

**IN THE SUPREME COURT
OF THE
STATE OF SOUTH DAKOTA**

APPEAL NO. 30975

LINNEA CAROL BULYCA
Plaintiff/Appellee,

vs.

CASEY RAY BULYCA
Defendant/Appellant.

ON APPEAL FROM THE CIRCUIT COURT
SEVENTH JUDICIAL CIRCUIT
PENNINGTON COUNTY, SOUTH DAKOTA

The Honorable Scott A. Roetzel
Circuit Court Judge

APPELLANT'S BRIEF

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NOTICE OF APPEAL FILED JANUARY 17, 2025

TABLE OF CONTENTS

	<u>Page</u>
TABLE OF AUTHORITIES	iii
PRELIMINARY STATEMENT.....	1
JURISDICTIONAL STATEMENT	1
STATEMENT OF ISSUES	2
I. Whether the trial court could simply deny Casey Ray Bulyca's Motion to Amend Child Support and refuse to calculate child support.....	2
STATEMENT OF THE CASE AND THE FACTS.....	3
I. STATEMENT OF THE CASE	3
II. STATEMENT OF THE FACTS	5
ARGUMENT.....	9
I. THE TRIAL COURT ERRED WHEN IT REFUSED TO CALCULATE CHILD SUPPORT	9
A. STANDARD OF REVIEW.....	9
B. THE TRIAL COURT ERRED WHEN IT DENIED CASEY RAY BULYCA'S MOTION AND REFUSED TO CALCULATE CHILD SUPPORT	10
CONCLUSION.....	16
CERTIFICATE OF COMPLIANCE.....	17
CERTIFICATE OF SERVICE	18

TABLE OF AUTHORITIES

South Dakota Cases:

<i>Billion v. Billion</i> , 1996 S.D. 101, 553 N.W.2d 226	9, 10
<i>Fossum v. Fossum</i> 374 N.W.2d 100 (S.D. 1985)	14
<i>Kanta v. Kanta</i> , 479 N.W.2d 505 (SD 1991)	10
<i>Linard v. Hershey</i> , 489 N.W.2d 599 (SD 1992)	9
<i>Masek v. Masek</i> , 89 SD 62, 228 N.W.2d 334 (1975).....	9
<i>Midzak v. Midzak</i> , 2005 S.D. 58, 697 N.W.2d 733	9
<i>Miller v. Jacobsen</i> , 2006 S.D. 33, 714 N.W.2d 69	9, 10
<i>Muenster v. Muenster</i> , 2009 S.D. 23, 764 N.W.2d 712	2, 15
<i>Ostwald v. Ostwald</i> 331 N.W.2d 64 (S.D. 1983)	13, 14
<i>Vander Pol v. Vander Pol</i> , 484 N.W.2d 522 (SD 1992)	9
<i>Watson-Wojewski v. Wojewski</i> , 2000 S.D. 132, 617 N.W.2d 666	10

Statutes:

SDCL § 15-26A-3.....	1
SDCL § 25-7-6.1.....	10
SDCL § 25-7-6.2.....	15

SDCL § 25-7-6.3.....	11, 12
SDCL § 25-7-6.6.....	2, 12, 13
SDCL § 25-7-6.11.....	10
SDCL § 25-7-6.13.....	2, 10

PRELIMINARY STATEMENT

For ease of reference, citations to the pleadings will be referred to as Settled Record ("SR") and the numbers assigned by the Clerk, and the pleading and any further designation as appropriate, e.g. "SR 273, Motion to Amend Child Support." References to the documents in the Appellant's Appendix will be referred to by the specified document and designation to the Appendix, e.g. "Court's Findings of Fact and Conclusions of Law and Order, App. at A-001-010." Citations to evidentiary hearing transcript will be designated by reference to the trial transcript and page and line number, e.g. "TT, p. 48:9 – 48:16."

The Appellant, Casey Ray Bulyca will be referred to as "Casey." The Appellee, Linnea Carol Bulyca, will be referred to as "Linnea."

JURISDICTIONAL STATEMENT

This is an appeal from the Court's Findings of Fact and Conclusions of Law and Order, App. at A-001-010. The Court's Findings of Fact and Conclusions of Law and Order were signed and filed on December 13, 2024. App. at A-010. Notice of Entry of Order was filed on December 18, 2024. SR 385.

Casey filed a Notice of Appeal on January 17, 2025. SR 403. This Court has jurisdiction over this action pursuant to SDCL § 15-26A-3.

STATEMENT OF ISSUES

- I. **Whether the trial court could simply deny Casey Ray Bulyca's Motion to Amend Child Support and refuse to calculate child support.**

The trial court held in the affirmative.

MOST RELEVANT AUTHORITIES

SDCL § 25-7-6.6

SDCL § 25-7-6.13

Muenster v. Muenster,
2009 S.D. 23, 764 N.W.2d 712

STATEMENT OF THE CASE AND THE FACTS

I. STATEMENT OF THE CASE

On May 25, 2021, the Plaintiff, Linnea Carol Bulyca (hereinafter "Linnea") and the Defendant, Casey Ray Bulyca (hereinafter "Casey") were divorced by the trial court (the Honorable Craig Pfeifle), through the filing of a Decree of Divorce. SR 082. The Decree of Divorce incorporated the Parties' Stipulation and Property Settlement Agreement for Child Custody, Visitation, and Child Support, which was signed by the parties and filed with the Court on May 19, 2021. SR 055. The parties' Stipulation and the Court's Decree of Divorce set Casey's child support obligation to Linnea at \$2,377 per month. SR 055, 082. On February 16, 2024, Casey filed a Motion to Amend Child Support with the trial court. SR 273. Casey filed a Notice of Hearing, scheduling a hearing on the Defendant's Motion to Amend Child Support before the Honorable Craig Pfeifle for Thursday, March 21, 2024 at 4:00 p.m. SR 277. No response or objection was filed. During the hearing, Linnea's counsel appeared and requested that an evidentiary hearing be set or that the matter be referred to a child support referee. An evidentiary hearing was not able to be completed before the Honorable Craig Pfeifle retired and this matter was reassigned to the Honorable Scott A. Roetzel. The Court held an evidentiary hearing on November 6, 2024. At the time of the hearing, the parties agreed that Linnea's income was different than when support was

previously calculated, but notified the Court that the parties' stipulated to Linnea's current income numbers as those numbers were identified in the Plaintiff's proposed Exhibit 3 provided to the Court at the time of the hearing. TT, p. 3:12 – 5:8. The parties further agreed that the disputed issue before the Court was the determination of Casey's income, to be used in the child support calculation. TT, p. 5:1 – 5:8. The trial court received evidence including Casey's 2022 tax return and W-2 (TT, p. 14:15 – 15:12; Defendant's Exhibits 3 and 4), Casey's 2023 tax return (TT, p. 16:16 – 16:24; Defendant's Exhibit 2; Appellant's App. at D), and the total draws Casey and his live-in girlfriend, Olga, who also operates the business, had taken in 2024 (TT, p. 9:15 – 10:25; Defendant's Exhibit 1; Appellant's App. at C). Linnea's counsel cross-examined Casey as to other expenses or draws taken from the business.

After the hearing, the parties submitted proposed findings of fact and conclusions of law. The trial court entered the Court's Findings of Fact and Conclusions of Law and Order on December 13, 2024. App. at A-010. The trial court held that "The Court finds Casey has not met his burden to support his Motion to Amend Child Support." Appellant's App. at A-009. As a result, the trial court held that "[t]herefore, Casey's motion to modify child support is denied." Appellant's App. at A-009-010.

This appeal followed.

II. STATEMENT OF THE FACTS

Casey and Linnea were married on March 17, 2012. There were two children that were born during the marriage. SR 055, Stipulation and Property Settlement Agreement for Child Custody, Visitation, and Child Support, p. 3. At the time the parties were divorced, the parties agreed, by Stipulation filed with the Court on May 19, 2021, that the parties would share joint legal custody of the parties' minor children, with Linnea serving as the children's primary physical custodian. SR 055, Stipulation and Property Settlement Agreement for Child Custody, Visitation, and Child Support, p. 3.

As it concerns child support, the Stipulation provided as follows:

The Defendant to pay child support to the Plaintiff in the amount of \$1,682.00 per month and his proportionate share of daycare costs in the amount of \$695.00 for a total amount due each month in the amount of \$2,377.00.

SR 055, Stipulation and Property Settlement Agreement for Child Custody, Visitation, and Child Support, p. 3. The Court's Decree of Divorce, signed on May 24, 2021 and filed on May 25, 2021, set child support consistent with the parties' Stipulation. SR 082. The Divorce Decree provided:

ORDERED, ADJUGED AND DECREED that the Defendant shall continue to pay child support to the Plaintiff, each month in the amount of \$1682.00 and his proportionate share of daycare costs in the amount of \$695.00 for a total amount due to each month in the amount of \$2,377.00.

SR 082, Decree of Divorce, p. 2.

There have been no changes or adjustments to child support since the Decree of Divorce was entered on May 25, 2021. On February 16, 2024, Casey filed a Motion to Amend Child Support with the trial court. SR 273. The trial court held an evidentiary hearing on November 6, 2024 on Casey's Motion. At the time of the hearing, Linnea provided updated income information related to her new employment. The parties stipulated to Linnea's income for purposes of calculating child support. TT, p. 3:12 – 5:8. The parties stipulated that Linnea's gross income for purposes of calculating child support was \$7,573 per month. Both parties' proposed child support calculations included this number. Plaintiff's Exhibit 3; Defendant's Exhibit 7. Further, the parties' children were no longer in daycare, despite Casey previously been ordered to pay \$695 per month. Neither party argued that daycare should be included in the trial court's calculation or provided any evidence or testimony whatsoever related to ongoing daycare costs (because there were not any). Plaintiff's Exhibit 3; Defendant's Exhibit 7.

The parties agreed that the disputed issue before the Court was the determination of Casey's income, to be used in the child support calculation. TT, p. 5:1 – 5:8.

Casey introduced as evidence his 2022 tax return and W-2 (TT, p. 14:15 – 15:12; Defendant's Exhibits 3 and 4). Casey's W-2 income from 2022 was \$16,374. Casey suffered a business loss of \$5,186. (TT, p.

14:15 – 15:12; Defendant's Exhibits 3 and 4). In 2022, Casey started Bulldawg Enterprises, LLC, a trucking company that he and Olga operate. TT, p. 15:14 – 16:5. Casey focused all his efforts on Bulldawg Enterprises in 2023. TT, p. 17:1 – 17:4. Casey's 2023 tax return was introduced as Exhibit 3. TT, p. 16:20 – 16:24; Appellant's App at E. For 2023, Bulldawg Enterprises experienced a loss of \$3,587. Appellant's App. at E-005; TT, p. 17:5 – 17:8. However, Casey recognized that the Court's inquiry does not stop at his taxable gain or loss. Casey provided testimony regarding each of the expenses or deductions included in his 2023 tax return. TT, p. 18:4 – 24:15. Other than depreciation, Casey testified that each and every expense or deduction in his 2023 tax return was an actual cost paid by Bulldawg Enterprises. Bulldawg Enterprises' total depreciation for 2023 was \$22,302. Appellant's App. at E-011; TT, p. 23:17 – 24:14. Casey testified that Bulldawg Enterprises' depreciation went directly to its trucks, and the eventual replacement of those trucks. TT, p. 23:17 – 24:14. However, while Casey's proposed child support calculation was based off his 2024 year-to-date draws, Casey testified that if there was any question or confusion as to his income, that Casey did not object to all of Bulldawg Enterprises' depreciation being added back into his income, and using 2023 numbers for purposes of calculating his child support. TT, p. 48:9 – 48:23.

Casey's proposed child support calculation utilized the "draws" he and Olga had taken from Bulldawg Enterprises for the first seven months of 2024. Defendant's Exhibit 1 identified all of the draws taken by Casey and Olga during 2024. TT, p. 9:18 – 10:25. Casey and Olga use draws to pay their joint personal expenses. TT, p. 11:1 – 11:24. In addition to their joint expenses, Casey also has child support and alimony obligation to Linnea for which he takes a draw. TT, p. 11:25 – 12:3. Olga is not responsible for any of those expenses and as a result Casey did not exclude any portion of the draws for child support and alimony payments from his 2024 wages. TT, p. 12:4 – 12:22. Utilizing Casey's portion of the personal expense draws, and all of the child support and alimony draws, Casey calculated his draws for the first seven months of 2024 (before deducting any allowable deductions or expenses) to be \$47,804.85, or . \$6,829 per month. TT, p. 12:13 – 13:6.

Casey provided to the trial court his 2022 income, 2023 income, and year-to-date draws (as of when the matter was first scheduled to be heard) for 2024. Despite the fact that Casey provided all income information available to him for 2022, 2023, and 2024, that the parties agreed and stipulated to a change in Linnea's income, and the fact that neither party presented any evidence of, or argued, that there were any ongoing daycare expenses, the trial court entered the Court's Findings of Fact and Conclusions of Law and Order on December 13, 2024 holding

that “[t]he Court finds Casey has not met his burden to support his Motion to Amend Child Support.” Appellant’s App. at A-009. As a result, the trial court held that “[t]herefore, Casey’s motion to modify child support is denied.” Appellant’s App. at A-009-010.

Because there was no showing of a change in circumstances required, because there were no longer any daycare expenses, and because both parties had changed jobs and incomes since child support was set on May 25, 2021, the trial court erred in refusing to calculate child support.

ARGUMENT

I. THE TRIAL COURT ERRED WHEN IT REFUSED TO CALCULATE CHILD SUPPORT

A. STANDARD OF REVIEW

This Court reviews “the trial court’s award or denial of child support under the abuse of discretion standard.” *Miller v. Jacobsen*, 2006 S.D. 33, ¶ 18, 714 N.W.2d 69, 76 (citing *Midzak v. Midzak*, 2005 S.D. 58, 697 N.W.2d 733, 738 (citing *Billion v. Billion*, 1996 S.D. 101, 553 N.W.2d 226, 230 (citing *Vander Pol v. Vander Pol*, 484 N.W.2d 522 (SD 1992))))). However, “[t]he exercise of discretion by the trial court must have a sound basis in the evidence presented.” *Id.* (citing *Linard v. Hershey*, 489 N.W.2d 599, 603-04 (SD 1992) (citing *Masek v. Masek*, 89 SD 62, 228 N.W.2d 334 (1975))). “An abuse of discretion occurs when ‘discretion [is] exercised to an end or purpose not justified by, and clearly against,

reason and evidence.” *Id.* (citing *Watson-Wojewski v. Wojewski*, 2000 S.D. 132, 617 N.W.2d 666, 670 (quoting *Billion*, 1996 S.D. 101, 553 N.W.2d at 230 (quoting *Kanta v. Kanta*, 479 N.W.2d 505, 507 (SD 1991))).

B. THE TRIAL COURT ERRED WHEN IT DENIED CASEY RAY BULYCA'S MOTION AND REFUSED TO CALCULATE CHILD SUPPORT

No party disputes that “[t]he parents of a child are jointly and severally obligated for the necessary maintenance, education, and support of the child in accordance with their respective means.” SDCL § 25-7-6.1. Casey has been paying child support to Linnea in the amount of \$2,377 per month since the Decree of Divorce was entered on May 25, 2021. SR 082, Decree of Divorce, p. 2. By statute, “[t]he court setting the support shall have the authority to require periodic adjustments in the support.” SDCL § 25-7-6.11. “All orders for support entered and in effect prior to July 1, 2022, may be modified in accordance with this chapter without requiring a showing of a change in circumstances from the entry of the order.” SDCL § 25-7-6.13. Because the child support order in this case was entered on May 25, 2021, which is prior to July 1, 2022, the child support obligation may be modified without requiring any showing of a change in circumstances.¹

¹ Even if a change in circumstances were required, one exists and was shown. Casey focused his work efforts entirely on Bulldawg Enterprises starting in 2023. Interestingly enough, Casey acknowledged an increase in his income. Linnea started a new job with Patterson Dental and had a substantial increase in her income. Also, the daycare expenses included in the prior child support order were no longer being incurred

In this case, no showing of a substantial change in circumstances was required, Linnea had a new job making more money, Casey had a new job making ore money, and the parties' daycare expenses were no longer being paid. Despite all of these undisputed facts, the trial court refused to even complete a child support calculation, leaving Casey's child support obligation at an amount set while both parties were working different jobs and he was paying \$695 per month for daycare (which he is now still paying despite the fact that no daycare expenses exist).

South Dakota law is clear on how to calculate child support. First, each parties' new monthly income must be determined. Under SDCL § 25-7-6.3:

The monthly net income of each parent shall be determined by the parent's gross income less allowable deductions, as set forth in this chapter. The monthly gross income of each parent includes amounts received from the following sources:

- (1) Compensation paid to an employee for personal services, whether salary, wages, commissions, bonus, or otherwise designated;
- (2) Self-employment income including gain, profit, or loss from a business, farm, or profession;
- (3) Periodic payments from pensions or retirement programs, including social security or veteran's benefits, disability payments, or insurance contracts;
- (4) Interest, dividends, rentals, royalties, or other gain derived from investment of capital assets;
- (5) Gain or loss from the sale, trade, or conversion of capital assets;

by either party. Any one of these factors, alone, would qualify as a substantial change in circumstances allowing for a child support modification.

- (6) Reemployment assistance or unemployment insurance benefits;
- (7) Worker's compensation benefits; and
- (8) Benefits in lieu of compensation including military pay allowances.

Overtime wages, commissions, and bonuses may be excluded if the compensation is not a regular and recurring source of income for the parent. Income derived from seasonal employment shall be annualized to determine a monthly average income.

(emphasis added). The parties stipulated to Linnea's current net monthly income.² Casey is self-employed. Under SDCL § 25-7-6.3, Casey's net income is determined from looking at Casey's gross self-employment income, which the statute specifically recognizes could be gain, profit, or loss, less allowable deductions. South Dakota law further specifically addresses gross income from a business, as follows:

Gross income from a business, profession, farming, rentals, royalties, estates, trusts, or other sources, are the net profits or gain, or net losses shown on any or all schedules filed as part of the parents' federal income tax returns or as part of any federal income tax returns for any business with which he is associated, except that the court may allow or disallow deductions for federal income taxation purposes which do not require the expenditure of cash, including, but not limited to, depreciation or depletion allowances, and may further consider the extent to which household expenses, automobile expenses, and related items are deductible or partially deductible for income tax purposes. In the event a court disallows depreciation, it may consider necessary capital expenditures which enhance the parent's current income for child support purposes.

SDCL § 25-7-6.6 (emphasis added). Consistent with SDCL § 25-7-6.6, Casey provided the Court with his most recent federal income tax

² It must be noted again here that despite the fact that the parties stipulated to Linnea's net monthly income, the Court, in essence, rejected the parties' stipulation, and Linnea's testimony, by refusing to complete a child support calculation.

return.³ Casey's federal income tax return clearly identified his "net losses shown on any or all schedules" which SDCL § 25-7-6.6 mandates as the starting point for determining Casey's income. Casey further provided the calculations and testified to his income if the Court were to disallow his depreciation deduction. Finally, Casey testified that each of the other expenses or deductions contained within his tax return required the actual expenditure of cash. TT, p. 18:4 – 24:15.

There is little caselaw on point wherein both parties have changed jobs, changed incomes, the parties are no longer incurring daycare expenses previously included in the child support calculation, no change of circumstances is required, and the trial court simply denies a Motion to Modify Child Support without completing some sort of child support calculation. Interestingly enough, even Linnea's proposed child support calculation included a reduction in child support by over \$700 per month. *See Plaintiff's Exhibit 3*. In *Ostwald v. Ostwald*, the trial court denied a request to modify child support "specifically finding: 1) appellant had assigned her support rights to the State of South Dakota; 2) there had been no change of circumstances, and 3) that the existing support level was derived pursuant to a compromise after extended litigation." 331 N.W.2d 64, 65 (S.D. 1983). In that case, even where a change in circumstances was required, this Court reversed, holding:

³ Casey also provided his income tax return from the year prior to establish that 2023 was not simply an off year.

Five years have elapsed since the entry of appellant's \$50.00 per month per child support order. We hold that the trial court clearly abused its discretion in failing to inquire into appellee's current earnings and modify the child support order. This was a case in equity and the full financial circumstances of the appellee should have been produced, as requested by appellant. The judgment is accordingly reversed and remanded for an evidentiary hearing and ruling in compliance with our resolution of this issue.

Id. at 67 (emphasis added). In this case, there is no substantial change in circumstances required, and both parties have obtained different employment with different income.

In *Fossum v. Fossum*, this Court reversed a prospective child support increase based on a parent's anticipated increase in earnings, holding that "[c]hild support should be based upon the needs of the child or children and awarded on the basis of the supporting parent's reasonably determinable income. Accordingly, we conclude that the trial court should on remand determine the amount of support based upon the husband's present ability to pay and the children's present needs." 374 N.W.2d 100, 101-02 (S.D. 1985) (emphasis added). The same principle, under the opposite rationale is true in this case. The trial court refused to modify Casey's child support obligation to take into account is present ability to pay and the children's present needs, instead requiring the parties to adhere to the 2021 Decree of Divorce, which does not reflect either party's current income or needs.

Under South Dakota law, “[t]he statutory scheme in SDCL Chapter 25-7 governs child support calculations’ and sets forth a procedure wherein the initial step is to determine the current net income of the parties and scheduled support amount.’ Only after this step is completed may a deviation, under SDCL 25-7-6.2, enter into the child support obligation computation. This ‘procedure for child support calculation is mandatory.’” *Muenster v. Muenster*, 2009 S.D. 23, ¶ 27, 764 N.W.2d 712, 720 (citations omitted). “A proper application of the statutes [] requires the trial court to calculate [a parent’s] monthly child support based on his actual earnings. The parties’ net monthly income is then combined to determine the appropriate support obligation.” *Id.* at ¶ 30. In this case, the trial court did not follow the required statutory scheme in SDCL Chapter 25-7. The trial court did not calculate or attempt to provide a child support calculation based on either party’s actual earnings. Instead, the Court simply denied the Motion to Modify Child Support, leaving the parties child support obligation as it was set on May 25, 2021, when both parties had different employment, different wages, and daycare expenses were being incurred. The current child support obligation (after the trial court denied the Motion) does not reflect Linnea’s actual wages, Casey’s actual wages, or the present needs of the children (which do not include daycare). The trial court erred in refusing to complete a current child support calculation.

CONCLUSION

For the foregoing arguments and authority set forth herein, the Appellant, Casey Ray Bulyca, respectfully requests that this Court reverse the Court's Findings of Fact and Conclusions of Law and Order entered by the trial court on December 13, 2024 (Appellant's App. at A-001-010) and remand to the trial court for a calculation of child support consistent with South Dakota law.

Dated this 17th day of March, 2025.

NOONEY & SOLAY, LLP

/s/ Robert J. Galbraith

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CERTIFICATE OF COMPLIANCE

Pursuant to SDCL § 15-26A-66(b)(4), I certify that this Appellant's Brief complies with the type volume limitation provided for in the South Dakota Codified Laws. This brief contains 3,590 words and 18,587 characters ***with no spaces***. I have relied on the word and character count of our word processing system used to prepare this Brief.

Dated this 17th day of March, 2025.

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IN THE SUPREME COURT
OF THE STATE OF SOUTH DAKOTA

<p>LINNEA CAROL BULYCA,</p> <p>Plaintiff/Appellee,</p> <p>vs.</p> <p>CASEY RAY BULYCA,</p> <p>Defendant, Appellant</p>	<p>Appeal No. 30975</p> <p>CERTIFICATE OF SERVICE</p>
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I, Robert J. Galbraith, attorney for the Appellant, Casey Ray Bulyca, hereby certify that a true and correct copy of the foregoing *Appellant's Brief* was served by Odyssey File & Serve on the 17th day of March, 2025 to:

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APPENDIX

TABLE OF CONTENTS

COURT'S FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER	A-001-010
DEFENDANT'S PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW	B-001-068
RELEVANT PORTIONS OF THE NOVEMBER 6, 2024 TRIAL TRANSCRIPT	C- 001-030
TRAIL EXHIBIT 1 - CASEY AND OLGA DRAWS 2024 DRAWS.....	D-001
TRAIL EXHIBIT 2 - 2023 TAX RETURN	E-001-024
TRAIL EXHIBIT 7- DEFENDANT'S PROPOSED CHILD SUPPORT CALCULATION	F-001

STATE OF SOUTH DAKOTA	)	IN CIRCUIT COURT
	:SS	
COUNTY OF PENNINGTON	)	SEVENTH JUDICIAL CIRCUIT
LINNEA CAROL BULYCA,	)	51 DIV. 20-000166
)	
Plaintiff,	)	COURT'S FINDINGS OF FACT
	)	AND CONCLUSIONS OF
v.	)	LAW AND ORDER
)	
CASEY RAY BULYCA,)	
)	
Defendant.)	

THIS MATTER having come before the Court on November 6, 2024, on the Defendant's Motion to Amend Child Support, the Plaintiff Linnea Carol Bulyca, appearing in person and through her counsel, Nicholas J. Peterson; the Defendant Casey Ray Bulyca, appearing telephonically and through his counsel, Robert Galbraith; the Court having had the opportunity to consider the evidence submitted by the parties, the testimony presented, the exhibits received by the Court, and the contents of the file herein, and good cause appearing does hereby find:

FINDINGS OF FACT

1. That any Finding of Fact deemed to be a Conclusion of Law or any Conclusion of Law deemed to be a Finding of Fact should be appropriately incorporated in Findings of Fact and Conclusions of Law as the case may be.
2. The parties to this case are Plaintiff, Linnea Carol Bulyca (hereinafter "Linnea") and Defendant, Casey Ray Bulyca (hereinafter "Casey").
3. The Plaintiff is a resident of Pennington County, South Dakota, and the Defendant is a resident of the state of Alabama.
4. This Court has personal and subject matter jurisdiction in this matter.

5. On May 25, 2021, Linnea and Casey were divorced by this Court, through the filing of a Decree of Divorce.
6. The Decree of Divorce incorporated the Parties' Stipulation and Property Settlement Agreement for Child Custody, Visitation, and Child Support, which was signed by the parties on May 19, 2021, and filed with the Court.
7. There were two children born during the marriage. Caiden Ray Bulyca, born November 19, 2013 and Cooper Ray Bulyca, born September 3, 2018.
8. The Decree of Divorce and Stipulation dated May 24, 2021, set Casey's child support to Linnea at \$2,377 per month (\$1,682 for child support and \$695 for daycare expense).
9. Casey's income at the time of filing of divorce was calculated at \$13,441 per month and Linnea's income at the time of filing of divorce was calculated at \$2,895 per month.
10. On February 16, 2024, Casey filed a Motion to Amend Child Support.
11. The Motion to Amend Child Support identified that the Defendant's proposed child support calculation, utilizing the income information provided by the parties during 2023 in Defendant's Exhibit 1.
12. Since the agreement was signed, Casey has changed employment by starting his own business, Bulldawg Enterprises, LLC and Bulldawg Logistics, LLC. Both are South Dakota limited liability companies.
13. Casey was aware of his court ordered financial obligations prior to deciding to change employment.
14. Casey testified that he and his live-in girlfriend, Olga, are joint owners of Bulldawg Enterprises, LLC.

15. Casey provided no documentation to support that Olga owns half of Bulldawg Enterprises, LLC.
16. There was no indication from the financial statements of Bulldawg Enterprises, LLC that Olga had a one-half ownership interest.
17. There is no indication from the financial statements of Bulldawg Enterprises, LLC that Olga had received a draw or other payout from the business.
18. Casey submitted a child support worksheet and claims his income to be \$5,300 each month.
19. The bank statements do not indicate that Olga received any draws.
20. Olga is not listed as an owner on Bulldawg Enterprises, LLC bank accounts.
21. Bulldawg Enterprises, LLC bank statements were submitted with the Court and were marked as exhibits.
22. Casey provided a budget totaling \$11,392.30 in expenses each month.
23. Casey testified that all his expenses are paid each month.
24. Casey provided a Profit and Loss Statement for Bulldawg Enterprises, LLC, showing a gross profit of \$920,874.59 and a net operating profit of \$123,065.79 from January 2024 to July 2024.
25. Casey provided an accounting of Owner's Draws from Bulldawg Enterprises, LLC, showing total withdrawals through July of 2024 amounting to \$24,059 and \$47,491 for a total of \$71,550.
26. Casey testified that his live-in girlfriend, Olga, is his business partner and that she receives 50% of the draws listed.

27. Casey provided no LLC paperwork for Bulldawg Enterprises, LLC or any documentation to establish that Olga owns half of Bulldawg Enterprises, LLC.
28. Olga is not listed on any of the LLC bank statements.
29. Casey provided no proof of who received the draws from Bulldawg Enterprises, LLC.
30. Total owner draws from the business total \$71,550 for the first 7 months of 2024 for a total monthly draw of \$10,221 each month.
31. Casey testified that the owner draws are attributed to his personal credit cards, personal consolidation loan, child support, and alimony.
32. Casey provided personal and business bank accounts.
33. Casey's business bank accounts show that the business pays for all of Casey's monthly expenses.
34. Casey testified that Bulldawg Enterprises, LLC pays his rent in the amount of \$2,000 each month.
35. Casey testified that Bulldawg Enterprises, LLC pays Casey's truck payment in the amount of \$600.00 each month.
36. Casey testified that Bulldawg Enterprises, LLC pays Casey's personal car insurance in the amount of \$386.14 each month.
37. Casey testified that Bulldawg Enterprises, LLC pays Casey's personal internet costs in the amount of \$85.00 each month.
38. Casey testified that Bulldawg Enterprises, LLC pays Casey's personal water bill in the amount of \$85.00.

39. Casey testified that Bulldawg Enterprises, LLC pays Casey's power bill in the amount of \$292.62 each month.
40. Casey testified that Bulldawg Enterprises, LLC pays for the boys' medical insurance in the amount of \$591.94 each month.
41. Casey testified that Bulldawg Enterprises, LLC pays Casey's personal vitamins in the amount of \$200.00.
42. Casey testified that life insurance is paid by Bulldawg Enterprises, LLC in the amount of \$103.00.
43. After adding the draws attributed to Casey along with the personal expenses, he testified to Bulldawg Enterprises, LLC paying each month, Casey's income exceeds his budgeted amount of \$11,392.00 per month.
44. Casey failed to provide documentary evidence to support that the payment of his personal expenses are paid from draws from the business.
45. The bank statements provided indicate that Casey pays for nearly all of his personal monthly expenses through Bulldawg Enterprises, LLC as business expenses.
46. Casey testified to utilizing Bulldawg Enterprises, LLC to pay his personal expenses.
47. Casey testified that Bulldawg Enterprises, LLC pays the expenses listed in his budget.
48. There is no gas expense listed for Casey's personal vehicle in his personal budget, but financial documents indicate Bulldawg Enterprises, LLC pays the expense.
49. At a minimum, Casey draws from the business each month to pay for the expenses listed in his personal budget of \$11,392.30.

50. Casey testified that he takes cash from the business in ATM withdrawals.
51. Casey testified that all of his bills presented in his budget are paid by Bulldawg Enterprises, LLC.
52. Casey provided his 2023 tax return which included a P&L for Bulldawg Enterprises, LLC.
53. Casey's tax return shows a loss for Bulldawg Enterprises, LLC.
54. Casey testified that Bulldawg Enterprises, LLC pays all his expenses including rent, and claims no income from the business.
55. Casey's tax return shows \$0 for wages.
56. Casey did not provide any documentation to support his personal budget.
57. Casey failed to provide any credit card statements to support how his expenses were paid.
58. Casey testified there were duplicative expenses presented but offered no proof to support his statement.
59. Linnea testified to obtaining new employment with her gross monthly income amounting to \$5,833 per month.
60. Linnea also testified that she is a licensed real estate agent and her income this year amounted to \$1,740 per month.
61. Linnea testified that she has no active deals pending and plans on focusing on her new full-time position.
62. Linnea expects to be able to keep her license but does not anticipate selling homes at the same rate she was doing in 2024.

63. Linnea's testimony regarding her income was credible.
64. Linnea supported her testimony with documentation.
65. Casey's testimony regarding his expenses, how they were paid, and by whom was not supported and therefore, not credible.

CONCLUSIONS OF LAW

1. This Court has jurisdiction of the Parties and the subject matter to this litigation.
2. Under SDCL § 25-5-18.1, "[t]he parents of any child are under a legal duty to support their child in accordance with the provisions of § 25-7-6.1, until the child attains the age of eighteen, or until the child attains the age of nineteen if the child is a full-time student in a secondary school." Both parents "are responsible for payment of child support in accordance with § 25-7-6.1." SDCL § 25-4A-16
3. Pursuant to SDCL § 25-7-6.13, this Court may modify child support without requiring a showing of a change in circumstances because the Court's prior child support Order was entered prior to July 1, 2022.
4. In this case, the parties stipulated to Linnea's income, so the Court was tasked only with determining Casey's income.
5. Under SDCL § 25-7-6.3

The monthly net income of each parent shall be determined by the parent's gross income less allowable deductions, as set forth in this chapter. The monthly gross income of each parent includes amounts received from the following sources:

- (1) Compensation paid to an employee for personal services, whether salary, wages, commissions, bonus, or otherwise designated;
- (2) Self-employment income including gain, profit, or loss from a business, farm, or profession;
- (3) Periodic payments from pensions or retirement programs, including social security or veteran's benefits, disability payments, or insurance contracts;
- (4) Interest, dividends, rentals, royalties, or other gain derived from investment of capital assets;

- (5) Gain or loss from the sale, trade, or conversion of capital assets;
- (6) Reemployment assistance or unemployment insurance benefits;
- (7) Worker's compensation benefits; and
- (8) Benefits in lieu of compensation including military pay allowances.

Overtime wages, commissions, and bonuses may be excluded if the compensation is not a regular and recurring source of income for the parent. Income derived from seasonal employment shall be annualized to determine a monthly average income.

6. The South Dakota Legislature has provided the standard for the Court to use when a parent's income is derived from a business. That statute provides as follows:

Gross income from a business, profession, farming, rentals, royalties, estates, trusts, or other sources, are the net profits or gain, or net losses shown on any or all schedules filed as part of the parents' federal income tax returns or as part of any federal income tax returns for any business with which he is associated, except that the court may allow or disallow deductions for federal income taxation purposes which do not require the expenditure of cash, including, but not limited to, depreciation or depletion allowances, and may further consider the extent to which household expenses, automobile expenses, and related items are deductible or partially deductible for income tax purposes. In the event a court disallows depreciation, it may consider necessary capital expenditures which enhance the parent's current income for child support purposes.

SDCL § 25-7-6.6 (emphasis added).

7. South Dakota utilizes an "income shares method" to calculate child support under which: a child support figure is established by adding together the gross income of both parents and [by] using [a statutory] chart to determine what the proper amount of support is for that income level. The child support is then allocated between ... both

parents in proportion to their relative [net monthly] incomes, with the payment being made by the non-custodial parent to the custodial parent. *Condon v. Condon*, 10 N.W.3d 213 (S.D. 2024) (quoting *Peterson v. Peterson*, 2000 S.D. 58, ¶ 15, 610 N.W.2d 69, 71).

8. That since the entry of the order in May of 2021, Casey has, by his own choice, changed jobs and created his own businesses.
9. Bulldawg Enterprises, LLC has owner draws for 2024 in the amount of \$71,550 for the first seven (7) months of 2024 for a total monthly income of \$10,221.
10. Bulldawg Enterprises, LLC pays Casey's rent in the amount of \$2,000.00 each month.
11. Bulldawg Enterprises, LLC pays all of Casey's personal expenses to include insurance, gas, utility bills, truck payments, food, and entertainment.
12. After considering Bulldawg Enterprises, LLC pays for virtually all of Casey's personal expenses, the Court concludes those expenses shall not be deducted for purposes of calculating child support and shall be considered when determining Casey's gross monthly income.
13. After considering Casey's personal monthly expenses paid through Bulldawg Enterprises LLC, Casey's gross monthly income, at a minimum, is \$11,392.
14. At a minimum, Casey's budget of \$11,392 has been met each month, which does not include ATM expenses, gas, gifts, miscellaneous expenses, and travel. The Court concludes, at a minimum, he has failed to show that his income has decreased since the order for child support was entered in May of 2021.
15. The Court finds Casey has not met his burden to support his Motion to Amend Child Support.
16. Therefore, Casey's motion to modify child support is denied.

ORDER

Considering the foregoing, it is hereby

ORDERED that Defendants' Motion to Amend Child Support is **DENIED**.

Dated this 13th day of December 2024.

BY THE COURT



The Honorable Scott A. Roetzel
Circuit Court Judge
Seventh Judicial Circuit

Attest:



Amber Watkins, Clerk of Courts



State of South Dakota's Seventh Judicial
County of Pennington Circuit Court
I hereby certify that the foregoing instrument
is a true and correct copy of the original as
the same appears on record in my office this

DEC 13 2024

Amber Watkins
Clerk of Courts, Pennington County

By MF Deputy 10

FILED
Pennington County, SD
IN CIRCUIT COURT

DEC 13 2024

Amber Watkins, Clerk of Courts
By MF Deputy

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF PENNINGTON)

IN CIRCUIT COURT
SEVENTH JUDICIAL CIRCUIT

LINNEA CAROL BULYCA,

Plaintiff,

v.

CASEY RAY BUYLCA,

Defendant.

File No. 51DIV20-000166

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

THIS MATTER came before the Court on the 6th day of November, 2024, on the Defendant's Motion to Amend Child Support, which was filed on February 16, 2024; this matter was originally scheduled for hearing on March 21, 2024, the matter was not taken up at that hearing on Plaintiff's request; this matter was rescheduled for hearing on July 31, 2024, the matter was not taken up at that hearing on Plaintiff's request; this matter was rescheduled for hearing on September 18, 2024, the matter was not taken up at that hearing on Plaintiff's request; this matter was rescheduled for hearing on November 6, 2024, on November 6, 2024, the Plaintiff, Linnea Carol Bulyca was personally present and represented by counsel, Nicholas Peterson; the Defendant, Casey Ray Bulyca, was personally present via zoom and represented by counsel, Robert Galbraith; the Court having considered the papers and pleadings on file herein, the testimony presented at the time of trial as well as all of the exhibits presented at the time of trial, and being duly advised in the premises; now, therefore, hereby enters the following:

FINDINGS OF FACT

1. On May 25, 2021, the Plaintiff, Linnea Carol Bulyca (hereinafter "Linnea") and the Defendant, Casey Ray Bulyca (hereinafter "Casey") were divorced by this Court, through the filing of a Decree of Divorce.

2. The Decree of Divorce incorporated the Parties' Stipulation and Property Settlement Agreement for Child Custody, Visitation, and Child Support, which was signed by the parties on May 19, 2021 and filed with the Court.

3. The Decree of Divorce and Stipulation set Casey's child support to Linnea at \$2,377 per month.

4. On February 16, 2024, Casey filed a Motion to Amend Child Support. *See Exhibit 1.*

5. The Motion to Amend Child Support specifically identified that "[t]he Defendant's proposed child support calculation, utilizing the income information provided by the parties during 2023, is attached hereto as Exhibit 1."

6. The Parties conducted an evidentiary hearing related to alimony, including evidence of the parties' respective incomes on September 12, 2023.

7. Casey filed a Notice of Hearing, scheduling a hearing on the Defendant's Motion to Amend Child Support for Thursday, March 21, 2024 at 4:00 p.m. *See Exhibit 2.*

8. Linnea did not respond to or object to the Motion to Amend Child Support prior to the hearing on March 21, 2024.

9. During the hearing on March 21, 2024, Linnea's counsel appeared and requested that an evidentiary hearing be set or that the matter be referred to a child support referee.

10. An evidentiary hearing was scheduled for July 31, 2024. *See Exhibit 3.*

11. On July 29, 2024, two days before the scheduled hearing, despite having not previously requested any documentation, or having not previously filed an objection or any motion with the Court, Linnea objected to the hearing on July 31, requesting that the Court "either continue the matter to another date to allow the parties to exchange the necessary documents and potentially reach a resolution, or have the parties work with a child support referee to determine whether a modification of child support is appropriate." *See Exhibit 4.*

12. The Court granted a continuance at Plaintiff's request. *See Exhibit 5.*

13. The hearing was rescheduled for September 18, 2024.

14. On September 16, 2024, the Court indicated to the parties via email that it would allow a Zoom appearance for Casey, who lives in Alabama and was currently working in Ohio, and further ordered that the parties immediately exchange any exhibits, which had not previously been exchanged. *See Exhibit 6.*

15. On September 17, 2024, the Court inquired as to whether or not a continuance was appropriate given the recent exchange of documents, and the

conflict between the parties and request for a personal appearance. *See Exhibit 7.*

16. The Defendant indicated that he would like to proceed with the hearing and was not requesting a continuance. *See Exhibit 8.*

17. The Plaintiff requested a continuance of the hearing date. *See Exhibit 9.*

18. This matter was rescheduled to November 6, 2024.

19. On November 6, 2024, Linnea appeared in person and with her counsel. Casey appeared in person via zoom and with his counsel.

20. The parties stipulated to Linnea's income and her side of the child support calculation worksheets, as set forth in Plaintiff's Exhibit 3 and Defendant's Exhibit 7.

21. The parties stipulated that Linnea's monthly gross income is \$7,573 per month. Linnea's FIT (Federal Income Tax Withheld) is \$985. Linnea's Social Security and Medicare withholds are \$470 and \$110, respectively.

22. The parties stipulated that the disputed issue before the Court was Casey's income and Casey's side of the child support calculation worksheets, as set forth in *Plaintiff's Exhibit 3* and *Defendant's Exhibit 7*.

23. At the outset, it must be noted that even Linnea agrees that Casey's child support obligation should be reduced. Linnea's child support calculation results in child support from Casey to Linnea in the amount of \$1,671 per month. *See Plaintiff's Exhibit 3.*

24. Casey is self-employed. Casey owns two businesses called Bulldawg Enterprises, LLC and Bulldawg Logistics, LLC. Both are South Dakota limited liability companies.

25. Casey provided his income information dating back to his prior employment in 2022.

26. In 2022, Casey worked for AP Logistics. According to his W-2, Casey's total "wages, tips, other income" from AP Logistics in 2022 was \$16,374.00. *See Defendant's Exhibit 4.*

27. Casey also introduced his 2022 tax return. Casey's total income, from any source, in 2022 was \$16,374. *See Defendant's Exhibit 3, C. BULYCA 0024.*

28. In 2023, Casey created and started working for Bulldawg Enterprises, LLC.

29. Casey provided his 2023 tax return. During 2023, Bulldawg Enterprises operated at a taxable loss of (\$3,587). *See Defendant's Exhibit 2, C. BULYCA 0064.*

30. Casey does not prepare and file his own tax return. Casey's tax returns are prepared by Casey Peterson, LTD., a reputable tax and accounting firm in Rapid City. *See Defendant's Exhibit 2, C. BULYCA 0065.*

31. Under South Dakota law, a parent's gross income from a business is identified as the net profits or losses as shown on a federal income tax return, except that the Court may allow or disallow deductions which do not require the expenditure of cash. SDCL § 25-7-6.6.

32. Casey testified, and the Court believes, that the most accurate representation of Casey's income, is found within his 2023 U.S. Individual Income Tax Return.

33. However, because Casey is self-employed, the Court must take a closer look at Casey's tax return to assess his income.

34. Casey's "Additional Income" found on his Form 1040 (a loss of \$3,587) is a carryover from his Schedule 1/Schedule C for Bulldawg Enterprises, LLC. *See Defendant's Exhibit 2, C. BULYCA 0064, 0066, and 0068-0069.*

35. Bulldawg Enterprises, LLC's "net profits or gain, or net losses shown on any or all schedules filed as part of [Casey's] federal income tax return[]" consists of a loss in the amount of \$3,587. *See Defendant's Exhibit 2, C. BULYCA 0064, 0066, and 0068-0069.*

36. However, the Court's inquiry does not stop here. Under SDCL § 25-7-6.6, "the court may allow or disallow deductions for federal income taxation purposes which do not require the expenditure of cash[.]" Casey went through each of his deductions for federal income taxation purposes during the hearing.

37. Bulldawg Enterprises, LLC's gross receipts or sales totaled \$602,724. *See Defendant's Exhibit 2, C. BULYCA 0068.*

38. The first "deduction" from gross income is "Cost of goods sold" in the total amount of \$347,294. According to the return itself, "Cost of goods sold" comes from "line 42" of the Schedule C. *See Defendant's Exhibit 2, C. BULYCA 0068.*

39. Line 42 includes "Cost of labor. Do not include any amounts paid to yourself" and "Other costs [which are identified on Statement 1]." See *Defendant's Exhibit 2, C. BULYCA 0069*.

40. The "Cost of labor" totaled \$144,514 and includes amounts paid for labor. See *Defendant's Exhibit 2, C. BULYCA 0069*.

41. "Cost of labor" requires the expenditure of cash and cannot be disallowed by the Court under SDCL § 25-7-6.6.

42. The "Other costs" in the amount of \$202,780 are found on Statement 1. See *Defendant's Exhibit 2, C. BULYCA 0083*.

43. The "Other costs" are "Commercial Truck Expense[s]" in the amount of \$202,780. See *Defendant's Exhibit 2, C. BULYCA 0083*. Casey testified that this would include any lease haulers, repair work, or other out-of-pocket expenses associated with the trucks owned by Bulldawg Enterprises, LLC.

44. The "Other costs" or "Commercial Truck Expense[s]" require the expenditure of cash and cannot be disallowed by the Court under SDCL § 25-7-6.6.

45. The next "deduction" on the Schedule C for Bulldawg Enterprises, LLC is "Advertising" in the amount of \$4,705. See *Defendant's Exhibit 2, C. BULYCA 0068*. Casey testified that this would include his out-of-pocket costs for advertising.

