed
14 and served under Rule 16.2(b)(2) or, if the evidence is intended solely to
15 contradict or rebut evidence on the same subject matter identified by another
16 party, within 21 days after the disclosure made by the other party. The parties
shall supplement these disclosures when required under Rule 26(e)(1).

17 Except as otherwise stipulated or directed by the court, a party who
18 retains or specially employs a witness to provide expert testimony in the case,
19 or whose duties as an employee of the party regularly involve giving expert
20 testimony, shall deliver to the opposing party a written report prepared and
21 signed by the witness 60 days before the close of discovery. The court, upon
22 good cause shown or by stipulation of the parties, may extend the deadline for
23 exchange of the expert reports or relieve a party of the duty to prepare a
24 written report in an appropriate case. The report shall contain a complete
25 statement of all opinions to be expressed and the basis and reasons therefor,
26 the data or other information considered by the witness in forming the
27 opinions, any exhibits to be used as a summary of or support for the opinions,
28 and the qualifications of the witness.

- 1 (1) Typed Exhibit lists with all stipulated exhibits marked;
2 (2) All exhibits marked by counsel for identification purposes; bound,
3 tabbed and
4 individually page numbered. Plaintiff must use numbers to tab their
5 exhibits;
6 Defendants must use letters to tab their exhibits;
7 (3) List of depositions;
8 (4) List of equipment needed for trial, including audiovisual equipment; and
9 (5) Courtesy copies of any legal briefs on hearing issues.

10 Parties are advised that they should provide two additional sets of exhibits
11 at the day of hearing; one for the judge and one for the witness stand. These
12 sets must be brought on day of hearing. **DO NOT ATTACH EXHIBITS TO
PRE-HEARING MEMORANDUMS.**

13 The Exhibit List and Witness List must be filed with the Court SEVEN
14 DAYS (7 judicial) days after the close of discovery.

15 If any deadline in this order falls on a non-judicial day, the deadline will be
16 extended to the next judicial day.

17 Failure of the designated hearing attorney or any party appearing in
18 proper person to appear for any court appearances or to comply with this
19 Order may result in any of the following: (1) dismissal of the action; (2) default
20 judgment; (3) monetary sanctions;
21 (4) vacation of hearing date; and/or any other appropriate remedy or sanction.
22 Counsel must advise the Court immediately when the case settles or is
otherwise resolved prior to the hearing.

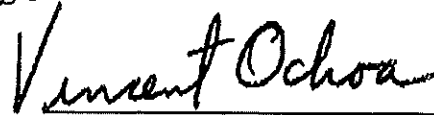
23 **ORDERS SHORTENING TIME WILL NOT BE SIGNED EXCEPT IN**
24 **EXTREME EMERGENCIES.** An upcoming hearing date is not an **EXTREME**
25 **EMERGENCY.**

26 **IT IS FURTHER ORDERED:** that no continuances will be granted to
27 either party unless written application is made to the Court, served upon
28

1 opposing counsel, and a hearing is held at least seven (7 judicial) days prior
2 to the time of hearing.

3 If this matter settles, please advise the Court as soon as possible.

4
5 DATED: 10-2-2020

6 

7 VINCENT OCHOA
8 District Court Judge
9 DEPARTMENT S

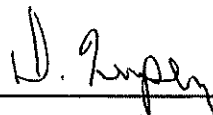
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11 CERTIFICATE OF SERVICE

12 On the above file stamped date a copy of the foregoing Order Setting Non-Jury
13 Trial was:

- 14
15 ☐ Delivered in open court
16 ☐ Placed in the appropriate attorney folder(s) at the Family Court or E-served
17 pursuant to NEFCR 9.
18 ☐ Mailed, postage fully prepaid, to

19 Kimberly A. Stutzman, Esq.

20 Bartholomew M. Mohoney, Jr.
21 7960 Rafael Rivera Way #300
22 Las Vegas, NV 89113

23
24 By: 
25
26 Deniece Lopez, JEA Dept. S



1 **PMEM**

2 RADFORD J. SMITH, CHARTERED

3 KIMBERLY A. STUTZMAN, ESQ.

4 Nevada Bar No. 014085

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10 *Attorneys for Defendant*

11 **DISTRICT COURT**
12 **FAMILY DIVISION**
13 **CLARK COUNTY, NEVADA**

14 BARTHOLOMEW M. MAHONEY, JR.,

CASE NO.: D-13-477883-D

DEPT NO.: S

15 Plaintiff,

16 vs.

17 BONNIE M. MAHONEY,

18 Defendant.

19 **DEFENDANT'S PRE-TRIAL MEMORANDUM**

20 Date of Trial: December 3, 2020

21 Time of Trial: 9:15 a.m.

22 TO: BARTHOLOMEW MAHONEY, Plaintiff; and

23 Defendant, BONNIE MAHONEY ("Bonnie"), by and through her attorneys,
24 Kimberly A. Stutzman, Esq. of the law firm of RADFORD J. SMITH, CHARTERED, and
25 hereby submits her Pre-Trial Memorandum.
26
27
28

I.

STATEMENT OF ESSENTIAL FACTS

A. NAMES AND AGES OF THE PARTIES

Plaintiff, BARTHOLOMEW MAHONEY ("Bart"), age 54.

Defendant, BONNIE MAHONEY ("Bonnie"), age 49.

B. DATE OF DECREE OF DIVORCE

The parties were divorced by stipulated Decree of Divorce ("Decree") filed February 3, 2016.

C. CHILDREN AT ISSUE AND BIRTH DATES

The parties have two minor children, BRIGITTE MAHONEY ("Brigitte"), born October 29, 2001 (age 19), and SOPHIA MAHONEY ("Sophia"), born June 12, 2004 (age 16).

D. RESOLVED ISSUES, INCLUDING AGREED RESOLUTION

Nevada has both personal and subject matter jurisdiction.

E. STATEMENT OF UNRESOLVED ISSUES

1. Bonnie's Request to sanction Bart for his willful violation of the parties' Decree for nonpayment of Child Support, Alimony, Defendant's portion of Plaintiff's bonuses, and Attorney's Fees due under the Decree.

1 2. Bonnie's Request to Reduce Child Support Arrearages, Interest, and Penalties
2 to Judgment;

3 3. Bonnie's Request to Reduce Unpaid Alimony and Property Settlement
4 Payment to Judgment; and

5 4. Bonnie's request for attorney's fees and costs as a result of this post-Decree
6 action.
7

8 II.

9 POINTS AND AUTHORITIES

10
11 As of the date of this memorandum, Bart failed to pay Bonnie the full amounts due
12 under the parties' stipulated Decree. He also fails to dispute that he should not be sanctioned.
13 Bart failed to timely provide *any* documents. Bonnie was forced to subpoena Bart's bank
14 and employment records. At trial, Bonnie will demonstrate that Bart should be sanctioned
15 for this nonpayment of Child Support, Alimony, Attorney's Fees, and Bonuses to Bonnie.
16 Combined, Bart owes Bonnie more than \$115,965.25 (because some of this does not include
17 interest as discussed below. Because Bart does not pay her the proper amount of support,
18 she can barely meet her own expenses¹.
19
20
21
22

23 As discussed above, the parties have two children, BRIGITTE MAHONEY
24 ("Brigitte"), born October 29, 2001 (age 19), and SOPHIA MAHONEY ("Sophia"), born
25
26
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28 ¹ 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 June 12, 2004 (age 16). (Brigitte was a minor when Bonnie initially filed her motion and
2 has since emancipated.)

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

9
10 **1. Bart's Failure to Pay Bonnie Child and Spousal Support**

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

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

21 Bart failed to timely or fully paid his obligations to Bonnie. Rather than pay the total
22 amount due prior to the 5th and 25th of each month, Bart pays Bonnie sporadically. Bonnie,
23 however, has kept a record of the total amount received each month. *See* Updated Schedule
24 of Arrears, filed separately.
25
26
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1 Bart, however, electronically transfers funds to Bonnie. Because he did not specify
2 what the amounts are for, Bonnie kept a record of the total amount due, \$4,850, and the total
3 amount received that month. *Id.*

4
5 From September 2015 through to the present, Bart generally pays less than the
6 amount that he owes. Bonnie submits that Bart's late payment of support causes him to be
7 subject to the statutory penalty until the penalty expired on January 31, 2020 pursuant to the
8 new Child Support Guidelines in NAC 425. Those penalties are calculated through January
9 31, 2020 as part of Bonnie's Schedule of Arrearages. *Id.*

10
11 Bonnie routinely requests that Bart pay timely and in full. Bart refuses. *See Examples*
12 *of Communication from Bonnie to Bart*, which will be presented at trial. When she has
13 asked for full payments, Bart claims he has paid more than the amount due for other months.
14
15 This, however, is not true. If Bart has paid more than the \$4,850, it was either for payments
16 towards his arrears or for his share of the children's school registration or book fees, which
17 Bonnie and the girls begged Bart to pay. Other than the few payments in excess of \$4,850,
18 he has not paid anything else toward the arrearages, interest, and statutory penalties that
19 accrued when he paid late or failed to pay at all. *See Schedule of Arrears*, filed separately.
20
21 The interest and penalties that Bart owes related to his delinquencies in support are
22 calculated in Bonnie's Schedule of Arrearages. The interest is calculated at the legal rate(s).
23
24 The mandatory statutory penalty under NRS 125B.095 is calculated at 10 percent per annum
25 after 30 days of delinquency.
26
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28

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

Bart is delinquent on other payments he is required to make under the Decree. The Decree obligates Bart to reimburse Bonnie attorney fees in the amount of \$10,000. Bart is to pay Bonnie \$555 per month for the attorney fees directly until paid in full. *See Decree*, page 7, line 10.

Bart failed to make these payments to Bonnie. As of the date of this Motion, the Attorney Fees should be paid in full. Because Bart did not pay his attorney fee payments timely, he is subject to interest calculated at the legal interest rate. Bonnie subpoenaed Bart's bank records. Upon a thorough and time-consuming review, she confirmed that Bart paid a portion of the fees as a result of a note in his transfer. Again, because Bart was making electronic transfers, it was difficult to initially discern what the transfer was for.

The payments commenced September 2015 in the amount of \$555 per month until the \$10,000 was paid in full in March 2017. Bart paid as follows:

- \$555 in November 2015, December 2015, and January 2016.
- \$1,030 in March 2016.
- \$550 in April 2016.
- \$1,100 in August 2017
- \$550 in November 2017

1 As a result, Bart paid Bonnie \$4,895 towards the \$10,000. Bart still owes Bonnie
2 \$5,105. Bart also owes \$1,523.78 in interest. As set forth in the analysis of the attorney fee
3 arrearages, Bart owes \$6,628.78. See Schedule of Arrears.

4
5 **3. Bart's failure to pay a portion of his Bonuses to Bonnie**

6 The Decree orders Bart to pay Bonnie her portion of his bonuses each year. He failed
7 to do so. The Decree states in relevant part –

8
9 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Dad
10 receives bonuses annually and it is agreed that Dad shall pay Mom twenty-
11 five percent (25%) of the after-tax amount of the bonus for a period of four
12 years, commencing September 1, 2015. For tracking purposes, Dad shall
13 provide Mom with a copy of his W-2 forms annually. If Dad does not provide
14 his W-2 forms to Mom by April 15th of each year, Dad shall be responsible
15 to pay Mom thirty-five (35%) of the after-tax amount of any bonus he
16 received for the period in which he failed to provide the W-2.

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

19 Despite Bonnie's requests, Bart failed to provide her with his W2 forms or any
20 portion of the after-tax amount for September 1, 2015 through September 1, 2019. Because
21 he failed to comply with the April 15th deadline each year, Bart must pay Bonnie with 35%
22 of the after-tax bonuses plus the legal interest that has accrued as a result of his non-
23 payment.

24
25 Upon a thorough and time-consuming review of Bart's employment records, Bart
26 received the following Bonuses:

- 27
28 - Southern Wine and Spirits on 5/15/2015: \$28,764.00

1 ○ DEF1511

2 - Southern Wine and Spirits on 5/22/2015: \$58,554.08

3 ○ DEF1047

4 - Bonus Deposited in account on 6/4/2015: \$10,000.00

5 ○ DEF1053

6 - Shamus & Peabody LLC on 9/1/2015: \$15,000.00

7 ○ DEF1461

8 - Shamus & Peabody LLC on 2/15/2016: \$2,105.98

9 ○ DEF1465

10 - Thomas Keller Restaurant Group on 7/22/2016: \$4,646.45

11 ○ DEF1468

12 - *Golden 2018 - Bonus eligibility 30% base pay

13 ○ DEF1842

14 - Golden Entertainment - signing bonus 2018 on 6/8/2018: \$25,000.00

15 ○ DEF1863

16 - Resorts World on 6/6/2019: \$25,000.00

17 ○ DEF1724

18 - Resorts World on 1/9/2020: \$80,384.49 (for the year 2019)

19 ○ DEF1756

1 The total bonuses that Bart received is approximately \$249,455.00. Because Bart
2 failed to provide evidence of his bonus to Bonnie prior to April 15th of each year, Bart should
3 pay Bonnie thirty-five (35%) of the after-tax amount of his bonuses. Thus, Bonnie shall
4 receive at least \$87,309.25 ($\$249,455.00 \times 35\%$). This figure, however, does not include the
5 interest on each amount due. Bonnie will submit that spreadsheet with her Schedule of
6 Arrears and as a demonstrative exhibit at trial.
7

8 III.

9 **THE COURT SHOULD REDUCE BART'S CHILD SUPPORT AND ALIMONY** 10 **ARREARAGES TO JUDGMENT** 11

12 As addressed above, Bart owes child support in the principal sum of \$15,331 through
13 to February 2020. Bonnie will update this figure in her Schedule of Arrears. EDCR 5.508
14 states in relevant part:
15

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

20 Bonnie's Schedule of Arrearages sets forth the interest and penalties that have accrued on
21 Bart's child support obligation.
22

23 The court may enter an order reducing any support arrearages to judgment. NRS
24 125.180 states as follows -
25

- 26 1. When either party to an action for divorce, makes default in paying any
27 sum of money as required by the judgment or order directing the payment
28 thereof, the district court may make an order directing entry of judgment for

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

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

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

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

9 [Emphasis added.]

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

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

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

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

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

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

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

1 [Emphasis added.] Further, the Court must accrue a penalty of 10% per annum on all
2 arrearages past thirty (30) days delinquent pursuant to NRS 125B.095 until February 1,
3 2020 when NAC 425 became effective. *See* Schedule of Arrears.

4 Furthermore, Bonnie requests that the Court reduce Bart's unpaid support sum to
5 judgment. Bonnie also requests that under NRS 125.140 and NRS 125.180, the Court order
6 Bart to pay Bonnie's reasonable attorney's fees incurred in the prosecution of her Motion
7 to reduce child support arrearages to judgment
8
9

10 IV.

11 **THE COURT SHOULD REDUCE BART'S UNPAID ATTORNEY FEES AND**
12 **BONUSES TO JUDGMENT**

13 As set forth above, Bart has failed to pay Bonnie attorney fees due under the Court's
14 Decree. *See* Schedule of Arrearages. Bart owes Bonnie \$5,105 of unpaid attorney fees. The
15 Court should direct that all amounts due should accrue legal interest from the date of the
16 filing of this motion. NRS 17.115 reads:
17
18

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

28 Moreover, when parties to pending litigation enter into a settlement, they enter into a
contract. Such a contract is subject to general principles of contract law. *Grisham v.*

1 *Grisham*, 289 P.3d 230, 234 (Nev. 2012) (citations omitted). NRS 99.040 accounts for the
2 interest rate when it is not fixed by express contract for certain types of transactions. That
3 statute reads:
4

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

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

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

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

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

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

20 Here, Bart and Bonnie entered into a settlement. The Decree is subject to general
21 principles of contract law. The parties did not expressly fix an interest rate. The legal
22 interest rate applies to Bart's nonpayment. The interest due is \$1,523.78. The total amount,
23 including interest, is \$6,628.78. Bonnie requests that the enter its judgment in favor of
24 Bonnie and against Bart in that amount, and that it includes in that judgment the payment
25 of legal interest from the date of the filing of this Motion.

26 The court should also include the legal interest rate in calculating Bart's non-payment
27 of Bonnie's portion of the bonuses. Bart owes Bonnie \$87,309.25. This figure, however, is
28 subject to different time periods and interest rates. Thus, a full accounting will be submitted

1 with Bonnie's Schedule of Arrears. With the current interest rate of 5.25%, however, Bart's
2 interest on \$87,309.25 is approximately \$381.98 each month.

3 V.

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

6 EDCR 7.60(b) states in pertinent part:

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

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

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

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

21 As a result of Bart's noncompliance, he has unnecessarily multiplied the proceedings
22 in this matter by failing to comply with the Court's orders. Bonnie has attempted to
23 minimize the fees related to this matter by giving Bart more than ample opportunity to
24

1 comply with these orders and by postponing the filing of this Motion. Bart also failed to
2 provide any evidence to support his claims in his opposition. In fact, Bart failed to file his
3 FDF for months. As a result, Bonnie was forced to directly subpoena documents to ensure
4 timely compliance. The Court should sanction Bart due to his continued, and repeated
5 violations of the Court's orders.
6

7 Bart should be sanctioned in order to ensure his compliance in the future. Unless he
8 is sanctioned with a monetary fine, Bart will continue to consider himself above the law and
9 will not abide by the court's orders.
10

11 Further, Bonnie seeks a judgment against Bart for the fees she has had to expend in
12 filing her Motion, preparing for this evidentiary hearing, and in attempting to seek Bart's
13 compliance with the Court's orders. A memorandum of fees and costs incurred by Bonnie
14 in filing of this Motion shall be produced to the Court upon the Court's direction. Bonnie
15 seeks judgment against Bart for the full amount of fees and costs she has incurred.
16
17

18 VII.

19 **BONNIE'S REQUEST FOR REVIEW AND MODIFICATION OF CHILD** 20 **SUPPORT SHOULD BE GRANTED** 21

22 NRS 125B.145(1) reads:
23

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

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

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

5 Here, the last order regarding child support was filed on February 3, 2016, more than
6 three years ago. For those reasons, Bonnie requests that this Court review and modify the
7 child support award.

8 Bart's FDF filed December 13, 2019 indicates that he earns \$132.21 per hour, which
9 is \$274,996.80 per year or a gross monthly income of \$22,916.40. Pursuant to NAC 425,
10 his child support should be calculated as follows for one child:
11

12 - $\$6,000 \times 16\% = \960

13 - $+ \$4,000 \times 8\% = \320

14 - $+ \underline{\$12,916.40} = \517

15 - $= \$1,797$

16 Pursuant to NAC 425, \$1,797 for one child should be retroactive from when Bonnie
17 filed her motion in May 2019 or in the alternative, to when the parties' oldest daughter
18 emancipated to present until their second child emancipates.
19

20 On October 1, 2019, Brigitte emancipated. Bart unilaterally decided to reduce his
21 child support obligation from \$2,182 to \$1,091 per month without a court order allowing
22 him to do so. Brigitte, however, did not graduate until the following spring. Thus, her child
23 support should have continued until graduation. Thus, the current court ordered child
24 support remains \$2,182. Nevertheless, as a result of the Brigitte's graduation and the
25
26
27
28

1 enactment of NAC 425 on February 1, 2020, Bonnie reserves the right to file a Trial Brief
2 pursuant to EDCR 7.27 on this matter.

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 has
9 incurred attorney's fees and costs in the prosecution of this Motion. A request for an order
10 directing another party to pay attorney's fees must be based upon statute, rule or contractual
11 provision. *See, e.g., Rowland v. Lepire*, 99 Nev. 308, 662 P.2d 1332 (1983). Here, there is
12 a statutory mandate for an award of fees against a party shown to be in arrearages in child
13 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 As stated above, EDCR 7.60 allows an order for attorney's fees when a party
21 multiplies the proceedings or "Fails or refuses to comply with any order of a judge of the
22 court." EDCR 7.60(b)(5).
23

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

1 NRS 125.150 pertaining to an award for attorney's fees, states in relevant part,

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

6 In *Miller v. Wilfong*, 121 Nev. 619, 621, 119 P.3d 727, 730 (2005), the Court stated:

7 [I]t is within the trial court's discretion to determine the reasonable amount of
8 attorney fees under a statute or rule, in exercising that discretion, the court
9 must evaluate the factors set forth in *Brunzell v. Golden Gate National Bank*,
10 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). Under *Brunzell*, when courts
11 determine the appropriate fee to award in civil cases, they must consider
12 various factors, including the qualities of the advocate, the character and
13 difficulty of the work performed, the work actually performed by the attorney,
14 and the result obtained. We take this opportunity to clarify our jurisprudence
15 in family law cases to require trial courts to evaluate the Brunzell factors when
16 deciding attorney fee awards. Additionally, in *Wright v. Osburn*, this court
17 stated that family law trial courts must also consider the disparity in income
of the parties when awarding fees. Therefore, parties seeking attorney fees in
family law cases must support their fee request with affidavits or other
evidence that meets the factors in Brunzell and Wright.

18 One of the four factors this Court must review, under the above cited decisions in
19 *Wilfong* and *Brunzell*, is the result obtained. NRCP 54 states in relevant part,
20

21 **(B) Timing and Contents of the Motion.** Unless a statute provides
22 otherwise, the motion must be filed no later than 20 days after notice of
23 entry of judgment is served; specify the judgment and the statute, rule, or
24 other grounds entitling the movant to the award; state the amount sought or
25 provide a fair estimate of it; and be supported by counsel's affidavit
26 swearing that the fees were actually and necessarily incurred and were
27 reasonable, documentation concerning the amount of fees claimed, and
28 points and authorities addressing appropriate factors to be considered by the
court in deciding the motion. The time for filing the motion may not be
extended by the court after it has expired.

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

7 Bonnie requests that the court defer the issue of fees and costs until the end of trial and
8 allow Bonnie to submit a Memorandum of Fees and Costs pursuant to NRCP 54 with a
9 complete analysis of under the *Brunzell* factors and billing history/invoices.²
10
11

12 III.

13 LIST OF WITNESSES

14 *Other than the parties and a resident witness, list all witnesses intended to be called by*
15 *you. Further provide a brief summary of the witnesses' anticipated testimony.*
16

17 None. Only the parties will testify.

18 V.

19 LIST OF EXHIBITS

20 *List and identify specifically each item of evidence intended to be introduced by you*
21 *at the time of trial:*
22

23 Any and all documents produced by either party during the discovery phase of this
24 matter including, but not limited to the following:
25

26 A. Bonnie's Financial Disclosure Form

27 B. Bart's Financial Disclosure Form

28 ² *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31, 33 (1969).