46. The "Advertising" costs require the expenditure of cash and cannot be disallowed by the Court under SDCL § 25-7-6.6.

47. The next "deduction" on the Schedule C for Bulldawg Enterprises, LLC is "Car and truck expenses (see instructions)" in the amount of \$19,686. *See Defendant's Exhibit 2, C. BULYCA 0068.*

48. Upon being provided the "instructions" referenced in that line item, Casey identified that the "Car and truck expense" was the "actual expenses of operating your car or truck or the standard mileage rate allowable by the IRS."

49. The "Car and truck expenses" require the expenditure of cash and cannot be disallowed by the Court under SDCL § 25-7-6.6.

50. The next "deduction" on the Schedule C for Bulldawg Enterprises, LLC is "Depreciation and section 179 expense deduction (not included in Part III) (see instruction)" in the amount of \$22,302. *See Defendant's Exhibit 2, C. BULYCA 0068.*

51. The depreciation schedule for Bulldawg Enterprises, LLC is found at *Defendant's Exhibit 2, C. BULYCA 0070.*

52. Casey acknowledged that depreciation deduction does not require the expenditure of cash on an annual basis, but that the assets being depreciated are the trucks owned by Bulldawg Enterprises, LLC, which need to be replaced through a capital expenditure when they are no longer operable.

53. The next "deduction" on the Schedule C for Bulldawg Enterprises, LLC is "Employee benefit programs (other than on line 19)" in the amount of \$50,251. *See Defendant's Exhibit 2, C. BULYCA 0068.* These include benefits offered to employees of Bulldawg Enterprises, LLC and paid for by Bulldawg Enterprises, LLC.

54. The "Employee benefit programs" require the expenditure of cash and cannot be disallowed by the Court under SDCL § 25-7-6.6.

55. The next "deduction" on the Schedule C for Bulldawg Enterprises, LLC is "Office expenses" in the amount of \$11,410. *See Defendant's Exhibit 2, C. BULYCA 0068.* These are office expenses paid for by Bulldawg Enterprises, LLC.

56. The "Office expenses" require the expenditure of cash and cannot be disallowed by the Court under SDCL § 25-7-6.6.

57. The next "deduction" on the Schedule C for Bulldawg Enterprises, LLC is "Rent or lease" of "Vehicles, machinery, and equipment" in the amount of \$20,916. *See Defendant's Exhibit 2, C. BULYCA 0068.* This includes amounts paid by Bulldawg Enterprises, LLC to rent vehicles, machinery, and equipment.

58. The "Rent or lease" expense requires the expenditure of cash and cannot be disallowed by the Court under SDCL § 25-7-6.6.

59. The next "deduction" on the Schedule C for Bulldawg Enterprises, LLC is "Supplies (not included in Part III)" in the amount of \$5,977. *See Defendant's Exhibit 2, C. BULYCA 0068.* The expense includes supplies paid for by Bulldawg Enterprises, LLC.

60. The "Supplies" expense requires the expenditure of cash and cannot be disallowed by the Court under SDCL § 25-7-6.6.

61. The next "deduction" on the Schedule C for Bulldawg Enterprises, LLC is "Travel" in the amount of \$37,161. *See Defendant's Exhibit 2, C. BULYCA 0068.* Travel expenses include expenses for lodging and transportation

connected with overnight business away from a person or business's "home." Casey identified that Bulldawg Enterprises, LLC is frequently required to pay for hotel rooms, flights, or other travel expenses.

62. The "Travel" expense requires the expenditure of cash and cannot be disallowed by the Court under SDCL § 25-7-6.6.

63. The next "deduction" on the Schedule C for Bulldawg Enterprises, LLC is "Deductible meals (see instructions)" in the amount of \$13,172. See *Defendant's Exhibit 2, C. BULYCA 0068*. Deductible meals expenses include expenses for food or meals connected with overnight business away from a person or business's "home."

64. The "Deductible meals" expense requires the expenditure of cash and cannot be disallowed by the Court under SDCL § 25-7-6.6.

65. The next "deduction" on the Schedule C for Bulldawg Enterprises, LLC is "Utilities" in the amount of \$13,209. See *Defendant's Exhibit 2, C. BULYCA 0068*. Utilities include the costs paid by Bulldawg Enterprises, LLC for utilities.

66. The "Utilities" expense requires the expenditure of cash and cannot be disallowed by the Court under SDCL § 25-7-6.6.

67. The final "deduction" on the Schedule C for Bulldawg Enterprises, LLC is "Other expenses (from line 48)" in the amount of \$23,610. See *Defendant's Exhibit 2, C. BULYCA 0068*.

68. The "Other expenses" from line 48 include "Bank fees" in the amount of \$1,827, "Credit card fees" in the amount of \$740, "Licenses" in the

amount of \$12,066, "Software & subscriptions" in the amount of \$4,851, and "Safety" costs in the amount of \$4,126. *See Defendant's Exhibit 2, C. BULYCA 0069*. Each of these costs includes monies paid by Bulldawg Enterprises, LLC for the respective categories of expenses.

69. The "Other expenses" require the expenditure of cash and cannot be disallowed by the Court under SDCL § 25-7-6.6.

70. Casey testified that other than the depreciation, each of the deductions on the federal income tax return for Bulldawg Enterprises, LLC require out-of-pocket expenditures by the company. The Court finds this testimony credible as each of these expenses would, under federal tax law, require actual out-of-pocket expenditures, a fact acknowledged by the South Dakota Legislature when it specifically acknowledged that depreciation is the "deduction" the Court should be focused on in SDCL § 25-7-6.6.

71. If the Court adds the totality of depreciation to Casey's 2023 income (total depreciation was \$22,302), Casey's annual gross income for 2023 totaled \$18,715 (a loss of \$3,587 plus depreciation of \$22,302). This would make Casey's total monthly gross income \$1,559.58 (\$18,715/12 months).

72. However, Casey did not use \$1,559 per month as his gross income in his proposed child support calculation. Instead, Casey calculated his total monthly gross income at \$6,829. *See Defendant's Exhibit 7*.

73. Casey testified that he reached this number by including the total amount of all of his distributions received in 2024 (whether or not those distributions were for allowable expenses or deductions on his tax return and

would not be included in his gross income under SDCL § 25-7-6.6).

74. Casey introduced a spreadsheet of the distributions from Bulldawg Enterprises, LLC for 2024. *See Defendant's Exhibit 1.* The spreadsheet contained two separate categories of distributions "Owners Drawings" and "Child Support/Alimony."

75. Casey testified that Bulldawg Logistics, LLC is a new entity that has not yet made any profit or distributions.

76. Linnea spent a significant amount of time during the trial focusing on the "personal expenses" of Casey that she believes were paid by Bulldawg Enterprises, LLC. Casey identified in response that those "personal expenses" would have been paid for through the "Owners Drawings" identified in *Defendant's Exhibit 1.*

77. Casey lives with, owns, and operates his businesses with his girlfriend, Olga Khalina. Casey is the Chief Executive Office of Bulldawg Enterprises, LLC. Casey is responsible for the day-to-day business operations. He drives trucks and helps manage employees. Olga is the Chief Operating Officer of Bulldawg Enterprises, LLC. Olga is responsible for driver logistics and management, customer communication, managing finances, registrations and insurance, and other daily tasks. Casey testified that both Casey and Olga generally work seven days a week.

78. Casey also testified that Casey and Olga split all of their income and expenses 50/50. By way of example, the "personal expenses" explored by Linnea during the hearing included things like rent, vehicle insurance, cellular

phone bills, water, power or other utility costs, etc. Casey identified that those are classified as business expenses because their business office is operated out of their home. Both Casey and Olga are on the lease and responsible for ½ of the lease payment. Both Casey and Olga would be responsible for ½ of the vehicle insurance, cellular phone bills, and water, power or other utility costs. When one of those bills is paid, it is put on a credit card. When a credit card payment must be made, Bulldawg Enterprises, LLC issues an "Owners Draw" to pay those expenses.

79. Casey testified that every time he paid a bill in his name, whether or not that bill could ultimately be classified as a proper business expense or deduction, that he classified it as an "Owner's Draw" on the books of Bulldawg Enterprises, LLC. Casey acknowledged that he is not a Certified Public Accountant (CPA) and that he would rely upon Casey Peterson LTD to classify his business expenses at the end of the year. Casey readily acknowledged that the most accurate way to determine his gross or net income from Bulldawg Enterprises, LLC would be through his tax returns.

80. However, for purposes of Casey's proposed child support calculation, Casey included his portion (½) of each "Owners Draw", whether or not that draw was used to pay rent, vehicle insurance, cellular phone bills, water, power or other utility costs, etc.

81. The total "Owners Draw" from January 1, 2024 through July 31, 2024, was \$47,491.69. *See Defendant's Exhibit 1.* Casey testified that ½ of the "Owners Draw" would have been used to pay his ½ of the expenses and the

other ½ of the “Owners Draw” would be used to pay Olga’s ½ of the expenses. As such, Casey testified that \$23,745.85 of the “Owners Draw” would be classified as his draw.

82. To be fair, Casey separated the draws from Bulldawg Enterprises, LLC which were taken out to pay his alimony and child support obligation because, as Casey testified, those obligations were his and not Olga’s. The total draws for alimony and child support from January 1, 2024 through July 31, 2024 were \$24,059.00.

83. Together, Casey’s ½ of the “Owners Draw” and all of the child support and alimony payments totaled \$47,804.85. Casey readily acknowledged that much of this draw may appropriately be classified as a business expense or deduction, but wanted to provide the most accurate representation of money he used from the business.

84. If the Court uses Casey’s 2024 draws, Casey’s gross monthly income would be \$6,829.26 (\$47,804.85/7 months). Casey used this amount in his child support calculation. *See Defendant’s Exhibit 7.*

Based on the foregoing Findings of Fact, the Court hereby enters the following:

CONCLUSIONS OF LAW

1. This Court has jurisdiction of the Parties and the subject matter to this litigation.

2. Under SDCL § 25-5-18.1, “[t]he parents of any child are under a legal duty to support their child in accordance with the provisions of § 25-7-

6.1, until the child attains the age of eighteen, or until the child attains the age of nineteen if the child is a full-time student in a secondary school.” Both parents “are responsible for payment of child support in accordance with § 25-7-6.1.” SDCL § 25-4A-16

3. Pursuant to SDCL § 25-7-6.13, this Court may modify child support without requiring a showing of a change in circumstances because the Court’s prior child support Order was entered prior to July 1, 2022.

4. In this case, the parties stipulated to Linnea’s income, so the Court was tasked only with determining Casey’s income.

5. Under SDCL § 25-7-6.3

The monthly net income of each parent shall be determined by the parent’s gross income less allowable deductions, as set forth in this chapter. The monthly gross income of each parent includes amounts received from the following sources:

- (1) Compensation paid to an employee for personal services, whether salary, wages, commissions, bonus, or otherwise designated;
- (2) Self-employment income including gain, profit, or loss from a business, farm, or profession;
- (3) Periodic payments from pensions or retirement programs, including social security or veteran’s benefits, disability payments, or insurance contracts;
- (4) Interest, dividends, rentals, royalties, or other gain derived from investment of capital assets;
- (5) Gain or loss from the sale, trade, or conversion of capital assets;
- (6) Reemployment assistance or unemployment insurance benefits;
- (7) Worker’s compensation benefits; and
- (8) Benefits in lieu of compensation including military pay allowances.

Overtime wages, commissions, and bonuses may be excluded if the compensation is not a regular and recurring source of income for the parent. Income derived from seasonal employment shall be annualized to determine a monthly average income.

6. The South Dakota Legislature has provided the standard for the Court to use when a parent's income is derived from a business. That statutes provides as follows:

Gross income from a business, profession, farming, rentals, royalties, estates, trusts, or other sources, are the net profits or gain, or net losses shown on any or all schedules filed as part of the parents' federal income tax returns or as part of any federal income tax returns for any business with which he is associated, except that the court may allow or disallow deductions for federal income taxation purposes which do not require the expenditure of cash, including, but not limited to, depreciation or depletion allowances, and may further consider the extent to which household expenses, automobile expenses, and related items are deductible or partially deductible for income tax purposes. In the event a court disallows depreciation, it may consider necessary capital expenditures which enhance the parent's current income for child support purposes.

SDCL § 25-7-6.6 (emphasis added).

7. In determining Casey's gross income from a business, it is undisputed that Bulldawg Enterprises, LLC's "net profits or gain, or net losses shown on any or all schedules filed as part of the parents' federal income tax returns" is a loss of \$3,587. The Court is bound by South Dakota law as it concerns what constitutes Casey's "gross income from a business." The Court may, but is not required, to allow or disallow deductions for federal income taxation purposes which do not require the expenditure of cash, and may further consider the extent to which household expenses, automobile expenses,

and related items are deductible or partially deductible for income tax purposes.

85. Casey's depreciation totaled \$22,302. If the Court allows all of the depreciation to be considered in Casey's 2023 income, Casey's annual gross income for 2023 totaled \$18,715 (a loss of \$3,587 plus depreciation of \$22,302). This would make Casey's total monthly gross income \$1,559.58 (\$18,715/12 months). If the Court used this amount for Casey's monthly gross income, Linnea would actually owe Casey money related to her portion of the medical insurance payment (child support calculated at -\$139). *See Exhibit 10.*

8. The Court may also consider "the extent to which household expenses, automobile expenses, and related items are deductible or partially deductible for income tax purposes."

9. However, the Court may not, except where a deviation has been requested, consider the income earned by a spouse or third party. SDCL § 25-7-6.10. Neither party has requested a deviation and the Court does not find that one would be appropriate.

10. In providing his calculation, Casey included his portion of the 2024 "Owners Draws" including any amounts that Casey had taken from Bulldawg Enterprises, LLC for purposes of paying his alimony or child support, as well as his portion of any draws Casey and Olga had taken from Bulldawg Enterprises, LLC for paying their personal expenses.

86. The most accurate representation of Casey's income, and the most statutorily compliant way for this Court to comply with SDCL § 25-7-6.6, would

be to use Casey's 2023 U.S. Individual Income Tax Return.

11. The Court commends Casey in attempting to provide an accurate, although unaudited, representation of his 2024 income (without any reduction for depreciation or deductible personal expenses), and in using those numbers in his child support calculation.

12. While there may be some credibility to Linnea's argument that Casey's income must be increased by including Casey's portion of personal expenses paid by the business, Linnea's calculation starts by using Casey's 2024 draws (which already include many or all of those expenses), not Casey's 2023 business income as reported on his personal income tax return, which this Court is required to use under SDCL § 25-7-6.6. Even if the Court were to add Casey's portion of those personal expenses identified by Linnea, Casey's monthly gross income would not be as high as the numbers used by Casey in his calculation:

Monthly Gross Income after including all depreciation	\$1,560
<hr/>	
Casey's 1/2 of rent	\$1,000
Casey's 1/2 of insurance	\$193
Casey's 1/2 of internet	\$43
Casey's 1/2 of water bill	\$43
Casey's 1/2 of power bill	\$146
Casey's 1/2 of vehicle payment	\$300
Casey's 1/2 of vitamins/supplements	\$100
Casey's 1/2 of life insurance	\$52
<hr/>	
TOTAL	\$3,436

13. The Court adopts Casey's child support calculation. A copy of the calculation is attached to these Findings of Fact and Conclusions of Law as *Exhibit 11*.

14. Casey's child support is modified to \$849 per month. The child support obligation for a child shall continue until that child reaches the age of majority, dies, becomes married, or is otherwise emancipated, provided, however, that if any child has not finished high school upon that child's age of majority, that child's support shall continue until the child reaches the age of nineteen (19) if the child is a full-time student in a secondary school. Linnea, as the primary physical custodian, shall continue to be responsible for the first \$250 of all out-of-pocket medical expenses, per child, per year. After the first \$250 per child, per year has been paid by Linnea, the parties shall split the costs of any uncovered medical expenses in proportion to their incomes as identified on *Exhibit 11* with Linnea paying 52% and Casey paying 48%.

15. Pursuant to SDCL § 25-7-7.3, "[a]ny previously ordered support payments that have become due, whether paid or unpaid, are not subject to modification by a court or administrative entity of this state, except those accruing in any period in which there is pending a petition for modification of the support obligation, but only from the date that notice of hearing of the petition has been given to the obligee, the obligor, and any other parties having an interest in such matter." (emphasis added). Casey filed the Motion to Amend Child Support and Notice of Hearing on February 16, 2024. *Exhibits 1 and 2*.

The Court hereby modifies Casey's child support obligation, as set forth above, effective as of March 1, 2024. Any overpayments made by Casey shall be credited towards his future child support obligations.

16. Any Finding of Fact deemed to properly constitute a Conclusion of Law shall be incorporated herein by this reference.

LET JUDGMENT BE ENTERED ACCORDINGLY.

BY THE COURT:

HONORABLE SCOTT ROETZEL
Circuit Court Judge

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF PENNINGTON)

IN CIRCUIT COURT
SEVENTH JUDICIAL CIRCUIT

LINNEA CAROL BULYCA,

Plaintiff,

vs.

CASEY RAY BULYCA,

Defendant.

51DIV20-000166

**MOTION TO AMEND CHILD
SUPPORT**

COMES NOW the Defendant, Casey Ray Bulyca, by and through his undersigned counsel of record, and consistent with SDCL Chapter 25-7, respectfully requests this Court enter an order adjusting the current child support obligation of the Defendant.

On May 19, 2021, the parties entered into a Stipulation and Property Settlement Agreement for Child Custody, Visitation, and Child Support. Under the parties' Stipulation, the Defendant agreed to pay child support in the amount of \$1,682.00 per month and his proportionate share of daycare costs in the amount of \$695.00 per month, for a total child support payment due each month of \$2,377.00. The Court entered a Decree of Divorce incorporating the parties' Stipulation, and setting child support at \$2,377.00 per month on May 25, 2021.

Pursuant to SDCL § 25-7-6.13, the Defendant need not show a change in circumstances. However, since the prior Decree of Divorce was signed by this

Court, the Defendant has experienced a change of employment, resulting in a substantial decrease in Defendant's income. While Defendant need not show a change in circumstances for the Court to modify child support in this case, a change in circumstances has occurred.

The Defendant's proposed child support calculation, utilizing the income information provided by the parties during 2023, is attached hereto as Exhibit 1.

WHEREFORE, the Defendant, Casey Ray Bulyca, respectfully requests that this Court enter an order modifying the child support obligation consistent with SDCL Chapter 25-7. The Defendant further requests that this Court enter an order requiring Plaintiff to pay the costs and attorney fees incurred by the Defendant in filing this Motion, if appropriate under the circumstances of this case and consistent with South Dakota law.

Dated this 16th day of February, 2024.

NOONEY & SOLAY, LLP

/s/ Robert J. Galbraith
ROBERT J. GALBRAITH
326 Founders Park Drive/P.O. Box 8030
Rapid City, SD 57709-8030
(605) 721-5846
robert@noonevsolay.com

CERTIFICATE OF SERVICE

I, Robert J. Galbraith, attorney for the Defendant, Casey Ray Bulyca, hereby certify that a true and correct copy of the foregoing was served on this 16th day of February, 2024, via Odyssey File & Serve, to:

Nicholas J. Peterson
550 N 5th St., Ste 118
Rapid City, SD 57701
(605) 721-8821
nick@rushmorelaw.com

/s/ Robert J. Galbraith
ROBERT J. GALBRAITH

Child Support Calculation

	Casey	Linnea	Combined
Monthly Gross Income	\$5,300	\$6,454	
Plus/Minus Alimony	\$0	\$0	
Plus/Minus Child Support Obligations	\$0	\$0	
Monthly Net Gross Income	\$5,300	\$6,454	
Minus Federal Income Tax - 1 dependent	(\$523)	(\$774)	
Minus Social Security 6.2 % <i>Social Security cap</i>	(\$329)	(\$400)	
Minus Medicare 1.45%	(\$77)	(\$94)	
Minus Pension Plan (not to exceed 10%)	\$0	\$0	
Minus Deductible Business Expenses	\$0	\$0	
Plus/Minus Other	\$0	\$0	
Monthly Net Income	\$4,372	\$5,186	\$9,558
Percentage Share of Net Income	46%	54%	100%
Number of Children			2
Basic Combined Obligation			\$2,123
Each Parent's Basic Share of Child Support Obligation	\$971	\$1,152	\$2,123

Healthcare/Childcare

Additional Cost Paid	Casey	Linnea	Combined
Child Care	\$0	\$0.00	\$0.00
Health Insurance	\$0	\$0	\$0
Other	\$0	\$0	\$0
Total Additional Costs	\$0	\$0.00	\$0.00
Each Parent's Share of Additional Costs	\$0	\$0	\$0.00

NCP's Basic Obligation	\$971	
Adjustments based on Additional Costs	\$0	
NCP's Support Order	\$971	
Deviations per SDCL 25-7-6.10	\$0	
Abatement per SDCL 25-7-6.14	\$0	
Recommended Child Support Order	\$971	

EXHIBIT

1

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF PENNINGTON)

IN CIRCUIT COURT
SEVENTH JUDICIAL CIRCUIT

LINNEA CAROL BULYCA,

Plaintiff,

vs.

CASEY RAY BULYCA,

Defendant.

51DIV20-000166

NOTICE OF HEARING

PLEASE TAKE NOTICE that a hearing on Defendant's Motion to Amend Child Support is scheduled for Thursday, March 21, 2023 at 4:00 p.m. at the Pennington County Courthouse, Rapid City, South Dakota, before the Honorable Craig Pfeifle, and that all interested parties who wish to be heard in this matter must appear before this Court at said date and time.

Dated this 16th day of February, 2024.

NOONEY & SOLAY, LLP

/s/ Robert J. Galbraith

ROBERT J. GALBRAITH

326 Founders Park Drive/P.O. Box 8030

Rapid City, SD 57709-8030

(605) 721-5846

robert@nooneysolay.com

EXHIBIT

2

CERTIFICATE OF SERVICE

I, Robert J. Galbraith, attorney for the Defendant, Casey Ray Bulyca, hereby certify that a true and correct copy of the foregoing was served on this 16th day of February, 2024, via Odyssey File & Serve, to:

Nick Peterson
550 N 5th St.
Rapid City, SD 57701
(605) 721-8821
nick@rushmorelaw.com

/s/ Robert J. Galbraith
ROBERT J. GALBRAITH

Robert Galbraith

From: Shaffer, Sheila <Sheila.Shaffer@ujs.state.sd.us>
Sent: Tuesday, July 2, 2024 10:57 AM
To: Robert Galbraith; nick@rushmorelaw.com
Cc: 'Jennifer Mellendorf'; Shaffer, Sheila
Subject: RE: 51DIV20-166

OK, I have the Motions Hearing set for July 31, 1:00 – 3:00. It will be in courtroom C10.

From: Robert Galbraith <Robert@nooneysolay.com>
Sent: Tuesday, July 2, 2024 10:48 AM
To: nick@rushmorelaw.com; Shaffer, Sheila <Sheila.Shaffer@ujs.state.sd.us>
Cc: 'Jennifer Mellendorf' <Jennifer@rushmorelaw.com>
Subject: RE: [EXT] 51DIV20-166

That works for me also.

From: nick@rushmorelaw.com <nick@rushmorelaw.com>
Sent: Tuesday, July 2, 2024 10:07 AM
To: 'Shaffer, Sheila' <Sheila.Shaffer@ujs.state.sd.us>; Robert Galbraith <Robert@nooneysolay.com>
Cc: 'Jennifer Mellendorf' <Jennifer@rushmorelaw.com>
Subject: RE: 51DIV20-166

July 31st from 1-3 would work.

Nicholas J. Peterson
Pasqualucci & Peterson P.C.
550 N. 5th Street
Rapid City, SD 57701
605-721-8821
605-593-8896 (Fax)
Nick@rushmorelaw.com

From: Shaffer, Sheila <Sheila.Shaffer@ujs.state.sd.us>
Sent: Tuesday, July 2, 2024 9:43 AM
To: Robert Galbraith <Robert@nooneysolay.com>
Cc: Nick Peterson <nick@rushmorelaw.com>; Shaffer, Sheila <Sheila.Shaffer@ujs.state.sd.us>
Subject: RE: 51DIV20-166

I was waiting to hear from you 😊 Here are some of the dates he has available at this time (for two hours):

July 24, 1-3
July 31, 1-3
August 7, 1-3

Let me know which date works for you guys and I will get it scheduled. Thank you.



From: Robert Galbraith <Robert@nooneysolay.com>
Sent: Tuesday, July 2, 2024 9:25 AM
To: Shaffer, Sheila <Sheila.Shaffer@ijs.state.sd.us>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: RE: [EXT] 51DIV20-166

Hi, Sheila. Are you going to email us some possible dates or should I have my office call in to schedule?

-Rob

From: Roetzel, Judge Scott <Scott.Roetzel@ijs.state.sd.us>
Sent: Monday, July 1, 2024 11:49 AM
To: Robert Galbraith <Robert@nooneysolay.com>; Shaffer, Sheila <Sheila.Shaffer@ijs.state.sd.us>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: RE: 51DIV20-166

Hello. Yes. Please coordinate with Sheila.



Scott A. Roetzel | *Circuit Judge*
Unified Judicial System | 7th Circuit Court
315 St. Joseph Street | Rapid City, SD 57701
Ph: 605.394.2571 | Fx: 605.394.6628

From: Robert Galbraith <Robert@nooneysolay.com>
Sent: Monday, July 1, 2024 11:13 AM
To: Roetzel, Judge Scott <Scott.Roetzel@ijs.state.sd.us>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: FW: [EXT] 51DIV20-166

Bulyca v. Bulyca; 51DIV20-166

Judge Roetzel,

There is a Motion to Amend Child Support pending in this matter. There was no response filed to the motion, but Mr. Peterson appeared at the hearing and asked that it either be referred to a referee or an evidentiary hearing be set. Judge Pfeifle ruled that he would order whichever was requested by my client. I have included a short portion of the emails with Judge Pfeifle below confirming that it was to be set for an evidentiary hearing. Unfortunately, we were not able to find a date that works for everyone before Judge Pfeifle's retirement. I believe two hours will be sufficient. Would you like us to coordinate the hearing through you or court administration? Thanks in advance for your time and consideration.

-Rob

Robert J. Galbraith
NOONEY & SOLAY, LLP
PHONE: 605-721-5846

From: Pfeifle, Judge Craig <Craig.Pfeifle@uds.state.sd.us>
Sent: Wednesday, May 15, 2024 10:10 AM
To: Robert Galbraith <Robert@nooneysolay.com>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: RE: 51DIV20-166

I do recall the request and the response for a hearing. I will set a hearing based upon that response. Finding a couple hours may be challenging; I'll do that once out of trial.

CAP

From: Robert Galbraith <Robert@nooneysolay.com>
Sent: Wednesday, May 15, 2024 10:05 AM
To: Pfeifle, Judge Craig <Craig.Pfeifle@uds.state.sd.us>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: [EXT] 51DIV20-166

Judge Pfeifle,

As the Court may recall, we had a hearing on the attached Motion to Amend Child Support on March 21. Mr. Peterson, on behalf of Ms. Bulyca, asked that the matter either be submitted to a referee or for an evidentiary hearing. I would like to get this matter on the calendar for an evidentiary hearing on my client's motion. I think two hours would be sufficient. Please let me know if we should coordinate through you or court administration.

-Rob

Robert J. Galbraith
NOONEY & SOLAY, LLP
PHONE: 605-721-5846

Robert Galbraith

From: nick@rushmorelaw.com
Sent: Monday, July 29, 2024 11:11 AM
To: 'Roetzel, Judge Scott'; Robert Galbraith; 'Shaffer, Sheila'
Cc: 'Jennifer Mellendorf'
Subject: RE: 51DIV20-166
Attachments: 240729 OBJECTION TO MOTION TO MODIFY child support.pdf

Judge Roetzel and Counsel,

Defendant has yet to provide the financial documents needed to adequately prepare for an evidentiary hearing on the motion to modify child support in this matter. Specifically, I have not been provided Mr. Bulyca's current income documentation to support a modification of child support, including any information to support Defendant experienced a change in employment. In an effort to save time, I would request the Court to either continue the matter to another date to allow the parties to exchange the necessary documents and potentially reach a resolution, or have the parties work with a child support referee to determine whether a modification of child support is appropriate. My client is willing to work with a child support referee to reduce costs.

Please let me know if there are any questions, or if there is anything else needed from me.

Thanks,

Nicholas J. Peterson
Pasqualucci & Peterson P.C.
550 N. 5th Street
Rapid City, SD 57701
605-721-8821
605-593-8896 (Fax)
Nick@rushmorelaw.com

From: Roetzel, Judge Scott <Scott.Roetzel@ujs.state.sd.us>
Sent: Monday, July 1, 2024 11:49 AM
To: Robert Galbraith <Robert@nooneysolay.com>; Shaffer, Sheila <Sheila.Shaffer@ujs.state.sd.us>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: RE: 51DIV20-166

Hello. Yes. Please coordinate with Sheila.





Scott A. Roetzel | *Circuit Judge*
Unified Judicial System | 7th Circuit Court
315 St. Joseph Street | Rapid City, SD 57701
Ph: 605.394.2571 | Fx: 605.394.6628

From: Robert Galbraith <Robert@noonevsolay.com>
Sent: Monday, July 1, 2024 11:13 AM
To: Roetzel, Judge Scott <Scott.Roetzel@ujis.state.sd.us>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: FW: [EXT] 51DIV20-166

Bulyca v. Bulyca; 51DIV20-166

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-Rob

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NOONEY & SOLAY, LLP
PHONE: 605-721-5846

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Sent: Wednesday, May 15, 2024 10:10 AM
To: Robert Galbraith <Robert@noonevsolay.com>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: RE: 51DIV20-166

I do recall the request and the response for a hearing. I will set a hearing based upon that response. Finding a couple hours may be challenging; I'll do that once out of trial.

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From: Robert Galbraith <Robert@noonevsolay.com>
Sent: Wednesday, May 15, 2024 10:05 AM
To: Pfeifle, Judge Craig <Craig.Pfeifle@ujis.state.sd.us>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: [EXT] 51DIV20-166

Judge Pfeifle,

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-Rob

Robert J. Galbraith
NOONEY & SOLAY, LLP
PHONE: 605-721-5846

Robert Galbraith

From: Roetzel, Judge Scott <Scott.Roetzel@uj.s.state.sd.us>
Sent: Monday, July 29, 2024 1:38 PM
To: Nick Peterson; Robert Galbraith
Cc: Shaffer, Sheila; Jennifer Mellendorf
Subject: RE: 51DIV20-166

The Court will GRANT to continuance at Plaintiff's request. Please contact Sheila regarding a new date that works for both parties. Be advised, that the deadline for production of documents will be 30 days before that date. As far as the ZOOM request, I will take under advisement, but I am inclined to require all parties to be present.



Scott A. Roetzel | Circuit Judge
Unified Judicial System | 7th Circuit Court
315 St. Joseph Street | Rapid City, SD 57701
Ph: 605.394.2571 | Ex: 605.394.6628

From: Nick Peterson <nick@rushmorelaw.com>
Sent: Monday, July 29, 2024 1:07 PM
To: Robert Galbraith <Robert@nooneysolay.com>
Cc: Roetzel, Judge Scott <Scott.Roetzel@uj.s.state.sd.us>; Shaffer, Sheila <Sheila.Shaffer@uj.s.state.sd.us>; Jennifer Mellendorf <jennifer@rushmorelaw.com>
Subject: Re: [EXT] 51DIV20-166

Your Honor,



I will not address the lengthy email except to say that it is patently false that we are not prepared on our end. I have all of my client's information. We have been waiting to receive Casey's information so that I could file a response. When a party files for a modification, documentation to support the motion is required. Nothing but a new child support calculation sheet has been provided. Nothing was filed by Mr. Galbraith to support that child support should be modified. No income information whatsoever from Casey Butyca has been filed. This is not my motion. It is Defendant's burden to support his motion. I have all of my client's information and have been waiting to calculate child support, but cannot do so without Casey's information.

Further, it now appears that his client is not appearing in person. I object to any Zoom appearance by the Defendant. His appearance is necessary as I will need to examine him regarding his information, which has yet to be provided.

I also have no issue with the hearing proceeding on Wednesday but would require Casey's income documentation and his appearance to do so.

On Jul 29, 2024, at 11:57 AM, Robert Galbraith <Robert@nooneysolay.com> wrote:

Judge Roetzel and Mr. Peterson,

I wanted to provide a little more clarification for the Court in light of Judge Pfeifle's retirement. The parties had a hearing in September of last year involving a request to modify alimony. Both parties were deposed regarding their income prior to that hearing, and information including their income, budgets, and finances were fully presented to the Court. In February, my client filed a Motion to Amend Child Support. That document, a copy of which is attached, provided that the proposed support calculation (which was attached) utilized the parties' income numbers fully developed for the prior hearing. A hearing was noticed from March 21 (also attached). There was no objection, response, request for information, or communication whatsoever received between the filing of the motion and the hearing. In fact, Mr. Peterson acknowledged at the hearing on March 21 that he either did not see or open the Motion and Notice of Hearing or had forgotten about them until he saw this case on the Court's calendar in the courthouse while at another hearing that same morning. He acknowledged that he did not have any information to provide to the Court and complained that he hadn't received any information or a phone call leading up to the hearing, before admitting to Judge Pfeifle based on the Court's questioning that he did receive the Notice of Hearing on this issue for that day. Mr. Peterson asked that the matter be referred to a referee or that an evidentiary hearing be set so that he could present necessary information on behalf of his client. Judge Pfeifle indicated that perhaps Mr. Peterson and his client didn't get to fully develop their record on child support at the prior hearing so he would allow for an evidentiary hearing or refer to a referee at my client's option. Thereafter, either Mr. Peterson or his client were not available for any of the dates offered by Judge Pfeifle to hear this matter (I can certainly provide the emails with the Judge Pfeifle if the court wants to see them). After Judge Pfeifle's retirement, this matter was reset with Judge Roetzel. Again, there have been no requests, no discovery, and not a single communication from Mr. Peterson or his client until this email two days before the hearing (his objection would have been due by statute, first on March 14, 2024 and now by July 24, 2024). These issues, if they were actual issues, could have been addressed during the emails between the Court and counsel 30 days ago when this hearing was scheduled, but they were not. Interestingly enough, while Mr. Peterson complains to the Court that he hasn't received any information from my client, Mr. Peterson fails to point out that his client has a new job and has not provided any information whatsoever, including a proposed calculation to be included in his response/objection, all issues that we anticipated would be addressed at the evidentiary hearing. The fact that Mr. Peterson and/or his client are again ill prepared to deal with issues before the Court despite more than five months to do so is no reason for a continuance or fees.

But, again, my client will take the high road. The objection itself does not seek a continuance. It simply states that the motion should be denied due to lack of supporting documentation (although it was Mr. Peterson who demanded that the supporting documentation be provided via an evidentiary hearing). Mr. Peterson's email seeks a continuance. If a continuance is to be granted, my client would request that any such continuance be granted on the following conditions: (1) that there be a formal order indicating the continuance is being granted at Plaintiff's request; (2) that the Order include deadlines by which the parties will exchange all income information, paystubs, etc., including any documents or evidence to be introduced at trial; (3) that my client be permitted to appear via zoom at the continued hearing.

I apologize for the necessity to make a position statement by email, but I will need to advise my client sooner rather than later of the results of Mr. Peterson's untimely request.

-Rob

Robert J. Galbraith
NOONEY & SOLAY, LLP
PHONE: 605-721-5846

From: nick@rushmorelaw.com <nick@rushmorelaw.com>
Sent: Monday, July 29, 2024 11:11 AM
To: 'Roetzel, Judge Scott' <Scott.Roetzel@ijs.state.sd.us>; Robert Galbraith <Robert@nooneysolay.com>; 'Shaffer, Sheila' <Sheila.Shaffer@ijs.state.sd.us>
Cc: 'Jennifer Mellendorf' <Jennifer@rushmorelaw.com>
Subject: RE: 51DIV20-166

Judge Roetzel and Counsel,

Defendant has yet to provide the financial documents needed to adequately prepare for an evidentiary hearing on the motion to modify child support in this matter. Specifically, I have not been provided Mr. Bulyca's current income documentation to support a modification of child support, including any information to support Defendant experienced a change in employment. In an effort to save time, I would request the Court to either continue the matter to another date to allow the parties to exchange the necessary documents and potentially reach a resolution, or have the parties work with a child support referee to determine whether a modification of child support is appropriate. My client is willing to work with a child support referee to reduce costs.

Please let me know if there are any questions, or if there is anything else needed from me.

Thanks,

Nicholas J. Peterson
Pasqualucci & Peterson P.C.
550 N. 5th Street
Rapid City, SD 57701
605-721-8821
605-593-8896 (Fax)
Nick@rushmorelaw.com

From: Roetzel, Judge Scott <Scott.Roetzel@uis.state.sd.us>
Sent: Monday, July 1, 2024 11:49 AM
To: Robert Galbraith <Robert@nooneysolay.com>; Shaffer, Sheila <Sheila.Shaffer@uis.state.sd.us>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: RE: 51DIV20-166

Hello. Yes. Please coordinate with Sheila.

<image001.png>

From: Robert Galbraith <Robert@nooneysolay.com>
Sent: Monday, July 1, 2024 11:13 AM
To: Roetzel, Judge Scott <Scott.Roetzel@uis.state.sd.us>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: FW: [EXT] 51DIV20-166

Bulyca v. Bulyca; 51DIV20-166

Judge Roetzel,

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Robert J. Galbraith
NOONEY & SOLAY, LLP
PHONE: 605-721-5846

From: Pfeifle, Judge Craig <Craig.Pfeifle@uis.state.sd.us>
Sent: Wednesday, May 15, 2024 10:10 AM
To: Robert Galbraith <Robert@nooneysolay.com>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: RE: 51DIV20-166

I do recall the request and the response for a hearing. I will set a hearing based upon that response. Finding a couple hours may be challenging; I'll do that once out of trial.

CAP

From: Robert Galbraith <Robert@nooneysolay.com>
Sent: Wednesday, May 15, 2024 10:05 AM
To: Pfeifle, Judge Craig <Craig.Pfeifle@uds.state.sd.us>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: [EXT] 51DIV20-166

Judge Pfeifle,

As the Court may recall, we had a hearing on the attached Motion to Amend Child Support on March 21. Mr. Peterson, on behalf of Ms. Bulyca, asked that the matter either be submitted to a referee or for an evidentiary hearing. I would like to get this matter on the calendar for an evidentiary hearing on my client's motion. I think two hours would be sufficient. Please let me know if we should coordinate through you or court administration.

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<2024.02.16 Motion to Amend Child Support.pdf>
<2024.02.16 Notice of Hearing.pdf>

Robert Galbraith

From: Roetzel, Judge Scott <Scott.Roetzel@uds.state.sd.us>
Sent: Monday, September 16, 2024 1:56 PM
To: Robert Galbraith; Nick Peterson
Cc: Shaffer, Sheila; Jennifer Mellendorf; Logan Pokorny
Subject: RE: 51DIV20-166

The Court will allow ZOOM for this hearing. Also, Mr. Peterson please send over any exhibits immediately and if unable to do so, we will discuss at hearing whether any exhibits will be allowed.



Scott A. Roetzel | *Circuit Judge*
Unified Judicial System | 7th Circuit Court
315 St. Joseph Street | Rapid City, SD 57701
Ph: 605.394.2571 | Fx: 605.394.6628

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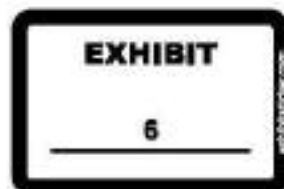
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The Court also asked the parties to exchange exhibits prior to the hearing. Mr. Peterson and I were unable to connect to arrange for that. Having not been able to connect with him, I provided him my exhibits last week, along with 400 pages of discovery responses from my client (which I also don't think the Court anticipated when it ordered the continuance). I have yet to receive anything in response. I would ask for the Court's assistance in ordering that the Plaintiff provide her proposed exhibits immediately.

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The Court will GRANT to continuance at Plaintiff's request. Please contact Sheila regarding a new date that works for both parties. Be advised, that the deadline for production of documents will be 30 days before that date. As far as the ZOOM request, I will take under advisement, but I am inclined to require all parties to be present.



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On Jul 29, 2024, at 11:57 AM, Robert Galbraith <Robert@nooneysolay.com> wrote:

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I apologize for the necessity to make a position statement by email, but I will need to advise my client sooner rather than later of the results of Mr. Peterson's untimely request.

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Please let me know if there are any questions, or if there is anything else needed from me.

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Nicholas J. Peterson
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Rapid City, SD 57701
605-721-8821
605-593-8896 (Fax)
Nick@rushmorelaw.com

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Bulyca v. Bulyca; 51DIV20-166

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Sent: Tuesday, September 17, 2024 7:36 AM
To: nick@rushmorelaw.com; Robert Galbraith
Cc: Shaffer, Sheila; 'Jennifer Mellendorf'; Logan Pokorny
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Given the documents recently provided, the conflict between parties and the request for personal appearance, the Court would be willing to set a new date for this hearing to allow parties to get organized. Thoughts?



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Sent: Monday, September 16, 2024 3:48 PM
To: Roetzel, Judge Scott <Scott.Roetzel@uds.state.sd.us>; 'Robert Galbraith' <Robert@nooneysolay.com>
Cc: Shaffer, Sheila <Sheila.Shaffer@uds.state.sd.us>; 'Jennifer Mellendorf' <jennifer@rushmorelaw.com>; 'Logan Pokorny' <logan@nooneysolay.com>
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Judge Roetzel,

Mr. Galbraith has been less than forthcoming with the Court. He insinuates he has attempted to connect with my office. At no time has Mr. Galbraith reached out to my office via phone, email, or the filing of any document to exchange information in this matter. Pursuant to the Court's email on July 29th, my understanding was we need to send out discovery requests. I did so on August 6th. Mr. Galbraith's paralegal requested those interrogatories and requests for production of documents via Word that same day, and my paralegal sent it to them. On September 10th I had yet to receive any documentation and sent a Meet and Confer Letter regarding the missing discovery, which I filed with the Court. On Friday, my office received 428 pages of documentation.

I have not received the pre-marked exhibits Mr. Galbraith is advising to the Court. I would ask for the Court's assistance in ordering Mr. Galbraith to provide the pre-marked exhibits he is referring to. Pursuant to the Court's email, I will send him my client's exhibits, which I anticipate will include approximately 200 of the 428 pages of discovery sent from Mr. Galbraith.

Furthermore, I understand the Court has already granted the request for a Zoom appearance, however, I have been waiting for him to file a motion so I could file a formal objection, as I do not believe this evidentiary hearing can be facilitated via Zoom. There are many inconsistencies in my short review of the documentation, and there appears to be a misrepresentation of Mr. Bulyca's income in their calculation of child support. I have yet to see how they have reached that number, as

he provided no documentation to support it. Since Mr. Bulyca has known about this hearing since August 1st, I would ask the Court to reconsider given the timeliness of the request and necessity to review numerous financial documents in-person.

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Bulyca v. Bulyca; 51DIV20-166

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<2024.02.16 Notice of Hearing.pdf>

Robert Galbraith

From: Robert Galbraith
Sent: Tuesday, September 17, 2024 8:15 AM
To: Roetzel, Judge Scott; nick@rushmorelaw.com
Cc: Shaffer, Sheila; 'Jennifer Mellendorf'; Logan Pokorny
Subject: RE: 51DIV20-166

Your Honor,

This is simply a child support modification hearing. My client's motion has been pending for 7 months. He would like to get this matter heard. The Motion was filed on February 16 and a hearing scheduled for March 21. The Plaintiff was not ready for that hearing. During the beginning of July, the parties scheduled this hearing for July 31. There was no mention of needed discovery. In the discussion a month later, just before the July 31 hearing, Mr. Peterson represented that he and his client were ready for the hearing. The Court ordered a continuance so the parties could exchange exhibits. Instead, the Plaintiff sent extensive discovery. My client has responded. I certainly understand the rationale behind the Court's question. My client has fully and completely answered discovery that could have been sent anytime for the last 6-7 months. In return, my client has been provided with 2 pages of documents from the Plaintiff. My client would like to proceed and is not asking for a continuance, however, I have advised him that it is certainly possible that the Court will set a new date. We will await Mr. Peterson's responses and/or any further instruction from the Court.

-Rob

Robert J. Galbraith
NOONEY & SOLAY, LLP
PHONE: 605-721-5846

From: Roetzel, Judge Scott <Scott.Roetzel@ujs.state.sd.us>
Sent: Tuesday, September 17, 2024 7:36 AM
To: nick@rushmorelaw.com; Robert Galbraith <Robert@nooneysolay.com>
Cc: Shaffer, Sheila <Sheila.Shaffer@ujs.state.sd.us>; 'Jennifer Mellendorf' <jennifer@rushmorelaw.com>; Logan Pokorny <logan@nooneysolay.com>
Subject: RE: 51DIV20-166

Given the documents recently provided, the conflict between parties and the request for personal appearance, the Court would be willing to set a new date for this hearing to allow parties to get organized. Thoughts?



Scott A. Roetzel | *Circuit Judge*
Unified Judicial System | 7th Circuit Court
315 St. Joseph Street | Rapid City, SD 57701
Ph: 605.394.2571 | Fx: 605.394.6628



From: nick@rushmorelaw.com <nick@rushmorelaw.com>

Sent: Monday, September 16, 2024 3:48 PM

To: Roetzel, Judge Scott <Scott.Roetzel@jis.state.sd.us>; 'Robert Galbraith' <Robert@nooneysolay.com>

Cc: Shaffer, Sheila <Sheila.Shaffer@jis.state.sd.us>; 'Jennifer Mellendorf' <jennifer@rushmorelaw.com>; 'Logan Pokorny' <logan@nooneysolay.com>

Subject: RE: [EXT] 51DIV20-166

Judge Roetzel,

Mr. Galbraith has been less than forthcoming with the Court. He insinuates he has attempted to connect with my office. At no time has Mr. Galbraith reached out to my office via phone, email, or the filing of any document to exchange information in this matter. Pursuant to the Court's email on July 29th, my understanding was we need to send out discovery requests. I did so on August 6th. Mr. Galbraith's paralegal requested those interrogatories and requests for production of documents via Word that same day, and my paralegal sent it to them. On September 10th I had yet to receive any documentation and sent a Meet and Confer Letter regarding the missing discovery, which I filed with the Court. On Friday, my office received 428 pages of documentation.

I have not received the pre-marked exhibits Mr. Galbraith is advising to the Court. I would ask for the Court's assistance in ordering Mr. Galbraith to provide the pre-marked exhibits he is referring to. Pursuant to the Court's email, I will send him my client's exhibits, which I anticipate will include approximately 200 of the 428 pages of discovery sent from Mr. Galbraith.

Furthermore, I understand the Court has already granted the request for a Zoom appearance, however, I have been waiting for him to file a motion so I could file a formal objection, as I do not believe this evidentiary hearing can be facilitated via Zoom. There are many inconsistencies in my short review of the documentation, and there appears to be a misrepresentation of Mr. Bulyca's income in their calculation of child support. I have yet to see how they have reached that number, as he provided no documentation to support it. Since Mr. Bulyca has known about this hearing since August 1st, I would ask the Court to reconsider given the timeliness of the request and necessity to review numerous financial documents in-person.

Nicholas J. Peterson
Pasqualucci & Peterson P.C.
550 N. 5th Street
Rapid City, SD 57701
605-721-8821
605-593-8896 (Fax)
Nick@rushmorelaw.com

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Sent: Monday, September 16, 2024 1:56 PM
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Cc: Shaffer, Sheila <Sheila.Shaffer@uds.state.sd.us>; Jennifer Mellendorf <jennifer@rushmorelaw.com>; Logan Pokorny <logan@nooneysolay.com>
Subject: RE: 51DIV20-166

The Court will allow ZOOM for this hearing. Also, Mr. Peterson please send over any exhibits immediately and if unable to do so, we will discuss at hearing whether any exhibits will be allowed.



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From: Robert Galbraith <Robert@nooneysolay.com>
Sent: Monday, September 16, 2024 12:56 PM
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Cc: Shaffer, Sheila <Sheila.Shaffer@uds.state.sd.us>; Jennifer Mellendorf <jennifer@rushmorelaw.com>; Logan Pokorny <logan@nooneysolay.com>
Subject: RE: [EXT] 51DIV20-166

Judge Roetzel,

This matter is scheduled for this Wednesday at 1:00 p.m. I am providing to the Court a courtesy copy of the Motion for Zoom Appearance for my client. When Judge Pfeifle allowed my client to select between an evidentiary hearing before the Court and a referral to a referee, my client had the knowledge through my office that Judge Pfeifle's personal preference was to allow zoom appearances on shorter hearings such as this one. It was expected that this hearing would be conducted in front of Judge Pfeifle. If it is this Court's preference to request live testimony, that is certainly okay, but it was not what my client expected when setting this hearing. My client lives in Alabama and is currently working in Ohio. If the Court says he needs to be here he will book a flight today and he will be here. However, the travel expense for a relatively short hearing is definitely burdensome. I have pre-marked only 6 exhibits, including the child support calculation supplied with the motion. I do not expect his testimony on direct will take more than 20 minutes.

The Court also asked the parties to exchange exhibits prior to the hearing. Mr. Peterson and I were unable to connect to arrange for that. Having not been able to connect with him, I provided him my exhibits last week, along with 400 pages of discovery responses from my client (which I also don't think the Court anticipated when it ordered the continuance). I have yet to receive anything in response. I would ask for the Court's assistance in ordering that the Plaintiff provide her proposed exhibits immediately.

-Rob

Robert J. Galbraith
NOONEY & SOLAY, LLP
PHONE: 605-721-5846

From: Roetzel, Judge Scott <Scott.Roetzel@uj.s.state.sd.us>
Sent: Monday, July 29, 2024 1:38 PM
To: Nick Peterson <nick@rushmorelaw.com>; Robert Galbraith <Robert@nooneysolay.com>
Cc: Shaffer, Sheila <Sheila.Shaffer@uj.s.state.sd.us>; Jennifer Mellendorf <jennifer@rushmorelaw.com>
Subject: RE: 51DIV20-166

The Court will GRANT to continuance at Plaintiff's request. Please contact Sheila regarding a new date that works for both parties. Be advised, that the deadline for production of documents will be 30 days before that date. As far as the ZOOM request, I will take under advisement, but I am inclined to require all parties to be present.



Scott A. Roetzel | Circuit Judge

Unified Judicial System | 7th Circuit Court
315 St. Joseph Street | Rapid City, SD 57701
Ph: 605.394.2571 | Ex: 605.394.6628

From: Nick Peterson <nick@rushmorelaw.com>
Sent: Monday, July 29, 2024 1:07 PM
To: Robert Galbraith <Robert@nooneysolay.com>
Cc: Roetzel, Judge Scott <Scott.Roetzel@uj.s.state.sd.us>; Shaffer, Sheila <Sheila.Shaffer@uj.s.state.sd.us>; Jennifer Mellendorf <jennifer@rushmorelaw.com>
Subject: Re: [EXT] 51DIV20-166

Your Honor,

I will not address the lengthy email except to say that it is patently false that we are not prepared on our end. I have all of my client's information. We have been waiting to receive Casey's information so that I could file a response. When a party files for a modification, documentation to support the motion is required. Nothing but a new child support calculation sheet has been provided. Nothing was filed by Mr. Galbraith to support that child support should be modified. No income information whatsoever from Casey Bulyca has been filed. This is not my motion. It is Defendant's burden to support his motion. I have all of my client's information and have been waiting to calculate child support, but cannot do so without Casey's information.

Further, it now appears that his client is not appearing in person. I object to any Zoom appearance by the Defendant. His appearance is necessary as I will need to examine him regarding his information, which has yet to be provided.

I also have no issue with the hearing proceeding on Wednesday but would require Casey's income documentation and his appearance to do so.

On Jul 29, 2024, at 11:57 AM, Robert Galbraith <Robert@nooneysolay.com> wrote:

Judge Roetzel and Mr. Peterson,

I wanted to provide a little more clarification for the Court in light of Judge Pfeifle's retirement. The parties had a hearing in September of last year involving a request to modify alimony. Both parties were deposed regarding their income prior to that hearing, and information including their income, budgets, and finances were fully presented to the Court. In February, my client filed a Motion to Amend Child Support. That document, a copy of which is attached, provided that the proposed support calculation (which was attached) utilized the parties' income numbers fully developed for the prior hearing. A hearing was noticed from March 21 (also attached). There was no objection, response, request for information, or communication whatsoever received between the filing of the motion and the hearing. In fact, Mr. Peterson acknowledged at the hearing on March 21 that he either did not see or open the Motion and Notice of Hearing or had forgotten about them until he saw this case on the Court's calendar in the courthouse while at another hearing that same morning. He acknowledged that he did not have any information to provide to the Court and complained that he hadn't received any information or a phone call leading up to the hearing, before admitting to Judge Pfeifle based on the Court's questioning that he did receive the Notice of Hearing on this issue for that day. Mr. Peterson asked that the matter be referred to a referee or that an evidentiary hearing be set so that he could present necessary information on behalf of his client. Judge Pfeifle indicated that perhaps Mr. Peterson and his client didn't get to fully develop their record on child support at the prior hearing so he would allow for an evidentiary hearing or refer to a referee at my client's option. Thereafter, either Mr. Peterson or his client were not available for any of the dates offered by Judge Pfeifle to hear this matter (I can certainly provide the emails with the Judge Pfeifle if the court wants to see them). After Judge Pfeifle's retirement, this matter was reset with Judge Roetzel. Again, there have been no requests, no discovery, and not a single communication from Mr. Peterson or his client until this email two days before the hearing (his objection would have been due by statute, first on March 14, 2024 and now by July 24, 2024). These issues, if they were actual issues, could have been addressed during the emails between the Court and counsel 30 days ago when this hearing was scheduled, but they were not. Interestingly enough, while Mr. Peterson complains to the Court that he hasn't received any information from my client, Mr. Peterson fails to point out that his client has a new job and has not provided any information whatsoever, including a proposed calculation to be included in his response/objection, all issues that we anticipated would be addressed at the evidentiary hearing. The fact that Mr. Peterson and/or his client are again ill prepared to deal with issues before the Court despite more than five months to do so is no reason for a continuance or fees.

But, again, my client will take the high road. The objection itself does not seek a continuance. It simply states that the motion should be denied due to lack of supporting documentation (although it was Mr. Peterson who demanded that the supporting documentation be provided via an evidentiary hearing). Mr. Peterson's email seeks a continuance. If a continuance is to be granted, my client would request that any such continuance be granted on the following conditions: (1) that there be a formal order indicating the continuance is being granted at Plaintiff's request; (2) that the Order include deadlines by which the parties will exchange all income information, paystubs, etc., including any documents or evidence to be introduced at trial; (3) that my client be permitted to appear via zoom at the continued hearing.

I apologize for the necessity to make a position statement by email, but I will need to advise my client sooner rather than later of the results of Mr. Peterson's untimely request.

-Rob

Robert J. Galbraith
NOONEY & SOLAY, LLP
PHONE: 605-721-5846

From: nick@rushmorelaw.com <nick@rushmorelaw.com>
Sent: Monday, July 29, 2024 11:11 AM
To: 'Roetzel, Judge Scott' <Scott.Roetzel@ujs.state.sd.us>; Robert Galbraith <Robert@nooneysolay.com>; 'Shaffer, Sheila' <Sheila.Shaffer@ujs.state.sd.us>
Cc: 'Jennifer Mellendorf' <Jennifer@rushmorelaw.com>
Subject: RE: 51DIV20-166

Judge Roetzel and Counsel,

Defendant has yet to provide the financial documents needed to adequately prepare for an evidentiary hearing on the motion to modify child support in this matter. Specifically, I have not been provided Mr. Bulyca's current income documentation to support a modification of child support, including any information to support Defendant experienced a change in employment. In an effort to save time, I would request the Court to either continue the matter to another date to allow the parties to exchange the necessary documents and potentially reach a resolution, or have the parties work with a child support referee to determine whether a modification of child support is appropriate. My client is willing to work with a child support referee to reduce costs.

Please let me know if there are any questions, or if there is anything else needed from me.

Thanks,

Nicholas J. Peterson
Pasqualucci & Peterson P.C.
550 N. 5th Street
Rapid City, SD 57701
605-721-8821
605-593-8896 (Fax)
Nick@rushmorelaw.com

From: Roetzel, Judge Scott <Scott.Roetzel@uis.state.sd.us>
Sent: Monday, July 1, 2024 11:49 AM
To: Robert Galbraith <Robert@noonevsolay.com>; Shaffer, Sheila <Sheila.Shaffer@uis.state.sd.us>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: RE: 51DIV20-166

Hello. Yes. Please coordinate with Sheila.

<image001.png>

From: Robert Galbraith <Robert@noonevsolay.com>
Sent: Monday, July 1, 2024 11:13 AM
To: Roetzel, Judge Scott <Scott.Roetzel@uis.state.sd.us>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: FW: [EXT] 51DIV20-166

Bulyca v. Bulyca; 51DIV20-166

Judge Roetzel,

There is a Motion to Amend Child Support pending in this matter. There was no response filed to the motion, but Mr. Peterson appeared at the hearing and asked that it either be referred to a referee or an evidentiary hearing be set. Judge Pfeifle ruled that he would order whichever was requested by my client. I have included a short portion of the emails with Judge Pfeifle below confirming that it was to be set for an evidentiary hearing. Unfortunately, we were not able to find a date that works for everyone before Judge Pfeifle's retirement. I believe two hours will be sufficient. Would you like us to coordinate the hearing through you or court administration? Thanks in advance for your time and consideration.

-Rob

Robert J. Galbraith
NOONEY & SOLAY, LLP
PHONE: 605-721-5846

From: Pfeifle, Judge Craig <Craig.Pfeifle@uis.state.sd.us>
Sent: Wednesday, May 15, 2024 10:10 AM
To: Robert Galbraith <Robert@noonevsolay.com>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: RE: 51DIV20-166

I do recall the request and the response for a hearing. I will set a hearing based upon that response. Finding a couple hours may be challenging; I'll do that once out of trial.

CAP

From: Robert Galbraith <Robert@noonevsolay.com>
Sent: Wednesday, May 15, 2024 10:05 AM

To: Pfeifle, Judge Craig <Craig.Pfeifle@uds.state.sd.us>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: [EXT] 51DIV20-166

Judge Pfeifle,

As the Court may recall, we had a hearing on the attached Motion to Amend Child Support on March 21. Mr. Peterson, on behalf of Ms. Bulyca, asked that the matter either be submitted to a referee or for an evidentiary hearing. I would like to get this matter on the calendar for an evidentiary hearing on my client's motion. I think two hours would be sufficient. Please let me know if we should coordinate through you or court administration.

-Rob

Robert J. Galbraith
NOONEY & SOLAY, LLP
PHONE: 605-721-5846

<2024.02.16 Motion to Amend Child Support.pdf>
<2024.02.16 Notice of Hearing.pdf>

Robert Galbraith

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Sent: Tuesday, September 17, 2024 7:48 AM
To: 'Roetzel, Judge Scott'; Robert Galbraith
Cc: 'Shaffer, Sheila'; 'Jennifer Mellendorf'; Logan Pokorny
Subject: RE: 51DIV20-166

Your Honor,

I would appreciate the time to review the discovery and believe a new hearing date is appropriate.

Nicholas J. Peterson
Pasqualucci & Peterson P.C.
550 N. 5th Street
Rapid City, SD 57701
605-721-8821
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Given the documents recently provided, the conflict between parties and the request for personal appearance, the Court would be willing to set a new date for this hearing to allow parties to get organized. Thoughts?



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Judge Roetzel,

EXHIBIT

9

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Sent: Monday, September 16, 2024 12:56 PM

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To: Nick Peterson <nick@rushmorelaw.com>; Robert Galbraith <Robert@nooneysolay.com>

Cc: Shaffer, Sheila <Sheila.Shaffer@uds.state.sd.us>; Jennifer Mellendorf <jennifer@rushmorelaw.com>

Subject: RE: 51DIV20-166

The Court will GRANT to continuance at Plaintiff's request. Please contact Sheila regarding a new date that works for both parties. Be advised, that the deadline for production of documents will be 30 days before that date. As far as the ZOOM request, I will take under advisement, but I am inclined to require all parties to be present.



Scott A. Roetzel | *Circuit Judge*

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To: Robert Galbraith <Robert@nooneysolay.com>

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Subject: Re: [EXT] 51DIV20-166

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Sent from my iPhone

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Judge Roetzel and Mr. Peterson,

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were deposed regarding their income prior to that hearing, and information including their income, budgets, and finances were fully presented to the Court. In February, my client filed a Motion to Amend Child Support. That document, a copy of which is attached, provided that the proposed support calculation (which was attached) utilized the parties' income numbers fully developed for the prior hearing. A hearing was noticed from March 21 (also attached). There was no objection, response, request for information, or communication whatsoever received between the filing of the motion and the hearing. In fact, Mr. Peterson acknowledged at the hearing on March 21 that he either did not see or open the Motion and Notice of Hearing or had forgotten about them until he saw this case on the Court's calendar in the courthouse while at another hearing that same morning. He acknowledged that he did not have any information to provide to the Court and complained that he hadn't received any information or a phone call leading up to the hearing, before admitting to Judge Pfeifle based on the Court's questioning that he did receive the Notice of Hearing on this issue for that day. Mr. Peterson asked that the matter be referred to a referee or that an evidentiary hearing be set so that he could present necessary information on behalf of his client. Judge Pfeifle indicated that perhaps Mr. Peterson and his client didn't get to fully develop their record on child support at the prior hearing so he would allow for an evidentiary hearing or refer to a referee at my client's option. Thereafter, either Mr. Peterson or his client were not available for any of the dates offered by Judge Pfeifle to hear this matter (I can certainly provide the emails with the Judge Pfeifle if the court wants to see them). After Judge Pfeifle's retirement, this matter was reset with Judge Roetzel. Again, there have been no requests, no discovery, and not a single communication from Mr. Peterson or his client until this email two days before the hearing (his objection would have been due by statute, first on March 14, 2024 and now by July 24, 2024). These issues, if they were actual issues, could have been addressed during the emails between the Court and counsel 30 days ago when this hearing was scheduled, but they were not. Interestingly enough, while Mr. Peterson complains to the Court that he hasn't received any information from my client, Mr. Peterson fails to point out that his client has a new job and has not provided any information whatsoever, including a proposed calculation to be included in his response/objection, all issues that we anticipated would be addressed at the evidentiary hearing. The fact that Mr. Peterson and/or his client are again ill prepared to deal with issues before the Court despite more than five months to do so is no reason for a continuance or fees.

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I apologize for the necessity to make a position statement by email, but I will need to advise my client sooner rather than later of the results of Mr. Peterson's untimely request.

-Rob

Robert J. Galbraith
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To: 'Roetzel, Judge Scott' <Scott.Roetzel@uds.state.sd.us>; Robert Galbraith <Robert@nooneysolay.com>; 'Shaffer, Sheila' <Sheila.Shaffer@uds.state.sd.us>
Cc: 'Jennifer Mellendorf' <jennifer@rushmorelaw.com>
Subject: RE: 51DIV20-166

Judge Roetzel and Counsel,

Defendant has yet to provide the financial documents needed to adequately prepare for an evidentiary hearing on the motion to modify child support in this matter. Specifically, I have not been provided Mr. Bulyca's current income documentation to support a modification of child support, including any information to support Defendant experienced a change in employment. In an effort to save time, I would request the Court to either continue the matter to another date to allow the parties to exchange the necessary documents and potentially reach a resolution, or have the parties work with a child support referee to determine whether a modification of child support is appropriate. My client is willing to work with a child support referee to reduce costs.

Please let me know if there are any questions, or if there is anything else needed from me.

Thanks,

Nicholas J. Peterson
Pasqualucci & Peterson P.C.
550 N. 5th Street
Rapid City, SD 57701
605-721-8821
605-593-8896 (Fax)
Nick@rushmorelaw.com

From: Roetzel, Judge Scott <Scott.Roetzel@uds.state.sd.us>
Sent: Monday, July 1, 2024 11:49 AM
To: Robert Galbraith <Robert@nooneysolay.com>; Shaffer, Sheila <Sheila.Shaffer@uds.state.sd.us>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: RE: 51DIV20-166

Hello. Yes. Please coordinate with Sheila.

<image001.png>

From: Robert Galbraith <Robert@nooneysolay.com>
Sent: Monday, July 1, 2024 11:13 AM
To: Roetzel, Judge Scott <Scott.Roetzel@uis.state.sd.us>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: FW: [EXT] 51DIV20-166

Bulyca v. Bulyca; 51DIV20-166

Judge Roetzel,

There is a Motion to Amend Child Support pending in this matter. There was no response filed to the motion, but Mr. Peterson appeared at the hearing and asked that it either be referred to a referee or an evidentiary hearing be set. Judge Pfeifle ruled that he would order whichever was requested by my client. I have included a short portion of the emails with Judge Pfeifle below confirming that it was to be set for an evidentiary hearing. Unfortunately, we were not able to find a date that works for everyone before Judge Pfeifle's retirement. I believe two hours will be sufficient. Would you like us to coordinate the hearing through you or court administration? Thanks in advance for your time and consideration.

-Rob

Robert J. Galbraith
NOONEY & SOLAY, LLP
PHONE: 605-721-5846

From: Pfeifle, Judge Craig <Craig.Pfeifle@uis.state.sd.us>
Sent: Wednesday, May 15, 2024 10:10 AM
To: Robert Galbraith <Robert@nooneysolay.com>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: RE: 51DIV20-166

I do recall the request and the response for a hearing. I will set a hearing based upon that response. Finding a couple hours may be challenging; I'll do that once out of trial.

CAP

From: Robert Galbraith <Robert@nooneysolay.com>
Sent: Wednesday, May 15, 2024 10:05 AM
To: Pfeifle, Judge Craig <Craig.Pfeifle@uis.state.sd.us>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: [EXT] 51DIV20-166

Judge Pfeifle,

As the Court may recall, we had a hearing on the attached Motion to Amend Child Support on March 21. Mr. Peterson, on behalf of Ms. Bulyca, asked that the matter either be submitted to a referee or for an evidentiary hearing. I would like to get this matter on the calendar for an

evidentiary hearing on my client's motion. I think two hours would be sufficient. Please let me know if we should coordinate through you or court administration.

-Rob

Robert J. Galbraith
NOONEY & SOLAY, LLP
PHONE: 605-721-5846

<2024.02.16 Motion to Amend Child Support.pdf>
<2024.02.16 Notice of Hearing.pdf>

Child Support Obligation Calculator

This child support obligation calculator is based on the South Dakota Child Support Guideline laws and is intended to provide the basic support obligation for child support for combined monthly Net Income to \$30,000. Deviations and adjustments (for child care, visitation, or other factors) the court may allow are not included in the calculation of the basic support obligation. All amounts listed must be monthly.

It is presumed a parent is capable of earning at least minimum wage except as provided in SDCL 25-7-6.26. If disabled, use actual amount of benefits.

Select the number of children for this obligation calculation. 02 ▼ children.

Gross Monthly Income:

* Required Field.

Parent 1

Non-Custodial

\$ 1580

Parent 2

Custodial

* \$ 7573

*

Deductions to Gross Income: The FIT, Social Security and Medicare deductions will automatically formulate when you click on calculate.

FIT (Federal Income Tax Withheld)	\$ 35	\$ 985
Social Security	\$ 97	\$ 470
Medicare	\$ 23	\$ 110
Retirement	\$ 0	\$ 0

Other Allowable Deductions See [SDCL 25-7-6.7](#)

Comments:	\$ 0	\$ 0
-----------	------	------

Comments:	\$ 0	\$ 0
-----------	------	------

Monthly Net Income	\$ 1405	\$ 6008
Combined Monthly Net Income	\$ 7413	
% Combined Income	19%	81%
Total Support Obligation	\$ 1791	
Individual Parent Support Obligation	\$ 340	\$ 1451
Non-Custodial Parent Net Income Only	\$ 541	
Monthly Child Support Obligation	\$ 340	

Monthly Medical Insurance Payment	\$ 591	\$ 0
-----------------------------------	--------	------

Amount Adjusted for Medical	\$ 479	\$ 0
Adjusted Monthly Child Support Obligation	\$ -139	

Medical insurance is considered reasonable in cost if the cost attributable to the child is equal to or less than 8% of the net income, after proportionate medical support credit is applied, of the parent ordered to maintain insurance, and the amount is specified in the order. (SDCL 25-7-6.16)

Parent 1 8% Limit \$ 112

Parent 2 8% Limit \$ 481

The calculator provides only an estimate and is not a guarantee of the amount of child support that may be may affect the amount of child support awarded.

EXHIBIT

10

Child Support Obligation Calculator

This child support obligation calculator is based on the South Dakota Child Support Guideline laws and is intended to provide the basic support obligation for child support for combined monthly Net Income to \$30,000. Deviations and adjustments (for child care, visitation, or other factors) the court may allow are not included in the calculation of the basic support obligation. All amounts listed must be monthly.

It is presumed a parent is capable of earning at least minimum wage except as provided in SDCL 25-7-6.26. If disabled, use actual amount of benefits.

Select the number of children for this obligation calculation. 02 ▼ children.

Gross Monthly Income:

* Required Field.

Parent 1

Non-Custodial

\$ 6829

Parent 2

Custodial

* \$ 7573

*

Deductions to Gross Income: The FIT, Social Security and Medicare deductions will automatically formulate when you click on calculate.

FIT (Federal Income Tax Withheld)	\$ 823	\$ 985
Social Security	\$ 423	\$ 470
Medicare	\$ 99	\$ 110
Retirement	\$ 0	\$ 0

Other Allowable Deductions See [SDCL 25-7-6.7](#)

Comments:	\$ 0	\$ 0
-----------	------	------

Comments:	\$ 0	\$ 0
-----------	------	------

Monthly Net Income	\$ 5484	\$ 6008
Combined Monthly Net Income	\$ 11492	
% Combined Income	48%	52%
Total Support Obligation	\$ 2409	
Individual Parent Support Obligation	\$ 1156	\$ 1253
Non-Custodial Parent Net Income Only	\$ 1516	
Monthly Child Support Obligation	\$ 1156	

Monthly Medical Insurance Payment	\$ 591	\$ 0
-----------------------------------	--------	------

Amount Adjusted for Medical	\$ 307	\$ 0
Adjusted Monthly Child Support Obligation	\$ 849	

Medical insurance is considered reasonable in cost if the cost attributable to the child is equal to or less than 8% of the net income, after proportionate medical support credit is applied, of the parent ordered to maintain insurance, and the amount is specified in the order. (SDCL 25-7-6.16)

Parent 1 8% Limit \$ 439

Parent 2 8% Limit \$ 481

The calculator provides only an estimate and is not a guarantee of the amount of child support that may be ordered. It may affect the amount of child support awarded.

EXHIBIT

11

1 STATE OF SOUTH DAKOTA)
) SS.
2 COUNTY OF PENNINGTON)
3

IN CIRCUIT COURT
SEVENTH JUDICIAL CIRCUIT

4 LINNEA BULYCA,)
) Petitioner,)
5)
6 -vs-)
)
7 CASEY BULYCA,)
) Defendant,)
8)
9

VOLUME I
Court File: DIV 20-166
MOTION HEARING

10 BEFORE: THE HONORABLE SCOTT ROETZEL
11 CIRCUIT COURT JUDGE, at
12 Rapid City, South Dakota, on
13 November 6, 2024
14

15
16
17 APPEARANCES:

18 For the Petitioner: Nicholas Peterson
19 Attorney for Petitioner
20 Rapid City, South Dakota

21 For the Respondent: Robert Galbraith
22 Attorney for Respondent
23 Rapid City, South Dakota
24
25

1		<u>INDEX</u>			
2	WITNESSES:	DIRECT	CROSS	REDIRECT	RECROSS
3	Defense Witness				
4	Casey Bulyca	7	25	48	63
5	Linnea Bulyca	66			
6					
7					
8	EXHIBITS	OFFERED	ACCEPTED	REJECTED	
9	DEFENSE EXHIBITS				
10	Exhibit 1	14	14		
11	Exhibit 3	15	15		
12	Exhibit 4	15	15		
13	Exhibit 2	16	16		
14	Exhibit 7	61	61		
15	PETITIONER'S EXHIBITS				
16	Exhibit 9	33	33		
17	Exhibit 13	33	33		
18	Exhibit 11	37	37		
19	Exhibit 17	37	37		
20	Exhibit 10	48	48		
21	Exhibit 5	67	67		
22	Exhibit 6	67	67		
23	Exhibit 3	72	72		
24	Exhibit 4	72	72		
25					

1 THE COURT: Okay. I'm gonna move the camera here. There,
2 how does that look? That look okay?

3 MR. BULYCA: Yes Sir.

4 THE COURT: Now let's see, why's he not on my screen? Don't
5 like that. Why is it not going onto my screen? I was just using
6 it today and it worked out just fine. You wanna go get um,
7 Heather, real quick? Sorry Sir, we're having a problem jumping
8 it to the screen. Last time the projector was having issues.

9 MR. CASEY: Understood no problem.

10 MR. GALBRAITH: Yo-do yo-it is it okay to do some
11 housekeeping--

12 THE COURT: Yes.

13 MR. GALBRAITH: --Now while we're waiting?

14 THE COURT: Yep.

15 MR. GALBRAITH: So the, ex-the Plaintiff's exhibit 3, of
16 which Mr. Peterson just handed you a new copy?

17 THE COURT: Correct.

18 MR. GALBRAITH: Um, I've, I've gone through that. At the
19 time we submitted calculations we did not have updated
20 information from the Plaintiff.

21 THE COURT: Okay?

22 MR. GALBRAITH: Uh, we now do. So, for the Plaintiff's
23 column, for parent two custodial in exhibit 3, we would
24 stipulate to those numbers.

25 THE COURT: And--

1 MR. GALBRAITH: So I think the issue would be today,
2 limited to, to my client, the non-custodial parent--
3 THE COURT: How much, yeah--
4 MR. GALBRAITH: --the Defendant's--
5 THE COURT: Okay.
6 MR. GALBRAITH: --Income information.
7 MR. PETERSON: I would agree. I would still intend on
8 calling her, briefly. But I agree.
9 (Off record conversation takes place between Court and Heather
10 regarding zoom which will include brief interaction with
11 witness.)
12 THE COURT: Well, we started a little bit, I kinda jumped
13 the gun before I got you on the phone, is it Bulca?
14 MR. BULYCA: Bulyca.
15 MR. GALBRAITH: Bulyca.
16 THE COURT: Bulyca. So I'll have Mr. Galbraith again,
17 introduce yourself and your client.
18 MR. GALBRAITH: Rob Galbraith, Your Honor, and Casey Bulyca
19 via Zoom.
20 THE COURT: And Mr. Peterson.
21 MR. PETERSON: Nick Peterson for Linnea Bulyca.
22 THE COURT: Well good afternoon everybody. We are here on
23 the Defendant's motion to amend child support, is that correct?
24 MR. GALBRAITH: Yes, Your Honor.
25 MR. PETERSON: Correct.

1 MR. BULYCA: Casey Ray Bulyca. Last name is B-U-L-Y-C-A.

2 THE COURT: Thank you. Mr. Galbraith.

3 MR. GALBRAITH: Thank you, Your Honor.

4 DIRECT EXAMINATION

5 Q [BY MR. GALBRAITH] Uh, Casey I'm gonna sit here at the mic
6 because that'll help you hear me the best but if I trail away
7 from it a little bit just let me know and I'll make sure that I
8 get back to it and you can hear everything I say, sound good?

9 A Sounds great.

10 Q Okay. Casey if you would please, explain to the Court what it
11 is you do for a living?

12 A So I run and um, own and operate a trucking business. Oh, which
13 means, you know, I do everything. I mean I was in a truck
14 yesterday and I work on trucks and I, you know do administrative
15 work and I kinda do a little bit of everything in terms of
16 running that business.

17 Q What took you into owning and running a trucking business?

18 A Um, I, I had run into some things with uh, some really un-we
19 poor business practices of some of the company we're working
20 for. Um, and I recognize that I needed to try to figure out how
21 to do something on my own. In addition to that, I recognize
22 that doing what I was doing was never gonna be able to spend the
23 time with my kids that I could uh, if I was able to manage my
24 life um, on my own. And so that's what, what drove me to doing
25 what I'm doing.

1 Q Uh, and so not to say it's a, a moving target but as with any
2 party's income, income changes and ya have to modify to meet
3 that, right?
4 A Yes.
5 Q Okay and as a part of the process in exchanging documents and
6 preparing for a hearing uh, you went and gathered some
7 information that you didn't have at the time uh, of the
8 September 2023, hearing or even when your motion to modify child
9 support was filed, fair?
10 A Correct, yes.
11 Q Do you have, Casey, um, e-either paper copy or digital copy with
12 you uh, the exhibits that I had provided, the one I think I'd
13 sent that said our exhibits, uh, exhibit 1, do you have that?
14 A Yes.
15 Q Okay um, and that for the, the Court should have Defendant's
16 exhibit notebook up there and that would be the one that we're
17 looking from. A copy's been provided to Mr. Peterson as well.
18 Uh, what is exhibit 1, Casey?
19 A Uh, that is my owner's drawings from the business.
20 Q Okay--
21 A Uh, for myself.
22 Q --Um, and so that is, if I look at it up top, it says from 1-1-
23 24 to 12-31-24, do you see that?
24 A Yes. I think we went year to date and stops at 12, 7-31, when I
25 sent it.

1 Q Okay and if we look down the left hand column it has all of the
2 dates of those uh, ranging from January 5 to 7-31, do you see
3 that?
4 A Yes.
5 Q Now, who are, who are the owners of Bull Dog Enterprises?
6 A Uh, myself.
7 Q Okay. Now when you have on, well, let me ask this question.
8 Does Bull Dog Enterprises have employees?
9 A Yes.
10 Q Who are the employees of Bull Dog Enterprises?
11 A Uh, I've got, well, at the time this was done there was three,
12 now we have eight employees.
13 Q And so I, I assume you have some drivers, right?
14 A Yes.
15 Q Uh, d-what do you have other than drivers?
16 A Um, I gotta, I mean, primarily everyone drives but Olga is my, I
17 mean, she's my, w-I mean we work together.
18 Q And uh, Olga's your significant other, right?
19 A Yes.
20 Q You guys are not married but live together?
21 A Yes.
22 Q How long have you and Olga lived together?
23 A Uh, four years.
24 Q How does Olga get paid?
25 A Uh, we split the income from the business.

1 Q Okay. Um, so if I look at exhibit 1, where you have uh, debits,
2 say for example on January 5, of '24, there is a debit for
3 \$4,654.16. Who is that payment to?

4 A Uh, that would be to a joint credit card. Most of our payments,
5 we, to make it simple we pay for pretty well all of our personal
6 expenses with a credit card and then we just pay it off as an
7 owner's draw.

8 Q Okay. When, when you go-so when you guys issue an owner's draw
9 um, say that \$4,654.00, is that all your income? Is it all her
10 income? How do you guys divvy up the income within your enter-
11 within Bull Dog Enterprises?

12 A 50/50.

13 Q Okay.

14 A I mean we're, we, we share the burden of everything.

15 Q So, okay, so for the owner's draws that are down the debit
16 column, would that be true for all of those? Um, say for
17 example if I, if I see a \$1,000.00 owner draw um, like exists on
18 February 8, would that be essentially a 50/50 draw to the both
19 of you?

20 A Yes.

21 Q So there's, there's totals down at the bottom of that, the, the
22 total draws that you had taken from January of 2024 to July of
23 2024, was \$47,491.69, is that true?

24 A Yes.

25 Q And there's another column next to that for, for child support

1 and alimony. Do you also essentially take a draw out of the
2 company to pay your child support and alimony?

3 A Yes.

4 Q Okay, and, uh, Olga's not responsible for that, right?

5 A Correct.

6 Q So the \$24,059.00, the totality of that would be essentially a
7 draw payment to you for purposes of paying your child support
8 and alimony?

9 A Correct.

10 Q And the \$47,491.69, that would be what the two of you have taken
11 out, is that fair?

12 A Yes Sir.

13 Q So just gonna do a little bit of math Casey, on a calculator
14 and, and you can certainly do it to if you need to, but if I
15 take \$47,491.00, and I typed it wrong so bear with me here. And
16 69 cents and I divide that by two, the total is \$23,745.85. Does
17 that sound right?

18 A Yes Sir.

19 Q And, and then to figure out what was paid to Casey, I would also
20 add all of the child support and alimony draws, do you agree
21 with that?

22 A Yes.

23 Q And so if I do that I get a total of \$47,804.85. Does that
24 sound about right?

25 A Yes Sir.

1 Q And that was over the seven month period from January through
2 July?
3 A Yes.
4 Q So if I divide that by seven, the total draw to Casey was
5 \$6,829.00. Does that sound about like what you get per month?
6 A Yes.
7 Q And I don't know if you recall or not Casey, but the number that
8 was used with Judge Pfeifle, in September of 2023, and the
9 numbers that was included in your initial motion to modify
10 support was \$5,300.00. Does that sound right?
11 A Yeah.
12 Q And, and so in looking at this, you're okay as we sit here today
13 in front of this Court, acknowledging an increase in your income
14 to, to the \$6,829.00 that's reflected in the draws that you took
15 from the company in 2024?
16 A Yes Sir.
17 Q Now there's also some information that you provided through
18 discovery for another company there, a Bull Dog Logistics?
19 A Yes.
20 Q How many draws have you taken from Bull Dog Logistics?
21 A None.
22 Q Okay. Is that a, a new company?
23 A Yeah, it's a new company as of the end of last year.
24 Q That Bull Dog Logistics wasn't in your 2023 tax return, so I
25 assume it didn't have any revenue, profit or anything else in

1 2023?

2 A Zero income, yes.

3 Q So it's, it's an up and coming and you haven't been able to take

4 money out of that yet?

5 A Correct.

6 MR. GALBRAITH: And I apologize Your Honor, I probably just

7 kept plugging through. I would move to admit Exhibit 1.

8 THE COURT: Any objection?

9 MR. PETERSON: No objection.

10 THE COURT: One will be admitted.

11 CONTINUED DIRECT EXAMINATION

12 Q (BY MR. GALBRAITH) Casey when did you start doing work under

13 Bull Dog Enterprises?

14 A Uh, I opened Bull Dog Enterprises, May 5, 2022.

15 Q And I'm gonna jump around briefly so bear with me. If you would

16 go to exhibit 3, tell me Casey, and you'll kind of have to a-

17 stand back a little bit. If you look at the, what are called,

18 base numbers in the bottom right hand corner, C Bulyca 0024 is

19 the cover page of the return, what is that?

20 A W-what was the number of that, I'm sorry?

21 Q So exhibit 3, base number 0024?

22 A 0024, um, this is my 2022 tax return.

23 Q Okay. A-would this be a true and correct copy of your 2022 tax

24 return?

25 A Yes.

1 MR. GALBRAITH: I'd move to admit exhibit 3.

2 THE COURT: Any objection?

3 MR. PETERSON: No objection.

4 THE COURT: Three will be admitted.

5 CONTINUED DIRECT EXAMINATION

6 Q (BY MR. GALBRAITH) And Casey, if you'd look at exhibit 4, what
7 is exhibit 4?

8 A Uh, that was my um, W2 earnings for 2022.

9 MR. GALBRAITH: Would move to admit exhibit 4.

10 THE COURT: Mr. Peterson?

11 MR. PETERSON: No objection.

12 THE COURT: It'll be admitted.

13 CONTINUED DIRECT EXAMINATION

14 Q (BY MR. GALBRAITH) So I kind of jumped around on you a little
15 bit Casey, but I'm, I'm back at, now in exhibit 3 on page 24.
16 Um, we see in your 1040 in line 1A, your W2 income from AP
17 Logistics that year was \$16,374.00, do you see that?

18 A Yes.

19 Q And you had in line eight um, you had some other income from
20 schedule 1, do you see that?

21 A Yes.

22 Q Now if you just kinda page back through that document, I might
23 of went past it. You had some i-really some loss from Bull Dog
24 Enterprise that year, is that right?

25 A Correct.

1 Q Um, so that kind was that at the time that Bull Dog Enterprises
2 was kinda up and coming and getting started?
3 A Yes. Yeah, we had, we had a couple of trucks and um, we were
4 very, very slow starting out and I was working as a consultant
5 through Bull Dog Enterprises uh, for uh, a base company.
6 Q I don't wanna spend too much time on those documents but I do
7 want the Court to understand Casey, that it, so Bull Dog
8 Enterprises for 2023, still showed a loss. Obviously we don't
9 have 2024 done yet. Um, 1-1-is 2023, which we're gonna focus on
10 in some detail, was that an anomaly or a down year, or, or covid
11 really gotcha or anything like that, or is that about like a
12 normal year as you've been growing Bull Dog Enterprises?
13 A It's about a normal year as we're growing Bull Dog Enterprises.
14 Q Uh, and obviously we can see from your 2022 return, it's not as
15 though that there was a whole bunch of money two years ago,
16 either that somehow, something happened. Um, so let's look at
17 2023 Casey, cause that's the most recent uh, tax return that we
18 have. Go to exhibit 2 if you would.
19 A Alright.
20 Q And if you'd kinda flip back to page 64, what is in exhibit 2?
21 A Uh, this would be my 2023 tax return.
22 MR. GALBRAITH: Would move to admit exhibit 2.
23 MR. PETERSON: No objection.
24 THE COURT: Thank you. It'll be admitted.
25 CONTINUED DIRECT EXAMINATION

1 Q (BY MR. GALBRAITH) For 2023 Casey, did you have any W2 income?
2 A No Sir.
3 Q So that year was just all Bull Dog Enterprises?
4 A Yes.
5 Q And if we go down to line eight on page 64, we see your total,
6 really lines eight and nine, your total income for 2023, was a
7 loss of \$3,587.00?
8 A Yes.
9 Q So go back one more page. Go to page 65 just for a minute.
10 Your tax return has on there that your tax preparer was a, a
11 Jenny Steinets (phonetic), a CPA--
12 A Yes.
13 Q --At Casey Peterson?
14 A That is correct.
15 Q Kinda goes without saying now, but do you do your own taxes?
16 A No Sir.
17 Q Do you hand your books over to, to um, certified special
18 accountant, a CPA at Casey Peterson, and say "make sure I do
19 this right"?
20 A Yeah, hundred percent.
21 Q Okay. Uh, and so they are essentially cross checking the things
22 that are in your records to make sure that you get an accurate
23 tax return submitted to the Internal Revenue Service?
24 A Yes.
25 Q Okay. Go back to page 68, if you would Casey?

1 A Okay.

2 Q Are you there?

3 A Yes Sir.

4 Q Uh, if we look at the, the Schedule C for Bull Dog Enterprises,
5 um, the gross receipts or sales, Bull Dog Enterprises had some
6 good gross receipts, right, \$602,724.00?

7 A Yes Sir.

8 Q Does that mean that Casey Bulyca put \$602,724.00 in his pocket?

9 A Absolutely not. I wish, that'd been great but no, um,
10 unfortunately with trucking there is a lot of expense that goes
11 along with it.

12 Q Okay. So as we work down through the things that Casey Peterson
13 then took off of your gross receipts, the first one in line
14 four, is your cost of goods sold, do you see that?

15 A Yes.

16 Q What were your costs of goods sold for 2023?

17 A Uh, \$347,000.00.

18 Q Okay and now Casey, just because of the nature of tax returns we
19 get to do some flipping back and forth, but if, if you look at
20 line four, it says costs of goods sold from line 42. Go back
21 one page and we can see your costs of goods sold on line 42, do
22 you see that?

23 A Uh, yeah, hang on. Yes.

24 Q Okay uh, so we see that \$347,000.00 in line 42, do you see that?

25 A Yes.

1 Q Okay and then that refers us to more lines, it says subtract
2 line 41 from line 40. Forty-one is inventory at end of year and
3 you don't carry inventory, right?
4 A No Sir.
5 Q Uh, and line 40 is a combination of lines 35 through 39. Um,
6 line 37 is cost of labor, not including anything paid to
7 yourself. You had a \$144,514.00?
8 A Sounds right.
9 Q So those are essentially your labor costs. That, that's what
10 you're paying people to work for you?
11 A Yes.
12 Q Now could you have \$600,000.00 of gross receipts without paying
13 people to go do things on your behalf?
14 A No.
15 Q Okay. Uh, and then there's \$202,000.00 for other costs and a
16 reference to statement 1. I'm gonna get you there too. If you
17 go to 83, in the bottom righthand corner, we can see that page
18 83 is statements 1, 2 and 3, do you see that?
19 A Um, almost there. Yes.
20 Q Okay and so if we look at, at the top one, that statement 1,
21 right in the, the top righthand corner, it says statement 1, uh,
22 the \$202,000.00 was commercial truck expense. Do you, do you
23 have like lease hold haulers or what is that?
24 A That's, I mean, truck payments, fuel, it's everything. It's all
25 the expenses that go into trucks.

1 Q Okay. Do you have lease, lease haulers too? Do you like have
2 leases of trucks or do you lease people to haul for you?
3 A We do, we do now. We didn't then.
4 Q Okay and obviously everything that went into your trucking
5 expenses, that would have been provided to and verified by Casey
6 Peterson?
7 A Yes.
8 Q Okay. I'm gonna have you jump back to page 58. So that page,
9 then Casey, has a bunch of other expenses that are deducted out
10 of your, your gross receipts and your gross income. So for
11 example line eight is advertising. Do you have advertising
12 expenses within your business?
13 A Yes.
14 Q Now I, does that mean like you physically, I mean so, part of
15 what the Court has to do is the Court has to decide if you have
16 what are like real out of pocket expenses or sometimes in tax
17 returns we have expenses where we don't actually incur them but
18 the law allows us to take a deduction. Is that an out of pocket
19 expense where you pay \$4,700.00?
20 A Yes.
21 Q And similarly, your cost of goods sold for your labor and your
22 trucking, are, are those out of pocket expenses where you have
23 to pay somebody those monies?
24 A Yes Sir.
25 Q Okay. Um, car and truck expense in line nine, do you see that

1 one?

2 A Yes.

3 Q W-what is that one?

4 A Uh, it's vehicle expenses um, and truck expenses. I think uh,
5 maintenance etc., payments.

6 Q And, and it says see instructions and obviously with the IRS
7 that can get burdensome, but the line nine, Schedule C
8 instructions talk about actual expenses of operating car or
9 truck or standard mileage rates. So those are out of pocket
10 expenses to you, the expenses that you paid to use those
11 vehicles?

12 A Yes Sir.

13 Q Okay. I'm gonna jump over quick uh, Casey, depreciation because
14 that one makes us go to another page again. Um, so line 14 is
15 employee benefits programs. What's that?

16 A Uh, medical insurance.

17 Q So out of pocket that you pay um, for employee benefits, health
18 insurance, stuff like that?

19 A Yes.

20 Q Okay and that, that's says other than on line 19, line 19 is
21 like pension and profit sharing plans, you don't, you haven't
22 paid anything for that. Do you fund your own pension or profit
23 sharing or anything like that?