- 1 C. Schedule of Arrears
2 D. Subpoena response from Chase Bank
3 E. Subpoena response from Wells Fargo Bank
4 F. Subpoena response from First Republic Bank
5 G. Subpoena response from Southern Glazier Wine and Spirits
6 H. Subpoena response from Resorts World Las Vegas
7 I. Subpoena response from Golden Entertainment
8 J. Chase Checking Account ending #1595, statements from December 2014 to
9 August 2019
10 K. Zelle Transfers between the parties
11 L. Transfers from Bart to Bonnie, June 2019 through to March 2020
12 M. Bonnie's Chase x1595 August 2019 through to February 2020
13 N. Letter from A. Grigsby, dated December 13, 2019
14 O. Defendant's Exhibits to Her Initial Motion
15 P. Emails between the parties September 2015 email string regarding transportation
16 fees
17 Q. Emails between the parties January 2016 and February 2016 emails regarding
18 orthodontist expenses
19 R. Emails between the parties January 2019 email regarding arrears
20 S. Email re IRS Tax Issues, February 2018
21 T. Email re Brigitte Ortho Fees
22 U. Attached copies of Brigitte billing
23 V. Letter from Merrick Bank re Collections, February 18, 2016
24 W. Email re Brigitte Ortho Fees with Bills attached
25 X. Emails re Overdue Bills
26 Y. Lake Avenue Ortho – Financial Arrangements for Patients
27 Z. Emails between the parties re Divorce Decree, November 20, 2015
28 AA. Emails between the parties re Support is past due, January 14-28, 2019
BB. Emails between the parties re Possible Suspension – Sophia Mahoney,
March 28, 2019 – April 30, 2019
CC. Emails between the parties re US, March 13, 2014
DD. Text Messages between the parties, beginning April 2017
EE. Radford J. Smith, Chartered Billing Statements

VI.

LENGTH OF TRIAL

Length of trial: The trial is currently scheduled for half a day.

1 Dated this 23rd day of November 23, 2020.

2 RADFORD J. SMITH, CHARTERED

3 /s/ Kimberly A. Stutzman

4 KIMBERLY A. STUTZMAN, ESQ.

5 Nevada State Bar No. 014085

6 2470 St. Rose Parkway, Suite 206

7 Henderson, Nevada 89074

8 *Attorney for Defendant*

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 served the foregoing document described as "DEFENDANT'S PRE-TRIAL MEMORANDUM" on November 23, 2020, to all interested parties as follows:

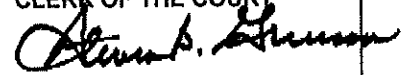
☒ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail to the electronic mail address shown below;

Bart Mahoney
7960 Rafael Rivera Way, #300
Las Vegas, NV 89113

Bart Mahoney bmmly27@gmail.com

/s/ Malia Banks

An employee of Radford J. Smith, Chartered



EXHS

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
FAMILY DIVISION
CLARK COUNTY, NEVADA**

BARTHOLOMEW M. MAHONEY, JR.,

Plaintiff,

vs.

BONNIE M. MAHONEY,

Defendant.

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

DEFENDANT'S LIST OF TRIAL EXHIBITS

Date of Trial: December 3, 2020
Time of Trial: 9:15 a.m.

COMES NOW Defendant, BONNIE MAHONEY ("Bonnie"), by and through her attorney, Kimberly A. Stutzman, Esq. of the law firm of RADFORD J. SMITH, CHARTERED, and hereby submits her List of Exhibits for use at Trial.

Exh.	Description	Offer	Object	Admit
A.	Bonnie's Financial Disclosure Form			
B.	Bart's Financial Disclosure Form			
C.	Schedule of Arrears, including demonstrative exhibits: 1. Child Support and Alimony Arrears 2. Attorney's Fees Arrears 3. Bonus Information 4. Southern Wine and Spirits Bonus May 15, 2015 5. Southern Wine and Spirits Bonus May 22, 2015 6. Additional Bonus June 4, 2015 7. Shamus & Peabody LLC, September 1, 2015 8. Shamus & Peabody LLC, February 15, 2016 9. Thomas Keller, July 22, 2016 10. Golden Entertainment, signing bonus, June 8, 2018 11. Resorts World, January 9, 2020 12. Resorts World, June 6, 2020			
D.	Subpoena response from Chase Bank			
E.	Subpoena response from Wells Fargo Bank			
F.	Subpoena response from First Republic Bank			
G.	Subpoena response from Southern Glazier Wine and Spirits			
H.	Subpoena response from Resorts World Las Vegas			
I.	Subpoena response from Golden Entertainment			
J.	Chase Checking Account ending #1595, statements from December 2014 to August 2019			
K.	Zelle Transfers between the parties			
L.	Transfers from Bart to Bonnie, June 2019 through to March 2020			
M.	a. Bonnie's Chase x1595 August 2019 through to February 2020			
N.	Letter from A. Grigsby, dated December 13, 2019			
O.	Defendant's Exhibits to Her Initial Motion			

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Q.	Emails between the parties January 2016 and February 2016 emails regarding orthodontist expenses			
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U.	Attached copies of Brigitte billing			
V.	Letter from Merrick Bank re Collections, February 18, 2016			
W.	Email re Brigitte Ortho Fees with Bills attached			
X.	Emails re Overdue Bills			
Y.	Lake Avenue Ortho – Financial Arrangements for Patients			
Z.	Emails between the parties re Divorce Decree, November 20, 2015			
AA.	Emails between the parties re Support is past due, January 14-28, 2019			
BB.	Emails between the parties re Possible Suspension – Sophia Mahoney, March 28, 2019 – April 30, 2019			
CC.	Emails between the parties re US, March 13, 2014			
DD.	Text Messages between the parties, beginning April 2017			
EE.	Radford J. Smith, Chartered Billing Statements			

Dated this 24th day of November 2020.

RADFORD J. SMITH, CHARTERED

/s/ Kimberly A. Stutzman
KIMBERLY A. STUTZMAN, ESQ.
Nevada State Bar No. 014085
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorney for Defendant

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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.

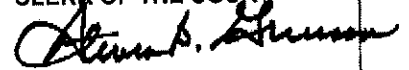
I served the foregoing document described as "DEFENDANT'S LIST OF TRIAL EXHIBITS" on November 24, 2020, to all interested parties as follows:

☒ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail to the electronic mail address shown below;

Bart Mahoney
7960 Rafael Rivera Way, #300
Las Vegas, NV 89113

Bart Mahoney bmmly27@gmail.com

/s/ Kimberly A. Stutzman
An employee of Radford J. Smith, Chartered



EXHS

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
FAMILY DIVISION
CLARK COUNTY, NEVADA**

BARTHOLOMEW M. MAHONEY, JR.,

Plaintiff,

vs.

BONNIE M. MAHONEY,

Defendant.

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

DEFENDANT'S AMENDED LIST OF TRIAL EXHIBITS

Date of Trial: December 3, 2020
Time of Trial: 9:15 a.m.

COMES NOW Defendant, BONNIE MAHONEY ("Bonnie"), by and through her attorney, Kimberly A. Stutzman, Esq. of the law firm of RADFORD J. SMITH, CHARTERED, and hereby submits her List of Exhibits for use at Trial.

Exh.	Description	Offer	Object	Admit
A.	Bonnie's Financial Disclosure Form			
B.	Bart's Financial Disclosure Form			
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D.	Bart's W-2s 2015-2018			
E.	Subpoena response from Chase Bank			
F.	Subpoena response from Wells Fargo Bank			
G.	Subpoena response from First Republic Bank			
H.	Subpoena response from Southern Glazier Wine and Spirits			
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M.	Transfers from Bart to Bonnie, June 2019 through to March 2020			
N.	a. Bonnie's Chase x1595 August 2019 through to February 2020			
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Q.	Emails between the parties September 2015 email string regarding transportation fees			
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DD.	Emails between the parties re US, March 13, 2014			
EE.	Text Messages between the parties, beginning April 2017			
FF.	Radford J. Smith, Chartered Billing Statements			

Dated this 24th day of November 2020.

RADFORD J. SMITH, CHARTERED

/s/ Kimberly A. Stutzman
KIMBERLY A. STUTZMAN, ESQ.
Nevada State Bar No. 014085
2470 St. Rose Parkway, Suite 206
Henderson, Nevada 89074
Attorney for Defendant

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 served the foregoing document described as "DEFENDANT'S LIST OF TRIAL EXHIBITS" on November 24, 2020, to all interested parties as follows:

☒ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail to the electronic mail address shown below;

Bart Mahoney
7960 Rafael Rivera Way, #300
Las Vegas, NV 89113

Bart Mahoney bmmlv27@gmail.com

/s/ Kimberly A. Stutzman
An employee of Radford J. Smith, Chartered

Steven D. Grierson

EXHS

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
FAMILY DIVISION
CLARK COUNTY, NEVADA

BARTHOLOMEW M. MAHONEY, JR.,

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

Plaintiff,

vs.

BONNIE M. MAHONEY,

Defendant.

DEFENDANT'S SECOND AMENDED LIST OF TRIAL EXHIBITS

Date of Trial: December 3, 2020
Time of Trial: 9:15 a.m.

COMES NOW Defendant, BONNIE MAHONEY ("Bonnie"), by and through her attorney, Kimberly A. Stutzman, Esq. of the law firm of RADFORD J. SMITH, CHARTERED, and hereby submits her List of Exhibits for use at Trial.

Exh.	Description	Offer	Object	Admit
A.	Bonnie's Financial Disclosure Form			
B.	Bart's Financial Disclosure Form			
C.	Schedule of Arrears, including demonstrative exhibits: 1. Child Support and Alimony Arrears 2. Attorney's Fees Arrears 3. Bonus Information 4. Southern Wine and Spirits Bonus May 15, 2015 5. Southern Wine and Spirits Bonus May 22, 2015 6. Additional Bonus June 4, 2015 7. Shamus & Peabody LLC, September 1, 2015 8. Shamus & Peabody LLC, February 15, 2016 9. Thomas Keller, July 22, 2016 10. Golden Entertainment, signing bonus, June 8, 2018 11. Resorts World, January 9, 2020 12. Resorts World, June 6, 2020			
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G.	Subpoena response from First Republic Bank			
H.	Subpoena response from Southern Glazier Wine and Spirits			
I.	Subpoena response from Resorts World Las Vegas			
J.	Subpoena response from Golden Entertainment			
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M.	Transfers from Bart to Bonnie, June 2019 through to March 2020			
N.	a. Bonnie's Chase x1595 August 2019 through to February 2020			
O.	Letter from A. Grigsby, dated December 13, 2019			

P.	Defendant's Exhibits to Her Initial Motion			
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DD.	Emails between the parties re US, March 13, 2014			
EE.	Text Messages between the parties, beginning April 2017			
FF.	Radford J. Smith, Chartered Billing Statements			
GG.	Subpoena Response from Wynn Las Vegas			

Dated this 25th day of November 2020.

RADFORD J. SMITH, CHARTERED

/s/ Kimberly A. Stutzman

KIMBERLY A. STUTZMAN, ESQ.

Nevada State Bar No. 014085

2470 St. Rose Parkway, Suite 206

Henderson, Nevada 89074

Attorney for Defendant

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 served the foregoing document described as "DEFENDANT'S LIST OF TRIAL EXHIBITS" on November 25, 2020, to all interested parties as follows:

☒ BY ELECTRONIC MAIL: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via electronic mail to the electronic mail address shown below;

Bart Mahoney
7960 Rafael Rivera Way, #300
Las Vegas, NV 89113

Bart Mahoney bmm1v27@gmail.com

/s/ Courtney Janson
An employee of Radford J. Smith, Chartered



1 **SCHD**

2 RADFORD J. SMITH, CHARTERED

3 KIMBERLY A. STUTZMAN, ESQ.

4 Nevada State Bar No. 014085

5 2470 St. Rose Parkway Suite 206

6 Henderson, Nevada 89014

7 Telephone: (702) 990-6448

8 Facsimile: (702) 990-6456

9 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 KIMBERLY STUTZMAN, ESQ., declares and says:

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

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

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

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

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

17 6. Bart is also in arrears for attorney fees and costs in the amount of \$5,105.00.
18 Interest also accrued in the amount of \$1,523.78. Bart owes a total for unpaid attorney's
19 fees in the amount of \$6,628.78.
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7. Bart received the following bonuses, none of which he provided information before April of each of the following year to Bonnie:

Southern Wine and Spirits	2015	5/15/2015	\$ 28,764.00	DEF1511
Southern Wine and Spirits	2015	5/22/2015	\$ 58,554.08	DEF1047
Bonus Deposited in acct	2015	6/4/2015	\$ 10,000.00	DEF1053
Shamus & Peabody LLC	2015	9/1/2015	\$ 15,000.00	DEF1461
Shamus & Peabody LLC	2016	2/15/2016	\$ 2,105.98	DEF1465
Thomas Keller Restaurant Group	2016	7/22/2016	\$ 4,646.45	DEF1468
Wynn Las Vegas	2017	1/8/2017	\$ 40,000.00	DEF2176
Wynn Las Vegas	2018	1/19/2018	\$ 40,000.00	DEF2174
*Golden 2018 - Bonus eligibility 30% base pay				DEF1842
Golden Entertainment - signing bonus	2018	6/8/2018	\$ 25,000.00	DEF1863
Resorts World	2019	1/9/2020	\$ 80,384.49	DEF1756
Resorts World	2019	6/6/2019	\$ 25,000.00	DEF1724

8. Because Bart failed to provide the information, Bonnie is entitled to receive 35% of the bonus as follows:

Southern Wine and Spirits	\$ 10,067.40
Southern Wine and Spirits	\$ 20,493.93
Bonus Deposited in acct	\$ 3,500.00
Shamus & Peabody LLC	\$ 5,250.00
Shamus & Peabody LLC	\$ 737.09
Thomas Keller Restaurant Group	\$ 1,626.26
Wynn Las Vegas	\$ 14,000.00
Wynn Las Vegas	\$ 14,000.00
*Golden 2018 - Bonus eligibility 30% base pay	\$ -
Golden Entertainment - signing bonus	\$ 8,750.00
Resorts World	\$ 28,134.57
Resorts World	\$ 8,750.00

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

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

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

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

21 12. Under penalty of perjury, pursuant to the best information known and
22 available to me, the following schedule accurately sets out the dates and amounts of
23 periodic payments due pursuant to a lawful court order, the dates and amounts of all
24 payments received, and the principal, interest, and penalties due.
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1 13. I declare under penalty of perjury, under the laws of the State of Nevada and
2 the United States (NRS 53.045 and 28 U.S.C. § 1746), that the foregoing is true and
3 correct.
4

5 RADFORD J. SMITH, CHARTERED

6
7 /s/ Kimberly A. Stutzman
8 KIMBERLY A. STUTZMAN, ESQ.
9 Nevada State Bar No. 014085
10 2470 St. Rose Parkway Suite 206
11 Henderson, Nevada 89014
12 Telephone: (702) 990-6448
13 Facsimile: (702) 990-6456
14 kstutzman@radfordsmith.com
15 *Attorneys for Defendant*
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EXHIBIT “A”

April, 2018	\$ 4,850.00	\$ 4,400.00	\$ 450.00	6.50	0.00542	\$ 10,884.00	\$ 58.96	0.008333	\$ 90.70
May, 2018	\$ 4,850.00	\$ 4,000.00	\$ 850.00	6.50	0.00542	\$ 11,734.00	\$ 63.56	0.008333	\$ 97.78
June, 2018	\$ 4,850.00	\$ 5,000.00	\$ (150.00)	6.50	0.00542	\$ 11,584.00	\$ 62.75	0.008333	\$ 96.53
July, 2018	\$ 4,850.00	\$ 5,500.00	\$ (650.00)	7.00	0.00583	\$ 10,934.00	\$ 63.78	0.008333	\$ 91.11
August, 2018	\$ 4,850.00	\$ 8,000.00	\$ (3,150.00)	7.00	0.00583	\$ 7,784.00	\$ 45.41	0.008333	\$ 64.86
September, 2018	\$ 4,850.00	\$ 4,000.00	\$ 850.00	7.00	0.00583	\$ 8,634.00	\$ 50.37	0.008333	\$ 71.95
October, 2018	\$ 4,850.00	\$ 7,750.00	\$ (2,900.00)	7.00	0.00583	\$ 5,734.00	\$ 33.45	0.008333	\$ 47.78
November, 2018	\$ 4,850.00	\$ 2,000.00	\$ 2,850.00	7.00	0.00583	\$ 8,584.00	\$ 50.07	0.008333	\$ 71.53
December, 2018	\$ 4,850.00	\$ 4,850.00	\$ -	7.00	0.00583	\$ 8,584.00	\$ 50.07	0.008333	\$ 71.53
January, 2019	\$ 4,850.00	\$ 4,000.00	\$ 850.00	7.50	0.00625	\$ 9,434.00	\$ 58.96	0.008333	\$ 78.61
February, 2019	\$ 4,850.00	\$ 4,000.00	\$ 850.00	7.50	0.00625	\$ 10,284.00	\$ 64.28	0.008333	\$ 85.70
March, 2019	\$ 4,850.00	\$ 3,500.00	\$ 1,350.00	7.50	0.00625	\$ 11,634.00	\$ 72.71	0.008333	\$ 96.95
April, 2019	\$ 4,850.00	\$ 3,600.00	\$ 1,250.00	7.50	0.00625	\$ 12,884.00	\$ 80.53	0.008333	\$ 107.36
May, 2019	\$ 4,850.00	\$ 4,000.00	\$ 850.00	7.50	0.00625	\$ 13,734.00	\$ 85.84	0.008333	\$ 114.45
June, 2019	\$ 4,850.00	\$ 4,400.00	\$ 450.00	7.50	0.00625	\$ 14,184.00	\$ 88.65	0.008333	\$ 118.20
July, 2019	\$ 4,850.00	\$ 4,980.00	\$ (130.00)	7.50	0.00625	\$ 14,054.00	\$ 87.84	0.008333	\$ 117.11
August, 2019	\$ 4,850.00	\$ 4,000.00	\$ 850.00	7.50	0.00625	\$ 14,904.00	\$ 93.15	0.008333	\$ 124.20
September, 2019 (AI end)	\$ 2,182.00	\$ 3,100.00	\$ (918.00)	7.50	0.00625	\$ 13,986.00	\$ 87.41	0.008333	\$ 116.55
October, 2019	\$ 2,182.00	\$ 2,100.00	\$ 82.00	7.50	0.00625	\$ 14,068.00	\$ 87.93	0.008333	\$ 117.23
November, 2019	\$ 2,182.00	\$ 3,100.00	\$ (918.00)	7.50	0.00625	\$ 13,150.00	\$ 82.19	0.008333	\$ 109.58
December, 2019	\$ 2,182.00	\$ 2,183.00	\$ (1.00)	7.50	0.00625	\$ 13,149.00	\$ 82.18	0.008333	\$ 109.57
January, 2020	\$ 2,182.00	\$ 2,182.00	\$ -	6.75	0.00563	\$ 13,149.00	\$ 73.96	0.008333	\$ 109.57
February, 2020 (partial)	\$ 2,182.00	\$ 1,091.00	\$ 1,091.00	6.75	0.00563	\$ 14,240.00	\$ 80.10	0.000000	\$ -
March, 2020 (TBD)	\$ 2,182.00	\$ 1,091.00	\$ 1,091.00	6.75	0.00563	\$ 15,331.00	\$ 86.24	0.000000	\$ -
April, 2020 (TBD)	\$ 2,182.00	\$ 1,091.00	\$ 1,091.00	6.75	0.00563	\$ 16,422.00	\$ 92.37	0.000000	\$ -
May-20	\$ 2,182.00	\$ 1,682.00	\$ 500.00	6.75	0.00563	\$ 16,922.00	\$ 95.19	0.000000	\$ -
Jun-20	\$ 2,182.00	\$ 1,091.00	\$ 1,091.00	6.75	0.00563	\$ 18,013.00	\$ 101.32	0.000000	\$ -
Jul-20	\$ 2,182.00	\$ 500.00	\$ 1,682.00	5.25	0.00438	\$ 19,695.00	\$ 86.17	0.000000	\$ -
Aug-20	\$ 2,182.00	\$ 1,091.00	\$ 1,091.00	5.25	0.00438	\$ 20,786.00	\$ 90.94	0.000000	\$ -
Sep-20	\$ 2,182.00	\$ 1,091.00	\$ 1,091.00	5.25	0.00438	\$ 21,877.00	\$ 95.71	0.000000	\$ -
Oct-20	\$ 2,182.00	\$ 1,091.00	\$ 1,091.00	5.25	0.00438	\$ 22,968.00	\$ 100.49	0.000000	\$ -
Nov-20	\$ 2,182.00	\$ 1,091.00	\$ 1,091.00	5.25	0.00438	\$ 24,059.00	\$ 105.26	0.000000	\$ -
Dec-20	\$ 2,182.00	\$ 500.00	\$ 1,682.00	5.25	0.00438	\$ 25,741.00	\$ 112.62	0.000000	\$ -
TOTALS	\$ 267,712.00	\$ 241,971.00	\$ 25,741.00			\$ 25,741.00	\$ 3,703.06		\$ 4,042.32
Bonus:	\$ 135,169.16				Total Accrued Arreage through December 2020:	\$			25,741.00
Attorney Fees	\$ 6,628.78				Total Accrued Interest through December 2020:	\$			3,703.06
Support	\$ 33,486.38				Total Accrued Penalties Through December 2020:	\$			4,042.32
TOTAL	\$ 175,284.32				TOTAL SUM DUE:	\$			33,486.38