24 A No.

25 Q Okay. Line 15 is for insurance other than health. What's that?

1 A Uh, that's gonna be truck and vehicle insurance. Uh, it's gonna
2 be general liabilities and it's gonna be truck insurance and
3 it's gonna be um, just all of our insurance costs to run the
4 business.
5 Q Again those are out of pocket expenses?
6 A Yes.
7 Q Okay. Line 18 is office expenses. Is that computer, supplies?
8 What are office expenses?
9 A Yeah, all of that computers, office supplies, paper, printer,
10 etc.
11 Q Out of pocket expenses?
12 A Yes Sir.
13 Q Uh, line 20 is rent or lease of vehicles, machinery and
14 equipment. Did you rent or lease some vehicles, machinery or
15 equipment?
16 A Yes.
17 Q Uh, and so those again are, are expenses that you had to pay out
18 of pocket and you then deduct from your tax return?
19 A Yes.
20 Q Uh, 22 are supplies which are not included in part 3, um, again
21 when you're purchasing supplies for the business, you pay those
22 out pocket, right?
23 A Yes.
24 Q Twenty-four A, travel. What's i-what's in travel?
25 A Flights, uh, miles, meals, etc.-

1 Q Hotels?

2 A --For traveling, hotels.

3 Q Again, out of pocket expenses?

4 A Yes.

5 Q Deductible meals which, has some pretty specific instructions

6 under IRS Guidelines, as far as being traveling or being away

7 from you home area, but those are also out of pocket expenses,

8 right?

9 A Yes.

10 Q Utilities are out of pocket expenses?

11 A Yes.

12 Q And then other expenses from line 48. Again if you go back one

13 page we have line 48, bank fees, credit card fees, licenses,

14 software subscriptions, safety, are those all out of pocket

15 expenses?

16 A Yes.

17 Q Okay. Let's jump back to depreciation, because depreciation you

18 don't actually physically pay somebody, right?

19 A Correct.

20 Q Okay so on line 13, we see your depreciation uh, and that's back

21 just a couple pages in that document uh, on page 70. Do you see

22 your depreciation spread sheet?

23 A Yes.

24 Q And so you have in there uh, a Mack Truck, a Western Star floor

25 trailer, a one ton pickup, floor trailer and a

1 Peterbilt, six items that have been depreciated, right?

2 A Yes.

3 Q Now ultimately you depreciate those because over time they lose

4 value to you, is that fair?

5 A Yes.

6 Q And at some point and time you gotta replace them, right?

7 A Unfortunately, yes.

8 Q And with an asset such that you can depreciate it, you can't

9 expense it, right? That's why it's on a depreciation schedule?

10 A Yes.

11 Q So your depreciation's essentially saving up for a future

12 capital expenditure into a truck?

13 A Yes.

14 Q And that was \$22,302.00?

15 A That's fair, yep.

16 Q Now your total income Casey, in 2023, was a \$3,500.00 loss,

17 right?

18 A Yes.

19 Q Now even if I add back in all of the depreciation your total

20 income in 2023, \$18,715.00? Does that sound right?

21 A Sounds about right.

22 Q And if I divide that by 12 it's \$1,560.00 a month. Are--

23 A Yeah.

24 Q --You here asking the Court to use \$1,560.00 a month for

25 purposes of calculating your child support?

1 A No.

2 Q But under your tax return I'd advised you, you could, fair?

3 A Correct.

4 Q Um, but you've taken your, your draws from 2024, and every draw
5 payment out to, to you and all of the draws you've taken for
6 child support and alimony, you've tried to equate those to what
7 you believe is a fair and accurate representation of your 2024,
8 income?

9 A Yes Sir.

10 MR. PETERSON: Your Honor, I'm gonna object to the leading
11 questions.

12 THE COURT: Overruled.

13 MR. GALBRAITH: I don't have anymore questions.

14 THE COURT: Thank you. Mr. Peterson?

15 MR. PETERSON: Thank you, Your Honor.

16 CROSS EXAMINATION

17 Q (BY MR. PETERSON) So Casey, you are requesting the Court to
18 modify child support, correct?

19 A Yes.

20 Q And whenever you bring that motion, you understand that it's,
21 it's on you to prove that there has been a change in financial
22 circumstances, does that sound right to you?

23 MR. GALBRAITH: I'm gonna object, there's, the time's past.
24 There's no change in circumstances required in this case.

25 THE COURT: Overruled.

1 Q Okay.

2 MR. PETERSON: Thank you, Your Honor. That's all I have.

3 THE COURT: I think we've touched on exhibit 10?

4 MR. PETERSON: I'd move to admit 10, Your Honor. I believe
5 it is--

6 MR. GALBRAITH: No, no objection.

7 THE COURT: Ten will be admitted.

8 REDIRECT EXAMINATION

9 Q (BY MR. GALBRAITH) Casey, would your 2023 tax return be the best
10 and truest and most accurate representation of your income that
11 you could provide to this Court?

12 A A hundred percent.

13 Q And as we discussed earlier, even if the entirety of your
14 depreciation is disallowed, your annual income in 2023 was
15 \$18,715.00?

16 A Sure, yes.

17 Q And your monthly income was \$1,560.00?

18 A Yes.

19 Q If there is any confusion as to your income, are you okay with
20 the Court using your tax return which is generally relied upon
21 by Courts on a daily basis, sometimes as the sole and only
22 evidence in establishing income?

23 A Yes.

24 Q You've tried your best to identify what you've pulled from the
25 company in 2024, have you not?

1 A A hundred percent.

2 Q Are you an accountant?

3 A No.

4 Q Has Casey Peterson audited the profit and loss statement that is
5 included in exhibit 11?

6 A No.

7 Q Just by way of example, the cost of goods sold that's identified
8 in your profit and loss statement is zero dollars, do you see
9 that?

10 A Yes.

11 Q Your cost of goods sold last year was \$347,000.00?

12 A Yes.

13 Q You as you are doing the books for your business enter, you put
14 entries into some type of software, is that right?

15 A Yes.

16 Q What type of software do you use?

17 A I use a software called Zoho Books (phonetic).

18 Q And do you hand that software over to Casey Peterson at the end
19 of the year for purposes of determining what your income
20 actually is?

21 A Yes.

22 Q And so for example if you or I or anyone else who owns a
23 business go to Best Buy and I buy a \$5,000.00 tv for my house on
24 a personal credit card, Casey Peterson's gonna look at that and
25 identify that I took a personal draw for \$5,000.00 even though I

1 STATE OF SOUTH DAKOTA)
2) SS.
3 COUNTY OF PENNINGTON)
4

IN CIRCUIT COURT
SEVENTH JUDICIAL CIRCUIT

5 LINNEA BULYCA,)
6) Petitioner,)
7)
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-vs-

CASSEY BULYCA,)
Defendant,)

VOLUME II

Court File: DIV 20-166

MOTION HEARING

BEFORE: THE HONORABLE SCOTT ROETZEL
CIRCUIT COURT JUDGE, at
Rapid City, South Dakota, on
November 6, 2024

APPEARANCES:

For the Petitioner: Nicholas Peterson
Attorney for Petitioner
Rapid City, South Dakota

For the Respondent: Robert Galbraith
Attorney for Respondent
Rapid City, South Dakota

1 put it on a business card?

2 MR. PETERSON: Objection to the speculation.

3 MR. GALBRAITH: If you know?

4 THE COURT: I was gonna say, overruled if he knows.

5 MR. BULYCA: I mean I would I, I guess, I would assume so.

6 CONTINUED REDIRECT EXAMINATION

7 Q (BY MR. GALBRAITH) Similarly we, there's a bunch of discussion
8 about your truck. The business pays you to lease your truck,
9 right?

10 A Yes.

11 Q Are you allowed to do that by your accountant and the IRS
12 because you use your truck for the business?

13 A Yes.

14 Q If you know, would your accountant allow you to do that if you
15 did not use your truck in the business?

16 A No.

17 Q And so the business writes a check to you for \$600.00 to lease
18 your truck?

19 A Yes.

20 Q You write a check to pay the loan on your truck from your
21 personal account for \$600.00?

22 A Yes.

23 Q Let's talk about Olga, briefly. Mr. Peterson asked a number of
24 times or, or at least stated at one point and time, though we
25 don't know Olga's real contribution to the business. What does

1 A Yes.

2 Q Okay. Um, and, and so were you making any representations, so
3 where it says, groceries \$800.00, were you saying anything about
4 whether or not that \$800.00 was a draw or income or anything
5 else, or simply that, that's what you budgeted for monthly
6 expenses for groceries?

7 A That is correct, it's budgeted for monthly groceries.

8 Q So it wouldn't be fair for me to say oh, we need to add \$400.00
9 a month into your salary?

10 A No.

11 MR. PETERSON: Well objection, Your Honor. He could, I
12 object. Misstatement of the record.

13 THE COURT: Overruled.

14 CONTINUED REDIRECT EXAMINATION

15 Q (BY MR. GALBRAITH) Let's look at exhibit 1, Casey.

16 A Okay.

17 Q I think you had talked about how that first entry for \$4,654.16,
18 was probably a credit card payment, am I recalling that
19 correctly?

20 A Yes.

21 Q Okay. So, if you paid groceries on the business credit card,
22 and then you use the business account to pay that credit card,
23 you accounted for that in your books as a draw?

24 A Right.

25 Q Okay. So, \$40-\$4,600.00, call it rounded off, is put onto a

1 credit card, \$4,600.00 is paid from the business and you account
2 for that as a draw. Did you put \$4,600.00 in your pocket?

3 A No.

4 Q Okay so it's not as though you both paid your expenses and put
5 money in your pocket, right?

6 A Correct.

7 Q So if you had an expense that Mr. Peterson spent so much time
8 with you that he believes, was a personal expense that you paid
9 for the business, from the business, when you paid it you
10 accounted for that as a draw?

11 A Yes.

12 Q And so again, attempting really to give the benefit of the
13 doubt, because at least as we look at your 2023 return, many of
14 those may actually be deductible expenses from your business,
15 fair?

16 MR. PETERSON: Objection to speculation, lack of
17 foundation.

18 THE COURT: Overruled.

19 MR. BULYCA: Yes Sir.

20 CONTINUED REDIRECT EXAMINATION

21 Q (BY MR. GALBRAITH) And again, of all of the documents and
22 information that we have in front of us, th-the ones that have
23 been looked at by an ac-an accountant to determine your actual
24 income, your actual expenses, and, and what your income is for
25 purposes of both the IRS and what South Dakota Statute relies

1 upon for determining income and calculating child support, that
2 information you-the best information would be where?
3 A Tax return.
4 Q So just to go back and cover a little bit these, these draws in
5 the debit category on exhibit 1. If you, so let's, let's go
6 back and say, Mr. Peterson gave the example of, of the lease, so
7 let's, let's talk about the lease. I don't know that, that was
8 in it, but if the business paid \$2,000.00 on the lease, who's
9 obligated on the lease?
10 A Um, Olga and I and the business as a third party.
11 Q Okay so the business is obligated on the lease and you and Olga
12 are obligated on the lease, so that is really a joint expense
13 between all of you.
14 A Yes.
15 Q Um, well let's, let's just talk about the, the credit card. The
16 first entry we looked at for \$4,600.00, who's obligated on the
17 credit card?
18 A O-Olga and I.
19 Q So if the business issues a distribution or a draw to the two of
20 you to pay the credit card, half of that expense is yours and
21 half of that expense is hers?
22 A Yes.
23 Q In exhibit 11, Mr. Peterson had you look at the profit and loss
24 statement that was provided in discovery. Were you asked to
25 provide a profit and loss statement?

1 use the totality of your draws that are identified in exhibit 1
2 for purposes of calculating your income, right?

3 A Yes.

4 Q Now, if we're gonna go back and try and add in expenses that are
5 accounted for differently, would you ask this Court to back and
6 use the, the best information that being your 2023 tax return?

7 A Yes.

8 MR. GALBRAITH: I have for the Court just for purposes of
9 ease and (inaudible) submitted it in post trial findings, the
10 obligation calculator uh, which uses the Plaintiff's numbers for
11 column two and uses the \$6,829.00 in column one as well the
12 \$591.00 for monthly medical insurance payments. And I would
13 have no further questions.

14 THE COURT: Any objection to this? This'll, doesn't have a
15 mark on it but shall be 6.

16 MR. PETERSON: I don't object.

17 THE COURT: Or sorry, it'd be 7. You do not object?

18 MR. PETERSON: I do not.

19 THE COURT: Okay and before I move on, just for
20 housekeeping matters. Um, I have down, I did get down
21 Defendant's exhibit one through four were offered into evidence
22 but I see in the binder, Mr. Galbraith, you provided, we have a
23 5 and a 6?

24 MR. GALBRAITH: I don't think I offered them, Your Honor.

25 THE COURT: You did not.

Building Enterprises LLC
Account Transactions
Date: Cash
From 01/01/24 To 12/31/24

Date	Transaction Type	Transaction#	Reference#	Debit	Child Support Allow only
01/05/24	Owner's Drawings			4,054.38	
01/08/24	Owner's Drawings			586.35	
01/14/24	Owner's Drawings				3,437.00
01/16/24	Owner's Drawings			18.88	
01/22/24	Owner's Drawings			703.75	
01/26/24	Owner's Drawings			3,565.00	
02/07/24	Owner's Drawings			586.35	
02/09/24	Owner's Drawings			1,005.00	
02/09/24	Owner's Drawings			1,886.81	
02/14/24	Owner's Drawings				3,437.00
02/17/24	Owner's Drawings			1,847.33	
02/20/24	Owner's Drawings			703.75	
02/20/24	Owner's Drawings			104.79	
03/07/24	Owner's Drawings			885.38	
03/07/24	Owner's Drawings			500	
03/13/24	Owner's Drawings			1,803.99	
03/15/24	Owner's Drawings				3,437.00
03/19/24	Owner's Drawings			703.75	
03/20/24	Owner's Drawings			1,565.00	
03/20/24	Owner's Drawings			1,418.42	
03/21/24	Owner's Drawings			1,129.87	
04/05/24	Owner's Drawings			586.35	
04/09/24	Owner's Drawings			1,565.00	
04/16/24	Owner's Drawings				3,437.00
04/20/24	Owner's Drawings			700	
04/22/24	Owner's Drawings			703.75	
04/23/24	Owner's Drawings			500	
04/24/24	Owner's Drawings			1,845.43	
05/04/24	Owner's Drawings			75.80	
05/06/24	Owner's Drawings			1,565.00	
05/08/24	Owner's Drawings			586.35	
05/09/24	Owner's Drawings			500	
05/09/24	Owner's Drawings			500	
05/16/24	Owner's Drawings				3,437.00
05/18/24	Owner's Drawings			1,419.63	
05/20/24	Owner's Drawings			1,005.00	
06/20/24	Owner's Drawings			106.89	
06/21/24	Owner's Drawings			703.75	
06/23/24	Owner's Drawings			1,467.20	
06/24/24	Owner's Drawings			547.2	
06/26/24	Owner's Drawings			128	
06/27/24	Owner's Drawings			1,005.00	
06/27/24	Owner's Drawings			500	
06/17/24	Owner's Drawings				3,437.00
06/20/24	Owner's Drawings			703.75	
06/21/24	Owner's Drawings			1,005.00	
07/01/24	Owner's Drawings			1,217.62	
07/04/24	Owner's Drawings			500	
07/05/24	Owner's Drawings			1,005.00	
07/09/24	Owner's Drawings			795.27	
07/13/24	Owner's Drawings				3,437.00
07/20/24	Owner's Drawings			1,565.00	
07/22/24	Owner's Drawings			703.75	
07/31/24	Owner's Drawings			1,007.35	
Total				\$ 47,421.00	\$ 34,058.00

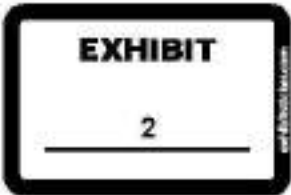
EXHIBIT

1

D 001

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CLIENT'S COPY



C. BULYCA 0060

Tax Return Carryovers to 2024

NAME: CASEY BULYCA

ID Number:

[illegible]

Two-Year Comparison Worksheet

2023

Name(s) as shown on return

CASEY BULYCA

2022 Filing Status SINGLE

2023 Filing Status SINGLE

2022 Tax Bracket 0.0%

2023 Tax Bracket 0.0%

Description	Tax Year 2022	Tax Year 2023	(Increase) (Decrease)
WAGES, SALARIES, AND TIPS	16,374.	0.	-16,374.
SCHEDULE B - TAXABLE INTEREST	132.	0.	-132.
SCH. C (BUSINESS INCOME/LOSS)	0.	-3,587.	-3,587.
SCHEDULE E (RENTAL AND PASSTHROUGH)	-5,186.	0.	5,186.
TOTAL INCOME	11,320.	-3,587.	-14,907.
ADJUSTED GROSS INCOME	11,320.	-3,587.	-14,907.
STANDARD DEDUCTION	12,950.	13,850.	900.
TOTAL DEDUCTIONS	12,950.	13,850.	900.
TAXABLE INCOME	0.	0.	0.
FED. INCOME TAX WITHHELD, FORM W-2	1,162.	0.	-1,162.
SCHEDULE EIC (EARNED INCOME CREDIT)	394.	0.	-394.
TOTAL PAYMENTS	1,556.	0.	-1,556.
TAX OVERPAID	1,556.	0.	-1,556.
AMOUNT REFUNDED	1,556.	0.	-1,556.

**Tax Year 2023 e-file Jurat/Disclosure
for Form 1040 or 1040NR
using Practitioner PIN method
(with or without Electronic Funds Withdrawal)**

ERO Declaration

I declare that the information contained in this electronic tax return is the information furnished to me by the taxpayer. If the taxpayer furnished me a completed tax return, I declare that the information contained in this electronic tax return is identical to that contained in the return provided by the taxpayer. If the furnished return was signed by a paid preparer, I declare I have entered the paid preparer's identifying information in the appropriate portion of this electronic return. If I am the paid preparer, under the penalties of perjury I declare that I have examined this electronic return, and to the best of my knowledge and belief, it is true, correct, and complete. This declaration is based on all information of which I have any knowledge.

ERO Signature

I am signing this Tax Return by entering my PIN below.

ERO's PIN

(enter EFIN plus 5 self-selected numerals)

Taxpayer Declarations

Perjury Statement

Perjury Statement (1040 and 1040NR)

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct and complete. Declaration of preparer (other than the taxpayer) is based on all information of which the preparer has any knowledge.

Perjury Statement (1040Q)

Under penalties of perjury, I declare that I have filed an original return and that I have examined this amended return, including accompanying schedules and statements, and to the best of my knowledge and belief, this amended return is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information about which the preparer has any knowledge.

Consent to Disclosure

I consent to allow my Intermediate Service Provider, transmitter, or Electronic Return Originator (ERO) to send my return/form to IRS and to receive the following information from IRS: a) an acknowledgment of receipt or reason for rejection of transmission; b) the reason for any delay in processing or refund; and, c) the date of any refund.

Electronic Funds Withdrawal Consent

If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my Federal taxes owed on this return and/or payment of estimated tax, and the financial institution to debit the entry to this account. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke (cancel) a payment, I must contact the U.S. Treasury Financial Agent at 1-888-355-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment.

I am signing this Tax Return and Electronic Funds Withdrawal Consent, if applicable, by entering my Self-Select PIN below.

Taxpayer's PIN:

Date 03222024

Spouse's PIN: _____

For the year Jan. 1 - Dec. 31, 2023, or other tax year beginning _____, ending _____ See separate instructions.

Your first name and middle initial

Last name

CASSY

BULYCA

If joint return, spouse's first name and middle initial

Last name

Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions.

Apt. no.

41 W HWY 14 #1129

City, town, or post office. If you have a foreign address, also complete spaces below.

State ZIP code

SPEARFISH

SD 57783

Foreign country name

Foreign province/state/county

Foreign postal code

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund.☐ Yes☐ SpouseFiling Status ☒ Single☐ Head of household (HOH)

Check only one box.

☐ Married filing jointly (even if only one had income)☐ Married filing separately (MFS)☐ Qualifying surviving spouse (QSS)

If you checked the MFS box, enter the name of your spouse. If you checked the HOH or QSS box, enter the child's name if the qualifying person is a child but not your dependent.

Digital Assets

At any time during 2023, did you: (a) receive (as a reward, award, or payment for property or services); or (b) sell, exchange, or otherwise dispose of a digital asset (or a financial interest in a digital asset)? (See instructions.)

☐ Yes☒ No

Standard Deduction

Someone can claim: ☐ You as a dependent ☐ Your spouse as a dependent☐ Spouse itemizes on a separate return or you were a dual-status alien

Age/Blindness

You: ☐ Were born before January 2, 1959☐ Are blindSpouse: ☐ Were born before January 2, 1959☐ Is blind

Dependents (see instructions):

If more than four dependents, see instructions and check here ☐

(1) First name

Last name

(2) Social security number

(3) Relationship to you

(4) Check the box if qualifies for (see instructions):

Child tax credit

Credit for other dependents

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a Form W-2, see instructions.

1a Total amount from Form(s) W-2, box 1 (see instructions)

1b Household employee wages not reported on Form(s) W-2

1c Tip income not reported on line 1a (see instructions)

1d Medicaid waiver payments not reported on Form(s) W-2 (see instructions)

1e Taxable dependent care benefits from Form 2441, line 26

1f Employer-provided adoption benefits from Form 8839, line 29

1g Wages from Form 8919, line 6

1h Other earned income (see instructions)

1i Nontaxable combat pay election (see instructions)

1j Add lines 1a through 1h

2a Tax-exempt interest

3a Qualified dividends

4a IRA distributions

5a Pensions and annuities

6a Social security benefits

7 Capital gain or (loss). Attach Schedule D if required. If not required, check here ☐

8 Additional income from Schedule 1, line 10

9 Add lines 1a, 2b, 3b, 4b, 5b, 6b, 7, and 8. This is your total income

10 Adjustments to income from Schedule 1, line 26

11 Subtract line 10 from line 9. This is your adjusted gross income

12 Standard deduction or itemized deductions (from Schedule A)

13 Qualified business income deduction from Form 8895 or Form 8895-A

14 Add lines 12 and 13

15 Subtract line 14 from line 11. If zero or less, enter -0-. This is your taxable income

Attach Sch. B if required.

Standard Deduction for -

• Single or Married filing separately: \$13,850

• Married filing jointly or Qualifying surviving spouse: \$27,700

• Head of household: \$20,800

• If you checked any box under Standard Deduction, see instructions.

Tax and Credits	16	Tax (see instructions). Check if any from Form(s): 1 <input type="checkbox"/> 9914 2 <input type="checkbox"/> 4872 3 <input type="checkbox"/>	16	0.
	17	Amount from Schedule 2, line 3	17	
	18	Add lines 16 and 17	18	0.
	19	Child tax credit or credit for other dependents from Schedule 8812	19	
	20	Amount from Schedule 3, line 8	20	
	21	Add lines 18 and 20	21	
	22	Subtract line 21 from line 18. If zero or less, enter -0-	22	0.
	23	Other taxes, including self-employment tax, from Schedule 2, line 21	23	
	24	Add lines 22 and 23. This is your total tax	24	0.

Payments	25	Federal income tax withheld from:		
	a	Form(s) W-2	25a	
	b	Form(s) 1099	25b	
	c	Other forms (see instructions)	25c	
	d	Add lines 25a through 25c	25d	
	26	2023 estimated tax payments and amount applied from 2022 return	26	
	27	Earned income credit (EIC)	27	
	28	Additional child tax credit from Schedule 8812	28	
	29	American opportunity credit from Form 8863, line 8	29	
	30	Reserved for future use	30	
	31	Amount from Schedule 3, line 15	31	
	32	Add lines 27, 28, 29, and 31. These are your total other payments and refundable credits	32	
	33	Add lines 25d, 26, and 32. These are your total payments	33	

Refund	34	If line 33 is more than line 24, subtract line 24 from line 33. This is the amount you overpaid	34	0.
	35a	Amount of line 34 you want refunded to you. If Form 8878 is attached, check here <input type="checkbox"/>	35a	
	b	Routing number	c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
	d	Account number		
	36	Amount of line 34 you want applied to your 2024 estimated tax	36	0.

Amount You Owe	37	Subtract line 33 from line 24. This is the amount you owe.	37	0.
	38	Estimated tax penalty (see instructions)	38	

Third Party Designee	Do you want to allow another person to discuss this return with the IRS? See instructions		<input checked="" type="checkbox"/> Yes. Complete below.	<input type="checkbox"/> No
	Designee's name	Phone number	Designee's identification number (PIN)	

Sign Here	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.			
	Your signature	Date	Your occupation	If the IRS sent you an Identity Protection PIN, enter it here (see instructions)

Spouse's signature	If a joint return, both must sign.			
	Spouse's signature	Date	Spouse's occupation	If the IRS sent your spouse an Identity Protection PIN, enter it here (see instructions)
Phone no.		Email address: CASEY@BULLDAWGENTERPRISES.COM		

Paid Preparer Use Only	Preparer's name	Preparer's signature	Date	PTIN	Check if: <input type="checkbox"/> Self-employed
	JENNIE STEINMETZ, CPA	JENNIE STEINMETZ, CPA	03/22/24		

Taxpayer's name	Phone no.
CASEY PETERSON, LTD.	(605) 348-1930

909 ST JOSEPH ST, STE 101
RAPID CITY, SD 57701

Go to www.irs.gov/Form1040 for instructions and the latest information.

Form 1040 (2022)

SCHEDULE 1
(Form 1040)

Department of the Treasury
Internal Revenue Service

Additional Income and Adjustments to Income

Attach to Form 1040, 1040-SR, or 1040-NR.

Go to www.irs.gov/Form1040 for instructions and the latest information.

OMB No. 1545-0047

2023

Attachment
Sequence No. 01

Name(s) shown on Form 1040, 1040-SR, or 1040-NR

Enter serial number on page

CASRY BULYCA

Part I Additional Income

1	Taxable refunds, credits, or offsets of state and local income taxes	1	
2a	Alimony received	2a	
b	Date of original divorce or separation agreement (see instructions)		
3	Business income or (loss). Attach Schedule C	3	-3,587.
4	Other gains or (losses). Attach Form 4797	4	
5	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	5	
6	Farm income or (loss). Attach Schedule F	6	
7	Unemployment compensation	7	
8	Other income:		
a	Net operating loss	8a	()
b	Gambling	8b	
c	Cancellation of debt	8c	
d	Foreign earned income exclusion from Form 2555	8d	()
e	Income from Form 8853	8e	
f	Income from Form 8869	8f	
g	Alaska Permanent Fund dividends	8g	
h	Jury duty pay	8h	
i	Prizes and awards	8i	
j	Activity not engaged in for profit income	8j	
k	Stock options	8k	
l	Income from the rental of personal property if you engaged in the rental for profit but were not in the business of renting such property	8l	
m	Olympic and Paralympic medals and USOC prize money (see instructions)	8m	
n	Section 951(a) inclusion (see instructions)	8n	
o	Section 951A(a) inclusion (see instructions)	8o	
p	Section 451(f) excess business loss adjustment	8p	
q	Taxable distributions from an ABLE account (see instructions)	8q	
r	Scholarship and fellowship grants not reported on Form W-2	8r	
s	Nontaxable amount of Medicaid waiver payments included on Form 1040, line 1a or 1d	8s	()
t	Pension or annuity from a nonqualified deferred compensation plan or a nongovernmental section 457 plan	8t	
u	Wages earned while incarcerated	8u	
z	Other income. List type and amount:	8z	
9	Total other income. Add lines 8a through 8z	9	
10	Combine lines 1 through 7 and 9. This is your additional income . Enter here and on Form 1040, 1040-SR, or 1040-NR, line 9	10	-3,587.

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule 1 (Form 1040) 2023

Part II Adjustments to Income

11	Educator expenses		11	
12	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106		12	
13	Health savings account deduction. Attach Form 8889		13	
14	Moving expenses for members of the Armed Forces. Attach Form 3903		14	
15	Deductible part of self-employment tax. Attach Schedule SE		15	
16	Self-employed SEP, SIMPLE, and qualified plans		16	
17	Self-employed health insurance deduction		17	
18	Penalty on early withdrawal of savings		18	
19a	Alimony paid		19a	
b	Recipient's SSN			
c	Date of original divorce or separation agreement (see instructions):			
20	IRA deduction		20	
21	Student loan interest deduction		21	
22	Reserved for future use		22	
23	Archer MSA deduction		23	
24	Other adjustments:			
a	Jury duty pay (see instructions)	24a		
b	Deductible expenses related to income reported on line 8I from the rental of personal property engaged in for profit	24b		
c	Nontaxable amount of the value of Olympic and Paralympic medals and USOC prize money reported on line 8m	24c		
d	Reforestation amortization and expenses	24d		
e	Repayment of supplemental unemployment benefits under the Trade Act of 1974	24e		
f	Contributions to section 501(c)(19)(D) pension plans	24f		
g	Contributions by certain chaplains to section 403(c) plans	24g		
h	Attorney fees and court costs for actions involving certain unlawful discrimination claims (see instructions)	24h		
i	Attorney fees and court costs you paid in connection with an award from the IRS for information you provided that helped the IRS detect tax law violations	24i		
j	Housing deduction from Form 2556	24j		
k	Excess deductions of section 67(a) expenses from Schedule K-1 (Form 1041)	24k		
z	Other adjustments. List type and amount:	24z		
25	Total other adjustments. Add lines 24a through 24z		25	
26	Add lines 11 through 23 and 25. These are your adjustments to income. Enter here and on Form 1040, 1040-SR, or 1040-NR, line 10		26	

Schedule 1 (Form 1040) 2023

SCHEDULE C
(Form 1040)

Department of the Treasury
Internal Revenue Service

Profit or Loss From Business

(Sole Proprietorship)
Attach to Form 1040, 1040-SR, 1040-SS, 1040-NR, or 1041; partnerships must generally file Form 1065.
Go to www.irs.gov/ScheduleC for instructions and the latest information.

OMB No. 1545-0074

2023
OMB No. 1545-0074
Sequence No. 09

Name of proprietor

Do not enter additional FEINs

CASEY BULYCA

A Principal business or profession, including product or service (see instructions)

TRUCKING

g Enter code from instructions

484110

C Business name. If no separate business name, leave blank.

BULLDAWG ENTERPRISES LLC

D Remove if number RWT (see note)

E Business address (including suite or room no.)

41 W HIGHWAY 14

City, town or post office, state, and ZIP code

SPEARFISH, SD 57783

F Accounting method: (1) ☐ Cash (2) ☒ Accrual (3) ☐ Other (specify)

G Did you "materially participate" in the operation of this business during 2023? If "No," see instructions for limit on losses

☒ Yes ☐ No

H If you started or acquired this business during 2023, check here

☐ Yes ☒ No

I Did you make any payments in 2023 that would require you to file Form(s) 1099? See instructions

☐ Yes ☒ No

J If "Yes," did you or will you file required Form(s) 1099?

☐ Yes ☒ No

Part I Income

1 Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked ☐

1 **602,724.**

2 Returns and allowances

2

3 Subtract line 2 from line 1

3 **602,724.**

4 Cost of goods sold (from line 42)

4 **347,294.**

5 Gross profit. Subtract line 4 from line 3

5 **255,430.**

6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)

6

7 Gross income. Add lines 5 and 6

7 **255,430.**

Part II Expenses. Enter expenses for business use of your home only on line 30.

8 Advertising **8** **4,705.**

18 Office expense **18** **11,410.**

9 Car and truck expenses

19 Depreciation and profit-sharing plans **19**

(see instructions)

20 Rent or lease (see instructions):

10 Commissions and fees **10**

a Vehicles, machinery, and equipment **20a** **20,916.**

11 Contract labor (see instructions) **11**

b Other business property **20b**

12 Depreciation **12**

21 Repairs and maintenance **21**

13 Depreciation and section 179

22 Supplies (not included in Part III) **22** **5,977.**

expense deduction (not included in

23 Taxes and licenses **23**

Part III) (see instructions) **13** **22,302.**

24 Travel and meals **24**

14 Employee benefit programs (other

a Travel **24a** **37,161.**

than on line 19) **14** **50,251.**

b Deductible meals (see

15 Insurance (other than health) **15** **33,053.**

instructions) **24b** **13,172.**

16 Interest (see instructions)

25 Utilities **25** **13,209.**

a Mortgage (paid to banks, etc.) **16a**

26 Wages (less employment credits) **26**

b Other **16b** **2,065.**

27 a Other expenses (from line 48) **27a** **23,610.**

17 Legal and professional services **17** **1,500.**

b Energy efficient commercial building deduction (attach Form 7259) **27b**

28 Total expenses before expenses for business use of home. Add lines 8 through 27b

28 **259,017.**

29 Tentative profit or (loss). Subtract line 28 from line 7

29 **-3,587.**

30 Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829

unless using the simplified method. See instructions.

Simplified method filers only: Enter the total square footage of (a) your home:

and (b) the part of your home used for business:

Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30

31 Net profit or (loss). Subtract line 30 from line 29.

30

• If a profit, enter on both **Schedule 1 (Form 1040), line 3**, and on **Schedule SE, line 2**. (If you checked the box on line 1, see instructions.) Estates and trusts, enter on **Form 1041, line 3**.

• If a loss, you must go to line 32.

32 If you have a loss, check the box that describes your investment in this activity. See instructions.

• If you checked **32a**, enter the loss on both **Schedule 1 (Form 1040), line 3**, and on **Schedule SE, line 2**. (If you checked the box on line 1, see the line 31 instructions.) Estates and trusts, enter on **Form 1041, line 3**.

• If you checked **32b**, you must attach **Form 8198**. Your loss may be limited.

32a ☒ All investment is at risk.

32b ☐ Some investment is not at risk.

For Paperwork Reduction Act Notice, see the separate instructions.

Schedule C (Form 1040) 2023

C. BULYCA 0068

Part III Cost of Goods Sold (see instructions)

33	Method(s) used to value closing inventory:	a <input type="checkbox"/> Cost	b <input type="checkbox"/> Lower of cost or market	c <input type="checkbox"/> Other (attach explanation)
34	Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation	<input type="checkbox"/> Yes <input type="checkbox"/> No		
35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35		
36	Purchases less cost of items withdrawn for personal use	36		
37	Cost of labor. Do not include any amounts paid to yourself	37	144,514.	
38	Materials and supplies	38		
39	Other costs SEE STATEMENT 1	39	202,780.	
40	Add lines 35 through 39	40	347,294.	
41	Inventory at end of year	41		
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on line 4	42	347,294.	

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43	When did you place your vehicle in service for business purposes? (month/day/year)	1 / 1
44	Of the total number of miles you drove your vehicle during 2023, enter the number of miles you used your vehicle for:	
a	Business	
b	Commuting	
c	Other	
45	Was your vehicle available for personal use during off-duty hours?	<input type="checkbox"/> Yes <input type="checkbox"/> No
46	Do you (or your spouse) have another vehicle available for personal use?	<input type="checkbox"/> Yes <input type="checkbox"/> No
47 a	Do you have evidence to support your deduction?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b	If "Yes," is the evidence written?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Part V Other Expenses. List below business expenses not included on lines 5-26, line 27b, or line 30.

BANK FEES	1,827.
CREDIT CARD FEES	740.
LICENSES	12,066.
SOFTWARE & SUBSCRIPTIONS	4,851.
SAFETY	4,126.
48 Total other expenses. Enter here and on line 27a	23,610.

2025 DEPRECIATION AND AMORTIZATION REPORT

WILLIAMS INTERESTER LLC

SCHEDULE C- 2

Asset #	Description	Dep. Acquired	MAJOR	LT	Cost Basis	Unadjusted Cost Basis	Sal % Fed	Section 179 Expense	Modified Basis	Basis for Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Depreciation	2025 Accumulated Depreciation
1	2014 HMC COT	08/28/18	21000	7.00	80290	82,177.				82,177.			9,748.	9,748.
2	2015 MITSUBISHI STAR 4400 1077 EAST WALKING FLOOR	06/26/22	21000	7.00	40280	46,587.				46,587.			4,679.	4,679.
3	TRAILER	06/26/22	21000	7.00	80290	58,758.				58,758.			6,403.	6,403.
4	2014 GMC YUBA 3500 1077 EAST WALKING FLOOR	10/19/20	21000	7.00	80290	82,918.				82,918.			2,893.	2,893.
5	TRAILER	10/19/20	21000	7.00	80290	59,781.				59,781.			2,174.	2,174.
6	2012 FORD F150	10/19/20	21000	7.00	80290	67,239.				67,239.			364.	364.
	TOTAL FOR DEPRECIATION					297,584.				297,584.			23,408.	23,408.
	CURRENT YEAR ACTIVITY													
	ENDING BALANCE					0.		0.	0.	0.	0.			0.
	ACQUISITIONS					297,584.		0.	0.	297,584.	0.			297,584.
	DISPOSITIONS/REMOVED					0.		0.	0.	0.	0.			0.
	ENDING BALANCE					297,584.		0.	0.	297,584.	0.			297,584.

202511 09-17-25

(0) - Asset disposed

* ITC, Salvage, Bonus, Commercial Revitalization Deduction, QD Zone

C. BULYCA 0070

ALTERNATIVE MINIMUM TAX DEPRECIATION REPORT

Asset No.	Description	Date Acquired	AMT Method	AMT Life	AMT Cost Or Basis	AMT Accumulated	Regular Depreciation	AMT Depreciation	AMT Adjustment
	BULLDWAG ENTERPRISES LLC								
1	2010 MACK CKD	08/28/23	200DB	7.00	63,177.	0.	6,769.	6,769.	0.
2	2012 WESTERN STAR 4900	08/28/23	200DB	7.00	40,597.	0.	4,350.	4,350.	0.
	2007 EAST WALKING FLOOR								
3	TRAILER	08/28/23	200DB	7.00	59,750.	0.	6,402.	6,402.	0.
4	2001 GMC SIKORA 3500	10/19/23	200DB	7.00	63,910.	0.	2,283.	2,283.	0.
	2007 EAST WALKING FLOOR								
5	TRAILER	10/19/23	200DB	7.00	59,750.	0.	2,134.	2,134.	0.
6	2012 PETERBILT 386	10/19/23	200DB	7.00	10,200.	0.	364.	364.	0.
	** SUBTOTAL **				297,384.	0.	22,302.	22,302.	0.
	*** GRAND TOTAL ***				297,384.	0.	22,302.	22,302.	0.

20101
05/17/24

C. BULYCA 0071

Form **8995**Department of the Treasury
Internal Revenue Service**Qualified Business Income Deduction
Simplified Computation**Attach to your tax return.
Go to www.irs.gov/Form8995 for instructions and the latest information.

OMB No. 1545-2284

2023Attachment
Sequence No. **55**

Name(s) shown on return

Your taxpayer identification number

CASEY BULYCA

Note. You can claim the qualified business income deduction **only** if you have qualified business income from a qualified trade or business, real estate investment trust dividends, publicly traded partnership income, or a domestic production activities deduction passed through from an agricultural or horticultural cooperative. See instructions.

Use this form if your taxable income, before your qualified business income deduction, is at or below \$162,100 (\$324,200 if married filing jointly), and you aren't a patron of an agricultural or horticultural cooperative.

1	(a) Trade, business, or aggregation name	(b) Taxpayer identification number	(c) Qualified business income or (loss)
i	BULLDAWG ENTERPRISES LLC		-3,587.
ii			
iii			
iv			
v			

2	Total qualified business income or (loss). Combine lines 1i through 1v, column (c)	2	-3,587.	
3	Qualified business net (loss) carryforward from the prior year STATEMENT 2	3	(5,185.)	
4	Total qualified business income. Combine lines 2 and 3. If zero or less, enter -0-	4	0.	
5	Qualified business income component. Multiply line 4 by 20% (0.20)			5
6	Qualified REIT dividends and publicly traded partnership (PTP) income or (loss) (see instructions)	6		
7	Qualified REIT dividends and qualified PTP (loss) carryforward from the prior year	7		
8	Total qualified REIT dividends and PTP income. Combine lines 6 and 7. If zero or less, enter -0-	8		
9	REIT and PTP component. Multiply line 8 by 20% (0.20)			9
10	Qualified business income deduction before the income limitation. Add lines 5 and 9			10
11	Taxable income before qualified business income deduction (see instructions)	11	-17,437.	
12	Enter your net capital gain, if any, increased by any qualified dividends (see instructions)	12		
13	Subtract line 12 from line 11. If zero or less, enter -0-	13	0.	
14	Income limitation. Multiply line 13 by 20% (0.20)			14
15	Qualified business income deduction. Enter the smaller of line 10 or line 14. Also enter this amount on the applicable line of your return (see instructions)			15
16	Total qualified business (loss) carryforward. Combine lines 2 and 3. If greater than zero, enter -0-	16	(8,773.)	
17	Total qualified REIT dividends and PTP (loss) carryforward. Combine lines 6 and 7. If greater than zero, enter -0-	17		

LHA For Privacy Act and Paperwork Reduction Act Notice, see instructions. 334621 01-11-24

Form **8995** (2023)

C. BULYCA 0072

E 013

Paid Preparer's Due Diligence Checklist

Earned Income Credit (EIC), American Opportunity Tax Credit (AOTC), Child Tax Credit (CTC) (including the Additional Child Tax Credit (ACTC)) and Credit for Other Dependents (ODC), and Head of Household (HOH) Filing Status
To be completed by preparer and filed with Form 1040, 1040-SR, 1040-NR, 1040-PR, or 1040-SS.
Go to www.irs.gov/Form8867 for instructions and the latest information.

OMB No. 1545-0047

2023

REG-311602
Section No. 70

Taxpayer name(s) shown on return

CASEY BULYCA

Taxpayer identification number

Preparer's name

JENNIS STEINMETZ, CPA

Preparer tax identification number

Part I Due Diligence Requirements

Please check the appropriate box for the credit(s) and/or HOH filing status claimed on the return and complete the related Parts IV for the benefit(s) claimed (check all that apply).

☒ EIC ☐ CTC/ACTC/ODC ☐ AOTC ☐ HOH

	Yes	No	N/A
1 Did you complete the return based on information for the applicable tax year provided by the taxpayer or reasonably obtained by you?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 If credits are claimed on the return, did you complete the applicable EIC and/or CTC/ACTC/ODC worksheets found in the Form 1040, 1040-SR, 1040-NR, 1040-PR, 1040-SS or Schedule B912 (Form 1040) instructions, and/or the AOTC worksheet found in the Form 8863 instructions, or your own worksheet(s) that provides the same information, and all related forms and schedules for each credit claimed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Did you satisfy the knowledge requirement? To meet the knowledge requirement, you must do both of the following: • Interview the taxpayer, ask questions, and contemporaneously document the taxpayer's responses to determine that the taxpayer is eligible to claim the credit(s) and/or HOH filing status. • Review information to determine that the taxpayer is eligible to claim the credit(s) and/or HOH filing status and to figure the amount(s) of any credit(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Did any information provided by the taxpayer or a third party for use in preparing the return, or information reasonably known to you, appear to be incorrect, incomplete, or inconsistent? (If "Yes," answer questions 4a and 4b. If "No," go to question 5.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a Did you make reasonable inquiries to determine the correct, complete, and consistent information?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b Did you contemporaneously document your inquiries? (Documentation should include the questions you asked, whom you asked, when you asked, the information that was provided, and the impact the information had on your preparation of the return.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c Did you satisfy the record retention requirement? To meet the record retention requirement, you must keep a copy of your documentation referenced in question 4b, a copy of this Form 8867, a copy of any applicable worksheet(s), a record of how, when, and from whom the information used to prepare Form 8867 and any applicable worksheet(s) was obtained, and a copy of any document(s) provided by the taxpayer that you relied on to determine eligibility for the credit(s) and/or HOH filing status or to figure the amount(s) of the credit(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
List these documents provided by the taxpayer, if any, that you relied on: ORGANIZER WITH CLIENT QUESTIONS			
6 Did you ask the taxpayer whether he/she could provide documentation to substantiate eligibility for the credit(s) and/or HOH filing status and the amount(s) of any credit(s) claimed on the return if his/her return is selected for audit?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 Did you ask the taxpayer if any of these credits were disallowed or reduced in a previous year? (If credits were disallowed or reduced, go to question 7a; if not, go to question 5.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a Did you complete the required recertification Form 8862?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b If the taxpayer is reporting self-employment income, did you ask questions to prepare a complete and correct Schedule C (Form 1040)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For Paperwork Reduction Act Notice, see separate instructions.

Form 8867 (Rev. 11-2022)

Part II Due Diligence Questions for Returns Claiming EIC (If the return does not claim EIC, go to Part III.)

	Yes	No	N/A
a. Have you determined that the taxpayer is eligible to claim the EIC for the number of qualifying children claimed, or is eligible to claim the EIC without a qualifying child? (If the taxpayer is claiming the EIC and does not have a qualifying child, go to question 10.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Did you ask the taxpayer if the child lived with the taxpayer for over half of the year, even if the taxpayer has supported the child the entire year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Did you explain to the taxpayer the rules about claiming the EIC when a child is the qualifying child of more than one person (biological rules)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Part III Due Diligence Questions for Returns Claiming CTC/ACTC/ODC (If the return does not claim CTC, ACTC, or ODC, go to Part IV.)

	Yes	No	N/A
10. Have you determined that each qualifying person for the CTC/ACTC/ODC is the taxpayer's dependent who is a citizen, national, or resident of the United States?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Did you explain to the taxpayer that he/she may not claim the CTC/ACTC if the child has not lived with the taxpayer for over half of the year, even if the taxpayer has supported the child, unless the child's custodial parent has released a claim to exemption for the child?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Did you explain to the taxpayer the rules about claiming the CTC/ACTC/ODC for a child of divorced or separated parents (or parents who live apart), including any requirement to attach a Form 8332 or similar statement to the return?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Part IV Due Diligence Questions for Returns Claiming AOTC (If the return does not claim AOTC, go to Part V.)

	Yes	No
13. Did the taxpayer provide substantiation for the credit, such as a Form 1098-T and/or receipts for the qualified tuition and related expenses for the claimed AOTC?	<input type="checkbox"/>	<input type="checkbox"/>

Part V Due Diligence Questions for Claiming HOH (If the return does not claim HOH filing status, go to Part VI.)