25	September, 2017	\$ 5,655.00	\$	-	\$ 5,655.00	6.25	0.00521	\$	5,655.00	\$	29.45
26	October, 2017	\$ 5,655.00	\$	-	\$ 5,655.00	6.25	0.00521	\$	5,655.00	\$	29.45
27	November, 2017	\$ 5,655.00	\$	550.00	\$ 5,655.00	6.25	0.00521	\$	5,105.00	\$	26.59
28	December, 2017	\$ 5,105.00	\$	-	\$ 5,105.00	6.25	0.00521	\$	5,105.00	\$	26.59
29	January, 2018	\$ 5,105.00	\$	-	\$ 5,105.00	6.50	0.00542	\$	5,105.00	\$	27.65
30	February, 2018	\$ 5,105.00	\$	-	\$ 5,105.00	6.50	0.00542	\$	5,105.00	\$	27.65
31	March, 2018	\$ 5,105.00	\$	-	\$ 5,105.00	6.50	0.00542	\$	5,105.00	\$	27.65
32	April, 2018	\$ 5,105.00	\$	-	\$ 5,105.00	6.50	0.00542	\$	5,105.00	\$	27.65
33	May, 2018	\$ 5,105.00	\$	-	\$ 5,105.00	6.50	0.00542	\$	5,105.00	\$	27.65
34	June, 2018	\$ 5,105.00	\$	-	\$ 5,105.00	6.50	0.00542	\$	5,105.00	\$	27.65
35	July, 2018	\$ 5,105.00	\$	-	\$ 5,105.00	7.00	0.00583	\$	5,105.00	\$	29.78
36	August, 2018	\$ 5,105.00	\$	-	\$ 5,105.00	7.00	0.00583	\$	5,105.00	\$	29.78
37	September, 2018	\$ 5,105.00	\$	-	\$ 5,105.00	7.00	0.00583	\$	5,105.00	\$	29.78
38	October, 2018	\$ 5,105.00	\$	-	\$ 5,105.00	7.00	0.00583	\$	5,105.00	\$	29.78
39	November, 2018	\$ 5,105.00	\$	-	\$ 5,105.00	7.00	0.00583	\$	5,105.00	\$	29.78
40	December, 2018	\$ 5,105.00	\$	-	\$ 5,105.00	7.00	0.00583	\$	5,105.00	\$	29.78
41	January, 2019	\$ 5,105.00	\$	-	\$ 5,105.00	7.50	0.00625	\$	5,105.00	\$	31.91
42	February, 2019	\$ 5,105.00	\$	-	\$ 5,105.00	7.50	0.00625	\$	5,105.00	\$	31.91
43	March, 2019	\$ 5,105.00	\$	-	\$ 5,105.00	7.50	0.00625	\$	5,105.00	\$	31.91
44	April, 2019	\$ 5,105.00	\$	-	\$ 5,105.00	7.50	0.00625	\$	5,105.00	\$	31.91
45	May, 2019	\$ 5,105.00	\$	-	\$ 5,105.00	7.50	0.00625	\$	5,105.00	\$	31.91
46	June, 2019	\$ 5,105.00	\$	-	\$ 5,105.00	7.50	0.00625	\$	5,105.00	\$	31.91
47	July, 2019	\$ 5,105.00	\$	-	\$ 5,105.00	7.50	0.00625	\$	5,105.00	\$	31.91
48	August, 2019	\$ 5,105.00	\$	-	\$ 5,105.00	7.50	0.00625	\$	5,105.00	\$	31.91
49	September, 2019	\$ 5,105.00	\$	-	\$ 5,105.00	7.50	0.00625	\$	5,105.00	\$	31.91
50	December, 2019	\$ 5,105.00	\$	-	\$ 5,105.00	7.50	0.00625	\$	5,105.00	\$	31.91
51	November, 2019	\$ 5,105.00	\$	-	\$ 5,105.00	7.50	0.00625	\$	5,105.00	\$	31.91
52	January, 2020	\$ 5,105.00	\$	-	\$ 5,105.00	6.75	0.00563	\$	5,105.00	\$	28.72
53	February, 2020	\$ 5,105.00	\$	-	\$ 5,105.00	6.75	0.00563	\$	5,105.00	\$	28.72
54	March, 2020	\$ 5,105.00	\$	-	\$ 5,105.00	6.75	0.00563	\$	5,105.00	\$	28.72
55	April, 2020	\$ 5,105.00	\$	-	\$ 5,105.00	6.75	0.00563	\$	5,105.00	\$	28.72
56	May, 2020	\$ 5,105.00	\$	-	\$ 5,105.00	6.75	0.00563	\$	5,105.00	\$	28.72
57	June, 2020	\$ 5,105.00	\$	-	\$ 5,105.00	6.75	0.00563	\$	5,105.00	\$	28.72
55	July, 2020	\$ 5,105.00	\$	-	\$ 5,105.00	5.25	0.00438	\$	5,105.00	\$	22.33

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July, 2018	\$	10,067.40	\$	-	\$	10,067.40	7.00	0.00583	\$	10,067.40	\$	58.73
August, 2018	\$	10,067.40	\$	-	\$	10,067.40	7.00	0.00583	\$	10,067.40	\$	58.73
September, 2018	\$	10,067.40	\$	-	\$	10,067.40	7.00	0.00583	\$	10,067.40	\$	58.73
October, 2018	\$	10,067.40	\$	-	\$	10,067.40	7.00	0.00583	\$	10,067.40	\$	58.73
November, 2018	\$	10,067.40	\$	-	\$	10,067.40	7.00	0.00583	\$	10,067.40	\$	58.73
December, 2018	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
January, 2019	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
February, 2019	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
March, 2019	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
April, 2019	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
May, 2019	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
June, 2019	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
July, 2019	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
August, 2019	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
September, 2019	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
October, 2019	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
November, 2019	\$	10,067.40	\$	-	\$	10,067.40	6.75	0.00563	\$	10,067.40	\$	56.63
January, 2020	\$	10,067.40	\$	-	\$	10,067.40	6.75	0.00563	\$	10,067.40	\$	56.63
February, 2020	\$	10,067.40	\$	-	\$	10,067.40	6.75	0.00563	\$	10,067.40	\$	56.63
March, 2020	\$	10,067.40	\$	-	\$	10,067.40	6.75	0.00563	\$	10,067.40	\$	56.63
April, 2020	\$	10,067.40	\$	-	\$	10,067.40	6.75	0.00563	\$	10,067.40	\$	56.63
May, 2020	\$	10,067.40	\$	-	\$	10,067.40	6.75	0.00563	\$	10,067.40	\$	44.04
June, 2020	\$	10,067.40	\$	-	\$	10,067.40	5.25	0.00438	\$	10,067.40	\$	44.04
July, 2020	\$	10,067.40	\$	-	\$	10,067.40	5.25	0.00438	\$	10,067.40	\$	44.04
August, 2020	\$	10,067.40	\$	-	\$	10,067.40	5.25	0.00438	\$	10,067.40	\$	44.04
September, 2020	\$	10,067.40	\$	-	\$	10,067.40	5.25	0.00438	\$	10,067.40	\$	44.04
October, 2020	\$	10,067.40	\$	-	\$	10,067.40	5.25	0.00438	\$	10,067.40	\$	44.04
November, 2020	\$	10,067.40	\$	-	\$	10,067.40	5.25	0.00438	\$	10,067.40	\$	44.04
December, 2020	\$	10,067.40	\$	-	\$	10,067.40	5.25	0.00438	\$	10,067.40	\$	2,995.05
TOTALS	\$	10,067.40	\$	-	\$	10,067.40			\$	10,067.40	\$	
Total Accrued Arrearage through December 2020:											\$	10,067.40
Total Accrued Interest through December 2020:											\$	2,995.05
TOTAL SUM DUE:											\$	13,062.45

February, 2018	\$ 20,493.93	\$	-	\$	20,493.93	6.50	0.00542	\$ 20,493.93	\$ 111.01
March, 2018	\$ 20,493.93	\$	-	\$	20,493.93	6.50	0.00542	\$ 20,493.93	\$ 111.01
April, 2018	\$ 20,493.93	\$	-	\$	20,493.93	6.50	0.00542	\$ 20,493.93	\$ 111.01
May, 2018	\$ 20,493.93	\$	-	\$	20,493.93	6.50	0.00542	\$ 20,493.93	\$ 111.01
June, 2018	\$ 20,493.93	\$	-	\$	20,493.93	6.50	0.00542	\$ 20,493.93	\$ 111.01
July, 2018	\$ 20,493.93	\$	-	\$	20,493.93	7.00	0.00583	\$ 20,493.93	\$ 119.55
August, 2018	\$ 20,493.93	\$	-	\$	20,493.93	7.00	0.00583	\$ 20,493.93	\$ 119.55
September, 2018	\$ 20,493.93	\$	-	\$	20,493.93	7.00	0.00583	\$ 20,493.93	\$ 119.55
October, 2018	\$ 20,493.93	\$	-	\$	20,493.93	7.00	0.00583	\$ 20,493.93	\$ 119.55
November, 2018	\$ 20,493.93	\$	-	\$	20,493.93	7.00	0.00583	\$ 20,493.93	\$ 119.55
December, 2018	\$ 20,493.93	\$	-	\$	20,493.93	7.00	0.00583	\$ 20,493.93	\$ 119.55
January, 2019	\$ 20,493.93	\$	-	\$	20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
February, 2019	\$ 20,493.93	\$	-	\$	20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
March, 2019	\$ 20,493.93	\$	-	\$	20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
April, 2019	\$ 20,493.93	\$	-	\$	20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
May, 2019	\$ 20,493.93	\$	-	\$	20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
June, 2019	\$ 20,493.93	\$	-	\$	20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
July, 2019	\$ 20,493.93	\$	-	\$	20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
August, 2019	\$ 20,493.93	\$	-	\$	20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
September, 2019	\$ 20,493.93	\$	-	\$	20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
October, 2019	\$ 20,493.93	\$	-	\$	20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
November, 2019	\$ 20,493.93	\$	-	\$	20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
January, 2020	\$ 20,493.93	\$	-	\$	20,493.93	6.75	0.00563	\$ 20,493.93	\$ 115.28
February, 2020	\$ 20,493.93	\$	-	\$	20,493.93	6.75	0.00563	\$ 20,493.93	\$ 115.28
March, 2020	\$ 20,493.93	\$	-	\$	20,493.93	6.75	0.00563	\$ 20,493.93	\$ 115.28
April, 2020	\$ 20,493.93	\$	-	\$	20,493.93	6.75	0.00563	\$ 20,493.93	\$ 115.28
May, 2020	\$ 20,493.93	\$	-	\$	20,493.93	6.75	0.00563	\$ 20,493.93	\$ 115.28
June, 2020	\$ 20,493.93	\$	-	\$	20,493.93	6.75	0.00563	\$ 20,493.93	\$ 115.28
July, 2020	\$ 20,493.93	\$	-	\$	20,493.93	5.25	0.00438	\$ 20,493.93	\$ 89.66

May, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	6.50	0.00542	\$ 3,500.00	\$ 18.96
June, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	6.50	0.00542	\$ 3,500.00	\$ 18.96
July, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	7.00	0.00583	\$ 3,500.00	\$ 20.42
August, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	7.00	0.00583	\$ 3,500.00	\$ 20.42
September, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	7.00	0.00583	\$ 3,500.00	\$ 20.42
October, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	7.00	0.00583	\$ 3,500.00	\$ 20.42
November, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	7.00	0.00583	\$ 3,500.00	\$ 20.42
December, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	7.00	0.00583	\$ 3,500.00	\$ 20.42
January, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
February, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
March, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
April, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
May, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
June, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
July, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
August, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
September, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
October, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
November, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
January, 2020	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	6.75	0.00563	\$ 3,500.00	\$ 19.69
February, 2020	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	6.75	0.00563	\$ 3,500.00	\$ 19.69
March, 2020	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	6.75	0.00563	\$ 3,500.00	\$ 19.69
April, 2020	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	6.75	0.00563	\$ 3,500.00	\$ 19.69
May, 2020	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	6.75	0.00563	\$ 3,500.00	\$ 19.69
June, 2020	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	6.75	0.00563	\$ 3,500.00	\$ 19.69
July, 2020	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	5.25	0.00438	\$ 3,500.00	\$ 15.31
August, 2020	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	5.25	0.00438	\$ 3,500.00	\$ 15.31
September, 2020	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	5.25	0.00438	\$ 3,500.00	\$ 15.31

May, 2018	\$	5,250.00	\$	-	\$	5,250.00	6.50	0.00542	\$	5,250.00	\$	28.44
June, 2018	\$	5,250.00	\$	-	\$	5,250.00	6.50	0.00542	\$	5,250.00	\$	28.44
July, 2018	\$	5,250.00	\$	-	\$	5,250.00	7.00	0.00583	\$	5,250.00	\$	30.63
August, 2018	\$	5,250.00	\$	-	\$	5,250.00	7.00	0.00583	\$	5,250.00	\$	30.63
September, 2018	\$	5,250.00	\$	-	\$	5,250.00	7.00	0.00583	\$	5,250.00	\$	30.63
October, 2018	\$	5,250.00	\$	-	\$	5,250.00	7.00	0.00583	\$	5,250.00	\$	30.63
November, 2018	\$	5,250.00	\$	-	\$	5,250.00	7.00	0.00583	\$	5,250.00	\$	30.63
December, 2018	\$	5,250.00	\$	-	\$	5,250.00	7.00	0.00583	\$	5,250.00	\$	30.63
January, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
February, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
March, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
April, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
May, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
June, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
July, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
August, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
September, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
October, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
November, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
January, 2020	\$	5,250.00	\$	-	\$	5,250.00	6.75	0.00563	\$	5,250.00	\$	29.53
February, 2020	\$	5,250.00	\$	-	\$	5,250.00	6.75	0.00563	\$	5,250.00	\$	29.53
March, 2020	\$	5,250.00	\$	-	\$	5,250.00	6.75	0.00563	\$	5,250.00	\$	29.53
April, 2020	\$	5,250.00	\$	-	\$	5,250.00	6.75	0.00563	\$	5,250.00	\$	29.53
May, 2020	\$	5,250.00	\$	-	\$	5,250.00	6.75	0.00563	\$	5,250.00	\$	29.53
June, 2020	\$	5,250.00	\$	-	\$	5,250.00	6.75	0.00563	\$	5,250.00	\$	29.53
July, 2020	\$	5,250.00	\$	-	\$	5,250.00	5.25	0.00438	\$	5,250.00	\$	22.97
August, 2020	\$	5,250.00	\$	-	\$	5,250.00	5.25	0.00438	\$	5,250.00	\$	22.97
September, 2020	\$	5,250.00	\$	-	\$	5,250.00	5.25	0.00438	\$	5,250.00	\$	22.97

Mahoney adv. Mahoney									
D-13-477883-D									
Dept. S									
Attorney Fees		Shamus & Peabody LLC							
Date Due	Amount Due	Payment	2/15/2016	Annual Legal Interest Rate (percent)	Monthly Interest Rate as Factor	Accrued Arrearage	Due April 2017		
April, 2017	\$ 737.09	\$ -	\$ 737.09	5.75	0.00479	\$ 737.09	\$ 3.53		
May, 2017	\$ 737.09	\$ -	\$ 737.09	5.75	0.00479	\$ 737.09	\$ 3.53		
June, 2017	\$ 737.09	\$ -	\$ 737.09	5.75	0.00479	\$ 737.09	\$ 3.53		
July, 2017	\$ 737.09	\$ -	\$ 737.09	6.25	0.00521	\$ 737.09	\$ 3.84		
August, 2017	\$ 737.09	\$ -	\$ 737.09	6.25	0.00521	\$ 737.09	\$ 3.84		
September, 2017	\$ 737.09	\$ -	\$ 737.09	6.25	0.00521	\$ 737.09	\$ 3.84		
October, 2017	\$ 737.09	\$ -	\$ 737.09	6.25	0.00521	\$ 737.09	\$ 3.84		
November, 2017	\$ 737.09	\$ -	\$ 737.09	6.25	0.00521	\$ 737.09	\$ 3.84		
December, 2017	\$ 737.09	\$ -	\$ 737.09	6.50	0.00542	\$ 737.09	\$ 3.99		
January, 2018	\$ 737.09	\$ -	\$ 737.09	6.50	0.00542	\$ 737.09	\$ 3.99		
February, 2018	\$ 737.09	\$ -	\$ 737.09	6.50	0.00542	\$ 737.09	\$ 3.99		
March, 2018	\$ 737.09	\$ -	\$ 737.09	6.50	0.00542	\$ 737.09	\$ 3.99		
April, 2018	\$ 737.09	\$ -	\$ 737.09	6.50	0.00542	\$ 737.09	\$ 3.99		
May, 2018	\$ 737.09	\$ -	\$ 737.09	6.50	0.00542	\$ 737.09	\$ 3.99		
June, 2018	\$ 737.09	\$ -	\$ 737.09	7.00	0.00583	\$ 737.09	\$ 4.30		
July, 2018	\$ 737.09	\$ -	\$ 737.09	7.00	0.00583	\$ 737.09	\$ 4.30		
August, 2018	\$ 737.09	\$ -	\$ 737.09	7.00	0.00583	\$ 737.09	\$ 4.30		
September, 2018	\$ 737.09	\$ -	\$ 737.09	7.00	0.00583	\$ 737.09	\$ 4.30		
October, 2018	\$ 737.09	\$ -	\$ 737.09	7.00	0.00583	\$ 737.09	\$ 4.30		
November, 2018	\$ 737.09	\$ -	\$ 737.09	7.00	0.00583	\$ 737.09	\$ 4.30		
December, 2018	\$ 737.09	\$ -	\$ 737.09	7.50	0.00625	\$ 737.09	\$ 4.61		
January, 2019	\$ 737.09	\$ -	\$ 737.09	7.50	0.00625	\$ 737.09	\$ 4.61		
February, 2019	\$ 737.09	\$ -	\$ 737.09	7.50	0.00625	\$ 737.09	\$ 4.61		
March, 2019	\$ 737.09	\$ -	\$ 737.09	7.50	0.00625	\$ 737.09	\$ 4.61		
April, 2019	\$ 737.09	\$ -	\$ 737.09	7.50	0.00625	\$ 737.09	\$ 4.61		

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

July, 2020	\$ 14,000.00	\$	-	\$ 14,000.00	5.25	0.00438	\$ 14,000.00	\$	61.25
August, 2020	\$ 14,000.00	\$	-	\$ 14,000.00	5.25	0.00438	\$ 14,000.00	\$	61.25
September, 2020	\$ 14,000.00	\$	-	\$ 14,000.00	5.25	0.00438	\$ 14,000.00	\$	61.25
October, 2020	\$ 14,000.00	\$	-	\$ 14,000.00	5.25	0.00438	\$ 14,000.00	\$	61.25
November, 2020	\$ 14,000.00	\$	-	\$ 14,000.00	5.25	0.00438	\$ 14,000.00	\$	61.25
December, 2020	\$ 14,000.00	\$	-	\$ 14,000.00	5.25	0.00438	\$ 14,000.00	\$	61.25
TOTALS	\$ 14,000.00	\$	-	\$ 14,000.00			\$ 14,000.00	\$	2,520.00
					Total Accrued Arrearage through December 2020:				
								\$	14,000.00
					Total Accrued Interest through December 2020:				
								\$	2,520.00
					TOTAL SUM DUE:				
								\$	16,520.00

November, 2020	\$ 14,000.00	\$ -	\$ 14,000.00	5.25	0.00438	\$ 14,000.00	\$ 61.25
December, 2020	\$ 14,000.00	\$ -	\$ 14,000.00	5.25	0.00438	\$ 14,000.00	\$ 61.25
TOTALS	\$ 14,000.00	\$ -	\$ 14,000.00			\$ 14,000.00	\$ 1,540.00
				Total Accrued Arrearage through December 2020: \$ 14,000.00			
				Total Accrued Interest through December 2020: \$ 1,540.00			
				TOTAL SUM DUE: \$ 15,540.00			

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

EXHIBIT “B”

Chase

Print QuickPay activity table

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

<u>Date received</u>	<u>Status</u>	<u>Sender</u>	<u>Type</u>	<u>Actions</u>	<u>Amount</u>
Nov 11, 2020	Completed	BART MAHONEY	Real-time	See details	\$500.00
Oct 22, 2020	Completed	BART MAHONEY	Real-time	See details	\$591.00
Oct 7, 2020	Completed	BART MAHONEY	Real-time	See details	\$500.00
Sep 21, 2020	Completed	BART MAHONEY	Real-time	See details	\$591.00
Sep 6, 2020	Completed	BART MAHONEY	Real-time	See details	\$500.00
Aug 20, 2020	Completed	BART MAHONEY	Real-time	See details	\$591.00
Aug 6, 2020	Completed	BART MAHONEY	Real-time	See details	\$500.00
Jul 23, 2020	Completed	BART MAHONEY	Real-time	See details	\$591.00
Jul 9, 2020	Completed	BART MAHONEY	Real-time	See details	\$500.00

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

<u>Date received</u>	<u>Status</u>	<u>Sender</u>	<u>Type</u>	<u>Actions</u>	<u>Amount</u>
Jun 6, 2020	Completed	BART MAHONEY	Real-time	See details	\$500.00
May 15, 2020	Completed	BART MAHONEY	Real-time	See details	\$500.00
May 4, 2020	Completed	BART MAHONEY	Real-time	See details	\$591.00
Apr 25, 2020	Completed	BART MAHONEY	Real-time	See details	\$500.00
Apr 16, 2020	Completed	BART MAHONEY	Real-time	See details	\$591.00
Apr 4, 2020	Completed	BART MAHONEY	Real-time	See details	\$591.00
Mar 19, 2020	Completed	BART MAHONEY	Real-time	See details	\$291.00
Mar 8, 2020	Completed	BART MAHONEY	Real-time	See details	\$800.00
Feb 10, 2020	Completed	BART MAHONEY	Real-time	See details	\$1,091.00
Jan 28, 2020	Completed	BART MAHONEY	Real-time	See details	\$1,091.00

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

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

You've reached the end of your activity.

FDF

Name: Kimberly A. Stutzman, 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
11/30/2020 4:14 PM
Steven D. Grierson
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>S</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? 49
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: Grill Concepts Inc Date of Hire: 12/11/2019 Date of Termination: 04/16/2020
Reason for Leaving: position was terminated due to Covid 19 and limitations on events and large gatherings.

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending 04/16/2020 my gross year to date pay is 17742.20.

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			
Child Support	Monthly	1091	\$1,091.00
Workman's Compensation			
Other: unemployment	Bi- Monthly	\$450.00	\$900.00
Total Average Other Income Received			\$1,991.00 *

Total Average Gross Monthly Income (add totals from B and C above)	\$1,991.00
--	------------

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?
\$0.00

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	180.00	☒		
Car Loan/Lease Payment	290.00	☒		
Cell Phone	380.00	☒		
Child Support (not deducted from pay)				
Clothing, Shoes, Etc...	50.00	☒		
Credit Card Payments (minimum due)	400.00	☒		
Dry Cleaning	0.00	☒		
Electric	100.00	☒		
Food (groceries & restaurants)	300.00	☒		
Fuel	75.00	☒		
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	75.00	☒		
Mortgage/Rent/Lease	500.00	☒		
Pest Control				
Pets	75.00	☒		
Pool Service				
Property Taxes (if not included in mortgage)				
Security				
Sewer				
Student Loans				
Unreimbursed Medical Expense				
Water	80.00	☒		
Other: Loans	500.00	☒		
Total Monthly Expenses	3,065.00			

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	50.00	50.00		
Education	200.00			
Entertainment	50.00	50.00		
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	664.00	264.00	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.	2017 Volkswagen Jetta	\$14,500.00	- \$19,516.94	= \$ -5,016.94	Self
2.		\$	- \$	= \$ 0.00	
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)		\$ 14,500.00	- \$ 19,516.94	= \$ -5,016.94	

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.	Credit Cards (capital one, dept stores)	\$ 8,754.00	Self
2.	Attorney Fees	\$ 13,633.30	self
3.	Loans (Parents, J. Lee, F. Shipp, B. Wheeler)	\$ 37,000.00	Self
4.		\$	
5.		\$	
6.		\$	
Total Unsecured Debt (add lines 1-6)		\$ 59,387.30	

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 \$ 13,633.30.
5. I owe my prior attorney a total of \$ _____.

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

bm 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.

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

/s/ Bonnie Mahoney
Signature

11/30/2020
Date

CERTIFICATE OF SERVICE

I hereby declare under the penalty of perjury of the State of Nevada that the following is true and correct:

That on (date) November 30, 2020, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

☐ Via 1st Class U.S. Mail, postage fully prepaid addressed as follows:

☒ Via Electronic Service, in accordance with the Master Service List, pursuant to NEFCR 9, to:

bmmly27@gmail.com

☐ Via Facsimile and/or Email Pursuant to the Consent of Service by Electronic Means on file

herein to: _____

Executed on the 30 day of November, 2020.

K. Stutzman
Signature



1 NOEJ

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

8 Email: kstutzman@radfordsmith.com

9 *Attorneys for Defendant*

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

10 BARTHOLOMEW M. MAHONEY, JR.,

CASE NO.: D-13-477883-D

DEPT NO.: S

11 Plaintiff,

12 vs.

13 BONNIE M. MAHONEY,

14 Defendant.

**NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW,
ORDER AND JUDGMENT FROM THE DECEMBER 3, 2020 EVIDENTIARY
HEARING**

15
16
17
18
19 PLEASE TAKE NOTICE that on the 24th day of December 2020, the Honorable
20 Vincent Ochoa entered the Findings of Fact, Conclusions of Law, Order and Judgment
21 From the December 3rd, 2020 Evidentiary Hearing, a copy of which is attached hereto.
22
23

24 Date this 28th day of December 2020.

25 RADFORD J. SMITH, CHARTERED

26 /s/ Kimberly A. Stutzman

27 KIMBERLY A. STUTZMAN, ESQ.

28 Nevada Bar No. 014085

2470 St. Rose Parkway, Suite 206

Henderson, Nevada 89074

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I caused the foregoing document described as "NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER AND JUDGMENT FROM THE DECEMBER 3, 2020 EVIDENTIARY HEARING" to be served on this 28th day of December 2020, to all interested parties as follows:

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

/s/ Kimberly A. Stutzman

2

1 **FFCL**

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 rsmith@radfordsmith.com

10 *Attorneys for Defendant*

11 **DISTRICT COURT**
12 **FAMILY DIVISION**
13 **CLARK COUNTY, NEVADA**

14 BARTHOLOMEW M. MAHONEY, JR.,

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

15 Plaintiff,

16 vs.

17 BONNIE M. MAHONEY,

18 Defendant.

19 **FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER AND JUDGMENT**

20 DATE: December 3, 2020
21 TIME: 9:15 a.m.

22 This matter coming on for an Evidentiary Hearing; Plaintiff, BARTHOLOMEW M.
23 MAHONEY, JR. ("Bart"), not present and not represented; and Defendant, BONNIE M.
24 MAHONEY ("Bonnie"), present and represented by her attorney of record, Kimberly A.
25 Stutzman, Esq. of the law firm of Radford J. Smith, Chartered. The Court having heard the
26 testimony of witnesses sworn in open court, having reviewed the documentary evidence
27
28

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

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I.

FINDINGS OF FACT

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

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

Procedural History

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

4. THE COURT FURTHER FINDS that the parties have two children, BRIGITTE MAHONEY ("Brigitte"), born October 29, 2001 (age 19), and SOPHIA MAHONEY ("Sophia"), born June 12, 2004 (age 16).

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

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

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

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

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

18 ***Bonnie's Motion***

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

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

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

- b. For an Order sanctioning Bart pursuant to EDCR 7.60 for his failure to abide by the Court's Orders;
- c. For a review and modification of Child Support;
- d. For a review, modification, and extension of Alimony; and,
- e. For an Order directing Defendant to pay Bonnie's reasonable attorney fees and costs.

12. THE COURT FURTHER FINDS that in her Motion, Bonnie asserted that Bart violated the terms of the Decree by failing to make full payments due to Bonnie or by failing to make payments timely. Bonnie sought a judgment for arrearages, penalties, interest, sanctions and attorney's fees.

13. THE COURT FURTHER FINDS that Bonnie testified at the evidentiary hearing and provided her Updated Schedules of Arrearages as evidence of Bart's arrearages in the payments due under the Decree. She provided a calculation of the interest and penalties due as a result of Bart's missing or untimely payments. *See* Defendant's Exhibit "C." The Court finds Bonnie's testimony credible. Bart was not present and failed to provide evidence of payment, timely payment, or to rebut Bonnie's assertions contained in her testimony and Updated Schedules of Arrearages.

14. The evidence at the Evidentiary Hearing demonstrated that Bart did not timely pay child support, spousal support, attorney's fees, and bonus payments to Bonnie. Bart's late or non-payments caused him to be subject to the 10% penalty for non-payment of

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

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

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

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

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

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

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

7
8 19. THE COURT FURTHER FINDS that Bart paid Bonnie support from his JP
9 Morgan Chase, Wells Fargo, and First Republic Bank accounts.

10
11 20. THE COURT FURTHER FINDS that Bonnie subpoenaed Bart's JP Morgan
12 Chase, Wells Fargo, and First Republic Bank accounts. Bonnie offered and the court
13 admitted these subpoenas at trial, which were Defendant's Exhibits E, F, and G.
14

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

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

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

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

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

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

11
12 ***Non-Payment of Bonus Portions***

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

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

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

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

3
4 27. THE COURT FURTHER FINDS that Bart failed to provide Bonnie with
5 evidence of his bonus(es) each year by April 15th. Bart failed to provide Bonnie with his W2
6 forms or any portion of the after-tax amount for 2015, 2016, 2017, and 2018 despite
7 Bonnie's requests.

8
9 28. THE COURT FURTHER FINDS that because Bart failed to comply with the
10 April 15th deadline each year, Bart must pay Bonnie 35% of the after-tax bonuses plus the
11 legal interest that accrued as a result of his non-payment.

12
13 29. THE COURT FURTHER FINDS that Bonnie subpoenaed Bart's employers:
14 Southern Glazier Wine and Spirits, Shamus & Peabody LLC, Thomas Keller Restaurant
15 Group, Resorts World Las Vegas, Golden Entertainment, and Wynn Las Vegas. Bonnie
16 offered and the court admitted these subpoenas which were Defendant's Exhibits H, I, J,
17 and GG.

18
19 30. THE COURT FURTHER FINDS that pursuant to the Updated Schedule of
20 Arrears, Exhibit "C," Bart received the following bonuses, none of which he provided
21 information before April of each of the following year to Bonnie:

22
23
24

Southern Wine and Spirits	2015	5/15/2015	\$ 28,764.00	DEF1511
Southern Wine and Spirits	2015	5/22/2015	\$ 58,554.08	DEF1047
Bonus Deposited in acct	2015	6/4/2015	\$ 10,000.00	DEF1053
Shamus & Peabody LLC	2015	9/1/2015	\$ 15,000.00	DEF1461
Shamus & Peabody LLC	2016	2/15/2016	\$ 2,105.98	DEF1465

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Thomas Keller Restaurant Group	2016	7/22/2016	\$ 4,646.45	DEF1468
Wynn Las Vegas	2017	1/8/2017	\$ 40,000.00	DEF2176
Wynn Las Vegas	2018	1/19/2018	\$ 40,000.00	DEF2174
Golden Entertainment - signing bonus	2018	6/8/2018	\$ 25,000.00	DEF1863
Resorts World	2019	1/9/2020	\$ 80,384.49	DEF1756
Resorts World	2019	6/6/2019	\$ 25,000.00	DEF1724

31. THE COURT FURTHER FINDS that because Bart failed to provide the information, Bonnie is entitled to receive 35% of the bonuses listed above. The 35% of each bonus is calculated in Bonnie's Exhibit "C" as follows:

Southern Wine and Spirits	\$ 10,067.40
Southern Wine and Spirits	\$ 20,493.93
Bonus Deposited in acct	\$ 3,500.00
Shamus & Peabody LLC	\$ 5,250.00
Shamus & Peabody LLC	\$ 737.09
Thomas Keller Restaurant Group	\$ 1,626.26
Wynn Las Vegas	\$ 14,000.00
Wynn Las Vegas	\$ 14,000.00
Golden Entertainment - signing bonus	\$ 8,750.00
Resorts World	\$ 28,134.57
Resorts World	\$ 8,750.00

See Defendant's Exhibit "C."

32. THE COURT FURTHER FINDS that because Bart failed to pay Bonnie her portion of the bonuses, interest accrued on the amounts listed above. See Defendant's Exhibit "C." The total, including interest owed on the amounts due to Bonnie are calculated in Bonnie's Exhibit "C" as follows:

Southern Wine and Spirits	\$ 13,062.45
Southern Wine and Spirits	\$ 26,590.87
Bonus Deposited in acct	\$ 4,541.25
Shamus & Peabody LLC	\$ 6,811.88
Shamus & Peabody LLC	\$ 915.39
Thomas Keller Restaurant Group	\$ 2,019.61
Wynn Las Vegas	\$ 16,520.00
Wynn Las Vegas	\$ 16,520.00
Golden Entertainment - signing bonus	\$ 9,712.50
Resorts World	\$ 29,347.87
Resorts World	\$ 9,127.34

33. THE COURT FURTHER FINDS that the total bonus monies, without interest, owed to Bonnie is **\$115,309.25**. Because Bart failed to pay, interest accrued, and the total bonus money plus interest owed to Bonnie is **\$135,169.16**.

Modification of Child Support

34. THE COURT FURTHER FINDS that Bonnie moved to modify child support in her motion filed on May 9, 2019. Bart filed his Opposition on August 21, 2019, but he did not oppose the modification of child support. Bart, however, did not file a Motion to Modify Child Support at any time.

35. THE COURT FURTHER FINDS that because Bonnie filed her Motion on May 9, 2019, the modified child support would be retroactively applied to begin on June 1, 2019.

36. THE COURT FURTHER FINDS that Bart filed a Financial Disclosure Form on December 13, 2019, which was offered and admitted as Defendant's Exhibit "B." Bart indicated that his Gross Monthly Income was \$22,916.40. Bart indicated that he works at

1 Resorts World Las Vegas and earns \$132.21 per hour. Bart did not file an updated Financial
2 Disclosure Form since December 13, 2019.

3
4 37. THE COURT FURTHER FINDS that on October 1, 2019, Brigitte turned 18.
5 Brigitte did not graduate until August 2020. Thus, her child support should have continued
6 until graduation, and the current court ordered child support remained \$2,182 until that
7 time. Bart, however, unilaterally decided to reduce his child support obligation from \$2,182
8 to \$1,091 per month without a court order allowing him to do so. Bonnie's Updated
9 Schedule of Arrears outlines Bart's partial payments.
10

11
12 38. THE COURT FURTHER FINDS that Bart's child support for two children is
13
14 \$2,534.98 per month calculated as follows:

Month	Amount	Percent	Child Support	
\$22,916.40	\$0- \$6,000	22%	\$6,000.00	\$ 1,320.00
	\$6,001-\$10,000	11%	\$ 4,000.00	\$ 440.00
	\$10,000-No Limit	6%	\$12,916.40	\$ 774.98
				\$ 2,534.98

20
21 39. THE COURT FURTHER FINDS that the parties' oldest daughter, Brigitte
22 turned 18 on October 29, 2019, but she did not graduate high school until August 2020.

23
24 40. THE COURT FURTHER FINDS that, as a result, the modification for child
25 support for two children as calculated above shall be retroactive to June 1, 2019.
26
27
28

1 41. THE COURT FURTHER FINDS that beginning September 1, 2020, child
2 support shall be modified to **\$1,796.66** for one minor child as a result of Brigitte's graduation
3 from high school and emancipation, calculated as follows:
4

5

Month	Amount	Percent	Child Support	
6 \$22,916.40	\$0- \$6,000	16%	\$6,000.00	\$ 960
7	\$6,001-\$10,000	8%	\$4,000.00	\$ 320
8	\$10,001-No Limit	4%	\$12,916.40	\$ 516.66
9				\$ 1,796.66

10 ***Unreimbursed Orthodontic Expenses***

11 42. THE COURT FURTHER FINDS that the parties' Decree states that the
12 parties shall divide unreimbursed medical expenses according to the Court's 30/30 rule,
13 which requires the party who incurs an unreimbursed expense to send a written request for
14 reimbursement of one-half of the expense within thirty days of incurring the expense. *See*
15 Decree of Divorce, page 2, paragraph 8. Upon receipt, the other parent must then reimburse
16 the incurring parent one-half within thirty days. Then, if the requested reimbursement is
17 not timely submitted, such failure may be considered a Contempt of Court. *Id.*
18
19
20
21

22 43. THE COURT FURTHER FINDS that Bonnie incurred expenses as a result of
23 Brigitte's orthodontic work for her braces. *See* Defendant's Exhibit "R" and "Z," which
24 were offered and admitted at trial. As a result, Bart owes Bonnie for the unpaid,
25 unreimbursed orthodontics expenses in the amount of \$3,200.
26
27
28

44. THE COURT FURTHER FINDS that Bonnie is entitled to an award of Attorney's Fees and Costs as a result of prosecuting her Motion and preparing for the Evidentiary Hearing.

II.

CONCLUSIONS OF LAW

45. THE COURT FURTHER FINDS that when parties to pending litigation enter into a settlement, they enter into a contract. Such a contract is subject to general principles of contract law. *Grisham v. Grisham*, 289 P.3d 230, 234 (Nev. 2012) (citations omitted).

46. THE COURT FURTHER FINDS that the parties entered into a settlement agreement. Thus, the Decree is subject to general principles of contract law.

47. THE COURT FURTHER FINDS that EDCR 5.508 states in relevant part:

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

Bonnie's Schedule of Arrearages sets forth the interest and penalties that accrued on Bart's support obligations.

48. THE COURT FURTHER FINDS that the court may enter an order reducing any support arrearages to judgment. NRS 125.180 states as follows –

1. When either party to an action for divorce, makes default in paying any sum of money as required by the judgment or order directing the payment thereof, the district court may make an order directing entry of judgment for

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

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

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

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

9 [Emphasis added.]

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

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

18 ...
19 2. Except as otherwise provided in subsection 3 and NRS 125B.012,
20 125B.142 and 125B.144:

21 ...
22 (c) The court shall determine and include in its order:

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

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

[Emphasis added.] Further, the Court must accrue a penalty of 10% per annum on all
arrearages past thirty (30) days delinquent pursuant to NRS 125B.095 until February 1,
2020 when NAC 425 became effective. See Updated Schedule of Arrears.

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

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

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

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

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

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

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

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

(d) Upon wages or salary, if it is unpaid when due, after demand therefore

1 has been made.

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

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

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

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

12 ...

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

15 ...

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

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

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

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

3
4 58. THE COURT FURTHER FINDS that Bonnie seeks a judgment against Bart
5 for the fees and costs she expended in filing her Motion, preparing for the evidentiary
6 hearing, and in attempting to seek Bart's compliance with the parties' Stipulated Decree of
7 Divorce. Bonnie seeks judgment against Bart for the full amount of fees and costs she has
8 incurred. A memorandum of fees and costs incurred by Bonnie will be filed.

9
10 59. THE COURT FURTHER FINDS that NRS 125B.145(1) reads:

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

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

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

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

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

1 62. THE COURT FURTHER FINDS that this amount should be applied
2 retroactively to June 1, 2019 pursuant to NAC 425.160 which states in relevant part:
3

4 **NAC 425.160 Termination or modification of order when child reaches**
5 **certain age.**

6 ...
7 3. If an order pertains to more than one child and does not allocate a specific
8 amount of the total child support obligation to each child:

9 (a) If a party wishes to modify the order when a child reaches 18 years
10 of age or, if the child is still in high school, graduates from high school
11 or reaches 19 years of age, whichever comes first, the party must file a
12 motion to modify the order with the court or submit a stipulation
13 between the parties to the court.

14 (b) If a motion to modify the order is filed with the court, any
15 modification of the child support obligation:

16 (1) Must be in compliance with the child support guidelines in
17 existence at the time of the modification for the remaining children to
18 whom the order pertains; and

19 (2) Unless the parties agree otherwise in a stipulation, will be effective
20 as of the date the motion to modify the order was filed with the court.

21 Furthermore, though Bonnie's motion was filed May 9, 2019, prior to the enactment of
22 NAC 425, the formula used to calculate the child support must be NAC 425 because it is
23 the guideline in existence as of the date of the Evidentiary Hearing on December 3, 2020.

24 63. THE COURT FURTHER FINDS that pursuant to NAC 425, his child support
25 should be calculated as follows for two children:

26 $\$6,000 \times 22\% = \$1,320$

27 $+ \$4,000 \times 11\% = \440

28 $+ \$12,916.40 \times 6\% = \774.98

$= \underline{\underline{\$2,534.98}}$

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

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

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

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

7 = \$1,797
8

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

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

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

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

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

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

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

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

13 [Emphasis added]

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

17 [It is within the trial court's discretion to determine the reasonable amount
18 of attorney fees under a statute or rule, in exercising that discretion, the court
19 must evaluate the factors set forth in *Brunzell v. Golden Gate National Bank*,
20 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). Under *Brunzell*, when courts
21 determine the appropriate fee to award in civil cases, they must consider
22 various factors, including the qualities of the advocate, the character and
23 difficulty of the work performed, the work actually performed by the
24 attorney, and the result obtained. We take this opportunity to clarify our
25 jurisprudence in family law cases to require trial courts to evaluate
26 the *Brunzell* factors when deciding attorney fee awards. Additionally,
27 in *Wright v. Osburn*, this court stated that family law trial courts must also
28 consider the disparity in income of the parties when awarding
fees. Therefore, parties seeking attorney fees in family law cases must
support their fee request with affidavits or other evidence that meets the
factors in *Brunzell* and *Wright*.

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

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

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

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

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

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

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

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

Dated this 24th day of December, 2020

Vincent Ochoa

78A 684 6844 9045
Vincent Ochoa
District Court Judge

11 *Respectfully submitted by:*

12 RADFORD J. SMITH, CHARTERED

14 /s/ Kimberly A. Stutzman

15 KIMBERLY A. STUTZMAN, ESQ.

16 Nevada Bar No. 014085

17 2470 St. Rose Parkway, Suite 206

18 Henderson, Nevada 89074

(702) 990-6448

Attorneys for Defendant

DEFENDANT'S TRIAL EXHIBIT "C"

**WITH AMENDED EXHIBIT "A" – FOR CHILD
SUPPORT AND SPOUSAL SUPPORT**

RADFORD J. SMITH, CHARTERED
KIMBERLY A. STUTZMAN, ESQ.
Nevada State Bar No. 014085
2470 St. Rose Parkway Suite 206
Henderson, Nevada 89014
Telephone: (702) 990-6448
Facsimile: (702) 990-6456
kmedina@radfordsmith.com
Attorneys for Defendant

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

Plaintiff,

vs.

FAMILY DIVISION

Defendant.

DATE OF HEARING: November 13, 2019
TIME OF HEARING: 9:15 a.m.