	Yes	No
14. Have you determined that the taxpayer was unmarried or considered unmarried on the last day of the tax year and provided more than half of the cost of keeping up a home for the year for a qualifying person?	<input type="checkbox"/>	<input type="checkbox"/>

Part VI Eligibility Certification

You will have complied with all due diligence requirements for claiming the applicable credit(s) and/or HOH filing status on the return of the taxpayer identified above if you:

- Interview the taxpayer, ask adequate questions, contemporaneously document the taxpayer's responses on the return or in your notes, review adequate information to determine if the taxpayer is eligible to claim the credit(s) and/or HOH filing status and to figure the amount(s) of the credit(s);
- Complete this Form 8867 truthfully and accurately and complete the actions described in this checklist for any applicable credit(s) claimed and HOH filing status, if claimed;
- Submit Form 8867 in the manner required; and
- Keep all five of the following records for 3 years from the latest of the dates specified in the Form 8867 instructions under *Document Retention*.
 - A copy of this Form 8867.
 - The applicable worksheet(s) or your own worksheet(s) for any credit(s) claimed.
 - Copies of any documents provided by the taxpayer on which you relied to determine the taxpayer's eligibility for the credit(s) and/or HOH filing status and to figure the amount(s) of the credit(s).
 - A record of how, when, and from whom the information used to prepare this form and the applicable worksheet(s) was obtained.
 - A record of any additional information you relied upon, including questions you asked and the taxpayer's responses, to determine the taxpayer's eligibility for the credit(s) and/or HOH filing status and to figure the amount(s) of the credit(s).

If you have not complied with all due diligence requirements, you may have to pay a penalty for each failure to comply related to a claim of an applicable credit or HOH filing status (see instructions for more information).

	Yes	No
15. Do you certify that all of the answers on this Form 8867 are, to the best of your knowledge, true, correct, and complete?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Form **4562****Depreciation and Amortization**
(Including Information on Listed Property)

OMB No. 1545-0047

2023Department of the Treasury
Internal Revenue ServiceAttach to your tax return, **SCHEDULE C-1**Go to www.irs.gov/Form4562 for instructions and the latest information.Attachment
Sequence No. 178

Indicate where on return

Business or activity in which this form relates

Identifying number

CASEY BULYCA**BULLDOG ENTERPRISES LLC****Part I** Elector To Expense Certain Property Under Section 179. Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1
2	Total cost of section 179 property placed in service (see instructions)	2
3	Threshold cost of section 179 property before reduction in limitation	3
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4
5	Delta (deduction for tax year, Subject line 4 from line 1. If zero or less, enter -0-. If treated (filing separately, see instructions)	5
6	(a) Description of property	(b) Cost (business use only)
7	Listed property. Enter the amount from line 28	7
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8
9	Tentative deduction. Enter the smaller of line 5 or line 8	9
10	Carryover of disallowed deduction from line 13 of your 2022 Form 4562	10
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 9	11
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12
13	Carryover of disallowed deduction to 2024. Add lines 9 and 10, less line 12	13

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year	14
15	Property subject to section 168(e)(1) election	15
16	Other depreciation (including ACRS)	16

Part III MACRS Depreciation (Don't include listed property. See instructions.)**Section A**

17	MACRS deductions for assets placed in service in tax years beginning before 2023	17
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here <input type="checkbox"/>	

Section B - Assets Placed in Service During 2023 Tax Year Using the General Depreciation System

(a) Description of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property		297,384.	7 YRS.	MQ	200DB	22,302.
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property	/		27.5 yrs.	MM	S/L	
i Nonresidential real property	/		39 yrs.	MM	S/L	

Section C - Assets Placed in Service During 2023 Tax Year Using the Alternative Depreciation System

(a) Class life	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 30-year	/		30 yrs.	MM	S/L	
d 40-year	/		40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instr.	22
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23

OMB 1545-0047 U.S. For Paperwork Reduction Act Notice, see separate instructions.

Form 4562 (2023)

C. BULYCA 0075

Part V

Listed Property (include automobiles, certain other vehicles, certain aircraft, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (d) of Section A, all of Section B, and Section C if applicable.

Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a. Do you have evidence to support the business/investment use claimed?		Yes	No	24b. If "Yes," is the evidence written?		Yes	No
(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction
25. Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use							25
26. Property used more than 50% in a qualified business use:							
		%					
		%					
		%					
27. Property used 50% or less in a qualified business use:							
		%				SL -	
		%				SL -	
		%				SL -	
28. Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1							28
29. Add amounts in column (i), line 26. Enter here and on line 7, page 1							29

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1	(b) Vehicle 2	(c) Vehicle 3	(d) Vehicle 4	(e) Vehicle 5	(f) Vehicle 6
30. Total business/investment miles driven during the year (don't include commuting miles)						
31. Total commuting miles driven during the year						
32. Total other personal (noncommuting) miles driven						
33. Total miles driven during the year. Add lines 30 through 32						
34. Was the vehicle available for personal use during off-duty hours?	Yes	No	Yes	No	Yes	No
35. Was the vehicle used primarily by a more than 5% owner or related person?						
36. Is another vehicle available for personal use?						

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who aren't more than 5% owners or related persons.

	Yes	No
37. Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38. Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39. Do you treat all use of vehicles by employees as personal use?		
40. Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41. Do you meet the requirements concerning qualified automobile demonstration use?		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," don't complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of asset	(b) Date amortization began	(c) Amortizable amount	(d) Code section	(e) Fraction used in percentage	(f) Amortization for this year
42. Amortization of costs that begin during your 2023 tax year:					
43. Amortization of costs that began before your 2023 tax year					43
44. Total. Add amounts in column (f). See the instructions for where to report					44

Schedule A - Net Operating Loss (NOL)

2023

Name

Social Security Number

CASRY BULYCA

1	For individuals, subtract your standard deduction or itemized deductions from your adjusted gross income and enter it here. For estates and trusts, enter taxable income increased by the total of the charitable deduction, income distribution deduction, and exemption amount (see instructions)	1	-17,437.
2	Nonbusiness capital losses before limitation. Enter as a positive number	2	
3	Nonbusiness capital gains (without regard to any section 1202 exclusion)	3	
4	If line 2 is more than line 3, enter the difference; otherwise, enter -0-	4	0.
5	If line 3 is more than line 2, enter the difference; otherwise, enter -0-	5	0.
6	Nonbusiness deductions (see instructions) SEE STATEMENT 3	6	13,850.
7	Nonbusiness income other than capital gains (see instructions)	7	
8	Add lines 5 and 7	8	
9	If line 5 is more than line 8, enter the difference; otherwise, enter -0-	9	13,850.
10	If line 8 is more than line 6, enter the difference; otherwise, enter -0-. But do not enter more than line 5	10	0.
11	Business capital losses before limitation. Enter as a positive number	11	
12	Business capital gains (without regard to any section 1202 exclusion)	12	
13	Add lines 10 and 12	13	
14	Subtract line 13 from line 11. If zero or less, enter -0-	14	0.
15	Add lines 4 and 14	15	
16	Enter the loss, if any, from line 18 of Schedule D (Form 1040). (Estates and trusts, enter the loss, if any, from line 19, column (2), of Schedule D (Form 1041).) Enter as a positive number. If you do not have a loss on that line (and do not have a section 1202 exclusion), skip lines 16 through 21 and enter on line 22 the amount from line 15	16	
17	Section 1202 exclusion. Enter as a positive number	17	
18	Subtract line 17 from line 16. If zero or less, enter -0-	18	
19	Enter the loss, if any, from line 21 of Schedule D (Form 1040). (Estates and trusts, enter the loss, if any, from line 20 of Schedule D (Form 1041).) Enter as a positive number	19	
20	If line 18 is more than line 19, enter the difference; otherwise, enter -0-	20	
21	If line 19 is more than line 18, enter the difference; otherwise, enter -0-	21	
22	Subtract line 20 from line 15. If zero or less, enter -0-	22	
23	NOL deduction for losses from other years. Enter as a positive number	23	
24	NOL. Combine lines 1, 9, 17, and 21 through 23. If the result is less than zero, this is your current year NOL. If the result is zero or more, you do not have an NOL.	24	-3,587.

Alternative Tax Net Operating Loss Worksheet

2023

Name(s) as shown on return

Serial Number

CASEY BULYCA

1. Loss for the current year		17,437.
2. Net operating loss deduction		
3. Excess of nonbusiness deductions over nonbusiness income		
(A) AMT nonbusiness itemized deductions and adjustments		
(B) AMT nonbusiness income		
(C) Net nonbusiness capital gains (without regard to any section 1202 exclusion)		
(D) Total nonbusiness income		
(E) Difference (line 3(A) less 3(D)) not less than zero		
4. Excess of nonbusiness capital loss over nonbusiness capital gain		
5. Adjusted deduction for business capital loss		
(A) Business capital loss		
(B) Line 3(D) minus 3(A), not less than zero. Do not enter more than line 3(C)		
(C) Business capital gains (without regard to any section 1202 exclusion)		
(D) Total (line 5(B) plus 5(C))		
(E) Difference (line 5(A) less 5(D)) not less than zero		
6. Add lines 4 and 5E		
7. Enter the loss, if any, from AMT Schedule O, Line 16		
8. Adjusted section 1202 exclusion		
9. Line 7 minus line 8		
10. Enter the loss, if any, from AMT Schedule O, line 21		
11. Line 9 minus line 10, not less than zero		
12. Line 10 minus line 11, not less than zero		
13. Line 6 minus line 11, not less than zero		
14. Total adjustment and preference items (Form 6251)	13,850.	
15. Total (line 2 + 3(E) + 6 + 12 + 13 + 14)		13,850.
16. Current year alternative tax net operating loss - (line 1 less line 15)		3,587.

NOL		Detail NOL Carryover/Carryback Worksheet										2023
Name(s) CASEY BULYCA												
Year Carried From	Amount Available for Carryover/Carryback	Amount Used in	Amount Used in	Amount Used in	Amount Used in	Amount Used in	Amount Used in	Amount Used in	Amount Used in	Amount Used in	Amount Used in	
2023	3,587.											
Totals	3,587.											
Total amount available for carryover		3,587.										
Less total amounts used		0.										
Less total amounts expired		0.										
Remaining carryover		<u>3,587.</u>										

132211 (4-9-23)

C. BULYCA 0079

AMT NOL

Detail AMT NOL Carryover Worksheet

2023

Name(s)

CASEY BULYCA

Year Carried From	Amount Available for Carryover	Amount Used in	Amount Used in	Amount Used in	Amount Used in	Amount Used in	Amount Used in	Amount Used in	Amount Used in	Amount Used in	Amount Used in
2023	3,587.										
Totals	3,587.										
Total amount available for carryover		3,587.									
Less total amounts used		0.									
Less total amounts expired		0.									
Remaining carryover		<u>3,587.</u>									

2/8/21 04:05:23

C. BULYCA 0080

Election Not to Claim the Additional First Year
Depreciation Allowable Under IRC Sec. 168(k)

CASEY BULYCA
41 W HWY 14 #1129
SPEARFISH, SD 57783

Taxpayer Identification Number:

For the Year Ending December 31, 2023

CASEY BULYCA, hereby elects, pursuant to IRC Sec. 168(k)(7), not to claim the additional depreciation allowable under IRC Sec. 168(k) for the following qualifying property placed in service during the tax year ending December 31, 2023.

All property in the 7 year class.

See attached Form 4562.

Section 1.263(a)-1(f) De Minimis Safe Harbor Election

CASEY BULYCA
41 W HWY 14 #1129
SPEARFISH, SD 57783

Taxpayer Identification Number:

For the Year Ending December 31, 2023

CASEY BULYCA is making the de minimis safe harbor election under
Reg. Sec. 1.263(a)-1(f).

CASHY BULYCA

SCHEDULE C	OTHER COSTS OF GOODS SOLD	STATEMENT 1
DESCRIPTION		AMOUNT
COMMERCIAL TRUCK EXPENSE		202,780.
TOTAL TO SCHEDULE C, LINE 39		202,780.

FORM 8995	QUALIFIED BUSINESS NET LOSS CARRYOVER FROM PRIOR YEARS	STATEMENT 2
TRADE OR BUSINESS NAME		AMOUNT
TOTAL QUALIFIED BUSINESS LOSS FROM PRIOR YEARS		5,186.
TOTAL TO FORM 8995, LINE 3		5,186.

NOL	NONBUSINESS DEDUCTIONS	STATEMENT 3
DESCRIPTION		AMOUNT
STANDARD DEDUCTION		13,850.
TOTAL TO SCHEDULE A - NOL, LINE 6		13,850.

STATEMENT(S) 1, 2, 3
C. BULYCA 0083

Child Support Obligation Calculator

This child support obligation calculator is based on the South Dakota Child Support Guideline laws and is intended to provide the basic support obligation for child support for combined monthly Net Income to \$30,000. Deviations and adjustments (for child care, visitation, or other factors) the court may allow are not included in the calculation of the basic support obligation. All amounts listed must be monthly.

It is presumed a parent is capable of earning at least minimum wage except as provided in SDCL 25-7-6.26. If disabled, use actual amount of benefits.

Select the number of children for this obligation calculation. 02 ▼ children.

Gross Monthly Income:

* Required Field.

Parent 1	Parent 2
Non-Custodial	Custodial
\$ 6829	* \$ 7573 *

Deductions to Gross Income: The FIT, Social Security and Medicare deductions will automatically formulate when you click on calculate.

FIT (Federal Income Tax Withheld)	\$ 823	\$ 985
Social Security	\$ 423	\$ 470
Medicare	\$ 99	\$ 110
Retirement	\$ 0	\$ 0

Other Allowable Deductions See [SDCL 25-7-6.7](#)

Comments:	\$ 0	\$ 0
-----------	------	------

Comments:	\$ 0	\$ 0
-----------	------	------

Monthly Net Income	\$ 5484	\$ 6008
Combined Monthly Net Income	\$ 11492	
% Combined Income	48%	52%
Total Support Obligation	\$ 2409	
Individual Parent Support Obligation	\$ 1156	\$ 1253
Non-Custodial Parent Net Income Only	\$ 1516	
Monthly Child Support Obligation	\$ 1156	

Monthly Medical Insurance Payment	\$ 591	\$ 0
-----------------------------------	--------	------

Amount Adjusted for Medical	\$ 307	\$ 0
Adjusted Monthly Child Support Obligation	\$ 849	

Medical insurance is considered reasonable in cost if the cost attributable to the child is equal to or less than 8% of the net income, after proportionate medical support credit is applied, of the parent ordered to maintain insurance, and the amount is specified in the order. (SDCL 25-7-6.16)

Parent 1 8% Limit	\$ 439
Parent 2 8% Limit	\$ 481

The calculator provides only an estimate and is not a guarantee of the amount of child support that may be ordered. The amount of child support awarded may affect the amount of child support awarded.

**IN THE SUPREME COURT
OF THE
STATE OF SOUTH DAKOTA**

APPEAL NO. 30975

LINNEA CAROL BULYCA
Plaintiff/Appellee,

vs.

CASEY RAY BULYCA
Defendant/Appellant.

APPEAL FROM THE CIRCUIT COURT
SEVENTH JUDICIAL CIRCUIT
PENNINGTON COUNTY, SOUTH DAKOTA

THE HONORABLE SCOTT A. ROETZEL
CIRCUIT COURT JUDGE

APPELLEE'S BRIEF

COUNSEL FOR APPELLEE
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Pasqualucci & Peterson Law Office
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Rapid City, SD 57701

COUNSEL FOR APPELLANT
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326 Founders Park Drive
Rapid City, SD 57701

NOTICE OF APPEAL WAS FILED JANUARY 17, 2025

TABLE OF CONTENTS

	<u>PAGE</u>
TABLE OF AUTHORITIES	ii
JURISDICTIONAL STATEMENT	1
PRELIMINARY MATTERS	1
STATEMENT OF LEGAL ISSUE	2
STATEMENT OF THE CASE	2
STATEMENT OF FACTS	5
STANDARD OF REVIEW	7
ARGUMENT	8
I. MISSTATEMENTS OF FACT IN APPELLANTS BRIEF	8
II. THE TRIAL COURT PROPERLY DENIED CASEY'S MOTION TO AMEND CHILD SUPPORT, AS CASEY'S TESTIMONY WAS FOUND NOT TO BE CREDIBLE AND THE COURT LACKED SUFFICIENT EVIDENCE TO ACCURATLEY CALCULATE A NEW CHILD SUPPORT OBLIGATION.	9
III. THE TRIAL COURT FOLLOWED PROPER PROCEDURE BY IMPUTING CASEY'S INCOME PURSUANT TO SDCL §25-7-6.26	14
CONCLUSION	16
CERTIFICATE OF SERVICE	18
CERTIFICATE OF COMPLIANCE	18
APPENDIX	19

TABLE OF AUTHORITIES

STATE CASES :

<i>Anderson v. Anderson</i> , 2015 S.D. 28, ¶ 6, 864 N.W.2d 10, 14	7
<i>J. Clancy, Inc. v. Khan Comfort, LLC</i> , 2022 S.D. 68	13
<i>Crawford v Schulte</i> , 2013 S.D. 28, ¶ 9, 829 N.W.2d 155, 157	9, 10, 11
<i>Fossum v Fossum</i> , 1985 S.D. 374 N.W.2d 100	11
<i>Green v Green</i> , 2019 S.D. 922 N.W.2d 283	2, 7, 9
<i>Hill v. Hill</i> , 2009 S.D. 18, ¶ 5, 763 N.W.2d 818, 822)	7
<i>Midzak v. Midzak</i> , 2005 S.D. 58, ¶17, 697 NW2d 733, 738	7
<i>Muenster v Muenster</i> , 2009 S.D. 23, 764 N.W.2d 712	12
<i>Osdoba v Osdoba</i> , 2018 S.D. 43, ¶ 10, 913 N.W.2d at 500	7
<i>Ostwald v Ostwald</i> , 1983 S.D. 331 N.W.2d 64	12
<i>Schieffer v Schieffer</i> , 2013 S.D. 826 N.W.2d 627	2, 7
<i>Terca v Terca</i> , 2008 S.D. 99, ¶ 18, 757 N.W.2d at 324	7
<i>Walker v. Walker</i> , 2006 S.D. 68, ¶ 11, 720 N.W.2d 67, 70-71	7

STATE STATUTES:

SDCL §15-6-52(a)	14
SDCL § 15-26A-3	1
SDCL § 15-26A-66(b)(4)	18
SDCL §25-7-6.3	2, 9, 10
SDCL § 25-7-6.26	2, 14, 15
SDCL § 25-7A-22	2, 12, 13

SDCL §25-9C	13
SDCL §25-9C-611	13
SDCL § 25-9C-613	13

PRELIMINARY MATTERS

For ease of reference, Plaintiff and Appellee, Linnea Carol Bulyca, will be referred to as Linnea. Defendant and Appellant, Casey Ray Bulyca, will be referred to as Casey. Citations to the settled record will be referred to as "SR p. __" followed by the page number. Citations to the Court's Findings of Fact and Conclusions of Law and Order will be referred to as "CF p. __" followed by the page and number(s). Citations to the Stipulation and Property Settlement and Agreement will be referred to as "SA p. __" followed by the page number and paragraph. Citations to the transcript will be referred to as "TRV 1 p. ____" Citations to emails between Judges Pfeifle, Judge Roetzel, Mr. Peterson, and Mr. Galbraith will be referred to as "EM p. ____" Citations to Plaintiff's Exhibit 3 will be referred to as "Pl ex. 3."

JURISDICTIONAL STATEMENT

This case arises from an order entered on December 18, 2024, by the Honorable Scott Roetzel in a divorce action, 51 DIV 20-166. The parties have been divorced since May 24, 2021. The parties entered into a stipulation and agreement regarding the finalization of the divorce matter which included the amount of child support that would be paid by Casey to Linnea. On February 16, 2024, Casey filed a Motion to Amend Child Support. Linnea filed an Objection to Motion to Modify Child Support. On November 6, 2024, a hearing was held before the Honorable Scott Roetzel. Judge Roetzel signed the Court's Findings of Fact and Conclusions of Law and Order on December 13, 2024. This is an appeal of that order filed by Casey on January 17, 2025. This Court has jurisdiction pursuant to SDCL § 15-26A-3.

STATEMENT OF LEGAL ISSUE

- I. Whether the trial court followed proper procedure in denying Casey Ray Bulyca's Motion to Amend Child Support and not modifying the child support obligation currently in place when Casey's testimony was found to be not credible and he failed to provide sufficient evidence for the trial court to accurately calculate his gross monthly income.**

The trial court held in the affirmative.

MOST RELEVANT AUTHORITIES

SDCL § 25-7-6.26

SDCL § 25-7-6.3

SDCL § 25-7A-22

Green v Green,
2019 S.D. 5, 922 N.W.2d 283

Schieffer v Schieffer,
2013 S.D. 11, 826 N.W.2d 627

STATEMENT OF THE CASE

Linnea and Casey were divorced in the case of *Linnea Carol Bulyca v. Casey Ray Bulyca*, File No. 51 DIV 20-166, Seventh Circuit Court of Pennington County, by the Honorable Craig Pfeifle on May 24, 2021. SR p. 82. The parties entered into a Stipulation and Property Settlement Agreement for Child Custody, Visitation and Child Support and filed with the court on May 19, 2021. SR p. 55. Linnea was awarded primary physical custody of the parties' two minor children. SR pgs. 55 and 82. The parties, in their stipulation, agreed to the income of each party and agreed that Casey would pay child support to Linnea each month in the amount of \$1,682.00. SA p. 3. Further, Casey's proportionate share of the daycare expenses would be included in the child support order

in the amount of \$695.00. *Id.* Casey's total support order totaled \$2,377.00. SR pgs. 55 and 82.

On February 16, 2024, Casey filed a Motion to Amend Child Support without an affidavit to support the motion or any supporting documentation to substantiate Casey's income had changed. SR p. 273. A hearing was held on March 21, 2024, before the Honorable Craig Pfeifle. SR p. 277. At the hearing, Linnea's counsel, Nicholas Peterson, requested the matter be heard before a child support referee or that an evidentiary hearing be set, given the lack of supporting evidence. Judge Pfeifle advised the parties to request dates to set a hearing. It was not until May 15, 2024, that Mr. Galbraith contacted Judge Pfeifle to request a hearing date. SR p. 288 and EM p. 9. Due to Judge Pfeifle's pending retirement in June of 2024, the matter was transferred to the Honorable Scott Roetzel.

Judge Roetzel advised to set the hearing through his assigned clerk and a hearing was set for July 31, 2024. EM p. 8. Despite the trial court's instruction, Mr. Galbraith's office failed to file a Notice of Hearing. As the hearing date approached, it was apparent that Casey, through his counsel, had failed to produce any supporting documentation to justify amending his child support. On July 29, 2024, Mr. Peterson sent an email to Judge Roetzel, including opposing counsel, regarding the lack of evidence and the necessity for a continuance. EM p. 7. In his email, Mr. Peterson further proposed the matter be assigned to a child support referee, as it would minimize unnecessary costs for both parties. EM p. 7.

Judge Roetzel granted Mr. Peterson's request for the continuance. EM p. 5. That same day on July 29, 2024, Judge Roetzel informed the attorneys via email on July 29, 2024, that a 30-day deadline for discovery would be imposed. EM p. 5. The next hearing

was set for September 18, 2024. Yet again, Mr. Galbraith's office failed to file a Notice of Hearing.

On August 6, 2024, Mr. Peterson served a set of interrogatories and requests for production of documents for Casey to complete. SR p. 284. The court-imposed deadline for discovery came and went on September 10, 2024, without any response. That same day, Mr. Peterson sent a meet and confer letter addressing Casey's failure to provide the requested discovery. SR p. 285. On Friday September 13, 2024, Mr. Peterson's office received the answers to the interrogatories, accompanied by 423 pages of discovery. Facing the daunting task of reviewing nearly 428 pages on the eve of the hearing, Mr. Peterson communicated via email to Judge Roetzel requesting a continuance. EM p. 3. The late production was still incomplete. Mr. Galbraith's responsive email was less than accurate, and Judge Roetzel granted the request for continuance. EM p. 1.

The hearing was reset for November 6, 2024, before Judge Roetzel, confirmed via email. Once again, Mr. Galbraith's office failed to file the Notice of Hearing. Nevertheless, Casey appeared via Zoom with his counsel, Mr. Galbraith, along with Linnea and her attorney, Mr. Peterson, who appeared personally. The Court heard extensive testimony regarding Casey's income.

At the close of the hearing, Judge Roetzel directed each party to submit their proposed Findings of Fact and Conclusions of Law within thirty days. On December 13, 2024, Judge Roetzel entered the Findings of Fact, Conclusions of Law, and Order. SR p. 375. Casey filed his Notice of Appeal on January 17, 2025, and failed to file an objection to the trial court's Findings of Fact and Conclusions of Law. SR p. 403.

STATEMENT OF FACTS

Linnea and Casey were married on March 17, 2012. SA p. 2. Two children were born during their marriage, and Linnea was given primary physical custody of the minor children. SA p. 3. On May 19, 2021, the parties filed a Stipulation and Property Settlement Agreement regarding child custody and child support. SR p. 82. Under the terms of the stipulation, Casey agreed to pay Linnea monthly child support in the amount of \$1,682.00, along with his proportionate share of daycare expenses, totaling an additional \$695.00, for a combined monthly obligation of \$2,377.00. SR p. 185. Following the agreement, Casey started two trucking-related businesses: Bulldawg Enterprises, LLC and Bulldawg Logistics, LLC. CF p. 2.

Since the entry of the Decree of Divorce on May 25, 2021, there had been no modifications to Casey's child support obligations. CF p. 2. Rather than following the recommendation of counsel to follow the procedure of filing a motion to modify child support through the Department of Social Services, as outlined in SDCL § 25-7A-22, Casey chose to file a Motion to Amend Child Support directly with the circuit court. Had Casey utilized the Division of Child Support and proceeded before a child support referee, the matter could have been resolved more efficiently, sparing both parties significant delay and thousands of dollars in attorney fees. EM p. 7.

An evidentiary hearing on Casey's motion was held on November 6, 2024. CF p. 1. The Court heard extensive testimony regarding Casey's budget and his alleged decrease in income. Casey submitted tax returns, bank statements, and a personal budget, but failed to provide any credit card statements, leaving important gaps in his income information and alleged financial hardship. CF pgs. 3-6. Prior to the hearing, Casey

submitted a child support worksheet, claiming a gross income of \$5,300 each month, but submitted a budget totaling \$11,392.30 in expenses each month. CF p. 3. At the hearing, Casey testified his bills are paid each month. CF p. 3. A Profit and Loss Statement for Bulldawg Enterprises, LLC, showed a gross profit of \$920,874.59 and a net operating profit of \$123,065.79 from January 2024 to July 2024. CF p. 3. Casey further stated that in the first seven months of 2024, the total owner draws totaled \$71,550, amounting to \$10,221 each month. CF p. 4. Casey explained the owner draws are attributed to his personal credit cards, personal consolidation loan, child support, and alimony. CF p. 4. The trial court further found that Casey's business bank accounts show that the business pays for all of Casey's monthly expenses. CF p. 4. Specifically, Bulldawg Enterprises, LLC paid Casey's rent, truck payment, gas, personal car insurance, groceries, utilities, health insurance, totaling \$11,392 each month. CF pgs. 4-5. The trial court found "Casey testified that Bulldawg Enterprises, LLC pays all his expenses, including rent, and claims no income from the business." CF p. 6.

At the hearing, Casey failed to provide documentation to support his budget. CF p. 6. He failed to provide any credit card statements to support how his expenses were paid. CF p. 6. Casey testified there were duplicative expenses but offered no proof to support his statement. CF p. 6. Ultimately, the trial court found Casey's testimony regarding his expenses, how they were paid, and by whom was not supported by evidence and, therefore, not credible. CF p.7.

After careful consideration, the trial court entered its Findings of Fact, Conclusions of Law, and Order on December 13, 2024, denying Casey's Motion to Amend Child Support. The Court found that Casey failed to provide sufficient supporting

documentation, failed to demonstrate any legitimate decrease in income, and further found Casey's testimony to not be credible.

STANDARD OF REVIEW

Green v. Green, 922 N.W.2d 283 (SD 2019), states, "In divorce actions, we review an award of attorney fees, determinations as to child support, and determinations in the division of property for an abuse of discretion." *Id.* (citing *Anderson v. Anderson*, 2015 S.D. 28, ¶ 6, 864 N.W.2d 10, 14) (quoting *Hill v. Hill*, 2009 S.D. 18, ¶ 5, 763 N.W.2d 818, 822). "An abuse of discretion occurs when discretion is exercised to an end or purpose not justified by, and clearly against, reason and evidence." *Id.* (quoting *Osdoba*, 2018 S.D. 43, ¶ 10, 913 N.W.2d at 500); *Terca*, 2008 S.D. 99, ¶ 18, 757 N.W.2d at 324). We first note again that determinations of child support are reviewed for an abuse of discretion. *Hill*, at ¶ 5.

"On appeal, findings of fact are reviewed under the clearly erroneous standard of review." *Schieffer v. Schieffer*, 826 N.W.2d 627 (SD 2013). As a result, this Court "will overturn the trial court's findings of fact on appeal only when a complete review of the evidence leaves [this] Court with a definite and firm conviction that a mistake has been made." *Id.* Further, this Court gives due regard to the trial court's opportunity "to judge the credibility of witnesses and to weigh their testimony[.]" *Walker v. Walker*, 2006 S.D. 68, ¶ 11, 720 N.W.2d 67, 70-71 (quoting *Midzak v. Midzak*, 2005 S.D. 58, ¶ 14, 697 N.W.2d 733, 738).

ARGUMENT

I. MISSTATEMENTS OF FACT IN APPELLANT'S BRIEF

First, it is important to clarify the record, as Appellant's brief is replete with misstatements of fact, beginning with the date of the divorce. The decree was signed on May 24, 2021. SR p. 82. However, Appellant's brief incorrectly states the date as May 25, 2021. See Appellant's Brief, p. 3. Next, Appellant's brief claims that Olga, Casey's live-in girlfriend, owns half of the business. See Appellant's Brief, p. 4. This was not a finding of the trial court. It was merely Casey's own testimony, which the trial court found to be not credible and unsupported by any documentation. FCC pg. 2-3. Specifically, the trial court found that "Casey provided no LLC paperwork for Bulldawg Enterprises, LLC or any documentation to establish that Olga owns half of Bulldawg Enterprises, LLC." CF p. 4. Furthermore, the trial court found "Casey provided no proof of who received the draws from Bulldawg Enterprises, LLC." CF p. 4.

Furthermore, it is stated throughout Appellant's brief that there was no testimony regarding daycare expenses "because there were not any." Appellant's Brief p. 6. This statement is misleading at best. There are current and ongoing daycare expenses related to the children. Neither party testified about daycare expenses and Casey's Motion to Amend Child Support failed to address daycare expenses. Put simply, the fact that neither party testified about daycare does not mean the costs do not exist. Since Casey is the party requesting to modify the current child support order, he would have needed to address the issue in his motion and at the hearing. Accordingly, the assertion that daycare costs are no longer incurring is misleading to the Court, unsupported by the record, and the issue should be considered waived by Appellant.

Moreover, Appellant's brief states: "Interestingly enough, even Linnea's proposed child support calculation included a reduction in child support by over \$700 per month. See Plaintiff's Exhibit 3." Appellant's Brief p. 13. This is not true. Plaintiff's Exhibit 3 has a proposed child support amount of \$1,671.00, a decrease of \$11.00 from the current amount of \$1,682.00. Pl. ex. p. 3. This amount is, however, not correct as Casey testified at the hearing that his business pays his health care costs. CF p. 5. Therefore, no offset is afforded to Casey on the child support calculation. TRV 1 p. 37.

II. THE TRIAL COURT PROPERLY DENIED CASEY'S MOTION TO AMEND CHILD SUPPORT, AS CASEY'S TESTIMONY WAS FOUND TO BE NOT CREDIBLE AND THE COURT LACKED SUFFICIENT EVIDENCE TO ACCURATELY CALCULATE A NEW CHILD SUPPORT OBLIGATION.

The trial court properly denied Casey's motion to amend child support. Appellant's brief states that "Casey had a new job making ore (sic) money . . ." but at the hearing, the trial court found Casey's testimony to not be credible and failed to provide sufficient evidence to calculate his income or expenses. Appellant's Brief p. 11. As the judge of credibility, the trial court correctly left Casey's child support obligation at the amount set at the time of the divorce because Casey failed to provide a credible income figure that could be used to recalculate support. CF p. 9.

South Dakota law, specifically SDCL § 25-7-6.3, defines the sources of income that may be used to determine child support obligations. The South Dakota Supreme Court reaffirmed this in *Green v. Green*, 922 N.W.2d 283 (SD 2019). *Id.* (citing *Crawford v Schulte*, 2013 S.D. 28, ¶ 9, 829 N.W.2d 155, 157). Specifically, SDCL § 25-7-6.3 provides:

The monthly net income of each parent shall be determined by the parent's gross income less allowable deductions, as

set forth in this chapter. The monthly gross income of each parent includes amounts received from the following sources:

- (1) Compensation paid to an employee for personal services, whether salary, wages, commissions, bonus, or otherwise designated;
- (2) Self-employment income including gain, profit, or loss from a business, farm, or profession;
- (3) Periodic payments from pensions or retirement programs, including social security or veteran's benefits, disability payments, or insurance contracts;
- (4) Interest, dividends, rentals, royalties, or other gain derived from investment of capital assets;
- (5) Gain or loss from the sale, trade, or conversion of capital assets;
- (6) Unemployment insurance benefits;
- (7) Worker's compensation benefits; and
- (8) Benefits in lieu of compensation including military pay allowances.

Overtime wages, commissions, and bonuses may be excluded if the compensation is not a regular and recurring source of income for the parent. Income derived from seasonal employment shall be annualized to determine a monthly average income.

We have previously held that this list is *non-exhaustive* and that other types of income may be included to calculate child support. See *Crawford*, 2013 S.D. 28, 290, ¶¶ 10-11, 829 N.W.2d at 158 (concluding that a lump sum inheritance, not included in the list in SDCL 25-7-6.3, could be considered income for child support purposes).

SDCL § 25-7-6.3. The statute lists multiple sources of income, including but not limited to wages, self-employment income, retirement benefits, dividends, and rental income.

The law also states that overtime wages, commissions, and bonuses may be excluded if they are not a regular and recurring source of income. Seasonal employment must be annualized to determine a monthly average. The South Dakota Supreme Court has also

held that this list is not exhaustive, and that other income may be included when calculating child support. See *Crawford*, 2013 S.D. 28, ¶ 10-11, 829 N.W.2d at 158.

The trial court heard extensive testimony regarding Casey's alleged income and expenses using these legal standards. As the trier of fact, the trial court had the discretion to deny Casey's motion. The trial court determined that Casey's testimony was not credible and that he failed to provide sufficient documentation to support his motion.

A trial court has authority and discretion to approve or deny any motion. The standard for reviewing a trial court's decision is abuse of discretion. Based on the record, the trial court did not abuse its discretion. It properly denied Casey's motion because Casey failed to prove that a modification was warranted. Child support had already been established, and the trial court was unable to determine Casey's current income due to his own failure to provide reliable evidence.

Casey's motion to amend child support was unsupported by any credible documentation that would allow the trial court to determine his net income. Although there was extensive testimony regarding Casey's claimed financial situation, the trial court correctly found that he had not met his burden of proof. CF p. 9. Without sufficient proof, the trial court could not in good faith recalculate a new child support amount and therefore properly denied the motion. CF p. 9. Therefore, Casey failed to present credible testimony that justified a modification of child support. CF p. 7.

The Appellate brief relied on *Fossum v. Fossum*, a forty-year-old case, to argue that child support should be based on the needs of the children and the supporting parent's reasonably determinable income. *Fossum v. Fossum*, 374 N.W.2d 100 (SD 1985). However, in this case, the trial court was unable to determine Casey's present

income. Casey failed to support his motion with credible evidence, failed to provide documentation proving that his income had decreased, failed to provide proof that the children's needs had changed, and failed to provide proof he was unable to pay his current child support obligation. As such, the facts at hand are factually distinguishable from *Fossum*.

The Appellant's brief also cited *Ostwald v. Ostwald*, another forty-year-old case. *Ostwald v. Ostwald*, 331 N.W.2d 64 (SD 1983). *Ostwald* was reversed and remanded because the trial court had not heard testimony regarding the appellee's income and had failed to follow the proper procedures for determining his financial situation. In contrast, the case at hand was fully litigated. The trial court heard testimony about Casey's income and found that he was not credible, markedly different from the facts in *Ostwald*. The trial court made its decision based upon Casey obfuscating his income, not based on any failure to follow procedure.

The final case relied on in the Appellant's brief is *Muenster v. Muenster*, which was remanded for recalculation because the trial court had imputed prior income without taking testimony or receiving documentation. *Muenster v. Muenster*, 2009 S.D. 23, 764 N.W.2d 712. Again, the facts in the case at hand are notably distinguishable. Here, the trial court fully heard Casey's testimony, considered the evidence, and determined that Casey's claim of financial hardship was not supported by credible documentation. Therefore, the facts in this case are clearly different from *Muenster*.

The Appellant's brief acknowledges that there are few cases supporting Casey's appeal. This is because the law is clear on this issue. In 1998, the Department of Social Services created a process for modifying child support, known as the child support case

registry. Further, pursuant to SDCL § 25-7A-22, the procedure for the modification of child support was established:

Beginning October 1, 1998, the Department of Social Services is designated as the state child support case registry, and shall collect, maintain, update, and monitor child support enforcement records by use of an automated system, for all child support orders being enforced by the department and all support orders entered or modified in the state on or after October 1, 1998.

Petition for modification of child support--Hearing--Referee's report--Objections--Service--Objection to modification of report.

If the support order was entered in this state and this state maintains continuing exclusive jurisdiction over the support order pursuant to chapter 25-9C, or if the support order was registered in this state and the requirements of § 25-9C-611 or 25-9C-613 are satisfied, an obligor, an obligee, or the assignee may file a petition, on forms prescribed by the department, to increase or decrease child support. For any support order entered or modified after July 1, 1997:

SDCL § 25-7A-22. This statute allows a parent to file a petition through the Department of Social Services to modify child support. Casey ignored this process and instead chose to file his motion with the circuit court. Because he circumvented the correct procedure, the trial court had full discretion and authority to deny his motion based on a lack of evidence and credibility on the part of Casey. As such, Casey's modification request was properly denied by the court.

Lastly, as the trier of fact, the trial court correctly exercised its authority to judge the credibility of witnesses. "The credibility of witnesses, the import to be accorded their testimony, and the weight of the evidence must be determined by the trial court, and we give due regard to the trial court's opportunity to observe the witnesses and examine the evidence." *J. Clancy, Inc. v. Khan Comfort, LLC*, 2022 S.D. 68 (citations omitted); SDCL

§ 15-6-52(a). The trial court found that Casey's testimony was not credible and that he failed to provide sufficient evidence to support a modification in child support. Because Casey did not provide sufficient proof of his financial situation, the trial court properly denied his motion.

III. THE TRIAL COURT FOLLOWED PROPER PROCEDURE BY IMPUTING CASEY'S INCOME PURSUANT TO SDCL § 25-7-6.26

Appellant argues the trial court refused to calculate child support, however, the trial court followed proper procedure by imputing Casey's income. Pursuant to SDCL § 25-7-6.26:

If a parent in a child support establishment or modification proceeding fails to furnish income or other financial information, the parent is in default. Income not actually earned by a parent may be imputed to the parent pursuant to this section. Except in cases of physical or mental disability or incarceration for one hundred eighty days or more, it is presumed for the purpose of determining child support in an establishment or modification proceeding that a parent is capable of being employed a minimum of one thousand eight hundred twenty hours per year at the state minimum wage, absent evidence to the contrary. Evidence to rebut this presumption may be presented by either parent.

Income may be imputed to a parent when the parent is unemployed, underemployed, fails to produce sufficient proof of income, has an unknown employment status, or is a full-time or part-time student, whose education or retraining will result, within a reasonable time, in an economic benefit to the child for whom the support obligation is determined, unless the actual income is greater. In all cases where imputed income is appropriate, the amount imputed must be based upon the following:

- (1) The parent's residence;
- (2) The parent's recent work and earnings history;
- (3) The parent's occupational, educational, and professional qualifications;
- (4) Existing job opportunities and associated earning levels in the community or the local trade area;

- (5) The parent's age, literacy, health, criminal record, record of seeking work, and other employment barriers;
- (6) The availability of employers willing to hire the parent; and
- (7) Other relevant background factors.

Income is not imputed to a parent who is physically or mentally disabled to the extent that the parent cannot earn income; who is incarcerated for more than one hundred eighty days; who has made diligent efforts to find and accept suitable work or to return to customary self-employment, to no avail; or when the court makes a finding that other circumstances exist that make the imputation inequitable, in which case the imputed income may only be decreased to the extent required to remove such inequity.

Imputed income may be in addition to actual income and is not required to reflect the same rate of pay as actual income.

SDCL 25-7-6.26 (emphasis added). The trial court found Casey failed to provide documentary evidence to support the payment of his personal expenses, which according to his testimony, totaled \$11,392 each month. CF p. 5. Casey failed to provide any credit card statements to support how his personal expenses were paid and failed to provide any documentation to support his personal budget. CF p. 6. Ultimately, the trial court found Casey's testimony regarding his expenses, how they were paid, and by whom was not supported and, therefore, not credible. CF p. 7. Again, SDCL § 25-7-6.26 states: "If a parent in a child support establishment or modification proceeding fails to furnish income or other financial information, the parent is in default . . ." By failing to furnish financial information necessary to calculate income, the trial court may impute Casey's income, pursuant to SDCL § 25-7-6.26. "Income may be imputed to a parent when the parent is unemployed, underemployed, **fails to produce sufficient proof of income**, has an unknown employment status, or is a full-time or part-time student, whose education or retraining will result, within a reasonable time, in an economic benefit to the child for

whom the support obligation is determined, unless the actual income is greater.” *Id.* (emphasis added). Because Casey failed to produce the necessary documents to support how his monthly expenses were paid each month, the trial court properly imputed Casey’s income. The trial court concluded that after considering Casey’s personal monthly expenses paid through Bulldawg Enterprises LLC, “Casey’s gross monthly income, at a minimum, to be \$11,392.” CF p. 9. (emphasis added). Because the trial court found Casey’s gross monthly income to be at least \$11,392, the Court concluded Casey had not met his burden to support a reduction of his child support obligation. If the Court were to further impute Casey’s income based upon the lack of financial information provided, the Court may find Casey’s income has actually increased since the entry of the Decree of Divorce on May 25, 2021.

CONCLUSION

The trial court properly denied Casey’s Motion to Amend Child Support. Casey filed his motion without offering a shred of documentation to show what he earned. He failed to provide the necessary documentation to support his motion. Only after Linnea served interrogatories and requests for production of documents did Casey provide a partial response, though it was still incomplete and insufficient to accurately determine his income.

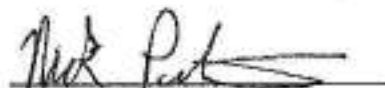
Furthermore, Casey’s testimony regarding his income and expenses lacked credibility. The trial court, as the trier of fact, correctly determined that it could not rely on Casey’s testimony. Without credible evidence, the trial court was unable to make an informed decision regarding the modification of child support and chose to impute Casey’s income at a minimum level which would not justify a reduction in his child

support obligation. Consequently, the trial court's decision to deny the motion was well-founded and in accordance with the facts before it.

Dated this 30th day of April, 2025.

For the Appellee, Linnea Bulyca

PASQUALUCCI & PETERSON LAW OFFICE, P.C

A handwritten signature in black ink, appearing to read "Nick Peterson", is written over a horizontal line.

NICHOLAS J. PETERSON
550 N 5TH STREET
RAPID CITY, SD 57701
(605)721-8821

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of April, 2025, I caused the foregoing Appellee's Brief to be electronically filed with the Clerk of the Supreme Court of South Dakota by serving the same upon Shirley Jameson-Fergel, Clerk of the Supreme Court of South Dakota, by email at: scclerkbriefs@uds.state.sd.us.

I also certify that on April 30, 2025, I served a true and correct copy of the foregoing Appellee's Brief upon Robert Galbraith, Attorney for the Appellant, PO Box 8030, Rapid City, South Dakota 57701, by email at: robert@nooneysolay.com.

Dated this 30th day of April, 2025.



Nicholas J. Peterson
Pasqualucci & Peterson Law Office, P.C.
550 N 5th Street
Rapid City, SD 57701
Attorney for the Appellee

CERTIFICATE OF COMPLIANCE

Pursuant to S.D.C.L. § 15-26A-66(b)(4), counsel for the Appellee does hereby state that the foregoing brief is typed in proportionally spaced typeface in Times New Roman 12 point. The pages of this brief, excluding the Appendix, do not exceed forty and the word processor used to prepare this brief indicated that there are 5,044 words in the body of the brief and 26, 289 characters (no spaces).

**IN THE SUPREME COURT
OF THE
STATE OF SOUTH DAKOTA**

APPEAL NO. 30975

LINNEA CAROL BULYCA
Plaintiff/Appellee,

vs.

CASEY RAY BULYCA
Defendant/Appellant.

APPEAL FROM THE CIRCUIT COURT
SEVENTH JUDICIAL CIRCUIT
PENNINGTON COUNTY, SOUTH DAKOTA

THE HONORABLE SCOTT A. ROETZEL
CIRCUIT COURT JUDGE

APPENDIX TO THE APPELLEE'S BRIEF

CONTENTS

Court's Findings of Fact and Conclusions of Law and Order	CF p. 1-10
Stipulation and Property Settlement Agreement for Child Custody, SA p. 1-23 Visitation and Child Support	
Transcript Volume 1	TRV 1 p. 1-50
Emails between Judge Roetzel, Nicholas Peterson and Robert Galbraith	EM p. 1-9
Plaintiff's Exhibit 3	PL Ex. 3

STATE OF SOUTH DAKOTA	)	IN CIRCUIT COURT
	:SS	
COUNTY OF PENNINGTON	)	SEVENTH JUDICIAL CIRCUIT
LINNEA CAROL BULYCA,	)	51 DIV. 20-000166
)	
Plaintiff,	)	COURT'S FINDINGS OF FACT
	)	AND CONCLUSIONS OF
v.	)	LAW AND ORDER
)	
CASEY RAY BULYCA,)	
)	
Defendant.)	