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

KIMBERLY STUTZMAN, ESQ., declares and says:

1. I am the Attorney for the Defendant in the above-entitled matter.

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

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

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

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

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

28 [*This space intentionally left blank.*]

7. Bart received the following bonuses, none of which he provided information before April of each of the following year to Bonnie:

Southern Wine and Spirits	2015	5/15/2015	\$ 28,764.00	DEF1511
Southern Wine and Spirits	2015	5/22/2015	\$ 58,554.08	DEF1047
Bonus Deposited in acct	2015	6/4/2015	\$ 10,000.00	DEF1053
Shamus & Peabody LLC	2015	9/1/2015	\$ 15,000.00	DEF1461
Shamus & Peabody LLC	2016	2/15/2016	\$ 2,105.98	DEF1465
Thomas Keller Restaurant Group	2016	7/22/2016	\$ 4,646.45	DEF1468
Wynn Las Vegas	2017	1/8/2017	\$ 40,000.00	DEF2176
Wynn Las Vegas	2018	1/19/2018	\$ 40,000.00	DEF2174
*Golden 2018 - Bonus eligibility 30% base pay				DEF1842
Golden Entertainment - signing bonus	2018	6/8/2018	\$ 25,000.00	DEF1863
Resorts World	2019	1/9/2020	\$ 80,384.49	DEF1756
Resorts World	2019	6/6/2019	\$ 25,000.00	DEF1724

8. Because Bart failed to provide the information, Bonnie is entitled to receive 35% of the bonus as follows:

Southern Wine and Spirits	\$ 10,067.40
Southern Wine and Spirits	\$ 20,493.93
Bonus Deposited in acct	\$ 3,500.00
Shamus & Peabody LLC	\$ 5,250.00
Shamus & Peabody LLC	\$ 737.09
Thomas Keller Restaurant Group	\$ 1,626.26
Wynn Las Vegas	\$ 14,000.00
Wynn Las Vegas	\$ 14,000.00
*Golden 2018 - Bonus eligibility 30% base pay	\$ -
Golden Entertainment - signing bonus	\$ 8,750.00
Resorts World	\$ 28,134.57
Resorts World	\$ 8,750.00

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

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

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

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

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

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

5 RADFORD J. SMITH, CHARTERED
6

7 /s/ Kimberly A. Stutzman

8 KIMBERLY A. STUTZMAN, ESQ.

9 Nevada State Bar No. 014085

10 2470 St. Rose Parkway Suite 206

11 Henderson, Nevada 89014

12 Telephone: (702) 990-6448

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14 kstutzman@radfordsmith.com

15 *Attorneys for Defendant*
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I served the foregoing documents described as **UPDATED SCHEDULE OF ARREARS** on this 30th day of November 2020, to all interested parties

Bart Mahoney bmmlv27@gmail.com

EXHIBIT “A”

AA000421

October, 2018	\$ 4,850.00	\$ 7,750.00	\$ (2,900.00)	7.00	0.00583	\$ 3,344.00	\$ 19.51	0.008333	\$ 27.87
November, 2018	\$ 4,850.00	\$ 2,000.00	\$ 2,850.00	7.00	0.00583	\$ 6,194.00	\$ 36.13	0.008333	\$ 51.61
December, 2018	\$ 4,850.00	\$ 4,850.00	\$ -	7.00	0.00583	\$ 6,194.00	\$ 36.13	0.008333	\$ 51.61
January, 2019	\$ 4,850.00	\$ 4,000.00	\$ 850.00	7.50	0.00625	\$ 7,044.00	\$ 44.03	0.008333	\$ 58.70
February, 2019	\$ 4,850.00	\$ 4,000.00	\$ 850.00	7.50	0.00625	\$ 7,894.00	\$ 49.34	0.008333	\$ 65.78
March, 2019	\$ 4,850.00	\$ 3,500.00	\$ 1,350.00	7.50	0.00625	\$ 9,244.00	\$ 57.78	0.008333	\$ 87.45
April, 2019	\$ 4,850.00	\$ 3,600.00	\$ 1,250.00	7.50	0.00625	\$ 10,494.00	\$ 65.59	0.008333	\$ 94.53
May, 2019	\$ 4,850.00	\$ 4,000.00	\$ 850.00	7.50	0.00625	\$ 11,344.00	\$ 70.90	0.008333	\$ 101.25
June, 2019	\$ 5,205.98	\$ 4,400.00	\$ 805.98	7.50	0.00625	\$ 12,149.98	\$ 75.94	0.008333	\$ 103.13
July, 2019	\$ 5,205.98	\$ 4,980.00	\$ 225.98	7.50	0.00625	\$ 12,375.96	\$ 77.35	0.008333	\$ 103.18
August, 2019	\$ 5,205.98	\$ 4,000.00	\$ 1,205.98	7.50	0.00625	\$ 13,581.94	\$ 84.89	0.008333	\$ 108.47
September, 2019 (A)	\$ 2,534.98	\$ 3,100.00	\$ (565.02)	7.50	0.00625	\$ 13,016.92	\$ 81.36	0.008333	\$ 112.09
October, 2019	\$ 2,534.98	\$ 2,100.00	\$ 434.98	7.50	0.00625	\$ 13,451.90	\$ 84.07	0.008333	\$ 115.03
November, 2019	\$ 2,534.98	\$ 2,183.00	\$ 351.98	7.50	0.00625	\$ 13,803.88	\$ 86.27	0.008333	\$ 117.97
December, 2019	\$ 2,534.98	\$ 2,182.00	\$ 352.98	7.50	0.00563	\$ 14,156.86	\$ 88.48	0.008333	\$ 120.91
January, 2020	\$ 2,534.98	\$ 1,091.00	\$ 1,443.98	6.75	0.00563	\$ 15,953.82	\$ 89.74	0.000000	\$ -
February, 2020	\$ 2,534.98	\$ 1,091.00	\$ 1,443.98	6.75	0.00563	\$ 17,397.80	\$ 97.86	0.000000	\$ -
March, 2020	\$ 2,534.98	\$ 1,091.00	\$ 1,443.98	6.75	0.00563	\$ 18,841.78	\$ 105.99	0.000000	\$ -
April, 2020	\$ 2,534.98	\$ 1,091.00	\$ 1,443.98	6.75	0.00563	\$ 19,694.76	\$ 110.78	0.000000	\$ -
May-20	\$ 2,534.98	\$ 1,682.00	\$ 852.98	6.75	0.00563	\$ 21,138.74	\$ 118.91	0.000000	\$ -
Jun-20	\$ 2,534.98	\$ 1,091.00	\$ 1,443.98	6.75	0.00438	\$ 23,173.72	\$ 101.39	0.000000	\$ -
Jul-20	\$ 2,534.98	\$ 500.00	\$ 2,034.98	5.25	0.00438	\$ 23,879.38	\$ 104.47	0.000000	\$ -
Aug-20	\$ 1,796.66	\$ 1,091.00	\$ 705.66	5.25	0.00438	\$ 24,585.04	\$ 107.56	0.000000	\$ -
Sep-20	\$ 1,796.66	\$ 1,091.00	\$ 705.66	5.25	0.00438	\$ 25,290.70	\$ 110.65	0.000000	\$ -
Oct-20	\$ 1,796.66	\$ 1,091.00	\$ 705.66	5.25	0.00438	\$ 26,587.36	\$ 116.32	0.000000	\$ -
Nov-20	\$ 1,796.66	\$ 500.00	\$ 1,296.66	5.25	0.00438	\$ 28,384.02	\$ 124.18	0.000000	\$ -
Dec-20	\$ 1,796.66	\$ -	\$ 1,796.66	5.25	0.00438	\$ -	\$ -		\$ 3,399.71
TOTALS	\$ 270,736.02	\$ 242,352.00	\$ 28,384.02			\$ 28,384.02	\$ 3,425.67		\$ 28,384.02
Bonus:	\$ 135,169.16								\$ 3,425.67
Attorney Fees	\$ 6,628.78								\$ 3,399.71
Support	\$ 35,209.40								\$ 35,209.40
TOTAL	\$ 177,007.34								\$ -

25	September, 2017	\$ 5,655.00	\$ -	\$ 5,655.00	6.25	0.00521	\$ 5,655.00	\$ 29.45
26	October, 2017	\$ 5,655.00	\$ -	\$ 5,655.00	6.25	0.00521	\$ 5,655.00	\$ 29.45
27	November, 2017	\$ 5,655.00	\$ 550.00	\$ 5,655.00	6.25	0.00521	\$ 5,105.00	\$ 26.59
28	December, 2017	\$ 5,105.00	\$ -	\$ 5,105.00	6.25	0.00521	\$ 5,105.00	\$ 26.59
29	January, 2018	\$ 5,105.00	\$ -	\$ 5,105.00	6.50	0.00542	\$ 5,105.00	\$ 27.65
30	February, 2018	\$ 5,105.00	\$ -	\$ 5,105.00	6.50	0.00542	\$ 5,105.00	\$ 27.65
31	March, 2018	\$ 5,105.00	\$ -	\$ 5,105.00	6.50	0.00542	\$ 5,105.00	\$ 27.65
32	April, 2018	\$ 5,105.00	\$ -	\$ 5,105.00	6.50	0.00542	\$ 5,105.00	\$ 27.65
33	May, 2018	\$ 5,105.00	\$ -	\$ 5,105.00	6.50	0.00542	\$ 5,105.00	\$ 29.78
34	June, 2018	\$ 5,105.00	\$ -	\$ 5,105.00	7.00	0.00583	\$ 5,105.00	\$ 29.78
35	July, 2018	\$ 5,105.00	\$ -	\$ 5,105.00	7.00	0.00583	\$ 5,105.00	\$ 29.78
36	August, 2018	\$ 5,105.00	\$ -	\$ 5,105.00	7.00	0.00583	\$ 5,105.00	\$ 29.78
37	September, 2018	\$ 5,105.00	\$ -	\$ 5,105.00	7.00	0.00583	\$ 5,105.00	\$ 29.78
38	October, 2018	\$ 5,105.00	\$ -	\$ 5,105.00	7.00	0.00583	\$ 5,105.00	\$ 29.78
39	November, 2018	\$ 5,105.00	\$ -	\$ 5,105.00	7.00	0.00583	\$ 5,105.00	\$ 31.91
40	December, 2018	\$ 5,105.00	\$ -	\$ 5,105.00	7.50	0.00625	\$ 5,105.00	\$ 31.91
41	January, 2019	\$ 5,105.00	\$ -	\$ 5,105.00	7.50	0.00625	\$ 5,105.00	\$ 31.91
42	February, 2019	\$ 5,105.00	\$ -	\$ 5,105.00	7.50	0.00625	\$ 5,105.00	\$ 31.91
43	March, 2019	\$ 5,105.00	\$ -	\$ 5,105.00	7.50	0.00625	\$ 5,105.00	\$ 31.91
44	April, 2019	\$ 5,105.00	\$ -	\$ 5,105.00	7.50	0.00625	\$ 5,105.00	\$ 31.91
45	May, 2019	\$ 5,105.00	\$ -	\$ 5,105.00	7.50	0.00625	\$ 5,105.00	\$ 31.91
46	June, 2019	\$ 5,105.00	\$ -	\$ 5,105.00	7.50	0.00625	\$ 5,105.00	\$ 31.91
47	July, 2019	\$ 5,105.00	\$ -	\$ 5,105.00	7.50	0.00625	\$ 5,105.00	\$ 31.91
48	August, 2019	\$ 5,105.00	\$ -	\$ 5,105.00	7.50	0.00625	\$ 5,105.00	\$ 31.91
49	September, 2019	\$ 5,105.00	\$ -	\$ 5,105.00	7.50	0.00625	\$ 5,105.00	\$ 31.91
50	October, 2019	\$ 5,105.00	\$ -	\$ 5,105.00	7.50	0.00625	\$ 5,105.00	\$ 31.91
51	November, 2019	\$ 5,105.00	\$ -	\$ 5,105.00	6.75	0.00563	\$ 5,105.00	\$ 28.72
52	December, 2019	\$ 5,105.00	\$ -	\$ 5,105.00	6.75	0.00563	\$ 5,105.00	\$ 28.72
53	January, 2020	\$ 5,105.00	\$ -	\$ 5,105.00	6.75	0.00563	\$ 5,105.00	\$ 28.72
54	February, 2020	\$ 5,105.00	\$ -	\$ 5,105.00	6.75	0.00563	\$ 5,105.00	\$ 28.72
55	March, 2020	\$ 5,105.00	\$ -	\$ 5,105.00	6.75	0.00563	\$ 5,105.00	\$ 28.72
56	April, 2020	\$ 5,105.00	\$ -	\$ 5,105.00	6.75	0.00563	\$ 5,105.00	\$ 28.72
57	May, 2020	\$ 5,105.00	\$ -	\$ 5,105.00	6.75	0.00563	\$ 5,105.00	\$ 22.33
58	June, 2020	\$ 5,105.00	\$ -	\$ 5,105.00	5.25	0.00438	\$ 5,105.00	\$ 22.33
59	July, 2020	\$ 5,105.00	\$ -	\$ 5,105.00			\$ 5,105.00	\$ 22.33

56	August, 2020	\$ 5,105.00	\$ -	\$ 5,105.00	5.25	0.00438	\$ 5,105.00	\$ 22.33
57	September, 2020	\$ 5,105.00	\$ -	\$ 5,105.00	5.25	0.00438	\$ 5,105.00	\$ 22.33
58	October, 2020	\$ 5,105.00	\$ -	\$ 5,105.00	5.25	0.00438	\$ 5,105.00	\$ 22.33
59	November, 2020	\$ 5,105.00	\$ -	\$ 5,105.00	5.25	0.00438	\$ 5,105.00	
60	December, 2020	\$ 5,105.00	\$ -	\$ 5,105.00	5.25	0.00438	\$ 5,105.00	\$ 1,523.78
TOTALS		\$ 10,000.00	\$ 4,895.00	\$ 5,105.00				
					Total Accrued Arrearage through December 2020:			
					\$ 5,105.00			
					Total Accrued Interest through December 2020:			
					\$ 1,523.78			
					TOTAL SUM DUE:			
					\$ 6,628.78			

Bonus												Total Presently Owed
Company	Year	Date	Amount	Bates	35%	Pymt Date to Bonnie	Monthly Interest Rate as Factor	Accrued Arrearage	Monthly Interest			
Southern Wine ar	2015	5/15/2015	\$ 28,764.00	DEF1511	\$ 10,067.40	N/A						\$ 13,062.45
Southern Wine ad	2015	5/22/2015	\$ 58,554.08	DEF1047	\$ 20,493.93	N/A						\$ 26,590.87
Bonus Deposited	2015	6/4/2015	\$ 10,000.00	DEF1053	\$ 3,500.00	N/A						\$ 4,541.25
Sharnus & Peabod	2015	9/1/2015	\$ 15,000.00	DEF1461	\$ 5,250.00	N/A						\$ 6,811.88
Sharnus & Peabod	2016	2/15/2016	\$ 2,105.98	DEF1465	\$ 737.09	N/A						\$ 915.39
Thomas Keller Re	2016	7/22/2016	\$ 4,646.45	DEF1468	\$ 1,626.26	N/A						\$ 2,019.61
Wynn Las Vegas	2017	1/8/2017	\$ 40,000.00	DEF2176	\$ 14,000.00	N/A						\$ 16,520.00
Wynn Las Vegas	2018	1/19/2018	\$ 40,000.00	DEF2174	\$ 14,000.00	N/A						\$ 16,520.00
*Golden 2018 - Bonus eligibility 30% base pay				DEF1842	\$ -	N/A						
Golden Entertainm	2018	6/8/2018	\$ 25,000.00	DEF1863	\$ 8,750.00	N/A						\$ 9,712.50
Resorts World	2019	1/9/2020	\$ 80,384.49	DEF1756	\$ 28,134.57	N/A						\$ 29,347.87
Resorts World	2019	6/6/2019	\$ 25,000.00	DEF1724	\$ 8,750.00	N/A						\$ 9,127.34
In general, 35% Bonus to W:			\$ 115,309.25									
			\$ 329,455.00		\$ 115,309.25							\$ 135,169.16

July, 2018	\$	10,067.40	\$	-	\$	10,067.40	7.00	0.00583	\$	10,067.40	\$	58.73
August, 2018	\$	10,067.40	\$	-	\$	10,067.40	7.00	0.00583	\$	10,067.40	\$	58.73
September, 2018	\$	10,067.40	\$	-	\$	10,067.40	7.00	0.00583	\$	10,067.40	\$	58.73
October, 2018	\$	10,067.40	\$	-	\$	10,067.40	7.00	0.00583	\$	10,067.40	\$	58.73
November, 2018	\$	10,067.40	\$	-	\$	10,067.40	7.00	0.00583	\$	10,067.40	\$	58.73
December, 2018	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
January, 2019	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
February, 2019	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
March, 2019	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
April, 2019	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
May, 2019	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
June, 2019	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
July, 2019	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
August, 2019	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	62.92
September, 2019	\$	10,067.40	\$	-	\$	10,067.40	7.50	0.00625	\$	10,067.40	\$	56.63
October, 2019	\$	10,067.40	\$	-	\$	10,067.40	6.75	0.00563	\$	10,067.40	\$	56.63
November, 2019	\$	10,067.40	\$	-	\$	10,067.40	6.75	0.00563	\$	10,067.40	\$	56.63
January, 2020	\$	10,067.40	\$	-	\$	10,067.40	6.75	0.00563	\$	10,067.40	\$	56.63
February, 2020	\$	10,067.40	\$	-	\$	10,067.40	6.75	0.00563	\$	10,067.40	\$	56.63
March, 2020	\$	10,067.40	\$	-	\$	10,067.40	6.75	0.00563	\$	10,067.40	\$	56.63
April, 2020	\$	10,067.40	\$	-	\$	10,067.40	6.75	0.00563	\$	10,067.40	\$	44.04
May, 2020	\$	10,067.40	\$	-	\$	10,067.40	6.75	0.00563	\$	10,067.40	\$	44.04
June, 2020	\$	10,067.40	\$	-	\$	10,067.40	5.25	0.00438	\$	10,067.40	\$	44.04
July, 2020	\$	10,067.40	\$	-	\$	10,067.40	5.25	0.00438	\$	10,067.40	\$	44.04
August, 2020	\$	10,067.40	\$	-	\$	10,067.40	5.25	0.00438	\$	10,067.40	\$	44.04
September, 2020	\$	10,067.40	\$	-	\$	10,067.40	5.25	0.00438	\$	10,067.40	\$	44.04
October, 2020	\$	10,067.40	\$	-	\$	10,067.40	5.25	0.00438	\$	10,067.40	\$	44.04
November, 2020	\$	10,067.40	\$	-	\$	10,067.40	5.25	0.00438	\$	10,067.40	\$	2,995.05
December, 2020	\$	10,067.40	\$	-	\$	10,067.40	5.25	0.00438	\$	10,067.40	\$	2,995.05
TOTALS	\$	10,067.40	\$	-	\$	10,067.40						
Total Accrued Arreage through December 2020:												\$ 10,067.40
Total Accrued Interest through December 2020:												\$ 2,995.05
TOTAL SUM DUE:												\$ 13,062.45

February, 2018	\$ 20,493.93	\$ -	\$ 20,493.93	6.50	0.00542	\$ 20,493.93	\$ 111.01
March, 2018	\$ 20,493.93	\$ -	\$ 20,493.93	6.50	0.00542	\$ 20,493.93	\$ 111.01
April, 2018	\$ 20,493.93	\$ -	\$ 20,493.93	6.50	0.00542	\$ 20,493.93	\$ 111.01
May, 2018	\$ 20,493.93	\$ -	\$ 20,493.93	6.50	0.00542	\$ 20,493.93	\$ 111.01
June, 2018	\$ 20,493.93	\$ -	\$ 20,493.93	7.00	0.00583	\$ 20,493.93	\$ 119.55
July, 2018	\$ 20,493.93	\$ -	\$ 20,493.93	7.00	0.00583	\$ 20,493.93	\$ 119.55
August, 2018	\$ 20,493.93	\$ -	\$ 20,493.93	7.00	0.00583	\$ 20,493.93	\$ 119.55
September, 2018	\$ 20,493.93	\$ -	\$ 20,493.93	7.00	0.00583	\$ 20,493.93	\$ 119.55
October, 2018	\$ 20,493.93	\$ -	\$ 20,493.93	7.00	0.00583	\$ 20,493.93	\$ 128.09
November, 2018	\$ 20,493.93	\$ -	\$ 20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
December, 2018	\$ 20,493.93	\$ -	\$ 20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
January, 2019	\$ 20,493.93	\$ -	\$ 20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
February, 2019	\$ 20,493.93	\$ -	\$ 20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
March, 2019	\$ 20,493.93	\$ -	\$ 20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
April, 2019	\$ 20,493.93	\$ -	\$ 20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
May, 2019	\$ 20,493.93	\$ -	\$ 20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
June, 2019	\$ 20,493.93	\$ -	\$ 20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
July, 2019	\$ 20,493.93	\$ -	\$ 20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
August, 2019	\$ 20,493.93	\$ -	\$ 20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
September, 2019	\$ 20,493.93	\$ -	\$ 20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
October, 2019	\$ 20,493.93	\$ -	\$ 20,493.93	7.50	0.00625	\$ 20,493.93	\$ 128.09
November, 2019	\$ 20,493.93	\$ -	\$ 20,493.93	6.75	0.00563	\$ 20,493.93	\$ 115.28
December, 2019	\$ 20,493.93	\$ -	\$ 20,493.93	6.75	0.00563	\$ 20,493.93	\$ 115.28
January, 2020	\$ 20,493.93	\$ -	\$ 20,493.93	6.75	0.00563	\$ 20,493.93	\$ 115.28
February, 2020	\$ 20,493.93	\$ -	\$ 20,493.93	6.75	0.00563	\$ 20,493.93	\$ 115.28
March, 2020	\$ 20,493.93	\$ -	\$ 20,493.93	6.75	0.00563	\$ 20,493.93	\$ 115.28
April, 2020	\$ 20,493.93	\$ -	\$ 20,493.93	6.75	0.00563	\$ 20,493.93	\$ 115.28
May, 2020	\$ 20,493.93	\$ -	\$ 20,493.93	6.75	0.00563	\$ 20,493.93	\$ 89.66
June, 2020	\$ 20,493.93	\$ -	\$ 20,493.93	5.25	0.00438	\$ 20,493.93	\$ 89.66
July, 2020	\$ 20,493.93	\$ -	\$ 20,493.93				

August, 2020	\$ 20,493.93	\$	-	\$ 20,493.93	5.25	0.00438	\$ 20,493.93	\$ 89.66
September, 2020	\$ 20,493.93	\$	-	\$ 20,493.93	5.25	0.00438	\$ 20,493.93	\$ 89.66
October, 2020	\$ 20,493.93	\$	-	\$ 20,493.93	5.25	0.00438	\$ 20,493.93	\$ 89.66
November, 2020	\$ 20,493.93	\$	-	\$ 20,493.93	5.25	0.00438	\$ 20,493.93	\$ 89.66
December, 2020	\$ 20,493.93	\$	-	\$ 20,493.93	5.25	0.00438	\$ 20,493.93	\$ 6,096.94
TOTALS	\$ 20,493.93	\$	-	\$ 20,493.93				
						Total Accrued Arrearage through December 2020:	\$ 20,493.93	
						Total Accrued Interest through December 2020:	\$ 6,096.94	
						TOTAL SUM DUE:	\$ 26,590.87	