THIS MATTER having come before the Court on November 6, 2024, on the Defendant's Motion to Amend Child Support, the Plaintiff Linnea Carol Bulyca, appearing in person and through her counsel, Nicholas J. Peterson; the Defendant Casey Ray Bulyca, appearing telephonically and through his counsel, Robert Galbraith; the Court having had the opportunity to consider the evidence submitted by the parties, the testimony presented, the exhibits received by the Court, and the contents of the file herein, and good cause appearing does hereby find:

FINDINGS OF FACT

1. That any Finding of Fact deemed to be a Conclusion of Law or any Conclusion of Law deemed to be a Finding of Fact should be appropriately incorporated in Findings of Fact and Conclusions of Law as the case may be.
2. The parties to this case are Plaintiff, Linnea Carol Bulyca (hereinafter "Linnea") and Defendant, Casey Ray Bulyca (hereinafter "Casey").
3. The Plaintiff is a resident of Pennington County, South Dakota, and the Defendant is a resident of the state of Alabama.
4. This Court has personal and subject matter jurisdiction in this matter.

5. On May 25, 2021, Linnea and Casey were divorced by this Court, through the filing of a Decree of Divorce.
6. The Decree of Divorce incorporated the Parties' Stipulation and Property Settlement Agreement for Child Custody, Visitation, and Child Support, which was signed by the parties on May 19, 2021, and filed with the Court.
7. There were two children born during the marriage. Caiden Ray Bulyca, born November 19, 2013 and Cooper Ray Bulyca, born September 3, 2018.
8. The Decree of Divorce and Stipulation dated May 24, 2021, set Casey's child support to Linnea at \$2,377 per month (\$1,682 for child support and \$695 for daycare expense).
9. Casey's income at the time of filing of divorce was calculated at \$13,441 per month and Linnea's income at the time of filing of divorce was calculated at \$2,895 per month.
10. On February 16, 2024, Casey filed a Motion to Amend Child Support.
11. The Motion to Amend Child Support identified that the Defendant's proposed child support calculation, utilizing the income information provided by the parties during 2023 in Defendant's Exhibit 1.
12. Since the agreement was signed, Casey has changed employment by starting his own business, Bulldawg Enterprises, LLC and Bulldawg Logistics, LLC. Both are South Dakota limited liability companies.
13. Casey was aware of his court ordered financial obligations prior to deciding to change employment.
14. Casey testified that he and his live-in girlfriend, Olga, are joint owners of Bulldawg Enterprises, LLC.

15. Casey provided no documentation to support that Olga owns half of Bulldawg Enterprises, LLC.
16. There was no indication from the financial statements of Bulldawg Enterprises, LLC that Olga had a one-half ownership interest.
17. There is no indication from the financial statements of Bulldawg Enterprises, LLC that Olga had received a draw or other payout from the business.
18. Casey submitted a child support worksheet and claims his income to be \$5,300 each month.
19. The bank statements do not indicate that Olga received any draws.
20. Olga is not listed as an owner on Bulldawg Enterprises, LLC bank accounts.
21. Bulldawg Enterprises, LLC bank statements were submitted with the Court and were marked as exhibits.
22. Casey provided a budget totaling \$11,392.30 in expenses each month.
23. Casey testified that all his expenses are paid each month.
24. Casey provided a Profit and Loss Statement for Bulldawg Enterprises, LLC, showing a gross profit of \$920,874.59 and a net operating profit of \$123,065.79 from January 2024 to July 2024.
25. Casey provided an accounting of Owner's Draws from Bulldawg Enterprises, LLC, showing total withdrawals through July of 2024 amounting to \$24,059 and \$47,491 for a total of \$71,550.
26. Casey testified that his live-in girlfriend, Olga, is his business partner and that she receives 50% of the draws listed.

27. Casey provided no LLC paperwork for Bulldawg Enterprises, LLC or any documentation to establish that Olga owns half of Bulldawg Enterprises, LLC.
28. Olga is not listed on any of the LLC bank statements.
29. Casey provided no proof of who received the draws from Bulldawg Enterprises, LLC.
30. Total owner draws from the business total \$71,550 for the first 7 months of 2024 for a total monthly draw of \$10,221 each month.
31. Casey testified that the owner draws are attributed to his personal credit cards, personal consolidation loan, child support, and alimony.
32. Casey provided personal and business bank accounts.
33. Casey's business bank accounts show that the business pays for all of Casey's monthly expenses.
34. Casey testified that Bulldawg Enterprises, LLC pays his rent in the amount of \$2,000 each month.
35. Casey testified that Bulldawg Enterprises, LLC pays Casey's truck payment in the amount of \$600.00 each month.
36. Casey testified that Bulldawg Enterprises, LLC pays Casey's personal car insurance in the amount of \$386.14 each month.
37. Casey testified that Bulldawg Enterprises, LLC pays Casey's personal internet costs in the amount of \$85.00 each month.
38. Casey testified that Bulldawg Enterprises, LLC pays Casey's personal water bill in the amount of \$85.00.

39. Casey testified that Bulldawg Enterprises, LLC pays Casey's power bill in the amount of \$292.62 each month.
40. Casey testified that Bulldawg Enterprises, LLC pays for the boys' medical insurance in the amount of \$591.94 each month.
41. Casey testified that Bulldawg Enterprises, LLC pays Casey's personal vitamins in the amount of \$200.00.
42. Casey testified that life insurance is paid by Bulldawg Enterprises, LLC in the amount of \$103.00.
43. After adding the draws attributed to Casey along with the personal expenses, he testified to Bulldawg Enterprises, LLC paying each month, Casey's income exceeds his budgeted amount of \$11392.00 per month.
44. Casey failed to provide documentary evidence to support that the payment of his personal expenses are paid from draws from the business.
45. The bank statements provided indicate that Casey pays for nearly all of his personal monthly expenses through Bulldawg Enterprises, LLC as business expenses.
46. Casey testified to utilizing Bulldawg Enterprises, LLC to pay his personal expenses.
47. Casey testified that Bulldawg Enterprises, LLC pays the expenses listed in his budget.
48. There is no gas expense listed for Casey's personal vehicle in his personal budget, but financial documents indicate Bulldawg Enterprises, LLC pays the expense.
49. At a minimum, Casey draws from the business each month to pay for the expenses listed in his personal budget of \$11,392.30.

50. Casey testified that he takes cash from the business in ATM withdrawals.
51. Casey testified that all of his bills presented in his budget are paid by Bulldawg Enterprises, LLC.
52. Casey provided his 2023 tax return which included a P&L for Bulldawg Enterprises, LLC.
53. Casey's tax return shows a loss for Bulldawg Enterprises, LLC.
54. Casey testified that Bulldawg Enterprises, LLC pays all his expenses including rent, and claims no income from the business.
55. Casey's tax return shows \$0 for wages.
56. Casey did not provide any documentation to support his personal budget.
57. Casey failed to provide any credit card statements to support how his expenses were paid.
58. Casey testified there were duplicative expenses presented but offered no proof to support his statement.
59. Linnea testified to obtaining new employment with her gross monthly income amounting to \$5,833 per month.
60. Linnea also testified that she is a licensed real estate agent and her income this year amounted to \$1,740 per month.
61. Linnea testified that she has no active deals pending and plans on focusing on her new full-time position.
62. Linnea expects to be able to keep her license but does not anticipate selling homes at the same rate she was doing in 2024.

63. Linnea's testimony regarding her income was credible.

64. Linnea supported her testimony with documentation.

65. Casey's testimony regarding his expenses, how they were paid, and by whom was not supported and therefore, not credible.

CONCLUSIONS OF LAW

1. This Court has jurisdiction of the Parties and the subject matter to this litigation.
2. Under SDCL § 25-5-18.1, "[t]he parents of any child are under a legal duty to support their child in accordance with the provisions of § 25-7-6.1, until the child attains the age of eighteen, or until the child attains the age of nineteen if the child is a full-time student in a secondary school." Both parents "are responsible for payment of child support in accordance with § 25-7-6.1." SDCL § 25-4A-16
3. Pursuant to SDCL § 25-7-6.13, this Court may modify child support without requiring a showing of a change in circumstances because the Court's prior child support Order was entered prior to July 1, 2022.
4. In this case, the parties stipulated to Linnea's income, so the Court was tasked only with determining Casey's income.
5. Under SDCL § 25-7-6.3

The monthly net income of each parent shall be determined by the parent's gross income less allowable deductions, as set forth in this chapter. The monthly gross income of each parent includes amounts received from the following sources:

- (1) Compensation paid to an employee for personal services, whether salary, wages, commissions, bonus, or otherwise designated;
- (2) Self-employment income including gain, profit, or loss from a business, farm, or profession;
- (3) Periodic payments from pensions or retirement programs, including social security or veteran's benefits, disability payments, or insurance contracts;
- (4) Interest, dividends, rentals, royalties, or other gain derived from investment of capital assets;

- (5) Gain or loss from the sale, trade, or conversion of capital assets;
- (6) Reemployment assistance or unemployment insurance benefits;
- (7) Worker's compensation benefits; and
- (8) Benefits in lieu of compensation including military pay allowances.

Overtime wages, commissions, and bonuses may be excluded if the compensation is not a regular and recurring source of income for the parent. Income derived from seasonal employment shall be annualized to determine a monthly average income.

6. The South Dakota Legislature has provided the standard for the Court to use when a parent's income is derived from a business. That statute provides as follows:

Gross income from a business, profession, farming, rentals, royalties, estates, trusts, or other sources, are the net profits or gain, or net losses shown on any or all schedules filed as part of the parents' federal income tax returns or as part of any federal income tax returns for any business with which he is associated, except that the court may allow or disallow deductions for federal income taxation purposes which do not require the expenditure of cash, including, but not limited to, depreciation or depletion allowances, and may further consider the extent to which household expenses, automobile expenses, and related items are deductible or partially deductible for income tax purposes. In the event a court disallows depreciation, it may consider necessary capital expenditures which enhance the parent's current income for child support purposes.

SDCL § 25-7-6.6 (emphasis added).

7. South Dakota utilizes an "income shares method" to calculate child support under which: a child support figure is established by adding together the gross income of both parents and [by] using [a statutory] chart to determine what the proper amount of support is for that income level. The child support is then allocated between ... both

parents in proportion to their relative [net monthly] incomes, with the payment being made by the non-custodial parent to the custodial parent. *Condrón v. Condrón*, 10 N.W.3d 213 (S.D. 2024) (quoting *Peterson v. Peterson*, 2000 S.D. 58, ¶ 15, 610 N.W.2d 69, 71).

8. That since the entry of the order in May of 2021, Casey has, by his own choice, changed jobs and created his own businesses.
9. Bulldawg Enterprises, LLC has owner draws for 2024 in the amount of \$71,550 for the first seven (7) months of 2024 for a total monthly income of \$10,221.
10. Bulldawg Enterprises, LLC pays Casey's rent in the amount of \$2,000.00 each month.
11. Bulldawg Enterprises, LLC pays all of Casey's personal expenses to include insurance, gas, utility bills, truck payments, food, and entertainment.
12. After considering Bulldawg Enterprises, LLC pays for virtually all of Casey's personal expenses, the Court concludes those expenses shall not be deducted for purposes of calculating child support and shall be considered when determining Casey's gross monthly income.
13. After considering Casey's personal monthly expenses paid through Bulldawg Enterprises LLC, Casey's gross monthly income, at a minimum, is \$11,392.
14. At a minimum, Casey's budget of \$11,392 has been met each month, which does not include ATM expenses, gas, gifts, miscellaneous expenses, and travel. The Court concludes, at a minimum, he has failed to show that his income has decreased since the order for child support was entered in May of 2021.
15. The Court finds Casey has not met his burden to support his Motion to Amend Child Support.
16. Therefore, Casey's motion to modify child support is denied.

ORDER

Considering the foregoing, it is hereby

ORDERED that Defendants' Motion to Amend Child Support is **DENIED**.

Dated this 13th day of December 2024.

BY THE COURT



The Honorable Scott A. Roetzel
Circuit Court Judge
Seventh Judicial Circuit

Attest:



Amber Watkins, Clerk of Courts



FILED
Percington County, SD
IN CIRCUIT COURT

DEC 13 2024

Amber Watkins, Clerk of Courts
By inf Deputy

STATE OF SOUTH DAKOTA) IN CIRCUIT COURT
COUNTY OF PENNINGTON) ss. SEVENTH JUDICIAL CIRCUIT

LINNEA CAROL BULYCA,
Plaintiff,

51DIV20-000166

v.

CASEY RAY BULYCA,
Defendant.

**STIPULATION AND PROPERTY
SETTLEMENT AGREEMENT FOR
CHILD CUSTODY, VISITATION, AND
CHILD SUPPORT**

In the above-entitled action the Plaintiff, Linnea Carol Bulyca, and Defendant, Casey Ray Bulyca are seeking a divorce from each other. In the event the Court grants a Judgment and Decree of Divorce to either party herein, the parties stipulate and agree that there exists between them irreconcilable differences and that there is the desire of the parties to effect an amicable settlement and equitable division of the real and personal property, owned either jointly or severally by them. The parties warrant that they have fully informed the other of the financial and personal status of themselves, which each has relied upon, and that they have given full thought and consideration to the making of this Agreement.

Subject to the approval of the Court, it is hereby stipulated and agreed by and between the parties as follows:

1. PARTIES

The parties to this Agreement are Linnea Carol Bulyca, hereinafter referred to as "Plaintiff," "Linnea" or "Mother" and Casey Ray Bulyca, hereinafter referred to as "Defendant" "Casey" or "Father."


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SA p. 1 of 23


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2. PURPOSE

The parties have reached a point in their marital relationship where they can no longer live together as such and desire therefore to enter into a binding and final settlement of their property and debts. The purpose of this Agreement is to set forth the terms and conditions upon which the parties agree to compromise and settle the controversies arising out of their marital relationship, to provide for the care and custody of their children, and to assist the Court in disposing of this matter. The parties hereby request this Court to approve and confirm this Agreement entered into between the parties and to grant the divorce on the grounds of irreconcilable differences pursuant to SDCL § 25-4-17.3 based on the affidavits of the parties as to jurisdiction and grounds for divorce without the necessity of a court hearing.

3. JURISDICTIONAL FACTS

The Plaintiff is a resident of Pennington County, State of South Dakota, the Defendant is a resident of the State of West Virginia and do hereby submit to the jurisdiction of the Courts of the State of South Dakota, Pennington County to hear this matter.

4. NOTICE OF TRIAL AND DECISION OF COURT WAIVED

After being fully advised of their rights, the parties do specifically waive any notice of trial and decision of the Court consisting of its Findings of Fact and Conclusions of Law. The Plaintiff and Defendant hereby agree that the above captioned Court shall have jurisdiction of the matter to decide, among other



SA p. 2 of 23


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things, the issues involved in the granting of a Judgment and Decree of Divorce and the division of property and such other matters discussed herein.

5. DATE AND PLACE OF MARRIAGE AND DATE OF SEPARATION

Plaintiff and Defendant were married in Hill City, South Dakota on March 17, 2012, and have now been ever since and are now husband and wife.

6. CHILDREN

There were two children born to the marriage, Caiden Ray Bulyca, born, November 19, 2013 and Cooper Ray Bulyca, born September 3, 2018. The Plaintiff is not now pregnant.

7. CUSTODY

Parties will share joint legal custody of their children, with Plaintiff retaining sole physical custody of the children with the Defendant receiving parenting time as set forth below in Section 9.

8. CHILD SUPPORT AND HEALTH INSURANCE

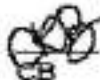
The Defendant to pay child support to the Plaintiff in the amount of \$1,682.00 per month and his proportionate share of daycare costs in the amount of \$695.00 for a total amount due each month in the amount of \$2,377.00. The first payment of \$2,377.00 is due on March 1, 2021 and child support payments shall continue to be paid to the Department of Social Services Division of Child Support 700 Governors Drive Suite 84, Pierre, South Dakota 57501. Payments are to continue until the youngest child reaches the age of 18 years or is enrolled as a full-time student in secondary school not to exceed 19 years of age.


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SA p. 3 of 23


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The children are covered by the Defendant's healthcare plan. The Plaintiff as the primary physical custodian is responsible for the first \$250.00 of all out of pocket medical expenses. After the first \$250.00 has been paid the parties shall split the costs with the Plaintiff paying 20% and the Defendant paying 80%. The parties shall provide the other parent with all medical bills, medical insurance reimbursement documentation, as well as any other related medical billing information, within thirty (30) days from the date of the medical procedure, or as soon as practical under the circumstances. Medical bills include medical care, dental, orthodontic, counseling, prescription, eye care, hospital, emergency room, psychiatry, psychology, counseling expenses, and anything related thereto that is reasonable and necessary for the children as contemplated under the laws of the State of South Dakota. Payments owed to the other parent, or to the medical provider, shall be paid within thirty (30) days of receipt of the medical bill, or as soon as practical under the circumstances. Where there is an obligation to pay medical expenses, the parent responsible therefor shall be promptly furnished with the bill by the other. All payments required to be made by one parent to the other shall be made within thirty (30) days of receipt of proof of the costs incurred, unless otherwise agreed, so credit and ability to obtain medical care is not compromised. The parents shall cooperate in submitting bills to the appropriate insurance carrier; i.e.: counseling, medical, etc., prior to requesting reimbursement from the other parent. The party receiving the insurance coverage statement of benefits will provide a copy to the other parent.



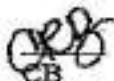
SA p. 4 of 23



Thereafter, the parent responsible for paying the balance of the bill shall make arrangements directly with the health care provider (after receiving proof of submission to the insurance carrier and payment of their portion) and shall inform the other parent of such arrangements. Insurance refunds shall be promptly disclosed and turned over to the parent who paid the bill for which the refund was paid, if applicable. Except in the case of emergency treatment and treatment of minor ailments not requiring hospitalization, the parties shall contact each other prior to incurring major medical expense. In the event of illness or injury to the child, the first party to learn of such illness or injury shall immediately notify the other.

9. PARENTING PLAN AND VISITATION

The Defendant relocated to West Virginia and as such the Defendant will receive liberal parenting time when he is in the area where the children reside. The Defendant agrees that he will give the Plaintiff at least 30 days' notice of his intent to visit the children. The parenting time will not be longer than two weeks at a time while he is in the area and Defendant agrees to keep the Plaintiff informed at all times of where he and the children will be staying. Defendant further agrees that the children will be allowed to call, Facetime or Skype the Plaintiff while they are in his care. If the Defendant wishes to have the children visit him where he resides he agrees to pay all transportation costs for the children and for himself or an agreed upon adult to travel with the children as their escort until such a time as they are able to travel unaccompanied.


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SA p. 5 of 23


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The Defendant will receive liberal phone, Skype or Facetime calls with a minimum of three times a week on Tuesday, Thursday and Saturdays.

The parties may, by mutual agreement, alter the parenting time schedule. The agreement must be in writing, text messages are sufficient to amend the parenting time as long as the messages are retained.

Each parent shall be granted access to any medical, dental, religious, government, or school records for information concerning the children without necessity of obtaining further consent from either parent, and a copy of this Agreement presented by either parent to any hospital, medical, dental, school, government, or religious authority shall be deemed sufficient authorization of both parties for release of any records or information concerning the children which may be requested by either parent.

Each parent shall have the right individually to consent to and contract for such emergency, medical, or hospital tests or treatment, including surgery, as may be necessary to preserve either children's life or health. Each parent shall have the right individually to consent to and contract for ordinary out-patient medical and dental treatment, specifically check-up exams, annual visits, or examination of the child during any period of time in which they are residing in that parent's household. Both parents shall be listed as parents and emergency contacts with the children care provider, school, all health professionals, and all social activity providers.

Each parent shall make every effort to maintain access and unhampered contact between the children and each parent; and to foster a feeling of

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affection between the children and each parent. Neither parent shall do anything which would estrange the children from each other, or which would impair the natural development of their love and respect for their parents. Each parent shall refrain from saying or doing anything at any time which would estrange or injure the child(ren)'s opinion of the other parent. Each parent shall direct and demand that their respective friends, acquaintances, and relatives likewise refrain there from.

The parties will keep each other advised of their home and work addresses and telephone numbers. The parties shall refrain from physically going to, or calling the other's place of employment, except in an emergency that involves the children.

Each parent shall keep the other generally informed as to their children's health, welfare, and education while in his or her care. Either parent shall notify the other parent immediately about any emergency that involves or affects the child. Each parent shall be entitled to complete detailed information from any teacher, school, or college and shall be entitled to be furnished with copies of all reports or records with respect to their education upon request from the school. The parties also agree to share all schoolwork/homework, report cards freely between parents and promote education to its fullest. If a parent receives school information he/she shall insure the other parent receives the same information.

The parties agree that they will insure that the other parent is aware of activities such as practices, games, lessons, concerts, school events, etc.


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SA p. 7 of 23


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It shall at all times, be the objective of both parties to decide all questions affecting the child in such a manner as to promote their welfare, happiness, and well-being. Each party will promote and foster good parental relations between the child and the other parent. The parties shall at all times endeavor to maintain the child's respect and affection for the other parent. Both parties shall avoid any communication of any kind which would be detrimental to the child's respect or admiration for the other parent and shall not allow anyone to make derogatory remarks about the other parent in front of them. The parties agree to support each other as parents. When the child expresses complaints or concerns about the other parent, the parent will encourage that child to discuss it directly with the affected parent. The parties further agree that neither will inquire of the child for information about the other parent.

ENFORCEMENT OF CUSTODY OR PARENTING TIME AGREEMENT

The parties acknowledge that they understand that pursuant to SDCL 25-4A-5, if the court finds that any party has willfully violated or willfully failed to comply with any provisions of a custody or parenting time agreement, the court may impose appropriate sanctions to punish the offender or to compel the offender to comply with the terms of the custody or parenting time as reflected in the decree. Sanctions which the court may, in its discretion, order include:

1. To require the offender to provide the other party with make-up time with the child(ren) equal to the time missed with the child(ren), due to the offender's noncompliance;



SA p. 8 of 23



2. To require the offender to pay, to the other party, court costs and reasonable attorney's fees incurred as a result of the noncompliance;
3. To require the offender to pay a civil penalty of not more than the sum of one thousand dollars;
4. To require the offender to participate satisfactorily in counseling or parent education classes;
5. To require the offender to post bond or other security with the court conditional upon future compliance with the terms of the custody or parenting time as reflected in the decree or any ancillary court order;
6. To impose a jail sentence on the offender of not more than three days per violation. The provisions of this section do not prohibit the court from imposing any other sanction appropriate to the facts and circumstances of the case.

RELOCATION OF A PARENT

Pursuant to South Dakota State law, specifically SDCL § 25-4A-17 and related statutes, a custodial parent who intends to change his or her principal residence shall provide reasonable written notice by certified mail or admission of service to the other legal parent. Reasonable notice is notice that is given at least forty-five (45) days before relocation or a shorter period if reasonable under the specific facts giving rise to the relocation. Proof of the notice shall be filed with the court of record unless notice is waived by the court.

No notice need be provided pursuant to this section if:

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SA p. 9 of 23

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- a. The relocation results in the children moving closer to the non-custodial parent; or
- b. The relocation is within the boundaries of the children's current school district; or
- c. There is an existing valid protection order in favor of the children or the custodial parent against the non-custodial parent; or
- d. Within the preceding twelve months, the non-relocating parent has been convicted of violation of a protection order, criminal assault, child abuse, or other domestic violence and either the children or the custodial parent was the victim of the crime or violation.

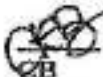
The notice required in this section shall contain the following:

- a. The address and telephone number, if known, of the new residence;
- b. The purpose for relocating;
- c. Why the relocation is in the best interest of the minor children; and
- d. The relocating parent's proposed visitation plan for the non-relocating parent upon relocation.

At the request of the non-relocating parent, made within thirty (30) days of the notice of relocation, the Court shall hold a hearing on the relocation. If no request for hearing is made within thirty (30) days of notice, the relocation is presumed to be consented to by the non-relocating parent.

10. GROUNDS FOR DIVORCE

The parties agree that they have experienced an irreparable breakdown in their marriage resulting in Irreconcilable Differences as defined by SDCL §§


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SA p. 10 of 23


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25-4-2(7) and 25-4-17.1. The parties hereby request this Court to approve and confirm this Agreement entered into between the parties and to grant the divorce on the grounds of irreconcilable differences pursuant to SDCL § 25-4-17.3 based on the affidavits of the parties as to jurisdiction and grounds for divorce without the necessity of a court hearing.

11. WAIVER OF FURTHER CLAIMS

Except as herein specifically provided, neither party shall have any other or further claim in or to the property, estate, or earnings of the other, except as allowed by law.

12. RIGHT TO COUNSEL AND VOLUNTARINESS

The parties acknowledge that they have had the right and privilege of retaining their own independent, legal counsel, if any, to assist them in the negotiation, preparation, and execution of this Agreement and in prosecuting or defending any legal action either may have elected to initiate. This agreement is made and entered into freely and voluntarily by both parties, each having had the opportunity to obtain the counsel and advice of his or her own independent attorney, if any, and being free from any duress or influence on the part of the other, and the parties hereby request the Court to adopt this Agreement. They further agree that this Agreement contains the entire understanding of the parties and there are no representations, promises, warranties, covenants or undertakings other than those expressly set forth herein.


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SA p. 11 of 23


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13. FINANCIAL AND PERSONAL STATUS

It is understood and agreed by the parties that each of said parties is fully and completely informed of the financial status of the other, and each of them has given full and mature thought to the making of this Agreement and of all obligations contained herein and the rights waived hereby.

14. RELEASE OF OBLIGATIONS

It is understood and agreed by the parties that except as here after expressly provided, each party is hereby released and absolved from any and all obligations and liabilities for future acts and duties of the other, and each party hereby releases the other from any and all liabilities, duties, or obligations of any kind or character, incurred by the other, from and after the date of separation. Plaintiff and Defendant agree to destroy all credit cards, which are not solely in the name of the respective card holder, if applicable, and if any balance exists the individual maintaining the card shall transfer the balance to his/her own individual credit card thereby removing the other party from any obligation or liability associated with such card.

The Plaintiff shall be responsible for all debts incurred by him or received under the terms of this Agreement, and shall hold the Defendant harmless of thereon. The Defendant shall be responsible for all debts incurred by her or received under the terms of this Agreement, and shall hold Plaintiff harmless of thereon. The parties agree and covenant that they shall pay any and all debts that they incur, that each shall not look to the other party, nor will the other


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SA p. 12 of 23


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party be responsible for any such debts or obligations of any nature whatsoever from the date of the parties' separation forward.

15. PROPERTY SETTLEMENT AND DEBT

The Plaintiff and Defendant acknowledge that the following division of marital property is a just and equitable distribution:

a) Plaintiff shall have all his personal belongings presently in his possession, and Defendant shall have all her personal belongings presently in her possession, free and clear of any claims from the other.

b) Plaintiff and Defendant agree that each should have as their separate property their personal clothing and effects, and all items of personal property currently in each party's respective possession.

c) In the event a party has in his/her possession, by inadvertence and/or oversight, an item of personal property that uniquely and individually belongs to the other party, that item of property shall be provided to the party that is uniquely and individually associated as the rightful owner of said personal property (i.e., items inherited and/or gifted by respective relatives, personal jewelry, etc.).

d) The parties hereby stipulate that the party retaining any items of personal property for the purpose of keeping the same as his or her own and separate property shall assume and satisfy any and all outstanding encumbrances, liabilities, or debts attached to or existing as a result of such items of personal property, unless otherwise specifically agreed and stipulated to by both parties herein.


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SA p. 13 of 23


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e) The parties agree that upon the sale of the marital residence all personal property was divided and each has received their own property.

f) The parties agree that they sold the marital residence and the Plaintiff used the proceeds to pay off marital debt. The parties agree that all remaining marital debt is the sole responsibility of the Defendant and he agrees to make timely payments and to pay of the following debts:

US Bank CC approximate balance \$14,849.21

Chase CC approximate balance \$7,050.00

g) The parties agree that Linnea will retain her 2019 Dodge Durango and will be responsible for all payments, upkeep and insurance.

h) The parties agree that Casey will retain the 2015 Chevrolet Silverado and the Toyhauler camper, which is currently in storage, and will be responsible for all payments, insurance and upkeep for the vehicles and storage fees for the Toyhauler, and will hold the Plaintiff harmless for the debt.

i) Casey agrees to sign the Consent and Joinder to Mortgage to permit Linnea to buy a property.

16. RETIREMENT AND PENSION FUNDS, INVESTMENT ACCOUNTS, MUTUAL FUNDS, STOCKS, ETC.

Each party will retain their own retirement, pension fund, investment accounts, mutual funds, stocks, etc.

17. BANK ACCOUNTS

The parties agree and acknowledge that they will close the joint banking account at US Bank and the Defendant is responsible to pay off the credit card


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SA p. 14 of 23


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associated with the account in the approximate amount of \$17,000 as of the date of separation as stated above in paragraph (f). Each party will or has or will acquire their separate banking accounts during the course of the parties' separation, and each party shall be entitled to retain their respective accounts and the other party will not place any claim to said accounts.

18. IRS DEPENDENT EXEMPTION

Plaintiff will claim both minor children as tax dependents.

19. DISPOSITION OF PROPERTY; SCOPE OF AGREEMENT

This Agreement is intended to distribute all property of the parties, whether real, personal or mixed, and whether determined to be separate or marital property. In the event that any property may be omitted from this Agreement, it is understood and agreed that the party having possession and/or title to such property following execution of this Agreement shall be deemed the owner thereof unless that property is uniquely the property of the other party. If necessary to transfer title then each of the parties hereto shall, upon the request of the other, immediately execute any and all legal documents necessary to evidence title to such property to the other party without any charge therefore. Each party represents and warrants they have made a full disclosure of all their property and that neither has knowledge of any other property of any kind in which the party so representing has any beneficial interest; that they are fully and completely informed as to the financial and personal status of the other; and that each of them has given full and mature thought to the making of this Agreement, and all obligations contained herein.


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SA p. 15 of 23


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20. MILITARY SERVICE

Plaintiff is not presently on active duty with the U.S. Military. Defendant is not presently on active duty with the U.S. Military. No special concerns regarding service of process arise in this action.

21. ATTORNEY FEES

Each party is responsible for their own attorney fees.

22. CONDUCT OF PARTIES

Plaintiff and Defendant will hereafter live separate and apart. Each of the parties will be free from interference, authority or control, direct or indirect, of the other party. The parties will not molest or interfere with each other in any aspect of their personal or professional lives.

23. ALIMONY

The Defendant will pay to the Plaintiff spousal support in the amount of \$1,000.00 per month for five (5) years. Payments will be paid on the 1st of each month. Payments having started July 1, 2020 in the amount of \$2,000.00 a month, and shall continue from June 1, 2021 in the amount of \$1,000.00 a month until July 1 2025.

24. WAIVER OF ESTATES

Except as otherwise provided and specifically set forth within this Agreement, Plaintiff and Defendant each hereby mutually waive, release, and renounce any and all right, title and interest accruing by operation of law or under any statute now or hereafter in force, or otherwise participate in the separate estates and property of the other, whether such property be real or


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SA p. 16 of 23


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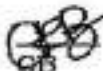
personal or wherever located, and whether acquired before or subsequent to their marriage, and whether acquired before or subsequent to the date hereof, including any right of election to take against any Last Will and Testament of each other, and any right to the administration of the estate of each other, except only as provided by Will or Codicil executed after the date of the entry of the Judgment and/or Decree of Divorce herein. Defendant waives and releases any interest as beneficiary in Life insurance that Plaintiff has or may have had while the parties were married.

25. CONFLICT OF LAWS

This Agreement will be construed in accordance with the substantive laws of the state of South Dakota.

26. WAIVER/MODIFICATION

This Agreement will not be modified or annulled by the parties hereto except by written instrument, executed in the same manner as this instrument, and approved by the Court. The failure of either party to insist upon the strict performance of any provision of this Agreement will not be deemed a waiver of the right to insist upon the strict performance of any other provision of this Agreement at any other time. The obligations incurred under this Agreement may be enforced by specific performance, or any other such enforcement action in accordance with South Dakota law. In the event the Court approves and adopts by reference or otherwise the terms and conditions of this Agreement, each party hereby waives any further claims against the other party other than those set forth herein. If the Court refuses to accept any



SA p. 17 of 23



part or paragraph of this Agreement or wishes to modify the same, this Agreement will be deemed null and void by the parties hereto and no decree of divorce may be entered by the default hearing without notice of application of default judgment and completion of all of the requirements of law relative to the taking and entry of a default judgment and, to that extent, the provisions of this Agreement are not deemed severable.

27. REASONABLENESS OF AGREEMENT

Each party acknowledges that this Agreement has been entered into of his or her own volition, with full knowledge of the facts and full information as to the legal rights and liabilities of each and that each party believes the agreement to be reasonable under the circumstances. Each party, by their signature, hereto, also waives any interest they may have against the estate of the other party.

28. ENFORCEMENT AND AGREEMENT

The parties agree and understand that the terms contained in this agreement are enforceable by an action for Contempt of Court.

29. WAIVER OF FURTHER DISCOVERY

Each party hereby acknowledges that he/she is fully aware that depositions, interrogatories, and requests for admission may be served upon the opposing party or taken in order to more fully determine the property rights and interests of that party. However, in the interest of convenience and economy both parties waive the right to further discovery. The parties acknowledge that no independent investigation or formal discovery has been



SA p. 18 of 23



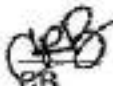
undertaken by counsel concerning the parties' income, or the existence of assets and obligations as well as the characterization, valuation, award, confirmation, and assignment of such assets and obligations. The parties acknowledge that they wish to enter into this Agreement without the benefit of any such procedure. Each party releases their attorney from any liability resulting from their decision not to do an investigation and further discovery or verification of income, assets, and obligations.

30. PREVIOUS AGREEMENTS SUPERSEDED

Upon the entry of such Decree of Divorce, incorporating any or all of these agreements, any prior agreement or agreements between the parties hereto respecting their property rights in any other obligations arising out of the marriage of the parties shall be considered canceled and superseded by such Decree.

31. INCORPORATION

It is expressly understood and agreed to by both parties that the terms and provisions of this Agreement may be incorporated into the final Decree of Divorce. If the Court refuses to accept any paragraph of this Agreement or wishes to modify the same, this Agreement shall be null and void. The parties agree and understand the terms contained in the Agreement are enforceable by an action of Contempt of Court. Upon the entry of the Decree of Divorce incorporating any and all of these agreements, any prior agreement or agreements between the parties hereto respecting their property rights in any


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SA p. 19 of 23


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other obligations arising out of the marriage of the parties shall be considered canceled and superseded by such decree.

32. CAPTIONS/HEADINGS

The paragraph captions/headings contained herein in this Agreement are inserted for convenience and descriptive purposes only and do not constitute a part of this Agreement.

33. COMPLETE AGREEMENT OF THE PARTIES

The Plaintiff and the Defendant hereby agree that this writing represents the entire Agreement between the parties and there are no quarrel or collateral agreements or understandings of any kind or of any nature. The Plaintiff and the Defendant hereby agree that this Agreement shall go into effect, forthwith, the same to govern the circumstances of the parties hereto during the statutory waiting period as provided by law, as well as subsequent to the issuance of the Judgment and Decree of Divorce by the above captioned Court. The Plaintiff and the Defendant hereby consent to the above-captioned Court rendering a judgment decreeing the divorce of the parties on the grounds of irreconcilable differences. It is further stipulated and agreed that the appearance of the parties hereto shall be made by presentation of this Agreement and, pursuant to SDCL § 24-4-17.3, by affidavits of the parties to establish jurisdiction and grounds for divorce. It is expressly understood and agreed to by both parties that the terms and provisions of this Agreement may be incorporated into the final Decree of Divorce. If the Court refuses to accept any part or paragraph of this Agreement or wishes to modify the same, this Agreement shall be null and



SA p. 20 of 23



void. The parties agree and understand that the terms contained in this Agreement are enforceable by an action for Contempt of Court. Upon the entry of the Decree of Divorce incorporation any and all of these agreements, any prior agreement or agreements between the parties hereto respecting their property rights in any other obligations arising out of the marriage of the parties shall be canceled and superseded by such decree.

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SA p. 21 of 23


LB

SIGNATURE PAGE

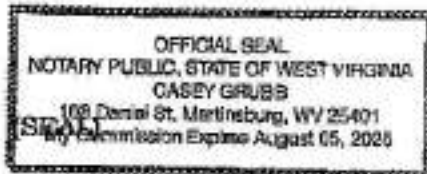
Dated this 19th day of May, 2021.


Casey Ray Bulyca

State of WV)
County of Jefferson) ss.

On this 19th day of May, 2021, before me the undersigned officer, personally appeared, Casey Ray Bulyca, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.




Notary Public
My Commission Expires:


GB

SA p. 22 of 23


LB

SIGNATURE PAGE

Dated this 18 day of May, 2021.


Linnea Bulyca

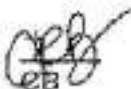
State of South Dakota)
County of Pennington) ss.
)

On this 18 day of May, 2021, before me the undersigned officer, personally appeared, Linnea Bulyca, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.




Notary Public
My Commission Expires: 12-14-24


EB

SA p. 23 of 23


LB

1 STATE OF SOUTH DAKOTA)
2) SS.
3 COUNTY OF PENNINGTON)

IN CIRCUIT COURT
SEVENTH JUDICIAL CIRCUIT

4 LINNEA BULYCA,)
5)
6) Petitioner,)
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20)
21)
22)
23)
24)
25)
CASEY BULYCA,)
Defendant,)

VOLUME I
Court File: DIV 20-166
MOTION HEARING

BEFORE: THE HONORABLE SCOTT ROETZEL
CIRCUIT COURT JUDGE, at
Rapid City, South Dakota, on
November 6, 2024

APPEARANCES:

For the Petitioner: Nicholas Peterson
Attorney for Petitioner
Rapid City, South Dakota

For the Respondent: Robert Galbraith
Attorney for Respondent
Rapid City, South Dakota

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11
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14
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17
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19
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21
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23
24
25

INDEX

WITNESSES:

DIRECT CROSS REDIRECT RECROSS

Defense Witness

Casey Bulyca

7 25 48 63

Linnea Bulyca

66

EXHIBITS

OFFERED

ACCEPTED

REJECTED

DEFENSE EXHIBITS

Exhibit 1

14 14

Exhibit 3

15 15

Exhibit 4

15 15

Exhibit 2

16 16

Exhibit 7

61 61

PETITIONER'S EXHIBITS

Exhibit 9

33 33

Exhibit 13

33 33

Exhibit 11

37 37

Exhibit 17

37 37

Exhibit 10

48 48

Exhibit 5

67 67

Exhibit 6

67 67

Exhibit 3

72 72

Exhibit 4

72 72

1 THE COURT: Well good afternoon everyone. Um, Ma'am I ju-my
2 name is Scott Roetzel. I'm the Judge assigned to this matter.
3 We have a motion hearing set in file 20-166. I'll have the
4 parties introduce themselves.

5 MR. GALBRAITH: Your Honor, we gonna get Zoom up?

6 THE COURT: Yeah, I was just gonna say we gotta get that
7 going.

8 MR. GALBRAITH: Perfect. So, Rob Galbraith for Casey
9 Bulyca, he's appearing via Zoom.

10 MR. PETERSON: Nick Peterson for Linnea Bulyca.

11 THE COURT: Well good afternoon again.

12 MR. PETERSON: Your Honor, may I approach?

13 THE COURT: Sure.

14 MR. PETERSON: I just had this changed.

15 THE COURT: Okay.

16 MR. PETERSON: (Inaudible) so that'd be our Plaintiff's
17 exhibit 3.

18 THE COURT: Three goes in here.

19 MR. PETERSON: Updated, yeah.

20 THE COURT: Should I just take this one out?

21 MR. PETERSON: That'd be great. Thank you.

22 THE COURT: Sir can you hear us?

23 MR. BULYCA: Hello?

24 THE COURT: Are you able to hear us?

25 MR. BULYCA: Yes Sir.

1 THE COURT: Okay. I'm gonna move the camera here. There,
2 how does that look? That look okay?

3 MR. BULYCA: Yes Sir.

4 THE COURT: Now let's see, why's he not on my screen? Don't
5 like that. Why is it not going onto my screen? I was just using
6 it today and it worked out just fine. You wanna go get um,
7 Heather, real quick? Sorry Sir, we're having a problem jumping
8 it to the screen. Last time the projector was having issues.

9 MR. CASEY: Understood no problem.

10 MR. GALBRAITH: Yo-do yo-it is it okay to do some
11 housekeeping--

12 THE COURT: Yes.

13 MR. GALBRAITH: --Now while we're waiting?

14 THE COURT: Yep.

15 MR. GALBRAITH: So the, ex-the Plaintiff's exhibit 3, of
16 which Mr. Peterson just handed you a new copy?

17 THE COURT: Correct.

18 MR. GALBRAITH: Um, I've, I've gone through that. At the
19 time we submitted calculations we did not have updated
20 information from the Plaintiff.

21 THE COURT: Okay?

22 MR. GALBRAITH: Uh, we now do. So, for the Plaintiff's
23 column, for parent two custodial in exhibit 3, we would
24 stipulate to those numbers.

25 THE COURT: And--

1 MR. GALBRAITH: So I think the issue would be today,
2 limited to, to my client, the non-custodial parent--

3 THE COURT: How much, yeah--

4 MR. GALBRAITH: --the Defendant's--

5 THE COURT: Okay.

6 MR. GALBRAITH: --Income information.

7 MR. PETERSON: I would agree. I would still intend on
8 calling her, briefly. But I agree.

9 (Off record conversation takes place between Court and Heather
10 regarding zoom which will include brief interaction with
11 witness.)

12 THE COURT: Well, we started a little bit, I kinda jumped
13 the gun before I got you on the phone, is it Bulca?

14 MR. BULYCA: Bulyca.

15 MR. GALBRAITH: Bulyca.

16 THE COURT: Bulyca. So I'll have Mr. Galbraith again,
17 introduce yourself and your client.

18 MR. GALBRAITH: Rob Galbraith, Your Honor, and Casey Bulyca
19 via Zoom.

20 THE COURT: And Mr. Peterson.

21 MR. PETERSON: Nick Peterson for Linnea Bulyca.

22 THE COURT: Well good afternoon everybody. We are here on
23 the Defendant's motion to amend child support, is that correct?

24 MR. GALBRAITH: Yes, Your Honor.

25 MR. PETERSON: Correct.

1 THE COURT: Okay. Then I will defer to Mr. Galbraith and
2 you can proceed.

3 MR. GALBRAITH: Absolutely, Your Honor. Um, and I, I know
4 we did it, but I, just so as we're kind of re-establishing. Uh,
5 as I had indicated earlier. Uh, and I understand from Mr.
6 Peterson that he still intends to call his client briefly, I
7 have no absolutely no issue with that, but in Plaintiff's
8 exhibit 3, for the Plaintiff's column, parent two custodial uh,
9 the parties would stipulate to the numbers down that column.
10 And I think the issue we'll be presenting to the Court today is,
11 is my client, is Casey, uh, parent one non-custodial would be
12 his income information.

13 THE COURT: Okay, perfect. I understand.

14 MR. GALBRAITH: With that Your Honor, I would call Mr.
15 Bulyca.

16 THE COURT: Thank you. Mr. Bulyca could you please raise
17 your right hand? Do you swear to tell the truth, the whole
18 truth and nothing but the truth so help you God?

19 MR. BULYCA: I do.

20 THE COURT: And before we begin, can you hear us okay?

21 MR. BULYCA: Yes Sir.

22 THE COURT: And you can see everybody in the Courtroom?

23 MR. BULYCA: Yes Sir.

24 THE COURT: Okay, before I begin, could you please state
25 your full name and spell your last name for the record?

1 MR. BULYCA: Casey Ray Bulyca. Last name is B-U-L-Y-C-A.

2 THE COURT: Thank you. Mr. Galbraith.

3 MR. GALBRAITH: Thank you, Your Honor.

4 DIRECT EXAMINATION

5 Q (BY MR. GALBRAITH) Uh, Casey I'm gonna sit here at the mic
6 because that'll help you hear me the best but if I trail away
7 from it a little bit just let me know and I'll make sure that I
8 get back to it and you can hear everything I say, sound good?

9 A Sounds great.

10 Q Okay. Casey if you would please, explain to the Court what it
11 is you do for a living?

12 A So I run and um, own and operate a trucking business. Uh, which
13 means, you know, I do everything. I mean I was in a truck
14 yesterday and I work on trucks and I, you know do administrative
15 work and I kinda do a little bit of everything in terms of
16 running that business.

17 Q What took you into owning and running a trucking business?

18 A Um, I, I had run into some things with uh, some really un-we
19 poor business practices of some of the company we're working
20 for. Um, and I recognize that I needed to try to figure out how
21 to do something on my own. In addition to that, I recognize
22 that doing what I was doing was never gonna be able to spend the
23 time with my kids that I could uh, if I was able to manage my
24 life um, on my own. And so that's what, what drove me to doing
25 what I'm doing.

1 Q Casey in September of 2023, we had a hearing uh, related to your
2 request to modify the visitation schedule and alimony, do you
3 remember that?

4 A Yes Sir.

5 Q Okay and ultimately and a-after that hearing, Judge Pfieffe, at
6 the time, uh, amended the visitation schedule and denied the
7 motion to modify alimony, correct?

8 A Correct.

9 Q And in, I'll call it, in the wake of that hearing, which, which
10 isn't necessarily meant to sound derogatory but um, there were
11 discussions that followed that hearing that really came to light
12 through the income information we gathered during that hearing,
13 where you made a decision to file a motion to modify child
14 support, fair?

15 A That's fair.

16 Q And at the time that motion was filed in February of 2014, um,
17 really generally for the most part you, you used and relied upon
18 the information that came out of the September 2023 hearing,
19 would that also be fair?

20 A Yes Sir.

21 Q And then since that time of course, um, you've gotten some
22 additional documents to reflect your income information and
23 Linnea even has a new job and you've gotten additional documents
24 for her too, correct?

25 A Correct.

1 Q Uh, and so not to say it's a, a moving target but as with any
2 party's income, income changes and ya have to modify to meet
3 that, right?

4 A Yes.

5 Q Okay and as a part of the process in exchanging documents and
6 preparing for a hearing uh, you went and gathered some
7 information that you didn't have at the time uh, of the
8 September 2023, hearing or even when your motion to modify child
9 support was filed, fair?

10 A Correct, yes.

11 Q Do you have, Casey, um, e-either paper copy or digital copy with
12 you uh, the exhibits that I had provided, the one I think I'd
13 sent that said our exhibits, uh, exhibit 1, do you have that?

14 A Yes.

15 Q Okay um, and that for the, the Court should have Defendant's
16 exhibit notebook up there and that would be the one that we're
17 looking from. A copy's been provided to Mr. Peterson as well.
18 Uh, what is exhibit 1, Casey?

19 A Uh, that is my owner's drawings from the business.

20 Q Okay--

21 A Uh, for myself.

22 Q --Um, and so that is, if I look at it up top, it says from 1-1-
23 24 to 12-31-24, do you see that?

24 A Yes. I think we went year to date and stops at 12, 7-31, when I
25 sent it.

1 Q Okay and if we look down the left hand column it has all of the
2 dates of those uh, ranging from January 5 to 7-31, do you see
3 that?
4 A Yes.
5 Q Now, who are, who are the owners of Bull Dog Enterprises?
6 A Uh, myself.
7 Q Okay. Now when you have an, well, let me ask this question.
8 Does Bull Dog Enterprises have employees?
9 A Yes.
10 Q Who are the employees of Bull Dog Enterprises?
11 A Uh, I've got, well, at the time this was done there was three,
12 now we have eight employees.
13 Q And so I, I assume you have some drivers, right?
14 A Yes.
15 Q Uh, d-what do you have other than drivers?
16 A Um, I gotta, I mean, primarily everyone drives but Olga is my, I
17 mean, she's my, w-I mean we work together.
18 Q And uh, Olga's your significant other, right?
19 A Yes.
20 Q You guys are not married but live together?
21 A Yes.
22 Q How long have you and Olga lived together?
23 A Uh, four years.
24 Q How does Olga get paid?
25 A Uh, we split the income from the business.

1 Q Okay. Um, so if I look at exhibit 1, where you have uh, debits,
2 say for example on January 5, of '24, there is a debit for
3 \$4,654.16. Who is that payment to?

4 A Uh, that would be to a joint credit card. Most of our payments,
5 we, to make it simple we pay for pretty well all of our personal
6 expenses with a credit card and then we just pay it off as an
7 owner's draw.

8 Q Okay. When, when you gu-so when you guys issue an owner's draw
9 um, say that \$4,654.00, is that all your income? Is it all her
10 income? How do you guys divvy up the income within your enter-
11 within Bull Dog Enterprises?

12 A 50/50.

13 Q Okay.

14 A I mean we're, we, we share the burden of everything.

15 Q So, okay, so for the owner's draws that are down the debit
16 column, would that be true for all of those? Um, say for
17 example if I, if I see a \$1,000.00 owner draw um, like exists on
18 February 8, would that be essentially a 50/50 draw to the both
19 of you?

20 A Yes.

21 Q So there's, there's totals down at the bottom of that, the, the
22 total draws that you had taken from January of 2024 to July of
23 2024, was \$47,491.69, is that true?

24 A Yes.

25 Q And there's another column next to that for, for child support

1 and alimony. Do you also essentially take a draw out of the
2 company to pay your child support and alimony?
3 A Yes.
4 Q Okay, and, uh, Olga's not responsible for that, right?
5 A Correct.
6 Q So the \$24,059.00, the totality of that would be essentially a
7 draw payment to you for purposes of paying your child support
8 and alimony?
9 A Correct.
10 Q And the \$47,491.69, that would be what the two of you have taken
11 out, is that fair?
12 A Yes Sir.
13 Q So just gonna do a little bit of math Casey, on a calculator
14 and, and you can certainly do it to if you need to, but if I
15 take \$47,491.00, and I typed it wrong so bear with me here. And
16 69 cents and I divide that by two, the total is \$23,745.85. Does
17 that sound right?
18 A Yes Sir.
19 Q And, and then to figure out what was paid to Casey, I would also
20 add all of the child support and alimony draws, do you agree
21 with that?
22 A Yes.
23 Q And so if I do that I get a total of \$47,804.85. Does that
24 sound about right?
25 A Yes Sir.

1 Q And that was over the seven month period from January through
2 July?
3 A Yes.
4 Q So if I divide that by seven, the total draw to Casey was
5 \$6,829.00. Does that sound about like what you get per month?
6 A Yes.
7 Q And I don't know if you recall or not Casey, but the number that
8 was used with Judge Pfeifle, in September of 2023, and the
9 numbers that was included in your initial motion to modify
10 support was \$5,300.00. Does that sound right?
11 A Yeah.
12 Q And, and so in looking at this, you're okay as we sit here today
13 in front of this Court, acknowledging an increase in your income
14 to, to the \$6,829.00 that's reflected in the draws that you took
15 from the company in 2024?
16 A Yes Sir.
17 Q Now there's also some information that you provided through
18 discovery for another company there, a Bull Dog Logistics?
19 A Yes.
20 Q How many draws have you taken from Bull Dog Logistics?
21 A None.
22 Q Okay. Is that a, a new company?
23 A Yeah, it's a new company as of the end of last year.
24 Q That Bull Dog Logistics wasn't in your 2023 tax return, so I
25 assume it didn't have any revenue, profit or anything else in

1 2023?

2 A Zero income, yes.

3 Q So it's, it's an up and coming and you haven't been able to take
4 money out of that yet?

5 A Correct.

6 MR. GALBRAITH: And I apologize Your Honor, I probably just
7 kept plugging through. I would move to admit Exhibit 1.

8 THE COURT: Any objection?

9 MR. PETERSON: No objection.

10 THE COURT: One will be admitted.

11 CONTINUED DIRECT EXAMINATION

12 Q (BY MR. GALBRAITH) Casey when did you start doing work under
13 Bull Dog Enterprises?

14 A Uh, I opened Bull Dog Enterprises, May 5, 2022.

15 Q And I'm gonna jump around briefly so bear with me. If you would
16 go to exhibit 3, tell me Casey, and you'll kind of have to s-
17 stand back a little bit. If you look at the, what are called,
18 base numbers in the bottom right hand corner, C Bulyca 0024 is
19 the cover page of the return, what is that?

20 A W-what was the number of that, I'm sorry?

21 Q So exhibit 3, base number 0024?

22 A 0024, um, this is my 2022 tax return.

23 Q Okay. A-would this be a true and correct copy of your 2022 tax
24 return?

25 A Yes.

1 MR. GALBRAITH: I'd move to admit exhibit 3.

2 THE COURT: Any objection?

3 MR. PETERSON: No objection.

4 THE COURT: Three will be admitted.

5 CONTINUED DIRECT EXAMINATION

6 Q (BY MR. GALBRAITH) And Casey, if you'd look at exhibit 4, what
7 is exhibit 4?

8 A Uh, that was my um, W2 earnings for 2022.

9 MR. GALBRAITH: Would move to admit exhibit 4.

10 THE COURT: Mr. Peterson?

11 MR. PETERSON: No objection.

12 THE COURT: It'll be admitted.

13 CONTINUED DIRECT EXAMINATION

14 Q (BY MR. GALBRAITH) So I kind of jumped around on you a little
15 bit Casey, but I'm, I'm back at, now in exhibit 3 on page 24.
16 Um, we see in your 1040 in line 1A, your W2 income from AP
17 Logistics that year was \$16,374.00, do you see that?

18 A Yes.

19 Q And you had in line eight um, you had some other income from
20 schedule 1, do you see that?

21 A Yes.

22 Q Now if you just kinda page back through that document, I might
23 of went past it. You had some i-really some loss from Bull Dog
24 Enterprise that year, is that right?

25 A Correct.

1 Q Um, so that kind was that at the time that Bull Dog Enterprises
2 was kinda up and coming and getting started?

3 A Yes. Yeah, we had, we had a couple of trucks and um, we were
4 very, very slow starting out and I was working as a consultant
5 through Bull Dog Enterprises uh, for uh, a base company.

6 Q I don't wanna spend too much time on those documents but I do
7 want the Court to understand Casey, that it, so Bull Dog
8 Enterprises for 2023, still showed a loss. Obviously we don't
9 have 2024 done yet. Um, i-i-is 2023, which we're gonna focus on
10 in some detail, was that an anomaly or a down year, or, or covid
11 really gotcha or anything like that, or is that about like a
12 normal year as you've been growing Bull Dog Enterprises?

13 A It's about a normal year as we're growing Bull Dog Enterprises.

14 Q Uh, and obviously we can see from your 2022 return, it's not as
15 though that there was a whole bunch of money two years ago,
16 either that somehow, something happened. Um, so let's look at
17 2023 Casey, cause that's the most recent uh, tax return that we
18 have. Go to exhibit 2 if you would.

19 A Alright.

20 Q And if you'd kinda flip back to page 64, what is in exhibit 2?

21 A Uh, this would be my 2023 tax return.

22 MR. GALBRAITH: Would move to admit exhibit 2.

23 MR. PETERSON: No objection.

24 THE COURT: Thank you. It'll be admitted.

25 CONTINUED DIRECT EXAMINATION

1 Q (BY MR. GALBRAITH) For 2023 Casey, did you have any W2 income?
2 A No Sir.
3 Q So that year was just all Bull Dog Enterprises?
4 A Yes.
5 Q And if we go down to line eight on page 64, we see your total,
6 really lines eight and nine, your total income for 2023, was a
7 loss of \$3,587.00?
8 A Yes.
9 Q So go back one more page. Go to page 65 just for a minute.
10 Your tax return has on there that your tax preparer was a, a
11 Jenny Steinets (phonetic), a CPA--
12 A Yes.
13 Q --At Casey Peterson?
14 A That is correct.
15 Q Kinda goes without saying now, but do you do your own taxes?
16 A No Sir.
17 Q Do you hand your books over to, to um, certified special
18 accountant, a CPA at Casey Peterson, and say "make sure I do
19 this right"?
20 A Yeah, hundred percent.
21 Q Okay. Uh, and so they are essentially cross checking the things
22 that are in your records to make sure that you get an accurate
23 tax return submitted to the Internal Revenue Service?
24 A Yes.
25 Q Okay. Go back to page 68, if you would Casey?

1 A Okay.

2 Q Are you there?

3 A Yes Sir.

4 Q Uh, if we look at the, the Schedule C for Bull Dog Enterprises,
5 um, the gross receipts or sales, Bull Dog Enterprises had some
6 good gross receipts, right, \$602,724.00?

7 A Yes Sir.

8 Q Does that mean that Casey Bulyca put \$602,724.00 in his pocket?

9 A Absolutely not. I wish, that'd been great but no, um,
10 unfortunately with trucking there is a lot of expense that goes
11 along with it.

12 Q Okay. So as we work down through the things that Casey Peterson
13 then took off of your gross receipts, the first one in line
14 four, is your cost of goods sold, do you see that?

15 A Yes.

16 Q What were your costs of goods sold for 2023?

17 A Uh, \$347,000.00.

18 Q Okay and now Casey, just because of the nature of tax returns we
19 get to do some flipping back and forth, but if, if you look at
20 line four, it says costs of goods sold from line 42. Go back
21 one page and we can see your costs of goods sold on line 42, do
22 you see that?

23 A Uh, yeah, hang on. Yes.

24 Q Okay uh, so we see that \$347,000.00 in line 42, do you see that?

25 A Yes.

1 Q Okay and then that refers us to more lines, it says subtract
2 line 41 from line 40. Forty-one is inventory at end of year and
3 you don't carry inventory, right?

4 A No Sir.

5 Q Uh, and line 40 is a combination of lines 35 through 39. Um,
6 line 37 is cost of labor, not including anything paid to
7 yourself. You had a \$144,514.00?

8 A Sounds right.

9 Q So those are essentially your labor costs. That, that's what
10 you're paying people to work for you?

11 A Yes.

12 Q Now could you have \$600,000.00 of gross receipts without paying
13 people to go do things on your behalf?

14 A No.

15 Q Okay. Uh, and then there's \$202,000.00 for other costs and a
16 reference to statement 1. I'm gonna get you there too. If you
17 go to 83, in the bottom righthand corner, we can see that page
18 83 is statements 1, 2 and 3, do you see that?

19 A Um, almost there. Yes.

20 Q Okay and so if we look at, at the top one, that statement 1,
21 right in the, the top righthand corner, it says statement 1, uh,
22 the \$202,000.00 was commercial truck expense. Do you, do you
23 have like lease hold haulers or what is that?

24 A That's, I mean, truck payments, fuel, it's everything. It's all
25 the expenses that go into trucks.

1 Q Okay. Do you have lease, lease haulers too? Do you like have
2 leases of trucks or do you lease people to haul for you?
3 A We do, we do now. We didn't then.
4 Q Okay and obviously everything that went into your trucking
5 expenses, that would have been provided to and verified by Casey
6 Peterson?
7 A Yes.
8 Q Okay. I'm gonna have you jump back to page 68. So that page,
9 then Casey, has a bunch of other expenses that are deducted out
10 of your, your gross receipts and your gross income. So for
11 example line eight is advertising. Do you have advertising
12 expenses within your business?
13 A Yes.
14 Q Now I, does that mean like you physically, I mean so, part of
15 what the Court has to do is the Court has to decide if you have
16 what are like real out of pocket expenses or sometimes in tax
17 returns we have expenses where we don't actually incur them but
18 the law allows us to take a deduction. Is that an out of pocket
19 expense where you pay \$4,700.00?
20 A Yes.
21 Q And similarly, your cost of goods sold for your labor and your
22 trucking, are, are those out of pocket expenses where you have
23 to pay somebody those monies?
24 A Yes Sir.
25 Q Okay. Um, car and truck expense in line nine, do you see that

1 one?

2 A Yes.

3 Q W-what is that one?

4 A Uh, it's vehicle expenses um, and truck expenses. I think uh,
5 maintenance etc., payments.

6 Q And, and it says see instructions and obviously with the IRS
7 that can get burdensome, but the line nine, Schedule C
8 instructions talk about actual expenses of operating car or
9 truck or standard mileage rates. So those are out of pocket
10 expenses to you, the expenses that you paid to use those
11 vehicles?

12 A Yes Sir.

13 Q Okay. I'm gonna jump over quick uh, Casey, depreciation because
14 that one makes us go to another page again. Um, so line 14 is
15 employee benefits programs. What's that?

16 A Uh, medical insurance.

17 Q So out of pocket that you pay um, for employee benefits, health
18 insurance, stuff like that?

19 A Yes.

20 Q Okay and that, that's says other than on line 19, line 19 is
21 like pension and profit sharing plans, you don't, you haven't
22 paid anything for that. Do you fund your own pension or profit
23 sharing or anything like that?

24 A No.

25 Q Okay. Line 15 is for insurance other than health. What's that?

1 A Uh, that's gonna be truck and vehicle insurance. Uh, it's gonna
2 be general liabilities and it's gonna be truck insurance and
3 it's gonna be um, just all of our insurance costs to run the
4 business.

5 Q Again those are out of pocket expenses?

6 A Yes.

7 Q Okay. Line 18 is office expenses. Is that computer, supplies?
8 What are office expenses?

9 A Yeah, all of that computers, office supplies, paper, printer,
10 etc.

11 Q Out of pocket expenses?

12 A Yes Sir.

13 Q Uh, line 20 is rent or lease of vehicles, machinery and
14 equipment. Did you rent or lease some vehicles, machinery or
15 equipment?

16 A Yes.

17 Q Uh, and so those again are, are expenses that you had to pay out
18 of pocket and you then deduct from your tax return?

19 A Yes.

20 Q Uh, 22 are supplies which are not included in part 3, um, again
21 when you're purchasing supplies for the business, you pay those
22 out pocket, right?

23 A Yes.

24 Q Twenty-four A, travel. What's i-what's in travel?

25 A Flights, uh, miles, meals, etc.-

1 Q Hotels?

2 A --For traveling, hotels.

3 Q Again, out of pocket expenses?

4 A Yes.

5 Q Deductible meals which, has some pretty specific instructions

6 under IRS Guidelines, as far as being traveling or being away

7 from you home area, but those are also out of pocket expenses,

8 right?

9 A Yes.

10 Q Utilities are out of pocket expenses?

11 A Yes.

12 Q And then other expenses from line 48. Again if you go back one

13 page we have line 48, bank fees, credit card fees, licenses,

14 software subscriptions, safety, are those all out of pocket

15 expenses?

16 A Yes.

17 Q Okay. Let's jump back to depreciation, because depreciation you

18 don't actually physically pay somebody, right?

19 A Correct.

20 Q Okay so on line 13, we see your depreciation uh, and that's back

21 just a couple pages in that document uh, on page 70. Do you see

22 your depreciation spread sheet?

23 A Yes.

24 Q And so you have in there uh, a Mack Truck, a Western Star floor

25 trailer, a one ton pickup, floor trailer and a

1 Peterbilt, six items that have been depreciated, right?

2 A Yes.

3 Q Now ultimately you depreciate those because over time they lose

4 value to you, is that fair?

5 A Yes.

6 Q And at some point and time you gotta replace them, right?

7 A Unfortunately, yes.

8 Q And with an asset such that you can depreciate it, you can't

9 expense it, right? That's why it's on a depreciation schedule?

10 A Yes.

11 Q So your depreciation's essentially saving up for a future

12 capital expenditure into a truck?

13 A Yes.

14 Q And that was \$22,302.00?

15 A That's fair, yep.

16 Q Now your total income Casey, in 2023, was a \$3,500.00 loss,

17 right?

18 A Yes.

19 Q Now even if I add back in all of the depreciation your total

20 income in 2023, \$18,715.00? Does that sound right?

21 A Sounds about right.

22 Q And if I divide that by 12 it's \$1,560.00 a month. Are--

23 A Yeah.

24 Q --You here asking the Court to use \$1,560.00 a month for

25 purposes of calculating your child support?

1 A No.

2 Q But under your tax return I'd advised you, you could, fair?

3 A Correct.

4 Q Um, but you've taken your, your draws from 2024, and every draw
5 payment out to, to you and all of the draws you've taken for
6 child support and alimony, you've tried to equate those to what
7 you believe is a fair and accurate representation of your 2024,
8 income?

9 A Yes Sir.

10 MR. PETERSON: Your Honor, I'm gonna object to the leading
11 questions.

12 THE COURT: Overruled.

13 MR. GALBRAITH: I don't have anymore questions.

14 THE COURT: Thank you. Mr. Peterson?

15 MR. PETERSON: Thank you, Your Honor.

16 CROSS EXAMINATION

17 Q (BY MR. PETERSON) So Casey, you are requesting the Court to
18 modify child support, correct?

19 A Yes.

20 Q And whenever you bring that motion, you understand that it's,
21 it's on you to prove that there has been a change in financial
22 circumstances, does that sound right to you?

23 MR. GALBRAITH: I'm gonna object, there's, the time's past.
24 There's no change in circumstances required in this case.

25 THE COURT: Overruled.

CONTINUED CROSS EXAMINATION

- 1
- 2 Q (BY MR. PETERSON) That means you can answer, Casey?
- 3 A Um, I, I don't know the legality.
- 4 Q Okay. Um, and you previously stated there was, your income was
- 5 at \$5,300.00 per month, correct?
- 6 A Uh, if that's what I said, then yeah.
- 7 Q And then now you are, I would just say, stipulating to your
- 8 income being that \$6,829.00 a month. You, do you remember
- 9 testifying to that today?
- 10 A Yes.
- 11 Q Okay and just to go over that again, that comes from what we can
- 12 see as uh, my exhibit number 9. Do you have my exhibits in
- 13 front of you?
- 14 A I do.
- 15 Q Okay. Yeah, exhibit 9, which is also your exhibit 1
- 16 potentially, but it's the draws from the business?
- 17 A Yep.
- 18 Q Okay and so we see there that there, the owner distributions
- 19 total \$47,491.00, and then we can-we basically assign all of the
- 20 draws that you made for child support and alimony and that's how
- 21 we got to that number, right?
- 22 A Uh, well then again, the, the draws are split between Olga and
- 23 I. And, wh-what Rob said was that we, you know we cut them in
- 24 half, we cut the number in half, then we added the, the, draws
- 25 for child support and alimony back to it.

1 Q Yep and that, I believe that's, we are on the same page here.
2 And just to be--
3 A Okay, I, (inaudible) pretty much (inaudible).
4 Q --Real clear, yep we're taking that \$47,491.00 dividing it by
5 two, giving you the benefit of the doubt on Olga. Um, you know
6 even though we don't know exactly what Olga's real contribution
7 is to the business, and then we divide it by seven, which
8 represents the seven months that it represents. That sounds
9 fair, right?
10 A Yes.
11 Q Okay. Um, now you also stated that most of these draws that
12 come from the, we'll call it the owner draws, that would be from
13 that, the column totally \$47,491.00. You just said that, that
14 is, for the most part credit card payments, correct?
15 A Yes.
16 Q And that would be paying toward an Apple card? Right? One of,
17 and a Visa card?
18 A Sure. Yeah. I mean I've got business credit cards as well. I
19 mean so not all of it is on personal cards but it's all marked
20 on my system as owner's draws.
21 Q Ye--
22 A Then there, (inaudible).
23 Q I appreciate that. But yeah one of the cards, probably a better
24 way to put it would be an Apple card, right?
25 A Sure.

1 Q A Visa card?

2 A Sure.

3 Q Um, a lending club card?

4 A It's not a credit card, but yep.

5 Q That's a loan?

6 A That's a, was a personal loan I used to, um, I took to uh,
7 consolidate my marital debt.

8 Q Okay. So is that contributed, that debt's contributed just to
9 you? Correct?

10 A I, we split everything.

11 Q Well you just stated that--

12 A So I mean, I we--

13 Q --Sorry to cut you off but you just stated that this is debt
14 that you took on before meeting Olga?

15 A Sure but as I'm, as I said, we split, we, we live together, w-to
16 keep it simple we just split everything.

17 Q Sure. Right, and that'd be around \$793.00 a month you're paying
18 toward that lending club?

19 A Sure.

20 Q Okay. And also, okay, so I guess you say Olga has half but
21 where can we see that? Where's Olga's half going?

22 A I don't understand the question.

23 Q Say that again?

24 A I don't understand the question.

25 Q I, wouldn't we be able to see Olga's name when going through

1 distributions of the business?

2 A Uh, in where, Sir?

3 Q I'm asking you, I guess, maybe a better question would be, there
4 is no way for us to see what Olga is getting through the
5 business draws, right?

6 A I mean, I guess the answer is no but again, I'm not sure I
7 answered your question.

8 Q Well I just wanna make sure you do understand it. So, um, what
9 I'm saying is there's no where in all of the discovery that we
10 have here where we can see a, a draw being contributed or being
11 designated to Olga?

12 A I suppose it's correct. Like I said, to keep it simple we just
13 split everything.

14 Q Okay. How do you pay rent?

15 A We pay rent?

16 Q Yes?

17 A Through the business.

18 Q I want to direct your attention to Plaintiff's exhibit 13. And
19 then that would be page 416 or page number 416. And we can see
20 \$2,000.00 going to, uh, and that would be your rent, correct?

21 A Um, I guess, yeah.

22 Q And I just wanna make sure. When you say I guess does that mean
23 you're not sure?

24 A Uh, I'm not sure, I'm not seeing what you're asking I guess
25 right now. I, I'm sorry.

1 Q Do you have Plaintiff's 13, exhibit 13 in front of you?
2 A I, I do. What was the number?
3 Q It's the front page actually but it's bas-bates (phonetic) 4-1-
4 6.
5 A I don't see an amount for \$2,000.00. Oh, eh, I'm sorry.
6 Q You do see it or you don't?
7 A I, I don't. I mean if it's a Venmo number, I'm not hundred
8 percent sure what that is.
9 Q Okay so you're not sure what that is today? That's your
10 testimony?
11 A Y-yeah, I, I'm, I mean I it was in the beginning of the year it
12 could have been rent, I'm not, I'm not sure.
13 Q Well maybe we can help you out with that. Can I have you turn
14 to exhibit 15, and that would be bates number 265. Do you have
15 that in front of you?
16 A Yes.
17 Q Okay and on February 2nd, we see a debit \$2,000.00, do you see
18 that?
19 A Okay, yes.
20 Q And that's a Venmo payment just like the last one we looked at,
21 right?
22 A Yes.
23 Q Okay and that one's going to Bonnie Lareno (phonetic), right?
24 A Yes.
25 Q And that's your landlord?

1 A Okay.

2 Q Is it?

3 A Yeah.

4 Q Okay so that is your rent payment, right?

5 A This one is, yes.

6 Q And you're saying the, the January 1st, Sir, that also the

7 January one is too?

8 A I'm just, I'm not saying no, yes or no, I'm just saying I don't,

9 I don't recall, Sir.

10 Q Okay. Okay well is that not considered a draw?

11 A Uh, well our rent is because we have an operation in Alabama, we

12 have to be here. Um, but I mean I guess, I, I don't know.

13 Q Is it your position today that your housing is a business

14 expense?

15 A Yes.

16 Q Okay. And uh, but we don't see that as a draw from your, your

17 list, your exhibits um, from draws, do we?

18 A No.

19 Q Okay. And really when you look at your personal, well actually

20 I do want to back that up. If the Judge were to see that as a

21 draw, that would be \$2,000.00 added to your income every month,

22 correct?

23 A Okay.

24 Q So that would bring it up from now, that's \$6,000.00, I'm not

25 sure I got that right.

1 A Ou-our office is--

2 Q Hold on, \$6,829.00 to \$8,829.00. Do you dispute that?

3 A I, I'm sorry. Ask the question again, Sir.

4 Q What we previously through going through your distributions and
5 what you take for your child support, alimony found your income,
6 for this year, to be \$6,829.00 a month? You remember that,
7 right?

8 A Yes.

9 Q Okay, now if the Judge were to find that rent was also a draw,
10 that would add your income by \$2,000.00, equaling \$8,829.00?

11 A Uh, that would be split uh, if he was to see it that way but the
12 office from our house, our trucks are parked by the facility we
13 work out of.

14 Q Well you provided a budget, correct? And did you?

15 A At some point, yeah.

16 Q And your personal budget lists rent at \$2,000.00, right?

17 A I believe so.

18 Q And if you and Olga were to break up you would still have to pay
19 rent, correct?

20 A I wouldn't pay that much rent, no.

21 Q Well you, you are in a lease, correct?

22 A Collectively.

23 Q And how long is for that lease?

24 A Uh, I, I don't, I think we're month to month now.

25 Q Okay. Now let's talk about your vehicle?

1 MR. PETERSON: Oh, and I'm sorry, Your Honor. I would a-ask
2 to admit exhibit 9, which I do believe has already been admitted
3 through exhibit 1.

4 THE COURT: That is correct. Any objection?

5 MR. GALBRAITH: I, it's duplicative but I don't have any
6 objection to it being in the record.

7 THE COURT: It'll be received.

8 MR. PETERSON: And then I'd move to admit exhibit 13.

9 THE COURT: Any objection?

10 MR. GALBRAITH: Just the page you referenced or the
11 totality?

12 MR. PETERSON: The totality.

13 MR. GALBRAITH: I don't have any objection to the page we
14 looked at. I guess I would object to the relevance of the rest
15 of it until we get there.

16 THE COURT: Do you plan to go through any more of it?

17 MR. PETERSON: My or I guess my experience is usually the
18 Court will take on, or I guess usually they're not willing to do
19 just one page, but, if, so, I, I thought that was just standard
20 practice to take on the entire--

21 THE COURT: I was just asking the question. The Court will
22 take the whole packet--

23 MR. PETERSON: Okay.

24 THE COURT: --As exhibit 13. I was just curious if you had
25 other designs for it?

1 MR. PETERSON: I'm not sure yet, w-possibly.

2 CONTINUED CROSS EXAMINATION

3 Q (BY MR. PETERSON) Um, just briefly I do want to talk about, you
4 do have a, you do have a personal bank account through Aspen
5 Federal Credit Union?

6 A It's a joint account, yes.

7 Q And I'll have you take a look at Plaintiff's exhibit 17. Let me
8 know when you have that in front of you.

9 A I'm, I'm there.

10 Q Okay. Um, and what is that?

11 A Uh, bank statement.

12 Q Okay and is it fair to say that you're a-when looking at this
13 Aspen bank account um, you are paying uh, your truck payment
14 through that account?

15 A Uh, that's one truck, yes.

16 Q Okay and we don't see really any other expenses coming out of
17 that account, is that fair?

18 A Yes.

19 Q So, but the business is paying for a lot of your expenses, fair
20 enough?

21 A No, they're extrapolated in draws.

22 Q Which would be through the business, right?

23 A Sure.

24 Q Okay. So going back to the vehicle, I want you to take a look
25 at that exhibit 17. Um, and it would be page 218 and you see

1 that there is a draw of \$600.00 a month that you take from the
2 business and then deposit into this personal account?
3 A Yes.
4 Q Okay and if the Court were to see that as income, that would
5 bring up your total to \$9,429.00, does that sound fair?
6 A I guess, I, it's a truck used for business, I don't, I don't.
7 Q Okay, well I'm glad you brought that up because I want you to
8 look at exhibit 11 for me.
9 A Okay.
10 Q And I want you to turn to page 2-5-3. What is that?
11 A Uh it's a list of equipment.
12 Q And it, when we asked for discovery we asked for a list of
13 assets. Is that a fair and accurate list of assets that you
14 have for the, your business?
15 A Yeah.
16 Q And you can see that your truck, the payment of \$600.00 is not
17 listed on your business assets?
18 A Okay.
19 Q And you agree with that?
20 A It's leased back to the business.
21 Q And just to be clear again, you're not paying for the truck
22 through the business, you're depositing it, it, depositing it into
23 your personal account and then paying for that truck payment
24 through the Aspen Federal Credit Union account, right?
25 A Yeah.

1 Q So if it were a business truck why would you take those lengths
2 and pay through your personal account?
3 A Well because I owned it prior to sa-prior to starting a business
4 and so I didn't obviously have the means to transfer it into the
5 business and so I just leased it to, back to the business.
6 Q And so this would be all vehicle travel, all gas, all paid
7 through the business?
8 A Um, not all of it, no. I'm sure not.
9 Q But we can't see that can we?
10 A Uh, I, no, I mean I don't know how to, I don't know how to
11 extrapolate that Sir.
12 Q Okay. If we look at that page um, that you have in front of
13 you, it lists only one truck and that's a GMC? Is that right?
14 A Yes.
15 Q Okay um, and then you have seven trailers and three trucks,
16 right?
17 A Uh, there's four trucks. No, yeah, three trucks, sorry.
18 Q Okay--
19 A And four trucks including the pickup.
20 Q Right, yeah not, I'm not talking about the pickup. Okay. Um,
21 and those payments that you listed in your budget, that's not
22 including the GMC, right?
23 A Uh, I don't recall.
24 Q Well let's look back at it then.

25 MR. PETERSON: And I am sorry, Your Honor. I'd move to

1 admit exhibit 11.

2 MR. GALBRAITH: No objection.

3 THE COURT: It'll be admitted. And I know we touched on 17
4 earlier?

5 MR. PETERSON: May I move to admit 17?

6 MR. GALBRAITH: No objection.

7 THE COURT: Seventeen will be admitted.

8 MR. PETERSON: Thank you, Your Honor. Try to be better as,
9 getting them in.

10 CONTINUED CROSS EXAMINATION

11 Q (BY MR. PETERSON) Um, okay so how are the boys' medical
12 insurance, how is that getting paid?

13 A Medical insurance?

14 Q The b-through the boys? Cause you're paying for your boys'
15 medical insurance, right?

16 A Yes.

17 Q Health insurance? How is that getting paid?

18 A Um, the business pays the medical insurance.

19 Q Okay so if we were to see that as another draw as per income,
20 that'd be \$591.00 added so we go from \$9,429.00 to 10,020.00 a
21 month? Does that sound right?

22 A I don't agree with that number.

23 Q Does that sound right?

24 A No.

25 Q Does that, the math sound right to you?

1 A No, it doesn't.

2 Q Okay can you tell me where I went wrong?

3 A I, I, I don't, I don't, I, I'm a very visual person. I'm not
4 trying to be obstinate here but I, I don't, I'm not following
5 your logic is all.

6 Q Okay well what I'm saying is that \$591.00 being paid by the
7 business, if that's seen as income, because it's not, that's not
8 a business expense is it?

9 A Medical insurance?

10 Q Through, for your boys?

11 A That absolute can be a medical, business expense.

12 Q W-what is, er I guess, is it your understanding that business
13 expenses need to be related to the business or can any expense
14 be a business expense?

15 A W-well no, not any expense can be a, a business expense, th-that
16 doesn't make any sense at all but there are plenty of companies
17 that pay medical benefits for their employees.

18 Q And what I'm as-the boys are not employees, right?

19 A There's plenty of businesses that pay medical expenses for their
20 families.

21 Q Okay so that's your position but what I'm saying is if we were
22 to add \$591.00 to what we already have as the total is
23 \$9,429.00, that equals \$10,000.00 and, \$10,020.00, right?

24 Q I believe that you just said something about \$9,000.00, so
25 again, not following your math. And again, not trying to be

1 obstinate, I'm just not following your math, Sir.

2 Q Okay well I think we covered the point. Um, now your AT&T bill,

3 I guess, let's go back to exhibit 10 so you can see this.

4 Exhibit 10 is your budget. Do you have that in front of you?

5 A Yes.

6 Q Okay and just back on that \$591.00, is there anywhere where we

7 can see that being or do you remember how this is actually being

8 paid, which account?

9 A I, I don't, no.

10 Q Okay um, now paying attention to that A-AT&T bill. That's

11 \$316.86, right?

12 A Yeah.

13 Q If you divide that by two that's \$158.00, right?

14 A Sure.

15 Q Okay. State Farm, what is that for?

16 A It's for another vehicle we have.

17 Q Okay and would that be the vehicle that you are paying through

18 your personal account?

19 A Um, that one and another one, yeah.

20 Q Okay is the other one Olga's?

21 A Yes.

22 Q Okay and it's being paid directly from the business like you

23 said, right?

24 A Uh, I'm not sure.

25 Q If we were to add just half that insurance that'd be \$193.00,

1 right?

2 A Um, okay.

3 Q Okay um, with the utility bill that Alabama Power, you list that

4 at \$292.00 a month, right?

5 A Yes.

6 Q And we don't see how that's being paid do we?

7 A Um, not on this, no.

8 Q And not on any of the discovery you provided, right?

9 A I don't know the answer I just, uh, to that, I, I supplied you

10 with lots of discovery.

11 Q Um, and then for your internet you list at \$85.00, right?

12 A Yes.

13 Q Groceries, are you splitting that with Olga, is that what we are

14 supposed to believe here?

15 A I mean, I don't know if you're supposed to believe it or not.

16 It's just true, we've lived together, we share a life, that's

17 what it is.

18 Q And I'm sorry that was probably not um, polite but, but what I'm

19 asking is you're splitting that four hundred?

20 A Sir, I'm gonna be really honest here. I, I, I am doing the best

21 I absolutely can here to answer your questions but like I don't,

22 I don't, I don't appreciate the commentary about her, my, you're

23 insinuating that, it feels to me that you're insinuating that

24 I'm lying and I don't appreciate that.

25 Q No it's not what I'm saying but, and maybe the, we'll just keep

1 it to me asking you questions if that's okay?

2 A Sure.

3 Q Alright, so what I'm saying is, is that your position, \$400.00 a

4 month for groceries?

5 A Yeah.

6 Q Okay, \$400.00 a month for entertainment?

7 A Yeah.

8 Q Okay and then these vitamins, wh-can you explain that?

9 A Uh, I mean I've got multivitamins, I've got a myriad of health

10 issues, I had knee surgery in March. Uh, there's certain things

11 I have to take to keep down the inflammation in my body. I was

12 a college football player and unfortunately I paid the price for

13 that. I had four knee surgeries and two shoulder surgeries and

14 so there's certain things I have to take to be able to make sure

15 that I can function properly.

16 Q Is Olga taking any of those?

17 A I'm sure we both take vitamins, yeah.

18 Q Okay. So we, if we were to split that, just being generous

19 that's \$100.00 a month, right?

20 A Sure.

21 Q Then the water bill at \$85.00, right?

22 A That, I said okay.

23 Q Okay medical expenses you list um, (inaudible), you list

24 \$290.00. Can you explain what that is?

25 A I believe uh, it's paying down costs from my surgery.

1 Q Okay so would that be just to you then?

2 A Um, I'm, I think there's, might also be something, I'm not a
3 hundred percent sure what's (inaudible). I don't remember
4 exactly when this was built.

5 Q Okay so if we were just to take, go through that list, if we
6 were already at that \$10,020.00 a month and we add your AT&T
7 bill, the half of that, half of the State Farm, your power bill,
8 your internet, \$400.00 of groceries--

9 A (inaudible).

10 Q --\$400.00 for entertainment, \$100.00 for vitamins and that water
11 bill, would you agree that brings us, the total to around
12 \$12,469.00?

13 A No because of a piece of that's obviously already calculated in
14 owner's draws. I don't take that money as cash, I, that money
15 gets paid by those cards to get paid.

16 Q Can you say that again? I'm not sure I understand your
17 question. Er, your answer.

18 A I don't, I don't take owner's draws as cash. We, we pay the
19 credit cards and so the owner's draws that you see include these
20 numbers.

21 Q You do take, well I just wanna go back to that. You do take
22 cash, right?

23 A I, I, maybe at some point and time but I don't actually take
24 cash out of the business. I may be a time here or there where
25 I've taken some cash but I don't take, typically take cash out

1 of the business, no.

2 Q Well I mean I could go through ATM withdraws. You do take ATM
3 withdraws from the business, right?

4 A Uh, I mean those, those aren't, those don't have, just because I
5 have to pay for cash in something, doesn't mean that it was a
6 personal expense Sir.

7 Q But what I'm saying is you do take cash from the business?

8 A I don't do it very often is what I'm saying. I don't, I don't, I
9 don't, I can't s-I can't site to you how many times I've taken
10 cash out of the business but it's not a thing that happens
11 regularly.

12 Q Okay um, and we don't see how, you know, all of these expenses
13 that you, that I just went through, we don't see how they're
14 paid for do we?

15 A I, I guess not. I just told you though.

16 Q Through the business?

17 A I'm, through the drawings, draws, yes.

18 Q Mhmm. Okay and gas is not included is it?

19 A Uh, I guess not.

20 Q What do you spend on gas?

21 A Well primarily alls I do, I drive for a business and so I, I
22 mean I don't know what I spend on gas.

23 Q Okay?

24 A Personally I don't, I don't, every-alls I do is work, Sir. So I
25 don't, I don't know how to answer your question.

1 Q I wanna take your attention now to exhibit 11. And that would
2 be page 252. And I guess 251 in the very beginning of that,
3 it's your profit and loss statement. Do you see that?
4 A I do.
5 Q Okay and when looking over that document, we have on 252, we
6 have your net profit right there at the bottom. What's that
7 number?
8 A Uh, I mean that's the, that is the number that is calculatedly,
9 the system's calculating for profit of the business currently
10 but there's a lot that's not included in that. Depreciation is
11 not included in that. Uh, I mean, so I guess I don't know what
12 you're asking.
13 Q Oh I'm asking what is the net profit? What does that say there?
14 A Uh, it says \$123.
15 Q Yeah, \$123,065.79, right?
16 A Sure.
17 Q And this is just for this year, right, you said?
18 A I didn't say that but I believe so.
19 Q Okay. Yes, it'd be through January 1, 2024 through September
20 12, 2024, right?
21 A Sure.
22 Q Okay um, gross profit as \$920,000.00, and that's just within the
23 eight months, right?
24 A Okay.
25 Q Um, and now you stated um, you have employees but for employees

1 you, they were all drivers except for Olga, is that fair?

2 A Um, I believe at the time this was (inaudible), yeah.

3 Q Okay I want you to look at, under your operating expenses you

4 have general and administrative and it's, what's that amount?

5 A Says \$110,000.00.

6 Q So that has to be to either you or Olga, right?

7 A Well no, I mean that, that's not a payment to anybody Sir,

8 that's a, that, that's a bunch of different things rolled up

9 into one number. Office supplies, licenses, insurance costs,

10 all stuff is in there. Again, I'm not a, an accountant, I go

11 through this with my CPA's at the end of the year so this, from,

12 Sep-September.

13 Q And you have labor at \$163,000.00. You're saying that would be

14 to the, your drivers?

15 A Uh, probably, yeah.

16 Q Well what is it though? I mean, I wanna know what exactly that

17 labor means?

18 A Yes.

19 Q That includes Olga too?

20 A No.

21 Q Okay so then the answer to that is just the drivers?

22 A Sure.

23 Q Okay but then you have the lease hauler compensation, and I just

24 want to, you're saying that you also pay truckers this lease

25 hauler compensation, right?

1 A Correct.

2 Q Okay. Are those people that you are essentially hiring as
3 independent contractors?

4 A Yes we have a company that's working as an independent
5 contractor.

6 Q And you don't dispute taking cash draws, right?

7 A I, I guess I, I don't understand the question or what I'm d-s-
8 disputing or not. I mean, I don't, I've taken cash the business
9 to pay cash expenses. I've taken, I'm sure if I'm taken cash
10 I've marked it as an owner's draw if it was personal but I don't
11 take, I don't do that typically very often, is what I'm saying.

12 Q Yeah-

13 A And so I don't really know how to answer your question.

14 Q Do you pay life insurance to the business?

15 A Uh, I am, I don't, no. I have, I have to maintain insurance for
16 an SBA loan I have as requirement. It gets paid through the
17 business.

18 Q Okay that's not listed obviously then on your expenses, right?

19 A It's just in the gen-it's not, it's not broke out like that.
20 But yes it would be in here.

21 Q Um, I can point you to the account but I'm just wondering, we
22 saw there's a Best Buy payment. What is that for?

23 A Um, our computer or office supplies.

24 Q Okay and is it fair that you like to use Venmo to make payments
25 through the business?

1 A I mean at times, sure.

2 Q Okay?

3 A Where it's prudent, it makes sense, absolutely.

4 Q And we don't see that in the draws or, I mean it's not really

5 accounted for in your profit and loss statement?

6 A I, it wouldn't be broke out as a separate line item it would

7 coded to whatever expense it's for. Whatever the expenditure

8 is.

9 Q And--

10 A I've bought, I've bought tools and equipment on Facebook Market

11 Place. This is a small business man, I can't go out and just

12 buy everything from a large company. I have to sometimes buy

13 stuff from individuals that are selling items that can be used

14 in our business and so Venmo's a great option for that. It's

15 safe and it's secure.

16 Q --Well I think, I think the issue Casey, is that we're just

17 trying to figure out your income here and I mean would you agree

18 that at least your budget of \$11,000 and whatever it is, doesn't

19 match with what you're saying you take in for income.

20 A When this agree-I wouldn't agree with that statement, no.

21 Q And it doesn't match your P and L statement.

22 A I disagree with that.

23 Q Well um, this is your motion to prove your income, right?

24 A Yes but you're trying-you're trying to tell me Sir what my

25 income is and I don't agree with what you're saying.

1 Q Okay.

2 MR. PETERSON: Thank you, Your Honor. That's all I have.

3 THE COURT: I think we've touched on exhibit 10?

4 MR. PETERSON: I'd move to admit 10, Your Honor. I believe
5 it is--

6 MR. GALBRAITH: No, no objection.

7 THE COURT: Ten will be admitted.

8 REDIRECT EXAMINATION

9 Q (BY MR. GALBRAITH) Casey, would your 2023 tax return be the best
10 and truest and most accurate representation of your income that
11 you could provide to this Court?

12 A A hundred percent.

13 Q And as we discussed earlier, even if the entirety of your
14 depreciation is disallowed, your annual income in 2023 was
15 \$18,715.00?

16 A Sure, yes.

17 Q And your monthly income was \$1,560.00?

18 A Yes.

19 Q If there is any confusion as to your income, are you okay with
20 the Court using your tax return which is generally relied upon
21 by Courts on a daily basis, sometimes as the sole and only
22 evidence in establishing income?

23 A Yes.

24 Q You've tried your best to identify what you've pulled from the
25 company in 2024, have you not?

1 A A hundred percent.

2 Q Are you an accountant?

3 A No.

4 Q Has Casey Peterson audited the profit and loss statement that is
5 included in exhibit 11?

6 A No.

7 Q Just by way of example, the cost of goods sold that's identified
8 in your profit and loss statement is zero dollars, do you see
9 that?

10 A Yes.

11 Q Your cost of goods sold last year was \$347,000.00?

12 A Yes.

13 Q You as you are doing the books for your business enter, you put
14 entries into some type of software, is that right?

15 A Yes.

16 Q What type of software do you use?

17 A I use a software called Zoho Books (phonetic).

18 Q And do you hand that software over to Casey Peterson at the end
19 of the year for purposes of determining what your income
20 actually is?

21 A Yes.

22 Q And so for example if you or I or anyone else who owns a
23 business go to Best Buy and I buy a \$5,000.00 tv for my house on
24 a personal credit card, Casey Peterson's gonna look at that and
25 identify that I took a personal draw for \$5,000.00 even though I

1 STATE OF SOUTH DAKOTA)
2) SS. CERTIFICATE
3 COUNTY OF PENNINGTON)

4 I hereby certify that the proceedings in the above-entitled
5 action were fully and accurately recorded at the time and place set
6 forth above and that the recording has been preserved in an unaltered
7 condition.