Mahoney adv. Mahoney									
D-13-477883-D									
Dept. S									
Attorney Fees		Bonus Deposited in acct	2015	6/4/2015	\$ 10,000.00	DEF1053	\$ 3,500.00	Due April 2016	
Date Due	Amount Due	Payment	Monthly Arrearage	Annual Legal Interest Rate (percent)	Monthly Interest Rate as Factor	Accrued Arrearage	Monthly Interest		
April, 2016	\$ 3,500.00	\$ -	\$ 3,500.00	5.50	0.00458	\$ 3,500.00	\$ 16.04		
May, 2016	\$ 3,500.00	\$ -	\$ 3,500.00	5.50	0.00458	\$ 3,500.00	\$ 16.04		
June, 2016	\$ 3,500.00	\$ -	\$ 3,500.00	5.50	0.00458	\$ 3,500.00	\$ 16.04		
July, 2016	\$ 3,500.00	\$ -	\$ 3,500.00	5.50	0.00458	\$ 3,500.00	\$ 16.04		
August, 2016	\$ 3,500.00	\$ -	\$ 3,500.00	5.50	0.00458	\$ 3,500.00	\$ 16.04		
September, 2016	\$ 3,500.00	\$ -	\$ 3,500.00	5.50	0.00458	\$ 3,500.00	\$ 16.04		
October, 2016	\$ 3,500.00	\$ -	\$ 3,500.00	5.50	0.00458	\$ 3,500.00	\$ 16.04		
November, 2016	\$ 3,500.00	\$ -	\$ 3,500.00	5.50	0.00458	\$ 3,500.00	\$ 16.04		
December, 2016	\$ 3,500.00	\$ -	\$ 3,500.00	5.75	0.00479	\$ 3,500.00	\$ 16.77		
January, 2017	\$ 3,500.00	\$ -	\$ 3,500.00	5.75	0.00479	\$ 3,500.00	\$ 16.77		
February, 2017	\$ 3,500.00	\$ -	\$ 3,500.00	5.75	0.00479	\$ 3,500.00	\$ 16.77		
March, 2017	\$ 3,500.00	\$ -	\$ 3,500.00	5.75	0.00479	\$ 3,500.00	\$ 16.77		
April, 2017	\$ 3,500.00	\$ -	\$ 3,500.00	5.75	0.00479	\$ 3,500.00	\$ 16.77		
May, 2017	\$ 3,500.00	\$ -	\$ 3,500.00	5.75	0.00479	\$ 3,500.00	\$ 16.77		
June, 2017	\$ 3,500.00	\$ -	\$ 3,500.00	6.25	0.00521	\$ 3,500.00	\$ 18.23		
July, 2017	\$ 3,500.00	\$ -	\$ 3,500.00	6.25	0.00521	\$ 3,500.00	\$ 18.23		
August, 2017	\$ 3,500.00	\$ -	\$ 3,500.00	6.25	0.00521	\$ 3,500.00	\$ 18.23		
September, 2017	\$ 3,500.00	\$ -	\$ 3,500.00	6.25	0.00521	\$ 3,500.00	\$ 18.23		
October, 2017	\$ 3,500.00	\$ -	\$ 3,500.00	6.25	0.00521	\$ 3,500.00	\$ 18.23		
November, 2017	\$ 3,500.00	\$ -	\$ 3,500.00	6.25	0.00521	\$ 3,500.00	\$ 18.23		
December, 2017	\$ 3,500.00	\$ -	\$ 3,500.00	6.50	0.00542	\$ 3,500.00	\$ 18.96		
January, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	6.50	0.00542	\$ 3,500.00	\$ 18.96		
February, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	6.50	0.00542	\$ 3,500.00	\$ 18.96		
March, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	6.50	0.00542	\$ 3,500.00	\$ 18.96		
April, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	6.50	0.00542	\$ 3,500.00	\$ 18.96		

May, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	6.50	0.00542	\$ 3,500.00	\$ 18.96
June, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	6.50	0.00542	\$ 3,500.00	\$ 18.96
July, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	7.00	0.00583	\$ 3,500.00	\$ 20.42
August, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	7.00	0.00583	\$ 3,500.00	\$ 20.42
September, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	7.00	0.00583	\$ 3,500.00	\$ 20.42
October, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	7.00	0.00583	\$ 3,500.00	\$ 20.42
November, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	7.00	0.00583	\$ 3,500.00	\$ 20.42
December, 2018	\$ 3,500.00	\$ -	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
January, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
February, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
March, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
April, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
May, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
June, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
July, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
August, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
September, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	7.50	0.00625	\$ 3,500.00	\$ 21.88
October, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	6.75	0.00563	\$ 3,500.00	\$ 19.69
November, 2019	\$ 3,500.00	\$ -	\$ 3,500.00	6.75	0.00563	\$ 3,500.00	\$ 19.69
January, 2020	\$ 3,500.00	\$ -	\$ 3,500.00	6.75	0.00563	\$ 3,500.00	\$ 19.69
February, 2020	\$ 3,500.00	\$ -	\$ 3,500.00	6.75	0.00563	\$ 3,500.00	\$ 19.69
March, 2020	\$ 3,500.00	\$ -	\$ 3,500.00	6.75	0.00563	\$ 3,500.00	\$ 19.69
April, 2020	\$ 3,500.00	\$ -	\$ 3,500.00	6.75	0.00563	\$ 3,500.00	\$ 19.69
May, 2020	\$ 3,500.00	\$ -	\$ 3,500.00	5.25	0.00438	\$ 3,500.00	\$ 15.31
June, 2020	\$ 3,500.00	\$ -	\$ 3,500.00	5.25	0.00438	\$ 3,500.00	\$ 15.31
July, 2020	\$ 3,500.00	\$ -	\$ 3,500.00	5.25	0.00438	\$ 3,500.00	\$ 15.31
August, 2020	\$ 3,500.00	\$ -	\$ 3,500.00	5.25	0.00438	\$ 3,500.00	\$ 15.31
September, 2020	\$ 3,500.00	\$ -	\$ 3,500.00	5.25	0.00438	\$ 3,500.00	\$ 15.31

	\$	3,500.00	\$	-	\$	3,500.00		5.25		0.00438	\$	3,500.00	\$	15.31
October, 2020	\$	3,500.00	\$	-	\$	3,500.00		5.25		0.00438	\$	3,500.00	\$	15.31
November, 2020	\$	3,500.00	\$	-	\$	3,500.00		5.25		0.00438	\$	3,500.00	\$	15.31
December, 2020	\$	3,500.00	\$	-	\$	3,500.00		5.25		0.00438	\$	3,500.00	\$	1,041.25
TOTALS	\$	3,500.00	\$	-	\$	3,500.00					\$	3,500.00	\$	
							Total Accrued Arrearage through December 2020:					\$	3,500.00	
							Total Accrued Interest through December 2020:					\$	1,041.25	
							TOTAL SUM DUE:					\$	4,541.25	

May, 2018	\$	5,250.00	\$	-	\$	5,250.00	6.50	0.00542	\$	5,250.00	\$	28.44
June, 2018	\$	5,250.00	\$	-	\$	5,250.00	6.50	0.00542	\$	5,250.00	\$	28.44
July, 2018	\$	5,250.00	\$	-	\$	5,250.00	7.00	0.00583	\$	5,250.00	\$	30.63
August, 2018	\$	5,250.00	\$	-	\$	5,250.00	7.00	0.00583	\$	5,250.00	\$	30.63
September, 2018	\$	5,250.00	\$	-	\$	5,250.00	7.00	0.00583	\$	5,250.00	\$	30.63
October, 2018	\$	5,250.00	\$	-	\$	5,250.00	7.00	0.00583	\$	5,250.00	\$	30.63
November, 2018	\$	5,250.00	\$	-	\$	5,250.00	7.00	0.00583	\$	5,250.00	\$	30.63
December, 2018	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
January, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
February, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
March, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
April, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
May, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
June, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
July, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
August, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
September, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
October, 2019	\$	5,250.00	\$	-	\$	5,250.00	7.50	0.00625	\$	5,250.00	\$	32.81
November, 2019	\$	5,250.00	\$	-	\$	5,250.00	6.75	0.00563	\$	5,250.00	\$	29.53
December, 2019	\$	5,250.00	\$	-	\$	5,250.00	6.75	0.00563	\$	5,250.00	\$	29.53
January, 2020	\$	5,250.00	\$	-	\$	5,250.00	6.75	0.00563	\$	5,250.00	\$	29.53
February, 2020	\$	5,250.00	\$	-	\$	5,250.00	6.75	0.00563	\$	5,250.00	\$	29.53
March, 2020	\$	5,250.00	\$	-	\$	5,250.00	6.75	0.00563	\$	5,250.00	\$	29.53
April, 2020	\$	5,250.00	\$	-	\$	5,250.00	6.75	0.00563	\$	5,250.00	\$	29.53
May, 2020	\$	5,250.00	\$	-	\$	5,250.00	6.75	0.00563	\$	5,250.00	\$	29.53
June, 2020	\$	5,250.00	\$	-	\$	5,250.00	5.25	0.00438	\$	5,250.00	\$	22.97
July, 2020	\$	5,250.00	\$	-	\$	5,250.00	5.25	0.00438	\$	5,250.00	\$	22.97
August, 2020	\$	5,250.00	\$	-	\$	5,250.00	5.25	0.00438	\$	5,250.00	\$	22.97
September, 2020	\$	5,250.00	\$	-	\$	5,250.00	5.25	0.00438	\$	5,250.00	\$	22.97

[illegible]

May, 2019	\$	737.09	\$	-	\$	737.09	7.50	0.00625	\$	737.09	\$	4.61
June, 2019	\$	737.09	\$	-	\$	737.09	7.50	0.00625	\$	737.09	\$	4.61
July, 2019	\$	737.09	\$	-	\$	737.09	7.50	0.00625	\$	737.09	\$	4.61
August, 2019	\$	737.09	\$	-	\$	737.09	7.50	0.00625	\$	737.09	\$	4.61
September, 2019	\$	737.09	\$	-	\$	737.09	7.50	0.00625	\$	737.09	\$	4.61
December, 2019	\$	737.09	\$	-	\$	737.09	7.50	0.00625	\$	737.09	\$	4.15
November, 2019	\$	737.09	\$	-	\$	737.09	6.75	0.00563	\$	737.09	\$	4.15
January, 2020	\$	737.09	\$	-	\$	737.09	6.75	0.00563	\$	737.09	\$	4.15
February, 2020	\$	737.09	\$	-	\$	737.09	6.75	0.00563	\$	737.09	\$	4.15
March, 2020	\$	737.09	\$	-	\$	737.09	6.75	0.00563	\$	737.09	\$	4.15
April, 2020	\$	737.09	\$	-	\$	737.09	6.75	0.00563	\$	737.09	\$	4.15
May, 2020	\$	737.09	\$	-	\$	737.09	6.75	0.00563	\$	737.09	\$	3.22
June, 2020	\$	737.09	\$	-	\$	737.09	5.25	0.00438	\$	737.09	\$	3.22
July, 2020	\$	737.09	\$	-	\$	737.09	5.25	0.00438	\$	737.09	\$	3.22
August, 2020	\$	737.09	\$	-	\$	737.09	5.25	0.00438	\$	737.09	\$	3.22
September, 2020	\$	737.09	\$	-	\$	737.09	5.25	0.00438	\$	737.09	\$	3.22
October, 2020	\$	737.09	\$	-	\$	737.09	5.25	0.00438	\$	737.09	\$	3.22
November, 2020	\$	737.09	\$	-	\$	737.09	5.25	0.00438	\$	737.09	\$	178.28
December, 2020	\$	737.09	\$	-	\$	737.09	5.25	0.00438	\$	737.09	\$	
TOTALS	\$	737.09	\$	-	\$	737.09						
										Total Accrued Arrearage through December 2020:		
										\$ 737.09		
										\$ 178.28		
										Total Accrued Interest through December 2020:		
										\$ 915.38		
										TOTAL SUM DUE:		
										\$ 178.28		

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

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

EXHIBIT “B”

AA000450

Chase

Print QuickPay activity table

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

<u>Date received</u>	<u>Status</u>	<u>Sender</u>	<u>Type</u>	<u>Actions</u>	<u>Amount</u>
Nov 11, 2020	Completed	BART MAHONEY	Real-time	See details	\$500.00
Oct 22, 2020	Completed	BART MAHONEY	Real-time	See details	\$591.00
Oct 7, 2020	Completed	BART MAHONEY	Real-time	See details	\$500.00
Sep 21, 2020	Completed	BART MAHONEY	Real-time	See details	\$591.00
Sep 6, 2020	Completed	BART MAHONEY	Real-time	See details	\$500.00
Aug 20, 2020	Completed	BART MAHONEY	Real-time	See details	\$591.00
Aug 6, 2020	Completed	BART MAHONEY	Real-time	See details	\$500.00
Jul 23, 2020	Completed	BART MAHONEY	Real-time	See details	\$591.00
Jul 9, 2020	Completed	BART MAHONEY	Real-time	See details	\$500.00

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

<u>Date received</u>	<u>Status</u>	<u>Sender</u>	<u>Type</u>	<u>Actions</u>	<u>Amount</u>
Jun 6, 2020	Completed	BART MAHONEY	Real-time	See details	\$500.00
May 15, 2020	Completed	BART MAHONEY	Real-time	See details	\$500.00
May 4, 2020	Completed	BART MAHONEY	Real-time	See details	\$591.00
Apr 25, 2020	Completed	BART MAHONEY	Real-time	See details	\$500.00
Apr 16, 2020	Completed	BART MAHONEY	Real-time	See details	\$591.00
Apr 4, 2020	Completed	BART MAHONEY	Real-time	See details	\$591.00
Mar 19, 2020	Completed	BART MAHONEY	Real-time	See details	\$291.00
Mar 8, 2020	Completed	BART MAHONEY	Real-time	See details	\$800.00
Feb 10, 2020	Completed	BART MAHONEY	Real-time	See details	\$1,091.00
Jan 28, 2020	Completed	BART MAHONEY	Real-time	See details	\$1,091.00

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

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

You've reached the end of your activity.

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4
5
6 Bartholomew M Mahoney,
Plaintiff

CASE NO: D-13-477883-D

7 vs.

DEPT. NO. Department S

8
9 Bonnie M Mahoney, Defendant.

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 12/24/2020

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MEMC

RADFORD J. SMITH, CHARTERED

KIMBERLY A. STUTZMAN, ESQ.

Nevada Bar No. 014085

2470 St. Rose Parkway, Suite 206

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Attorneys for Defendant

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

BARTHOLOMEW M. MAHONEY, JR.,

Plaintiff,

vs.

BONNIE M. MAHONEY,

Defendant.

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

DEFENDANT'S MEMORANDUM OF FEES, COSTS AND DISBURSEMENTS
AND BRUNZELL DECLARATION

COMES NOW Defendant, BONNIE M. MAHONEY ("Bonnie"), by and through her attorneys, Kimberly A. Stutzman, Esq. of Radford J. Smith, Chartered, and hereby submits the following Memorandum of Fees, Costs and Disbursements pursuant to the Court's direction at the December 3, 2020 Evidentiary Hearing. A copy of the Bill History for the discovery issues is filed as Exhibit "A" including:

- | | |
|--------------------|-----------|
| 1. Photocopying: | \$ 336.50 |
| 2. Legal Research: | \$ 93.76 |

1 3. Expert Fees (for Trial Only): \$ 0
2 4. Process Server: \$ 750.00
3 5. Filing Fees: \$ 109.00
4 6. Witness Fees: \$ 26.00
5 7. Postage: \$24.54
6 8. Attorney's Fees: \$24,185.00
7
8

9
10

11 **TOTAL** **\$25,524.80**

12 DATED this 31 December 2020.

13 RADFORD J. SMITH, CHARTERED

14
15 /s/ Kimberly A. Stutzman
16 KIMBERLY A. STUTZMAN, ESQ.
17 Nevada Bar No. 014085
18 2470 St. Rose Parkway, Suite 206
19 Henderson, Nevada 89074
20 Attorneys for Defendant

21 **I.**

22 **STATEMENT OF FACTS**

23 The parties, Defendant, BONNIE MAHONEY ("Bonnie"), age 49, and Plaintiff,
24 BARTHOLOMEW MAHONEY ("Bart"), age 54 were divorced by stipulated Decree of
25 Divorce ("Decree") filed February 3, 2016.
26
27
28

1 The parties have two minor children, BRIGITTE MAHONEY ("Brigitte"), born
2 October 29, 2001 (age 19), and SOPHIA MAHONEY ("Sophia"), born June 12, 2004 (age
3 16).
4

5 At the December 3, 2020 Evidentiary Hearing, the Court granted Bonnie's Motions.
6 The Court further ordered that it was inclined to grant most of the attorney's fees and costs
7 for preparation of the hearing. As a result, Bonnie submits this Memorandum of Fees and
8 Costs. She requests that the Court enter an order directing Bart to pay all of Bonnie's
9 reasonable attorney's fees and costs that she has incurred related to her Motion filed May
10 9, 2019.
11
12

13 II.

14 ATTORNEY FEE'S AND COSTS

15 As discussed above, Bart has multiplied these proceedings and as a result, Bonnie
16 has incurred attorney's fees and costs in the prosecution of this Motion. A request for an
17 order directing another party to pay attorney's fees must be based upon statute, rule or
18 contractual provision. *See, e.g., Rowland v. Lepire*, 99 Nev. 308, 662 P.2d 1332 (1983).
19 Here, there is a statutory mandate for an award of fees against a party shown to be in
20 arrearages in child support (NRS 125B.140).
21
22

23 NRS 18.010 states in relevant part –
24

- 25 1. The compensation of an attorney and counselor for his or her services is
26 governed by agreement, express or implied, which is not restrained by law.
- 27 2. In addition to the cases where an allowance is authorized by specific
28 statute, the court may make an allowance of attorney's fees to a prevailing
party:

1 (a) When the prevailing party has not recovered more than \$20,000; or
2 (b) Without regard to the recovery sought, when the court finds that
3 the claim, counterclaim, cross-claim or third-party complaint or defense
4 of the opposing party was brought or maintained without reasonable
5 ground or to harass the prevailing party. The court shall liberally
6 construe the provisions of this paragraph in favor of awarding
7 attorney's fees in all appropriate situations. It is the intent of the
8 Legislature that the court award attorney's fees pursuant to this
9 paragraph and impose sanctions pursuant to Rule 11 of the Nevada
10 Rules of Civil Procedure in all appropriate situations to punish for and
11 deter frivolous or vexatious claims and defenses because such claims
12 and defenses overburden limited judicial resources, hinder the timely
13 resolution of meritorious claims and increase the costs of engaging in
14 business and providing professional services to the public.

15 3. In awarding attorney's fees, the court may pronounce its decision on the
16 fees at the conclusion of the trial or special proceeding without written motion
17 and with or without presentation of additional evidence.

18 4. Subsections 2 and 3 do not apply to any action arising out of a written
19 instrument or agreement which entitles the prevailing party to an award of
20 reasonable attorney's fees.

21 NRS 18.010 [emphasis added].

22 NRS 18.100 states in relevant part that –

23 1. The party in whose favor judgment is rendered, and who claims costs, must
24 file with the clerk, and serve a copy upon the adverse party, within 5 days after
25 the entry of judgment, or such further time as the court or judge may grant, a
26 memorandum of the items of the costs in the action or proceeding, which
27 memorandum must be verified by the oath of the party, or the party's attorney
28 or agent, or by the clerk of the party's attorney, stating that to the best of his
or her knowledge and belief the items are correct, and that the costs have been
necessarily incurred in the action or proceeding.

2. The party in whose favor judgment is rendered shall be entitled to recover
the witness fees, although at the time the party may not actually have paid
them. Issuance or service of subpoena shall not be necessary to entitle a
prevailing party to tax, as costs, witness fees and mileage, provided that such
witnesses be sworn and testify in the cause.

3. It shall not be necessary to embody in the memorandum the fees of the
clerk, but the clerk shall add the same according to the fees of the clerk fixed
by statute.

1 4. Within 3 days after service of a copy of the memorandum, the adverse party
2 may move the court, upon 2 days' notice, to retax and settle the costs, notice
3 of which motion shall be filed and served on the prevailing party claiming
4 costs. Upon the hearing of the motion the court or judge shall settle the costs.

5 In the instant matter, Bonnie is the prevailing party. Therefore, she should be
6 awarded her attorney's fees and costs.

7 Moreover, the Eighth Judicial District Rules are also a basis for an award of fees and
8 a fine (a penalty above the amount of reasonable attorneys and costs) based upon Bart's
9 breach of the Court's Decree. EDCR 7.60 states –
10

11 (a) If without just excuse or because of failure to give reasonable attention to
12 the matter, no appearance is made on behalf of a party on the call of a calendar,
13 at the time set for the hearing of any matter, at a pre-trial conference, or on
14 the date of trial, the court may order any one or more of the following:

- 15 (1) Payment by the delinquent attorney or party of costs, in such
16 amount as the court may fix, to the clerk or to the adverse party.
17 (2) Payment by the delinquent attorney or party of the reasonable
18 expenses, including attorney's fees, to any aggrieved party.
19 (3) Dismissal of the complaint, cross-claim, counter-claim or motion
20 or the striking of the answer and entry of judgment by default, or the
21 granting of the motion.
22 (4) Any other action it deems appropriate, including, without
23 limitation, imposition of fines.

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

- 28 (1) Presents to the court a motion or an opposition to a motion which
is obviously frivolous, unnecessary or unwarranted.
(2) *Fails to prepare for a presentation.*
(3) *So multiplies the proceedings in a case as to increase costs
unreasonably and vexatiously.*
(4) Fails or refuses to comply with these rules.
(5) Fails or refuses to comply with any order of a judge of the court.

1 [Emphasis added.] Here, Bart did not appear for the Evidentiary Hearing. Thus, he failed
2 to prepare for the presentation. He also failed to cooperate in the proceeding. Bonnie was
3 forced to serve seven subpoenas as follows: Wells Fargo, JP Morgan Chase, First Republic
4 Bank, Wynn Las Vegas, Southern Glazer's Wine and Spirits, Golden Entertainment, and
5 Resorts World Las Vegas.
6

7
8 EDCR 7.60 also allows an order for attorney's fees when a party multiplies the
9 proceedings or "Fails or refuses to comply with any order of a judge of the court." EDCR
10 7.60(b)(5).
11

12 Here, Bart refused to comply with the parties' Stipulated Decree requiring that he
13 pay child support, alimony, attorney fees, and health insurance to Bonnie. Bonnie
14 attempted to resolve these issues with Bart, but he refused
15

16 NRS 125.150 pertaining to an award for attorney's fees, states in relevant part,
17

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

22 [Emphasis added]

23 In *Miller v. Wilfong*, 121 Nev. 619, 621, 119 P.3d 727, 730 (2005), the Court stated:
24

25 [I]t is within the trial court's discretion to determine the reasonable amount
26 of attorney fees under a statute or rule, in exercising that discretion, the court
27 must evaluate the factors set forth in *Brunzell v. Golden Gate National Bank*,
28 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). Under *Brunzell*, when courts
determine the appropriate fee to award in civil cases, they must consider
various factors, including the qualities of the advocate, the character and
difficulty of the work performed, the work actually performed by the
attorney, and the result obtained. We take this opportunity to clarify our
jurisprudence in family law cases to require trial courts to evaluate

1 the *Brunzell* factors when deciding attorney fee awards. Additionally,
2 in *Wright v. Osburn*, this court stated that family law trial courts must also
3 consider the disparity in income of the parties when awarding
4 fees. Therefore, parties seeking attorney fees in family law cases must
5 support their fee request with affidavits or other evidence that meets the
6 factors in *Brunzell* and *Wright*.

7 *Miller v. Wilfong*, 121 Nev. 619, 623-24, 119 P.3d 727, 730 (2005).

8 Bonnie seeks reimbursement of his attorney's fees and costs in this matter and as the
9 prevailing party under the criteria set forth in *Miller v. Wilfong*, 121 Nev. 619, 119 P.3d
10 727 (2005).

11 With regard to fees, the Supreme Court has adopted "well known basic elements,"
12 which in addition to hourly time schedules kept by the attorney, are to be considered in
13 determining the reasonable value of an attorney's services qualities, commonly referred to
14 as the *Brunzell* factors.¹

15
16 1. *Quality of the Advocate*: his ability, his training, education, experience,
17 professional standing and skill. This factor logically addresses the rate at which counsel
18 charges for services. A skilled and experienced attorney can justify an hourly rate greater
19 than an attorney with less skill and experience. A party may contend that a rate is either
20 reasonable or excessive in the market based upon the education, skill and experience of an
21 attorney, or lack thereof.

22
23 Radford J. Smith, Chartered, is A/V rated firm. The attorneys have litigated almost
24 every aspect of Nevada family law during the course of their respective careers. Its senior
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¹ *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31, 33 (1969).

1 attorney, and the lead attorney in the present case, Kimberly A. Stutzman, Esq. (formerly
2 Kimberly A. Medina, KAM on the Bill History) is a graduate of the Golden Gate University
3 School of Law. She received a Specialization Certificate in Family Law and Intellectual
4 Property upon graduation. She exclusively practices family law in the four years that she
5 has been licensed in Nevada. She is also licensed in the state of California. Her rate of \$300
6 per hour is reasonable based on her qualifications, experience, and quality of work
7 performed in this matter.
8

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10 2. *The Character of the Work to be Done* – its difficulty, its intricacy, its
11 importance, time and skill required, the responsibility imposed and the prominence and
12 character of the parties where they affect the importance of the litigation. The “character
13 of the work” goes to whether the fee charged was commensurate to the “difficulty, intricacy
14 and importance” of the issues raised. Bonnie incurred the fees addressed above due to
15 Bart’s actions and his failure to comply with basic court orders as well as the parties’
16 *stipulated* Decree of Divorce. Bonnie’s counsel worked diligently to prosecute her Motion,
17 reviews thousands of pages of Bart’s financial records that had to be subpoenaed, and seek
18 Bart’s compliance in this case.
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23 3. *The Work Actually Performed by the Lawyer* – the skill, time and attention
24 given to the work. Bonnie’s counsel submits that the work done in this case was performed
25 in a competent and professional matter. The fees incurred were necessary, reasonable, and
26 commensurate to the work performed. Bonnie submits her Billing History with his
27 Memorandum of Fees and Costs.
28

4. *The Result:* Whether the attorney was successful and what benefits were derived.

Based on the foregoing, Bonnie was successful in the prosecution of her Motion. Thus, she will be the prevailing party, and the Court granted Bonnie's request for costs in the amount of \$1,339.80 and attorney's fees in the amount of \$24,185.00 for a total of \$25,524.80.

III.

CONCLUSION

Based on the foregoing, Bonnie requests that the Court grant judgment in favor of Bonnie and against Bart for any and all attorney's fees and costs incurred by Bonnie in this matter.

DATED this 31 December 2020.

RADFORD J. SMITH, CHARTERED

/s/ Kimberly A. Stutzman

KIMBERLY A. STUTZMAN, ESQ.

Nevada Bar No. 014085

2470 St. Rose Parkway, Suite 206

Henderson, Nevada 89074

Attorneys for Defendant

SWORN DECLARATION OF KIMBERLY A. STUTZMAN, ESQ.

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

KIMBERLY A. STUTZMAN, ESQ., declares as follows:

1. I have personal knowledge of the facts contained herein, and I am competent to testify thereto.

2. I am an attorney duly licensed to practice law in all courts in the State of Nevada. My firm, Radford J. Smith, Chartered, is counsel for Defendant, Bonnie Mahoney in this action.

3. I have prepared and reviewed the foregoing Memorandum of Attorney's Fees. The facts contained therein are true and correct, and within my personal knowledge.

4. The parties, Defendant, BONNIE MAHONEY ("Bonnie"), age 49, and Plaintiff, BARTHOLOMEW MAHONEY ("Bart"), age 54 were divorced by stipulated Decree of Divorce ("Decree") filed February 3, 2016.

5. The parties have two minor children, BRIGITTE MAHONEY ("Brigitte"), born October 29, 2001 (age 19), and SOPHIA MAHONEY ("Sophia"), born June 12, 2004 (age 16).

6. At the December 3, 2020 Evidentiary Hearing, the Court granted Bonnie's Motions. The Court further ordered that it was inclined to grant most of the attorney's fees and costs for preparation of the hearing. As a result, Bonnie submits this Memorandum of Fees and Costs. She requests that the Court enter an order directing Bart to pay all of

1 Bonnie's reasonable attorney's fees and costs that she has incurred related to her Motion
2 filed May 9, 2019.

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

11 8. NRS 18.010 states in relevant part –
12

13 1. The compensation of an attorney and counselor for his or her services is
14 governed by agreement, express or implied, which is not restrained by law.

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

18 (a) When the prevailing party has not recovered more than \$20,000; or
19 (b) Without regard to the recovery sought, when the court finds that

20 the claim, counterclaim, cross-claim or third-party complaint or defense
21 of the opposing party was brought or maintained without reasonable
22 ground or to harass the prevailing party. The court shall liberally
23 construe the provisions of this paragraph in favor of awarding
24 attorney's fees in all appropriate situations. It is the intent of the
25 Legislature that the court award attorney's fees pursuant to this
26 paragraph and impose sanctions pursuant to Rule 11 of the Nevada
27 Rules of Civil Procedure in all appropriate situations to punish for and
28 deter frivolous or vexatious claims and defenses because such claims
and defenses overburden limited judicial resources, hinder the timely
resolution of meritorious claims and increase the costs of engaging in
business and providing professional services to the public.

3. In awarding attorney's fees, the court may pronounce its decision on the
fees at the conclusion of the trial or special proceeding without written motion
and with or without presentation of additional evidence.

1 4. Subsections 2 and 3 do not apply to any action arising out of a written
2 instrument or agreement which entitles the prevailing party to an award of
3 reasonable attorney's fees.

4 NRS 18.010 [emphasis added].

5 9. NRS 18.100 states in relevant part that –

6 1. The party in whose favor judgment is rendered, and who claims costs, must
7 file with the clerk, and serve a copy upon the adverse party, within 5 days after
8 the entry of judgment, or such further time as the court or judge may grant, a
9 memorandum of the items of the costs in the action or proceeding, which
10 memorandum must be verified by the oath of the party, or the party's attorney
11 or agent, or by the clerk of the party's attorney, stating that to the best of his
12 or her knowledge and belief the items are correct, and that the costs have been
13 necessarily incurred in the action or proceeding.

14 2. The party in whose favor judgment is rendered shall be entitled to recover
15 the witness fees, although at the time the party may not actually have paid
16 them. Issuance or service of subpoena shall not be necessary to entitle a
17 prevailing party to tax, as costs, witness fees and mileage, provided that such
18 witnesses be sworn and testify in the cause.

19 3. It shall not be necessary to embody in the memorandum the fees of the
20 clerk, but the clerk shall add the same according to the fees of the clerk fixed
21 by statute.

22 4. Within 3 days after service of a copy of the memorandum, the adverse party
23 may move the court, upon 2 days' notice, to retax and settle the costs, notice
24 of which motion shall be filed and served on the prevailing party claiming
25 costs. Upon the hearing of the motion the court or judge shall settle the costs.

26 10. In the instant matter, Bonnie is the prevailing party. Therefore, she should be
27 awarded her attorney's fees and costs.

28 11. Moreover, the Eighth Judicial District Rules are also a basis for an award of
fees and a fine (a penalty above the amount of reasonable attorneys and costs) based upon
Bart's breach of the Court's Decree. EDCR 7.60 states –

(a) If without just excuse or because of failure to give reasonable attention to
the matter, no appearance is made on behalf of a party on the call of a calendar,

1 at the time set for the hearing of any matter, at a pre-trial conference, or on
2 the date of trial, the court may order any one or more of the following:

3 (1) Payment by the delinquent attorney or party of costs, in such
4 amount as the court may fix, to the clerk or to the adverse party.

5 (2) Payment by the delinquent attorney or party of the reasonable
6 expenses, including attorney's fees, to any aggrieved party.

7 (3) Dismissal of the complaint, cross-claim, counter-claim or motion
8 or the striking of the answer and entry of judgment by default, or the
9 granting of the motion.

10 (4) Any other action it deems appropriate, including, without
11 limitation, imposition of fines.

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

16 (1) Presents to the court a motion or an opposition to a motion which
17 is obviously frivolous, unnecessary or unwarranted.

18 (2) *Fails to prepare for a presentation.*

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

21 (4) Fails or refuses to comply with these rules.

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

23 [Emphasis added.] Here, Bart did not appear for the Evidentiary Hearing. Thus, he failed
24 to prepare for the presentation. He also failed to cooperate in the proceeding. Bonnie was
25 forced to serve seven subpoenas as follows: Wells Fargo, JP Morgan Chase, First Republic
26 Bank, Wynn Las Vegas, Southern Glazer's Wine and Spirits, Golden Entertainment, and
27 Resorts World Las Vegas.

28 12. EDCR 7.60 also allows an order for attorney's fees when a party multiplies
the proceedings or "Fails or refuses to comply with any order of a judge of the court."
EDCR 7.60(b)(5).

13. Here, Bart refused to comply with the parties' Stipulated Decree requiring that

1 he pay child support, alimony, attorney fees, and health insurance to Bonnie. Bonnie
2 attempted to resolve these issues with Bart, but he refused

3 14. NRS 125.150 pertaining to an award for attorney's fees, states in relevant part,
4

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

9 [Emphasis added]

10 15. In *Miller v. Wilfong*, 121 Nev. 619, 621, 119 P.3d 727, 730 (2005), the Court
11 stated:

12 [I]t is within the trial court's discretion to determine the reasonable amount
13 of attorney fees under a statute or rule, in exercising that discretion, the court
14 must evaluate the factors set forth in *Brunzell v. Golden Gate National Bank*,
15 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). Under *Brunzell*, when courts
16 determine the appropriate fee to award in civil cases, they must consider
17 various factors, including the qualities of the advocate, the character and
18 difficulty of the work performed, the work actually performed by the
19 attorney, and the result obtained. We take this opportunity to clarify our
20 jurisprudence in family law cases to require trial courts to evaluate
21 the *Brunzell* factors when deciding attorney fee awards. Additionally,
22 in *Wright v. Osburn*, this court stated that family law trial courts must also
23 consider the disparity in income of the parties when awarding
24 fees. Therefore, parties seeking attorney fees in family law cases must
25 support their fee request with affidavits or other evidence that meets the
26 factors in *Brunzell* and *Wright*.

27 *Miller v. Wilfong*, 121 Nev. 619, 623-24, 119 P.3d 727, 730 (2005).

28 16. Bonnie seeks reimbursement of his attorney's fees and costs in this matter and
as the prevailing party under the criteria set forth in *Miller v. Wilfong*, 121 Nev. 619, 119
P.3d 727 (2005).

17. With regard to fees, the Supreme Court has adopted "well known basic

1 elements," which in addition to hourly time schedules kept by the attorney, are to be
2 considered in determining the reasonable value of an attorney's services qualities,
3 commonly referred to as the *Brunzell* factors.²
4

5 1. *Quality of the Advocate:* his ability, his training, education, experience,
6 professional standing and skill. This factor logically addresses the rate at which counsel
7 charges for services. A skilled and experienced attorney can justify an hourly rate greater
8 than an attorney with less skill and experience. A party may contend that a rate is either
9 reasonable or excessive in the market based upon the education, skill and experience of an
10 attorney, or lack thereof. Radford J. Smith, Chartered, is A/V rated firm. The attorneys
11 have litigated almost every aspect of Nevada family law during the course of their
12 respective careers. Its senior attorney, and the lead attorney in the present case, Kimberly
13 A. Stutzman, Esq. (formerly Kimberly A. Medina, KAM on the Bill History) is a graduate
14 of the Golden Gate University School of Law. She received a Specialization Certificate in
15 Family Law and Intellectual Property upon graduation. She exclusively practices family
16 law in the four years that she has been licensed in Nevada. She is also licensed in the state
17 of California. Her rate of \$300 per hour is reasonable based on her qualifications,
18 experience, and quality of work performed in this matter.
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25 2. *The Character of the Work to be Done* – its difficulty, its intricacy, its
26 importance, time and skill required, the responsibility imposed and the prominence and
27
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² *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31, 33 (1969).

1 character of the parties where they affect the importance of the litigation. The "character
2 of the work" goes to whether the fee charged was commensurate to the "difficulty, intricacy
3 and importance" of the issues raised. Bonnie incurred the fees addressed above due to
4 Bart's actions and his failure to comply with basic court orders as well as the parties'
5 *stipulated* Decree of Divorce. Bonnie's counsel worked diligently to prosecute her Motion,
6 reviews thousands of pages of Bart's financial records that had to be subpoenaed, and seek
7 Bart's compliance in this case.
8
9

10
11 3. *The Work Actually Performed by the Lawyer* – the skill, time and attention
12 given to the work. Bonnie's counsel submits that the work done in this case was performed
13 in a competent and professional matter. The fees incurred were necessary, reasonable, and
14 commensurate to the work performed. Bonnie submits her Billing History with his
15 Memorandum of Fees and Costs.
16
17

18 4. *The Result:* Whether the attorney was successful and what benefits were
19 derived. Based on the foregoing, Bonnie was successful in the prosecution of her Motion.
20 Thus, she will be the prevailing party, and the Court granted Bonnie's request for costs in
21 the amount of \$1,339.80 and attorney's fees in the amount of \$24,185.00 for a total of
22 \$25,524.80.
23
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25 18. Pursuant to NRS 53.045, I declare under penalty of perjury that the
26 foregoing is true and correct.
27
28

/s/ Kimberly A. Stutzman
KIMBERLY A. STUTZMAN, ESQ.

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 served the foregoing document described as DEFENDANT'S MEMORANDUM OF FEES, COSTS AND DISBURSEMENTS AND *BRUNZELL DECLARATION* on this 31 December 2020 to all interested parties via the electronic service through the Eighth Judicial District Court's electronic filing system (pursuant to Administrative Order 20-17):

Bart Mahoney
bmmly27@gmail.com
Plaintiff

/s/ Kimberly A. Stutzman

An Employee of Radford J. Smith, Chartered

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EXHIBIT “A”

Date: 12/31/2020

History Bill

Date	Staff	T/E	Description	Dur/Qty	Amount
Bonnie Mahoney			Client No.		
Mahoney adv. Mahoney			Matter No. D-13-477883-D		
11/20/2017	KAM	T	Conference with client.	1	\$250.00
11/21/2017	KAM	T	Review Register of Actions.	0.2	\$50.00
12/19/2017	KAM	T	Email exchange with client (x2).	0.2	\$50.00
12/27/2017	KAM	T	Email to client.	0.1	\$25.00
1/03/2018	KAM	T	Review client emails and documents (x2). Email to client.	0.3	\$75.00
1/26/2018	KAM	T	Review emails from client (x2).	0.2	\$50.00
1/30/2018	KAM	T	Email exchange with client (x3).	0.3	\$75.00
1/30/2018	KAM	T	Phone call with client.	0.5	\$125.00
1/30/2018	KAM	T	Review, revise Financial Disclosure Form and Schedule of Arrears.	1	\$250.00
2/09/2018	KAM	T	Review client emails and documents (x14).	0.5	\$125.00
3/13/2018	KAM	T	Prepare Motion to Reduce Child Support to Judgment, schedule of arrears, and revise spreadsheet. Email to client.	1.6	\$400.00
5/18/2018	KAM	T	Email exchange with client (x2).	0.2	\$50.00
6/11/2018	KAM	T	Phone call with client.	0.8	\$200.00
2/06/2019	KAM	T	Email exchange with client (x4).	0.4	\$100.00
2/12/2019	KAM	T	Email exchange with client (x3).	0.3	\$75.00
2/25/2019	KAM	T	Email exchange with client (x2).	0.2	\$50.00
2/26/2019	DD	T	Prepare Initial Draft of Defendant's Financial Disclosure Form for Attorney Review; prepare Chase and Zelle payment images into file for production.	0.7	\$105.00
3/28/2019	KAM	T	Revise Motion. Email to client. Revise Arrears spreadsheet.	2	\$500.00
3/29/2019	KAM	T	Conduct legal research.	0.5	\$125.00
4/22/2019	KAS	T	Revise Motion. Revise Schedule of Arrears. Conduct Internet research re: VP Salaries. Email to client.	1.5	\$375.00
4/26/2019	KAS	T	Revise Arrears spreadsheet. Revise Motion. Review Exhibits.	0.2	\$50.00
5/03/2019	JH	T	Receive text messages between parties, upload and save to matter.	0.5	\$75.00
5/03/2019	KAS	T	Prepare draft Declaration of client.	0.2	\$50.00
5/03/2019	KAS	T	Revise, finalize Motion. Email to client.	0.3	\$75.00
5/06/2019	KAS	T	Email to client.	0.2	\$50.00
5/07/2019	SAH	T	Preparation of Certificate of Service of Financial Disclosure Form	0.2	\$30.00
5/09/2019	JH	T	Preparation of Certificate of Service for Motion, Schedule of Arrearages, FDF & Notice Hearing.	0.3	\$45.00
5/09/2019	JH	T	Submit Financial Disclosure Form for filing, receive file stamped copy, update file and email client.	0.3	\$45.00

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Date	Staff	T/E	Description	Dur/Qty	Amount
5/09/2019	JH	T	Receipt of Notice of Hearing, calendar, update file and email client.	0.2	\$30.00
5/09/2019	JH	T	Submit Certificate of Service for filing, receive file stamped copy, update file and email client.	0.3	\$45.00
5/09/2019	JH	T	Submit Motion to Reduce Arrearages for filing, receive file stamped copy, update file and email client.	0.3	\$45.00
5/09/2019	JH	T	Submit Schedule of Arrears for filing, receive file stamped copy, update file and email client.	0.3	\$45.00
5/09/2019	KAS	T	Prepare, finalize, Appendix of Exhibits.	0.4	\$100.00
5/09/2019	JH	T	Submit Exhibits to Motion for filing, receive file stamped copy, update file and email client.	0.3	\$45.00
5/10/2019	SAH	T	Telephone conference with Debbie Rose at clerk's office regarding receipt of Request for Fees	0.1	\$15.00
5/28/2019	KAS	T	Email to client.	0.1	\$25.00
5/29/2019	KAS	T	Email exchanges with client (x4).	0.4	\$250.00
5/30/2019	KAS	T	Prepare, finalize Ex Parte Request to Continue Hearing (re: Service) and Order Granting Request.	0.5	\$125.00
5/30/2019	SAH	T	Submission of Ex Parte Request for Order to Continue Hearing to Court for e-filing; Update client file; Forward to client	0.1	\$15.00
5/30/2019	KAS	T	Email exchange with client (x2).	0.2	\$50.00
6/05/2019	SAH	T	Telephone conference with Natalie in Dept. S regarding status of Order Granting Ex Parte Request to Continue Hearing	0.1	\$15.00
6/06/2019	SAH	T	Receipt of Notice of Rescheduling Hearing; Update client file; Forward to client; Preparation of Certificate of Service of Notice of Rescheduling Hearing	0.3	\$45.00
6/07/2019	SAH	T	Receipt of Order Granting Ex Parte Request to Continue Hearing; Preparation of Notice of Entry of Order Granting Ex Parte Request to Continue Hearing; Submission of same to Court for e-filing; Update client file; Forward to client	0.3	\$45.00
6/24/2019	SAH	T	Receipt and review of email from client regarding service on opposing party; Email to Richard at Report to Court regarding charge for skip trace	0.2	\$30.00
6/25/2019	SAH	T	Telephone conference with client regarding service on Plaintiff; Receipt of email from client confirming her request for a Skip Trace; Email to Richard at Report to Court requesting Skip Trace; Preparation of Certificate of Service of all filed documents to send to Plaintiff via Certified Mail - Return Receipt Requested	0.6	\$90.00
6/25/2019	KAS	T	Email to client.	0.1	\$25.00
7/23/2019	KAS	T	Prepare Request for Submission and Order Granting Motion. Email to client.	0.8	\$200.00
7/24/2019	JH	T	Preparation of Certificate of Service for Request for Submission of Motion	0.3	\$45.00