8 Dated this 21st day of January, 2025.

9
10 IS/ Georgine Wolf
11 Georgine Wolf
12 Court Recorder

13 I hereby certify that the transcript of proceedings in the above-
14 entitled action is a true and accurate transcript based on the
15 electronic recording.

16 Dated this 29th day of January, 2025.

17
18 IS/ Georgine Wolf
19 Georgine Wolf
20 Court Transcriptionist

21
22
23
24
25

Jennifer Mellendorf

From: Roetzel, Judge Scott <Scott.Roetzel@ujs.state.sd.us>
Sent: Tuesday, September 17, 2024 12:36 PM
To: nick@rushmorelaw.com; 'Robert Galbraith'; Shaffer, Sheila
Cc: Shaffer, Sheila; 'Jennifer Mellendorf'; 'Logan Pokorny'
Subject: RE: 51DIV20-166

As there appears to be some confusion as to items of discovery needed for hearing tomorrow, the Court is going to continue the hearing. The deadline to disclose all supporting documents to the other side will be Wednesday September 25th or it will be excluded. Also, the Court does not see that any exhibits having been filed. At this point I am still inclined to allow Mr. Galbraith's client to appear via ZOOM, but I am open to revisit after Mr. Peterson has reviewed recent documents. Sheila will set up new date.



Scott A. Roetzel | Circuit Judge
Unified Judicial System | 7th Circuit Court
315 St. Joseph Street | Rapid City, SD 57701
Ph: 605.394.2571 | Fax: 605.394.6628

From: nick@rushmorelaw.com <nick@rushmorelaw.com>
Sent: Tuesday, September 17, 2024 8:40 AM
To: 'Robert Galbraith' <Robert@nooneysolay.com>; Roetzel, Judge Scott <Scott.Roetzel@ujs.state.sd.us>
Cc: Shaffer, Sheila <Sheila.Shaffer@ujs.state.sd.us>; 'Jennifer Mellendorf' <jennifer@rushmorelaw.com>; 'Logan Pokorny' <logan@nooneysolay.com>
Subject: RE: [EXT] 51DIV20-166

Your Honor,

Again, Mr. Galbraith is not being forthcoming. This is Mr. Galbraith's motion to modify child support, and it is his burden to support his motion by filing documentation that shows what his client's income is, which he did not do. I objected to the motion at the hearing on March 21st and Judge Pfeifle had the parties schedule an evidentiary hearing. Further, I have been prepared on my end but have been unable to calculate the child support amount because I have not documentation regarding Mr. Bulyca's income until Friday. I am baffled Mr. Galbraith believes we can have a hearing on a motion to modify child support with no supporting documentation as to his client's income. Instead, he continues to divert attention as though I am not prepared. He has never requested documentation from me, and the two pages my client served represent my client's annual income. Had Mr. Galbraith filed all of the supporting documentation to support his motion in February, this matter would have been resolved.

If we have the hearing, I believe Mr. Bulyca will need to be present because I will have extensive cross-examination regarding hundreds of pages of discovery. Mr. Bulyca is self-employed and owns a

trucking company so figuring out his income will involve extensive testimony regarding distributions, draws, and expenses paid through the business.

The Court's consideration is appreciated.

Nicholas J. Peterson
Pasqualucci & Peterson P.C.
550 N. 5th Street
Rapid City, SD 57701
605-721-8821
605-593-8896 (Fax)
Nick@rushmorelaw.com

From: Robert Galbraith <Robert@nooneysolay.com>
Sent: Tuesday, September 17, 2024 8:15 AM
To: Roetzel, Judge Scott <Scott.Roetzel@ijs.state.sd.us>; nick@rushmorelaw.com
Cc: Shaffer, Sheila <Sheila.Shaffer@ijs.state.sd.us>; 'Jennifer Mellendorf' <jennifer@rushmorelaw.com>; Logan Pokorny <logan@nooneysolay.com>
Subject: RE: 51DIV20-166

Your Honor,

This is simply a child support modification hearing. My client's motion has been pending for 7 months. He would like to get this matter heard. The Motion was filed on February 16 and a hearing scheduled for March 21. The Plaintiff was not ready for that hearing. During the beginning of July, the parties scheduled this hearing for July 31. There was no mention of needed discovery. In the discussion a month later, just before the July 31 hearing, Mr. Peterson represented that he and his client were ready for the hearing. The Court ordered a continuance so the parties could exchange exhibits. Instead, the Plaintiff sent extensive discovery. My client has responded. I certainly understand the rationale behind the Court's question. My client has fully and completely answered discovery that could have been sent anytime for the last 6-7 months. In return, my client has been provided with 2 pages of documents from the Plaintiff. My client would like to proceed and is not asking for a continuance, however, I have advised him that it is certainly possible that the Court will set a new date. We will await Mr. Peterson's responses and/or any further instruction from the Court.

-Rob

Robert J. Galbraith
NOONEY & SOLAY, LLP
PHONE: 605-721-5846

From: Roetzel, Judge Scott <Scott.Roetzel@ijs.state.sd.us>
Sent: Tuesday, September 17, 2024 7:36 AM
To: nick@rushmorelaw.com; Robert Galbraith <Robert@nooneysolay.com>
Cc: Shaffer, Sheila <Sheila.Shaffer@ijs.state.sd.us>; 'Jennifer Mellendorf' <jennifer@rushmorelaw.com>; Logan Pokorny

<logan@nooneysolay.com>

Subject: RE: 51DIV20-166

Given the documents recently provided, the conflict between parties and the request for personal appearance, the Court would be willing to set a new date for this hearing to allow parties to get organized. Thoughts?



Scott A. Roetzel | *Circuit Judge*

Unified Judicial System | 7th Circuit Court
315 St. Joseph Street | Rapid City, SD 57701
Ph: 605.394.2571 | Fx: 605.394.6628

From: nick@rushmorelaw.com <nick@rushmorelaw.com>

Sent: Monday, September 16, 2024 3:48 PM

To: Roetzel, Judge Scott <Scott.Roetzel@uds.state.sd.us>; 'Robert Galbraith' <Robert@nooneysolay.com>

Cc: Shaffer, Sheila <Sheila.Shaffer@uds.state.sd.us>; 'Jennifer Mellendorf' <jennifer@rushmorelaw.com>; 'Logan Pokorny' <logan@nooneysolay.com>

Subject: RE: [EXT] 51DIV20-166

Judge Roetzel,

Mr. Galbraith has been less than forthcoming with the Court. He insinuates he has attempted to connect with my office. At no time has Mr. Galbraith reached out to my office via phone, email, or the filing of any document to exchange information in this matter. Pursuant to the Court's email on July 29th, my understanding was we need to send out discovery requests. I did so on August 6th. Mr. Galbraith's paralegal requested those interrogatories and requests for production of documents via Word that same day, and my paralegal sent it to them. On September 10th I had yet to receive any documentation and sent a Meet and Confer Letter regarding the missing discovery, which I filed with the Court. On Friday, my office received 428 pages of documentation.

I have not received the pre-marked exhibits Mr. Galbraith is advising to the Court. I would ask for the Court's assistance in ordering Mr. Galbraith to provide the pre-marked exhibits he is referring to. Pursuant to the Court's email, I will send him my client's exhibits, which I anticipate will include approximately 200 of the 428 pages of discovery sent from Mr. Galbraith.

Furthermore, I understand the Court has already granted the request for a Zoom appearance, however, I have been waiting for him to file a motion so I could file a formal objection, as I do not believe this evidentiary hearing can be facilitated via Zoom. There are many inconsistencies in my short review of the documentation, and there appears to be a misrepresentation of Mr. Bulyca's income in their calculation of child support. I have yet to see how they have reached that number, as he provided no documentation to support it. Since Mr. Bulyca has known about this hearing since August 1st, I would ask the Court to reconsider given the timeliness of the request and necessity to review numerous financial documents in-person.

Nicholas J. Peterson

Pasqualucci & Peterson P.C.

550 N. 5th Street
Rapid City, SD 57701
605-721-8821
605-593-8896 (Fax)
Nick@rushmorelaw.com

From: Roetzel, Judge Scott <Scott.Roetzel@ijs.state.sd.us>
Sent: Monday, September 16, 2024 1:56 PM
To: Robert Galbraith <Robert@nooneysolay.com>; Nick Peterson <nick@rushmorelaw.com>
Cc: Shaffer, Sheila <Sheila.Shaffer@ijs.state.sd.us>; Jennifer Mellendorf <jennifer@rushmorelaw.com>; Logan Pokorny <logan@nooneysolay.com>
Subject: RE: 51DIV20-166

The Court will allow ZOOM for this hearing. Also, Mr. Peterson please send over any exhibits immediately and if unable to do so, we will discuss at hearing whether any exhibits will be allowed.



Scott A. Roetzel | Circuit Judge
Unified Judicial System | 7th Circuit Court
315 St. Joseph Street | Rapid City, SD 57701
Ph: 605.394.2571 | Fx: 605.394.6628

From: Robert Galbraith <Robert@nooneysolay.com>
Sent: Monday, September 16, 2024 12:56 PM
To: Roetzel, Judge Scott <Scott.Roetzel@ijs.state.sd.us>; Nick Peterson <nick@rushmorelaw.com>
Cc: Shaffer, Sheila <Sheila.Shaffer@ijs.state.sd.us>; Jennifer Mellendorf <jennifer@rushmorelaw.com>; Logan Pokorny <logan@nooneysolay.com>
Subject: RE: [EXT] 51DIV20-166

Judge Roetzel,

This matter is scheduled for this Wednesday at 1:00 p.m. I am providing to the Court a courtesy copy of the Motion for Zoom Appearance for my client. When Judge Pfeifle allowed my client to select between an evidentiary hearing before the Court and a referral to a referee, my client had the knowledge through my office that Judge Pfeifle's personal preference was to allow zoom appearances on shorter hearings such as this one. It was expected that this hearing would be conducted in front of Judge Pfeifle. If it is this Court's preference to request live testimony, that is certainly okay, but it was not what my client expected when setting this hearing. My client lives in Alabama and is currently working in Ohio. If the Court says he needs to be here he will book a flight today and he will be here. However, the travel expense for a relatively short hearing is definitely burdensome. I have pre-marked only 6 exhibits, including the child support calculation supplied with the motion. I do not expect his testimony on direct will take more than 20 minutes.

The Court also asked the parties to exchange exhibits prior to the hearing. Mr. Peterson and I were unable to connect to arrange for that. Having not been able to connect with him, I provided him my exhibits last week, along with 400 pages of discovery responses from my client (which I also don't think the Court anticipated when it

ordered the continuance). I have yet to receive anything in response. I would ask for the Court's assistance in ordering that the Plaintiff provide her proposed exhibits immediately.

-Rob

Robert J. Galbraith
NOONEY & SOLAY, LLP
PHONE: 605-721-5846

From: Roetzel, Judge Scott <Scott.Roetzel@ujc.state.sd.us>
Sent: Monday, July 29, 2024 1:38 PM
To: Nick Peterson <nick@rushmorelaw.com>; Robert Galbraith <Robert@nooneysolay.com>
Cc: Shaffer, Sheila <Sheila.Shaffer@ujc.state.sd.us>; Jennifer Mellendorf <jennifer@rushmorelaw.com>
Subject: RE: 51DIV20-166

The Court will GRANT to continuance at Plaintiff's request. Please contact Sheila regarding a new date that works for both parties. Be advised, that the deadline for production of documents will be 30 days before that date. As far as the ZOOM request, I will take under advisement, but I am inclined to require all parties to be present.



Scott A. Roetzel | Circuit Judge
Unified Judicial System | 7th Circuit Court
315 St. Joseph Street | Rapid City, SD 57701
Ph: 605.394.2571 | Fx: 605.394.6628

From: Nick Peterson <nick@rushmorelaw.com>
Sent: Monday, July 29, 2024 1:07 PM
To: Robert Galbraith <Robert@nooneysolay.com>
Cc: Roetzel, Judge Scott <Scott.Roetzel@ujc.state.sd.us>; Shaffer, Sheila <Sheila.Shaffer@ujc.state.sd.us>; Jennifer Mellendorf <jennifer@rushmorelaw.com>
Subject: Re: [EXT] 51DIV20-166

Your Honor,

I will not address the lengthy email except to say that it is patently false that we are not prepared on our end. I have all of my client's information. We have been waiting to receive Casey's information so that I could file a response. When a party files for a modification, documentation to support the motion is required. Nothing but a new child support calculation sheet has been provided. Nothing was filed by Mr. Galbraith to support that child support should be modified. No income information whatsoever from Casey Bulyca has been filed. This is not my motion. It is Defendant's burden to support his motion. I have all of my client's information and have been waiting to calculate child support, but cannot do so without Casey's information.

Further, it now appears that his client is not appearing in person. I object to any Zoom appearance by the Defendant. His appearance is necessary as I will need to examine him regarding his information, which has yet to be provided.

I also have no issue with the hearing proceeding on Wednesday but would require Casey's income documentation and his appearance to do so.

Sent from my iPhone

On Jul 29, 2024, at 11:57 AM, Robert Galbraith <Robert@nooneysolay.com> wrote:

Judge Roetzel and Mr. Peterson,

I wanted to provide a little more clarification for the Court in light of Judge Pfeifle's retirement. The parties had a hearing in September of last year involving a request to modify alimony. Both parties were deposed regarding their income prior to that hearing, and information including their income, budgets, and finances were fully presented to the Court. In February, my client filed a Motion to Amend Child Support. That document, a copy of which is attached, provided that the proposed support calculation (which was attached) utilized the parties' income numbers fully developed for the prior hearing. A hearing was noticed from March 21 (also attached). There was no objection, response, request for information, or communication whatsoever received between the filing of the motion and the hearing. In fact, Mr. Peterson acknowledged at the hearing on March 21 that he either did not see or open the Motion and Notice of Hearing or had forgotten about them until he saw this case on the Court's calendar in the courthouse while at another hearing that same morning. He acknowledged that he did not have any information to provide to the Court and complained that he hadn't received any information or a phone call leading up to the hearing, before admitting to Judge Pfeifle based on the Court's questioning that he did receive the Notice of Hearing on this issue for that day. Mr. Peterson asked that the matter be referred to a referee or that an evidentiary hearing be set so that he could present necessary information on behalf of his client. Judge Pfeifle indicated that perhaps Mr. Peterson and his client didn't get to fully develop their record on child support at the prior hearing so he would allow for an evidentiary hearing or refer to a referee at my client's option. Thereafter, either Mr. Peterson or his client were not available for any of the dates offered by Judge Pfeifle to hear this matter (I can certainly provide the emails with the Judge Pfeifle if the court wants to see them). After Judge Pfeifle's retirement, this matter was reset with Judge Roetzel. Again, there have been no requests, no discovery, and not a single communication from Mr. Peterson or his client until this email two days before the hearing (his objection would have been due by statute, first on March 14, 2024 and now by July 24, 2024). These issues, if they were actual issues, could have been addressed during the emails between the Court and counsel 30 days ago when this hearing was scheduled, but they were not. Interestingly enough, while Mr. Peterson complains to the Court that he hasn't received any information from my client, Mr. Peterson fails to point out that his client has a new job and has not provided any information whatsoever, including a proposed calculation to be included in his response/objection, all issues that we anticipated would be addressed at the evidentiary hearing. The fact that Mr. Peterson and/or his client are again ill prepared to deal with issues before the Court despite more than five months to do so is no reason for a continuance or fees.

But, again, my client will take the high road. The objection itself does not seek a continuance. It simply states that the motion should be denied due to lack of supporting documentation (although it was Mr. Peterson who demanded that the supporting documentation be provided via an evidentiary hearing). Mr. Peterson's email seeks a continuance. If a continuance is to be granted, my client would request that any such continuance be granted on the following conditions: (1) that there be a formal order indicating the continuance is being granted at Plaintiff's request; (2) that the Order include deadlines by which the parties will exchange all income information, paystubs, etc., including any documents or evidence to be introduced at trial; (3) that my client be permitted to appear via zoom at the continued hearing.

I apologize for the necessity to make a position statement by email, but I will need to advise my client sooner rather than later of the results of Mr. Peterson's untimely request.

-Rob

Robert J. Galbraith
NOONEY & SOLAY, LLP
PHONE: 605-721-5846

From: nick@rushmorelaw.com <nick@rushmorelaw.com>
Sent: Monday, July 29, 2024 11:11 AM
To: 'Roetzel, Judge Scott' <Scott.Roetzel@ijs.state.sd.us>; Robert Galbraith <Robert@nooneysolay.com>; 'Shaffer, Sheila' <Sheila.Shaffer@ijs.state.sd.us>
Cc: 'Jennifer Mellendorf' <Jennifer@rushmorelaw.com>
Subject: RE: 51DIV20-166

Judge Roetzel and Counsel,

Defendant has yet to provide the financial documents needed to adequately prepare for an evidentiary hearing on the motion to modify child support in this matter. Specifically, I have not been provided Mr. Bulyca's current income documentation to support a modification of child support, including any information to support Defendant experienced a change in employment. In an effort to save time, I would request the Court to either continue the matter to another date to allow the parties to exchange the necessary documents and potentially reach a resolution, or have the parties work with a child support referee to determine whether a modification of child support is appropriate. My client is willing to work with a child support referee to reduce costs.

Please let me know if there are any questions, or if there is anything else needed from me.

Thanks,

Nicholas J. Peterson
Pasqualucci & Peterson P.C.
550 N. 5th Street
Rapid City, SD 57701
605-721-8821
605-593-8896 (Fax)
Nick@rushmorelaw.com

From: Roetzel, Judge Scott <Scott.Roetzel@ijs.state.sd.us>
Sent: Monday, July 1, 2024 11:49 AM
To: Robert Galbraith <Robert@nooneysolay.com>; Shaffer, Sheila <Sheila.Shaffer@ijs.state.sd.us>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: RE: 51DIV20-166

Hello. Yes. Please coordinate with Sheila.

<image001.png>

From: Robert Galbraith <Robert@nooneysolay.com>
Sent: Monday, July 1, 2024 11:13 AM
To: Roetzel, Judge Scott <Scott.Roetzel@ijs.state.sd.us>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: FW: [EXT] 51DIV20-166

Bulyca v. Bulyca; 51DIV20-166

Judge Roetzel,

There is a Motion to Amend Child Support pending in this matter. There was no response filed to the motion, but Mr. Peterson appeared at the hearing and asked that it either be referred to a referee or an evidentiary hearing be set. Judge Pfeifle ruled that he would order whichever was requested by my client. I have included a short portion of the emails with Judge Pfeifle below confirming that it was to be set for an evidentiary hearing. Unfortunately, we were not able to find a date that works for everyone before Judge Pfeifle's retirement. I believe two hours will be sufficient. Would you like us to coordinate the hearing through you or court administration? Thanks in advance for your time and consideration.

-Rob

Robert J. Galbraith
NOONEY & SOLAY, LLP
PHONE: 605-721-5846

From: Pfeifle, Judge Craig <Craig.Pfeifle@uis.state.sd.us>
Sent: Wednesday, May 15, 2024 10:10 AM
To: Robert Galbraith <Robert@nooneysolay.com>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: RE: 51DIV20-166

I do recall the request and the response for a hearing. I will set a hearing based upon that response. Finding a couple hours may be challenging; I'll do that once out of trial.

CAP

From: Robert Galbraith <Robert@nooneysolay.com>
Sent: Wednesday, May 15, 2024 10:05 AM
To: Pfeifle, Judge Craig <Craig.Pfeifle@uis.state.sd.us>
Cc: Nick Peterson <nick@rushmorelaw.com>
Subject: [EXT] 51DIV20-166

Judge Pfeifle,

As the Court may recall, we had a hearing on the attached Motion to Amend Child Support on March 21. Mr. Peterson, on behalf of Ms. Bulyca, asked that the matter either be submitted to a referee or for an evidentiary hearing. I would like to get this matter on the calendar for an evidentiary hearing on my client's motion. I think two hours would be sufficient. Please let me know if we should coordinate through you or court administration.

-Rob

Robert J. Galbraith
NOONEY & SOLAY, LLP
PHONE: 605-721-5846

<2024.02.16 Motion to Amend Child Support.pdf>
<2024.02.16 Notice of Hearing.pdf>

Child Support Obligation Calculator

This child support obligation calculator is based on the South Dakota Child Support Guideline laws and is intended to provide the basic support obligation for child support for combined monthly Net Income to \$30,000. Deviations and adjustments (for child care, visitation, or other factors) the court may allow are not included in the calculation of the basic support obligation. All amounts listed must be monthly.

It is presumed a parent is capable of earning at least minimum wage except as provided in SDCL 25-7-6.26. If disabled, use actual amount of benefits.

Select the number of children for this obligation calculation. 02 children.

Gross Monthly Income:

* Required Field.

Parent 1

Non-Custodial

\$ 13014

Parent 2

Custodial

\$ 7573

Deductions to Gross Income: The FIT, Social Security and Medicare deductions will automatically formulate when you click on calculate.

FIT (Federal Income Tax Withheld) \$ 2251

\$ 985

Social Security \$ 807

\$ 470

Medicare \$ 189

\$ 110

Retirement \$ 0

\$ 0

Other Allowable Deductions See SDCL 25-7-6.7

Comments:

\$ 0

\$ 0

Comments:

\$ 0

\$ 0

Monthly Net Income \$ 9767

\$ 6008

Combined Monthly Net Income \$ 15775

% Combined Income 62%

38%

Total Support Obligation \$ 3058

Individual Parent Support Obligation \$ 1896

\$ 1162

Non-Custodial Parent Net Income Only \$ 2153

Monthly Child Support Obligation \$ 1896

Monthly Medical Insurance Payment \$ 591

\$ 0

Amount Adjusted for Medical \$ 225

\$ 0

Adjusted Monthly Child Support Obligation \$ 1671

Medical insurance is considered reasonable in cost if the cost attributable to the child is equal to or less than 8% of the net income, after proportionate medical support credit is applied, of the parent ordered to maintain insurance, and the amount is specified in the order. (SDCL 25-7-6.16)

Parent 1 8% Limit \$ 781

Parent 2 8% Limit \$ 481

The calculator provides only an estimate and is not a guarantee of the amount of child support that may be ordered by the court. Other factors may affect the amount of child support awarded.

**PLAINTIFF'S
EXHIBIT**

3

**IN THE SUPREME COURT
OF THE
STATE OF SOUTH DAKOTA**

APPEAL NO. 30975

LINNEA CAROL BULYCA
Plaintiff/Appellee,

vs.

CASEY RAY BULYCA
Defendant/Appellant.

ON APPEAL FROM THE CIRCUIT COURT
SEVENTH JUDICIAL CIRCUIT
PENNINGTON COUNTY, SOUTH DAKOTA

The Honorable Scott A. Roetzel
Circuit Court Judge

APPELLANT'S REPLY BRIEF

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NOTICE OF APPEAL FILED JANUARY 17, 2025

TABLE OF CONTENTS

	<u>Page</u>
TABLE OF AUTHORITIES	iii
PRELIMINARY STATEMENT.....	1
STATEMENT OF THE CASE.....	1
ARGUMENT.....	3
I. THE TRIAL COURT ERRED WHEN IT REFUSED TO CALCULATE CHILD SUPPORT	3
A. CASEY PROVIDED ADEQUATE INFORMATION, AS PROVIDED FOR BY STATUTE, FOR THE COURT TO MAKE A FINDING REGARDING CASEY'S INCOME	3
B. CASEY DID NOT HAVE ANY EVIDENCE OF, OR OBLIGATION TO PRODUCE EVIDENCE OF LINNEA'S DAYCARE EXPENSES	8
C. EVEN IF THE TRIAL COURT DID IMPUTE CASEY'S INCOME, THE TRIAL COURT WOULD THEN BE REQUIRED TO CALCULATED CHILD SUPPORT USING THE IMPUTED INCOME NUMBERS, NOT TO SIMPLY DENY CASEY'S MOTION.....	9
CONCLUSION.....	14
CERTIFICATE OF COMPLIANCE.....	15
CERTIFICATE OF SERVICE	16

TABLE OF AUTHORITIES

Fossum v. Fossum
374 N.W.2d 100 (S.D. 1985) 7, 8

Muenster v. Muenster,
2009 S.D. 23, 764 N.W.2d 712 7, 8

Ostwald v. Ostwald
331 N.W.2d 64 (S.D. 1983) 7

Statutes:

SDCL § 15-6-58 2

SDCL § 25-7-6.3 4, 5

SDCL § 25-7-6.6 5

SDCL § 25-7-6.11 3

SDCL § 25-7-6.13 3

SDCL § 25-7-6.26 9, 10, 11

PRELIMINARY STATEMENT

The parties agree that this Court has jurisdiction of this appeal. Throughout Appellant's Reply Brief, citations to the pleadings will continue to be referred to as Settled Record ("SR") and the numbers assigned by the Clerk, and the pleading and any further designation as appropriate, e.g. "SR 273, Motion to Amend Child Support." References to the documents in the Appellant's Appendix (filed with the Appellant's initial Brief) will be referred to by the specified document and designation to the Appendix, e.g. "Court's Findings of Fact and Conclusions of Law and Order, App. at A-001-010." Citations to evidentiary hearing transcript will be designated by reference to the trial transcript and page and line number, e.g. "TT, p. 48:9 – 48:16."

The Appellant, Casey Ray Bulyca will continue to be referred to as "Casey" and the Appellee, Linnea Carol Bulyca, will continue to be referred to as "Linnea."

STATEMENT OF THE CASE

Linnea, in her Appellee's Brief, provides a recitation of facts leading up to the hearing on Casey's Motion to Amend Child Support. Much of that recitation is spent seemingly attacking Casey's counsel for not providing notices of hearing (for hearing dates that were agreed upon by counsel either by joint email or in Court) or providing facts related to the multitude of hearings leading up to the evidentiary hearing. While Casey

does not agree with Linnea's recitation of those facts,¹ Casey did not address the pre-hearing issues in his Appellant's Brief and does not do so here, as there is nothing related to the pre-hearing issues on appeal in this file. The parties seemingly agree that the only issue before this Court is whether the trial court erred in denying Casey's Motion to Amend Child Support. However, should the Court want an accurate representation of the pre-hearing procedural issues, those issues were more fully set forth, with exhibits and citations to the record in the Defendant's Proposed Findings of Fact and Conclusions of Law. App. at B-001-0068; Proposed Findings of Fact No. 4 through 18 with Exhibits 1

¹ The seemingly personal attacks made in Linnea's Appellee's Brief are concerning and it can only be assumed (since nearly all of them have no bearing on the issues before this Court on appeal) that they are included as some attempt to impugn the credibility of Casey or his counsel. By way of example, the Appellee's Brief states:

First, it is important to clarify the record, as Appellant's brief is replete with misstatements of fact, beginning with the date of the divorce. The decree was signed on May 24, 2021. SR p. 82. However, Appellant's brief incorrectly states the date as May 25, 2021. See Appellant's Brief, p. 3.

See Appellee's Brief, at p. 8. However, the Appellant's Brief very clearly and accurately states:

The Court's Decree of Divorce, signed on May 24, 2021 and filed on May 25, 2021, set child support consistent with the parties' Stipulation. SR 082.

See Appellant's Brief, p. 5. Linnea's citation to page 3 of the Appellant's Brief is presumably to the portion of the Appellant's Brief that reads:

On May 25, 2021, the Plaintiff, Linnea Carol Bulyca (hereinafter "Linnea") and the Defendant, Casey Ray Bulyca (hereinafter "Casey") were divorced by the trial court (the Honorable Craig Pfeifle), through the filing of a Decree of Divorce. SR 082.

See Appellant's Brief, p. 3. Under South Dakota law, "[a] judgment or an order becomes complete and effective when reduced to writing, signed by the court or judge, attested by the clerk and filed in the clerk's office." SDCL § 15-6-58a. Casey's statement that the parties were divorced on May 25, 2021 is accurate under the South Dakota Rules of Civil Procedure. While Judge Pfeifle signed the Decree of Divorce on May 24, 2021, as stated by both parties, the Decree of Divorce was not filed by the Clerk until May 25, 2021. It is unknown what, if any, bearing Linnea believes this has on this appeal.

through 9.

Both Casey and Linnea agree that the parties' Stipulation and Property Settlement Agreement for Child Custody, Visitation, and Child Support and the Court's Decree of Divorce set Casey's child support obligation to Linnea at \$2,377 per month. SR 055, 082; *Appellee's Brief*, pp. 2-3, 5. The parties further agree that the child support obligation, entered on May 25, 2021 including child support in the amount of \$1,682 and daycare expenses in the amount of \$695. *See Appellee's Brief*, pp. 2-3, 5. Finally, the parties agree that there were no modifications of child support from May 25, 2021 until Casey filed his Motion to Amend Child Support on February 16, 2024. SR 273. While not stated as explicitly as the above facts, seemingly the parties do not disagree that there is no requirement for Casey to show a change in circumstances under SDCL § 25-7-6.13.

ARGUMENT

I. THE TRIAL COURT ERRED WHEN IT REFUSED TO CALCULATE CHILD SUPPORT

A. CASEY PROVIDED ADEQUATE INFORMATION, AS PROVIDED FOR BY STATUTE, FOR THE COURT TO MAKE A FINDING REGARDING CASEY'S INCOME

By statute, "[t]he court setting the support shall have the authority to require periodic adjustments in the support." SDCL § 25-7-6.11. South Dakota law is clear on how to calculate child support. First, each

parties' new monthly income must be determined. Before going any further, the parties agreed and the Court found that Linnea's income had substantially increased since the original child support order. Specifically, the Court found that "Linnea's income at the time of filing of divorce was calculated at \$2,895 per month." App. at A-002; Finding of Fact No. 9. Linnea's income at the time of the hearing was \$7,573 per month. *See Plaintiff's Exhibit 3*; TT, p. 3:12 – 5:8; App. at A-006; Finding of Fact Nos. 59-60.

Linnea does not dispute that her income increased by more than 2.5 times her date of divorce income (upon which the prior child support calculation was made). Even if the Court did not find that Casey's income had changed, or if the Court imputed Casey's income, a new child support calculation should have been completed based on the change in Linnea's income alone. However, Linnea argues, without any legal support, that a modification should be denied based on Casey's failure to provide sufficient evidence of his income. Even if Casey's income had not changed, the change in Linnea's income would require a child support modification. However, even in addressing Linnea's arguments, Casey provided all of the information required by statute, and all documents and information requested in discovery related to his income. Under SDCL § 25-7-6.3, "[t]he monthly net income of each parent shall be determined by the parent's gross income less allowable deductions, as set

forth in this chapter.” Because Casey is self-employed, his income constitutes “[s]elf-employment income including gain, profit, or loss from a business, farm, or profession[.]” *Id.* In looking at Casey’s gross income, further statutory guidance provides:

Gross income from a business, profession, farming, rentals, royalties, estates, trusts, or other sources, are the net profits or gain, or net losses shown on any or all schedules filed as part of the parents’ federal income tax returns or as part of any federal income tax returns for any business with which he is associated, except that the court may allow or disallow deductions for federal income taxation purposes which do not require the expenditure of cash, including, but not limited to, depreciation or depletion allowances, and may further consider the extent to which household expenses, automobile expenses, and related items are deductible or partially deductible for income tax purposes. In the event a court disallows depreciation, it may consider necessary capital expenditures which enhance the parent’s current income for child support purposes.

SDCL § 25-7-6.6. At trial, Casey introduced into evidence his 2022 tax return and W-2 (TT, p. 14:15 – 15:12; Defendant’s Exhibits 3 and 4), his 2023 tax return (TT, p. 16:16 – 16:24; Defendant’s Exhibit 2; Appellant’s App. at D), and the total draws Casey and his live-in girlfriend, Olga, who also operates the business, had taken in 2024 (TT, p. 9:15 – 10:25; Defendant’s Exhibit 1; Appellant’s App. at C). Casey provided extensive testimony regarding his tax returns, draws, and the business operations. Casey provided extensive testimony regarding each of the expenses or deductions included in his 2023 tax return and whether those expenses or deductions were out-of-pocket costs or did not require the expenditure of cash. TT, p. 18:4 – 24:15. Other than depreciation, Casey testified that

each and every expense or deduction in his 2023 tax return was an actual cost paid by Bulldawg Enterprises. Casey agreed that his depreciation should not be included as a deduction in calculating his income.

Linnea admits in the Appellee's Brief that "[t]he Court heard extensive testimony regarding Casey's budget and his alleged decrease in income. Casey submitted tax returns, bank statements, and a personal budget, but failed to provide any credit card statements, leaving important gaps in his income information and alleged financial hardship." *See Appellee's Brief, p. 5*. In breaking down this statement, Linnea admits that extensive testimony was provided to the Court by which the Court could have determined Casey's income, including examination or cross-examination related to Casey's tax returns and bank statements.

Linnea seems to get caught up and focused on Casey's "budget", both at trial and on appeal. However, the "budget" that Linnea introduced at trial as Exhibit 10 was the "budget" that Casey provided at trial on September 12, 2023, in support of his Motion to Amend Alimony Obligation and to Modify Visitation Schedule. SR 157. (Plaintiff's Exhibit 10 introduced at trial on November 6, 2024 is identical to SR 235 Exhibit 1 – Budget, which was introduced by Casey at the September 12, 2023 hearing on alimony). While Casey's "budget" may have been relevant to a

determination of alimony, the budget does not have any impact on the trial court's calculation of child support. While Linnea also references Casey's "alleged financial hardship", there was no deviation requested by either party at the trial court level which would require the Court to explore an alleged financial hardship. Finally, Linnea argues that Casey did not provide his credit card statements. Interestingly enough, there is nothing by statute which indicates that Casey's credit card statements are relevant (and Court's likely calculate child support 99% of the time without credit card statements), and Linnea did not make any request for Casey to provide his credit card statements. To the contrary, Linnea's Appellee's Brief seems to argue both the Casey did not provide enough documentation and that Casey provided too much documentation (428 pages of documents responsive to Linnea's discovery). *See Appellee's Brief, pp. 4, 5.*

Linnea attempts within the Appellee's Brief to distinguish the cases cited by Casey. Casey provided several South Dakota cases wherein the trial court was reversed for denying a request to modify child support. *See Ostwald v. Ostwald*, 331 N.W.2d 64 (S.D. 1983), *Fossum v. Fossum*, 374 N.W.2d 100 (S.D. 1985), *Muenster v. Muenster*, 2009 S.D. 23, 764 N.W.2d 712. However, Linnea does not provide this Court with any authority to support her argument that the trial court may deny a motion to modify child support when both parties have changed jobs, both

parties have different income, and there is no evidence that childcare expenses included in the original calculation no longer exist. Even if the cases cited were distinguishable, the legal holdings still apply. Child support should be calculated based on the parents "present ability to pay and the children's present needs." *Fossum*, 374 N.W.2d 100, 101-02. "A proper application of the statutes [] requires the trial court to calculate [a parent's] monthly child support based on his actual earnings. The parties' net monthly income is then combined to determine the appropriate support obligation." *Muenster*, 2009 S.D. 23, ¶ 30. The trial court must calculate child support based on the parties' actual and current earnings. There is no South Dakota authority to deny a child support modification when both parties' incomes have changed simply because the opposing party or the trial court believe that determining one of the party's incomes is difficult.

B. CASEY DID NOT HAVE ANY EVIDENCE OF, OR OBLIGATION TO PRODUCE EVIDENCE OF LINNEA'S DAYCARE EXPENSES

Linnea next argues that did not provide any evidence of daycare expenses, or the lack thereof, that Casey waived any argument that there are no daycare expenses. Specifically, Linnea argues:

Furthermore, it is stated throughout Appellant's brief that there was no testimony regarding daycare expenses "because there were not any." Appellant's Brief p. 6. This statement is misleading at best. There are current and ongoing daycare expenses related to the children. Neither party testified about daycare expenses and Casey's Motion to Amend Child Support failed to address daycare expenses. Put simply, the fact that neither party testified about

daycare does not mean the costs do not exist. Since Casey is the party requesting to modify the current child support order, he would have needed to address the issue in his motion and at the hearing. Accordingly, the assertion that daycare costs are no longer incurring is misleading to the Court, unsupported by the record, and the issue should be considered waived by Appellant.

See Appellee's Brief, p. 8. Linnea is right that neither party introduced any evidence that any daycare expenses exist. In fact, to the extent there are current daycare expenses, Casey did not have any of that information, and was not provided any such information, until Linnea's counsel's assertion in the Appellee's Brief. Linnea's proposed child support calculation provided to the trial court did not include any suggestion that daycare expenses existed (Plaintiff's Exhibit 3), Linnea did not provide any proposed findings or conclusions related to daycare expenses, and Linnea did not provide any evidence or suggestion at trial that daycare expenses existed.

Linnea's argument that Casey was somehow obligated to provide the Court with evidence of Linnea's daycare expenses is nonsensical.

C. EVEN IF THE TRIAL COURT DID IMPUTE CASEY'S INCOME, THE TRIAL COURT WOULD THEN BE REQUIRED TO CALCULATED CHILD SUPPORT USING THE IMPUTED INCOME NUMBERS, NOT TO SIMPLY DENY CASEY'S MOTION

Linnea's final argument is that the trial court imputed Casey's income under SDCL § 25-7-6.26. There are two problems with Linnea's argument. First, the trial court did not make a finding under SDCL § 25-7-6.26 and any such finding would have been an abuse of discretion.

Second, even if the trial court did impute income under SDCL § 25-7-6.26, the trial court would still be required to calculate child support (not simply deny the motion).

SDCL § 25-7-6.26 provides:

If a parent in a child support establishment or modification proceeding fails to furnish income or other financial information, the parent is in default. Income not actually earned by a parent may be imputed to the parent pursuant to this section. Except in cases of physical or mental disability or incarceration for one hundred eighty days or more, it is presumed for the purpose of determining child support in an establishment or modification proceeding that a parent is capable of being employed a minimum of one thousand eight hundred twenty hours per year at the state minimum wage, absent evidence to the contrary. Evidence to rebut this presumption may be presented by either parent.

Income may be imputed to a parent when the parent is unemployed, underemployed, fails to produce sufficient proof of income, has an unknown employment status, or is a full-time or part-time student, whose education or retraining will result, within a reasonable time, in an economic benefit to the child for whom the support obligation is determined, unless the actual income is greater.

In all cases where imputed income is appropriate, the amount imputed must be based upon the following:

- (1) The parent's residence;
- (2) The parent's recent work and earnings history;
- (3) The parent's occupational, educational, and professional qualifications;
- (4) Existing job opportunities and associated earning levels in the community or the local trade area;
- (5) The parent's age, literacy, health, criminal record, record of seeking work, and other employment barriers;
- (6) The availability of employers willing to hire the parent; and
- (7) Other relevant background factors.

Income is not imputed to a parent who is physically or mentally disabled to the extent that the parent cannot earn income; who is incarcerated for more than one hundred eighty days; who has made diligent efforts to find and accept suitable work or to return to customary self-employment, to no avail; or when the court makes a finding that other circumstances exist that make the imputation inequitable, in which case the imputed income may only be decreased to the extent required to remove such inequity.

Imputed income may be in addition to actual income and is not required to reflect the same rate of pay as actual income.

Linnea argues that the trial court imputed Casey's income because he failed to produce sufficient proof of income. It is unknown what other "proof of income" that Linnea suggests should be provided. Casey provided his 2022 tax return and W-2, his 2023 tax return, and the total draws Casey and his live-in girlfriend, Olga, had taken in 2024. The trial court did not, and could not, hold that Casey failed to produce sufficient proof of his income.

However, Linnea argues that the trial court imputed Casey's income, at a minimum to be \$11,392." *See Appellee's Brief, p. 16.* However, if the trial court did impute Casey's income, the trial court would then be required to complete a calculation based off that income. Using the same South Dakota Department of Social Services calculator used by Linnea in Exhibit 3, and imputing Casey's income to \$11,392 per month, would result in a new child support obligation in the amount of \$1,468 per month. Plaintiff's Exhibit 3 and a calculation imputing Casey's income to \$11,392 are both included below for convenience.

Child Support Obligation Calculator

This child support obligation calculator is based on the Florida Uniform Child Support Guidelines form and is intended to provide the basic support obligation for child support for combined monthly net income to \$10,000. Deviations and adjustments (for child care, education, or other factors) the court may allow are not included in the calculation of the basic support obligation. All amounts listed must be monthly.

It is presumed a parent is capable of working at least minimum wage except as provided in SSCF 25-2.6.25. If disabled, use actual amount of benefits.

Select the number of children for this obligation calculation: 1 2 3 4 5 6 7 8 9 10 11 12 or children.

Enter Monthly Income:
• Reported Paid:

Parent 1 Non-Custodial	Parent 2 Custodial
\$ 13014	\$ 7579

Deviation from Gross Income: The FDC, Social Security and Medicare deductions will automatically deviate when you click on calculate.

FDC (Federal Income Tax Withholding)	\$ 2257	\$ 985
Social Security	\$ 897	\$ 479
Medicare	\$ 189	\$ 110
Retirement	\$ 0	\$ 10

Other Allowable Deductions See SSCF 25-2.6.2

Combined	\$ 0	\$ 10
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Combined	\$ 0	\$ 10
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Monthly Net Income	\$ 9767	\$ 6608
Combined Monthly Net Income	\$ 17775	
% Combined Income	67%	28%
Child Support Obligation	\$ 3068	
Individual Parent Obligation	\$ 1995	\$ 1162
Non-Custodial Parent Net Income Only	\$ 2125	
Monthly Child Support Obligation	\$ 1896	

Monthly Medical Insurance Payment	\$ 681	\$ 0
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Amount Adjusted for Medical	\$ 725	\$ 0
Adjusted Monthly Child Support Obligation	\$ 1871	

Medical insurance is considered reasonable to cost if the cost attributable to the child is equal to or less than 5% of the net income, after proportionate medical support credit is applied, of the parent ordered to establish insurance, and the amount is specified in the order. (SSCF 25-7.6.16)

Parent 1 5% Limit	\$ 792
Parent 2 5% Limit	\$ 481

The calculator provides only an estimate and is not a guarantee of the amount of child support that may be ordered by the court. Other factors may affect the amount of child support awarded.



Imputing Casey's Income to \$11,392

Child Support Obligation Calculator			
<p>This child support obligation calculator is based on the South Dakota Child Support Guidelines laws and is intended to provide the basic support obligation for child support for combined monthly Net Income to \$30,000. Deviations and adjustments (for child care, visitation, or other factors) the court may allow are not included in the calculation of the basic support obligation. All amounts listed must be monthly.</p> <p>It is presumed a parent is capable of earning at least minimum wage except as provided in SDCL 25-7-6.26. If disabled, use actual amount of benefits.</p>			
<p>Select the number of children for this obligation calculation. 02 children.</p>			
<p>Gross Monthly Income: * Required Field.</p>		<p>Parent 1 Non-Custodial \$ 11392</p>	<p>Parent 2 Custodial \$ 7573 *</p>
<p>Deductions to Gross Income: The FIT, Social Security and Medicare deductions will automatically formulate when you click on calculate.</p>			
FIT (Federal Income Tax Withheld)	\$ 1837	\$ 957	
Social Security	\$ 706	\$ 470	
Medicare	\$ 165	\$ 110	
Retirement	\$ 0	\$ 0	
Other Allowable Deductions See SDCL 25-7-6.7			
Comments:	\$ 0	\$ 0	
Comments:	\$ 0	\$ 0	
Monthly Net Income	\$ 8684	\$ 6006	
Combined Monthly Net Income	\$ 14710		
% Combined Income	59%	41%	
Total Support Obligation	\$ 2899		
Individual Parent Support Obligation	\$ 1719	\$ 1180	
Non-Custodial Parent Net Income Only	\$ 1580		
Monthly Child Support Obligation	\$ 1719		
Monthly Medical Insurance Payment	\$ 594	\$ 0	
Amount Adjusted for Medical	\$ 242	\$ 0	
Adjusted Monthly Child Support Obligation	\$ 1468		
<p>Medical insurance is considered reasonable in cost if the cost attributable to the child is equal to or less than 8% of the net income, after proportionate medical support credit is applied, of the parent ordered to maintain insurance, and the amount is specified in the order. (SDCL 25-7-6.16)</p>			
	Parent 1 8% Limit	\$ 695	
	Parent 2 8% Limit	\$ 482	
<p>The calculator provides only an estimate and is not a guarantee of the amount of child support that may be ordered by the court. Other factors may affect the amount of child support awarded.</p>			

If the trial court imputed Casey's income to \$11,392, the trial court would have been required to modify Casey's child support obligation from \$2,377 per month to \$1,468 per month.

CONCLUSION

For the foregoing arguments and authority set forth herein, the Appellant, Casey Ray Bulyca, respectfully requests that this Court reverse the Court's Findings of Fact and Conclusions of Law and Order entered by the trial court on December 13, 2024 (Appellant's App. at A-001-010) and remand to the trial court for a calculation of child support consistent with South Dakota law.

Dated this 30th day of May, 2025.

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CERTIFICATE OF COMPLIANCE

Pursuant to SDCL § 15-26A-66(b)(4), I certify that this Appellant's Brief complies with the type volume limitation provided for in the South Dakota Codified Laws. This brief contains 3,078 words and 15,980 characters ***with no spaces***. I have relied on the word and character count of our word processing system used to prepare this Brief.

Dated this 30th day of May, 2025.

NOONEY & SOLAY, LLP

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IN THE SUPREME COURT
OF THE STATE OF SOUTH DAKOTA

<p>LINNEA CAROL BULYCA,</p> <p>Plaintiff/Appellee,</p> <p>vs.</p> <p>CASEY RAY BULYCA,</p> <p>Defendant, Appellant</p>	<p>Appeal No. 30975</p> <p>CERTIFICATE OF SERVICE</p>
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I, Robert J. Galbraith, attorney for the Appellant, Casey Ray Bulyca, hereby certify that a true and correct copy of the foregoing *Appellant's Reply Brief* was served by Odyssey File & Serve on the 30th day of May, 2025 to:

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