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Date	Staff	T/E	Description	Dur/Qty	Amount
7/24/2019					
7/24/2019	KAS	T	Email exchanges with client (x3). Finalize Request and Order Granting Motion.	0.3	\$75.00
8/12/2019	CJ	T	Call to Department S law clerk following up on Request for Submission regarding unopposed motion. Law clerk advises that the Judge will review the submission today or tomorrow.	0	\$0.00
8/19/2019	KAS	T	Review letter from A. Grigsby. Prepare letter re Continuance. Email to client.	0.4	\$120.00
8/19/2019	CJ	T	Receive letter from Aaron Grigsby, Esq. requesting continuance of the hearing. Receive Notice of Appearance Counsel. Update client file and email the same to client. Call to Court following up regarding status of Request for Submission of Order on unopposed motion. Judicial Executive Assistant advises that the Law Clerk is sick, but she will leave the order for her review. Transmit letter to Mr. Grigsby via email, send client copy of the same via email.	0	\$0.00
8/20/2019	CJ	T	Call from Court advising that Request for Submission is being denied. The hearing on August 22, 2019 will proceed as scheduled.	0	\$0.00
8/21/2019	JH	T	Receipt of Opposition to Motion to Reduce Arrearages and Modify Alimony, update file and email to client.	0	\$0.00
8/22/2019	KAS	T	Prepare for and attend hearing, includes travel and wait time.	2	\$600.00
8/26/2019	KAS	T	Conduct additional legal research re: Brief to Modify Alimony.	0.8	\$240.00
8/29/2019	CJ	T	Transmit letter to Opposing Counsel, calendar relevant deadline for response, email client copy of the same.	0	\$0.00
8/29/2019	KAS	T	Email to client.	0.1	\$30.00
8/29/2019	CJ	T	Prepare initial draft of Order from August 22, 2019 hearing.	0.4	\$60.00
8/29/2019	KAS	T	Review, revise Order After August 22, 2019 Hearing. Prepare, finalize letter to A. Grigsby.	0.5	\$150.00
9/05/2019	KAS	T	Email exchanges with client (x2). Email to A. Grigsby.	0.2	\$60.00
9/06/2019	KAS	T	Email exchanges with A. Grigsby (x2).	0.2	\$60.00
9/06/2019	KAS	T	Email exchanges with client (x5).	0.5	\$150.00
9/06/2019	CJ	T	Intake and organize bank statements provided by client. Review email correspondence between client, opposing counsel, and associate regarding short and long term case plan.	0	\$0.00
9/09/2019	KAS	T	Prepare letter to Judge Ochoa re August 22, 2019 Hearing.	0.1	\$30.00
9/10/2019	KAS	T	Finalize Letter to Judge Ochoa re: August 22, 2019 Order.	0.1	\$30.00
9/10/2019	CJ	T	Send courtesy copy of correspondence to the Court (submitting the Order from the August hearing absent countersignature) to Opposing Counsel via the Court's Odyssey system. Intake and process "serve" stamped document, email client copy of the same.	0	\$0.00

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Date	Staff	T/E	Description	Dur/Qty	Amount
9/12/2019	KAS	T	Conduct legal research re: Contract vs Statute interpreting Stipulated Divorce, and review Barrameda v. Barrameda and Bluestein v. Bluestein cases.	0.1	\$30.00
9/17/2019	CJ	T	Prepare and file Order After August Hearing; update client file; email copy to client. Prepare Notice of Entry of Order.	0.3	\$45.00
9/18/2019	CJ	T	eFile and eServe Notice of Entry of Order; update client file; email to client.	0	\$0.00
9/25/2019	KAS	T	Email exchanges with client (x2).	0.2	\$60.00
9/25/2019	CJ	T	Email client current Financial Disclosure Form and last filed Financial Disclosure Form so that she may prepare updated form for filing.	0	\$0.00
9/30/2019	KAS	T	Review Opposition. Review legal research notes. Review client emails, evidence. Prepare Reply in Support of Motion. Revise Updated Arrears and excel calculation. Email to client.	2.3	\$690.00
10/03/2019	KAS	T	Email to client.	0.1	\$30.00
10/04/2019	KAS	T	Email exchanges with client (x2). Revise, finalize Reply.	0.3	\$90.00
10/04/2019	CJ	T	eFile and eServe Reply; update client file; email to client with reminder regarding hearing.	0	\$0.00
10/08/2019	CJ	T	eFile and eServe Schedule of Arrears; update client file, email to client. Intake and save draft FDF from client.	0	\$0.00
10/09/2019	KAS	T	Email to client.	0	\$0.00
10/11/2019	KAS	T	Review letter from A. Grigsby.	0.1	\$30.00
10/14/2019	KAS	T	Email to A. Grigsby.	0.1	\$30.00
10/14/2019	KAS	T	Email exchanges with client (x4).	0.2	\$60.00
10/24/2019	CJ	T	Prepare Initial Post Decree Disclosure of Witnesses and Documents Pursuant to NRCP 16.2 including organizing documents for use as evident in the matter and redacting sensitive information.	1.1	\$165.00
10/28/2019	KAS	T	Review, revise Initial Disclosure Post Decree.	0.1	\$30.00
10/28/2019	CJ	T	Bates stamp documents and update pleading accordingly. Prepare disc containing document files for service via US Mail.	0.5	\$75.00
10/30/2019	CJ	T	Call to client, leave voicemail requesting update on whether client intends to appear for November 13, 2019 hearing in person or via telephone. Review and respond to client's emails about attending the hearing. Provide location information for the Court.	0	\$0.00
11/06/2019	CJ	T	Review Initial Disclosures from Opposing Party and note issues with the same for attorney review, update file, email client.	0.3	\$45.00
11/12/2019	CJ	T	Courtesy call to client reminding of Court hearing tomorrow.	0	\$0.00
11/13/2019	KAS	T	Prepare for and attend hearing, including conference with A. Grigsby, conference with client, and travel/wait time.	1.9	\$570.00

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Date	Staff	T/E	Description	Dur/Qty	Amount
11/14/2019	SAH	T	Preparation of client's Financial Disclosure Form	0.5	\$75.00
11/14/2019	SAH	T	Email to Transcript Services requesting video and Court Minutes from the November 13, 2019 hearing; Receipt of hearing video from November 13, 2019 hearing; Update client file	0	\$0.00
11/14/2019	CJ	T	Partial review of video transcript of 11/13/19 hearing, calendar deadlines set at hearing.	0.3	\$45.00
11/15/2019	SAH	T	Email to client transmitting draft Financial Disclosure Form	0	\$0.00
11/18/2019	SAH	T	Receipt of Court Minutes from the November 13, 2019 hearing; Update client file; Forward to client	0	\$0.00
11/22/2019	KAS	T	Prepare Order and Letter to A. Grigsby with November 13, 2019 Order.	0.5	\$150.00
11/26/2019	SAH	T	Receipt of seven (7) emails (including some attachments); Update client file	0	\$0.00
12/04/2019	KAS	T	Revise, finalize Order After Hearing, letter to Judge Ochoa, and letter to A. Grigsby.	0.8	\$240.00
12/13/2019	CJ	T	Review correspondence and FDF served by Opposing Counsel.	0	\$0.00
12/13/2019	KAS	T	Review Defendant's FDF and letter from A. Grigsby with list of financial institutions.	0.2	\$60.00
12/13/2019	KAS	T	Review, finalize Notice of Entry of Order After 11-13-19 Hearing.	0	\$0.00
12/13/2019	SAH	T	Submission of Order After November 13, 2019 hearing to Court for e-filing; Preparation of Notice of Entry of Order After November 13, 2019 Hearing for attorney's review; Submission of Notice of Entry to Court for e-filing; Receipt of Plaintiff's Financial Disclosure Form; Forward copies to client; Update client file	0	\$0.00
12/16/2019	CJ	T	Review and respond to client's email, prepare updated FDF for client to finish with new information.	0.2	\$30.00
12/16/2019	KAS	T	Review Email from client (dated 12/13, and respond.	0.2	\$60.00
12/18/2019	KAS	T	Review email from client.	0.1	\$30.00
12/27/2019	KAS	T	Prepare subpoenas and conduct Internet research re Secretary of State for KRM Inc (CA Based company with Venetian Hotel Restaurants.)	0.3	\$90.00
12/30/2019	CJ	T	eServe Notice of Intent to Serve Subpoenas and email to client. Calendar related deadlines.	0.2	\$30.00
12/30/2019	KAS	T	Conduct Internet, Secretary of State research re; Nevada corporations for Plaintiff's employment and banking records. Continue research re: California company, KRM, Inc. Prepare notice of depositions, subpoenas for employment/bank records, and prepare notice of intent to serve (x7 subpoenas).	2.2	\$660.00
12/30/2019	CJ	T	Research Bart's 2016 employer KRM, Inc. for purposes of locating registered agent in Nevada to serve with subpoena.	0.4	\$60.00
1/14/2020	CJ	T	Arrange for service of 7 subpoenas seeking records of Plaintiff.	0	\$0.00

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Date	Staff	T/E	Description	Dur/Qty	Amount
1/14/2020					
1/16/2020	CJ	T	Call from Wells Fargo Bank regarding Subpoena.	0.2	\$30.00
1/17/2020	CJ	T	Call to Wells Fargo Bank regarding Subpoena Duces Tecum, leave message granting extension request through February 17, 2020.	0	\$0.00
1/17/2020	CJ	T	Review emails from June's regarding status of Service.	0	\$0.00
1/20/2020	KAS	T	Email exchanges with J. Rogers at Southern Glazer's Wine and Spirits (x3).	0.1	\$30.00
1/23/2020	KAS	T	Review documents received from Golden Entertainment responsive to our Subpoena Duces Tecum; update client file and prepare for disclosure of same.	0.1	\$30.00
1/28/2020	KAS	T	Review, finalize Amended Chase Subpoena.	0.1	\$30.00
1/28/2020	CJ	T	Call to JP Morgan Chase in response to letter stating our Subpoena was improperly issued. Prepare Amended Subpoena to JP Morgan.	0	\$0.00
1/30/2020	KAS	T	Phone call with G. Gardner, Resorts World LV General Counsel.	0.1	\$30.00
1/31/2020	SAH	T	Contact process server for service of Subpoena Duces Tecum on JP Morgan Chase; Prepare same for service	0	\$0.00
1/31/2020	CJ	T	Call and email from First Republic Bank regarding response to the Subpoena. Update client file with documents received, email to client.	0.1	\$15.00
1/31/2020	KAS	T	Email exchanges with S. Smith at First Republic Bank.	0.5	\$150.00
2/04/2020	SAH	T	Preparation of Affidavit of Service of the Subpoena Duces Tecum addressed to JP Morgan Chase Bank; Submission of same to Court for e-filing; Update client file; Forward copy to client	0.3	\$45.00
2/12/2020	CJ	T	Email to client noting that hearing was vacated.	0	\$0.00
2/13/2020	CJ	T	Update client file regarding subpoena response from Wells Fargo.	0	\$0.00
2/19/2020	KAS	T	Begin review of Subpoena Response from Southern Glazier's Wine and Spirits, including their letter re Objections.	0.2	\$60.00
2/26/2020	SAH	T	Review of Notice of Change of Law Firm Address; Update client file; Update opposing attorney's contact information	0	\$0.00
3/05/2020	SAH	T	Two (2) telephone conferences with Chase Subpoena Processing Department regarding documents pursuant to Subpoena Duces Tecum and documents received on February 24, 2020	0.2	\$30.00
3/17/2020	CJ	T	Begin First Supplemental Disclosure.	0.5	\$75.00
3/19/2020	KAS	T	Review client file, and email exchanges with client (x3) re trial, discovery, and FDF.	0.3	\$90.00
3/20/2020	KAS	T	Email to client.	0.1	\$30.00

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Date	Staff	T/E	Description	Dur/Qty	Amount
3/20/2020					
3/23/2020	KAS	T	Review client files, evidence, and email exchanges with clients (x24). Review, finalize First Supplemental Disclosures. Email to A. Grigsby.	4.3	\$1,290.00
3/23/2020	CJ	T	Review records sent by client, email client regarding the same, update client file.	0.4	\$60.00
3/23/2020	KAS	T	Review, revise client's Updated Financial Disclosure Form.	0.8	\$240.00
3/24/2020	KAS	T	Review revisions from client, review client documents, evidence re income for FDF, revise, finalize FDF, and email exchanges with client (x14).	1	\$300.00
3/27/2020	KAS	T	Prepare letter to client re: COVID-19 Court and Firm procedures and Maternity Leave. Email to client.	0	\$0.00
3/28/2020	KAS	T	Email exchanges with client (x3).	0.1	\$30.00
3/30/2020	KAS	T	Begin review of Subpoenas and prepare spreadsheet.	0.5	\$150.00
3/31/2020	KAS	T	Review Motion to Withdraw. Email exchanges with client (x2).	0.2	\$60.00
4/01/2020	KAS	T	Email to A. Grigsby. Continue Review of Plaintiff's bank statements re arrears.	2.4	\$720.00
4/02/2020	KAS	T	Continue review of subpoena re Alimony, Child Support Arrears. Update spreadsheet for trial exhibit.	4	\$1,200.00
4/03/2020	KAS	T	Complete review of client's bank statements from 2015 to present, Plaintiff's employment records re Bonuses, and prepare updated Arrears Spreadsheet re Child Support, Alimony, Attorney's Fees, and Bonuses for Trial. Emails to client (x2).	6.6	\$1,980.00
4/06/2020	KAS	T	Email exchanges with client (x9).	0.5	\$150.00
4/07/2020	KAS	T	Email exchanges with A. Grigsby (x3).	0.1	\$30.00
4/16/2020	KAS	T	Review client file, and email exchanges with client re Trial Preparation (x4).	0.2	\$60.00
4/24/2020	KAS	T	Begin draft Pre-Trial Memorandum.	0.1	\$30.00
4/28/2020	CJ	T	Review Notice of Entry of Order filed by Opposing Counsel.	0	\$0.00
4/28/2020	KAS	T	Email exchanges with client (x3).	0.1	\$30.00
4/28/2020	CJ	T	Call to Court JEA, leave message checking on status of Evidentiary Hearing, how it will be completed, and how Court would like trial exhibits submitted.	0	\$0.00
4/30/2020	KAS	T	Email exchanges with client (x3). Email to Bart Mahoney (x1).	0	\$0.00
4/30/2020	KAS	T	Review, revise Stipulation and Order.	0.1	\$30.00
4/30/2020	CJ	T	Prepare Stipulation and Order to Continue.	0.2	\$30.00
5/01/2020	KAS	T	Email exchanges with Bart Mahoney (x3) re Stipulation and Order.	0.1	\$30.00
5/05/2020	KAS	T	Email exchanges with client (x3).	0.2	\$60.00
5/05/2020	CJ	T	Review Stipulation and Order to Continue Evidentiary Hearing, update firm calendar, email to client.	0	\$0.00

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Date	Staff	T/E	Description	Dur/Qty	Amount
5/05/2020					
9/16/2020	CJ	T	Review and respond to client email regarding status of Trial. Calls to and from JEA regarding discrepancy between date on docket and date on SAO to Continue.	0.2	\$30.00
9/21/2020	CJ	T	Review Notice of Rescheduling from the Court, update client file, update firm calendar, email to client with brief explanation.	0.2	\$30.00
9/28/2020	CJ	T	Prepare and file Certificate of Service regarding Notice of Hearing being mailed to Opposing Party. Email to client.	0.2	\$30.00
10/07/2020	CJ	T	Review Order Setting Evidentiary Hearing, update client file, calendar relevant deadlines, email to client.	0.3	\$45.00
11/23/2020	KAS	T	Review file and prepare Pre-Trial Memorandum. Revise Arrears spreadsheet.	2.5	\$750.00
11/24/2020	KAS	T	Updated Schedule of Arrears for trial.	1.7	\$510.00
11/24/2020	CJ	T	Begin preparation of Trial Exhibits and Exhibit List.	1.5	\$225.00
11/25/2020	KAS	T	Conference with C. Janson. Review, finalize 2nd Supplemental Disclosure.	0.2	\$60.00
11/25/2020	KAS	T	Phone call with client.	0.4	\$120.00
11/25/2020	KAS	T	Review, revise, and finalize Updated Financial Disclosure Form.	0.2	\$60.00
11/25/2020	CJ	T	Prepare 2nd Supplement and updated Exhibit List.	0.5	\$75.00
11/30/2020	KAS	T	Review documents from Wynn. Prepare for trial.	2.2	\$660.00
12/01/2020	KAS	T	Prepare for Trial.	1	\$300.00
12/01/2020	CJ	T	Update firm calendar with Blue Jeans information for Evidentiary Hearing.	0	\$0.00
12/02/2020	KAS	T	Phone call and email exchanges with client. Prepare for trial.	5	\$1,500.00
12/03/2020	KAS	T	Finish trial preparation, attend trial, and phone call with client. Revise Exhibit C, Support Arrears spreadsheet and email exchanges with Yvette in Department S.	4	\$1,200.00
12/11/2020	KAS	T	Email exchanges with client.	0	\$0.00
12/21/2020	KAS	T	Prepare Findings and Order.	1.4	\$420.00
12/22/2020	KAS	T	Continue preparing and finalize Findings and Order. Email to department.	4	\$1,200.00
12/28/2020	KAS	T	Finalize Notice of Entry of Judgment and email exchanges with client.	0	\$0.00
Subtotal				89.90	\$24,185.00
11/30/2017	ALL	E	Copy charge for 11/1/17 - 11/30/17, machine 1	187	\$46.75
11/30/2017	ALL	E	Copy charge for 11/1/17 - 11/30/17, machine 2	14	\$3.50
12/31/2017	ALL	E	Copy charge for 12/1/17 - 12/31/17, machine 1	10	\$2.50
1/31/2018	ALL	E	Postage 1/1/18 - 1/31/18	0	\$0.67
2/28/2018	ALL	E	Copy charge for 2/1/18 - 2/28/18, machine 2	32	\$8.00

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2/28/2018	ALL	E	Copy charge for 2/1/18 - 2/28/18, machine 1	2	\$0.50
3/31/2018	ALL	E	Legal Research 3/1/18 - 3/31/18	0	\$4.01
6/30/2018	ALL	E	Legal Research 6/1/18 - 6/30/18	0	\$39.81
2/28/2019	ALL	E	Copy charge for 2/28/19 - 2/28/19, machine 2	13	\$3.25
2/28/2019	ALL	E	Copy charge for 2/28/19 - 2/28/19, machine 1	28	\$7.00
3/31/2019	ALL	E	Copy charge for 3/1/19 - 3/31/19, machine 1	18	\$4.50
3/31/2019	ALL	E	Legal Research 3/1/19 - 3/31/19	0	\$8.62
4/30/2019	ALL	E	Copy charge for 4/1/19 - 4/30/19, machine 1	12	\$3.00
5/09/2019	ALL	E	Filing Fee 5/9/19	0	\$25.00
5/31/2019	ALL	E	Copy charge for 5/1/19 - 5/31/19, machine 1	177	\$44.25
5/31/2019	ALL	E	Filing Fee 5/1/19 - 5/31/19	0	\$14.00
5/31/2019	ALL	E	Copy charge for 5/1/19 - 5/31/19, machine 2	185	\$46.25
5/31/2019	ALL	E	Postage 5/1/19 - 5/31/19	0	\$7.42
6/25/2019	ALL	E	Certified Mail	0	\$14.15
6/30/2019	ALL	E	Copy charge for 6/1/19 - 6/30/19, machine 1	137	\$34.25
6/30/2019	ALL	E	Copy charge for 6/1/19 - 6/30/19, machine 2	18	\$4.50
6/30/2019	ALL	E	Filing Fee 6/1/19 - 6/30/19	0	\$14.00
7/31/2019	ALL	E	Copy charge for 7/1/19 - 7/31/19, machine 2	1	\$0.25
7/31/2019	ALL	E	Copy charge for 7/1/19 - 7/31/19, machine 1	55	\$13.75
7/31/2019	ALL	E	Filing Fee 7/1/19 - 7/31/19	0	\$7.00
8/31/2019	ALL	E	Legal Research 8/1/19 - 8/31/19	0	\$27.70
8/31/2019	ALL	E	Copy charge for 8/1/19 - 8/31/19, machine 2	30	\$7.50
9/30/2019	ALL	E	Filing Fee 9/1/19 - 9/30/19	0	\$7.00
9/30/2019	ALL	E	Legal Research 9/1/19 - 9/30/19	0	\$13.62
9/30/2019	ALL	E	Copy charge for 9/1/19 - 9/30/19, machine 1	19	\$4.75
10/31/2019	ALL	E	Postage 10/1/19 - 10/31/19	0	\$1.30
10/31/2019	ALL	E	Copy charge for 10/1/19 - 11/6/19, machine 1	41	\$10.25
11/30/2019	ALL	E	Postage 11/1/19 - 11/30/19	0	\$1.00
11/30/2019	ALL	E	Copy charge for 11/7/19 - 11/30/19, machine 2	22	\$5.50
11/30/2019	ALL	E	Copy charge for 11/7/19 - 11/30/19, machine 1	30	\$7.50
12/31/2019	ALL	E	Copy charge for 12/1/19 - 12/31/19 , machine 1	159	\$39.75
12/31/2019	ALL	E	Copy charge for 12/1/19 - 12/31/19 , machine 2	27	\$6.75
12/31/2019	ALL	E	Filing Fee 12/1/19 - 12/31/19	0	\$7.00
1/17/2020	ALL	E	Process Service of Southern Galzers Wine and Spirits	0	\$155.00
1/21/2020	ALL	E	Process Service of First Republic Bank	0	\$155.00
1/24/2020	ALL	E	Process Service of Wynn Las Vegas	0	\$108.00
1/28/2020	ALL	E	Process Service of Golden Entertainment	0	\$73.00

Radford J. Smith, Chartered
2470 St. Rose Parkway #206
Henderson, Nevada 89074

History Bill

Date: 12/31/2020

Date	Staff	T/E	Description	Dur/Qty	Amount
1/28/2020					
1/28/2020	ALL	E	Process Service of Wells Fargo Bank	0	\$73.00
1/28/2020	ALL	E	Process Service of JP Morgan Chase	0	\$73.00
1/29/2020	ALL	E	Process Service of Resorts World Las Vegas	0	\$73.00
1/30/2020	ALL	E	Witness Fee for JP Morgan Chase	0	\$26.00
1/31/2020	ALL	E	Copy charge for 1/1/20 - 1/31/20 , machine 1	31	\$7.75
1/31/2020	ALL	E	Copy charge for 1/1/20 - 1/31/20 , machine 2	12	\$3.00
2/02/2020	ALL	E	Process Service of Chase Bank	0	\$40.00
2/29/2020	ALL	E	Copy charge for 2/1/20 - 2/29/20 , machine 1	6	\$1.50
2/29/2020	ALL	E	Copy charge for 2/1/20 - 2/29/20 , machine 2	6	\$1.50
2/29/2020	ALL	E	Filing Fee 2/1/20 - 2/29/20	0	\$3.50
3/31/2020	ALL	E	Filing Fee 3/1/20 - 3/31/20	0	\$3.50
9/30/2020	ALL	E	Filing Fee 9/1/20 - 9/30/20	0	\$7.00
9/30/2020	ALL	E	Copy charge for 9/1/20 - 9/30/20 , machine 1	6	\$1.50
11/30/2020	ALL	E	Filing Fee 11/1/20 - 11/30/20	0	\$21.00
11/30/2020	ALL	E	Copy charge for 11/1/20 - 11/30/20 , machine 1	68	\$17.00
Subtotal				1,346.00	\$1,339.80
Total				1,435.90	\$25,524.80
Total Time and Expenses				1,435.90	\$25,524.80